

## 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: SEPTEMBER 30, 2024

TIME: 9:00 A.M.

DEPUTY

BY

SEP 2 7 2024

TIME \$ -2.6 AM
HOPE TRANMELL COUNTY CLERK

COUNTY COMMISSIONERS CONFERENCE ROOM PLACE:

PITTSBURG COUNTY COURTHOUSE 115 EAST CARL ALBERT PARKWAY, ROOM 100B

MCALESTER, OKLAHOMA

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

### AGENDA

1. CALL MEETING TO ORDER

**ROSS SELMAN** ROLL CALL: 7

CHARLIE ROGERS

MIKE HAYNES

FRS VICE-CHAIRMAN

MEMBER

**CHAIRMAN** 

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from September 23, 2024

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. ANY COMMENTS BY THE PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED OR DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION AND POSSIBLE ACTION.

6. OFFICIALS - DEPARTMENT REPORTS

A. COUNTY CLERK

i. Exceeded Purchase Order Report

3. BOCC

Southeast OK Library System Annual Audit for year ending June 30, 2024

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfer

C. Monthly Reports

- D. Blanket Purchase Orders
- 8. UNFINISHED BUSINESS
- Resolution 25-085 to Declare items junk and dispose- Election Board
- 9. AGENDA ITEMS
- Caroline Russell, McAlester Chamber of Commerce to address the Board
- B. Resolution 25-086 to Cancel Purchase Order District 1
- Resolution 25-087 to Appoint Board Member Bugtussle VFD Ċ.
- Resolution 25-088 to Transfer Items from Inventory Haywood/Arpelar VFD D.
- Resolution 25-089 to Declare Surplus and Advertise for Sale Sheriff ய்
- Resolution 25-090 to Declare Surplus and Advertise for Sale District 1 Ľ.
- G. Resolution 25-091 to Deposit Check- District 1
- Discussion, Consideration and Possible Action to Approve the Office of the Attorney General 2024 Sheriff's Office Funding Grant Program Agreement  $\ddot{\mathbb{H}}$
- Discussion, Consideration and Possible Action to Approve updates to the Pittsburg County Emergency Operations Plan - Emergency Management
- Discussion, Consideration and Possible Action to Approve Lease Purchase Agreement for One (1) 2024 Ford F-450 Truck with upfit for Haywood Volunteer Fire Department
- Discussion, Consideration and Possible Action to approve Inter-local Agreement between Ashley Fields and District 1 Ż.
- L. EXECUTIVE SESSION
- To Conduct Interviews for the position of Expo Center Employee, pursuant Oklahoma Statutes Title 25 \$ 307 $(\hat{\mathbf{B}})(1)$
- 10. ROAD CROSSING PERMITS
- A. 25-005, Tall Oak Woodland, LLC (permanent gas) District.
- 11. NEW BUSINESS

MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA.

12. 10:00 A.M. - PUBLIC HEARINGS

None.

13. 10:00 A.M. - BID OPENINGS

None.

14. RECESS/ADJOURNMENT

Commissioners' Assistant

### PITTSBURG COUNTY COMMISSIONER SEPTEMBER 30, 2024 MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on September 30, 2024 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:26 A.M., September 27, 2024.

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

2. ROLL CALL: Roll was called.

Ross Selman Charlie Rogers Mike Haynes

Present Present Present

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

AYE: Ross Selman

Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

# 4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, SEPTEMBER 23, 2024: The minutes from the previous meeting, September 23, 2024 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Haynes.

AYE: Ross Selman

Charlie Rogers

Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

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

### B. BOCC:

i. SOUTHEAST OK LIBRARY SYSTEM ANNUAL AUDIT FOR YEAR ENDING JUNE 30, 2024: The board reviewed the audit report.

## 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 Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

## C. MONTHLY REPORTS: None.

## D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	2994	\$ 550.00	H2O Depot
District Attorney	2995	\$ 100.00	H2O Depot
Building Maintenance	2996	\$ 450.00	Unifirst
Building Maintenance	2997	\$ 100.00	Unifirst
Building Maintenance	2998	\$ 300.00	Unifirst 1st Aid
Building Maintenance	2999	\$ 1,500.00	Locke Supply
Building Maintenance	3000	\$ 2,000.00	Jamesco
District Attorney	3001	\$ 50.00	OTA Pikepass
Ashland Fire	3002	\$ 500.00	Kiamichi Automotive
Blanco Fire	3003	\$ 500.00	Kiamichi Automotive
Haileyville Fire	3004	\$ 1,500.00	Kiamichi Automotive
Haywood/Arpelar	3005	\$ 1,000.00	Kiamichi Automotive
Fire			
Indianola Fire	3006	\$ 1,500.00	Kiamichi Automotive
Pittsburg Fire	3007	\$ 2,500.00	Kiamichi Automotive
Tannehill Fire	3008	\$ 500.00	Kiamichi Automotive
Sam's Point Fire	3009	\$ 1,000.00	O'Reilly's
Blue Fire	3010	\$ 1,000.00	Titus Snow
Building Maintenance	3011	\$ 2,500.00	Digi
District Attorney	3012	\$ 700.00	Comdata
Visual Inspection	3013	\$ 700.00	Comdata
District Attorney	3014	\$ 1,000.00	Comdata
Alderson Fire	3015	\$ 1,000.00	Comdata
Ashland Fire	3016	\$ 1,000.00	Comdata

DEPT	PO	AMOUNT	VENDOR
Bugtussle Fire	3017	\$ 700.00	Comdata
Blanco Fire	3018	\$ 1,000.00	Comdata
Blue Fire	3019	\$ 1,000.00	Comdata
Canadian Fire	3020		Comdata
Canadian Shores Fire	3021	\$ 1,000.00	Comdata
High Hill Fire	3022	\$ 1,000.00	Comdata
Haileyville Fire	3023	\$ 1,000.00	Comdata
Haywood/Arpelar Fire	3024	\$ 1,000.00	Comdata
Highway 9 Fire	3025	\$ 1,000.00	Comdata
Indianola Fire	3026	\$ 1,000.00	Comdata
Kiowa Fire	3027		Comdata
Russellville Fire	3028	\$ 1,000.00	Comdata
Sam's Point Fire	3029	\$ 1,000.00	Comdata
Shady Grove Fire	3030	\$ 1,000.00	Comdata
Tannehill Fire	3031	\$ 1,000.00	Comdata
Sheriff	3032	\$15,000.00	Comdata
Emergency Mgmt	3033	\$ 212.00	Prokill
Emergency Mgmt	3034	\$ 300.00	Cintas 1 <sup>st</sup> Aid
Emergency Mgmt	3035	\$ 2,000.00	Comdata
Emergency Mgmt	3036	\$ 40.00	OTA Pikepass
District 2	3038	\$ 200.00	Unifirst 1st Aid
District 2	3039	\$ 1,500.00	Kiamichi Automotive
District 2	3040	- 1	Unifirst
District 2	3041	5	Michael A Price
District 2	3042	- 1	H2O Depot
Emergency Mgmt	3043	\$ 1,500.00	Lowes
Sheriff	3044	\$ 2,000.00	Pepsi Cola
Sheriff	3045	\$ 1,000.00	Hiland Dairy
Sheriff	3046		Holman's Fast Lube
Jail	3047		Holman's Fast Lube
Jail	3048	\$ 500.00	Lowes
Jail	3049	\$ 800.00	Dept Public Safety
Jail	3050	\$ 1,500.00	Lockey Supply
Jail	3051	\$ 200.00	Walmart
Jail	3052	\$ 2,000.00	Bemac
Jail	3053	2	Comdata
Jail	3054	\$ 500.00	TH Rogers
Asphalt Plant	3055		Ahern
Jail	3056	\$ 1,500.00	Flowers Baking
Expo	3057	\$ 500.00	Lowes

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

## 8. UNFINISHED BUSINESS:

# A. RESOLUTION 25-085 TO DECLARE ITEMS JUNK AND DISPOSE – ELECTION **BOARD:** Selman read the resolution stating the following items.

DESCRIPTION	INVENTORY #
Binder Machine	SL-205-2
Dell Optiplex 450V3222	SL-218-10
Dell Optiplex 450V3222	SL-218-11
Dell Optiplex 450V3222	SL-218-12

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

AYE: Ross Selman

Charlie Rogers

Mike Haynes

NAY: None.

Motion Passed.

## 9. AGENDA ITEMS:

# A. CAROLINE RUSSELL, MCALESTER CHAMBER OF COMMERCE TO ADDRESSS THE BOARD: Caroline Russell McAlester Chamber of Commerce Director introduced herself to the board. Selman asked when the chamber meetings are held. Russell stated the 3<sup>rd</sup> Wednesday at 3:00. Selman stated that one of the commissioners would try to attend. Sandra Crenshaw stated that Rogers is the County representative to the chamber.

B. RESOLUTION 25-086 TO CANCEL PURCHASE ORDER - DISTRICT 1: Selman read the resolution stating purchase order 1129. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

## Selman read the resolution. Selman made a motion to approve the resolution; seconded by C. RESOLUTION 25-087 TO APPOINT BOARD MEMBER – BUGTUSSLE VFD: Rogers.

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

# D. RESOLUTION 25-088 TO TRANSFER ITEMS FROM INVENTORY – HAYWOOD/ARPELAR VFD: Selman read the resolution stating the following items.

DESCRIPTION	ITEM#	SERIAL/VIN#
Bumper	FD-HWARP-610-47	N/A
Winch	FD-HWARP/408.3	N/A

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

# E. RESOLUTION 25-089 TO DECLARE SURPLUS AND ADVERTISE FOR SALE SHERIFF: Selman read the resolution stating the following item.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
2014 Ford Explorer	B-836	1FM5K8AR4EGC02121

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

# F. RESOLUTION 25-090 TO DECLARE SURPLUS AND ADVERTISE FOR SALE

SHERIFF: Selman read the resolution stating the following item.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
2011 Dodge Ram 3500 D1-301.172		3D6WZ4EL4BG637766

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

G. RESOLUTION 25-091 TO DEPOSIT CHECK - DISTRICT 1: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

GRANT PROGRAM AGREEMENT: Frankie McClendon explained the grant, stating that the grant is in the amount of \$300,000.00. McClendon stated that the grant will be used for new dispatch consoles, 2 vehicles and a one-time stipend for employees. Rogers made a motion to approve the agreement; seconded by Haynes. H. DISCUSSION, CONSIDERATION AND POSSIBE ACTION TO APPROVE THE OFFICE OF THE ATTORNEY GENERAL 2024 SHERIFF'S OFFICE FUNDING

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

I. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE UPDATES TO THE PITTSBURG COUNTY EMERGENCY OPERATIONS PLAN – EMERGENCY MANAGEMENT: Leo Baughman stated that the EOP was put together under former Emergency Management Director Kevn Enloe. Selman made a motion to approve the EOP; seconded by Rogers.

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

HAYWOOD VOLUNTEER FIRE DEPARTMENT: Hope Trammell stated that the truck was purchased through the state contract. Selman stated that the lease is in the amount of \$69,309.00. J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE PURCHASE AGREEMENT FOR ONE (1) 2024 F-450 TRUCK WITH UPFIT FOR Selman made a motion to approve the lease purchase documents; seconded by Rogers.

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None.

Motion Passed.

# K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTER-LOCAL AGREEMENT: Selman read the inter-local agreement. Selman made a motion to

approve the inter-local agreement; seconded by Rogers.

Ross Selman AYE: Charlie Rogers

Mike Haynes

NAY: None.

Motion Passed

The board moved down the agenda to item 10.

## 10. ROAD CROSSING PERMITS:

A. 25-005, TALL OAK WOODLAND, LLC (PERMANENT GAS) – DISTRICT 3: Selman made a motion to approve the road crossing permit; seconded by Haynes.

Ross Selman AYE:

Charlie Rogers

Mike Haynes

NAY: None.

Motion Passed.

## 11. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACXTION WITH RESPPECT 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.

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

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

## 9. AGENDA ITEMS:

## L. EXECUTIVE SESSION:

i. TO CONDUCT INTERVIEWS FOR THE POSITION OF EXPO CENTER EMPLOYEE, 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 Mike Haynes

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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 Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Ross Selman Charlie Rogers Mike Haynes

NAY: None,

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

**Fiscal Year : 2024-2025** Date Range: 09/30/2024 to 09/30/2024

ВО	Warrant No.	Vendor Name	Purpose		Amount
Animal Shelter	helter				
1316-1-8020-2005         002149       000163         002743       000165         002745       000165	2 <b>0-2005</b> 000163 000164 000165	UNIFIRST CORP. CENTER, EWELL UNIFIRST FIRST AID CORP	MAT MAINTENANCE VET SERVICES FIRST AID SUPPLIES		\$ 74.00 \$ 700.00 \$ 73.98
002794 002857 002873	000166 000167 000168	SUMMIT UTILITIES OKLAHOMA INC CENTER, EWELL MWI VET SUPPLY	MONTHLY SERVICE VET SERVICES VET SUPPLIES  Total:	\$ 3,672.34	\$ 724.24 \$ 700.00 \$ 1,400.12
Drug Court	urt				
7206-1-1900-2005	00-2005				
001696 002805	000040	REDWOOD TOXICOLOGY LABORATOR MILLER OFFICE EQUIPMENT	DRUG TESTING SUPPLIE COPIER MAINTENANCE		\$ 2,773.66 \$ 83.11
002806	000042	AT&T	MONTHLY SERVICE		\$ 124.75
002808	000043	CANON FINANCIAL SERVICES	COPIER LEASE		\$ 145.00
002809	000045	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL  Total: \$	\$ 3,375.35	\$ 175.00
Econ Dev Trust	v Trust				
7603-4-0500-2005	00-2005				
002803	000102	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		\$ 38.87
002830	000103	RURAL WATER DIST. #7	MONTHLY SERVICE		\$ 25.50
002865	000104	FREE, ASHLEY	CONTRACT LABOR		\$ 80.00 \$ 41.00
002866	000105	WALKER, MADISON	CONTRACT LABOR		4 75.00
002867	000 100	ODELL, EMILY BRAY CAROLYN SUF	CONTRACT LABOR		\$ 97.50
002869	000108	HATCHER, SONDRA	CONTRACT LABOR		\$ 50.00

\$ 6,330.50 \$ 38.69

MONTHLY SERVICE MONTHLY SERVICE

PUBLIC SERVICE CO. OF OKLAHOMA

000109 000110

002903

002869 002899 \$ 62.36 \$ 21.64

MONTHLY SERVICE

MONTHLY SERVICE

Total:

MONTHLY SERVICE

PUBLIC SERVICE CO. OF OKLAHOMA

000112

002905

000113

002906

000111

002904

\$ 7,080.30

\$ 180.24

. Оа	Warrant No.	Vendor Name	Purpose		Amount
Emergen	Emergency Mgmt				
<b>1212-2-2700-2005</b> 002981 000056	<b>30-2005</b> 000056	MILLER OFFICE EQUIPMENT	COPY OVERAGE <b>Total:</b>	\$ 26.25	\$ 26.25
General					
<b>0001-1-0800-1310</b> 002980 001011	<b>00-1310</b> 001011	SELMAN, WILLIAM R.	TRAVEL <b>Total:</b>	\$ 96.00	\$ 96.00
<b>0001-1-0800-2005</b> 002891 001012	<b>00-2005</b> 001012	MILLER OFFICE EQUIPMENT	COPY OVERAGE <b>Total:</b>	\$ 10.05	\$ 10.05
<b>0001-1-1000-2005</b> 002839 001013	<b>00-2005</b> 001013	PITNEY BOWES BANK INC RESERVE A	POSTAGE <b>Total:</b>	\$ 1,000.00	\$ 1,000.00
<b>0001-1-1600-2005</b> 002824 001014	<b>00-2005</b> 001014	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES <b>Total:</b>	\$ 4.70	\$ 4.70
<b>0001-1-1700-2005</b> 002884 001015	<b>00-2005</b> 001015	STAPLES ADVANTAGE	MEASURING WHEEL <b>Total:</b>	\$ 154.59	\$ 154.59
<b>0001-1-2200-2005</b> 002764 001016	. <b>00-2005</b> 001016	PITTSBURG COUNTY ELECTION BD.	ELECTION EXPENSES <b>Total:</b>	\$ 565.00	\$ 565.00
0001-1-3300-2005         002054       001017         002055       001018         002056       001019         002059       001020         002793       001022         002886       001023         002894       001024	00-2005 001017 001018 001019 001020 001022 001023	UNIFIRST CORP. UNIFIRST CORP. JAMESCO ENTERPRISES LLC BROKEN ARROW ELECTRIC SUPPLY I MCALESTER NEWS CAPITAL & DEM. LOWES MCALESTER NEWS CAPITAL & DEM.	FLOOR MATS AND ETC UNIFORMS ETC FIRST AID SUPPLIES JANITORIAL SUPPLIES LIGHT BULBS PUBLICATION PAINT & SUPPLIES PUBLICATION  Total:	\$ 4,150.37	\$ 222.92 \$ 74.00 \$ 173.79 \$ 1,693.28 \$ 131.55 \$ 474.75 \$ 1,185.60

