



# NOTICE AND AGENDA OF REGULAR MEETING

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

## FILED

DATE: March 11, 2024

TIME: 9:00 A.M.

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

MAR 08 2024

TIME 8:43 AM  
HOPE TRAMMELL COUNTY CLERK  
PITTSBURG COUNTY

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

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

### AGENDA

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

A. Regular Meeting from March 4, 2024

#### 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. ANIMAL SHELTER

i. Director's Report for February 2024

##### B. COUNTY CLERK

- i. Exceeded Purchase Order Report
- ii. Letter Changing Requisitioning and Receiving Officer's

#### 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. Discussion Consideration and Possible Action to Approve Mutual Aid Interlocal Agreement between the Pittsburg County Sheriff's Office and The City of Haileyville
- B. Discussion, Consideration and Possible Action to Authorize Payment to Garland/DBS, Inc. for the Pittsburg County Jail Roof Project, Project No. 25-OK-230450
- C. Discussion, Consideration and Possible Action to Approve Agreement No. 612051 between Pittsburg County and the Oklahoma Department of Transportation for Lease with Purchase Option for Road Machinery or Equipment for One (1) 2023 Caterpillar CW16 Roller; Approve/Disapprove ODOT Form 324A- District 2
- D. Discussion, Consideration and Possible Action to Approve Subcontract between Pittsburg County and the Oklahoma Department of Commerce, Kiamichi Economic Development District of Oklahoma (KEDDO); Approve/Disapprove Contract Non-Collusion Affidavit; Approve and Sign Certificate of Authorized Signatures, all for Rural Economic Action Plan (REAP) Grant K8036-24 for Shady Grove VFD in the amount of \$29,924.25
- E. Discussion, Consideration and Possible Action to Approve Subcontract between Pittsburg County and the Oklahoma Department of Commerce, Kiamichi Economic Development District of Oklahoma (KEDDO); Approve/Disapprove Contract Non-Collusion Affidavit; Approve and Sign Certificate of Authorized Signatures, all for Rural Economic Action Plan (REAP) Grant K8037-24 for Haywood/Arpelar VFD in the amount of \$9,219.88
- F. Discussion, Consideration and Possible Action to Approve Subcontract between Pittsburg County and the Oklahoma Department of Commerce, Kiamichi Economic Development District of Oklahoma (KEDDO); Approve/Disapprove Contract Non-Collusion Affidavit; Approve and Sign Certificate of Authorized Signatures, all for Rural Economic Action Plan (REAP) Grant K8039-24 for Pittsburg County Conservation
- G. Discussion, Consideration and Possible Action to Approve Subcontract between Pittsburg County and the Oklahoma Department of Commerce, Kiamichi Economic Development District of Oklahoma (KEDDO); Approve/Disapprove Contract Non-Collusion Affidavit; Approve and Sign Certificate of Authorized Signatures, all for Rural Economic Action Plan (REAP) Grant K8040-24 for Pittsburg County Conservation District in the amount of \$31,500.00
- H. Discussion, Consideration and Possible Action to Approve Contract between Wavll and the Pittsburg County Election Board
- I. Discussion, Consideration and Possible Action to Approve Lease Agreement between O.S.U Rural Health and Pittsburg County
- J. Resolution 24-226 to Accept Donation- BOCC
- K. Resolution 24-227 to Approve the 2024 Continuity of Operations Plan (COOP)
- L. Resolution 24-228 to Accept Donation- Animal Shelter
- M. Resolution 24-229 to Cancel Purchase Order- Heath Department

N. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-230 for Commissioners Sale; Approve & sign county deed, all S 7 Lot II Blk 23 Krebs- Treasurer

O. Discussion, Consideration and Possible Action to approve transcript of proceedings; Approve/ Disapprove Resolution 24-231 for Commissioners Sale; Approve & sign county deed, all for Various Lots in Piney Creek- Treasurer

P. Executive Session

i. To Perform the Personnel Performance Evaluation of Leslie Gray, 2<sup>nd</sup> Deputy, BOCC, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)

#### 10. ROAD CROSSING PERMITS

None.

#### II. 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

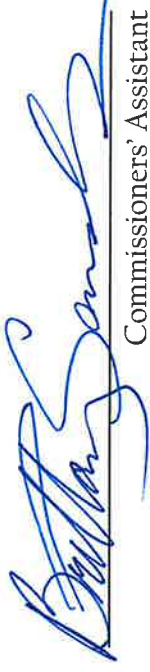
None.

#### 13. 10:00 A.M. – BID OPENINGS

A. Bid No. 17 One (1) or more, New or Used, Wheel Loader(s) Lease Purchase with financing included

B. Bid No. 18 One (1) or more, Wildland Fire Apparatus Lease Purchase with financing included

#### 14. RECESS/ADJOURNMENT



Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER**  
**MARCH 11, 2024**  
**MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on March 11, 2024 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 8:43 A.M., March 8, 2024.

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

**2. ROLL CALL:** Ross Selman Present  
Charlie Rogers Present  
Sandra Crenshaw, Acting Member Present

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

**AYE:** Ross Selman  
Charlie Rogers  
Sandra Crenshaw

**NAY:** None.

Motion Passed.

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

**A. REGULAR MEETING FROM MARCH 4, 2024:** The minutes from the previous meeting, March 4, 2024 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

**AYE:** Ross Selman  
Charlie Rogers  
Sandra Crenshaw

**NAY:** None.

Motion Passed.

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

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. ANIMAL SHELTER:**

**i. DIRECTOR'S REPORT FOR FEBRUARY 2024:** Michele Van Pelt presented the animal shelter report. The board reviewed the report.

**B. COUNTY CLERK:**

**i. EXCEEDED PURCHASE ORDER REPORT:** Selman read the exceeded purchase order report.

ii. **LETTER CHANGING REQUISITIONING AND RECEIVING OFFICER'S:** Selman read the changes to the requisitioning and receiving officers for the Indianola Fire Department.

**7. FISCAL TRANSACTIONS:**

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

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

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

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

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

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**D. BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
District 1	8128	\$ 500.00	O'Reilly's
District 1	8129	\$1,000.00	Unifirst
District 1	8130	\$1,000.00	Yellowhouse
District 1	8131	\$ 500.00	Kiamichi Automotive
Expo	8132	\$ 500.00	Kiamichi Automotive
Sheriff	8133	\$ 500.00	T&W Tire
Jail	8134	\$ 500.00	Compliance Resource
Jail	8135	\$ 300.00	Cintas 1 <sup>st</sup> Aid

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

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AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**E. PAYROLL:** Crenshaw made a motion to approve the mid-month payroll; seconded by Selman.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:** None.

**9. AGENDA ITEMS:**

**A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE MUTUAL AID INTERLOCAL AGREEMENT BETWEEN THE PITTSBURG COUNTY SHERIFF'S OFFICE AND THE CITY OF HAILEYVILLE:** Selman made a motion to approve the interlocal agreement; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**The board moved down the agenda to item 9C.**

**C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE AGREEMENT NO. 612051 BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR LEASE WITH PURCHASE OPTION FOR ROAD MACHINERY OR EQUIPMENT FOR ONE (1) 2023 CATERPILLAR CW16 ROLLER; APPROVE/DISAPPROVE ODOT FORM 324A:** Crenshaw made a motion to approve the agreement and 324A claim form; seconded by Selman.

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AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF COMMERCE, KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO); APPROVE/DISAPPROVE CONTRACT NON-COLLUSION AFFIDAVIT; APPROVE AND SIGN CERTIFICATE OF AUTHORIZED SIGNATURES, ALL FOR RURAL ECONOMIC ACTIONPLAN (REAP) GRANT K8036-24 FOR SHADY GROVE VFD IN THE AMOUNT OF \$29,924.25: Selman stated that the grant is for extrication tools. Selman made a motion to approve the grant; seconded by Rogers.**

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF COMMERCE, KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO); APPROVE/DISAPPROVE CONTRACT NON-COLLUSION AFFIDAVIT; APPROVE AND SIGN CERTIFICATE OF AUTHORIZED SIGNATURES, ALL FOR RURAL ECONOMIC ACTIONPLAN (REAP) GRANT K8037-24 FOR HAYWOOD/ARPELAR VFD IN THE AMOUNT OF \$7,219.88: Crenshaw stated that the grant is in the amount of \$7,219.88 not \$9,219.88 for pressure washers, blower fans and hose carts. Selman made a motion to approve the grant and correct the agenda to read \$7,219.88; seconded by Rogers.**

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF COMMERCE, KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO); APPROVE/DISAPPROVE CONTRACT NON-COLLUSION AFFIDAVIT; APPROVE AND SIGN CERTIFICATE OF AUTHORIZED SIGNATURES, ALL FOR RURAL ECONOMIC ACTIONPLAN (REAP) GRANT K8039-24 FOR PITTSBURG COUNTY CONSERVATION:** Crenshaw stated that that the grant is in the amount of \$47,658.00 for a truck. Crenshaw made a motion to approve the grant; seconded by Selman.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF COMMERCE, KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO); APPROVE/DISAPPROVE CONTRACT NON-COLLUSION AFFIDAVIT; APPROVE AND SIGN CERTIFICATE OF AUTHORIZED SIGNATURES, ALL FOR RURAL ECONOMIC ACTIONPLAN (REAP) GRANT K8040-24 FOR PITTSBURG COUNTY CONSERVATION DISTRICT IN THE AMOUNT OF \$31,500.00:** Crenshaw stated that that the grant is for a litter spreader. Crenshaw made a motion to approve the grant; seconded by Selman.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CONTRACT BETWEEN VYVE AND THE PITTSBURG COUNTY ELECTION BOARD:** Crenshaw stated that the contract is with Vyve instead of way 11. Selman made a motion to approve the contract and correct the agenda to read Vyve; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**I. DISCUSSION CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE AGREEMENT BETWEEN O.S.U. RURAL HEALTH AND PITTSBURG COUNTY:** Crenshaw explained the lease agreement. Crenshaw made a motion to approve the lease agreement; seconded by Rogers.



AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**J. RESOLUTION 24-226 TO ACCEPT DONATION – BOCC:** Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**K. RESOLUTION 24-227 TO APPROVE THE 2024 CONTINUITY OF OPERATIONS PLAN (COOP):** Crenshaw made a motion to table the item from the agenda; seconded by Selman.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**L. RESOLUTION 24-228 TO ACCEPT DONATION - ANIMAL SHELTER:** Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**M. RESOLUTION 24-229 TO CANCEL PURCHASE ORDER – HEALTH DEPARTMENT:** Selman read the resolution stating purchase order 7805. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-230 FOR COMMISSIONERS SALE; APPROVE & SIGN COUNTY DEED, ALL FOR S 7' LOT 11 BLK 23 KREBS - TREASURER:** Selman made a motion to approve; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**O. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE TRANSCRIPT OF PROCEEDINGS; APPROVE/DISAPPROVE RESOLUTION 24-231 FOR COMMISSIONERS SALE; APPROVE & SIGN COUNTY DEED, ALL FOR VARIOUS LOTS IN PINEY CREEK - TREASURER:** Crenshaw stated that there is also one lot in Pittsburg. Crenshaw made a motion to approve with the correction to add the lot in Pittsburg; seconded by Selman.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**The board moved down the agenda to item 10.**

**10. ROAD CROSSING PERMITS:** None.

**The board moved back up the agenda to item 9P.**

**P. EXECUTIVE SESSION:**

**i. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF LESLIE GRAY, 2<sup>ND</sup> DEPUTY, BOCC, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307(B)(1):** Selman made a motion to go into executive session; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

Selman made a motion to go out of executive session back into regular session; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed.

**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:** Selman made a motion to recess until 10:00; seconded by Rogers.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed. Meeting Recessed.

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

**2. ROLL CALL:**

Ross Selman	Present
Charlie Rogers	Present
Sandra Crenshaw, Acting Member	Present

**13. 10:00 A.M. – BID OPENINGS:**

**A. BID NO. 17 ONE (1) OR MORE. NEW OR USED, WHEEL LOADER(S) LEASE PURCHASE WITH FINANCING INCLUDED:** The following bids were received.

VENDOR	AMOUNT
Apex Equipment	\$190,054.04
Warren Cat	\$353,577.17
Warren Cat	\$476,046.65
Kirby Smith Machinery	\$308,074.18
Kirby Smith Machinery	\$429,232.95
Central Power Systems	\$283,850.00
Yellowhouse Equipment	\$380,806.04

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

AYE: Ross Selman  
 Charlie Rogers  
 Sandra Crenshaw

NAY: None.

Motion Passed.

**B. BID NO. 18 ONE (1) OR MORE, WILDLAND FIRE APPARATUS LEASE PURCHASE WITH FINANCING INVCLUDED:** The following bids were received.

VENDOR	AMOUNT
Weis Fire	\$109,939.00

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

AYE: Ross Selman  
 Charlie Rogers  
 Sandra Crenshaw

NAY: None.

Motion Passed.

**The board moved back up the agenda to item 9B.**

**9. AGENDA ITEMS:**

**B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE PAYMENT TO GARLAND/DBS, INC. FOR THE PITTSBURG COUNTY JAIL ROOF PROJECT, PROJECT NO. 25-OK-230450:** Selman made a motion to table the item from the agenda; seconded by Rogers.

AYE: Ross Selman  
 Charlie Rogers  
 Sandra Crenshaw

NAY: None.

Motion Passed.

**14. ADJOURNMENT/RECESS:** There being no further business brought before the board; Selman made a motion to sign all approve claims and adjourn; seconded by Crenshaw.

