



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: April 1, 2024

TIME: 9:00 A.M.

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

MAR 28 2024
TIME 8:33 AM PM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY
BY _____ DEPUTY

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

AGENDA

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

A. Regular Meeting from March 25, 2024

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS – DEPARTMENT REPORTS

A. COUNTY CLERK

i. Tort Claim – Sheriff

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

- A. Award/Reject Bid No. 18 One (1) or more, Wildland Fire Apparatus Lease Purchase with financing included
 - B. Award/Reject Bid No. 19 Items associated with the old HVAC system at the Southeast Expo Center to be sold by sealed bid: Heat Pumps
- ## 9. AGENDA ITEMS
- A. Resolution 24-248 to Advertise for Bids for One (1) 16' Endurance Pull Type Hydraulic Spreader (litter, lime, shavings, and organics spreader) – Pittsburgh County Conservation District
 - B. Resolution 24-249 to Cancel Purchase Order- General
 - C. Resolution 24-250 to Deposit Check- Haileyville VFD
 - D. Resolution 24-251 to Appoint Commissioner to the Kiamichi Economic Development District of Oklahoma (KEDDO) Board of Directors
 - E. Resolution 24-252 to Accept Donation- Animal Shelter
 - F. Discussion, Consideration and Possible Action to Approve Change Order No. 1 to Bid No. 5, Construction of Office Space, restroom, parts room and installation of electricity, Data and HVAC through new Canadian shop building
 - G. Discussion only regarding Masa Access, medical transport coverage benefit for county employees
 - H. Discussion, Consideration and Possible Action to Approve Lease Documents for One (1) Liugong 856HV-1 Wheel Loader for the Pittsburgh County Asphalt Plant
 - I. Discussion, Consideration and Possible Action to Approve a Memorandum of Understanding between Legacy Energy Consulting, LLC and the Pittsburgh County Assessor's Office to contract county employee for temporary contract labor
 - J. Discussion, Consideration and Possible Action to Approve Amended Opioid Abatement Grant Application- Sheriff

10. ROAD CROSSING PERMITS

- A. Permit 24-011 One Gas, Inc/Oklahoma Natural Gas to Bore Permanent Gas Line in Section 9, Township 8 North, Range 16 East- District 1
- B. Permit 24-013 Trinity Operating (USG), LLC to Install temporary water line through existing culvert Section 16, Township 4N, Range 16 E- District 2
- C. Permit 24-014 Trinity Operating (USG), LLC to Install temporary water line through existing culvert Section 27, Township 4N, Range 12 E- District 2
- D. Permit 24-015 Trinity Operating (USG), LLC to Install temporary water line through existing culvert Section 16, Township 4N, Range 12 E- District 2
- E. Permit 24-016 Cherokee Telephone Company to Install permanent fiber optic data line in Section 25, Township 6N, Range 13E- District 3
- F. Permit 24-017 Cherokee Telephone Company to Install permanent fiber optic data line in Section 25, Township 6N, Range 13E- District 3
- G. Permit 24-017 Cherokee Telephone Company to Install permanent fiber optic data line in Section 25, Township 6N, Range 13E- District 3

11. NEW BUSINESS

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

12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BID OPENINGS

A. Bid No.

14. RECESS/ADJOURNMENT



Brittan J. Savelle
Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER
APRIL 1, 2024
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on April 1, 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 8:33 A.M., March 28, 2024.

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

2. ROLL CALL: Roll was called.

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

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

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING, MARCH 25, 2024: The minutes from the previous meeting, March 25, 2024 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. TORT CLAIM - SHERIFF: Selman read the tort claim.

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.

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AYE: Ross Selman
 Charlie Rogers
 Sandra Crenshaw

NAY: None.

Motion Passed.

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

AYE: Ross Selman
 Charlie Rogers
 Sandra Crenshaw

NAY: None.

Motion Passed.

C. OFFICIAL'S MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Jail	8693	\$ 500.00	Lowes
Jail	8694	\$1,500.00	Jamesco
Sheriff	8695	\$1,000.00	Hiland Dairy
Jail	8696	\$1,000.00	Caring Hands
Jail	8697	\$2,000.00	Bemac
Jail	8698	\$ 200.00	Atwoods
Jail	8699	\$ 200.00	Walmart
Sheriff	8700	\$2,000.00	Pepsi Cola
Jail	8701	\$1,000.00	H2O Deot
Sheriff	8702	\$1,500.00	Flowers Baking Co
Expo	8703	\$ 750.00	Comdata
Expo	8704	\$ 500.00	Kiamichi Automotive
Expo	8705	\$ 500.00	Johnny's Market
Expo	8706	\$ 500.00	Johnny's Market
Expo	8707	\$ 500.00	KC Farm
Expo	8708	\$ 500.00	Lowes
Expo	8709	\$1,500.00	Ada Paper
Expo	8710	\$ 100.00	Unifirst
Expo	8711	\$ 75.00	H2O Depot
Expo	8712	\$ 500.00	Bemac
Asphalt Plant	8713	\$ 250.00	H2O Depot
Asphalt Plant	8714	\$ 500.00	Kiamichi Automotive
Asphalt Plant	8715	\$ 100.00	H2O Depot
Asphalt Plant	8716	\$ 500.00	Comdata
District 1	8717	\$ 300.00	True Value
District 1	8718	\$ 25.00	H2O Depot
District 1	8719	\$ 5,000.00	Comdata
District 1	8720	\$1,000.00	Yellowhouse Equip
District 1	8721	\$ 500.00	Weldon Parts

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DEPT	PO	AMOUNT	VENDOR
District 1	8722	\$1,000.00	Warren Power
District 1	8723	\$1,000.00	Unifirst
District 1	8724	\$ 500.00	Kiamichi Automotive
District 1	8725	\$ 200.00	Compliance Resource
District 1	8726	\$ 100.00	OTA Pikepass
District 3	8727	\$ 200.00	Compliance Resource
District 3	8728	\$ 100.00	OTA Pikepass
District 2	8729	\$ 300.00	H2O Depot
District 2	8730	\$ 200.00	Unifirst 1 st Aid
District 2	8731	\$1,000.00	Unifirst
District 2	8732	\$1,500.00	Kiamichi Automotive
District 2	8733	\$ 200.00	Comdata
District 2	8734	\$ 200.00	Compliance Resource
District 2	8735	\$ 100.00	OTA Pikepass
Animal Shelter	8736	\$ 200.00	Compliance Resource
Animal Shelter	8737	\$ 200.00	Comdata
Animal Shelter	8738	\$ 200.00	Unifirst
Animal Shelter	8739	\$ 50.00	H2O Depot
Building Maintenance	8740	\$ 550.00	H2O Depot
District Attorney	8741	\$ 100.00	H2O Depot
Building Maintenance	8742	\$ 500.00	Unifirst 1 st Aid
Building Maintenance	8743	\$ 450.00	Unifirst
Building Maintenance	8744	\$1,700.00	Jamesco
District Attorney	8745	\$ 50.00	OTA Pikepass
Ashland Fire	8746	\$ 500.00	Kiamichi Automotive
Blanco Fire	8747	\$ 500.00	Kiamichi Automotive
Tannehill Fire	8748	\$ 500.00	Kiamichi Automotive
Haileyville Fire	8749	\$1,500.00	Kiamichi Automotive
Pittsburg Fire	8750	\$1,000.00	Kiamichi Automotive
Ashland Fire	8751	\$ 168.00	Prokill
Fire Fighters Assoc	8752	\$ 216.00	Prokill
Haileyville Fire	8753	\$ 90.00	Prokill
Pittsburg Fire	8754	\$ 126.00	Prokill
Indianola Fire	8755	\$1,500.00	Kiamichi Automotive
Blue Fire	8756	\$1,000.00	Titus Snow
District Attorney	8757	\$1,700.00	Comdata
District Attorney	8758	\$ 500.00	Comdata
Visual Inspection	8759	\$ 700.00	Comdata
Alderson Fire	8760	\$1,000.00	Comdata
Ashland Fire	8761	\$1,000.00	Comdata
Bugtussle Fire	8762	\$ 700.00	Comdata
Blanco Fire	8763	\$1,000.00	Comdata
Blue Fire	8764	\$1,000.00	Comdata
Canadian Fire	8765	\$1,000.00	Comdata
Canadian Shores Fire	8766	\$1,000.00	Comdata
High Hill Fire	8767	\$1,000.00	Comdata
Haileyville Fire	8768	\$1,000.00	Comdata
Haywood/Arpelar Fire	8769	\$1,000.00	Comdata
Highway 9 Fire	8770	\$1,000.00	Comdata
Indianola Fire	8771	\$1,000.00	Comdata
Kiowa Fire	8772	\$1,000.00	Comdata
Sam's Point Fire	8773	\$1,000.00	Comdata