. Od	Warrant No.	Vendor Name	Purpose		Amount
General		Ł			
<b>0001-4-0500-2005</b> 002907 001025 002908 001026	<b>00-2005</b> 001025 001026	PUBLIC SERVICE CO. OF OKLAHOMA PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE MONTHLY SERVICE <b>Total:</b>	\$ 75.02	\$ 21.64 \$ 53.38
<b>0001-5-0900-1110</b> 002900 001027	<b>00-1110</b> 001027	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES  Total: \$ 17	17,333.33	\$ 17,333.33
<b>0001-5-0900-2005</b> 002901 001028 002987 001029	<b>00-2005</b> 001028 001029	LOWES SOUTHEASTERN ALARM LLC	BOTTLED WATER FIRE ALARM INSPECTIO <b>Total:</b>	\$ 222.77	\$ 22.77
Health					
<b>1216-3-5000-1110</b> 002792 000084	000084	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES  Total: \$ 44	\$ 44,179.96	\$ 44,179.96
1216-3-5000-2005	00-2005				
001725	000085	STAPLES	OFFICE SUPPLIES		\$ 1,080.13
001804	980000	AMAZON CAPITAL SERVICES INC.	MAINTENANCE SUPPLIE		\$ 186.75
001824	000087	AMAZON CAPITAL SERVICES INC.	MICROPHONE ETC.		\$ 34.74
001863	000088	BRIGGS PRINTING	APPOINTMENT CARDS		\$ 292.00
002017	680000	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES		\$ 215.92 \$ 923.33
002540	000090	WAS GNOOF, ELD. CITY OF MCALESTER	PERMIT FEE		\$ 25.00
002645	000000	HARMONY LAB & SAFETY SUPPLIES	LATEX GLOVES		\$ 46.95
002815	200003	BEMAC SUPPLY	MAINTENANCE SUPPLIE  Total: \$	\$ 2,895.68	90.08
Highway	>				
)					
<b>1102-6-4200-2005</b> 002859 000762	<b>200-2005</b> 000762	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE <b>Total:</b>	\$ 56.49	\$ 56.49
4400 E 4200 4440	0777				
002705 002706 002706	000763 000764	KC FARM MACHINERY INC. KC FARM MACHINERY INC.	BRUSH HOG SKID STEER ATTACHMEN		\$ 19,200.00 \$ 4,750.00
					Page 3/8

. О	Warrant No.	Vendor Name	Purpose	Amount
Highway				
1102-6-4200-4110	0-4110		Total: \$ 23,950.00	
1102-6-4300-2005	0-2005			
001733	000765	ICOM AMERICA INC.	RADIO MICS	\$ 210.00
002600	992000	WELDON PARTS INC.	STRAPS	\$ 56.52
002630	000767	CMC EXPRESS	CONTRACT HAULING	\$ 860.00
002635	000768	DIAMOND ELECTRIC	BREAKER	\$ 107.52
002646	697000	STANDARD MACHINE & WELDING	CONTRACT HALI ING	8 860 00
002682	000771	FLEET PRIDE	FILTERS ETC	\$ 2,844.85
002757	000772	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 217.12
002760	000773	WELDON PARTS INC.	WHEEL PARTS	\$ 289.60
002829	000774	BRUCKNER'S TRUCK & EQUIPMENT	BRAKE PARTS	\$ 281.99
002047	677000	WELDON PARTS INC.	Total: \$ 5,950.11	<del>5</del>
1102-6-6520-2005	0-2005			
002526	000776	T.H. ROGERS	REBAR	\$ 270.98
002599	277000	PRICE MICHAEL A	RED GRAVEL	\$ 2,000.00
002644	000778	DIAMOND MOWERS	EQUIPMENT PARTS	\$ 113.55
002670	622000	ATWOODS	CHAINSAW CHAIN ETC.	\$ 229.92
002675	082000	G.C. RENTAL CENTER	EQUIPMENT RENTAL	\$ 50.00
002679	000781	ADAMS TRUE VALUE	SHOVELS ETC	\$ 68.07
002684	000782	WELDON PARTS INC.	FILTERS ETC	\$ 662.97
002689	000783	WARREN POWER & MACHINERY INC.	HYDRAULIC HOSE ETC.	\$ 1,615.11
002700	000784	TWIN CITIES READY MIX	CONCRETE	\$ 4,960.00
002736	000785	KIRBY SMITH INC.	SEALS ETC	\$ 393.64
002749	000786	WELDON PARTS INC.	FILLERS	\$ 104.31 \$ 4 700.00
002761	000787	BLUE SKY CONCRETE PUMPING LLC	FUMPING CONCRETE TRICK REPAIRS	\$ 1,500.00 \$ 3,619.95
007000			Total: \$ 15,588.50	
Hwy-ST				
1313-6-8040-2005	40-2005			
002121	99000	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 180.04
002251	999000		3/8" #2 COVER CHIPS	\$ 10,523.14
002691	299000	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 15,075.00
002781	899000	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 15,262.50
002812	699000	RURAL WATER DIST #6	SERVICE	\$ 35.92
			Total: \$ 41,076.60	

O	Warrant No.	Vendor Name	Purpose		Amount
Hwy-ST					
<b>1313-6-8041-2005</b> 001203 000670 002858 000671	<b>11-2005</b> 000670 000671	OTA PIKEPASS CUSTOMER SERVICE C SUMMIT UTILITIES OKLAHOMA INC	TOLL CHARGES MONTHLY SERVICE <b>Total:</b>	\$ 71.52	\$ 17.35
<b>1313-6-8042-2005</b> 001880 000672 002801 000673	<b>12-2005</b> 000672 000673 000674	PREMIER TRUCK GROUP OF TULSA PUBLIC SERVICE CO. OF OKLAHOMA PUBLIC SERVICE CO. OF OKLAHOMA	FILTERS ETC MONTHLY SERVICE MONTHLY SERVICE		\$ 1,270.89 \$ 55.81 \$ 546.17
002968	000675	MCELROY, JILL E.	CONTRACT LABOR <b>Total:</b>	\$ 2,222.87	\$ 350.00
1313-6-8043-2005	13-2005				
000044	9/9000	ADAMS TRUE VALUE	SHOP SUPPLIES		\$ 274.00
001121	000677	ICOM AMERICA INC. OK TIRF	RADIOS TIRES & SERVICES		\$ 764.40
002135	629000	KIAMICHI AUTOMOTIVE WAREHOUSE	EQUIPMENT PARTS		\$ 1,420.79
002348	00000	<b>CUSTOM PRODUCTS CORPORATION</b>	SIGNS		\$ 7,076.58
002497	000681	THE RAILROAD YARD	12" STEEL PIPE		\$ 5,217.70
002567	000682	WESTERN MARKETING, INC.	BULK ENGINE OIL		\$ 4,725.77
002641	000683	RAM INC	FUEL		\$ 4,819.50
002669	000684	RAM INC	DIESEL		\$ 1,382.10
002698	000685	WELDON PARTS INC.	WIRE		\$ 366.57
002787	000686	ADA PAPER COMPANY	COPY PAPER ETC		\$ 219.18
002795	000687	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE		\$ 284.09
002819	000688	RAM INC	DIESEL		\$ 4,558.86
002848	689000	BRUCKNER'S TRUCK & EQUIPMENT	BLOWER ETC.		\$ 299.94
			Total:	\$ 32,329.48	

### Jail-ST

\$ 794.15	\$ 1,708.28
\$ 794.15	¢ 4 708 28
MONTHLY SERVICE <b>Total:</b>	INMATE GROCERIES
SUMMIT UTILITIES OKLAHOMA INC	PERFORMANCE FOODSERVICE - LITT
<b>1315-2-8034-2005</b> 002832 000216	<b>1315-2-8034-2012</b> 002500 000217
<b>1315-2-</b> 002832	<b>1315-2</b> .

### **Mental Health**

Od	Warrant No.	Vendor Name	Purpose		Amount
Mental Health	ealth				
<b>7207-1-1900-2005</b> 001697 000017	<b>30-2005</b> 000017	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE  Total: \$	2,773.66	\$ 2,773.66
Misdeme	Misdemeanor Drug	g Recovery Fund			
<b>7211-1-1900-2005</b> 001698 000001	<b>30-2005</b> 000001	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE <b>Total:</b>	\$ 383.34	\$ 383.34
Rural Fire-ST	e-ST				
<b>1321-2-8212-2005</b> 002969 000252 002970 000253	<b>12-2005</b> 000252 000253	ATWOODS PUBLIC SERVICE CO. OF OKLAHOMA	CAMERAS ETC MONTHLY SERVICE		\$ 424.96 \$ 93.92
002971	000254	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE <b>Total:</b>	\$ 604.88	\$ 86.00
1321-2-8216-2005	16-2005	LIKER HEAT & AIR	HOLE MACHINE SERVICE		\$ 743 17
1			Total:	\$ 743.17	
1321-2-8218-2005	18-2005				
002902	000256	RURAL WATER DIST #18	MONTHLY SERVICE <b>Total:</b>	\$ 200.00	\$ 200.00
1321-2-8222-2005	22-2005				
002063	000257	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE  Total:	\$ 1,201.75	\$ 1,201.75
1321-2-8223-2005	23-2005				
002246	000258	BANNER FIRE EQUIPMENT	VALVE <b>Total:</b>	\$ 115.00	\$ 115.00
1321-2-8225-2005	25-2005				
002991	000259	H & H ALARM CO INC US CELLULAR	MONTHLY SERVICE MONTHLY SERVICE  Total:	\$ 86.98	\$ 42.50 \$ 44.48

0	Warrant No.	Vendor Name	Purpose		Amount
SH Commissary	nissary				
<b>1223-2-0400-2005</b> 001231 000045 001854 000045 002618 000046 002767 000047 002820 000048	00-2005 000044 000045 000046 000047 000048	T & W TIRE PEPSI-COLA BOTTLING CO. COMMISSARY EXPRESS COMMISSARY EXPRESS LITTLE CAESARS COMMISSARY EXPRESS	TIRES & SERVICES INHOUSE COMMISSARY INHOUSE COMMISSARY KIOSK FEES INHOUSE COMMISSARY KIOSK FEES  Total:	\$ 5,129.28	\$ 496.34 \$ 1,279.08 \$ 2,642.53 \$ 123.50 \$ 496.83 \$ 91.00
SH Svc Fee	ee				
<b>1226-2-0400-2005</b> 002800 000447 002842 000448	<b>00-2005</b> 000447 000448	WALMART COMMUNITY CARD US CELLULAR	BATTERIES ETC MONTHLY SERVICE <b>Total:</b>	\$ 251.11	\$ 199.82 \$ 51.29
1226-2-0400-2012	2012				
002106	000449	FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES		\$ 1,462.16
002836	000451	PERFORMANCE FOODSERVICE - LITT	INMATE GROCERIES		\$ 1,829.73
002845	000452	BEN E. KEITH OKLAHOMA	INMATE GROCERIES		\$ 2,794.89
70700				\$ 8,314.98	) ! : :
1226-2-3400-2005	00-2005				
000032	000454	HOLMANS FAST LUBE			\$ 101.47
001665	000455	LOCKE HEATING & COOLING SUPPLY	JAIL MAINTENANCE SUP		\$ 230.27
002109	000456	BEIMAC SUPPLY JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES		\$ 2,084.17
002111	000458	WALMART COMMUNITY CARD	K-9 SUPPLIES		\$ 111.67
002391	000459	THE BANK N.A.			\$ 429.17
002392	000460	T.H. ROGERS			\$ 269.51
002427	000461	BEMAC SUPPLY ROB BARKER COMPANY	JAIL MAINTENANCE SUP		\$ 1,636.49 \$ 1.912.28
002733	000463	FIFTH QUARTER PRINTING AND EMBR	DECALS		\$ 470.00
002734	000464	LYLES, CODY	COATING		\$ 1,600.00
002796	000465	MUSKOGEE COMMUNICATIONS	RADIO REPROGRAMMIN		\$ 618.00
002798	000466	STERICYCLE INC	BIO HAZARD WASTE RE		\$ 95.72
002837	000467	BEN E. KEITH OKLAHOMA	JAIL KITCHEN SUPPLIES		\$ 3/4./1
002838	000468	INDIAN NATION WHOLESALE CO.	MONTHLY SERVICE		\$ 1,490.40
002851	000470	AT&T MOBILITY	MONTHLY SERVICE		\$ 1,081.08
002853	000471	ADAMS TRUE VALUE	CHAINSAW CHAINS		\$ 60.00
					Page 7/8

	Warrant No.	Vendor Name	Purpose		Amount
SH Svc Fee	99				
1226-2-3400-2005	0-2005				
002854	000472	KC FARM MACHINERY INC.	BELT		\$ 109.95
002967	000473	BARLOW BUILT PERFORMANCE	MOTOR MOUNTS		\$ 518.18
002979	000474	T & W TIRE	TIRES		\$ 961.11
			Total: \$ 1	\$ 15,099.69	
1226-2-3400-2030	0-2030				
002768 002983	000475	COMMISSARY EXPRESS COMMISSARY EXPRESS	DEBIT PHONE TIME FEE DEBIT PHONE TIME FEE		\$ 130.00
			Total:	\$ 245.00	

\$ 243,738.55

**Grand Total:** 

# Purchase Orders By Account Fiscal Year: 2023-2024 Date Range: 09/30/2024 to 09/30/2024

Amount		\$ 1,065.00
		\$ 1,065.00
Purpose		INMATE MEDICAL <b>Total:</b>
Vendor Name		RADIOLOGY ASSOCIATES OF EASTER
Warrant No.		000-2011 004533
Po	General	<b>0001-1-2000-2011</b> 010913 004533

\$ 1,065.00

**Grand Total:** 

### 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 SEPTEMBER 30,2024

PO #	AMOUNT	EXCEEDED AMOUNT	VENDOR	FUND	DEPARTMENT
2110	\$2000.00	\$84.17	JAMESCO ENTERPRISES LLC	SHERIFF SERVICE FEE	SHERIFF DEPT.
( <del>-</del>	3	-			

Hope Trammell Pittsburg County Clerk

### INDEPENDENT ACCOUNTANT'S AUDIT REPORT

### SOUTHEAST OKLAHOMA LIBRARY SYSTEM

**JUNE 30, 2024** 

FURRH
& ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS



### INDEPENDENT AUDITOR'S REPORT

Board of Trustees Southeast Oklahoma Library System McAlester, Oklahoma

### **Qualified Opinion**

We have audited the accompanying financial statements of the governmental activities of the Southeast Oklahoma Library System, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the System's basic financial statements as listed in the table of contents.

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion section of our report, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the discretely presented component units of the Southeast Oklahoma Library System, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Qualified Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southeast Oklahoma Library System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Matter Giving Rise to the Qualified Opinion

Management does not have the knowledge and/or a methodology for detecting and correcting accounting misstatements. This lead to several material misstatements in the financial statements taken as a whole.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the

### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 15 and page 37 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, out responsibility is to read the other information and consider whither a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August 22, 2024, on our consideration of the Southeast Oklahoma Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Southeast Oklahoma Library System's internal control over financial reporting and compliance.

Furth & Associates, PC

Furrh & Associates, PC

Lawton, Oklahoma August 22, 2024

### August 19, 2024

### Introduction

FY 2024 was a year for SEOLS to reset and prepare. In FY 2023 we completed several large and expensive projects such as our new headquarters and the purchase of our bookmobile, to name but two projects. These projects significantly decreased our cash reserves. Combined with sizeable protests of ad valorem in Coal and McCurtain Counties, we found it prudent to pause any new projects for the year that required significant funding. Fortunately, our ad valorem collections came in much stronger than we originally hoped resulting in a surplus that will fund several future projects while shoring up our general fund's reserves.

We started the year without a Technical Services librarian as Miranda Wisor had left us in May 2023 after four years of incredible service. The Technical Services Librarian oversees the selection, purchase, cataloging, and delivery of materials throughout the library system, in addition to managing our customer database and online service subscriptions. The position requires a Master's of Library and Information Studies (MLIS) degree and it is extremely hard to recruit candidates with experience. I took chance a in the recruitment process of accepting candidates without actual technical services experience, and the gamble has definitely paid off. We welcomed Annie Emmons to the organization in September 2023. She has quickly proved capable of learning the ins and outs of the department, and her prior MLIS experience, though public-facing, has brought a perspective that has helped identify and improve several inefficiencies and redundancies within the department, resulting in a faster delivery of materials to libraries.

The single largest and most ambitious project we spent time on this year was fundraising for the upcoming McAlester Public Library remodel. The project's steering committee approached every possible donor, and we held a final fundraising event in June that brought our pledged funds to approximately \$10 million, just shy of our \$11.4 million goal. One of our anchor donors, the Puterbaugh Foundation, challenged SEOLS and the City of McAlester to extend their commitments to this project, to which all parties agreed on August 13<sup>th</sup>. This secures the major funding and should allow us to break ground no later than January 2025.

The most time consuming tasks of all this past year involved replacing our payroll and human resources provider. Only months after selecting G&A as our provider for these services in spring 2023, numerous service problems and limitations led to my promising the staff we would switch providers again as soon as our contract expired. This led to many hours sitting in demos and then onboarding with our current providers: Paycom for payroll services and Who's Your HR? for human resources.

I would like to extend my thanks to our Board and staff alike for what appears to have been a foundational year. We put the pieces in place for SEOLS to continue growing in the coming years, both from a financial, staffing, and project perspective. I look forward to continuing SEOLS' growth and expansion this next year.

Respectfully,

Michael Hull, Executive Director

### FY 2024 Activities and Services in Review

As FY 2024 ended I saw something new in my twenty year career: every single one of our key indicators had increased over the prior year. I've experienced plenty of years in which a portion, or even majority of our indicators, grew, but never all of them at the same time. I conjecture that inflation, marketing and customer service all played a part in this accomplishment.

Key Indicator	FY 2023	FY 2024	Change	%
Physical Circulation	288,989	353,476	64,487	22.31%
Libby Circulation	61,168	62,438	1,270	2.08%
Hoopla Circulation	21,564	27,258	5,694	26.41%
Kanopy Minutes Played	79,019	111,757	32,738	41.43%
Card Holders	21,327	22,731	1,404	6.58%
Number of Programs	4,157	5,203	1,046	25.16%
Program Attendance	46,912	59,175	12,263	26.14%
Public Computer Sessions	46,914	53,175	6,261	13.35%
Public Computer Hours	29,151	35,214	6,063	20.80%
Wi-Fi Sessions	31,984	65,715	33,731	105.46%
Wi-Fi Data (gigabytes)	45,062	114,446	69,384	153.97%
Visits (door count)	385,400	435,169	49,769	12.91%
Interlibrary Loans	2,860	3,220	360	12.59%
Facebook Followers	21,562	25,111	3,549	16.46%

Physical circulation grew year over year by 22.31% despite a plunge of about 30% in audiobook circulation. And while our Libby downloadable books only increased by 2%, our other downloadable and streaming services Hoopla and Kanopy saw substantial growth.