AYE: Ross Selman  
Charlie Rogers  
Sandra Crenshaw

NAY: None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2023-2024

Date Range: 03/11/2024 to 03/11/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>911 Phone</b>				
1201-2-3600-2030	000001	CITY OF MCALESTER	WIRELINE SURCHARGES	\$ 54,474.66
			<b>Total:</b>	<b>\$ 54,474.66</b>
<b>Animal Shelter</b>				
1316-1-8020-2005				
006889	000517	H2O DEPOT	WATER & COOLER RENT	\$ 28.20
006890	000518	UNIFIRST CORP.	MAT MAINTENANCE	\$ 92.50
006892	000519	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
007696	000520	ADA PAPER COMPANY	COPY PAPER	\$ 46.95
007811	000521	PRO KILL INC.	PEST CONTROL	\$ 80.00
007976	000522	CENTER, EWELL	VET SERVICES	\$ 700.00
			<b>Total:</b>	<b>\$ 1,025.65</b>
<b>ARPA 2021</b>				
1566-1-2000-4110				
006378	000039	STONE ELECTRIC	ELECTRICAL WORK	\$ 3,539.11
007511	000040	PRIEFERT MFG. CO.	POST	\$ 3,622.50
			<b>Total:</b>	<b>\$ 7,161.61</b>
<b>Donations</b>				
1235-1-1900-4110				
007728	000012	STAPLES	LAPTOP	\$ 1,373.49
			<b>Total:</b>	<b>\$ 1,373.49</b>
<b>Drug Court</b>				
7206-1-1900-2005				
007995	000110	US CELLULAR	MONTHLY SERVICE	\$ 73.81
007996	000111	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 145.00
007997	000112	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
			<b>Total:</b>	<b>\$ 393.81</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Econ Dev Trust</b>				
<b>7603-4-0500-2005</b>				
006639	000265	US FOODS	CONCESSION SUPPLIES	\$ 1,888.12
006925	000266	JOHNNY'S A STREET MARKET	CONCESSION SUPPLIES	\$ 34.77
007512	000267	AMAZON CAPITAL SERVICES INC.	CONCESSION SUPPLIES	\$ 506.90
007914	000268	JE SYSTEMS INC	MONITORING SERVICES	\$ 111.00
007941	000269	BEMAC SUPPLY	PIPE	\$ 1,756.56
008051	000270	DISCOUNT STEEL	PIPE	\$ 127.25
008067	000271	CITY OF MCALESTER	MONTHLY SERVICE	\$ 1,618.62
008072	000272	MACK AND SONS, INC.	CONCESSION SUPPLIES	\$ 54.72
008096	000273	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 1,229.07
008109	000274	POPCO LLC	CONCESSION SUPPLIES	\$ 402.48
			<b>Total:</b>	<b>\$ 7,729.49</b>

### Emergency Mgmt

<b>1212-2-2700-2005</b>				
007810	000156	CITY OF MCALESTER	MONTHLY SERVICE	\$ 252.00
			<b>Total:</b>	<b>\$ 252.00</b>

### Equitable Sharing - DOJ

<b>1243-1-0200-2005</b>				
006608	000008	COMDATA	FUEL	\$ 844.57
			<b>Total:</b>	<b>\$ 844.57</b>

### General

<b>0001-1-0100-2005</b>				
006600	003029	H2O DEPOT	BOTTLED WATER ETC.	\$ 68.70
006605	003030	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 11.75
006609	003031	COMDATA	FUEL	\$ 216.58
007709	003032	T & W TIRE	TIRES ROTATED	\$ 30.00
007935	003033	THOMSON REUTERS WEST	INVESTIGATIVE RESEAR	\$ 397.30
007936	003034	US CELLULAR	MONTHLY SERVICE	\$ 440.56
			<b>Total:</b>	<b>\$ 1,164.89</b>
<b>0001-1-0600-2005</b>				
007946	003035	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 144.00
007947	003036	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 56.72
			<b>Total:</b>	<b>\$ 200.72</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-1-0800-1310</b>				
007818	003037	CRENSHAW, SANDRA	TRAVEL	\$ 135.39
			<b>Total:</b>	<b>\$ 135.39</b>
<b>0001-1-0800-2005</b>				
006415	003038	OSU-CTP	TRAINING	\$ 260.00
006416	003039	OSU-CTP	TRAINING	\$ 80.00
			<b>Total:</b>	<b>\$ 340.00</b>
<b>0001-1-1000-2005</b>				
007331	003040	KELLPRO SOFTWARE & TECHNOLOG	PRINTER RIBBONS	\$ 30.00
			<b>Total:</b>	<b>\$ 30.00</b>
<b>0001-1-1700-2005</b>				
006610	003041	COMDATA	FUEL	\$ 75.73
			<b>Total:</b>	<b>\$ 75.73</b>
<b>0001-1-1700-2020</b>				
008005	003042	LEGACY ENERGY CONSULTING LLC	VISUAL INSPECTION	\$ 12,020.00
			<b>Total:</b>	<b>\$ 12,020.00</b>
<b>0001-1-3300-2005</b>				
006599	003043	H2O DEPOT	BOTTLED WATER ETC.	\$ 279.00
007893	003044	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 582.60
007942	003045	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 250.00
007955	003046	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,327.84
007956	003047	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 795.51
007998	003048	LOWES	MAINTENANCE SUPPLIE	\$ 579.57
007999	003049	LOWES	BOXES	\$ 321.60
008028	003050	FIRST NATIONAL DEVELOPMENT COR	OFFICE RENTAL	\$ 1,000.00
008039	003051	VYVE BROADBAND	MONTHLY SERVICE	\$ 81.90
008062	003052	CITY OF MCALESTER	MONTHLY SERVICE	\$ 186.84
008073	003053	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 43.04
008074	003054	ALCOHOL & DRUG TESTING INC	TRAINING	\$ 200.00
			<b>Total:</b>	<b>\$ 6,647.90</b>
<b>0001-2-0400-2012</b>				
006931	003055	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES	\$ 1,191.16
006933	003056	HILAND DAIRY	INMATE GROCERIES	\$ 540.00
			<b>Total:</b>	<b>\$ 1,731.16</b>



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>General</b>				
<b>0001-2-2700-2005</b>				
007532	003057	MCALESTER TAG AGENT	TAG & TITLE	\$ 64.66
007809	003058	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.22
			<b>Total:</b>	<b>\$ 276.88</b>
<b>0001-4-0500-2005</b>				
006919	003059	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 37.61
006921	003060	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 89.72
006923	003061	LOWES	REPAIRS AND MAINTENA	\$ 157.07
006926	003062	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 168.64
006927	003063	COMDATA	FUEL	\$ 481.46
007752	003064	BRIGGS PRINTING	BANNER	\$ 845.80
			<b>Total:</b>	<b>\$ 1,780.30</b>
<b>0001-4-0501-2005</b>				
008111	003065	RURAL WATER DIST. #7	MONTHLY SERVICE	\$ 26.90
			<b>Total:</b>	<b>\$ 26.90</b>
<b>0001-5-0900-1110</b>				
008049	003066	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 17,333.33
			<b>Total:</b>	<b>\$ 17,333.33</b>
<b>0001-5-0900-1310</b>				
008050	003067	CANTRELL, DAVID	TRAVEL	\$ 58.83
			<b>Total:</b>	<b>\$ 58.83</b>
<b>0001-5-0900-2005</b>				
007968	003068	SUMMIT BUSINESS SYSTEMS INC.	COPIER LEASE	\$ 151.33
008023	003069	GP TRAPS LLC	SPORT SHOOTING SUPP	\$ 427.00
			<b>Total:</b>	<b>\$ 578.33</b>
<b>Health</b>				
<b>1216-3-5000-1310</b>				
007218	000271	TINKER, JAMMIE	TRAVEL	\$ 198.32
007471	000272	BUSBY, TIFFANY	TRAVEL	\$ 184.12
			<b>Total:</b>	<b>\$ 382.44</b>
<b>1216-3-5000-2005</b>				
006521	000273	PRO KILL INC.	WEED SPRAYING	\$ 325.00
007952	000274	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 42.17

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Health</b>				
<b>1216-3-5000-2005</b>				
007983	000275	VYVE BROADBAND	MONTHLY SERVICE	\$ 241.54
007984	000276	WALMART COMMUNITY CARD	CARPET CLEANER	\$ 69.51
007895	000277	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 2,779.72
008099	000278	CITY OF MCALESTER	MONTHLY SERVICE	\$ 503.30
			<b>Total:</b>	<b>\$ 3,961.24</b>
<b>1216-3-5000-4110</b>				
004359	000279	MCALESTER HOME STORE LLC	CARPET	\$ 1,199.96
			<b>Total:</b>	<b>\$ 1,199.96</b>
<b>Highway</b>				
<b>1102-6-4100-2005</b>				
006427	001904	OSU-CTP	TRAINING	\$ 195.00
006428	001905	OSU-CTP	TRAINING	\$ 80.00
006572	001906	KC FARM MACHINERY INC.	PLASTIC PIPE	\$ 9,979.74
006768	001907	HILTON GARDEN INN OKC AIRPORT	LODGING	\$ 330.00
007373	001908	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 49.45
007455	001909	DOLESE	1 1/2" CRUSHER RUN	\$ 5,508.61
007753	001910	PATRIOT AUTO GROUP	BRAKES ETC	\$ 1,337.40
007771	001911	RAM INC	FUEL	\$ 6,995.86
007773	001912	T & W TIRE	TIRES & SERVICES	\$ 2,128.80
008106	001913	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 167.15
			<b>Total:</b>	<b>\$ 26,772.01</b>
<b>1102-6-4200-1310</b>				
007819	001914	CRENSHAW, SANDRA	TRAVEL	\$ 104.52
			<b>Total:</b>	<b>\$ 104.52</b>
<b>1102-6-4200-2005</b>				
007933	001915	AMAZON CAPITAL SERVICES INC.	OFFICE SUPPLIES	\$ 196.34
			<b>Total:</b>	<b>\$ 196.34</b>
<b>1102-6-4300-1310</b>				
008036	001916	SELMAN, WILLIAM R.	TRAVEL	\$ 192.00
			<b>Total:</b>	<b>\$ 192.00</b>
<b>1102-6-4300-2005</b>				
006631	001917	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,001.58
007287	001918	DOLESE	1 1/2" CRUSHER RUN	\$ 4,411.08

PO	Warrant No.	Vendor Name	Purpose	Amount
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### Highway

#### 1102-6-4300-2005

007417	001919	BEMAC SUPPLY	COUPLERS ETC	\$ 46.43
007583	001920	OK TIRE	TIRES	\$ 1,040.00
007588	001921	DOUGHERTYS PHARMACY	VACCINES	\$ 300.00
007802	001922	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 269.38
007803	001923	JAMES SUPPLIES	TORCH REPAIR	\$ 173.31

**Total: \$ 7,241.78**

### Hwy-ST

#### 1313-6-8040-2005

005919	001989	MUSKOGEE SAND COMPANY INC	CLASS A SAND	\$ 5,207.53
006915	001990	COMDATA	FUEL	\$ 290.67
006916	001991	H2O DEPOT	WATER & COOLER RENT	\$ 9.20
006917	001992	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 74.95
007433	001993	DOLESE	#4 SCREENINGS	\$ 5,593.36
007619	001994	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 15,397.20
007682	001995	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 34.35
007897	001996	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 19.68
007927	001997	ATWOODS	SHOP SUPPLIES	\$ 443.86
007944	001998	RAM INC	FUEL	\$ 8,752.56
008037	001999	JAMES SUPPLIES	CYLINDER RENTALS	\$ 23.40
008084	002000	LOWES	MOWER	\$ 453.25
008090	002001	O REILLY AUTO PARTS	OIL ETC	\$ 32.98

**Total: \$ 36,332.99**

#### 1313-6-8040-4130

008006	002002	WELCH STATE BANK	LEASE PAYMENT	\$ 13,820.00
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**Total: \$ 13,820.00**