DEPT	PO	AMOUNT	VENDOR
Shady Grove Fire	8774	\$1,000.00	Comdata
Tannehill Fire	8775	\$1,000.00	Comdata
Emergency Mgmt	8776	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	8777	\$2,000.00	Comdata
Emergency Mgmt	8778	\$ 500.00	Kiamichi Automotive
Emergency Mgmt	8779	\$1,500.00	Lowes
Emergency Mgmt	8780	\$ 40.00	OTA Pikepass
Emergency Mgmt	8781	\$ 212.00	Prokill
District 3	8782	\$6,500.00	Comdata

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

AYE: Ross Selman
 Charlie Rogers
 Sandra Crenshaw

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD/REJECT BID NO. 18 ONE (1) OR MORE, WILDLAND FIRE APPARATUS LEASE PURCHASE WITH FINANCING INCLUDED: Selman read a letter from Ashland Fire Department requesting that the bid be awarded to Weis Fire with the 84 month option. Rogers made a motion to award the bid to Weis Fire; seconded by Selman.

AYE: Ross Selman
 Charlie Rogers
 Sandra Crenshaw

NAY: None.

Motion Passed.

B. AWARD /REJECT BID NO. 19 ITEMS ASSOCIATED WITH OLD HVAC SYSTEM AT THE SOUTH/EAST EXPO CENTER TO BE SOLD BY SEALED BID; HEAT PUMPS: Selman read a letter requesting that the bid be awarded to Eddie Jones as the only bidder. Selman made a motion to award the bid to Eddie Jones; seconded by Rogers.

AYE: Ross Selman
 Charlie Rogers
 Sandra Crenshaw

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. RESOLUTION 24-248 TO ADVERTISE FOR BIDS FOR ONE (1) 16' ENDURANCE PULL TYPE HYDRAULIC SPREADER (LITTER, LIME, SHAVINGS AND ORGANIC SPREADER) – PITTSBURG COUNTY CONSERVATION DISTRICT: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

B. RESOLUTION 24-249 TO CANCEL PURCHASE ORDER - GENERAL: Selman read the resolution stating purchase order 8387. Selman made a motion to cancel the purchase order; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

C. RESOLUTION 24-250 TO DEPOSIT CHECK – HAILEYVILLE VFD: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Crenshaw.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

D. RESOLUTION 24-251 TO APPOINT COMMISSIONER TO THE KIANMICHIECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA (KEDDO) BOARD OF DIRECTORS: Selman read the resolution appointing Charlie Rogers. Selman made a motion to approve the resolution; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

E. RESOLUTION 24-252 TO ACCEPT DONATION – ANIMAL SHELTER: Selman read the resolution. Selman made a motion to accept the donation: seconded by Crenshaw.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

The board moved down the agenda to item 9G.

G. DISCUSSION ONLY REGARDING MASA ACCESS, MEDICAL TRANSPORT COVERAGE BENEFIT FOR COUNTY EMPLOYEES: Sandra Crenshaw stated explained the coverage stating that it is for ground and air coverage. Bobbi Hartfield stated that our current air membership is increasing to \$70.00 annually per employee and that Masa is ground and air coverage at \$13.00 a month per employee nationwide no matter the carrier. No action taken.

H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASES DOCUMENTS FOR ONE (1) LIUGONG 856HV-1 WHEEL LOADER FOR THE PITTSBURG COUNTY ASPHALT PLANT: Selman stated that lease is in the amount of \$3,626.89 per month. Selman made a motion to approve the lease documents: seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

I. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN LEGACY ENERGY CONSULTING, LLC AND THE PITTSBURG COUNTY ASSESSOR'S OFFICE TO CONTRACT COUNTY EMPLOYEE FOR TEMPORARY CONTRACT LABOR: Crenshaw explained the memorandum of understanding. Selman made a motion to approve the memorandum of understanding: seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE AMENDED OPIOID ABATEMENT GRANT APPLICATION - SHERIFF: Sheriff Morris explained the amended grant application. Selman made a motion to approve the amended grant application: seconded by Crenshaw.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS:

A. PERMIT 24-011 ONE GAS, INC/OKLAHOMA NATURAL GAS TO BORE PERMANENT GAS LINE IN SECTION 9, TOWNSHIP 8 NORTH, RANGE 16 EAST – DISTRICT 1: Rogers made a motion to approve the road crossing permit; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

B. PERMIT 24-013 TRINITY OPERATING (USG), LLC TO INSTALL TEMPORARY WATER LINE THROUGH EXISTING CULVERT SECTION 16, TOWNSHIP 4N, RANGE 16E – DISTRICT 2: Selman made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

C. PERMIT 24-014 TRINITY OPERATING (USG), LLC TO INSTALL TEMPORARY WATER LINE THROUGH EXISTING CULVERT SECTION 27, TOWNSHIP 4N, RANGE 12E – DISTRICT 2: Crenshaw made a motion to approve the road crossing permit; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

D. PERMIT 24-015 TRINITY OPERATING (USG), LLC TO INSTALL TEMPORARY WATER LINE THROUGH EXISTING CULVERT SECTION 16, TOWNSHIP 4N, RANGE 12E – DISTRICT 2: Selman made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

E. PERMIT 24-016 CHEROKEE TELEPHONE COMPANY TO INSTALL PERMANENT FIBER OPTIC DATA LINE IN SECTION 25, TOWNSHIP 6N, RANGE 13E – DISTRICT 3: Selman made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

F. PERMIT 24-017 CHEROKEE TELEPHONE COMPANY TO INSTALL PERMANENT FIBER OPTIC DATA LINE IN SECTION 25, TOWNSHIP 6N, RANGE 13E – DISTRICT 3: Selman made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

G. PERMIT 24-018 CHEROKEE TELEPHONE COMPANY TO INSTALL PERMANENT FIBER OPTIC DATA LINE IN SECTION 25, TOWNSHIP 6N, RANGE 13E – DISTRICT 3: Selman made a motion to correct the agenda to read permit 24-018 and approve the road crossing permit; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed.

11. NEW BUSINESS:

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

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

13. 10:00 A.M. – BID OPENINGS: None.

14. RECESS/ADJOURNMENT: Selman made a motion to recess until 10:30; seconded by Rogers.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

NAY: None.

Motion Passed. Meeting Recessed.

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

2. ROLL CALL: Roll was called.

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

9. AGENDA ITEMS:

F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NO. 1 TO BID NO. 5, CONSTRUCTION OF OFFICE SPACE, RESTROOM, PARTS ROOM AND INSTALLATION OF ELECTRICITY, DATA AND HVAC THROUGH NEW CANADIAN SHOP BUILDING: Selman read the change order. Rogers stated that the change order is to add a break room not included in the bid. Rogers made a motion to approve the change order; seconded by Selman.