And although too numerous to list, the majority of our databases experienced increased usage, and as a whole their usage increased as well.

I credit this growth to our incredible staff. The library staff provide incredible customer service and offer innovative programs that draw the public in. Our central staff have demonstrated their ability to effectively market our services, select materials, and plan programming.

### Payroll and Human Resources System

We experienced almost immediate buyer's regret after we began services with G&A last year. We had contracted with G&A for timekeeping and payroll services as well as human resources support. Staff struggled with their website interface and their customer support underwhelmed, to be generous. SEOLS administrative staff spent hours fixing G&A mistakes, month after month. Unfortunately, exiting our agreement early would have required us to pay the rest of the contract term's fees, so we remained with them until this past spring.

Having promised the staff that we would fully correct our error, our search for replacement focused on splitting the payroll and timekeeping functions completely from the human resources side. We also wanted to keep human resources outsourced due to past staff experience with an internal human resources staff.

For timekeeping and payroll we reached out to Paycom because of recommendations from several colleagues who have praised their services and a few staff who used their systems in their prior

this would have been a great way to address county equity in Coal County, the Town of Tupelo has been very upfront that they do not feel they can afford utilities or future maintenance of the building. Because of this, we will be looking at the possibility of installing a holds locker in a public place in Tupelo instead.

### Coalgate Utility Problems

Coal County, which owns the Coalgate library building, and SEOLS could not agree to terms for an updated service agreement this past year. The sticking point continues to be the responsibility of paying the library's utilities. The City of Coalgate had paid the utilities from the time the county joined our system in 1980 until May 2022 when then City Manager Johnny Jump decided to stop the payments. To date, the City of Coalgate shows no interest in resuming utilities. In September the Board approved an action plan in the event we must close the Coalgate Public Library due to utility disconnections. We have kept the library open thanks to donations to pay for the utilities, 99% from one individual.

### Staff

SEOLS' turnover this past year came in waves. In the fall we experienced almost complete replacement of our library assistants in Stigler and Wilburton. Then after New Year's most of our Idabel assistants retired, moved, or accepted full-time positions with other employers. Oftentimes we had to reopen postings due to a lack of qualified candidates. This consumed large amounts of my time since we did not have human resources in place.

When we posted open positions in May and June, the process went more smoothly with higher quality applicants thanks to the tools included with our Paycom services and the management of the process by Who's Your HR?.

Furthermore, we filled two of our core positions, Technical Services Librarian and Northern Regional Manager.

### Technical Services Librarian

Miranda Wisor left SEOLS in May 2023 to accept a library director position for a small Virginia library system. This position is one of the hardest for us to fill as it requires a Master's of Library and Information Studies (MLIS) degree and knowledge of how technical services departments operate. It had taken us nearly a year to recruit Miranda in 2019. At that time the combination of a MLIS and experience was absolutely necessary as we needed to centralize selection, reevaluate our automation system (ILS), and modernize the department's procedures.

Fortunately for us, by the time Miranda left she had successfully centralized selection, led SEOLS in the purchase and implementation of a new ILS, improved the department's workflows, implemented system-wide shelf standards, and accomplished several other projects. Because of Miranda's hard work I believed we could fill the position with someone who had limited experience with technical services departments. After all, if the hire had the MLIS, library experience, and the demonstrated abilities to continuously learn and lead people, we could train them to perform the job and develop them. So that's the approach we took and the gamble has paid off.

In September Annie Emmons began her employment with us as Technical Services Librarian. Annie came from Metropolitan Library System in Oklahoma City where she worked in several

many suggestions from SEOLS team members that we clearly and obviously incorporate into future meetings. We do such a great job with these trainings that I plan to present a session proposal to the next ALA conference on how we conduct them.

We held managers meeting every other month to discuss Board decisions, procedure updates, and problems.

Numerous staff were allowed the opportunity to attend webinars and virtual workshops presented by the Oklahoma Department of Libraries and Oklahoma Library Association.

### **Furniture Projects**

While we had to pause our major projects, I was able to leverage our available furniture budget to make two small but notable improvements. The improvements came in Coal and Pittsburg Counties, where it is currently very prudent for us to spend funds.

### Coalgate

We replaced all of the public facing furniture in the Coalgate Public Library a few years ago, but we had not yet replaced any of the furniture in the manager's office. Although the public could not see into this office very well, the furniture was in dire need of replacement with drawers on the desk literally falling off. We therefore replaced the desk and cabinets in this office in FY 2024.

### Quinton

The legs of chairs in the Nelda Clark Myers Public Library meeting room were scratching up the pretty laminate floor of the meeting room. They also looked out of place with all of the other furniture. I therefore worked with L&M furniture to identify chairs with legs designed for laminate floors. This has improved the look and functionality of the meeting room.

### Professional Engagement

In FY 2024 several SEOLS leaders were voted to move into new positions of leadership within the Oklahoma Library Association, effective July 1, 2024. Hugo Manager Bessi Black won the election for chair-elect of the Small Oklahoma Library Roundtable, Wilburton Manager Shawna Busby began serving as chair of the Public Library Division, a position which includes voting privileges as part of the OLA Executive Board. And I, who have been serving as treasurer for the association for the past three years, was elected as President-Elect of the association. My presidency will begin on July 1, 2025.

### Financial Discussion and Analysis of Fiscal Year 2024\*

We started this fiscal year with some uncertainty regarding our ad valorem collections. FY 2023 collections for Coal County fell \$300,000 shy of our expectations due to protests from local gas plants. We did not have any expectations on how long this protest would continue or its final result. By August we knew from the annual excise report that at least \$110,000 of our funds were under protest in Coal County.

In addition to Coal County's ad valorem uncertainty, we had just used a significant amount of our cash reserves to build our new headquarters, purchase the bookmobile, and complete a handful of furniture replacement projects.

<sup>\*</sup>Numbers used reflect our CPA's end-of-year work and not any additional adjustments made by our auditor.

Choctaw	\$351,578	\$372,193	\$20,615	5.86%
Coal	\$474,428	\$619,248	\$144,820	30.53%
Haskell	\$292,368	\$311,495	\$19,127	6.54%
Latimer	\$281,400	\$304,548	\$23,148	8.23%
LeFlore	\$1,246,207	\$1,312,543	\$66,336	5.32%
McCurtain	\$1,379,576	\$1,584,457	\$204,881	14.85%
Pittsburg	\$1,762,335	\$1,901,697	\$139,362	7.91%
Total	\$5,787891	\$6,437,000	\$649,109	11.21 %

### State Aid Grant

All Oklahoma public libraries that meet the public hours and service requirements of the Oklahoma Department of Libraries (ODL) receive state aid grants each year. The money ODL uses to fund these grants comes from a combination of state appropriations and funds received from the Institute of Museum and Library Services (IMLS). ODL then distributes these funds based on a formula using population and community size. State aid grant money cannot be spent on capital improvements or replacements, and annually we must report what we used the money for. SEOLS used its FY 2024 state aid (\$86,354) to purchase online databases.

### Fees and Charges

Fees and charges encompass anything for which we charge customers, from overdue fines to copy charges. Although a relatively small portion of our budget, these fees indicate quite a bit of activity when you consider how many 10 cent copies it takes to get into thousands of dollars. Many people do not realize the volume of faxing we do for the public either; in our rural areas, home healthcare providers who must fax their reports have nowhere else to go. The \$68,801 we received in Fees and Charges was a \$6,000 increase over what we brought in the prior year and a strong indicator of our growing usage by the public.

### Interest

High interest rates may draw the ire of borrowers, but entities like SEOLS who can only invest in certificates of deposit (CDs) this last year were incredibly pleased with them. This year SEOLS invested even more of its general funds in CDs than at any point in my tenure and brought in \$108,477! We brought in an additional \$20,000 in interest on CDs we had purchased with money we have received or set aside for the McAlester remodel.

### Grants and Donations

This was a quiet year for grants with the only one we received being a \$900 reimbursement for equipment purchased to use in our Broken Bow telehealth pod, which itself was provided by the Oklahoma Department of Libraries and Oklahoma State University. We received \$8,807 from private citizens to cover the cost of utilities at the Coalgate library.

### McAlester Public Library Renovation Donations

For the upcoming McAlester Public Library remodel we received \$1,263,591 in donations. Most of this came from our major partners, Fugitt Foundation, Puterbaugh Foundation, and Steve Harrison.

### Capital Expenses

Our only capital expense was the \$110,000 we paid on our bookmobile loan in the spring.

### Summary

SEOLS experienced across the board usage increases without spending much more money than it had in FY 2023. This resulted in our coming in strongly under budget. With the funds this made available, we set aside funds for several projects while strengthening the system's cash reserves. This sets SEOLS up for completing numerous projects in FY 2025. Cash flow projections based on the current budget show us ending FY 2025 equally as strong. We can now resume furniture replacements, commission a compensation study, and more. We also look forward to starting the McAlester Public Library remodel. There are extremely good times to be a part of SEOLS.

			Net (Expense) Revenue & Changes in Net Assets	overnment			Total		\$ (5,709,070)	(774,783)	¢ (5 402 0£2)	(50,004,0)
			Expense) Revenue &	Primary Government		Governmental	Activities		(5,709,070)	(774,783)	(6 402 063)	(0,402,023)
			Net (F			త			643		6	9
homa	ivities	0, 2024		8	Operating	Grants and	Contributions		905	0	300	50%
Okla	f Acti	June 3		Kevenu	o	Gra	Contr		<del>6/3</del>		6	9
McAlester, Oklahoma	Statement of Activities	Year Ended June 30, 2024		Program Revenues		Charges for	Services		68,801	٥	100 00	100,001
2	<b></b>	<b>&gt;</b>				บี	S		<b>↔</b>		6	9
							Expenses		\$ 5,778,776	774,783	011	\$ 6,555,559
							Primary Government	Governmental Activities:	General Fund	Pension Fund	5	i otal Governmental Activities

General Kevenue Ad Valorem Tax Pension Income	6,359,578		6,359,578
Donations	13,238		13,238
State Aid	86,354		86,354
Investment Income	164,027		164,027
Surplus Sales	6,744		6,744
Insurance Proceeds	44,809		44,809
Miscellaneous	7,185		7,185
Total General Revenue	7,207,468		7,207,468
Change in Net Position	723,615		723,615
Unrealized Gain on Investment	425,368		425,368
Pledge Revenue	1,147,405		1,147,405
Total Other Income	1,572,773		1,572,773
Net Position, June 30, 2023	18,009,929		18,009,929
Net Position, June 30, 2024 \$	20,306,317	<del>69</del>	20,306,317

McAlester, Oklahoma Balance Sheet Governmental Funds June 30, 2024

Fund Balances	16,532,775
Amounts Reported for Governmental Activities in the	
Statement of Net Position are different because:	
Capital Assets Used by Governmental Activities of \$5,561,707	
Net of Accumulated Depreciation of \$1,788,165 are not financial	
resources and, therefore, are not reported in the funds.	3,773,542
Net Position of Governmental Activities	\$ 20,306,317

### McAlester, Oklahoma

### Statement of Revenue, Expenditures, and Changes in Fund Balance Governmental Funds Year Ended June 30, 2024

Total

Expenditures (cont.)	General Fund	Pension Fund	Governmental Funds
Operating Expenses			
Revaluation Fees	\$ 118,115	\$ 0	\$ 118,115
Human Resources Expense	113,554	0	113,554
Professional Fees	95,731	1,270	97,001
Computer Expense	88,484	0	88,484
Travel	59,898	0	59,898
Capital Outlay	49,581	0	49,581
Automation	49,294	0	49,294
Insurance	48,432	0	48,432
Supplies	37,029	0	37,029
Amortization Expense	33,224	0	33,224
Vehicle Expense	30,554	0	30,554
Interest Expense	30,111	0	30,111
Marketing	28,968	0	28,968
Audit Expense	27,433	0	27,433
Rent Expense	26,727	0	26,727
Utilities	22,914	0	22,914
Professional Development	21,301	0	21,301
Postage and Freight	20,769	0	20,769
Furniture Expense	10,268	0	10,268
In-Kind Donation Expense	6,570	0	6,570
Equipment Expense	6,275	0	6,275
Memberships	6,147	0	6,147
Miscellaneous Expense	3,121	0	3,121
Withdrawals / Distributions	0	773,513	773,513
Total Operating Expenses	934,500	774,783	1,709,283
Total Expenditures	5,617,545	774,783	6,392,328
Revenue Over (Under) Expenditures	1,134,096	(249,250)	884,846
Other Income/Expenses			
Unrealized Gain on Investments	0	425,368	425,368
Pledge Revenue	1,147,405	0	1,147,405
Total Other Income/Expenses	1,147,405	425,368	1,572,773
Fund Balance, June 30, 2023	9,274,857	4,800,299	14,075,156
Fund Balance, June 30, 2024	\$ 11,556,358	\$ 4,976,417	\$ 16,532,775

McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

The government-wide statements of activities report both the gross and net cost of the System's public library and administrative services. The public library and administrative services are also supported by general government revenues. The statements of activities reduce gross expenses (including depreciation) by related revenues, operating grants and contributions, and capital grants and contributions. Revenues must be directly associated with the public library and administrative services. Charges for services include charges and fees to customers for fines and charges for services provided.

The net costs are normally covered by general revenue (property taxes, state aid, other taxes, etc.).

The government-wide focus is on the sustainability of the System as an entity and the changes in the System's net position resulting from the current year's activities.

### Fund Financial Statements

Fund financial statements report detailed information about the System. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. Nonmajor funds, if any, are aggregated and presented in a single column.

All governmental funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectable within the current period or within 60 days after year-end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

The System reports the following governmental funds:

### General Fund:

The general fund is the primary operating fund of the System. It is used to account for all financial resources except those required to be accounted for in another fund. All general operating revenues not restricted as to use are recorded in the general fund.

### Special Revenue Funds:

Special revenue funds are used to account for the proceeds of specific revenue resources that are legally or administratively restricted to expenditures for specific purposes. The System's current special revenue fund include:

### a. Pension Fund

McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

### **Annual Budget**

The System is required by state law to prepare an annual budget. The Board of Trustees of the System formally approves the annual budget for the General Fund.

### Cash and Cash Equivalents

The System considers all cash on-hand, demand deposits, and certificates of deposit held at an individual bank which are subject to early withdrawal penalties, no matter what the maturity period, to be cash and cash equivalents.

### Investments

In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, investments held at June 30, 2024, with original maturities greater than 1 year are stated at fair value.

### **Advertising Costs**

All costs associated with advertising are expensed as incurred.

### **Property Tax Revenues**

The System is authorized by state law to levy property taxes which consist of ad valorem taxes on real and personal property Choctaw County, Coal County, Haskell County, Latimer County, LeFlore County, McCurtain County and Pittsburgh County. Several major industries in the counties claim an ad valorem manufacturer exemption. The State of Oklahoma will reimburse the counties for the industries that claim this exemption.

### **Property Taxes Receivable**

Property taxes receivable by the System include uncollected taxes assessed as of June 30, 2024 and earlier. Choctaw County, Coal County, Haskell County, Latimer County, LeFlore County, McCurtain County and Pittsburgh County owe the System outstanding ad valorem taxes. The System considers prior years' experience in estimating uncollectable property taxes. No provisions have been made for uncollectable amounts for the year ended June 30, 2024.

### State Revenues

The System receives revenue from the Oklahoma Department of Libraries to administer certain library materials.

McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

- b) Restricted net position: Consists of net position with constrains placed on the use either by (i) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or (ii) law through constitutional provisions or enabling legislation.
- c) Unrestricted net position: All other net positions that do not meet the definition of "restricted" or "net investment in capital assets".

It is the System's policy to first use restricted net position prior to the use of unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

### **Equity Classification - Fund Statements:**

Governmental fund equity is classified as fund balance in the fund statements. Fund balance is further classified as nonspendable, restricted, committed, assigned, and unassigned. The classifications are defined as:

- a) Nonspendable fund balance: Includes amounts that cannot be spent because they are either (i) not in spendable form or (ii) legally or contractually required to be maintained intact. This would include items not expected to be converted to cash, including prepaid expenses. It is the responsibility of the System's management to identify and report all nonspendable funds appropriately in the System's financial statements.
- b) Restricted fund balance: Consists of amounts with constraints placed on the use of resources either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation. It is the responsibility of the System's management to identify and report all restricted funds appropriately in the System's financial statements.
- c) Committed fund balance: Reflects specific purposes pursuant to constraints imposed by formal action of the System's highest level of decision-making authority. Also, such constraints can only be removed or changed by the same form of formal action.

For purposes of the committed fund balance, the Board of Trustees is considered the System's highest level of decision-making authority. Funds set aside by the Board of Trustees as committed fund balances require the passage of a resolution by a majority vote of the members of the Board of Trustees. The Board of Trustees has the authority to remove or change the commitment of funds with a majority vote. The governing board has implemented a cash management policy that commits 3 months of operating expenses. The committed fund balance for this purpose as of June 30, 2024 was \$1,453,381.

### McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

	General Fund			ension Fund		Total
-		Fund Balance	es			
Nonspendable:						
Prepaid Expenses	\$	102,832	\$	0	\$	102,832
Pension Accounts		0_		4,976,417		4,976,417
Total nonspendable	89	102,832		4,976,417	_	5,079,249
Restricted:		2,102,240	_	0	_	2,102,240
Committed:						
Operating Expenses		1,453,381		0		1,453,381
Capital Outlay Projects		730,696		0		730,696
Total committed		2,184,077	_	0	_	2,184,077
Assigned:						
Strategic Plan		100,000		0		100,000
Endowment		300,000		0_		300,000
Total assigned		400,000		0		400,000
Unassigned:		6,767,209		0		6,767,209
Total Fund Balances	\$	11,556,358	\$	4,976,417	\$	16,532,775

### Recent Accounting Pronouncements

### Governmental Accounting Policies Adopted During Current Year

In June 2022, GASB issued Statement No. 100, Accounting Changes and Error Corrections (GASB 100). GASB 100 proscribes accounting and financial reporting for accounting changes and error corrections to the financial statements. GASB 100 defines what constitutes an accounting change versus a change in accounting principle or error correction and outlines the appropriate note disclosures in each circumstance. The System adopted GASB 100 on July 1, 2023, for the June 30, 2024, reporting year. GASB 100 did not have a significant impact on the financial statements.