#### 1313-6-8041-2005

005794	002003	COMDATA	FUEL CHARGES	\$ 1,874.07
006907	002004	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 443.43
006910	002005	COMDATA	FUEL CHARGES	\$ 1,809.08
006911	002006	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 150.00
006912	002007	H2O DEPOT	WATER & COOLER RENT	\$ 18.40
007162	002008	T & W TIRE	TIRES & SERVICES	\$ 1,270.67
007306	002009	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,548.76
007475	002010	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 91.34
007611	002011	RAM INC	FUEL	\$ 1,095.34
007631	002012	ADAMS TRUE VALUE	SHOP SUPPLIES	\$ 124.00
007698	002013	T & W TIRE	TIRES & SERVICES	\$ 1,771.88
007710	002014	PATRIOT AUTO GROUP	BRAKES	\$ 361.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8041-2005</b>				
007891	002015	U.S. POSTMASTER	POST OFFICE BOX	\$ 100.00
007899	002016	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 41.76
007901	002017	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 13.75
007906	002018	VIP VOICE SERVICES	MONTHLY SERVICE	\$ 250.00
007913	002019	US CELLULAR	MONTHLY SERVICE	\$ 343.22
007916	002020	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 49.61
007917	002021	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 53.02
007918	002022	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.97
007940	002023	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 105.33
007966	002024	YELLOW HOUSE MACHINE	FILTERS ETC	\$ 461.59
007967	002025	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 101.66
007993	002026	O REILLY AUTO PARTS	BATTERY	\$ 311.26
			<b>Total:</b>	<b>\$ 17,422.14</b>
<b>1313-6-8041-4130</b>				
008007	002027	CATERPILLAR FINANCIAL	LEASE PAYMENT	\$ 2,981.97
008008	002028	MERCEDES-BENZ FINANCIAL SVCS	LEASE PAYMENT	\$ 5,482.73
008009	002029	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 5,259.17
008010	002030	SECURITY STATE BANK	LEASE PAYMENT	\$ 5,827.71
008011	002031	WELCH STATE BANK	LEASE PAYMENT	\$ 17,096.48
008012	002032	ARMSTRONG BANK	LEASE PAYMENT	\$ 8,378.59
			<b>Total:</b>	<b>\$ 45,026.65</b>
<b>1313-6-8042-2005</b>				
002454	002033	WELDON PARTS INC.	MIRROR	\$ 2,403.75
006437	002034	CUSTOM PRODUCTS CORPORATION	SIGNS	\$ 296.93
006894	002035	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 107.00
006898	002036	H2O DEPOT	WATER & COOLER RENT	\$ 27.20
007206	002037	COASTAL ENERGY CORP	ROAD OIL	\$ 13,608.27
007615	002038	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 53.77
007713	002039	ATWOODS	POLE SAWS ETC	\$ 3,771.86
007716	002040	DISCOUNT STEEL	STEEL ROD	\$ 120.00
007727	002041	ADAMS TRUE VALUE	TIE ROD PARTS	\$ 322.00
007739	002042	K & E DETAIL	DETAIL SERVICE	\$ 500.00
007764	002043	T & W TIRE	TIRES	\$ 2,821.82
007768	002044	AMAZON CAPITAL SERVICES INC.	PHONE ACCESSORIES	\$ 58.98
007787	002045	PRO KILL INC.	PEST CONTROL	\$ 74.00
007900	002046	WELDON PARTS INC.	BRAKE DRUM	\$ 1,188.00
007912	002047	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 393.50
007915	002048	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	\$ 81.28
007978	002049	BUCK WILSON BODY SHOP	HOOD REPAIR	\$ 1,255.00
008001	002050	DEFRANGE AUTO	SEAT COVERS	\$ 1,020.00
008022	002051	MCALESTER AUTO GLASS	WINDSHIELDS	\$ 614.00

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8042-2005</b>				
008024	002052	ADAMS TRUE VALUE	WIRE WHEEL	\$ 17.00
008038	002053	PARROTT TRUCKING	HAULING	\$ 1,293.75
008040	002054	ADAMS TRUE VALUE	MEASURING WHEEL	\$ 143.00
008042	002055	RAM INC	DIESEL	\$ 6,120.62
<b>Total:</b>				<b>\$ 36,291.73</b>
<b>1313-6-8042-4130</b>				
008013	002056	ARMSTRONG BANK	LEASE PAYMENT	\$ 8,496.68
008014	002057	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 4,343.87
008015	002058	RCB BANK	LEASE PAYMENT	\$ 2,841.34
008016	002059	WELCH STATE BANK	LEASE PAYMENT	\$ 2,724.48
<b>Total:</b>				<b>\$ 18,406.37</b>
<b>1313-6-8043-2005</b>				
005765	002060	O REILLY AUTO PARTS	EQUIPMENT PARTS	\$ 420.15
006830	002061	AMAZON CAPITAL SERVICES INC.	ANTENNA	\$ 467.40
006899	002062	COMDATA	FUEL	\$ 4,042.38
006900	002063	ADAMS TRUE VALUE	SHOP SUPPLIES	\$ 222.00
006901	002064	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 103.80
007043	002065	BLESSING GRAVEL	SCREENED DECOMPOS	\$ 4,232.93
007176	002066	DIRECT DISCOUNT TIRE	TIRES	\$ 1,060.62
007381	002067	KIAMICHI AUTOMOTIVE WAREHOUSE	EQUIPMENT PARTS	\$ 1,361.96
007458	002068	PREMIER TRUCK GROUP	WINDSHIELD WIPER SPR	\$ 32.40
007604	002069	JAMES SUPPLIES	CYLINDER RENTALS	\$ 57.34
007613	002070	DOLESE	1 1/2" ODOT BASE TYPE	\$ 2,318.62
007621	002071	DOLESE	1 1/2" ODOT BASE TYPE	\$ 3,764.51
007694	002072	T & W TIRE	TIRES & SERVICES	\$ 1,066.55
007703	002073	WARREN POWER & MACHINERY INC.	DOOR GLASS	\$ 532.45
007715	002074	DOLESE	1 1/2" ODOT BASE TYPE	\$ 5,059.24
007754	002075	WELDON PARTS INC.	LED LIGHTS	\$ 789.78
007765	002076	ADAMS TRUE VALUE	RAKES	\$ 87.00
007888	002077	DIRECT DISCOUNT TIRE	TIRES & SERVICES	\$ 4,433.40
007902	002078	RAM INC	FUEL	\$ 5,341.05
007903	002079	LOWES	SCREWS ETC.	\$ 58.45
007904	002080	WELDON PARTS INC.	LED LIGHTS ETC.	\$ 457.81
007905	002081	P & K EQUIPMENT INC	CHAINSAWS	\$ 503.98
007926	002082	OK TIRE	TIRES & SERVICES	\$ 190.00
007937	002083	WELDON PARTS INC.	MOUNTING BRACKETS	\$ 93.80
007938	002084	STANDARD MACHINE & WELDING	HYDRAULIC HOSE	\$ 379.60
007939	002085	YELLOW HOUSE MACHINE	GRADER BLADES	\$ 925.60
007953	002086	LOWES	CHAINSAW OIL	\$ 105.23
007954	002087	ATWOODS	PRE MIXED FUEL	\$ 125.82
007973	002088	WELDON PARTS INC.	TUBING	\$ 21.52

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Hwy-ST</b>				
<b>1313-6-8043-2005</b>				
008002	002089	YOUNG, JUSTIN W.	REIMBURSEMENT	\$ 175.00
008064	002090	CITY OF MCALESTER	MONTHLY SERVICE	\$ 471.78
008065	002091	CITY OF MCALESTER	MONTHLY SERVICE	\$ 13.89
008066	002092	CITY OF MCALESTER	MONTHLY SERVICE	\$ 24.22
<b>Total:</b>				<b>\$ 38,940.28</b>
<b>1313-6-8043-4130</b>				
008017	002093	OKLA. DEPT OF TRANSPORTATION	LEASE PAYMENT	\$ 6,462.67
008018	002094	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
008019	002095	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
008020	002096	WARREN POWER & MACHINERY INC.	LEASE PAYMENT	\$ 2,395.00
008021	002097	WELCH STATE BANK	LEASE PAYMENT	\$ 20,599.44
<b>Total:</b>				<b>\$ 34,247.11</b>
<b>Jail-ST</b>				
<b>1315-2-8034-2005</b>				
008093	000619	CITY OF MCALESTER	MONTHLY SERVICE	\$ 3,511.72
<b>Total:</b>				<b>\$ 3,511.72</b>
<b>1315-2-8034-2012</b>				
007745	000620	SGC FOODSERVICE	INMATE GROCERIES	\$ 95.56
007928	000621	HILAND DAIRY	INMATE GROCERIES	\$ 184.00
<b>Total:</b>				<b>\$ 279.56</b>
<b>Rural Fire-ST</b>				
<b>1321-2-8201-2005</b>				
006611	000781	COMDATA	FUEL	\$ 220.86
008091	000782	ADT SECURITY SERVICES	MONTHLY SERVICE	\$ 101.79
008092	000783	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
<b>Total:</b>				<b>\$ 534.79</b>
<b>1321-2-8202-2005</b>				
008108	000784	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
<b>Total:</b>				<b>\$ 212.14</b>
<b>1321-2-8203-2005</b>				
007084	000785	ICOM AMERICA INC.	RADIO	\$ 296.10
007786	000786	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 34.05

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8203-2005</b>				
008114	000787	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 542.29</b>
<b>1321-2-8204-2005</b>				
000105	000788	COMDATA	FUEL	\$ 267.79
008058	000789	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 238.85
008059	000790	VERIZON	MONTHLY SERVICE	\$ 41.40
008060	000791	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 760.18</b>
<b>1321-2-8205-2005</b>				
000093	000792	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS	\$ 389.57
007889	000793	WELDON PARTS INC	CHAINS ETC.	\$ 338.78
007890	000794	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
008057	000795	US CELLULAR	MONTHLY SERVICE	\$ 169.69
			<b>Total:</b>	<b>\$ 1,110.18</b>
<b>1321-2-8206-2005</b>				
000107	000796	COMDATA	FUEL	\$ 85.34
008046	000797	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 178.37
008047	000798	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 344.29
008048	000799	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 820.14</b>
<b>1321-2-8208-2005</b>				
007908	000800	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
007909	000801	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 412.14</b>
<b>1321-2-8210-2005</b>				
007898	000802	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
<b>1321-2-8211-2005</b>				
008104	000803	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
<b>1321-2-8212-2005</b>				
007964	000804	CLIFFORD POWER SYSTEMS	MAINTENANCE AGREEM	\$ 723.80
			<b>Total:</b>	<b>\$ 723.80</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
	<b>1321-2-8213-2005</b>			
	008127	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
	<b>1321-2-8214-2005</b>			
	008094	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
	008103	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 158.37
			<b>Total:</b>	<b>\$ 370.51</b>
	<b>1321-2-8216-2005</b>			
	006616	COMDATA	FUEL	\$ 1,000.00
	007971	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
	007972	COMDATA	FUEL	\$ 212.37
			<b>Total:</b>	<b>\$ 1,424.51</b>
	<b>1321-2-8217-2005</b>			
	006617	COMDATA	FUEL	\$ 51.13
	008030	LONGTOWN RW&S DIST. #1	MONTHLY SERVICE	\$ 40.69
	008031	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 271.00
	008032	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 35.00
	008033	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 146.51
	008034	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 756.47</b>
	<b>1321-2-8218-2005</b>			
	006618	COMDATA	FUEL	\$ 557.07
	008123	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
	008124	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 66.25
			<b>Total:</b>	<b>\$ 823.32</b>
	<b>1321-2-8219-2005</b>			
	000115	COMDATA	FUEL	\$ 5.50
			<b>Total:</b>	<b>\$ 5.50</b>
	<b>1321-2-8220-2005</b>			
	008061	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
			<b>Total:</b>	<b>\$ 212.14</b>
	<b>1321-2-8222-2005</b>			
	007948	PITTSBURG PUBLIC WORKS AUTH.	MONTHLY SERVICE	\$ 65.80
	007949	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 198.42



PO	Warrant No.	Vendor Name	Purpose	Amount
<b>Rural Fire-ST</b>				
<b>1321-2-8222-2005</b>				
007950	000824	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 47.82
007951	000825	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
<b>Total:</b>				<b>\$ 524.18</b>
<b>1321-2-8223-2005</b>				
007960	000826	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
007961	000827	COMPLIANCE RESOURCE GROUP	DRUG TEST	\$ 39.00
<b>Total:</b>				<b>\$ 251.14</b>
<b>1321-2-8227-2005</b>				
006620	000828	COMDATA	FUEL	\$ 133.12
007979	000829	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
007980	000830	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 330.98
007981	000831	RURAL WATER DIST. #9	MONTHLY SERVICE	\$ 36.75
007982	000832	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
<b>Total:</b>				<b>\$ 751.99</b>
<b>1321-2-8228-2005</b>				
006459	000833	ICOM AMERICA INC.	HAND HELD RADIOS	\$ 1,738.80
006621	000834	COMDATA	FUEL	\$ 285.60
008113	000835	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
<b>Total:</b>				<b>\$ 2,236.54</b>
<b>1321-2-8229-2005</b>				
008101	000836	PENGUIN MANAGEMENT INC.	PAGING SERVICE	\$ 212.14
008102	000837	YATES PEST CONTROL	PEST CONTROL	\$ 600.00
<b>Total:</b>				<b>\$ 812.14</b>
<b>SH Commissary</b>				
<b>1223-2-0400-2005</b>				
005557	000224	T & W TIRE	TIRE ETC.	\$ 440.35
006936	000225	PEPSI-COLA BOTTLING CO.	INHOUSE COMMISSARY	\$ 1,065.24
007605	000226	SGC FOODSERVICE	INHOUSE COMMISSARY	\$ 215.54
007614	000227	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 1,795.34
007815	000228	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 540.87
007872	000229	WAV 11	MONTHLY SERVICE	\$ 138.00
007874	000230	COMMISSARY EXPRESS	KIOSK FEES	\$ 97.50
007920	000231	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 1,630.00
007974	000232	PEPSI-COLA BOTTLING CO.	INHOUSE COMMISSARY	\$ 290.70
<b>Total:</b>				<b>\$ 6,213.54</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
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### SH Svc Fee

#### 1226-2-0400-2012

007704	001390	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 2,420.86
007705	001391	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES	\$ 966.08
007706	001392	SGC FOODSERVICE	INMATE GROCERIES	\$ 3,104.41