AYE: Ross Selman
Charlie Rogers
Sandra Crenshaw

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
Sandra Crenshaw

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2023-2024

Date Range: 04/01/2024 to 04/01/2024

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
008606	000562	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 481.75
008607	000563	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.31
008640	000564	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 199.48
008652	000565	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 817.05
008677	000566	CENTER, EWELL	VET SERVICES	\$ 700.00
Total:				\$ 2,452.59
ARPA 2021				
1566-1-2000-4110				
008378	000043	JOHNSON CONTROLS	HVAC	\$ 7,633.27
Total:				\$ 7,633.27
Econ Dev Trust				
7603-4-0500-2005				
006924	000295	KC FARM MACHINERY	LAWN MOWER PARTS	\$ 491.12
008623	000296	SILVEY, ALIVIA	CONTRACT LABOR	\$ 217.00
008624	000297	MARTIN, BROOKLYNN	CONTRACT LABOR	\$ 64.50
008625	000298	MARTIN, COLLIN	CONTRACT LABOR	\$ 80.00
008626	000299	KETCHUM, MICHELLE	CONTRACT LABOR	\$ 165.00
008627	000300	HATCHER, SONDRRA	CONTRACT LABOR	\$ 175.00
008628	000301	WILSON, SHANTEL	CONTRACT LABOR	\$ 175.00
008654	000302	ACC BUSINESS	MONTHLY INTERNET SE	\$ 608.66
Total:				\$ 1,976.28
Emergency Mgmt				
1212-2-2700-1310				
008673	000187	FRY, DUSTIN J.	TRAVEL	\$ 428.35
Total:				\$ 428.35
1212-2-2700-2005				
008079	000188	MID-AMERICAN RESEARCH CHEMICA	CLEANING SUPPLIES	\$ 1,061.00
008279	000189	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 194.26

Emergency Mgmt

1212-2-2700-2005				
008598	000190	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 48.45
008599	000191	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 12.79
008629	000192	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.31
008645	000193	MILLER OFFICE EQUIPMENT	COPY COVERAGE	\$ 25.90
Total:				\$ 1,596.71

General

0001-1-0600-2005				
008605	003371	ACC BUSINESS	MONTHLY INTERNET SE	\$ 308.57
Total:				\$ 308.57

0001-1-0800-2005				
008588	003372	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 510.66
008596	003373	MILLER OFFICE EQUIPMENT	COPY COVERAGE	\$ 6.05
008603	003374	ACC BUSINESS	MONTHLY INTERNET SE	\$ 308.57
Total:				\$ 825.28

0001-1-1000-1310				
008638	003375	TRAMMELL, LOREN H.	TRAVEL	\$ 168.55
Total:				\$ 168.55

0001-1-1000-2005				
008604	003376	ACC BUSINESS	MONTHLY INTERNET SE	\$ 308.57
Total:				\$ 308.57

0001-1-1400-2005				
008639	003377	OSU-CTP	REGISTRATION FEE	\$ 65.00
Total:				\$ 65.00

0001-1-1600-2005				
005350	003378	HILTON GARDEN INN	LODGING	\$ 428.00
006802	003379	HILTON GARDEN INN	LODGING	\$ 428.00
006843	003380	EMBASSY SUITES NORMAN	LODGING	\$ 214.00
008240	003381	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 75.31
008602	003382	ACC BUSINESS	MONTHLY INTERNET SE	\$ 308.58
Total:				\$ 1,453.89

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-1700-2005				
008663	003383	OK TIRE	FLAT REPAIR ETC	\$ 169.29
Total:				\$ 169.29
0001-1-3300-2005				
008273	003384	AIRGAS	CYLINDER	\$ 132.30
008534	003385	PATTERSON, BRADLEE	CONTRACT LABOR	\$ 2,040.00
008630	003386	LOWES	MAINTENANCE SUPPLIE	\$ 124.44
008655	003387	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 536.85
008680	003388	ALL ABOUT U PLUMBING	PLUMBING REPAIRS	\$ 630.00
008692	003389	TISDAL & O HARA	LEGAL SERVICES	\$ 2,190.75
Total:				\$ 5,654.34
0001-2-0400-2005				
004768	003390	THE BANK N.A.	TRAVEL EXPENSES	\$ 193.44
005780	003391	COMDATA	FUEL	\$ 12,027.88
Total:				\$ 12,221.32
0001-2-2700-2005				
006067	003392	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS ETC.	\$ 409.91
Total:				\$ 409.91
0001-4-0501-2005				
008689	003393	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 152.67
Total:				\$ 152.67
0001-5-0900-2005				
008635	003394	ACC BUSINESS	MONTHLY INTERNET SE	\$ 254.32
Total:				\$ 254.32
Health				
1216-3-5000-2005				
008614	000303	BEMAC SUPPLY	FILTERS ETC	\$ 254.97
Total:				\$ 254.97
Highway				
1102-6-4100-2005				
007755	002134	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 6,243.76

PO Warrant No. Vendor Name Purpose Amount

Highway

1102-6-4100-2005
 008260 002135 DOLESE 1 1/2" CRUSHER RUN \$ 5,413.86
Total: \$ 11,657.62

1102-6-4200-2005
 008682 002136 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 318.12
Total: \$ 318.12

1102-6-4300-2005
 006632 002137 UNIFIRST FIRST AID CORP DEPT. FIRST AID SUPPLI \$ 199.62
 007585 002138 P & K EQUIPMENT INC EQUIPMENT PARTS \$ 839.86
 008081 002139 UNIFIRST FIRST AID CORP AED \$ 3,770.00
Total: \$ 4,809.48

Hwy-ST

1313-6-8040-2005
 007763 002226 MUSKOGEE SAND COMPANY INC CLASS A SAND \$ 5,459.96
 008077 002227 MUSKOGEE SAND COMPANY INC CLASS A SAND \$ 5,248.34
 008424 002228 DOLESE 3/8" #2 COVER CHIPS \$ 10,510.92
 008540 002229 VYVE BROADBAND MONTHLY SERVICE \$ 280.54
 008541 002230 OK TIRE BRAKE PADS \$ 252.16
 008644 002231 ATWOODS SHOP SUPPLIES \$ 31.96
Total: \$ 21,783.88

1313-6-8041-2005
 006638 002232 WARREN POWER & MACHINERY INC. PARTS & SHOP SUPPLIE \$ 124.25
 007848 002233 WELDON PARTS INC PARTS & SUPPLIES \$ 260.11
 008129 002234 UNIFIRST CORP. UNIFORM MAINTENANCE \$ 315.96
 008130 002235 YELLOW HOUSE MACHINE PARTS & SHOP SUPPLIE \$ 653.72
 008375 002236 T & W TIRE TIRES & SERVICES \$ 1,014.35
 008389 002237 RAM INC FUEL \$ 2,904.86
 008591 002238 SERVICE OKLAHOMA TAGS \$ 86.50
 008595 002239 DOUGHERTY'S PHARMACY POISON IVY PREVENTATI \$ 300.00
 008608 002240 WELDON PARTS INC FENDER KIT \$ 938.35
 008621 002241 HAILEYVILLE WATER DEPT. MONTHLY SERVICE \$ 359.07
 008622 002242 WELDON PARTS INC TRANSMISSION FLUID E \$ 295.43
 008637 002243 RAM INC FUEL \$ 3,469.68
 008681 002244 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 274.16
Total: \$ 10,996.44

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8042-2005				
008592	002245	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 307.20
008593	002246	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 243.40
Total:				\$ 550.60
1313-6-8043-2005				
007836	002247	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,491.05
008332	002248	PREMIER TRUCK GROUP	FILTER ETC	\$ 1,044.88
008372	002249	OK TIRE	TIRES & SERVICES	\$ 998.00
008385	002250	YELLOW HOUSE MACHINE	EQUIPMENT REPAIR	\$ 851.34
008409	002251	PACE HEAT & AIR	PLUMBING REPAIRS	\$ 89.89
008445	002252	RAM INC	DIESEL	\$ 4,700.16
008469	002253	OK TIRE	TIRES & SERVICES	\$ 226.00
008498	002254	P & K EQUIPMENT INC	CHAINSAW CHAINS	\$ 244.10
008499	002255	P & K EQUIPMENT INC	CHAINSAW OIL	\$ 27.11
008653	002256	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 759.62
Total:				\$ 10,432.15
Jail-ST				
1315-2-8034-2011				
002169	000685	WALMART COMMUNITY CARD	FIRST AID SUPPLIES	\$ 54.62
Total:				\$ 54.62
Rural Fire-ST				
1321-2-8203-2005				
008609	000881	VICARS POWERSPORTS	INSTALL LIGHTS	\$ 471.07
008610	000882	WEDDLE SIGNS	LETTERING	\$ 470.34
Total:				\$ 941.41
1321-2-8212-2005				
008659	000883	COOKSON HILLS ELECTRIC COOP.	MONTHLY SERVICE	\$ 65.00
008660	000884	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 102.79
Total:				\$ 167.79
1321-2-8218-2005				
007823	000885	WESTS TOOLS LLC	FLASHLIGHTS	\$ 991.30
Total:				\$ 991.30