In June 2022, GASB issued Statement No. 101, Compensated Absences (GASB 101). GASB 101 outlines the definition of compensated absences and sets forth the accounting and financial reporting for compensated absence liabilities. GASB 101 outlines that leave accrued should be measured using the employees pay rate at the financial statement date and that certain salary related payments, such as Social Security and Medicare, should be included in such measurement. The

### McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

- B. Collateralized with securities held by the pledging financial institution's trust department or agent in the entity's name.
- C. Uncollateralized.

	Α	В	C	 Total
The Bank NA	\$ 250,000	\$ 3,978,358	\$ 0	\$ 4,228,358
First National Bank	250,000	16,543	0	266,543
Cash	0	0	65	65
	\$ 500,000	\$ 3,994,901	\$ 65	\$ 4,494,966

#### **NOTE 3 – INVESTMENTS**

The System's investment policies are governed by State statutes. Permissible investments include direct obligations of the U.S. government and agencies; negotiable certificates of deposit of savings and loan associations and bank and trust companies; and savings accounts or savings certificates of savings and loan associations and trust companies. Non-negotiable certificates of deposit are considered to be cash equivalents. Collateral is required for demand deposits and certificates of deposit on all amounts not covered by Federal Deposit Insurance Corporation insurance.

		Ba	lance as of June
Investment Name	Interest Rate		30, 2024
Arvest #369534	5.01%	\$	200,000
First National Bank - McAlester Renovation #77022	4.94%		235,697
First Bank - McAlester Renovation #85605	4.75%		250,000
Edward Jones #588-10997	Variable		699,145
Edward Jones - McAlester Renovation #588-10997	Variable		900,000
Community State - McAlester Renovation #116890	5.35%		250,000
		\$	2,534,842

## Custodial Credit Risk - Investments

Investments are made under the custody of the System's management in accordance with investment policies complying with State statutes and System policy.

Custodial credit risk is the risk that, in the event of the failure of a counterparty, the System will not be able to recover the value of its investments. Investment securities are exposed to custodial risk if they are uninsured, are not registered in the name of the System, or are held by a counterparty or the counterparty's trust department but not in the name of the System. While the investment

McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

of any liability for such expenditures, and in the opinion of management, any such amounts would not be considered material.

#### Leases

The System engaged in a long-term lease with the following entities:

- Canon on September 2, 2021. This lease is a 60-month contract with monthly payments of \$1,656.
- Quadient Leasing on January 8, 2021. This lease is a 63-month contract with monthly payments of \$209.
- Canon on June 30, 2023. This lease is a 60-month contract with monthly payments of \$410.
- Canon on June 7, 2021. This is a 60-month contract with a monthly payment of \$445.

Under GASB Statement No. 87, Leases, these leases are considered assets that are subject to depreciation.

The System reports the future lease payments as liabilities on the financial statements. The future payments are as follows:

8,0	Car	non			
F	rincipal		Interest	Tota	l Payments
\$	17,881	\$	1,991	\$	19,872
	18,776		1,096		19,872
	3,154		158		3,312
\$	39,811	\$	3,245	\$	43,056
		Principal \$ 17,881 18,776 3,154	\$ 17,881 \$ 18,776 3,154	Principal         Interest           \$ 17,881         \$ 1,991           18,776         1,096           3,154         158	Principal         Interest         Total           \$ 17,881         \$ 1,991         \$           18,776         1,096         \$           3,154         158

		Quadient	Leasing	1	3.	
	P	rincipal	In	terest	Total	Payments
FYE 06/30/2025	\$	2,224	\$	284	\$	2,508
FYE 06/30/2026		2,336		172		2,508
FYE 06/30/2027		1,705		92	):	1,797
	\$	6,265	\$	548	\$	6,813

McAlester, Oklahoma
Notes to Financial Statements
Year Ended June 30, 2024

#### Risk Management

The System is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years. The System maintains the following insurance coverage as protection against possible loss contingencies:

- Commercial Automobile Coverage
- Commercial Package
- Employment Practices Liability
- Workers Compensation
- Employer Liability
- Position Fidelity Bond

## NOTE 8 – ACCRUED PAYROLL AND COMPENSATED ABSENCES

The System accrues a payroll liability and a liability for vacation pay or other compensated absences. The cost is recognized when a claim is made for the accrued compensation by the employee.

Employees can accrue up to a maximum of 25 days or 200 hours of leave. The cost is recognized when a claim is made for the accrued compensation by the employee.

	Acc	rued Payroll	mpensated Absences	CA/Medi mployer
Balance as of 07/01/2023	\$	102,941	\$ 151,709	\$ 0
Additions		760	0	8,581
Reductions		0_	(2,270)	0
Balance as of 06/30/2024	\$	103,701	\$ 149,439	\$ 8,581
Amounts Due Within 1 Year	\$	103,701	\$ 149,439	\$ 8,581

#### NOTE 9 - RETIREMENT BONUS PAYABLE

Regular employees who depart after 10 years or more of consecutive service and who have worked at least 20 hours per week during this time are eligible for a retirement award. The balance of the retirement bonus as of June 30, 2024 is as follows:

McAlester, Oklahoma Notes to Financial Statements Year Ended June 30, 2024

#### NOTE 11 – TAX REVENUES

Approximately 95.1% of the total revenue of the library system for the current year was received from ad valorem taxes from a special tax levy voted by the citizens of Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain, and Pittsburg counties. Approximately 70.3% of the ad valorem tax revenues were received in January and February 2024. Any change in Oklahoma statutes regarding library tax levies or changes in state funding might affect the System's operations.

Tax Revenue	
Pittsburg County	\$ 1,871,965
McCurtain County	1,573,748
LeFlore County	1,297,945
Coal County	649,213
Choctaw County	369,717
Haskell County	301,623
Latimer County	 295,367
	\$ 6,359,578

#### NOTE 12 - RELATED PARTY TRANSACTIONS

The counties of Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain, and Pittsburg, Oklahoma, provide financial support to the Southeast Oklahoma Library System by furnishing buildings and building operating expenses, including utilities and building and contents insurance, for the operation of the library. The System is dependent upon this related party support as part of its operational costs.

#### **NOTE 13 - GOING CONCERN**

As of year ending June 30, 2024, the System is currently has a significant amount of Ad Valorem Tax being protested by Coal County.

## McAlester, Oklahoma Notes to Required Supplemental Information Year Ended June 30, 2024

#### Note 1 - Budgetary Policies

The System's annual operating budget represents appropriations authorized by the governing board and approved by the county governments in accordance with the Oklahoma Statutes.

The System's General Fund budget is limited by law to 90% of the amount of revenue collected in the prior fiscal year plus unreserved fund balances. The legal level of control is the expenditure category. It is the System's policy that all appropriations lapse at the end of the fiscal year.

The System prepares an annual operating budget for its General Fund. The System does not prepare an operating budget for its Special Revenue Funds. Specific grant funds operated within the General Fund and the Special Revenue Funds are operated under budgets required by the grant documents. The System prepares its annual operating budget on the accrual basis of accounting.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Southeast Oklahoma Library System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the System's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the System's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Furth & Associates, PC

Furrh & Associates, PC

Lawton, Oklahoma August 22, 2024

# Píttsburg County Election Board Tonya Barnes, Secretary

Assistant Secretary
Christy Holt

<u>Clerk</u> Peggy Arteberry



7 E Chickasaw Ave. McAlester, OK 74501 Office: 918-423-3877 Fax: 918-423-7088

## Resolution #25-085

The Board of County Commissioners, Pittsburg County met in regular session Monday, September 30, 2024.

WHEREAS, The Board of County Commissioners hereby declare the following list of property from the Pittsburg County Election Board as junked and destroyed and to be properly disposed of in the Alderson Regional Landfill.

BINDER MACHINE Inventory Number SL-205-2
DELL OPTIPLEX 7020 450V322 Inventory Number SL-218-10
DELL OPTIPLEX 7020 450V322 Inventory Number SL-218-11
DELL OPTIPLEX 7020 450V322 Inventory Number SL-218-12

The Pittsburg County Election Board has declared the above listed equipment as junked and wishes to remove the equipment from inventory and to be properly disposed of in the Alderson Regional Landfill.

NOW THEREFORE BE IT RESOLVED, The Board of County Commissioners hereby authorize the above listed equipment to be declared junk property and remove the above listed property from inventory of the Pittsburg County Election Board and to be properly disposed of in the Alderson Regional Landfill.

**Board of County Commissioners Pittsburg County, Oklahoma** 

CHAIRMAN

MEMBER

MEMBER /

ATTEST:

GODE SEAMMEL

## RESOLUTION 25-086

The Board of County Commissioners of Pittsburg County met in regular session on Monday, September 30, 2024.

WHEREAS, Highway District 1 issued the following purchase order:

1129, issued August 1, 2024 to Western Marketing, Inc. in the amount of \$3,516.26 for bulk oil and hydraulic fluid at the Haileyville shop

WHEREAS, this above-mentioned purchase order was paid by Highway District 3 on August 8, 2024 therefore purchase order 1129 is no longer needed and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby cancel purchase order 1129 in the amount of \$3,516.26 for bulk oil and hydraulic fluid as the invoice had already been paid by District 3.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK GODE

## RESOLUTION 25-087

The Board of County Commissioners of Pittsburg County met in regular session on Monday, September 30, 2024.

WHEREAS, the Bugtussle Volunteer Fire Department wishes to appoint Patty Devos to the Bugtussle Volunteer Fire Department Board of Directors. Ms. Devos is replacing Mr. Sam Anthony who has passed away and will complete his unexpired term.

WHEREAS, the Bugtussle Volunteer Fire Department approved Ms. Devos appointment during a meeting held on September 10, 2024.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby appoint Ms. Patty Devos to complete the unexpired term of Mr. Sam Anthony.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

VICE-CHAIRMAN\_

MEMBER

COUNTY CLERK 400

Active Record	TR NE SE SE N 90.0 W 202	Legal Description		Parcel Size	Book/Page	TIF District	Tax Area	Class	Classification	MCALESTER	92 L INCTION	age Till 1 260	DEVOS, PATE		Name ®	Туре	Cadastral	Parcel ID	Identification	Account:
Deleted Record	TR NE SE SE SEC 3-6-15 COM @ SE/C OF SEC, N02 W 684.5'TO POB, N 42.9 W 482.3' N 90.0 W 202.4', N 0.3 W 382.3', S 90.0 E 529.8', S 0.3 E 734.7' TO POB:	ption		7.97 Acres	2623-0612		108 - 28 Crowder-R	RR Rural Residential		OK 74501-	3		DEVOS, PATRICIA A & PATTY DEVOS		126734 -	REAL REAL	0000-06N-15E-03-0-401-01	0000-03-06N-15E-0-401-01		610007901
	2, N02 W 684.5' TO POB, N S 0.3 E 734.7' TO POB:			Value	Year/Remove	Value Freeze Options	Cross Ref	Parent	Assessment Data	Range	Township	Block/Lot	Description	Subdivision	Appr Zone 3	Nbhd Code 0.3	Situs 07	Community/Zip	Parcel Location	Parcel Status: 1 /
		23 User Comments				ਲ		•		15 E Quarter	6 N ▼ Section 3					→ PITTSBURG COUNT	07024	<u>1</u> 86		Active
		Other Exemptions	Total Homestead	Assessed Valuation				Locotto Latingini i Jpc	Extrada Examplian	Total Value	Mobile Home	Outbuildings	improvements	Land Value	Current Valuation		Uncapped Value	Remove Cap Year	Cap Options	Parcel ID: 0000-03-06N-15E-0-401-01
	5,060	0	0						Active	46,000	0	0	0	46,000	Fair Cash		0	2023		1-15E-0-401-01
	Current Levy Est Taxes	Net Taxable	Penalty					B	In A white Marrie	46,000	0	0	0	46,000	Not Capped	A STATE OF THE PARTY OF THE PAR		Remove C		
1	80.3200 406.00	5,060	0				arii	1.	Amount	5,060	0	0	0	5,060	Assessed-11.00%			Remove Current Year Cap		

# RESOLUTION 25-088

The Board of County Commissioners of Pittsburg County met in regular session on Monday, September 30, 2024.

WHEREAS, the Haywood-Arpelar Volunteer Fire Department wishes to transfer the following items:

ITEM	DESCRIPTION	SERIAL/VIN#
FD-HWARP-610-47		N/A
FD-HWARP-408-3	WINCH	N/A

WHEREAS, the above-mentioned items were installed on Unit# FD-HWARP-302-2 that was sold and transferred to Highway District 3 on July 15, 2024 by Resolution 25-017 therefore the above-mentioned items should also be transferred to Highway District 3.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby transfer the above-mentioned items from the inventory of the Haywood-Arpelar Volunteer Fire Department to the inventory of Highway District 3.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

## RESOLUTION 25-089

## To Declare Surplus and Advertise for Sale

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 30, 2024.

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

DESCRIPTION	SERIAL/VIN#
2014 FORD EXPLORER	1FM5K8AR4EGC02121

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

WHEREAS, the above-mentioned item will be sold at the McAlester Auto Auction on Thursday, October 24, 2024 during their weekly auction.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold at public auction on Thursday, October 24, 2024, at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

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

ATTEST:

VICE-CHAIRMAN

CHAIRMAN ,

## RESOLUTION 25-090 To Declare Surplus and Advertise for Sale

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 30, 2024.

WHEREAS, Highway District 1 wishes to declare the following item surplus to be sold at public auction:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
	2011 DODGE RAM 3500	3D6WZ4EL4BG637766
D1-301.172	2011 DODGE RAM 3500	3D6WZ4EL4BG0377

WHEREAS, Highway District 1 wishes to sell this item at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

WHEREAS, the above-mentioned item will be sold at the McAlester Auto Auction on Thursday, October 24, 2024 during their weekly auction.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold at public auction on Thursday, October 24, 2024, at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

VICE-CHAIRMAN

MEMBER 7

COUNTY CLERK

# RESOLUTION NO. 25- $0^{\circ}$

The Board of County Commissioners, Pittsburg County, met in regular session on September 30, 2024.

WHEREAS, Pittsburg County District #1 has been issued a check from Armstrong Bank for a reimbursement of an overpayment on a lease purchase. The check is to be deposited into the following account as the repair came from this account.

FUND	ACCOUNT	AMOUNT	
Highway Sales Tax	1313-6-8041-4130	\$519.51	

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

**THEREFORE BE IT RESOLVED,** that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$519.51 from Armstrong Bank.

ATTEST:

NELL COUNTY OF THE PROPERTY OF

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

\*Security features included. Details on back.

ARMSTRONG BANK- OVERPAYMENT 800037145 9/18/24

**VOID AFTER 90 DAYS** 

PAY TO THE ORDER OF

PITTSBURG COUNTY DIST #1\*

EXACTLY \*\*519 AND 51/100 DOLLARS

\$519.51

AUTHORIZED SIGNATURE

DISBURSEMENT

Han \$5000.00



# THE OFFICE OF ATTORNEY GENERAL 2024 SHERIFF'S OFFICE FUNDING GRANT PROGRAM AGREEMENT

This agreement is made between the Office of the Attorney General ("OAG") and Pittsburg County on behalf of the Sheriff's Office ("Recipient") (hereinafter collectively referred to as the ("Parties"). OAG agrees to provide funding to Recipient for the project or projects (the "Project(s)") described in Appendix A and in accordance with the terms and conditions provided in this Agreement. Recipient agrees to carry out the Project(s) detailed in Appendix A timely and in good faith and to abide by all terms and conditions of this Agreement.

## AMOUNT AND PURPOSE OF FUNDS

a. OAG is providing \$300,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) described in Appendix A.

## 2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this Agreement is to be made only from monies appropriated to the OAG by the Oklahoma Legislature for the Sheriff's Office Funding Assistance Grant Program established in Title 74, Section 20k-1A of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this Agreement if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.
- b. Recipient shall maintain Grant Funds in a separate cash fund titled Sheriff's Funding Assistance Grant (Fund #1574 for counties subject to SAI prescribed Chart of Accounts) and shall not comingle the funds with any other of Recipient's Funds.

### 3. TERM OF AGREEMENT

a. This Agreement is effective upon the date last signed by the parties (the "Effective Date") and shall automatically expire one year from the Effective Date, unless mutually extended and ratified by the Parties in writing (the "Term"). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.

b. If the funds are not fully spent by the June 30, 2026, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

#### AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the Agreement must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this Agreement must be signed and in writing by OAG.

## OAG PERFORMANCE

a. In accordance with the terms of this Agreement, the OAG will provide funding for the Project(s) up to the amount established in Title 74, Section 20k-1A of Oklahoma Statutes. Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.

## 6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and Appendix A, and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontractor of the Recipient incur an obligation on the part of OAG. Recipient is prohibited from subcontracting any Project(s) or use of funds provided under the terms of this Agreement.
- c. Recipient shall commence implementation of the Project(s) within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by OAG.
- d. During and following the Term, Recipient agrees to cooperate with, and provide information to, OAG, the State Auditor and Inspector, and any third-party evaluator for the purposes of compliance, reviews, and tracking results of the Sheriff's Office Funding Grant Program.

## 7. FUNDING TO RECIPIENT

- a. Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this Agreement. These funds are distributed to Recipient who shall

be responsible for the payment of all expenses incurred by Recipient in performing under this Agreement. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this Agreement as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this Agreement.

- c. Funds made available to Recipient under this Grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.
- d. Funds cannot be used to pay salary. Funds may be used to pay one-time stipends if proposed and approved in Appendix A.