**Total: \$ 6,491.35**

#### 1226-2-3400-2005

005799	001393	H2O DEPOT	WATER & COOLER RENT	\$ 262.90
006641	001394	BEMAC SUPPLY	MAINTENANCE SUPPLIE	\$ 1,978.58
006932	001395	H2O DEPOT	WATER & COOLER RENT	\$ 159.90
006935	001396	LOWES	JAIL MAINTENANCE SUP	\$ 221.45
006937	001397	WHITES ELECTRIC	ELECTRICAL SUPPLIES	\$ 306.19
007547	001398	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,422.55
007814	001399	LOWES	WIRING CONNECTORS	\$ 31.46
007873	001400	LYLES, CODY	COATING ETC	\$ 1,500.00
007919	001401	GALLS LLC	UNIFORMS ETC	\$ 4,478.25
007921	001402	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 273.00
007922	001403	SERVICE OKLAHOMA	TAG & TITLE	\$ 144.00
007943	001404	STERICYCLE INC	SHRED SERVICE	\$ 134.34
007965	001405	T & W TIRE	TIRES	\$ 758.55
008026	001407	ATWOODS	SPRAYER	\$ 44.99
008025	001408	BOB BARKER COMPANY	INMATE BEDDING	\$ 389.00

**Total: \$ 12,105.16**

#### 1226-2-3400-2030

007990	001406	COMPUTER PROJECTS OF IL INC	OLETS USER FEES	\$ 198.00
008045	001409	JAMES SUPPLIES	CYLINDER LEASE	\$ 20.01
007875	001410	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 119.00

**Total: \$ 337.01**

#### 1226-2-3400-4110

006230	001411	VOICE PRODUCTS	RECORDING SYSTEM	\$ 13,902.00
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**Total: \$ 13,902.00**

### SH Tng

#### 1227-2-0400-2005

008044	000001	OKLAHOMA CPR & MORE	TRAINING	\$ 800.00
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**Total: \$ 800.00**

PO

Warrant No. Vendor Name

Purpose

Amount

**Grand Total:     \$ 453,754.06**

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# Pittsburg County Animal Shelter

## Shelter Activity Report For Last 12 Months

Report Created: 3/11/2024

Page 1 of 2

Month	Species	Surrenders	Adoptions	Reclaims	Disposals	Adoption Percentage
April, 2023	Canine	115	71	10	56	62%
	Feline	103	28	1	55	27%
May, 2023	Canine	190	50	19	104	26%
	Feline	196	21	1	156	11%
June, 2023	Canine	148	73	7	88	49%
	Feline	256	26	0	224	10%
July, 2023	Canine	137	46	11	55	34%
	Feline	154	22	3	140	14%
August, 2023	Canine	167	76	11	82	46%
	Feline	165	50	0	85	30%
September, 2023	Canine	135	60	17	63	44%
	Feline	113	39	0	92	35%
October, 2023	Canine	158	76	19	78	48%
	Feline	160	56	0	114	35%
November, 2023	Canine	130	54	13	34	42%
	Feline	133	64	2	55	48%
December, 2023	Canine	169	90	14	78	53%
	Feline	75	54	0	28	72%
January, 2024	Canine	131	39	8	71	30%
	Feline	67	37	1	47	55%
February, 2024	Canine	138	89	9	47	64%
	Feline	78	39	1	35	50%
March, 2024	Canine	64	19	4	7	30%
	Feline	11	8	2	3	73%

# PITTSBURG COUNTY ANIMAL SHELTER CANINE ADOPTIONS

## ADOPTIONS FOR THE MONTHS OF 2023

JANUARY-77

FEBRUARY-81

MARCH-129

APRIL-81

MAY-69

JUNE-80

JULY-57

AUGUST-89

SEPTEMBER-77

OCTOBER-97

NOVEMBER-65

DECEMBER-105

**TOTAL ADOPTIONS (2023)**

**1007**

## ADOPTIONS FOR THE MONTHS OF 2024

JANUARY- 51

FEBRUARY-98

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

**TOTAL ADOPTIONS (2024)**

**0000**



# PITTSBURG COUNTY ANIMAL SHELTER CANINE SURRENDERS

**SURRENDERS FOR THE  
MONTHS OF 2023**

**JANUARY- 138**

**FEBRUARY- 148**

**MARCH- 209**

**APRIL- 115**

**MAY- 190**

**JUNE- 148**

**JULY- 137**

**AUGUST- 167**

**SEPTEMBER- 135**

**OCTOBER- 157**

**NOVEMBER- 129**

**DECEMBER- 169**

**TOTAL FOR THE YEAR(2023)**

**1,842 SURRENDERS**

**SURRENDER FOR THE  
MONTH OF 2024**

**JANUARY- 131**

**FEBRUARY-136**

**MARCH-**

**APRIL-**

**MAY-**

**JUNE-**

**JULY-**

**AUGUST-**

**SEPTEMBER-**

**OCTOBER-**

**NOVEMBER-**

**DECEMBER-**

**TOTAL FOR THE YEAR(2024)**

**0,000 SURRENDERS**



# PITTSBURG COUNTY ANIMAL SHELTER FELINE ADOPTIONS

ADOPTIONS FOR THE  
MONTHS OF 2023

JANUARY-44

FEBRUARY-24

MARCH-40

APRIL-28

MAY-21

JUNE-26

JULY-25

AUGUST-50

SEPTEMBER-39

OCTOBER-56

NOVEMBER-65

DECEMBER-52

TOTAL ADOPTIONS 2023

470

ADOPTIONS FOR THE  
MONTHS OF 2024

JANUARY- 38

FEBRUARY -38

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL ADOPTIONS 2024

000



# PITTSBURG COUNTY ANIMAL SHELTER FELINE SURRENDERS

## SURRENDERS FOR THE MONTHS OF 2023

JANUARY-40

FEBRUARY-66

MARCH-59

APRIL- 103

MAY-196

JUNE- 256

JULY- 154

AUGUST-165

SEPTEMBER- 113

OCTOBER- 160

NOVEMBER- 133

DECEMBER- 74

## TOTAL FOR THE YEAR(2023)

**1,519**

## SURRENDERS FOR THE MONTHS OF 2024

JANUARY- 66

FEBRUARY- 78

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

## TOTAL FOR THE YEAR(2024)

**0,000**





# PITTSBURG COUNTY ANIMAL SHELTER

## ADOPTIONS FROM PET SENSE (2023)

JANUARY - 15

FEBRUARY - 06

MARCH - 12

APRIL - 11

MAY - 12

JUNE - 6

JULY - 3

AUGUST - 11

SEPTEMBER - 13

OCTOBER - 10

NOVEMBER - 10

DECEMBER - 12

TOTAL:121 ADOPTIONS(2023)

## ADOPTIONS FROM PET SENSE (2024)

JANUARY-9

February- 4

MARCH-

APRIL-

MAY -

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL:000 ADOPTIONS(2024)



**PITTSBURG COUNTY ANIMAL SHELTER**

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

**JANUARY- 659**

**FEBRUARY – 576**

**MARCH – 533**

**APRIL – 438**

**MAY – 667**

**JUNE—598**

**JULY— 384**

**AUGUST- 477**

**SEPTEMBER- 302**

**OCTOBER- 680**

**NOVEMBER- 373**

**DECEMBER- 452 (5,257)2023**

**CUSTOMER COUNT FOR  
THE MONTHS OF (2024)**

**JANUARY- 456**

**FEBRUARY- 533**

**MARCH-**

**APRIL-**

**MAY-**

**JUNE-**

**JULY-**

**AUGUST-**

**SEPTEMBER-**

**OCTOBER-**

**NOVEMBER-**

**DECEMBER- 000 (0,000)2024**



**PITTSBURG COUNTY ANIMAL SHELTER**

***OUT OF COUNTY SURRENDERS***

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

JANUARY- 15

FEBRUARY- 16

MARCH – 19

APRIL – 13

MAY – 23

JUNE— 14

JULY—23

AUGUST—22

SEPTEMBER— 33

OCTOBER-29

NOVEMBER- 28

DECEMBER- 31

TOTAL: 266 SURRENDERS (2023)

***OUT OF COUNTY SURRENDERS***

***FOR THE MONTHS OF (2024)***

JANUARY- 28

FEBRUARY-26

MARCH-

APRIL-

MAY-

JUNE-

JULY-

AUGUST-

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

TOTAL: 000 SURRENDER (2024)



# PITTSBURG COUNTY ANIMAL SHELTER

## PRIVATE CREMATION FOR THE MONTHS OF 2023

JANUARY-28-\$4280  
FEBRUARY- 17-\$2605  
MARCH- 32-\$4760  
APRIL- 20-\$2995  
MAY- 31-\$4420  
JUNE- 29-\$5290  
JULY- 23-\$3260  
AUGUST- 22-\$3305  
SEPTEMBER- 16-\$2395  
OCTOBER- 25-\$3755  
NOVEMBER- 09-\$1260  
DECEMBER- 16-\$2495  
TOTAL: 268-\$40,820 (2023)

## PRIVATE CREMATIONS FOR THE MONTHS OF 2024

JANUARY- 20-\$2845  
FEBRUARY-28-\$4050  
MARCH-  
APRIL-  
MAY-  
JUNE-  
JULY-  
AUGUST-  
SEPTEMBER-  
OCTOBER-  
NOVEMBER-  
DECEMBER-  
TOTAL: 000-\$00,000 (2024)



# 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 March 11<sup>TH</sup>, 2024.

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
6901	\$100.00	\$3.80	OTA PIKEPASS	HWY-ST	DISTRICT #3
6936	\$1,000.00	\$65.24	PEPSI-COLA BOTTLING CO.	SH COMMISSARY	SHERIFF

Hope Trammell  
Pittsburg County Clerk

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

March 6, 2024

Mrs. Trammell

During the meeting for the Indianola Volunteer Fire Department, held Tuesday, March 5th, the board removed and elected the following officers.

Requisitioning Officer – Dale Bennett - Remove  
Requisitioning Officer – Michael LaMotta - Add  
Receiving Officer – Maxine Mulliniks – Remove  
Receiving Officer – Dale Bennett - Add

Please let me know if you have any further questions.

Sincerely,

Richard Marrow  
Fire Chief

A handwritten signature in cursive script that reads "Richard J. Marrow". The signature is written in black ink and is positioned below the typed name and title.

## MUTUAL AID INTERLOCAL AGREEMENT

**THIS AGREEMENT** made and entered into this 9 day of January, 2024, by and between THE PITTSBURG COUNTY SHERIFF'S OFFICE, first party, and THE CITY OF HAILEYVILLE, the second party,

**WHEREAS**, both first and second parties recognize the need for a mutual Inter-Agency Agreement in that both parties through their respective law enforcement agencies being geographically located together, and their efforts being one in the same to promote and preserve the safety and welfare of the public and to maintain social order,

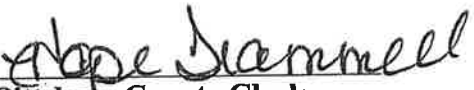
**WHEREAS**, both parties desire to combine and coordinate their resources for responses to calls for services when one or the other parties are responding to calls that require assistance of its neighboring jurisdiction for both officer safety and that of the public both parties serve,


**NOW, THEREFORE**, it is agreed upon by both parties the following:

1. That both parties will respond to one another's jurisdictions in time of need as dictated by dispatch or upper supervisory personnel from the parties' jurisdiction requesting such assistance. Such assistance includes, but is not limited to, back up personnel and equipment available.
2. It is understood by both parties that in the event of an injury to personnel or damage to property or equipment that the cost of such shall be born to the entity providing such personnel and equipment.
3. GOOD FAITH – Each of the parties hereto agrees to attempt to furnish to the requesting party such assistance as the requesting party may deem reasonable and necessary. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such an assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction.
4. DISPATCHING – It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement.
5. SUPERVISION – When personnel and equipment are furnished under this agreement, the party having jurisdiction shall have overall supervision of personnel and equipment


Dated this 9 day of January, 2024

ATTEST:

  
Pittsburg County Clerk  
Hope Trammell

  
Pittsburg County Sheriff  
Chris Morris

ATTEST:

  
Haileyville City Clerk/Treasurer

  
Haileyville Chief of Police

County of Pittsburg

By:   
Chairman of the Board of Commissioners

City of Haileyville

By:   
Mayor of Haileyville



**AGREEMENT NO. 612051**

**COUNTY OF PITTSBURG**

**LEASE WITH PURCHASE OPTION FOR ROAD MACHINERY OR EQUIPMENT**

This agreement is made on this 11<sup>th</sup> day of March, 2024, by and between the Board of County Commissioners of Pittsburg County, designated throughout this agreement as the Lessee, and the State of Oklahoma through the Oklahoma Department of Transportation, designated throughout this agreement as the Lessor.

**I. Road Machinery or Equipment**

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

<b>MAKE</b>	<b>MODEL</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>LEASE PRICE</b>
Caterpillar	CW16	2023 Roller	1	\$123,185.00	\$123,185.00
		Serial No.: CAT0CW16PTL500867			3% \$3,695.55
		ODOT No.: 99-2843			\$126,880.55

**II. Payment of Lease Installments**

In consideration of the agreement by the Lessor to lease the Equipment, the Lessee shall pay the sum of \$1,510.48 per month for 84 months. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been received by the Lessee and is at all times, except when made necessary by an emergency, retained in the county for county use.

**III. Lease Term**

This lease shall commence on the date the Lessor signs the agreement with the first payment due on the first business day of the next month; however, if the commencement date is after the fifteenth day of the month the first payment shall not be due until the first working day of the month following that. This lease shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the current fiscal year.

**IV. Option to Renew**

The Lessee is hereby granted 7 successive options to renew this lease for additional terms not to exceed one fiscal year each, upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the Lessee signing and returning the Lease Renewal Resolution, furnished by the Lessor, at the beginning of each Fiscal Year.

## **V. Title to Equipment**

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall not have nor acquire any right, title or interest in the Equipment except by exercise of the Lessee's option to purchase as set forth below.