Rural Fire-ST

1321-2-8219-4130
 008658 000886 WELCH STATE BANK LEASE PAYMENT \$ 10,000.00
Total: \$ 10,000.00

SH Commissary

1223-2-0400-2005
 007870 000248 PEPSI-COLA BOTTLING CO. INHOUSE COMMISSARY \$ 1,351.72
 008416 000249 COMMISSARY EXPRESS INHOUSE COMMISSARY \$ 2,766.23
 008506 000250 COMMISSARY EXPRESS KIOSK FEES \$ 55.25
 008509 000251 CUSTOM TECHNOLOGIES LLC INHOUSE COMMISSARY \$ 1,170.95
 008667 000252 PEPSI-COLA BOTTLING CO. INHOUSE COMMISSARY \$ 268.20
Total: \$ 5,612.35

SH Svc Fee

1226-2-0400-2012
 007866 001541 FLOWERS BAKING CO. OF DENTON INMATE GROCERIES \$ 1,161.72
 008617 001542 SGC FOODSERVICE INMATE GROCERIES \$ 2,712.94
 008618 001543 PERFORMANCE FOODSERVICE - LITT INMATE GROCERIES \$ 1,625.75
Total: \$ 5,500.41

1226-2-3400-2005

005776 001544 COMDATA FUEL \$ 677.62
 007869 001545 LOWES JAIL MAINTENANCE SUP \$ 100.88
 008195 001546 AMAZON CAPITAL SERVICES INC. SWITCH \$ 82.61
 008370 001547 JAMESCO ENTERPRISES LLC JANITORIAL SUPPLIES \$ 1,317.44
 008386 001548 AMAZON CAPITAL SERVICES INC. FLAGS ETC \$ 669.19
 008461 001549 AMAZON CAPITAL SERVICES INC. DEPUTY SUPPLIES \$ 48.00
 008616 001550 DISCOUNT STEEL DOOR REPAIR \$ 38.23
 008619 001551 ACC BUSINESS MONTHLY INTERNET SE \$ 254.32
 008665 001552 SUMMIT UTILITIES OKLAHOMA INC MONTHLY SERVICE \$ 973.15
Total: \$ 4,161.44

1226-2-3400-2030

008507 001553 COMMISSARY EXPRESS DEBIT PHONE TIME FEE \$ 110.00
 008666 001554 THE PRODUCT CENTER INK \$ 498.53
Total: \$ 608.53

Grand Total: \$ 124,920.02



Notice of Tort Claim

County of Pittsburg

County Clerk

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

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

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

Claimant: Wayne Martin Heisinger, III Claimant Social Security No.: _____

Address: _____ City: _____ Zip Code: _____

Claimant Date of Birth _____ Home Phone: _____ Business Phone: _____

1. Date of Incident: February 23, 2024 A.M. P.M.

2. Location of Incident: Pittsburg County Jail

3. Describe the Incident: I was incarcerated at the Pittsburg County Jail, the state dismissed the charges on 2/23/24. However, I wasn't released until 2/27/24, after my attorney had contacted the DA asking why I was still incarcerated.

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

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

Describe Injury: Mental Anguish ; Unlawful Confinement

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

Name of doctor or hospital: _____

All Medical Bills (attach copies): \$ _____

List Other damages claimed: \$ _____

Total bodily injury: \$ _____

FILED
MAR 21 2024
TIME 4:09 PM
HOPE TRAMMEL COUNTY CLERK
PITTSBURG COUNTY

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

Vehicle Name: _____ Body Type: _____ Year: _____

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS:

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

List other damages claimed: \$ _____

Total property damage: \$ _____

5. NAME OF YOUR INSURANCE CO.	POLICY NUMBER	AMOUNT CLAIMED	AMOUNT RECEIVED
_____	_____	_____	_____

6. THE NAMES OF ANY WITNESSES KNOWN TO YOU:			
<u>J. Michael Miller</u>	<u>323 1/2 E. Carl Albert, McAlester, OK</u>	<u>918/423-2300</u>	
Name	Address	Phone Number	
<u>Pittsburg County Jail Admin</u>	<u>McAlester, OK</u>		
Name	Address	Phone Number	

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT OF THIS CLAIM: \$ 125,000.00

Signature: J. Michael Miller, attorney for Wayne Heisinger Date: March 20, 2024

Page 1



Notice of Tort Claim

County of Pittsburg
County Clerk

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

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

This notice of Tort Claim was received by Hope Trammell
(title) County Clerk on March 21, 2024

For further information on this claim, contact Chris Morris
(title) Pittsburg County Sheriff, by telephone at 918-423-5858

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

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

	<u>Name</u>	<u>Title/Position</u>	<u>Telephone</u>
1.	<u>Chuck Sullivan</u>	<u>District Attorney</u>	<u>918-423-1324</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Submitted by: Hope Trammell Date: 3-21-2024
Title: County Clerk

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

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

ASHLAND VOLUNTEER FIRE DEPARTMENT

244 JODYWOOD RD

STUART, OK 74570

MARCH 26TH, 2024

WE WOULD LIKE TO ACCEPT THE BID FROM WEIS FIRE & SAFETY EQUIPMENT LLC FOR BID #18 WITH FINANCING THROUGH WELCH STATE BANK FOR 84 MONTHS.

SINCERELY,

A handwritten signature in black ink, appearing to read "Kenney Weiher", written in a cursive style. The signature is positioned to the right of the word "SINCERELY," and above the printed name "KENNEY WEIHER".

KENNEY WEIHER

FIRE CHIEF

ASHLAND VOLUNTEER FIRE DEPT



Board of County Commissioners, Pittsburg County

*Charlie Rogers
District #1*

*Kevin Smith
District #2*

*Ross Selman
District #3*

April 1, 2024

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

RE: Bid No. 19

Dear Mrs. Trammell,

We have reviewed the bid received for the Items associated with the old HVAC system at the Southeast Expo Center that was sent out for sealed bids. This bid looks to be in order and is a good bid. We accept the bid from Eddie Jones in the amount of \$500.00.

Mr. Jones is authorized to pick up the items upon receipt of payment to the Board of County Commissioners.

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

Sincerely,

Ross Selman
Chairman

RESOLUTION
24-248
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 1, 2024.

WHEREAS, Pittsburg County wishes to advertise for the following:

One (1), 16' Endurance, or equivalent, Pull Type Hydraulic Spreader
(litter, lime, shavings and organics spreader)

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

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Oklahoma Statute, Title 19 O.S. § 1501.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, April ¹⁹15, 2024 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, April ¹⁵15, 2024 WILL NOT BE OPENED. Bids will be opened on Monday, April ²²18, 2024 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN

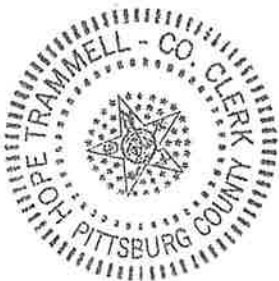


MEMBER



COUNTY CLERK





SPECIFICATIONS

16' Endurance, or equivalent, Pull Type Hydraulic Spreader (litter, lime, shavings and organics spreader)		
SPECIFICATION	MEETS	DOES NOT MEET
16' ENDURANCE, OR EQUIVALENT, HYDRAULIC STANDARD HOPPER 304 CU-FT (88" WIDE X 51.5" HIGH)		
STANDARD PAINT COLOR - RED		
10 GAUGE CARBON STEEL HOPPER WITH 7 GAUGE RAILS & FLOORS - STANDARD		
NO POLY FLOOR - STANDARD		
NO FENDERS		
HOPPER WITH NO EXTENSION BRACKETS - STANDARD		
MANUAL OPERATED GATE - STANDARD		
NO THIRD RUN OF 88K CHAIN - STANDARD		
NO GR VALVE - STANDARD		
STANDARD TORQUEUE SPINNER - STANDARD		
SELF-CONTAINED HYDRAULIC SYSTEM POWERED BY PTO SHAFT STANDARD		
540 RPM SERIES 6 CV JOINT PTO SHAFT STANDARD		
10 TON WALKING BEAM (16.5L X 16.1 TIRES AND 8-BOLD HUB) INCLUDES HEAVY DUTY JACK		
16.5L X 16.1 R3 TIRES AND 8-BOLT WHEEL FOR 9 / 10 TON SUSPENSIONS - STANDARD		
CAST HITCH OPTION FOR PULL TYPE SPREADERS - INCLUDES PINTLE AND CLEVIS HITCH - STANDARD		
14' TO 16' UNITS OVERSLUNG INVERTED V REMOVABLE		
NO TARP - STANDARD		
NO TAIL LIGHTS - STANDARD		
NO ELECTRONICS - STANDARD		
NO PWM SPINNER SPEED CONTROL - STANDARD		
NO WEIGH SYSTEM SELECTED FOR THIS SPREADER - STANDARD		
CASH TERMS		

United Ag & Turf

97.2 Miles

6010 W Broadway Street ARDMORE, OK 73401

580-233-7722

ap@unitedagt.comwww.unitedagandturf.com

- BBI Spinner Spreader

United Ag & Turf

64.1 Miles

1700 West Jackson Street Hugo, OK 74743

580-326-7556

United Ag & Turf

71.3 Miles

3610 North 1st Street Durant, OK 74701

580-924-4698

Ross Rogers Equipment Co
18151 AR-109, Scranton, AR 72863
479-938-2370

RESOLUTION
24-249

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, April 1, 2024.