## 8. EMPLOYEE BENEFITS

- a. Recipient acknowledges that the Grant funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to in addition to payment for overtime hours worked.
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

## 9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of OAG received anything of value in connection to this Agreement.

#### 10. NON-COLLUSION

- a. The Parties certify that neither has been a party to any collusion among applicants to the Sheriff's Office Funding Grant Program, collusion with any state official or employee in the awarding of this Grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this Grant.
- b. Recipient has not 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, directly or indirectly, in the procuring of this Agreement.

c. No person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

## 11. PUBLICATIONS AND OTHER MATERIALS

Any material produced in whole or in part as a result of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

### 12. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with Agreement funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

## 13. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide semi-annual Reports to OAG of funds dispersed during the term of this Agreement and a report detailing the progress of the project. Reports shall be due the last day of the month immediately following the conclusion of the reporting period. The reports shall include, but not be limited to, the following information:
  - i. A detailed itemization of the funds spent during the six (6) month reporting period (including the attachment of supporting financial documents to the report);
  - ii. An explanation of what was funded under item i. above;
  - iii. The remaining balance of the funds provided under this Agreement;
- b. The first report shall be due January 31, 2025.

Reporting Period	Report due
First Period (January 1 - June 30)	July 31
Second Period (July 1 – December 31)	January 31

- c. As used in this Agreement and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this Grant for seven

- (7) years after final payment. Recipient shall make these records available to OAG upon request. All records must properly account for all project funds and activities associated with the Grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- f. Recipient shall provide any status updates during the term of this Agreement to OAG upon request.

## 14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this Agreement complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.
- b. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of guidance issued by the OAG and State Auditor and Inspector regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto.

#### c. Non-Discrimination

By submitting their proposals, Recipient certifies to OAG that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- d. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- e. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### f. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

## g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

#### h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government

from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.
- k. Additional certifications by Recipient
  - i. Certification Required by 74 O.S. § 582. By executing this Agreement, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Agreement.
  - ii. Certification Required by 74 O.S. § 85.42(B). The parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.
- 1. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

## 15. CLOSING OUT OF AGREEMENT

- a. Recipient shall promptly return to OAG any funds received under this Agreement that are not expended for the Project(s) described in the Appendix A. Funds must be expended by June 30, 2026. Funds not expended in accordance with this Agreement must be returned no later than 60 days after demand by the OAG.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to OAG.

c. Recipient agrees to provide any additional information required by OAG after the expiration of this Agreement for the purpose of showing completion and results of the project.

# 16. <u>DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW</u>

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

## 17. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This Agreement may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
  - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
  - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
  - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

## 18. ENTIRE AGREEMENT

This Agreement, together with Appendix A, constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

#### 19. HEADINGS

Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the Agreement.

## 20. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

## 21. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

## 22. CONSTRUCTION

This Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party.

## 23. POINT OF CONTACT

Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice Title: Deputy General Counsel Phone Number: (405) 522-1214

Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Stephanie Lowery

Title: Grants Administrator Phone Number: 405-522-2617

Email: Stephanie.lowery@oag.ok.gov

IN WITNESS WHEREOF, the Parties have read and understand the foregoing terms of this Agreement and do by their signatures below hereby agree to its terms.

OAG:	
Signature Amie Ely	Date First Assistant
Printed Name	Title
Signature Ross Selman Printed Name	9/30/2024 Date
SHERIFF'S OFFICE:  Signature  FRANKIE McCleudon	9/30/2024 Date
Printed Name	

# APPENDIX A - Project(s) to be Funded.

Please attach page 6 of the Grant Application

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

# (6) DESCRIPTION OF PROPOSED PROJECTS

PROJECTS	DESCRIPTION	ESTIMATED COST**
EXAMPLE	Funds will be used for	\$ 75,000.00
1	Purchase two radio consoles and software for dispatch center. The dispatch center is currently running off a car radio. These consoles are necessary for our communication system. To keep deputies and county residents safe.	142,075
2	Purchase two vehicles for Sheriff's Office	102,118
3	Provide a bonus to our employees for their hard work and dedication to keeping our County safe.	55,807
4		
5		
Total Amount Requested		



705 EOC Drive McAlester, Oklahoma 74501 Office: (918) 423-5655

September 25, 2024

To Pittsburg County Board of county Commissioners,

The Emergency Operation Plan has been reviewed and revised for the current year, 2024. Attached you will find the updated paged numbered 47 – 60. Please replace the corresponding pages from the copy of the EOP you currently have. If you need a complete digital copy of the 2024 EOP, please feel free to request from Erin Brogdon at 918-423-5655 or <a href="mailto:ebrogdon@pittsburgcountyem.org">ebrogdon@pittsburgcountyem.org</a>. Please do not hesitate to reach out with any questions or concerns.

Regards,

Leonard Baughman

Director

## **EOP Amendment and Attestation Letter**

# Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program

This amendment may be executed at the Jurisdictions option and replaces the current Measurement Methods/Required Documentation associated with Emergency Operations Plan. By executing this agreement, the Jurisdiction replaces the below requirement found on page 5 by completing the attestation that follows.

Measurement Methods / Required Documentation: i. An EOP approval page signed annually by each of the Annexes or ESF representatives and the Subrecipient's highest elected (officials) by the 4th quarter report and no later than October 15, 2024 Attestation Pillsburg County Emergency Management printed Jurisdiction name) attests that we have completed an annual review and any required updates of our Emergency Operations Plan in accordance with the requirements outlined in Title 63 and guidance provided in the Comprehensive Preparedness Guide (CPG) 101 for the 2023 Emergency Management Performance grant award year. Approved By: City Mayor or Manager County Commissioner, District 1 Tribal Official Commissioner, District 2 County Commissioner, District 3 Emergency Management Ofrector Witnessed By: Notary Stamp

**OEM Representative** 

Should the primary EOC become unusable, an alternate EOC will be established at the Pittsburg County Health Department, 1400 College Avenue, McAlester, OK 74501. Communication equipment will be augmented with any that can be brought from the primary EOC. Radio equipped vehicles will augment alternate EOC requirements. Nearby restaurants will need to be used for feeding of EOC staff, or food may be catered in as needed.

### Incident command post.

During emergency operations, it may be necessary to set up an incident command post to coordinate response activities at the onsite location. Incident commanders (fire service, law enforcement officers or first responder on the scene) will be responsible for establishing such required command posts.

## Reports and Records.

The type of emergency dictates the reports required.

#### Initial Disaster Report.

This short report is designed to provide the Oklahoma Department of Emergency Management EOC with basic information about any emergency situation. See Appendix 4, Tab A, this Annex. Damage assessment reporting is addressed in Annex P.

#### Events Log.

A record of major events and response actions will be compiled by members of the EOC support staff to provide a history of actions taken. See Appendix 4 Tab B.

#### Other Reports.

Additional report forms can be found in other annexes of this plan.

#### Media.

News conferences will be held at regular intervals at an appropriate location. Media personnel may be allowed into the EOC in small numbers when accompanied by the Public Information Officer.

## ORGANIZATION ASSIGNMENT ROSTER **Pittsburg COUNTY**

Phone Number POLICY GROUP/COUNTY: Name l.

County Commissioners, Courthouse

918-423-1338 bocc@pittsburg.okcounties.org

Shop: 918-297-2933 **Charlie Rogers** District # 1 Shop: 918-432-5536 Mike Haynes District # 2 Shop: 918-423-1405 Ross Selman District #3

Key personnel

**Rural Fire Coordinator** 

John Tyle Hammons

**LEPC Chairperson** 

Leonard Baughman 918-916-1977 **Emergency Manager** 

lbaughman@pittsburgcountyem.org 918-423-5858, 918-424-9201 Frankie McClendon

Sheriff cmorris@pittsburgsheriff.com

Luke Underwood

**Gary Brooks** 

Theresa Kopenheimer 918-423-9305 F-911 Coordinator

theresa.kopenheimer@cityofmcalester.com

918-423-6830 Jonathan Schulz **DEQ Environmental Specialist** 

jonathon.schulz@deq.ok.gov 918-423-3636, 580-924-2601 Derek Griffey **OHP Troop D Commander** 

derek.griffey@dps.ok.gov

POLICY GROUP/MCALESTER: To be completed as/when applicable. II.

918-423-9300 McAlester City Hall A. dave.andren@cityofmcalester.com Dave Andren @918-318-0544 City Manager john.browne@cityofmcalester.com ©918-916-2525 John Browne Mayor:

City Council Members/Wards: gilmoremike@yahoo.com Levi Gilmore W1 justin.few@cityofmcalester.com W2 Justin Few chris.stone@cityofmcalester.com Chris Stone W3 randy.roden@cityofmcalester.com W4 Randy Roden billyjack.boatright@cityofmcalester.com Billy Boatright W5 zachformac@gmail.com W6 **Kevin Beaty** 

City Attorney: JTH@hammonsprice.com Key personnel

**Emergency Manager** 

Leonard Baughman

918-423-5655 ©918-916-1977

kenloe@pittsburgcountyem.org

McAlester Fire Chief

**Brett Brewer** 

©918-424-1352 918-423-6709

brett.brewer@cityofmcalester.com

McAlester Police Chief

Kevin Hearod

918-423-9304 ©918-424-7393

kevin.hearod@cityofmcalester.com

POLICY GROUP/KREBS: To be completed as/when applicable. III

Krebs City Hall:

918-423-6519

Mayor:

**Tommy Ray Walker** 

Vice-Mayor:

David Bailey City Council Members/Wards

Ward 1:

Dan Heathcock



Ward 2:

Connie Poole

Ward 3:

Jason Wagnon



Ward 4:

David Bailey

POLICY GROUP/HAILEYVILLE: To be completed as/when applicable. IV.

Haileyville City Hall

918-297-2402

Mayor:

Catherine Bailey-Morgan

cityofhaileyvillemayor@yahoo.com

City Clerk/Treasurer:

Ryndie Leiss

Council Members:

Ward 1-A Danny Karr

Ward 1-B Joe Fisk Ward 2-A Tyler McGuire

Ward 2-B Terry Sensibaugh Ward 3-A Johnny Ray

Ward 3-B Debbie Brown Ward 4-B Norman Lawson n/a n/a

n/a

n/a

n/a n/a n/a

POLICY GROUP/HARTSHORNE: To be completed as/when applicable. ٧.

Hartshorne City Hall:

918-297-2544

City Clerk – Kerry Porter

918-297-2544 ext. 104

Mayor:			•
	Ashley Faulkner		mayor@cityofhartshorne.com
City Co	uncil Members/Wards:		
Ward 1			
	Paul Marean		
	Mark Roberts		
Ward 2	:		
	Jessica Hackler		
	James Shaw	Mark Committee	
Ward 3	:		
	Jerry Earp		
	Sheryl Baker		
Ward 4	**		
	David Spears		
	Gary Jackson	The second second	
	POLICE GROUP/QUINTON: To b	ne completed as/when as	oplicable.
VI.	POLICE GROUP/QUINTON. TO L	completed as, when a	- r
Quinto	n City Hall:	918-469-2652	n/a
Mayor			
iviayor	Carey Gragg		n/a
Vice M			
	Karen Vance		n/a
Truste	e:		_
	Allen Miller		n/a
Truste	e:		
	Paula Peevy		n/a
Truste	e:		,
	Christina Bush		n/a
	POLICY GROUP/SAVANNA: To	he completed as/when a	pplicable.
VII.	POLICY GROUP/SAVANNA. TO	be completed as	
Savani	na City Hall:	918-548-3332	
Mayor			
iviayoi	. Coy Holt		
Counc	ilman:		
Counc	Nathan Ivey		
Counc	ilman:		
Count	Chad Graham		

VIII. POLICY GROUP/KIOWA: To be completed as/when applicable.

Kiowa City Hall:

918-432-5621

Mayor: kari@kiowaoklahoma.com Kari Peterson Vice Mayor: kristi@kiowaoklahoma.com Kristi Hall Ward 3: Mike Sexton Ward 4: **Scotty Barker** Ward 5: Regina Vanblaricom Treasurer: jeri@kiowaoklahoma.com Jeri Ann Hasty Court Clerk: leighanne@kiowaoklahoma.com Kristina Burgett POLICY GROUP/CANADIAN: To be completed as/when applicable. IX. Mayor: townofcanadian@cvok.net LouAnn Dugan Fire Chief: Vess Neil City Clerk/Treasurer/Secretary: n/a Paulette Blanks POLICY GROUP/CARLTON LANDING: To be completed as/when applicable. X. Mayor: mayor@townofcarltonlanding.org Mary Myrick Administrator: admin@townofcarltonlanding.org **Greg Buckley** COORDINATION GROUP: XI. Chief of Operations (McAlester/Pitts. Co) lbaughman@pittsburgcountyem.org Leonard Baughman(O)918-423-5655 ©918-916-1977 Deputy EM/EOC Ops. Staff Coord. dcossey@pittsburgcountyem.org Denton Cossey (O)918-423-5655 ©918-429-3161

©918-424-0396

Deputy EM/EOC Ops

Erin Brogdon (O)918-423-5655

ebrogdon@pittsburgcountyem.org

## XII. <u>Law Enforcement</u>:

County, Sheriff	(O)918-423-5858	
Sheriff Frankie McClendon		fmcclendon@pittsburgsheriff.com
Undersheriff Lloyd London	(w)918-424-9201 (w)918-424-9202	llondon@pittsburgsheriff.com
Citacistia in Lie y a same		
McAlester Police Dept	918-423-1212	kevin.hearod@cityofmcalester.com
Chief Kevin Hearod	918-423-9304	
Asst Chief Darrell Miller	918-423-9304	darrell.miller@cityofmcalester.com
Krebs Police Dept	918-423-2421	
Chief Dennis Cook	or 918-423-1212	dc kpd@yahoo.com
	040 207 2524	
Haileyville Police Dept Chief Brian Mathis	918-297-3521	haileyville.pd@yahoo.com
Asst Chief OPEN		
Hartshorne Police Dept	918-297-2544 or 918-470-2292	
Chief Jerry Ford	01918-470-2292	policechief@cityofhartshorne.com
Quinton Police Dept	918-469-3777	
	918-548-3332	
Savanna Police Dept Chief Matt Hines	918-548-5552	savannapolicechief@windstream.net
Asst Chief Orrin Gragert		savannapoliceastchief@windstream.net
Kiowa Police Dept	918-432-5564	- I
Chief Jess Wilson		jess@kiowapolice.com
XIII. <u>Fire/Rescue Service FD</u> :		
McAlester Fire Dept		a to the last of any
Brett Brewer (O)918-421-4950 Benny Brooks (O)918-421-4950	©918-424-1352 ©918-429-5570	brett.brewer@cityofmcalester.com benny.brooks@cityofmcalester.com
Canadian Fire Dept		
Vess Neil		
James Mefford Blue Fire Dept		
Hunter James		52

Elm Point Fire Dept		
Dale Mason		n/a
Dennis Mason	•	•
Kiowa Fire Dept		n/a
Tommy Mitchell William Ellis		n/a
Haywood-Arpelar Fire Dept		
Dale Brown		
Justin Young Arrowhead Estates Fire Dept		
Junior Crabtree		
Frank Weeks		n/a
Indianola Fire Dept		
Richard "RT" Marrow		
Kichara Ki Wanow		
Alderson Fire Dept		
Jim McCoy		
Russell Thurman		
Sam's Point Fire Dept		
Duane Rodgers		
Crowder Fire Dept		
Greg Hubbard		
Kelly Burks		
Ashland Fire Dept		
Kenny Weiher		
Toby Freas		
Bugtussle Fire Dept		
Lane Verner		
Corey Wall		n/a
Shady Grove Fire Dept		
Chris Herrin		
Anthony Wesley		n/a
Tannehill Fire Dept		
Gene Dalmont		
Kelly Crank		n/a
Highway 9 Fire Dept		
Danny Choat		
Mike Rhodes		
Hartshorne Fire Dept		
Gerry Barone		
n/a	n/a	n/a
Blanco Fire Dept		
William Johnson		
Chris Burchfield		
Savanna Fire Dept		
Jeff Jones		
Coy Holt		
Quinton Fire Dept		

Mike West **Scott Daniels** Pittsburg Fire Dept n/a Ty Sulivan **Holly Sweetin Krebs Fire Dept** Jim Cortassa Leonard Baughman Haileyville Fire Dept Kevin Mick n/a **Bobby Morrow** High Hill Fire Dept Nina Howry Mike Riley **Canadian Shores Fire Dept** Donald Cathey, Jr Justin King **Union Chappell Fire Dept** Jason Myers n/a Clayton Rice Russellville Fire Dept Hank Eakle Mike West

#### XIV. Health/Med.Services

Pittsburg County Health Dept julim@health.ok.gov 515-422-1877 Juli Montgomery james.schulz@health.ok.gov 405-862-6746 James Schulz County DHS Director deborah.shropshire@okdhs.org Dr. Deborah Shropshire (O)918-421-6100 918-426-1800 McAlester Regional Hospital james b@mrhcok.com (O)918-421-8160 James Biter Sc102366@mrhcok.com

#### Medical Emergency Response Center (MERC)

Kari Beggs ©405-226-5329 (O)918-912-2465 region4.5merc@gmail.com
Nicole Gregory ©706-570-6845 (O)918-912-2465 region4.5merc@gmail.com

#### XV. Shelter/Mass Care Service

McAlester Chapter of The American Red Cross

Rene Beezley ©918-421-0904 (O)918-423-0481 rene.beezley@redcross.org

#### City/County Maintenance Coordinator City/County Maintenance Foreman/PW Dept.

#### XVI. Independent School District Services

#### (Superintendent(s) & Principal(s) of Schools)

• •			
Canadian	Laura Gragg Ross Tucker Larry Tucker Jennifer Baker	918-339-2705	lgragg@canadian.k12.ok.us
Crowder	Robert Florenzano Kristel Hickman Anna Killebrew		rflorenzano@crowder.k12.ok.us
Frink Chambers	Richard Peckio Odis Trammell Scott Burke Rachel Bernardi	918-423-2434	rpeckio@frink.k12.ok.us
Haileyville	Roger Hemphill Brandie Heath Margaret Giles Clint Lawrence	918-297-2626	rhemphill@haileyville.k12.ok.us
Hartshorne	Jason Lindley Brandon Hendrix Nicole Green Deborah Ott David Parish James Shaw	918-297-2534	jlindley@hartshorne.k12.ok.us
Haywood	Bud Rattan Sherri Ridenour Jim Mize	918-423-6265	prattan@haywood.k12.ok.us
Indianola	Anna Peery Nathan Binam Bobby Powell	918-558-0800	anewman@indianola.k12.ok.us

	Tommy Pinkley		
Jones Academy	Patrick Moore	918-297-2518	pmoore@choctawnation.com
Kiowa	Sam Rhyne	918-432-5631	srhyne@kiowa.k12.ok.us
SRO	Keith Quaid Wade Daniel Rick Pool		•
Krebs	Patrick Turner	918-426-4700	pturner@krebs.k12.ok.us
	Krista Curley Ryan Guyer		rguyer@krebs.k12.ok.us
McAlester	Dr. Robert Steeber	918-423-4771	rsteeber@mpsbuffs.org
e e e e e e e e e e e e e e e e e e e	Paula Meadows KC Buck Lori Few Tracey Sontag William Higgins Kathy Hunt Preston James Jamie Price Caroline Miller Laurie Smith	918-432-5062	pmeadows@mpsbuffs.org kbuck@mpsbuffs.org Ifew@mpsbuffs.org tsontag@mpsbuffs.org whiggins@mpsbuffs.org khunt@mpsbuffs.org pjames@mpsbuffs.org jprice@mpsbuffs.org cmiller@mpsbuffs.org lsmith@mpsbuffs.org
Pittsburg	Liz Hall Lance Hess	318-432 3002	
Quinton	Dr. Trice Butler  Dane Lemmons  Rosalinda McClary	918-469-3100	tbutler@quintonschools.com
Savanna	Adam Newman Angie Wilson	918-548-3777	anewman@savanna.k12.ok.us
Tannehill	Jonathan Booth Molly Painter Brenda Deatherage	918-634-1883	jbooth@tannehill.k12.ok.us

Kiamichi VoTech

Raymond Wilson

**Brad Kellog** Kaci Cantrell



rwilson@ktc.edu

XVII.