## **VI. Option to Purchase**

At any time after the Equipment has been leased for one fiscal year, the Lessee, at its sole and exclusive option, may purchase the Equipment during any renewal term, for an amount not less than the original total cost of the purchase plus any expense incurred by the Lessor in reconditioning the Equipment, less rentals actually paid for the use of the Equipment. The Lessee will give written notice of the election to exercise the option to purchase to the Lessor. Full payment shall be due and payable within thirty (30) days thereafter. Title to said Equipment will be transferred to the Lessee upon receipt of payment.

## **VII. Delivery and Return of Equipment**

The Equipment shall be delivered to the location designated by the Lessee. The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Upon termination of this lease for any reason, unless the Lessee shall have exercised an option to purchase the Equipment in accordance with the terms and conditions set forth above, the Equipment shall be returned to the Lessor at the expense of the Lessor.

## **VIII. Repairs and Maintenance**

The Lessee shall maintain the Equipment in good working order and shall make all necessary adjustments and repairs, all at the expense of the Lessee. At the expiration of the term of lease, unless the Equipment is to be leased again by or sold to the Lessee as provided herein, it shall be returned to the Lessor in as good a condition as when received, reasonable wear and tear excepted. If, upon its return, the road machinery or Equipment is not in such good condition, the Lessor may repair it and the Lessee shall pay the cost of any such repairs at the Lessor's regular shop rates.

## **IX. Insurance**

The Lessee shall obtain and maintain all-risk physical damage insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall hold the Lessor and its agents harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment. The Lessee shall provide the Lessor with written notice at least forty-five (45) days prior to any change in the insurance required under the terms of this paragraph.

## **X. Default**

If the Lessee shall fail to make any payment when due, shall attempt to sell or encumber the Equipment or shall fail to comply with any other provision of this lease agreement, the lease equipment shall thereupon terminate. Lessee agrees to surrender the Equipment to Lessor upon demand and Lessor may enter upon the building or place where the Equipment is located and take possession thereof without notice to the Lessee.

## **XI. Entire Agreement of the Parties and Severability**

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

**XII. Choice of Law**

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

For the Lessee:

BOARD OF COUNTY COMMISSIONERS  
Pittsburg County, Oklahoma:

[Signature] 3/11/2024  
Commissioner District # 1 Date

[Signature] 3/11/2024  
Commissioner District # 2 Date

[Signature] 3/11/2024  
Commissioner District # 3 Date

ATTEST:

[Signature]  
County Clerk (Seal)



Approved as to Form:

\_\_\_\_\_  
COUNTY - District Attorney Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
Lessor:

\_\_\_\_\_  
Division Engineer, Local Government Date

\_\_\_\_\_  
General Counsel Date

\_\_\_\_\_  
Deputy Director Date

FUND	AGENCY	ORDER NO.	CLAIM NO.
	345		
FOR AGENCY USE ONLY			

CLAIM OF: Pittsburg Board of County Commissioners  
Address: 115 E Carl Albert Parkway  
City St. Zip: McAlester, OK 74501  
FEI No. \_\_\_\_\_

Notarized Claim Form

ACCOUNT	SUB-ACTIVITY	OBJECT	CFDA	AMOUNT
				\$123,185.00
payment or final number if claim is order.				TOTAL AMOUNT \$123,185.00

FOR  
**\$123,185.00**  
AGAINST  
Oklahoma Department of Transportation  
ASSIGNMENT  
I hereby assign this claim to  
**Warren Cat**  
and authorize the State Treasurer to issue a warrant in payment to said assignee.  
Date: 3/11/2024  
Claimant: Sandra Crenshaw  
WARRANT (LOCATOR) NO. \_\_\_\_\_  
OSF- AUDITED BY \_\_\_\_\_

Receipt of Goods or Services Date  
Dept. Central Services Issued Contracts Only:

DATE OF DELIVERY	PURCHASE ORDER NUMBER	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
		1	ea	99-2843 Pittsburg County D2 CERF 2023 Caterpillar CW16 Roller VIN/Serial #CAT0CW16PTL500867	\$123,185.00	\$123,185.00

The undersigned contractor or duly authorized agent, of lawful age, being first duly sworn, on oath says that this claim is true and correct. Affiant states that the work, services or materials as shown by this claim have been completed or supplied in accordance with plans, specifications, orders, requests and all other terms of the contract. Affiant further states that (s)he is the duly authorized agent of the contractor for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure the contract or obtain payment; (s)he is fully aware of the facts and circumstances surrounding the making of the contract and has been personally and directly involved in the proceedings leading to the procurement of the contract and the filing of this claim; and, neither the contractor nor anyone subject to the contractor's direction or control has been paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract or obtaining payment.  
Subscribed and Sworn to before me  
3/11/2024 date  
Sandra Crenshaw Claimant  
State of Oklahoma County of Pittsburg Commission Number 22008267  
My Commission Expires 6-13-26 date  
Bobbi Hartsfield Notary Public (or Clerk or Judge)

Approval  
[Signature] \$123,185.00  
Approval  
[Signature] \$123,185.00  
Approval  
Sandra Crenshaw \$123,185.00  
Approval  
\_\_\_\_\_  
Approval  
\_\_\_\_\_  
Approval  
\_\_\_\_\_

ODOT Accounting Distribution						
ODOT Acct.	Job Piece	Item	Part.	Amount	Object	Encumbrance
Total						

APPROVAL  
I hereby approve this claim for payment and certify it complies with the purchasing laws of this State.  
\_\_\_\_\_  
Agency's Approving Officer  
\_\_\_\_\_  
Director Date



Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: 2024 REAP Fund K8036-24

Contracting Agency: Oklahoma Department of Commerce  
Contractor: Kiamichi Economic Development District of OK (KEDDO)

Subcontractors: Pittsburg County/Shady Grove VFD

Subcontractor Address: 115 East Carl Albert Parkway, Suite 100  
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Purchase extrication tools. One (1) cutter, one (1) 32" spreader, one (1) telescoping ram, one (1) extended reach tips, one (1) chain package, six (6) DeWalt batteries, one (1) DeWalt charger.

Amount: \$29,924.25

Source: Senate Bill 1004 of the 1st session of the 59th Oklahoma Legislature (2023)

Funding Period: July 1, 2023 through June 30, 2024  
Requisition Period: March 1, 2024 through May 15, 2025

Submit Requisitions to: Issue Payment to:

KEDDO Pittsburg County  
1002 Highway 2 North 115 East Carl Albert Parkway, Suite 100  
Wilburton, OK 74578 McAlester, OK 74501

Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

Kim Rose  
Signature

SUBCONTRACTOR

Ross Selman  
Signature

Kim Rose, Executive Director  
Typed or Printed Name and Title

February 1, 2024  
Date

Ross Selman, Chairman, Boac  
Typed or Printed Name and Title

3/1/2024  
Date

## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2024**. Projects not under construction by **September 1, 2024**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2025**.

### 2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

### 3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

### 4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

- A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.
- B. The Subcontractor specifically certifies and assures that:
  - 1. It will adhere to State regulations pertaining to non-discrimination.
  - 2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45<sup>th</sup> Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.

C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only



if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be debilitated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
  - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
  - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

If any provision under this subcontract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this subcontract or its application that can be given effect without the invalid provision or application.

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma  
County of Pittsburg \*SS.

I Rees Selman, certify that I am the chief  
elected or appointed official of Pittsburg County.  
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),  
for Rural Economic Action Plan Funds (REAP), says that:

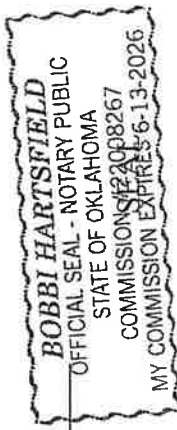
1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or  
procuring the subcontract which is attached to this statement, for the purpose of certifying  
the facts pertaining to the existence of collusion among applicants and grant awardee's and  
their officials or employees, as well as, facts pertaining to the giving or offering of things of  
value to personnel of any organization in return for special consideration in the award of  
any contract or grant pursuant to the subcontract to which this statement is attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid  
and/or the procurement of the subcontract to which this statement is attached and has been  
personally and directly involved in the proceedings leading to the submission of such  
applications or the procurement of the subcontract which is attached to this statement and  
has been personally and directly involved in the proceedings leading to the submission of  
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control has  
been a party: a) to any collusion among applicants in restraint of freedom of competition by  
agreement to apply or to refrain from applying; b) to paying, giving or donating or agreeing  
to pay, give or donate to any officer or employee of the Kiamichi Economic Development  
District of Oklahoma (KEDDO), any money or other thing of value, either directly or  
indirectly, in procuring the subcontract to which this statement is attached.

X Rees Selman, Board Chairman  
NAME/TITLE

Subscribed and sworn before me this 11<sup>th</sup> day of March, 20 24

X Bobbi Hartsfield  
CLERK OR NOTARY PUBLIC

My commission expires: 6-13-2026





Part 1

**SUBCONTRACT**

Contract Title: Rural Economic Action Plan Funds  
Subcontract Number: **2024 REAP Fund K8037-24**  
Contracting Agency: Oklahoma Department of Commerce  
Contractor: Kiamichi Economic Development District of OK (KEDDO)  
Subcontractors: Pittsburg County/Haywood-Arpelar VFD  
Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100 McAlester, OK 74501  
Subcontractor Telephone: 918-423-1338  
Description of Project: Purchase two (2) commercial pressure washers, two (2) portable blower fans and two (2) freestanding and mobile hose carts.  
Amount: **\$7,219.88**  
Source: Senate Bill 1004 of the 1st session of the 59th Oklahoma Legislature (2023)  
Funding Period: July 1, 2023 through June 30, 2024  
Requisition Period: **March 1, 2024 through May 15, 2025**  
Submit Requisitions to: Issue Payment to:  
**KEDDO** Pittsburg County  
**1002 Highway 2 North** 115 E. Carl Albert Pkwy., Suite 100  
**Wilburton, OK 74578** McAlester, OK 74501  
Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

**SIGNATURES-EXECUTION OF SUBCONTRACT**

**KEDDO**

**SUBCONTRACTOR**

Kim Rose  
Signature

Ross Selman  
Signature

Kim Rose, Executive Director  
Typed or Printed Name and Title

Ross Selman, Chairman, BOCC  
Typed or Printed Name and Title

February 1, 2024  
Date

3/11/2024  
Date

## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2024**. Projects not under construction by **September 1, 2024**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2025**.

### 2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

### 3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

### 4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

B. The Subcontractor specifically certifies and assures that:

1. It will adhere to State regulations pertaining to non-discrimination.
2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45<sup>th</sup> Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.

C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only



if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be debilitated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
  - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
  - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

If any provision under this subcontract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this subcontract or its application that can be given effect without the invalid provision or application.

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma  
County of Pittsburg \*SS.

I Ross Selman, certify that I am the chief  
elected or appointed official of Pittsburg County  
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),  
for Rural Economic Action Plan Funds (REAP), says that:

1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or  
procuring the subcontract which is attached to this statement, for the purpose of certifying  
the facts pertaining to the existence of collusion among applicants and grant awardee's and  
their officials or employees, as well as, facts pertaining to the giving or offering of things of  
value to personnel of any organization in return for special consideration in the award of  
any contract or grant pursuant to the subcontract to which this statement is attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid  
and/or the procurement of the subcontract to which this statement is attached and has been  
personally and directly involved in the proceedings leading to the submission of such  
applications or the procurement of the subcontract which is attached to this statement and  
has been personally and directly involved in the proceedings leading to the submission of  
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control has  
been a party: a) to any collusion among applicants in restraint of freedom of competition by  
agreement to apply or to refrain from applying; b) to paying, giving or donating or agreeing  
to pay, give or donate to any officer or employee of the Kiamichi Economic Development  
District of Oklahoma (KEDDO), any money or other thing of value, either directly or  
indirectly, in procuring the subcontract to which this statement is attached.

X Ross Selman Chairman, BOCC  
NAME/TITLE

Subscribed and sworn before me this 11th day of March, 2024

X Bobbi Hartsfield  
CLERK OR NOTARY PUBLIC

My commission expires: 6-13-2026





Part 1

**SUBCONTRACT**

Contract Title: Rural Economic Action Plan Funds  
Subcontract Number: 2024 REAP Fund K8039-24  
Contracting Agency: Oklahoma Department of Commerce  
Contractor: Kiamichi Economic Development District of OK (KEDDO)  
Subcontractors: Pittsburg County/Conservation District (New Truck)  
Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100 McAlester, OK 74501  
Subcontractor Telephone: 918-423-1338  
Description of Project: Purchase a new regular cab chassis pickup with a 9'4 x 97 bed with 2 toolboxes mounted on pickup.  
Amount: \$47,658.00  
Source: Senate Bill 1004 of the 1st session of the 59th Oklahoma Legislature (2023)  
Funding Period: July 1, 2023 through June 30, 2024  
Requisition Period: March 1, 2024 through May 15, 2025  
Submit Requisitions to: Issue Payment to:  
KEDDO Pittsburg County  
1002 Highway 2 North 115 E. Carl Albert Pkwy., Suite 100  
Wilburton, OK 74578 McAlester, OK 74501  
Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

**SIGNATURES-EXECUTION OF SUBCONTRACT**

**KEDDO**

Kim Rose  
Signature

**SUBCONTRACTOR**

Ross Selman  
Signature

Kim Rose, Executive Director  
Typed or Printed Name and Title

February 1, 2024  
Date

Ross Selman, Chairman, BOCC  
Typed or Printed Name and Title

3/11/2024  
Date

## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2024**. Projects not under construction by **September 1, 2024**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2025**.