WHEREAS, Pittsburg County, issued the following purchase order:

8387, issued on March 18, 2024 to Miller Office Equipment in the amount of \$100.00 for Relocating Equipment from Expo to Election Board.

WHEREAS, the above-mentioned Purchase Orders were never used, is no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Orders 8387 for FY 2023-2024

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN *Rose Blain*

VICE-CHAIRMAN *Chad B*

MEMBER *Sandra C. Law*

COUNTY CLERK *Hope Trammell*

**RESOLUTION
NO. 24-250**

The Board of County Commissioners, Pittsburg County, met in regular session on April 1, 2024.

WHEREAS, Haileyville VFD has been issued a check from ADT Security Services as a reimbursement for alarm system monitoring in the amount of \$122.07. The check is to be deposited into the following account since payment for expenses came from the respective account.

FUND	ACCOUNT	AMOUNT
Fire Sales Tax	1321-2-8215-2005	\$122.07

WHEREAS, Haileyville VFD requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

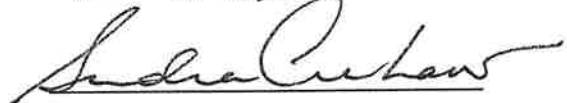
THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$122.07 from ADT Security Services.

ATTEST:




CHAIRMAN


VICE-CHAIRMAN


MEMBER


COUNTY CLERK



ADT Security Services, Inc.
 P.O. Box 30122
 College Station, TX 77842
 ADT Always There.®



HAILEYVILLE VOL. FD 3283 0179-8-8-MAAD
 PO BOX 386
 HAILEYVILLE, OK 74546-0386



PAYMENT SUMMARY

CHECK NO: 0003615221
 ACCOUNT NO: 402783808

CHECK DATE: 03/08/24

Dear Valued Customer:

Your ADT account number: 402783808

Our Records show a credit balance on your account for the number listed above. We have attached a refund for the full amount of your credit.

If you have any questions regarding this refund, please contact ADT Customer Care at 1-877-ADT-BILL or email us at checkrefunds@adt.com.

Thank you.

(Detach Here)

DOCUMENT CONTAINS ANTI-COPY VOID PANTOGRAPH, MICRO PRINT BORDER, VERIFICATION BOX (TO RIGHT OF ARROW, HOLD BETWEEN THUMB AND FOREFINGER, OR BREATHE ON IT, COLOR WILL DISAPPEAR, THEN REAPPEAR), AND A SIMULATED WATERMARK ON THE BACK



ADT Security Services
 452 Sable Boulevard
 Unit G
 Aurora, CO 80011

60-160/433

CHECK DATE
 03/08/2024

CHECK NUMBER
 0003615221

PAY...ONE HUNDRED TWENTY TWO DOLLARS 07 CENTS

VALID FOR 210 DAYS

TO
 THE
 ORDER
 OF:

HAILEYVILLE VOL. FD
 PO BOX 386
 HAILEYVILLE, OK 74546-0386

\$*****122.07

Dequita Rev

THE BANK OF NEW YORK MELLON
 PITTSBURGH, PENNSYLVANIA

⑈0003615221⑈ ⑆043301601⑆ 185⑈4518⑈

RESOLUTION
24-251

The Board of County Commissioners of Pittsburg County met in regular session on Monday, April 1, 2024.

WHEREAS, on February 29, 2024 Commissioner Kevin Smith retired from his position as Pittsburg County District 2 Commissioner.

WHEREAS, Commissioner Smith also held a seat on the Kiamichi Economic Development District of Oklahoma (KEDDO) that also became vacant with his retirement.

WHEREAS, the Board of County Commissioners of Pittsburg County hereby appoint Charlie W. Rogers to fill the vacant seat on the KEDDO Board of Directors, effective immediately.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby appoint Charlie W. Rogers to the Kiamichi Economic Development District of Oklahoma (KEDDO) Board of Directors, effective immediately.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

Ron Blaw

VICE-CHAIRMAN

Chad Z...

MEMBER

Sandra Curshaw

COUNTY CLERK

JoPe Trammell

RESOLUTION
24-252

The Board of County Commissioners, Pittsburg County met in regular session on Monday, April 1, 2024.

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

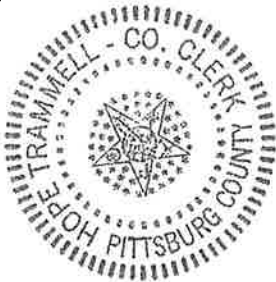
Vernon Moore & Janet Henry - \$100.00

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

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

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

[Signature]

VICE-CHAIRMAN

[Signature]

MEMBER

[Signature]

COUNTY CLERK

[Signature]

DESCRIPTION	Amount
<i>Check # 2210915</i>	

RECEIPT

No: 27332

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA

326.24

Received of Vernon Moore & Janet Henry \$ 100.00

one hundred dollars

Dollars

Purpose Donation

Chairman, BOCC

By CS

Officer

Deputy



Bank Of America
Commercial Disbursement Account
Northbrook, IL

No **2210915**

70-2328
0719

Date: 03/12/2024

Pay:
ONE HUNDRED DOLLARS AND NO CENTS

To The Order Of:
PITTSBURG COUNTY ANIMAL SHELTER

PAY \$100.00

Joseph R. Monteith

Present For Payment Within 180 Days

Memo:
DONATION

⑈ 2210915⑈ ⑆071923284⑆ 87658⑈03350⑈

CHANGE ORDER NO. 1

To

Bid No. 5, Construction Of Office Space, Restroom, Parts Room And Installation Of Electricity,
Data And Hvac Throughout New Canadian Shop Building

Bid No. 5 Original Bid

\$170,200.00

Change Order No. 1, Addition of Space for Breakroom

13,800.00

WHEREAS, the Board of County Commissioners of Pittsburg County, on November 6, 2023, approved the contract between Pittsburg County District 1 and K&B General Construction for the Canadian shop project.

WHEREAS, Pittsburg County District 1 wishes to add the construction of a breakroom to the project.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby approve Change Order No. 1 to Bid No. 5, Construction of Office Space, Restroom, Parts Room and Installation of Electricity, Data and HVAC throughout the New Canadian Shop Building.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

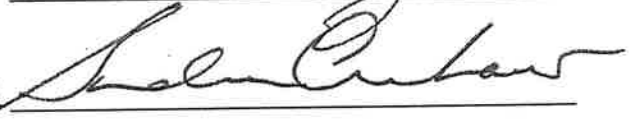
CHAIRMAN



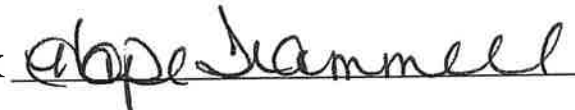
VICE-CHAIRMAN



MEMBER



COUNTY CLERK





Welding

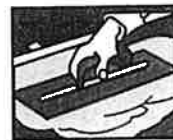
Stephen Brewer

Mobile: (918) 429-5812

K & B GENERAL CONSTRUCTION INC.