Floodplain Administrators

Pittsburg County

Tawanna Cathey

918-423-4726

XVIII.

Public Utility Services: (Representatives from each utility)

**ELECTRIC: Name of Company, Address, Phone Numbers** 

**PSO** 

Johathan Wynn

918-426-7922,

Cell-918-318-7556

ivwvnn@aep.com

**Todd Monks** Victor Landin 918-426-7913,

Cell-918-2184564

twmonks@aep.com

918-426-7914,

Cell-361-290-6452

vllandin@aep.com

Kiamichi Electric

Michelle Warmuth

918-465-2338 ext 5627

©918-465-6443

mwarmuth@kiamichielectric.org

NATURAL GAS: Name of Company, Address, Phone Numbers

Center Point Energy

866-275-5265

TELEPHONE: Name of Company, Address, Phone Numbers

AT&T

1-800-288-2020

**EOC DIRECTION AND CONTROL STAFF:** XIX.

Communications/Message Center

918-423-5655

lbaughman@pittsburgcountyem.org

dcossey@pittsburgcountyem.org

ebrogdon@pittsburgcountyem.org

lbaughman@pittsburgcountyem.org 918-423-5655 Damage Assessment

dcossey@pittsburgcountyem.org

**Public Information** 

Lois Lupardus

©918-429-2273

lilannie572002@yahoo.com

lbaughman@pittsburgcountyem.org 918-423-5655 Warning/Reporting Section

dcossey@pittsburgcountyem.org

ebrogdon@pittsburgcountyem.org

Shelter/Evacuation Section

918-423-5655

lbaughman@pittsburgcountyem.org dcossey@pittsburgcountyem.org ebrogdon@pittsburgcountyem.org

Administration

918-423-5655

emergencymanagement@pittsburgcountyem.org

Ibaughman@pittsburgcountyem.org dcossey@pittsburgcountyem.org ebrogdon@pittsburgcountyem.org

Transportation

918-423-5655

emergencymanagement@pittsburgcountyem.org

lbaughman@pittsburgcountyem.org dcossey@pittsburgcountyem.org ebrogdon@pittsburgcountyem.org

#### AMERICAN RED CROSS:

Disaster office for Pittsburg County

Rene Beezley

918-421-0904

918-423-0481

rene.beezley@redcross.org

#### SALVATION ARMY:

Divisional Headquarters for Oklahoma and Arkansas, 5101 N. Pennsylvania, OK City. PH: 405-840-0735

#### MINISTERIAL ALLIANCE

AMATEUR RADIO OPERATORS/CLUB:

Matt Weeks

**David Weeks** 

Jered Weeks

Bryan Fuller

**Terry Dalpoas** 



#### STORM SPOTTERS

Matt Weeks David Weeks

Jered Weeks

Bryan Fuller

**Terry Dalpoas** 

mweeks@pittsburgcountyem.org dweeks@pittsburgcountyem.org jweeks@pittsburgcountyem.org bfuller@pittsburgcountyem.org

#### PITTSBURG COUNTY WATER DISTRICTS:

Pittsburg Co PWA (Crowder)

Pittsburg Water Plant

McAAP

McAAP

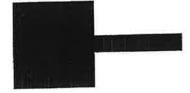
Krebs Utility

Vincent Lott

Dale Vanblaricom Anamari Holcomb

Robert "Wade" Miller

Ionathan Clifton



McAlester PWA Nick Manning Dale Vanblaricom Kiowa PWS Pittsburg Co. Water Authority Ryan McCullar Chris Black Longtown RW&S Dist. 1 Roy Engleman Pittsburg RWD #14 Wesley Miller Hartshorne Daniel Gilbert Pittsburg RW&SD #15 Coty Dedman Savanna WWP James Terral Pittsburg RWD #11 Donny Logsdon Pittsburg Co. RWD #16 Roy Engleman Pittsburg RWD #9 Pittsburg Co. RWD #7 (Arpelar) Daniel Gilbert Roy Engleman Pittsburg RWD #6 Jeremy Ward Indianola RWD #18 Travis Jackson Haileyville PWS Mike Dunagan Adamson RWD #8 **David Clark** Pittsburg RWD #5 **Dustin Murdaugh** Arrowhead State Park Justin Jimmerson Jackie Brannon Corr CTR Sabrina Smith Jimmy Daniels **Quinton PWS** Pittsburg Co. RWSG #19 JoAnn Richardson Narconon-Arrowhead Charlie Leeger Oklahoma State Penitentiary **Roy Blanks** Pittsburg RWD #20 (Carlton Landing) Marcus Kirk Wilburton PWS Randy Clark Wilburton WWT Vivian "Tinker" Moody Management Company

#### AGRICULTURAL/ANIMAL SERVICES:

Pittsburg County Animal Shelter: Michelle VanPelt Pittsburg County OSU Ext Office: David Cantrell City of McAlester Animal Control:	918-423-7803 918-423-4120 918-423-1212	pcas1206@yahoo.com david.cantrell@okstate.edu
City of Krebs Animal Control:	918-423-1212	
City of Hartshorne Animal Control: Cathy Bailey		ceac@cityofhartshorne.com

#### OTHER VOLUNTEERS:

= ± ±

MUMMON VID

Please sign the 3 attached documents and mail an original to the below address. Also please have your attorney sign Ex. A(Opinion of Counsel), answer the questions on Ex. F, and include proof of insurance with RCB Bank and lien holder/loss payee. If you have any questions please let me know.

#### Mail originals to:

RCB Bank Attn: Bryant Vail PO Box 278 120 W Canadian Vinita OK 74301

Bryant Vail Vice President NMLS#825414 RCB Bank

120 W Canadian PO Box 278 Vinita OK 74301

Office Direct: 918-713-0208

Cell: 918-323-6257

Email: bryant.vail@rcbbank.bank

#### Pittsburg County, Oklahoma LEASE PURCHASE AGREEMENT LEASE#10402246

This agreement is made this day of September 30, 2024 by and between the Board of County Commissioners of <u>Pittsburg</u> County, Oklahoma, designated throughout this agreement as the Lessee and <u>Bob</u> <u>Moore Auto Group</u> designated throughout this agreement as the Lessor.

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

Make Model Description Serial# Quantity Unit Price Lease Purchase Price

Make Model Description Serial# Quantity Unit Price Lease Purc '24 Ford F450 Truck w/upfit 1 \$69,309.00 \$79,583.40

VIN#1FDUF4HN3RDA13799

\*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

- II. Payment Of Lease Purchase Installments
  In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor, for the Equipment, the sum of \$1,326.39 per month (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.
- III. Lease Term
  This lease shall commence on the date the equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.
- IV. Option to Renew

  The Lessee is hereby granted 5 successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of 3 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such options shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.
- V. Title To Equipment
  The equipment is and shall at all times during the term of this lease and any renewal terms remain the sole
  property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final
  payment is made.
- In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single, final payment of \$1,326.99. (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of this agreement.

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X.

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the term of this paragraph.

**Patents** XI.

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

Entire Agreement of The Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision 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.

XVI. Choice of Law

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

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

Charlie W. Rogers, Commissioner Dist. #1

FOR THE LESSOR:

Bob Moore Auto Group

FLEET MANAGER

sioner Dist. #2

Ross Selman, Commissioner Dist. #3

Attest:

Hope Trammell, County Clerk

### EXHIBIT A TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT Dated September 30, 2024 between Bob Moore Auto Group as Lessor and Board of County Commissioners of Pittsburg County as Lessee

#### OPINION OF COUNSEL

As counsel for the Board of County Commissioners of Pittsburg County ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated September 30, 2024 by and between Lessee and Bob Moore Auto Group ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is valid existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit C to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

THE	
Signature	Constitution of the second
	22734
Printed Na	me: Chuch Sullivan
Address:	109 E Carl Albert Pkung
Telephone	(918) 423- 1324
Date:	9/30/24

### EXHIBIT B TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT Dated September 30, 2024 Between Bob Moore Auto Group as Lessor and Board of County Commissioners of Pittsburg County as Lessee.

#### CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting County Clerk of the <u>Pittsburg</u> County and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

July 1 to June 30

Dated: September 30, 2024

Pittsburg County:

Hope Trammell, County Clerk

CLERK 3 HOLL SBURG COMMISSION

### EXHIBIT C TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT Dated September 30, 2024 Between Bob Moore Auto Group as Lessor and Board of County Commissioners of Pittsburg County as Lessee.

#### RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the Board of County Commissioners of Pittsburg County (the "Lessee") held on September 30, 2024 the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of <u>'24</u>

Ford F450 Truck VIN#1FDUF4HN3RDA13799 w/upfit\*equipment listed includes all attachments, accessions, and additions now and hereafter acquired (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with <u>Bob Moore Auto Group</u> as Lessor, Board of County Commissioners of <u>Pittsburg</u> County as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from <u>Bob Moore Auto Group</u> Dated <u>March 11, 2024</u>, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

#### Fire Protection/Haywood Vol. Fire Dept

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

#### Ross Selman, Chairman

#### Hope Trammell, County Clerk

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2024 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Tope Trammell, Secretary/Clerk of Lessee

Attach: Related Agenda Board Minutes

### EXHIBIT D TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT Dated September 30, 2024 Between Bob Moore Auto Group as Lessor and Board of County Commissioners of Pittsburg County as Lessee.

#### CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the Board of County Commissioners of Pittsburg County, as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2024 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Pittsburg County:

Ross Selman, Chairman

ATTEST: Hope Trammell, County Clerk

### EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT Dated September 30, 2024 between Bob Moore Auto Group as Lessor and Board of County Commissioners of Pittsburg County as Lessee

#### ACCEPTANCE CERTIFICATE

Re: Equipment Lease-Purchase Agreement, dated September 30, 2024 (the "Agreement") between Bob Moore Auto Group ("Lessor") and Board of County Commissioners of Pittsburg County ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the required insurance coverage.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date:

Equipment Description: 24 Ford F450 Truck VIN#1FDUF4HN3RDA13799 w/upfit \*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

Pittsburg County:

Ross Selman, Chairman

ATTEST: Hope Trammell, County Clerk

### EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT Dated September 30, 2024 between Bob Moore Auto Group as Lessor and the Board of County Commissioners of Pittsburg County as Lessee

#### STATEMENT OF ESSENTIAL USE

Lessee hereby states that the lease purchase agreement dated <u>September 30, 2024</u> for: <u>'24 Ford F450 Truck VIN#1FDUF4HN3RDA13799 w/upfit</u> \*equipment listed includes all attachments, accessions, and additions now and hereafter acquired(Equipment) is duly authorized and that the Equipment being leased is of essential use.

	à) 2)	YES	NO
1. We expect the Equipment will be of essential use for the term of the lease	54		
2. Does it replace Equipment that performed this (these) same function(s)?	ş. E		
3. Was this Equipment chosen through competitive bidding?	(d)		
4. Which internal fund will be used to make the lease payments? Fire Sales Tax	T		
By: Ross Selman, Chairman	Willia.		
ATTEST: Apple Trammell, County Clerk	Who count		

#### Amortization Schedule

Pittsburg Co: Equip Cost \$69,309.00 + Doc Fee \$350 = Total \$69,659

Nominal Annual Rate:

5.370%

<b>Amortization</b>	Schedule -	· U.S.	Rule,	360	Day	Year

Amo		edule - U.S. Rule, 360		Principal	Balance
	Date	Payment	Interest	Pinicipal	69,659.00
Loan	09/30/2024		211 72	1,014.67	68,644,33
1	10/31/2024	1,326.39	311.72	1,019.21	67,625.12
2	11/30/2024	1,326.39	307.18	·	66,601.35
.3	12/31/2024	1,326.39	302.62	1,023.77	00,001.55
2024	Totals	3,979.17	921. <u>5</u> 2	3,057.65	c= === 00°
4	01/31/2025	1,326.39	298.04	1,028.35	65,573.00
5	02/28/2025	1,326.39	293.44	1,032.95	64,540.05
6	03/31/2025	1,326.39	288.82	1,037.57	63,502.48
7	04/30/2025	1,326.39	284.17	1,042.22	62,460.26
8	05/31/2025	1,326.39	279.51	1,046.88	61,413.38
9	06/30/2025	1,326.39	274.82	1,051.57	60,361.81
10	07/31/2025	1,326.39	270.12	1,056.27	59,305.54
11	08/31/2025	1,326.39	265,39	1,061.00	58,244.54
12	09/30/2025	1,326.39	260.64	1,065.75	57,178.79
13	10/31/2025	1,326.39	255.88	1,070.51	56,108.28
14	11/30/2025	1,326.39	251.08	1,075.31	55,032.97
15	12/31/2025	1,326.39	246.27	1,080.12	53,952.85
2025	Totals	15,916.68	3,268.18	12,648.50	2
16	01/31/2026	1,326.39	241.44	1,084.95	52,867.90
17	02/28/2026	1,326.39	236.58	1,089.81	51,778.09
18	03/31/2026	1,326.39	231.71	1,094.68	50,683.41
19	04/30/2026	1,326.39	226.81	1,099.58	49,583.83
20	05/31/2026	1,326.39	221.89	1,104.50	48,479.33
21	06/30/2026	1,326.39	216.95	1,109.44	47,369.89
22	07/31/2026	1,326.39	211.98	1,114.41	46,255.48
23	08/31/2026	1,326.39	206.99	1,119.40	45,136.08
24	09/30/2026	1,326.39	201.98	1,124.41	44,011.67
25	10/31/2026	1,326.39	196.95	1,129.44	42,882.23
26	11/30/2026	1,326.39	191.90	1,134.49	41,747.74
27	12/31/2026	1,326.39	186.82	1,139.57	40,608.17
2026	Totals	15,916.68	2,572.00	13,344.68	
28	01/31/2027	1,326.39	181.72	1,144.67	39,463.50
29	02/28/2027	1,326.39	176.60	1,149.79	38,313.71
30	03/31/2027	1,326.39	171.45	1,154.94	37,158.77
31	04/30/2027	1,326.39	166.29	1,160.10	35,998.67
32	05/31/2027	1 <u>,</u> 326.39	161.09	1,165,30	34,833.37
33	06/30/2027	1,326.39	155.88	1,170.51	33,662.86
34	07/31/2027	1,326.39	150.64	1,175.75	32,487.11
3,5	08/31/2027	1,326.39	145.38	1,181.01	31,306.10
36	09/30/2027	1,326.39	140.09	1,186.30	30,119.80
37	10/31/2027	1,326.39	134.79	1,191.60	28,928.20
38	11/30/2027	1,326.39	129.45	1,196.94	27,731.26
39	12/31/2027	1,326.39	124.10	1,202.29	26,528.97

2027	Totals	15,916.68	1,837.48	14,079.20	ă.
40	01/31/2028	1,326,39	118.72	1,207.67	25,321.30
41	02/29/2028	1,326.39	113.31	1,213.08	24,108.22
42	03/31/2028	1,326,39	107.88	1,218.51	22,889.71
43	04/30/2028	1,326.39	102.43	1,223.96	21,665.75
44	05/31/2028	1,326.39	96.95	1,229.44	20,436.31
45	06/30/2028	1,326.39	91.45	1,234.94	19,201.37
46	07/31/2028	1,326.39	85.93	1,240.46	17,960.91
47	08/31/2028	1,326.39	80.38	1,246.01	16,714.90
4.8	09/30/2028	1,326.39	74.80	1,251,59	15,463.31
49.	10/31/2028	1,326.39	69.20	1,257.19	14,206.12
50	11/30/2028	1,326.39	63.57	1,262.82	12,943.30
5.1	12/31/2028	1,326.39	57.92	1,268.47	11,674.83
	Totals	15,916.68	1,062.54	14,854.14	1
52	01/31/2029	1,326.39	52.24	1,274.15	10,400.68
53	02/28/2029	1,326.39	46.54	1,279.85	9,120.83
54	03/31/2029	1,326.39	40.82	1,285.57	7,835.26
55	04/30/2029	1,326.39	35.06	1,291.33	6,543.93
56	05/31/2029	1,326.39	29.28	1,297.11	5,246.82
57	06/30/2029	1,326.39	23.48	1,302.91	3,943.91
58	07/31/2029	1,326.39	17.65	1,308.74	2,635.17
59	08/31/2029	1,326.39	11.79	1,314.60	1,320.57
60	09/30/2029	1,326.39	5.82	1,320.57	0.00
	Totals	11,937.51	262.68	11,674.83	
	d Totals	79,583.40	9,924.40	69,659.00	

Last interest amount decreased by 0.09 due to rounding.