### 2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

### 3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

### 4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

B. The Subcontractor specifically certifies and assures that:

1. It will adhere to State regulations pertaining to non-discrimination.
2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45<sup>th</sup> Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

13. PROCUREMENT

Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.

C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only



if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be debilitated to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

#### 16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

#### 17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
  - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
  - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

If any provision under this subcontract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this subcontract or its application that can be given effect without the invalid provision or application.

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma  
County of Pittsburg \*SS.

I Ross Selman, certify that I am the chief  
elected or appointed official of Pittsburg County.  
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),  
for Rural Economic Action Plan Funds (REAP), says that:

1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or  
procuring the subcontract which is attached to this statement, for the purpose of certifying  
the facts pertaining to the existence of collusion among applicants and grant awardee's and  
their officials or employees, as well as, facts pertaining to the giving or offering of things of  
value to personnel of any organization in return for special consideration in the award of  
any contract or grant pursuant to the subcontract to which this statement is attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid  
and/or the procurement of the subcontract to which this statement is attached and has been  
personally and directly involved in the proceedings leading to the submission of such  
applications or the procurement of the subcontract which is attached to this statement and  
has been personally and directly involved in the proceedings leading to the submission of  
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control has  
been a party: a) to any collusion among applicants in restraint of freedom of competition by  
agreement to apply or to refrain from applying; b) to paying, giving or donating or agreeing  
to pay, give or donate to any officer or employee of the Kiamichi Economic Development  
District of Oklahoma (KEDDO), any money or other thing of value, either directly or  
indirectly, in procuring the subcontract to which this statement is attached.

X *Robbi Hartsfield*  
NAME/TITLE

Subscribed and sworn before me this 11<sup>th</sup> day of March, 2024  
X Robbi Hartsfield  
CLERK OR NOTARY PUBLIC

My commission expires: 6-13-2026





Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds  
Subcontract Number: 2024 REAP Fund K8040-24  
Contracting Agency: Oklahoma Department of Commerce  
Contractor: Kiamichi Economic Development District of OK (KEDDO)  
Subcontractors: Pittsburg County/Conservation District (Equipment)  
Subcontractor Address: 115 E. Carl Albert Parkway, Suite 100 McAlester, OK 74501  
Subcontractor Telephone: 918-423-1338  
Description of Project: Purchase a new 16' poultry litter spreader.  
Amount: \$31,500.00  
Source: Senate Bill 1004 of the 1st session of the 59th Oklahoma Legislature (2023)  
Funding Period: July 1, 2023 through June 30, 2024  
Requisition Period: March 1, 2024 through May 15, 2025  
Submit Requisitions to: Issue Payment to:  
KEDDO Pittsburg County  
1002 Highway 2 North 115 E. Carl Albert Parkway, Suite 100  
Wilburton, OK 74578 McAlester, OK 74501  
Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

Kim Rose  
Signature

SUBCONTRACTOR

Ross Selman  
Signature

Kim Rose, Executive Director  
Typed or Printed Name and Title

Ross Selman, Chairman BOCC  
Typed or Printed Name and Title

February 1, 2024  
Date

3/11/2024  
Date

## PART II - TERMS AND CONDITIONS

### 1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2024**. Projects not under construction by **September 1, 2024**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2025**.

### 2. MODIFICATION (AMENDMENT)

- A. This contract is subject to such modification as may be required by State law. Any such modification may be done unilaterally by the Oklahoma Department of Commerce of the State of Oklahoma.
- B. Except as otherwise provided in this contract, the work and services to be performed and the total subcontract amount may be modified only upon written agreement of the duly-authorized representatives of both parties.
- C. Revisions to this subcontract must be approved in writing in advance by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.
- D. A waiver by the Oklahoma Department of Commerce of the State of Oklahoma of any provision of this contract must be recommended by KEDDO and in writing and signed by the Oklahoma Department of Commerce of the State of Oklahoma.

### 3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

The Kiamichi Economic Development District of Oklahoma will provide funding for the project up to the total subcontract amount.

### 4. SUBCONTRACTOR

- A. The Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish this project in accordance with the terms and conditions of this subcontract. The Subcontractor agrees to perform those duties, obligations and representations contained in this contract and all amendments thereto submitted to and accepted by the Oklahoma Department of Commerce of the State of Oklahoma and KEDDO.
- B. All of the work and services required shall be performed by the Subcontractor, or be performed under the Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services.
- C. None of the work and services covered by this subcontract may be subcontracted without prior written approval of KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

D. In no event will this subcontract incur obligation on the part of the Oklahoma Department of Commerce of the State of Oklahoma or KEDDO beyond that stated in section 3, above.

5. EMPLOYEE BENEFITS

The Subcontractor shall have full responsibility for payment of Worker's Compensation insurance, unemployment insurance, social security, state and federal income taxes, and any other deductions required by law for their employees.

6. CERTIFICATIONS BY SUBCONTRACTOR

A. The Subcontractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all State statutes and other legal authority. The Subcontractor recognizes that it is responsible for assuring financial programmatic compliance to KEDDO.

B. The Subcontractor specifically certifies and assures that:

1. It will adhere to State regulations pertaining to non-discrimination.
2. It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

7. HOLD HARMLESS CLAUSE

The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damages sustained by any person or property in consequence of any act or omission by the Subcontractor. The Subcontractor shall, within limitations placed on such entities by State law, save harmless KEDDO and the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law.

8. POLITICAL ACTIVITY

- A. No portion of the subcontract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- B. No portion of the subcontract funds may be used for lobbying activities.

9. PAYMENTS TO COMPANIES

- A. No subcontract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- A. No subcontract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

10. NO-CONFLICT COVENANT

The Subcontractor covenants that no members or employees of any governing board of the Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract. The Subcontractor further covenants that in the performance of this contract, no person having any such interest will be employed by the Subcontractor.

11. COMPENSATION TO CONTRACTOR

A. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma. No subcontract funds shall be used for expenses incurred either prior to or after the time period specified. Subcontract funds shall not be used for any purpose other than those approved and agreed to by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The funds provided under this subcontract shall not be used to pay any administrative expenses of the entity requesting the funds or any expenses of Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. 2009 § 2011 (c) (Section 11.C. of House Bill 1434, 45<sup>th</sup> Legislature, Second Regular Session, 1996, effective July 1, 1996. Amended by Laws 1997, c. 236, § 3, eff. July 1, 1997; Laws 1998, c. 373, § 6, eff. July 1, 1998; Laws 2008, c. 392, § 4, emerg. eff. June 3, 2008, et seq.).

12. TRAVEL AND PER DIEM

No travel-related costs, including per diem, shall be paid from these funds.

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Procurement of goods and services and the management and disposition of personal property acquired with subcontract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

14. RECORDS, REPORTS, DOCUMENTATION

A. The Subcontractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Some specific types and forms of records may be required by KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma.

B. The Subcontractor shall furnish KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma with narrative reports and financial reports related to this contract in the forms and at such times as may be required by the Oklahoma Department of Commerce of the State of Oklahoma.

C. The Subcontractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Subcontractor shall, as the Oklahoma Department of Commerce of the State of Oklahoma deems necessary, permit authorized representatives of the Oklahoma Department of Commerce of the State of Oklahoma, Kiamichi Economic Development District of Oklahoma (KEDDO), and the State of Oklahoma to have full access to and the right to fully examine all such materials.

15. CLOSING OUT OF PERIOD FUNDED

A. The Subcontractor shall promptly return to the Rural Economic Action Plan any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only



if goods and services have been received or a binding contract for such has been executed as of the final date of the period funded.

- C. The Subcontractor shall submit closeout documents no later than sixty (60) days after the final date of the period funded. Said closeout documents shall be accompanied by the Final Expenditure Report.
- D. When actual expenditures total less than the subcontract amount, the subcontract shall automatically be debited to the actual expenditures as shown in the closeout documents and such excess funds shall be promptly returned to the Rural Economic Action Plan fund.

16. INTERPRETATION REMEDIES

- A. In the event the parties fail to agree on changes or interpretation of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- B. In the event of any disagreement between the Subcontractor and KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of the Oklahoma Department of Commerce of the State of Oklahoma shall prevail.
- C. Neither forbearance nor payment by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma shall be construed to constitute waiver of any remedies for any default or breach by the Subcontractor that exists or occurs later.

17. TERMINATION OR SUSPENSION

- A. This Subcontract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- B. This subcontract may be terminated or suspended by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma, in whole or in part, for cause, after notice and an opportunity for Subcontractor to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to:
  - (1) Subcontractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this subcontract.
  - (2) Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3) Subcontractor has submitted incorrect or incomplete documentation pertaining to this contract.
- C. In the event of termination or suspension, the Subcontractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Subcontractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- D. The Subcontractor shall not be relieved of liability to KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma for damages sustained by KEDDO or the Oklahoma Department of Commerce of the State of Oklahoma by virtue of any breach of this contract by Contractor or Subcontractor. The Oklahoma Department of

Commerce of the State of Oklahoma or KEDDO may withhold payments due under this subcontract pending resolution of the damages.

18. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the Subcontractor, KEDDO and the Oklahoma Department of Commerce of the State of Oklahoma, that it is final and complete. No evidence of alleged prior dealings, course of dealings or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this subcontract or to add any stipulation or obligation different from or inconsistent with the express provisions of this subcontract.

19. SEVERABILITY CLAUSE

If any provision under this subcontract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this subcontract or its application that can be given effect without the invalid provision or application.

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma  
County of Pittsburg \*SS.

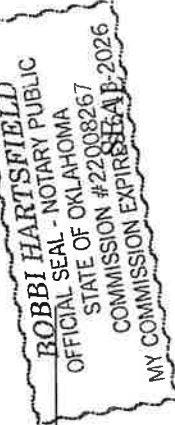
I Ross Selman, certify that I am the chief  
elected or appointed official of Pittsburg County.  
(Hereinafter subcontractor),

Which subcontracts with the Kiamichi Economic Development District of Oklahoma (KEDDO),  
for Rural Economic Action Plan Funds (REAP), says that:

1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or  
procuring the subcontract which is attached to this statement, for the purpose of certifying  
the facts pertaining to the existence of collusion among applicants and grant awardee's and  
their officials or employees, as well as, facts pertaining to the giving or offering of things of  
value to personnel of any organization in return for special consideration in the award of  
any contract or grant pursuant to the subcontract to which this statement is attached.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid  
and/or the procurement of the subcontract to which this statement is attached and has been  
personally and directly involved in the proceedings leading to the submission of such  
applications or the procurement of the subcontract which is attached to this statement and  
has been personally and directly involved in the proceedings leading to the submission of  
such applications.
3. Neither the subcontractor nor anyone subject to the subcontractor's direction or control has  
been a party: a) to any collusion among applicants in restraint of freedom of competition by  
agreement to apply or to refrain from applying; b) to paying, giving or donating or agreeing  
to pay, give or donate to any officer or employee of the Kiamichi Economic Development  
District of Oklahoma (KEDDO), any money or other thing of value, either directly or  
indirectly, in procuring the subcontract to which this statement is attached.

X Ross Selman  
NAME/TITLE

Subscribed and sworn before me this 17<sup>th</sup> day of March, 2024  
X Robbi Hartsfield  
CLERK OR NOTARY PUBLIC

My commission expires: 6-13-26  


CERTIFICATE OF AUTHORIZED SIGNATURES

I, Ross Selman, certify that I am the chief elected or appointed official of Pittsburg County, Oklahoma  
Name of Organization (city/county)

(hereinafter Contractor), which contracts with the Kiamichi Economic Development District of Oklahoma (KEDDO).

I certify that each such contract will be signed for and on behalf of Contractor pursuant to authority granted by its governing body and within the scope of its legal powers.

I certify that the persons named below as contract signatories are authorized to sign all contracts and related documents issued to Contractor by the Kiamichi Economic Development District of Oklahoma (KEDDO) and that the persons named as Fiscal Signatories are authorized to sign all fiscal and record keeping documents on behalf of Contractor.

This certification is effective with the date shown below and shall remain in effect until revised or canceled by Contractor.

CONTRACT SIGNATORIES  
(Please Select Three)

Ross Selman, Chairman, BOCC  
Typed or Printed Name and Title of Contract Signatory Ross Selman  
Signature

Charlie Rogers, Vice-Chairman, BOCC  
Typed or Printed Name and Title of Contract Signatory Charlie Rogers  
Signature

Sandra Crenshaw, Member, BOCC  
Typed or Printed Name and Title of Contract Signatory Sandra Crenshaw  
Signature

FISCAL SIGNATORIES  
(Please Select Three)

Ross Selman, Chairman, BOCC  
Typed or Printed Name and Title of Contract Signatory Ross Selman  
Signature

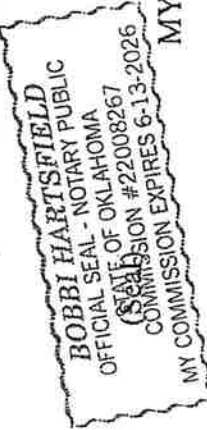
Hope Trammell, County Clerk  
Typed or Printed Name and Title of Contract Signatory Hope Trammell  
Signature

Leslie Gray, 2nd Deputy, BOCC  
Typed or Printed Name and Title of Contract Signatory Leslie Gray  
Signature

CONTRACTOR RECOGNIZES THAT IT HAS FULL RESPONSIBILITY TO GIVE THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO) TIMELY NOTICE OF ANY CHANGE IN THE INDIVIDUALS DESIGNATED ABOVE, OR OF ANY CHANGE OR LIMIT IN THEIR AUTHORITY, INCLUDING THE TYPE OF PROGRAM OR AMOUNT CONTRACTED FOR.