Metal Buildings
Metal Roofing
Concrete Work

PROPOSAL



Concrete Work

1930 S. Bache Rd.
McAlester, OK 74501

Proposal Submitted To <i>Pittsburg CO</i>	Phone	Date <i>3-28-24</i>
Address	Job Name <i>Break Room</i>	
City, State, Zip Code	Job Location <i>LANEIAN OK</i>	

We hereby submit the following specifications and estimates:

10' x 20' x 10'-8"

*concrete
building
walkway
insulation
electrical*

TOTAL #13,800

We propose hereby to furnish Material and Labor-Complete in accordance with above specifications, for the sum of \$ _____

Payment to be made as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by worker's compensation insurance.

Authorized Signature *Stephen R Brewer* Title *PRESIDENT*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above. A lien is acknowledged on the above property to secure the amount to be paid in full as specified.

Date of Acceptance _____ Signature _____
Title _____

masa Access 

The premier provider of medical transport coverage

Groups benefits proposal

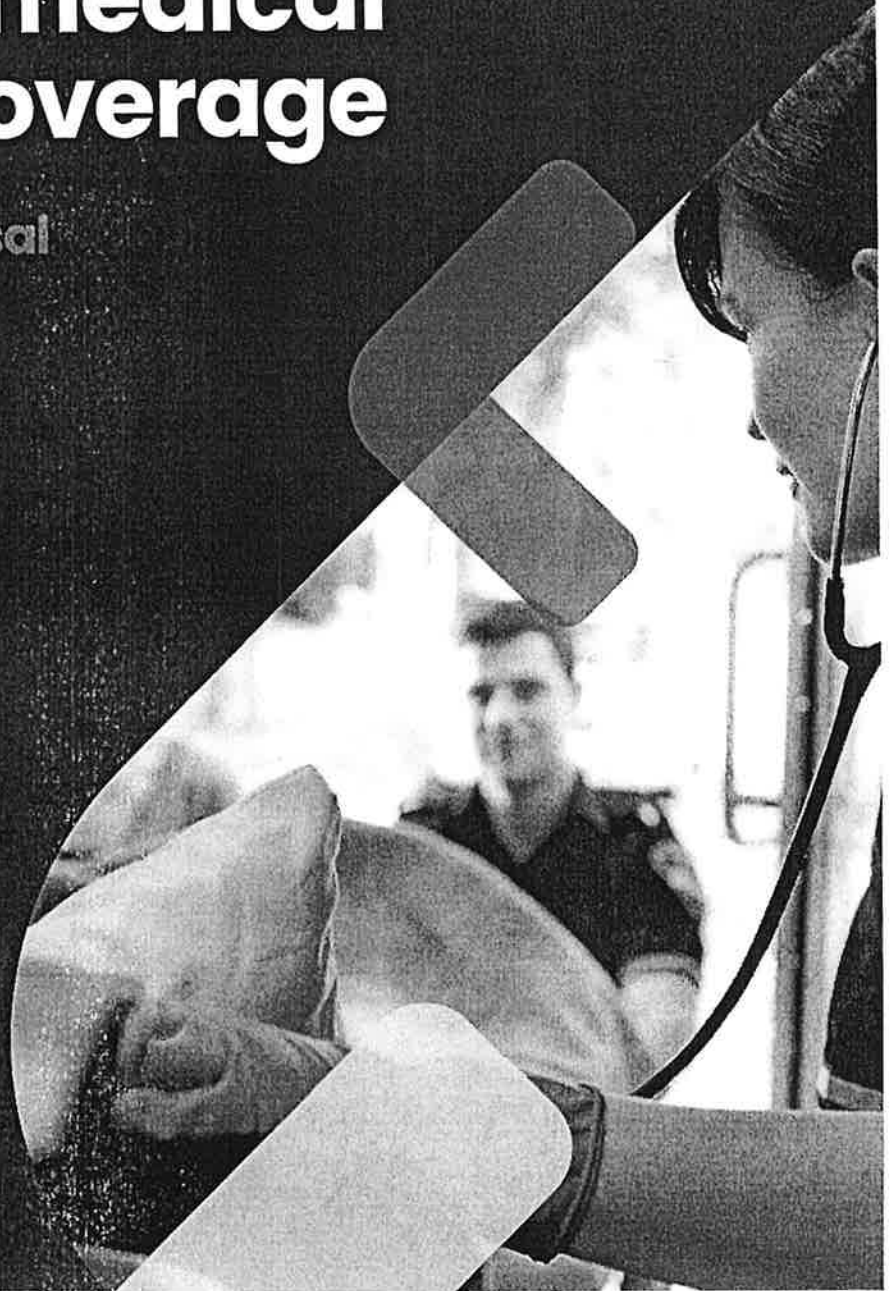
March 8th, 2024

Proposal for: Pittsburg County

Presented by: NFP

Eligible EEs: 212

Proposal valid through 7/1/24



Get comprehensive coverage and care for medial transportation



When emergencies happen, employees are exposed to uncovered costs and complex medical transport needs. Help them stay protected and prepared. Shield them from financial loss and connect them to expert service with MASA.

Coverage for any ambulance, nationwide

According to Consumer Reports, 79% of all ground ambulance rides could result in an out-of-network bill. ¹ If an emergency hits and your health insurance carrier denies their claim, employees may automatically be responsible for thousands of dollars. With MASA, employees never have to worry about being "out-of-network," because 100% of ambulance providers are covered nationwide. No matter when or where an emergency happens, medical transport claims are covered.

Advocacy for employees, at no extra charge

Employees can rely on our white-glove claims advocates to be with them every step of the way — working to ensure the ambulance bill gets paid. We work to confirm customary reasonable costs, get overages written off, and cover out-of-pocket expenses, or issue an indemnity payment.

Expert service, when they need it most

Beyond the initial ambulance ride, there are continued care needs that stem from the emergency and often prove to be overwhelming and costly. We'll be there with **additional coverages and expert coordination services** on call to manage complex transport needs during or after an emergency — such as transferring employees and their loved ones home safely.

DID YOU KNOW?

#1 employee worry: no cash for medical bills²



43.4M emergency transports were dispatched by 911 in 2021³



The average ground ambulance charge is \$2,008⁴



The average air ambulance charge is \$40,000⁵



There are 21,000 licensed ground ambulance providers⁶

MASA plan rates

Type	Product	Single Rate	Family Rate
Employer Paid	Emergent Premier - Voluntary buy-up to family	\$5 semi-mo.	\$6.50 semi-mo.
Employer Paid	Emergent Plus - Voluntary buy up to family	\$3.50 semi-mo.	\$5 semi-mo.
Voluntary	Emergent Premier (Composite Rate)	N/A	\$9.50 semi-mo.
Voluntary	Emergent Plus (Composite Rate)	N/A	\$7 semi-mo.
Voluntary	Platinum (Composite Rate)	N/A	\$19.50 semi-mo.

Assumptions & comments

With the high retention percentages, it not only speaks to the fact that we solve for a real problem, but that we also treat our groups as they should be treated, and we are fulfilling our promises we by alleviating the mentally exhausting stress and financial burden associated with BOTH ground and air ambulance transports REGARDLESS the provider.

FAMILY RATES UNDER BUY-UP PRODUCTS REFLECT THE ADDITIONAL AMOUNT TO BE PAYROLL DEDUCTED.

The employer paid route could potentially be BUDGET NEUTRAL if paid for those on the medical with a contribution strategy shift with the medical. This could be done at the group's medical renewal.

If employer paid is only for those on the medical, we will permit the remaining employees to also enroll on a voluntary basis at the same rate --- with family rate being total of buy-up and employer paid amounts.

***Some states may require that self-billed invoices to be addressed to group.

Compare plans

Include emergency medical transportation coverage in your benefits and protect what matters most. With a MASA plan, employees will have an additional layer of financial protection from the out-of-pocket costs of medical transportation. The options below offer a variety of expansive coverage and services that meet a range of needs to give employees peace of mind and round out any benefits package.