ANNUAL	FINANCE	Amount Financed	Total of Payments
PERCENTAGE RATE  The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.370%	\$9,924.40	\$69,659.00	\$79,583.40

Pittsburg County:

Ross Selman, Chairman

ATTEST: A COLUMN Clerk

#### INSURANCE REQUIREMENTS

Dated <u>September 30, 2024</u> Between <u>Bob Moore Auto Group</u> as Lessor and Board of County Commissioners of <u>Pittsburg</u> County as Lessee.

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance goverage, the Lessee has instructed the insurance agent to issue:

- All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: '24 Ford F450 Truck VIN#1FDUF4HN3RDA13799 w/upfit \*equipment listed includes all attachments, accessions, and additions now and hereafter acquired.

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Attach: Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

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OKLAHON	OKLAHOMA OWNERS SECURITY VERIFICATION FORM	Y VERIFICATION FOR	M
COMPANY NAIC NUMBER	COMPANY NAME AND ADDRESS National Union Fire Insura 175 Water Street New York, NY 10038	COMPANY NAME AND ADDRESS X COMMERCIAL National Union Fire Insurance of Pittsburgh PA 175 Water Street New York, NY 10038	PA
POLICY NUMBER VFNU-TR-0011292		09/26/2024 (	05/28/2025
YEAR MAKE/MODEL		VEHICLE IDENTIFICATION NUMBER	UMBER
4	SH VEH	1FDUF4HN3RDA13799	799
AGENCY/COMPANY ISSUING	AGENCY/COMPANY ISSUING FORM (INCLUDE ADDRESS AND TELEPHONE NUMBER)	TELEPHONE NUMBER)	(918) 341-2196
The Burrows Agency 307 West Patti Page Blvd	vd		10
NAME OF INSURED	Unwayood Arnelar Volunteer Fire Department	er Fire Denartment	

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**EXCLUDED DRIVERS** COVERAGES:

AN OWNER'S LIABILITY INSURANCE POLICY HAS BEEN ISSUED PURSUANT TO THE COMPULSORY INSURANCE LAW OF OKLAHOMA. KEEP A COPY OF THIS OWNERS SECURITY VERIFICATION FORM IN THE MOTOR VEHICLE AT ALL TIMES. SUBMIT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM WITH YOUR APPLICATION FOR REGISTRATION. <u>ه</u> 0 @ \_ z 꼬

SEE IMPORTANT INFORMATION ON REVERSE SIDE

## OKLAHOMA OWNERS SECURITY VERIFICATION FORM COMPANY NAME AND ADDRESS X COMMERCIAL PERSONAL

COMPANY NAIC NUMBER

National Union Fire Insurance of Pittsburgh PA 175 Water Street New York, NY 10038

YEAR FORD BRUSH VEH MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

(918) 341-2196

EFFECTIVE DATE **09/26/2024** 

EXPIRATION DATE **05/28/2025** 

VFNU-TR-0011292

1FDUF4HN3RDA13799

AGENCY/COMPANY ISSUING FORM (INCLUDE ADDRESS AND TELEPHONE NUMBER) The Burrows Agency

Claremore, OK 74017 307 West Patti Page Blvd

NAME OF INSURED

Haywood Arpelar Volunteer Fire Department

COVERAGES: (A) C (D) (G) L N R R1 c

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EXCLUDED DRIVERS

AN OWNER'S LIABILITY INSURANCE POLICY HAS BEEN ISSUED PURSUANT TO THE COMPULSORY INSURANCE LAW OF OKLAHOMA. KEEP A COPY OF THIS OWNERS SECURITY VERIFICATION FORM IN THE MOTOR VEHICLE AT ALL TIMES. SUBMIT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM WITH YOUR APPLICATION FOR REGISTRATION.

SEE IMPORTANT INFORMATION ON REVERSE SIDE

## **HOW TO IDENTIFY YOUR COVERAGE**

LIABILITY (BODILY INJURY) PROPERTY DAMAGE)

COMPREHENSIVE MEDICAL PAYMENTS

zrado COLLISION

OSS TO YOUR RECREATIONAL VEH.

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DISABILITY

DEATH, DISMEMBERMENT

UNINSURED MOTOR VEHICLE

CAR RENTAL AND TRAVEL EXPENSE

CAR RENTAL

LOSS OF EARNINGS

# **EMERGENCY ROAD SERVICE**

## NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES

OKLAHOMA STATE LAW REQUIRES THAT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM BE CARRIED IN THE MOTOR VEHICLE AT ALL TIMES, AND BE PRODUCED BY ANY DRIVER OF THE VEHICLE UPON REQUEST FOR INSPECTION BY ANY PEACE OFFICER OR REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SAFETY, IN THE CASE OF AN ACCIDENT, THIS FORM SHALL BE SHOWN UPON REQUEST OF ANY PERSON AFFECTED BY THE ACCIDENT.

OKLAHOMA STATE LAW ALSO REQUIRES THAT A CURRENT COPY OF THIS OWNERS SECURITY VERIFICATION FORM MUST BE SURRENDERED TO THE MOTOR LICENSE AGENT OR OTHER REGISTERING AGENCY UPON APPLICATION OR RENEWAL FOR A MOTOR VEHICLE LICENSE PLATE

ACORD 50 OK (2009/08)

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## HOW TO IDENTIFY YOUR COVERAGE

CAR RENTAL AND TRAVEL EXPENSE

DEATH, DISMEMBERMENT UNINSURED MOTOR VEHICLE CAR RENTAL

⋗ LIABILITY (BODILY INJURY)

MEDICAL PAYMENTS PROPERTY DAMAGE)

COMPREHENSIVE

COLLISION

EMERGENCY ROAD SERVICE

zraon LOSS TO YOUR RECREATIONAL VEH.

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## NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES

OKLAHOMA STATE LAW REQUIRES THAT A COPY OF THIS OWNERS SECURITY VERIFICATION FORM BE CARRIED IN THE MOTOR VEHICLE AT ALL TIMES, AND BE PRODUCED BY ANY DRIVER OF THE VEHICLE UPON REQUEST FOR INSPECTION BY ANY PEACE OFFICER OR REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SAFETY. IN THE CASE OF AN ACCIDENT, THIS FORM SHALL BE SHOWN UPON REQUEST OF ANY PERSON AFFECTED BY THE ACCIDENT.

AGENT OR OTHER REGISTERING AGENCY UPON APPLICATION OR RENEWAL FOR A SECURITY VERIFICATION FORM MUST BE SURRENDERED TO THE MOTOR LICENSE OKLAHOMA STATE LAW ALSO REQUIRES THAT A CURRENT COPY OF THIS OWNERS MOTOR VEHICLE LICENSE PLATE.

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ACORD 50 OK (2009/08)

A LABILITY INSURANCE POLICY HAS BEEN ISSUED PURSUANT TO THE COMPULSORY INSURANCE LAW OF OKLAHOMA. CARRY THIS OPERATORS SECURITY VERIFICATION FORM WHENEVER OPERATING ANY MOTOR VEHICLE.	COVERAGES: A C D G L N R R1 U S T Z	NAME OF INSURED	.5	AGENCY/COMPANY ISSUING FORM (INCLUDE ADDRESS AND TELEPHONE NUMBER)	YEAR MAKEIMODEL VEHICLE IDENTIFICATION NUMBER	POLICY NUMBER EFFECTIVE DATE	COMPANY NAME AND ADDRESS COMMERCIAL	OKLAHOMA OPERATORS SECURITY VERIFICATION FORM	
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## HOW TO IDENTIFY YOUR COVERAGE

LIABILITY (BODILY INJURY) PROPERTY DAMAGE)
MEDICAL PAYMENTS ᅥᇰ

zraon COMPREHENSIVE

COLLISION

OSS TO YOUR RECREATIONAL VEH.

LOSS OF EARNINGS

CAR RENTAL
CAR RENTAL AND TRAVEL EXPENSE
UNINSURED MOTOR VEHICLE
DEATH, DISMEMBERMENT
DISABILITY

**EMERGENCY ROAD SERVICE** 

## NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES

OKLAHOMA STATE LAW REQUIRES THAT THIS OPERATORS SECURITY VERIFICATION FORM MAY BE CARRIED IN LIEU OF AN OWNERS FORM BY AN OPERATOR OF THIS MOTOR VEHICLE. THIS FORM SHALL BE PRODUCED BY ANY PEACE DRIVER OF THE VEHICLE UPON REQUEST FOR INSPECTION BY ANY PEACE OFFICER OR REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SAFETY. IN THE CASE OF AN ACCIDENT, THIS FORM SHALL BE SHOWN UPON REQUEST OF ANY PERSON AFFECTED BY THE ACCIDENT.

ACORD 51 OK (2009/08)

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## HOW TO IDENTIFY YOUR COVERAGE

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CAR RENTAL
CAR RENTAL AND TRAVEL EXPENSE
UNINSURED MOTOR VEHICLE

× LIABILITY (BODILY INJURY/ PROPERTY DAMAGE) MEDICAL PAYMENTS COMPREHENSIVE

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DEATH, DISMEMBERMENT

LOSS OF EARNINGS DISABILITY

COLLISION

LOSS TO YOUR RECREATIONAL VEH. EMERGENCY ROAD SERVICE

## NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES

OKLAHOMA STATE LAW REQUIRES THAT THIS OPERATORS SECURITY VERIFICATION FORM MAY BE CARRIED IN LIEU OF AN OWNERS FORM BY AN OPERATOR OF THIS MOTOR VEHICLE. THIS FORM SHALL BE PRODUCED BY ANY DRIVER OF THE VEHICLE UPON REQUEST FOR INSPECTION BY ANY PEACE OFFICER OR REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SAFETY. IN THE CASE OF AN ACCIDENT, THIS FORM SHALL BE SHOWN UPON REQUEST OF ANY PERSON AFFECTED BY THE ACCIDENT.

ACORD 51 OK (2009/08)

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#### **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 10/1/2024

		E INFORMATION ONLY	AND CONFERS NO	RIGHTS UPON	THE
ADDITIONAL INTEREST NAMED BE	SURANCE IS ISSUED AS A MATTER C LOW. THIS EVIDENCE DOES NOT AF DLICIES BELOW. THIS EVIDENCE OF D REPRESENTATIVE OR PRODUCER	INSURANCE DOES NO	T CONSTITUTE A		
	t): 918-341-2196	COMPANY		DΛ	
The Burrows Agency 307 West Patti Page Blvd Claremore, OK 74017	(j. 3 10-3+1-2100	National Union Fire Inst 175 Water Street New York, NY 10038	drance of Pillsburgh	ra	
EAV E-MAIL		1			
FAX E-MAIL ADDRESS:	_	1			1
CODE: AGENCY	SUB CODE:	1			
CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER	
Haywood Arpelar Fire Dept 12458 W US HWY 270				VFNU-TR-00112	92
McAlester OK 74501		EFFECTIVE DATE	EXPIRATION DATE	CONTINU	ED UNTIL
		05/28/2024	05/28/2025	TERMINA	TED IF CHECKED
		THIS REPLACES PRIOR EVID	ENCE DATED:		
PROPERTY INFORMATION					
LOCATION/DESCRIPTION					
2024 FORD F450 1fduf4hn3rda13799					
NOTWITHSTANDING ANY REQUIREM	ED BELOW HAVE BEEN ISSUED TO TH MENT, TERM OR CONDITION OF ANY C CE MAY BE ISSUED OR MAY PERTAIN, USIONS AND CONDITIONS OF SUCH F	CONTRACT OR OTHER D THE INSURANCE AFFO	OCUMENT WITH R RDED BY THE POLI	ESPECT TO WHIT	O HEREIN IS
COVERAGE INFORMATION	PERILS INSURED BASIC	BROAD SPECIA	L		
	COVERAGE / PERILS / FORMS			UNT OF INSURANCE	DEDUCTIBLE
Liability AGV		1	1,000 150,0		Comp/Collision \$2000
REMARKS (Including Special Cond	litions)				
	9				
CANCELLATION					
SHOULD ANY OF THE ABOVE DES DELIVERED IN ACCORDANCE WIT	SCRIBED POLICIES BE CANCELLED I TH THE POLICY PROVISIONS.	BEFORE THE EXPIRATI	ON DATE THEREO	F, NOTICE WILL	BE
ADDITIONAL INTEREST					
NAME AND ADDRESS		ADDITIONAL INSURED	LENDER'S LOSS PA	YABLE X L	OSS PAYEE
		MORTGAGEE LOAN #			
RCB					
PO BOX 278 VINITA, OK 74301		AUTHORIZED REPRESENTATION CONTROL CONT	VE .		
ACODD 27 (2046(02)		0.4000	004E 4 00DD 555		

#### INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:	3
Person/Department: Hope Trammell.	* * *
Name of Lessee: Haywood Holumteer Fire Dept	3 2
Street P.O. Box 3304	
City, State, Zip mcplester, DK 74502	**************************************
Equipment Lease-Purchase Agreement between <u>Bob Moore Auto Group</u> as Lessor and Board <u>Pittsburg</u> County as Lessee dated <u>September 30, 2024</u>	
Equipment Description: '24 Ford F450 Truck VIN#1FDUF4HN3RDA13799 w/upfit *equipment accessions, and additions now and hereafter acquired	ipment listed includes all attachments,
Purchase Order or other information that must be on the invoice:	¥ 5
	<del>2</del>
	1. 20 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
Name and phone number of person to contact if payment is not received by due date:	8
Name: Bobbi Hartsfield	ж
Phone Number (918-423-4934	

#### ASSIGNMENT OF LEASE Lease#10402246

THIS ASSIGNMENT OF LEASE entered into this 30<sup>th</sup> day of September, 2024 by and <u>Bob Moore Auto Group</u> (herein "Assignor") and <u>RCB Bank, PO Box 278 Vinita OK 74301</u> (herein "Assignee").

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

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement for Equipment dated <u>September 30, 2024</u> and entered into by and between Assignor and the Board of County Commissioners of <u>Pittsburg County</u> (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.
- Assignor represents, warrants and covenants to Assignee as follows:
- (A) The Lease has been duly and validly executed by all parties thereto.
- (B) No act of default in the Lease has occurred to date since the execution of this Assignment.
- 3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
- 4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
- . 5. It is the intention of the parties that this Agreement be governed by the laws of the State of Oklahoma.

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

ASSIGNOR: Bob Moore Auto Group

ASSIGNEE: RCB Bank

By:

By:

#### September 30, 2024

Board of County Commissioners of <u>Pittsburg</u> County 115 E Carl Albert Pky McAlester OK 74501

Re: Lease Purchase Agreement for Equipment dated <u>September 30, 2024</u>, between <u>Bob Moore Auto Group</u> Lessor, and Board of County Commissioners of <u>Pittsburg</u> County, Lessee.