STATE OF OKLAHOMA  
COUNTY OF Pittsburg  
Subscribed and sworn to before me this 11th day of March, 2024  
Ross Selman  
(Signature - Chief Elected or Appointed Official)  
Ross Selman, Chairman, BOCC  
(Typed or Printed Name & Title)

Bobbi Hartsfield  
Notary Public (or Clerk or Judge)  
3-11-24  
(Date)



MY COMMISSION EXPIRES 6-13-26



## Business Service Order – Vyve Broadband Investments, LLC

Customer Information			
Company Name: Pittsburg County Election Board	Account No.:	Tax ID: <u>73-1006409</u>	
Street Address: 7 E Chickasaw Ave	City/Town: McAlester	State: OK	Zip: 74501
Business Phone #: 918-423-3877	Cell Phone #:	Check here for text alerts: <input type="checkbox"/>	
Primary Email: <a href="mailto:bocc@pittsburg.okcounties.org">bocc@pittsburg.okcounties.org</a>	Check here for email billing: <input checked="" type="checkbox"/>		
Owner/Authorized Person: Hope Trammell	Alternate Contact:		
Billing Name: Pittsburg County Election Board	Alternate Contact #:		
Billing Address: 7 E Chickasaw Ave	[If different from above]		
City/Town: McAlester	State: OK	Zip: 74501	

Monthly Service Pricing		Service Term: <u>36-Months</u>		mo Term: <u>NA</u>	
Service/Product Description	QNTY	Unit Price	Promo Discount	Subtotal	Installation
XGS Fiber 500x500Mbps		\$ 99.95	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
XGS Fiber 1Gbps Symmetrical	1	\$ 129.95	\$	\$ 129.95	\$
		\$	\$	\$ 0.00	\$
XGS Fiber 3Gbps Symmetrical		\$ 149.95	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
XGS Fiber 6Gbps Symmetrical		\$ 299.95	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
XGS Fiber 8Gbps Symmetrical		\$ 449.00	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
XGS Fiber 10Gbps Symmetrical		\$ 649.00	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
Wired Modem		\$ 5.95	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
		\$	\$	\$ 0.00	\$
<b>Build Contribution (If Applicable):</b>		\$	<b>TOTAL</b>	<b>\$ 129.95</b>	<b>\$ 0.00</b>

\* Depending on your location, some or all of your service and equipment rates, plus certain additional charges, may be subject to state and/or local fees which will be added to your monthly bill.  
 \*\* Total Monthly Pricing Excludes Applicable Taxes, Fees, & Surcharges as set by prevailing authorities (such as broadcast access fees, retransmission fees, and franchise fees).  
 \*\*\* Total Monthly Price Includes Promo Discount. Service rates adjust to standard Unit Price after Promo Term expires. Video Service Rates subject to annual rate increase of up to 8%.

Voice Provisioning Information	
Directory Listing Name:	Caller ID Name Display:
	(15-Character Limit)

Special Instructions

**Terms & Conditions**

The undersigned represents that he/she is the Customer or Authorized Customer Representative identified above and is authorized to sign this Service Order on behalf of Customer for the services selected above and that the Customer information set forth herein is true and correct. By signing this Service Order, the undersigned hereby acknowledges and agrees that Customer shall be bound by, and expressly consents to, the rates, terms and conditions of service applicable to each of the services selected above, including any termination penalties that may apply, as may be set forth in the Company's Business Services Subscriber Agreement, as well as the Company's Business Services Acceptable Use Policy, Network Management Practices Policy and Customer Privacy Notice, as they respectively may be changed from time to time. In addition, if the undersigned selects the Company's auto pay payment option, the undersigned represents that he/she is the authorized signer for the account enrolled, will be liable for the entire amount debited or charged plus any additional charges for debits or charges not honored at time of presentation to his/her financial institution and will be bound by the terms and conditions of the Vyve Broadband Auto Pay Policy, as it may be changed from time to time. The Company's website always contains the most recent versions of these policies at <https://www.vyvebroadband.com/policies/>. Customer acknowledges receipt of these policies by signing below. The undersigned authorizes the Company to check Customer's credit and acknowledges and agrees that the effectiveness of this Service Order shall be subject to credit approval. For the avoidance of doubt, Service is effective and shall commence on the date on which installation of the Service is completed.

Business Service Order Includes: "ADDITIONAL TERMS AND SERVICE LEVEL AGREEMENT APPLICABLE FOR VYVE BROADBAND ENTERPRISE CLASS FIBER SERVICES: ("FIBER SERVICE") as set forth in Attachment C to the Business Services Subscriber Agreement.

Customer Signature: <u><i>Andrea Crenshaw</i></u>	Date: _____
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made this 11<sup>th</sup> day of March, 2024, by and between the Pittsburg County Economic Development Authority ("Landlord") and O.S.U. Rural Health ("Tenant").

Schedule

Property: Office Space at the Pittsburg County O.S.U. Extension Center  
707 W. Electric  
McAlester, Oklahoma 74501

Name of Tenant: O.S.U. Rural Health

Use of the Premises: To conduct business

Monthly Base Rent: \$425.00 per month

Tenant's Address for Notice: O.S.U. Rural Health  
707 W. Electric  
McAlester, Oklahoma 74500

Landlord's Address for Notice: Pittsburg County Economic Development Authority  
115 E. Carl Albert Pkwy, Room 100  
McAlester, Oklahoma 74501

Term of Lease: July 1, 2023 through June 30, 2024

WITNESSETH:

1. Premises. In consideration of the rents and covenants hereinafter provided, Landlord hereby leases to Tenant and the Tenant hereby leases from Landlord the Premises (the "Premises") for the Term as set forth in the Schedule hereof, unless sooner terminated as provided herein.
2. Term. The primary term of this Lease (the "Term") shall commence the first day of the Fiscal Year 2023-2024 and shall expire on the last day of the Fiscal Year 2023-2024, with the option to renew the lease for the same sum on a yearly basis, beginning July 1<sup>st</sup> of any given year.
3. Use of Premises. The Premises shall be used by Tenant for the purpose stated on the Schedule.

4. Rent.

- a. Tenant agrees to pay Landlord the Monthly Base Rate, in monthly installments as stated in the Schedule. Rent shall be paid on or before the first day of each month and every successive calendar month thereafter during the term hereof. Payment shall be made to Landlord at the address as shown on the Schedule.
- b. As used herein, the term "Rent" shall mean collectively all sums required to be paid by Tenant to Landlord under this Lease.
- c. Any Rent payable for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

5. Services. Utilities for the Premises shall be paid by the Landlord.

6. Damages or Destruction. If the Premises or the Building are damaged or destroyed without the gross negligence or willful misconduct of Tenant, its agents, employees, by fire or other casualty: (a) if such damage results in the Premises being unusable for Tenant's purposes, either elect to terminate this Lease upon written notice to Landlord; and (b) Landlord may either elect to terminate this lease upon written notice to Tenant, or elect to restore such damage or destruction. If Landlord elected to restore such damage or destruction, Tenant shall be entitled to a proportionate reduction of Rent based upon the extent to which the making of such repairs interferes with the business carried on by Tenant in the Premises. If Tenant or Landlord give such termination notice as aforementioned, this Lease shall expire and all interest of the Tenant in the Premises shall terminate and Tenant shall vacate the Premises on the date specified in such notice and the Rent (reduced by any proportionate reduction based upon the extent, if any, to which the damage interfered with the business carried on by Tenant in the Premises) shall be paid up to the date of such termination. Landlord's right and remedies against Tenant under this Lease prior to such termination shall survive such termination. Landlord shall refund to Tenant any Rent theretofore paid for any period of time after such termination date. If Landlord repairs or restores the damage, Landlord shall not be required under any circumstances to repair any injury, damage or destruction by fire or other cause to, or to make repairs or replacements of, any paneling, decorations, railings, floor coverings, office fixtures, furnishings and equipment or any other property installed in the Premises by the Tenant.

7. Notices. All notice is to be given by one party to the other party under the Lease shall be given in writing, mailed or delivered to other party at the address shown on the Schedule on the first page of this Lease. Mailed notice shall be sent postage prepaid by United States Certified Mail, Return Receipt Requested, or Registered Mail. Such notice shall be deemed to have been given upon posting in the United States Mail.

8. Breach, Default and Remedies.

- a. It is agreed that Tenant shall be in default if (i) Tenant shall fail to pay the Rent, or any installments thereof as aforesaid, at the time the same shall become due and payable, and such failure shall continue for five (5) days after written notice

thereof is given to Tenant by Landlord; and/or (ii) Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreements, or rules and regulations contained or referred to herein on the part of the Tenant to be kept and performed and such violation or failure shall continue for ten (10) days after written Notice thereof is given to Tenant by Landlord, unless Tenant is taking reasonable steps to cure the default.

b. In each and every such event set forth in Subparagraph 8.A above, from thenceforth and at all times thereafter, Landlord shall be entitled to exercise any remedies available under law.

9. Insurance. In addition to any other provisions in this Lease and in no way a limitation upon such other provisions, Landlord shall not be liable or responsible in any way for any death or injury arising from or out of any occurrence in, upon or at the Premises or Property or for damage to property of Tenant or others from any cause whatsoever, unless such damage, loss, injury or death results from negligent or intentional acts or omissions of Landlord or those for which Landlord is legally responsible.

Landlord agrees to furnish Tenant with a certificate of insurance coverage which shows that Landlord is maintaining liability insurance coverage in the amounts required by Oklahoma Statutes. The parties agree and acknowledge that the amount of this insurance coverage is, or may be subject to limitations imposed by Oklahoma Statutes.

10. Severability. If any provisions of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease or any renewal or extension thereof, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby and that in lieu of each provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a provision as similar in terms to such illegal, invalid or unenforceable provisions as may be possible and legal, valid and enforceable.

11. Computation of Days. Any reference in this Lease to a number of days is intended to refer to actual calendar days, inclusive of weekends and holidays.

12. Captions. The captions used in this Lease are for convenience and reference only and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provisions of this Lease.



IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands that date first above written.

LANDLORD:  
PITTSBURG COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY


TENANT:  
O.S.U. RURAL HEALTH

  
\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
TENANT:

  
\_\_\_\_\_  
MEMBER

ATTEST:

  
\_\_\_\_\_  
MEMBER

  
\_\_\_\_\_  
COUNTY CLERK



RESOLUTION

24-226

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 11, 2024.

WHEREAS, Pittsburg County has received a donation from the Choctaw Nation of Oklahoma in the amount of \$8,500.00 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 \$8,500.00. (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 \$8,500.00 to be used for any projects approved by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

*Ross Selman*

VICE CHAIRMAN

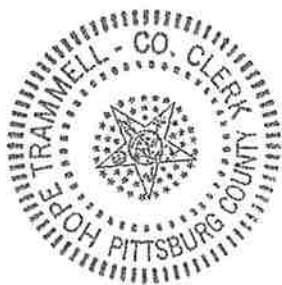
*Chad*

MEMBER

*Sandra Crenshaw*

COUNTY CLERK

*Hope Trammell*





---

## MEMO

**To:** Pittsburg County Community Leaders  
**From:** Choctaw Nation of Oklahoma  
**Cc:** Tammye Gwin, SEO Strategic Development  
**Date:** 2/27/24  
**Re:** CCPF Donations

---

The Choctaw Nation is proud to partner with the communities in the 10 ½ counties of southeastern Oklahoma in which its presence has an impact. The Nation sees an opportunity to strengthen its financial contribution to these communities and to help its fellow neighbors grow and succeed and considers this an investment in its treaty territory and its future. The 1<sup>st</sup> quarter Choctaw Community Partnership Fund donation in the amount of \$8,500 is enclosed.

Please remember to send the previous quarter use of funds to Angel Rowland at [arowland@choctawnation.com](mailto:arowland@choctawnation.com) or call her at (580)642-8131 if you have any questions.

Vendor # 8701 Vendor Name PITTSBURG COUNTY Check # 4100245875 Check Date 02/16/2024 Check Amt \$\*\*\*\*8,500.00

Stub 1 of 2 CHOCTAW NATION OF OKLAHOMA

Invoice No	Invoice Date	Description	Gross	Discount	Net
AB87011020724	02/07/2024	CCPF DONATION	8,500.00		8,500.00

REORDER 965C U.S. PATENTS 658280, 557508, 5641183, 5785353, 5904364 & 6030000

FOLD

11  
2

12418

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. 4100245875  
 DATE 02/16/2024  
 PAY EXACTLY \$\*\*\*\*8,500.00  
 VOID AFTER 90 DAYS

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

TWO SIGNATURES REQUIRED

TO PITTSBURG COUNTY  
 THE ORDER OF

*Jay Button*  
*[Signature]*

RESOLUTION  
24-228

The Board of County Commissioners, Pittsburg County met in regular session on Monday, March 11, 2024.