	Emergent Plus plan	Emergent Premier plan	Platinum plan
Emergency Ground Ambulance Coverage	● ²	● ²	● ²
Emergency Air Ambulance Coverage	● ²	● ²	● ²
Hospital to Hospital Ambulance Coverage	● ²	● ²	● ²
Repatriation to Hospital Near Home Coverage	● ²	● ³	● ⁴
Post Admission Continued Care Transportation Coverage		● ¹	
Sick While Away From Home Expense Protection		● ⁴	
Minor Return Transportation Coverage		● ³	● ³
Pet Return Transportation Coverage		● ³	● ³
Patient Return Transportation Coverage			● ⁴
Companion Transportation Coverage			● ³
Companion Return Transportation Coverage			● ³
Hospital Visitor Transportation Coverage			● ³
Mortal Remains Transportation Coverage			● ⁴
Vehicle & RV Return Coverage			● ³
Organ Retrieval & Organ Recipient Transportation Coverage			● ¹

Benefit descriptions

Emergency Ground Ambulance Coverage

MASA covers out-of-pocket expenses for emergency ground transportation to a medical facility for you or your dependent family member.

For policies that provide an indemnity benefit, MASA pays you an indemnity amount for your or your dependent family member's emergency ground transportation to a medical facility.

Emergency Air Ambulance Coverage

MASA covers out-of-pocket expenses for emergency air transportation to a medical facility for you or your dependent family member.

For policies that provide an indemnity benefit, MASA pays you an indemnity amount for your or your dependent family member's emergency air transportation to a medical facility.

Repatriation to Hospital Near Home Coverage

Should you need continued care, and your care provider has approved moving you to a hospital nearer to your home, MASA coordinates and covers expenses for ambulance transportation to the approved medical facility.

Hospital to Hospital Ambulance Coverage

When specialized care is required but not available at the initial emergency facility, MASA provides coverage for transferring you to the nearest appropriate medical facility.

Post Admission Continued Care Transportation Coverage

Should you need care in a rehabilitation facility, skilled nursing facility, long-term care facility, hospice, or at home after an emergency, your out-of-pocket expenses for transport are eased with MASA.

Sick While Away From Home Expense Protection

Should you be required to quarantine while traveling, MASA will cover some of your extended hotel expenses.

Minor Return Transportation Coverage

In the event your minor child traveling with you is left unattended due to your emergency transport, MASA coordinates services and covers expenses to return your child safely home.

Hospital Visitor Transportation Coverage

Should you be hospitalized more than 100 miles from home, MASA coordinates and covers the cost of round-trip air transportation for a companion to join you.

Patient Return Transportation Coverage

Once you're discharged from medical care and able to travel without medical transport, MASA coordinates and covers costs associated with your commercial airline transport home.

Companion Transportation Coverage

MASA coordinates services and covers costs for a companion to accompany you during your emergency air ambulance transport.

Companion Return Transportation Coverage

Once you're discharged from medical care and able to travel without medical transport, MASA coordinates and covers the costs associated with your companion accompanying you on commercial airline transport home.

Pet Return Transportation Coverage

If you are traveling with your pets and an emergency occurs requiring your medical transport, MASA coordinates services and covers expenses for returning up to two pets to your home.

Mortal Remains Transportation Coverage

In the event that you pass away more than 100 miles from home, MASA coordinates services and provides coverage for air transport for your remains to be returned home.

Vehicle & RV Return Coverage

Should a travel emergency occur requiring you to leave your vehicle or RV by ambulance, MASA provides services and covers expenses associated with returning your vehicle or RV to your home.

Organ Retrieval Transportation Coverage

Should you need an organ transplant, MASA coordinates and provides coverage for getting you or the organ to the transplant location.

About MASA

In 1974 MASA pioneered the first prepaid plan program providing coverage for medical emergency air and ground transportation costs.

Now with over 400 team members, MASA is

Coverage territories

1: United States only.

2: United States and Canada.

3: United States, Canada, Mexico, the Caribbean (excluding Cuba), the Bahamas and Bermuda.

4: Worldwide coverage to include any region with the exclusion of Antarctica and not prohibited by U.S. law or under certain U.S. travel advisories as long as the member has provided ten (10) day notice.

Disclaimers

This material is for informational purposes only and does not provide any coverage. The benefits listed, and the descriptions thereof, do not represent the full terms and conditions applicable for usage and may only be offered in some memberships or policies. Premiums and benefits vary depending on the plan selected. For a complete list of benefits, premiums, terms, conditions, and restrictions, please refer to the applicable member services agreement or policy for your state. For additional information and disclosures about MASA plans, visit: <https://info.masamts.com/masa-mts-disclaimers>

Definitions

MASA Group shall mean individually and in the collective, as applicable, Medical Air Services Association, Inc., Medical Air Services Association of Florida, Inc., and MASA Insurance Services, Inc.

masa Access 

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **April 1, 2024** by and between the Board of County Commissioners of **Pittsburg County**, Oklahoma, designated throughout this agreement as the Lessee, and **Apex Equipment, Inc.**, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
LiuGong	856H	Wheel Loader	CLG856HZCNL701760	1	\$190,054.04	\$217,613.40

with Hydraulic Coupler and Heavy Duty 72" Forks

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 **\$3,626.89** 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 **4** successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of **10** months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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 judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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

XV. Entire Agreement Of The Parties And Severability

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


XVI. Choice Of Law

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

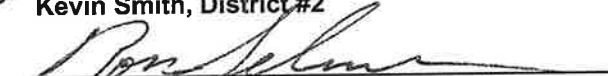
Approved by the Board of County Commissioners At
Pittsburg County, Oklahoma



Charlie Rogers, District #1



Kevin Smith, District #2



Ross Selman, District #3

FOR THE LESSOR: **Apex Equipment, Inc.**

ATTEST: 
Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 127468

This Schedule is executed by **Apex Equipment, Inc.** ("Lessor") and **Pittsburg County** ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of **April 1, 2024** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Districts 1, 2 & 3

PAYMENT SCHEDULE:

RATE: 5.38%

Equipment Cost \$190,054.04 + Doc Fee \$300.00 = \$190,354.04

	Date	Payment	Interest	Principal	Balance
Loan	04/01/2024				190,354.04
1	05/01/2024	3,626.89	843.67	2,783.22	187,570.82
2	06/01/2024	3,626.89	859.04	2,767.85	184,802.97
3	07/01/2024	3,626.89	819.07	2,807.82	181,995.15
4	08/01/2024	3,626.89	833.51	2,793.38	179,201.77
5	09/01/2024	3,626.89	820.71	2,806.18	176,395.59
6	10/01/2024	3,626.89	781.80	2,845.09	173,550.50
7	11/01/2024	3,626.89	794.83	2,832.06	170,718.44
8	12/01/2024	3,626.89	756.64	2,870.25	167,848.19
9	01/01/2025	3,626.89	768.72	2,858.17	164,990.02
10	02/01/2025	3,626.89	755.63	2,871.26	162,118.76
11	03/01/2025	3,626.89	670.62	2,956.27	159,162.49
12	04/01/2025	3,626.89	728.94	2,897.95	156,264.54
13	05/01/2025	3,626.89	692.58	2,934.31	153,330.23
14	06/01/2025	3,626.89	702.23	2,924.66	150,405.57
15	07/01/2025	3,626.89	666.61	2,960.28	147,445.29
16	08/01/2025	3,626.89	675.28	2,951.61	144,493.68
17	09/01/2025	3,626.89	661.76	2,965.13	141,528.55
18	10/01/2025	3,626.89	627.27	2,999.62	138,528.93
19	11/01/2025	3,626.89	634.44	2,992.45	135,536.48
20	12/01/2025	3,626.89	600.71	3,026.18	132,510.30
21	01/01/2026	3,626.89	606.88	3,020.01	129,490.29
22	02/01/2026	3,626.89	593.04	3,033.85	126,456.44
23	03/01/2026	3,626.89	523.10	3,103.79	123,352.65
24	04/01/2026	3,626.89	564.94	3,061.95	120,290.70
25	05/01/2026	3,626.89	533.14	3,093.75	117,196.95
26	06/01/2026	3,626.89	536.74	3,090.15	114,106.80
27	07/01/2026	3,626.89	505.73	3,121.16	110,985.64
28	08/01/2026	3,626.89	508.30	3,118.59	107,867.05
29	09/01/2026	3,626.89	494.01	3,132.88	104,734.17
30	10/01/2026	3,626.89	464.19	3,162.70	101,571.47
31	11/01/2026	3,626.89	465.18	3,161.71	98,409.76
32	12/01/2026	3,626.89	436.16	3,190.73	95,219.03
33	01/01/2027	3,626.89	436.09	3,190.80	92,028.23
34	02/01/2027	3,626.89	421.47	3,205.42	88,822.81
35	03/01/2027	3,626.89	367.43	3,259.46	85,563.35
36	04/01/2027	3,626.89	391.87	3,235.02	82,328.33
37	05/01/2027	3,626.89	364.89	3,262.00	79,066.33
38	06/01/2027	3,626.89	362.11	3,264.78	75,801.55
39	07/01/2027	3,626.89	335.96	3,290.93	72,510.62
40	08/01/2027	3,626.89	332.09	3,294.80	69,215.82
41	09/01/2027	3,626.89	317.00	3,309.89	65,905.93
42	10/01/2027	3,626.89	292.10	3,334.79	62,571.14
43	11/01/2027	3,626.89	286.57	3,340.32	59,230.82