Dear Board of County Commissioners:

Please be advised that <u>Bob Moore Auto Group</u> has assigned and transferred to <u>RCB Bank, PO Box 278 Vinita OK 74301</u> all of its right, title and interest in and to the above-described Lease Purchase Agreement for Equipment, including title to the property leased thereunder and the right to receive lease payments. A copy of the assignment is enclosed for your file. Please note the fact of this assignment in your records (as required by Section 149(a) of the Internal Revenue Code of 1986) and make all further payments to:

RCB Bank P.O. Box 278 Vinita, OK 74301

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

Sincerely,

RCB Bank

ACKNOWLEDGED:

wy. 407

Ross Selman, Chairman

Hone Trammell County Clerk

SBURG COV

### EXHIBIT "H" TO EQUIPMENT 120b LEASE-PURCHASE AGREEMENT ACKNOWLEDGEMENT OF 8038-G OR 8038-GC

For the Lessee:	Ť
Re: Equipment Lease-Purchase Agreement, dated <u>September 30, 2024</u> (Agreement") between and Board of County Commissioners of <u>Pittsburg</u> County ("Lessee")	Bob Moore Auto Group ("Lessor")
Ladies and Gentleman: In accordance with the Agreement, the undersigned Lessee herby certifies and represents to, and	agrees with Lessor as follows:
(1) The 8038-G or 8038-GC has been completed by Lessee and provided to Lessor for pro- Service	cessing to the Internal Revenue
Acceptance Date:	3
By: Apploantell Hope Trammell, County Clerk	3 5 6 6
For the Lessor:	*
In accordance with Agreement, the undersigned Lessor hereby certifies and represents to, and ag	grees with Lessee as follows:
(1) The 8038-G or 8038-GC has been received and sent for processing on	to the
Date:	5
Ву:	e E

#### Form 8038-GC

(Rev. January 2012)
Department of the Treasury

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

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Pittsburg County, Board of County Commissioners   3 Number and street (er P.O. box if mail is not delivered to street address)   Report number (Por IRS Use Only)	litternari	revenue S		I Control		Check	box i	f Am	ended	Return	1 >		
1 Issuer's name   Thisburg County, Board of County Commissioners   7 3 6 0 0 6 4 0 7						2	Issuer'	s emp	loyer ider	ntification	numbe	r (EIN)	_
3 Number and street (or P.O. box if mail is not delivered to street address)   115 E Carl Albert PKY   City, town, or post office, state, and ZIP code   S Report number (For IRS Use Only)						1							7
4 City, town, or post office, state, and ZIP code  **McAlester CK 74501*  **Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information  **Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information  **Part III** Description of Obligations** Check one: a single issue □ or a consolidated return □ .  **Ba Issue price of obligation(s) (see instructions)  **Description of Obligations** Check one: a single issue □ or a consolidated return □ .  **Ba Issue price of obligation(s) (see instructions)  **Description of Obligations** Or a consolidated return □ .  **Ba Issue price of obligation(s) (see instructions)  **Description of Obligation (so or a consolidated memory of a consolidated (see instructions)  **Description of Obligation (so o	Pittsbu	rg Cour	nty, Board of County Commission	d to street address)			_			Room/s	suite		_
## City, town, or post office, state, and ZIP code  McAlester OK 74501    County Clerk				U to street address)									
McAlester OK 74501  6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information 7 Telephone number of officer or legal representative 918-423-6865  Hope Trammell, County Clerk  Part II Description of Obligations Check one: a single issue ☑ or a consolidated return ☐  8a Issue price of obligation(s) (see instructions)  b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 9-30-24  9 Amount of the reported obligation(s) on line 8a that is:  a For leases for vehicles  b For leases for office equipment. 99c  c For leases for real property. 9c  d For leases for real property. 9g  d For leases for other (see instructions). 9d  For bank loans for vehicles. 9e  For bank loans for office equipment. 9f  g For bank loans for office equipment. 9f  g For bank loans for office equipment. 9g  g For bank loans for other (see instructions). 9g  g For bank loans for other (see						5	Repor	t num	ber (For i	IRS Use C	Only)		
Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information   7 Telephone funition of clinical or general representative   918.423-6865							1530	Bill	(87)				
Hope Trammell, County Clerk  PartII Description of Obligations Check one: a single issue  or a consolidated return  8a Issue price of obligation(s) (see instructions)  b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)  9-30-24  9 Amount of the reported obligation(s) on line 8a that is:  9 For leases for vehicles  9 For leases for office equipment  9 For leases for office equipment  9 For leases for other (see instructions)  9 For leases for other (see instructions)  9 For bank loans for vehicles  9 For bank loans for real property  9 For bank loans for ther (see instructions)  9 For bank loans for ther (see instructions)  9 For bank loans for ther (see instructions)  9 Hope see instructions  10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box  10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box  11 Under penalties of pripry, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, the personance of the issuer's return information, as necessary to process this return, to the personance of the issuer's return information, as necessary to process this return, to the personance of the issuer's return information, as necessary to process this return, to the personance of the issuer's return information, as necessary to process this return, to the personance of the issuer's return information, as necessary to process this return, to the personance of the issuer's return information, as necessary to proc	McAles	ster OK	74501	cionated contact person whom the	IRS may call for more informa	tion 7	Teleph	one nu	mber of o	fficer or leg	jai repro	esentati	ive
Description of Obligations Check one: a single issue   or a consolidated return				signated contact person whom are	in a may be a man and a ma				918-42	23-6865			
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b Issue price of obligation(s) (see instructions)  b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 9-30-24  9 Amount of the reported obligation(s) on line 8a that is:  a For leases for vehicles  b For leases for office equipment  c For leases for office equipment  d For leases for other (see instructions)  e For bank loans for other (see instructions)  f For bank loans for office equipment  g For bank loans for office equipment  g For bank loans for other (see instructions)  i Used to refund prior issue(s)  j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)  j Horder (see instructions)  i Used to refund prior issue(s)  j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)  j Horder (see instructions)  i Used to refund prior issue(s)  j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)  y Horder (see instructions)  i Used to refund prior issue(s)  j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)  y Horder (see instructions)  i Used to refund prior issue(s)  j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)  y Horder (see instructions)  i Used to refund prior issue(s)  i the issuer has designated any issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check this box  p Horder (see instructions)    Vendor's or bank's employer identification number:    Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or bank's employer identification number:   Vendor's or	Part		Description of Obligations	Check one. a single is	de F or a cons.			8			696	59	
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#### **General Instructions**

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

#### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

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

#### Who Must File

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

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

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

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

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

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

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

#### When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See Where To File next.

#### Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filling/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

#### Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

#### **Definitions**

Obligations. This refers to a single taxexempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "drawdown loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a drawdown loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of taxexempt bonds that meets both of the following conditions:

- At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
- 2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

#### **Specific Instructions**

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

#### Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filling to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return Information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

#### Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

#### Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

#### Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

#### **Paperwork Reduction Act Notice**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . 4 hr., 46 min.

Preparing the form . . . . 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where To File.

(Rev. October 2018) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

- B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g)

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.
   You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more Individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an	The owner
individual	
9. A valid trust, estate, or pension trust	Legal entity⁴
	Legal entity⁴ The corporation
9. A valid trust, estate, or pension trust  10. Corporation or LLC electing corporate status on Form 8832 or	
9. A valid trust, estate, or pension trust 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553  11. Association, club, religious, charitable, educational, or other tax-	The corporation

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- \*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.ldentityTheft.gov and Pub. 5027.

Visit www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

#### INTERLOCAL AGREEMENT

#### **BETWEEN**

### PITTSBURG COUNTY DISTRICT #1 AND ASWLEY FIELDS

10/1 7 100
WHEREAS, Pittsburg County District #1 and All Free wish to enter into
the following agreement.
Here Fields has agreed to allow Highway District #1 to access his property for the purpose of <u>Drainage ISSUES</u> .
In return, Highway District #1 agrees to repair any damages caused to
Ashley Fields property.
This agreement may be terminated by either party by written notice.
Dated: 4 26 2029
BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY OKLAHOMA
CHAIRMAN ATTEST:
Section 1997 And 1997
VICE-CHAIRMAN
MEMBER Hayres COUNTY CLERK
LANDOWNER

#### STATE OF OKLAHOMA COUNTY OF PITTSBURG APPLICATION FOR PERMIT PUBLIC SERVICE/PIPELINE CROSSING

We, the undersigned, hereby petition the Board of County Commissioners, Pittsburg County, to grant a permit for a public service, pipeline crossing, ingress and egress, or line installation as described below and in accordance with the provisions as listed.

PLEASE PRINT PUBLIC SERVICE/PIPELINE OW	NER NAME: Tall Oak Woo	dford, LLC	Part of the second seco
CONTACT: Brandon Burr			am.com
ADDRESS: 2575 Kelley Pointe Pa	arkway, Suite 340	PHONE: 405-	562-9434
CITY: Edmond	STATE: C	ZIP CODE:	73013
CONSTRUCTION COMPANY NA			
CONTACT:			
ADDRESS:		PHONE:	
CITY:			
TYPE OF II    Electric   Permanent     Gas   Temporary     Water     Telephone     Sewer     Other	y Line Fresh Water Other	☐ Residential	Boring Trenching In/Through existing culvert Temporary Road Cross Bridge Other:
This permit is to erect, construct hereinafter said county highway/ro	and maintain a pipeline pad for the purpose of transpo	alo orting, selling, and usinş	ng, upon and across the natural gas
Beginning at 35.116439, 95.9018	and Cross or Parallel	freeway route Ra	
Approximately $3,300'$ fi miles $\frac{we}{N}$		dian Nation Turnpike  Jame of Closest Intersecting Road or	and ending at
35.115986,95.901844	Embraced in Section 02	_	Range 13E
GPS Location (in decimals)			

#### FEE SCHEDULE

(Check must accompany permit)

Floodplain Inspection Fee (if necessary)	1/2 of permit fee each mit date)  \$1,000.00 each  \$1,500.00 each
PETITIONER/CONTRACTOR'S	
I hereby attest to the accuracy of the information contain that, in my professional opinion, the facility line is specifications therefore comply in all respects with the re-	s installed; the drawings, plans and equirement of said permit.
SLB_	9/20/2024
Petitioner/Contractor Signature	Date
Project Coordinator	405-562-9434
Title	Phone Number

PIPELINES	ELECTRIC
SIZE 16" O.D.	
ALLOY/MATERIAL Steel	VOLTAGE
WALL THICKNESS 0.312	VOLTAGECONDUCTOR SIZE
CONTENTS Natural Gas	TYPE OF STRUCTURE
MFG. TEST PRESSURE 2610 psig	RULING SPAN
MAX. OPERATING PRESSURE 280 psig	
WORKING PRESSURE 100 psig	-
WORKING PRESSURE 100 psig	-
COMMUNICATIONS	SERVICE ENTRANCE
COMMONICATIONS	
WIRES/PAIRS/STRANDS	DIAMETER OF CULVERT PIPE
	LENGTH OF CULVERT PIPE
GUAGECABLE TYPE	
CABLE IIIL	=-
CACINIC	
CASING	WALL THICKNESS
SIZEALLOY/MATERIAL	VIIII III III III III III III III III I
FLOODPI AIN ADM	INISTRATOR'S REVIEW
They review i Monice Servery	, a Floodplain Administrator for Pittsburg County, have
determined that the above-referenced public service/	pipeline crossing permit:
determined that the above referenced public services	pipeline crossing p
Does	Does Not
fall within any floodplain.	Man 2 miles
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MUNICA SENVICE
	Signature, Pittsburg County Floodplain Administrator
(Administrator: Please attach a copy of the floodplain	permit and receipt where permit was paid if road crossing is
within	a floodplain)
	. 1
If granted, this permit is subject to the following con	nditions, requirements and covenants, to-wit, please initial
that you have read each condition, requirement or co	venant:
•	
Applicant/contractor is aware that all road	crossing permits for PITTSBURG COUNTY shall require
approval from the Pittsburg County Floodpla	in Administrator's Office and that all permits and lees owed
to the Floodplain Administrator's Office wi	ll be paid in full before approval is given by the Board of
County Commissioners.	
County Commissioners.	Initial: <u>66</u>
<ol><li>Application for road crossing must be submi-</li></ol>	tted no later than 5 days before a meeting of the Board of
County Commissioners with a check for the	amount of permit made payable to the Pittsburg County
Commissioners. The petitioner/contractor	shall contact the County Commissioners Office at the
completion of crossing for an onsite inspection	an and a second and
1 0	Initial: <u>66</u>
	Timeron,

		4	
	2		

number, size of facility, and emergency contact number in black with a yellow background. Marker must be at least 130 sq. inches in area and erected at a height plainly visible from the road right-of-way.

All underground electric cable crossings must be placed in a conduit and be a minimum of 4 feet below the ditch flow lines. Conduit placed beneath a roadway must be steel, HDPE, heavy-duty PVC, or fiberglass if it is designed to withstand roadway loading and is properly protected.

Steel pipelines crossing the right-of-way may be, upon approve of the Commissioner, installed without encasement if the carrier pipe material within the right-of-way is superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better and of the same wall thickness, or a minimum of one wall thickness greater and of the same alloy. Pipe must be properly protected from corrosion.

Facilities such as water and sanitary sewer lines crossing the county right-of-way shall be encased. Maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic. All conduits shall be sufficient to withstand roadway loadings.

11. All section corners and 1/4 section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a 1/4 section corner or 100' of a bridge. Initial: BB

12. Owners of all facilities shall be responsible, at their own expense, for decommissioning of sites. Roads and right-of-way shall be restored to the original condition or better.

Initial: BB

13. All road crossings shall comply with all Department of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

Initial: 68

14. All pipelines made of non-metallic materials must have a tracer wire installed so the pipeline can be located from above the ground.

Initial: 68

15. Above ground water lines are temporary and shall be placed within three (3) feet of fence line or county right-of-way as not to disrupt road maintenance. All temporary water lines shall be marked or identified with a company contact number or sign at every county road crossing.

The type of temporary road crossing, either above the road surface or trenched, are at the discretion of the individual commissioner. Trenched lines shall be at sufficient depth as to not interfere with normal maintenance and shall be removed at applicant's expense. The owner, firm or company requesting the permit for temporary or permanent line(s) shall be responsible for all damages to county roads or right-of-way caused by such installation. Temporary installation permits are for a period of thirty (30) days. A new permit will be required for each thirty (30) day time period.

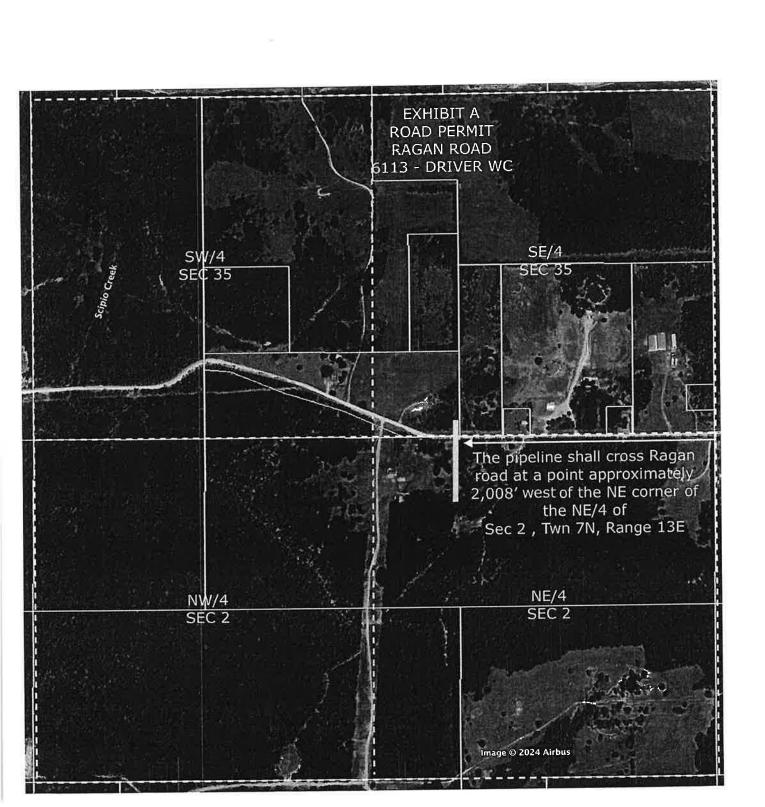
Initial: 66

16. Any pipe or tinhorns to be installed shall be a beveled end at a 45° angle with concrete end treatments. The commissioner shall approve proper diameter of pipe.

Initial: BB

#### PERMIT APPROVAL

described in the apterms and condition  Approved on the _  Pittsburg County I  Company Check#	oplication hereinabove set in the application incorporate day of September 3	territics provided that the porated herein by the porated herein b	inty, do hereby grant the crossing the same shall be subject to the his reference.  20 <u>J4</u> .  Amount of Check <u>#1,000.00</u>
ATTEST:			COUNTY COMMISSIONERS BURG COUNTY, OKLAHOMA  District 1 Commissioner
	ALLISBURG HAND	Plon	District 2 Commissioner  District 3 Commissioner  County Clerk



#### SECTION 2, SECTION 35, T 07 N - R 13 E, I.M., T 08 N - R 13 E, I.M., PITTSBURG COUNTY, OKLAHOMA PITTSBURG COUNTY, OKLAHOMA LAT: N35°06'58.31" LONG: W95°54'06.64" BEARINGS AND/OR COORDINATES ARE GRID SPC, NAD 83, OKLAHOMA SOUTH 102 PLAN HORIZ, SCALE: 1" = 60' PLAN AND PROFILE SHOWING A PROPOSED TALL OAK PIPELINE CROSSING RAGAN RD BEING 3301 FEET WEST VICINITY MAP: N.T.S. OF RAGAN RD. AND INDIAN NATION TPKE JCT. AND 2021 FEET WEST OF THE APPROX. NE COR. SEC. 2, BETWEEN SECTION 35, TWP 08N, RNG 13E, AND SECTION 2, TWP 07N, RNG 13E, PITTSBURG COUNTY, OKLAHOMA 35 **PROFILE** HORIZ, SCALE: 1" = 60' VERT, SCALE: 1" = 12' 2 8 FENCE, 5 WIRE, BW (753.7') 9 O/H POWER LINE, 4 WIRE 12 C/L OF DITCH (752.0') 3 EDGE OF ROAD (752.2') 4+02 P.I. STA./ TIE-IN (755.8") BEGIN BORE (752.0') S C/L OF RAGAN RD 5 EDGE OF ROAD (7 8 APPROX. R/W C/L OF DITCH (75 2 FENCE, 4 WIRE, E (APPROX. END BORE) 2+37 TIE-IN (753.5') 2+98 2+98 3+12 3+12 3+13 3+35 3+35 3+35 <del>1</del>8 765 765 C/L OF RAGAN RD. 760 760 755 755 750 L=102' 750 5' MIN 1 = 57Δ=3°01 Δ=2°31' 745 L=84' L=70' 745 -L=10' R=1600' R=1600' 740 740 5+00 4+00 4+50 2+50 3+50 1+75 DRIVER 16" O.D. X 0.312 W.T. Tall Oak Woodford FBE/ARO 2575 Kelley Pointe Parkway, Sulte 340 Edmond, OK 73013 ENTRY TO EXIT TIE-IN TO TIE-IN 80 E. 5TH ST., STE 400 EDMOND, OK 73034 OFF. (405) 285-5894 FAX (405) 285-5886 C.A. NO. 4091 (L5) EXP. DATE 6-30-2026 **E**ateway Gateway Services Group, LLC

NOTE:
This exhibit represents a proposed pipeline route for eventual easement acquisition. The footages and ties shown hereon are from lines of occupation and do not reflect actual boundary lines. This exhibit does not comply with the O.B.P.E.L.S. minimum standards for land boundary surveys. Any monumentation shown hereon has not been verified as being actual section, quarter section or property corners.
All ownership and title information shown hereon has been provided and/or verified by others.

The location of pipeline facilities as shown hereon must be considered as approximate only. Before digging or for an exact location, please contact your state's underground utility location service.



LEGEND -

#### EXHIBIT "A" PRELIMINARY

DRIVER
SECTION 35, T 08 N - R 13 E, I.M.,
SECTION 2, T 07 N - R 13 E, I.M.,
PITTSBURG COUNTY, OKLAHOMA
RAGAN RD. (3+25) CROSSING

GATE	LON YAN	24-0100-3.50		AS NOTED
LINE	10.:		AFE: 6113	
REV. DWN. DESCRIPTION			DATE	
				-
				-
				_