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter Donation Account (1235-1-8020-2202)

Terry or Diana Dalpoas - \$100.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Pittsburg County Animal Shelter's Donation account (1235-1-8020-2202), to be used for the items that cannot be purchased through the Maintenance & Operations accounts.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners. Pittsburg County, do hereby approves this donation, to be deposited into the Pittsburg County Animal Shelter's Donation Account.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

*Ron Selman*

VICE-CHAIRMAN

*Chad*

MEMBER

*Sandra Crenshaw*

COUNTY CLERK

*Hope Trammell*

DESCRIPTION	Amount
<i>Check # 4287</i>	

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

# RECEIPT

No:27262

## ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

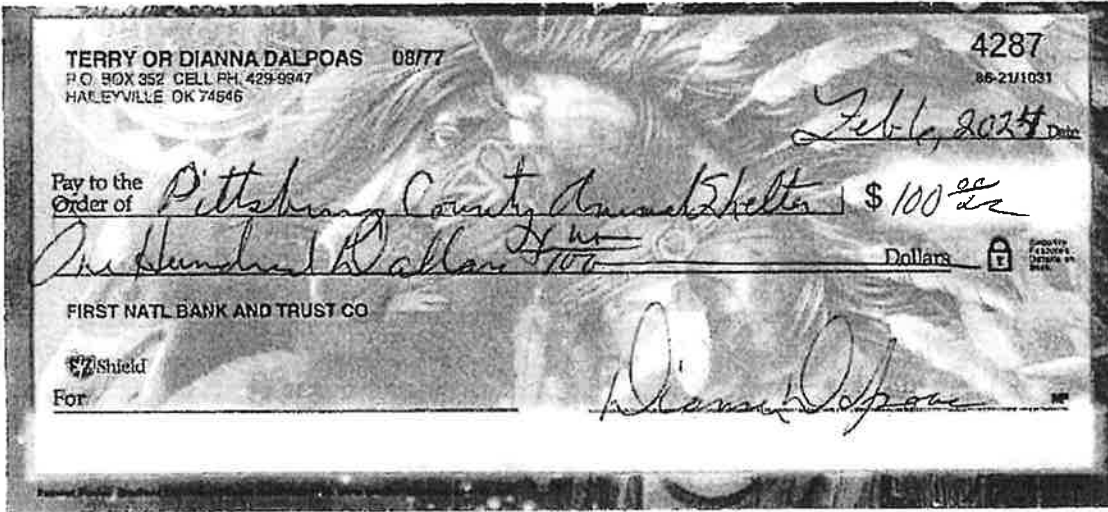
STATE OF OKLAHOMA

McALESTER, OKLAHOMA

3-6 24  
00

Received of Terry & Dianna Dalpos \$ 100  
one hundred dollars Dollars

Purpose Donation  
Chairman, BOCC By CS  
Officer Deputy



RESOLUTION

NO. 24-229

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, March 11<sup>TH</sup>, 2024.

**WHEREAS**, the HEALTH DEPARTMENT wishes to cancel the following Purchase Order

**7805** to Bancfirst dated March 1<sup>ST</sup>, 2024 in the amount of \$25,384.00 for Building Payment.

**WHEREAS**, the purchase order was paid out of wrong account, a new purchase order was issued, therefore it is no longer needed.

**THEREFORE BE IT RESOLVED**, Pittsburg County Commissioners do hereby cancel Purchase Order 7805 for FY 2023-2024.

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

# 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

MARCH 11, 2024

24-230

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 MARCH 7, 2024 THIS PROPERTY WAS BID ON AT THE SALE HELD MARCH 7, 2024. 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 7' LOT 11 BLK 23 KREBS

EXHIBIT "A"

THANK YOU

  
JENNIFER HACKLER  
COUNTY TREASURER

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

  
CHAIRMAN

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK



# 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

March 7, 2024

## COMMISSIONERS SALE MINUTES

S 7' LOT 11 BLK 23 KREBS

THE SALE STARTED AT 3:00 P.M. WITH **CHARLES ROGERS, JR**  
ATTENDING. THE SALE WAS CLOSED AT 3:05 P.M. WITH THE  
PROPERTY GOING TO **CHARLES ROGERS, 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 CHARLES ROGERS, JR  
PO BOX 22, KREBS, OK 74554 of the following described tract, parcel  
or lot of land, situated within said County and State, and hitherto acquired by the County at Resale, to-wit:  
S 7 LOT 11 BLK 23 KREBS

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

1. On February 13, 2024, an offer was made by CHARLES ROGERS, JR  
to purchase the above described property from the County for the sum of \$10.00.
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.) February 17, 2024; (2) February 24, 2024;  
(3) March 2, 2024; 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 March, 2024, 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 CHARLES ROGERS, JR for the sum of \$10.00

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

- (a) CHARLES ROGERS, JR had offered the highest competitive bid.
- (b) that the highest competitive bid was in the sum of \$10.00
- (c) that the additional and separate charge for apportioned cost was \$121.33
- (d) that the total to be paid, including deed, was the sum of \$131.33

5. Receipt is hereby acknowledged from CHARLES ROGERS, JR of the sum of  
\$131.33 Dollars, \$131.33 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 CHARLES ROGERS, JR  
PO BOX 22, KREBS, OK 74554

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 March 2024

(SEAL)



*James H. Hinkle*  
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 CHARLES ROGERS, 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 CHARLES ROGERS, 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 March, 20 24.

BY ORDER OF THE BOARD OF COMMISSIONERS OF

Pittsburg County, State of Oklahoma  
[Signature] Chairman

[Signature] Member  
[Signature] Member

(SEAL)  
ATTEST:

[Signature]  
County Clerk



No. \_\_\_\_\_  
Report and Approval  
of  
SALE  
of  
COUNTY PROPERTY  
ACQUIRED AT RESALE  
SOLD TO  
Charles Rogers 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 \_\_\_\_\_  
[Signature]  
County Clerk  
Deputy \_\_\_\_\_

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

**COUNTY DEED**  
PROPERTY ACQUIRED AT RESALE  
OFFERED FOR SALE BY BOARD OF COUNTY COMMISSIONERS  
Account #55068

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 13 day of February 20 24, 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 March 20 24, 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 CHARLES ROGERS, 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 March 20 24, 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 CHARLES ROGERS, 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 March, 20 24 between PITTSBURG County, State of Oklahoma, by ROSS SELMAN the Chairman of the Board of County Commissioners of said County, of the First Part, and the said CHARLES ROGERS, JR; PO BOX 22, KREBS, OK 74554 of the second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises and the sum of 10.00 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 7' LOT 11 BLK 23 KREBS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 ROSS SELMAN Chairman of the Board of County Commissioners of said County of PITTSBURG, has hereunto set his hand on the day and year aforesaid.

(SEAL)



[Signature]  
Chairman, Board of County Commissioners  
of PITTSBURG County, State of Oklahoma.

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared ROSS SELMAN

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 executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of PITTSBURG County, State of Oklahoma, for the uses and purposes therein set forth.

WITNESS my hand and seal the date and year last above mentioned.

(SEAL)



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,  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

**AFFIDAVIT OF LAND OWNERSHIP: INDIVIDUAL**

STATE OF OKLAHOMA )

COUNTY OF PITTSBURG ) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Charles Rogers Jr

Before me, the undersigned (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

(list legal name and any aliases) the "Affiant", who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- 1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- 2. I have personal knowledge of the statements made herein.
- 3. I am:

a citizen of the United States; or

not a citizen of the United States, but an alien who is or shall become a bona fide resident of the State of Oklahoma.

- 4. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
- 5. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

- 6. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.
- 7. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
- 8. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

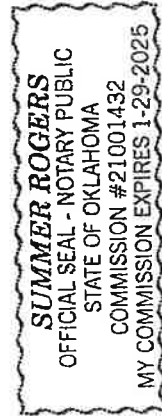
Charles Rogers Jr  
AFFIANT

3/7/24  
Date

The foregoing instrument was subscribed and sworn to before me this 7<sup>th</sup> day of March, 2024, by \_\_\_\_\_

My Commission Expires: 1-29-2025  
Summer Rogers  
NOTARY PUBLIC

My Commission Number: 21001432



# 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

MARCH 11, 2024

24-231

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY  
MCALESTER, 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 MARCH 7, 2024 THIS PROPERTY WAS BID ON AT THE SALE HELD MARCH 7, 2024. 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 25 BLK 52 PITTSBURG  
LOT 98 BLK 1 PINEY CREEK #9  
LOT 1 BLK 8 PINEY CREEK #9  
LOT 8 BLK 8 PINEY CREEK #10  
LOT 9 BLK 8 PINEY CREEK #10  
LOTS 11 & 12 BLK 9 PINEY CREEK #10  
LOTS 2 & 5 BLK 11 PINEY CREEK #10  
LOT 7 BLK 8 PINEY CREEK #11  
LOT 65 BLK 1 PINEY CREEK #11

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

  
MEMBER

  
MEMBER



ATTEST:

  
COUNTY CLERK

# JENNIFER HACKLER, County Treasurer

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

March 7, 2024

## COMMISSIONERS SALE MINUTES

LOT 25 BLK 52 PITTSBURG  
LOT 98 BLK 1 PINEY CREEK #9  
LOT 1 BLK 8 PINEY CREEK #9  
LOT 8 BLK 8 PINEY CREEK #10  
LOT 9 BLK 8 PINEY CREEK #10  
LOTS 11 & 12 BLK 9 PINEY CREEK #10  
LOTS 2 & 5 BLK 11 PINEY CREEK #10  
LOT 7 BLK 8 PINEY CREEK #11  
LOT 65 BLK 1 PINEY CREEK #11

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

THANK YOU,



JENNIFER HACKLER





**COUNTY DEED**  
**PROPERTY ACQUIRED AT RE-SALE**

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Whereas, **TINA HATRIDGE** did on the **13-day February 2024**, make to the County Treasurer of said County an offer to purchase from the County the tract, parcel or lot of land hereinafter described; and

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

Whereas, the County Treasurer, at her office in the Court House in Pittsburg County, Oklahoma on the **7 day of MARCH 2024**, The same being the date stated in the foregoing notice, did announce that the hereinafter tract, lot or parcel of land was about to be sold and would be sold to the highest competitive bidder, and thereafter, upon due consideration of the original bid offered and advertised and all other bids offered on the day of above mentioned, ascertained officially that

**TINA HATRIDGE**  
**PO BOX 7**  
**SAVANNA, OK 74565**

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

Thereafter, the Board of County Commissioners of the aforesaid County and State, being in legal meeting at the Court House in said Pittsburg County, Oklahoma, on the **11 day MARCH, 2024**, and having before it the transcript of proceedings of the County Treasurer in the sale of the hereinafter described tract, parcel, or lot of land as aforesaid, upon due consideration found said proceedings to be according to law, that said had in fact made the highest competitive bid therefor and had made full tender in cash in hand for the amount bid and in addition the separate and additional charges accrued by reason of costs of said sale, that said sale should be approved; and then did, by order, duly made and entered on its records, approve said sale and directed its Chairman to execute a deed for the same to the grantee, herein.

Now, THEREFORE, this indenture, made this **11 day of MARCH, 2024** between Pittsburg County, State of Oklahoma, by **ROSS SELMAN**, the Chairman of the Board of County Commissioners of said County, of the First Part, and the said **TINA HATRIDGE** of the Second Part.

WITNESSETH, That the said Party of the First Part for and in consideration of the premises, and the sum of **\$500.00**


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:

- 1) **LOT 25 BLK 52 PITTSBURG - \$100.00**
- 2) **LOT 98 BLK 1 PINEY CREEK #9 - \$50.00**
- 3) **LOT 1 BLK 8 PINEY CREEK #9 - \$50.00**
- 4) **LOT 8 BLK 8 PINEY CREEK #10 - \$50.00**
- 5) **LOT 9 BLK 8 PINEY CREEK #10 - \$50.00**
- 6) **LOTS 11 & 12 BLK 9 PINEY CREEK #10 - \$50.00**
- 7) **LOTS 2 & 5 BLK 11 PINEY CREEK #10 - \$50.00**
- 8) **LOT 7 BLK 8 PINEY CREEK #11 - \$50.00**
- 9) **LOT 65 BLK 1 PINEY CREEK #11 - \$50.00**

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 **ROSS SELMAN** Chairman of the Board of County Commissioners of said County of Pittsburg, Oklahoma, has hereunto set his hand on the day and year aforesaid.

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

STATE OF OKLAHOMA  
County of Pittsburg

ACKNOWLEDGMENT

Before me, Hope Trammell, the County Clerk in and for said County and State, on this the 11<sup>th</sup> day of MARCH 2024, personally appeared **ROSS SELMAN** known to be the duly qualified acting Chairman of the Board of County Commissioners of Pittsburg County, State of Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Pittsburg County, State of Oklahoma, for the uses and purposes therein set forth.



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

  
County Clerk Pittsburg County, State of Oklahoma

**AFFIDAVIT OF LAND OWNERSHIP: INDIVIDUAL**

STATE OF OKLAHOMA )

COUNTY OF PITTSBURG ) ss.

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Tina Hatridge (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

- 1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
- 2. I have personal knowledge of the statements made herein.

3. I am:

- a citizen of the United States; or
  - not a citizen of the United States, but an alien who is or shall become a bona fide resident of the State of Oklahoma.
4. I acquired title to the real property identified in the Deed to which this Affidavit is attached (the "Property").
5. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

- 6. I acknowledge and understand that section 121 generally prohibits an alien or person who is not a citizen of the United States from acquiring title to or owning land in the State of Oklahoma. I further acknowledge and understand that section 121 does not prohibit an alien who is or who shall become a bona fide resident of the State of Oklahoma from acquiring title to or owning land in the State of Oklahoma.
- 7. I acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
- 8. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

Tina Hatridge  
AFFIANT

3-7-24  
Date

The foregoing instrument was subscribed and sworn to before me this 7<sup>th</sup> day of March, 2024, by \_\_\_\_\_

My Commission Expires: 1-29-2025

Summer Rogers  
NOTARY PUBLIC

My Commission Number: 21001432