44	12/01/2027	3,626.89	262.52	3,364.37	55,866.45
45	01/01/2028	3,626.89	255.86	3,371.03	52,495.42
46	02/01/2028	3,626.89	240.42	3,386.47	49,108.95
47	03/01/2028	3,626.89	210.40	3,416.49	45,692.46
48	04/01/2028	3,626.89	209.26	3,417.63	42,274.83
49	05/01/2028	3,626.89	187.37	3,439.52	38,835.31
50	06/01/2028	3,626.89	177.86	3,449.03	35,386.28
51	07/01/2028	3,626.89	156.84	3,470.05	31,916.23
52	08/01/2028	3,626.89	146.17	3,480.72	28,435.51
53	09/01/2028	3,626.89	130.23	3,496.66	24,938.85
54	10/01/2028	3,626.89	110.53	3,516.36	21,422.49
55	11/01/2028	3,626.89	98.11	3,528.78	17,893.71
56	12/01/2028	3,626.89	79.31	3,547.58	14,346.13
57	01/01/2029	3,626.89	65.70	3,561.19	10,784.94
58	02/01/2029	3,626.89	49.39	3,577.50	7,207.44
59	03/01/2029	3,626.89	29.81	3,597.08	3,610.36
60	04/01/2029	3,626.89	16.53	3,610.36	0.00
Grand Totals		217,613.40	27,259.36	190,354.04	

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

LESSEE: Pittsburg County

BY: 
 Ross Selman

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commissioners for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **April 1, 2024**, (the "Lease"), by and between the **Apex Equipment, Inc.**, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on **May 1st, 2024**, and the **1st** of each **month** thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **LiuGong 856H Wheel Loader SN# CLG856HZCNL701760 with Hydraulic Coupler and Heavy Duty 72" Forks**

DATED: **April 1, 2024**

BY: 

Ross Selman

TITLE: **Commissioner Chairman**

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

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated April 1, 2024 by and between Lessor and Lessee. I am of the opinion that:

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

Counsel for Lessee: _____

By: _____

Title: _____

Date: _____

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

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2023-2024.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2023-2024 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2023-2024 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this April 1, 2024.

Lessee: **Pittsburg County**

By: 
Ross Selman

Title: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



April 1, 2024

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

Re: Lease Purchase Agreement For Equipment dated April 1, 2024, between Apex Equipment, Inc., Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

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

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

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

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: 
Ross Selman

By: Sherri J. Mount, Senior Vice President

Title: Commissioner Chairman

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 73-6006407
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 E. Carl Albert Parkway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code McAlester, OK 74501		7 Date of issue 04/01/2024
8 Name of issue Lease/Purchase		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Hope Trammell, County Clerk		10b Telephone number of officer or other employee shown on 10a 918-423-6865

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ <u>Lease/Purchase Equipment</u>	18 190,354.04
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
	04/01/2029	\$ 190,354.04	\$ N/A	5 years	5.38 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

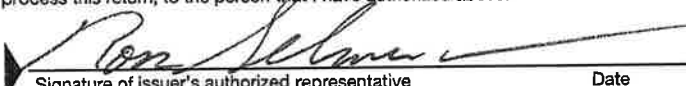
Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

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



Signature of issuer's authorized representative

Date

Ross Selman, Commissioner Chairman

Type or print name and title

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

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this April 1, 2024 by and between **Apex Equipment, Inc.** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

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

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated April 1, 2024 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

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

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

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

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

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

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

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

ASSIGNOR: **Apex Equipment, Inc.**

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri J. Mount, Senior Vice President

MEMORANDUM OF UNDERSTANDING

Date: 3/20/2024

Subject: Memorandum of Understanding between Legacy Energy Consulting, LLC and the Pittsburg County Assessor's Office

This Memorandum of Understanding (MoU) outlines the agreement between Legacy Energy Consulting, LLC (Legacy) and the Pittsburg County Assessor's Office (PCA) regarding the temporary hiring of PCA's employee during the remainder of the contract term.

Parties Involved:

a. Legacy

Justin Few

Legacy Energy Consulting, LLC

24 E. Choctaw Ave., Ste. 201, McAlester, OK 74501

Telephone: (918) 470-8806

Email: office@legacyenercon.com

b. PCA

Cathy Ridenour

Pittsburg County Assessor

115 East Carl Albert Parkway, McAlester, OK 74501

Telephone: (918) 423-4726

Facsimile: (918) 723-7321

Email: Pittsburgassessor@gmail.com

Purpose:

The purpose of this MoU is to establish the terms and conditions under which Legacy may hire PCA's employee on a temporary basis during the remainder of the contract between the two parties.

Term:

This MoU shall be effective from the date of signing and shall remain in force until the termination of the contract between Legacy and PCA on June 30, 2024.

Temporary Hiring:

a. Legacy may contract PCA's employee, Chachi Cosper, on a temporary basis to fulfill specific job requirements outside of the Pittsburg County Assessor's Office during the remainder of the contract period.

b. The temporary contracting shall be subject to the availability of PCA's employee and their willingness to be engaged by Legacy.

Terms of Engagement:

c. Legacy shall be responsible for the payment of wages/salaries to the temporary employee during their contract engagement.

Termination:

Either party may terminate this MoU with written notice to the other party.

Amendment:

Any amendment to this MoU shall be made in writing and duly signed by authorized representatives of both parties.

Governing Law:

This MoU shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the date first above written.

PCA

Legacy

By: Cathy Ridenour
Cathy Ridenour
Pittsburg County Assessor

By: [Signature]
Justin Few Manager

BOARD OF COMMISSIONERS

[Signature]

[Signature]

[Signature]

County Clerk

[Signature]



RESOLUTION
24-247

The Board of County Commissioners of Pittsburg County met in regular session on Monday, March 25, 2024.

WHEREAS, Pittsburg County Sheriff's Office wishes to apply for an Opioid Abatement Grant through the Oklahoma Office of the Attorney General.

WHEREAS, the purpose of this grant application is to hire a deputy to visit the rural schools to teach the students the danger of drug use. This deputy will travel to the rural schools and use educational materials to help show the students the dangers of these drugs.

WHEREAS, the Board of County Commissioners of Pittsburg County do approve and consent to the grant application as written by the Pittsburg County Sheriff's Office.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County do hereby approve and consent to the grant application as written by the Pittsburg County Sheriff's Office.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN _____

VICE-CHAIRMAN *[Signature]*

MEMBER-AT-LARGE *[Signature]*

COUNTY CLERK *[Signature]*



Pittsburg County Sheriff's Office

**CHRIS MORRIS
SHERIFF**



**FRANKIE McCLENDON
UNDERSHERIFF**

March 23,2024

To whom it may concern:

The Pittsburg County Sheriff's Office is requesting funding from the Oklahoma Opioid Abatement Grant in the amount of \$326,080.00. Our office would like to use these funds to pay a drug education deputy to teach drug education at the rural schools in our county. Our office has always worked with our schools on different events, but it has always been our goal to provide a deputy to travel to the different schools on a bi-weekly or monthly basis. We have fifteen rural schools located in our county that would like to participate in this program. Our office would also like to provide the deputy with educational supplies and a SIDNE vehicle to teach the dangers of opioid use while driving.

The funds will also be used to purchase a 2024 ford F150 to transport the drug education deputy to the schools and events in our community.

This deputy will also attend community events, speaking with the communities on the dangers of opioid addiction. Our office has a great success with our red ribbon week at the schools, the students and faculty look forward to this every year.

We do not have the funds now, or will not have the funds in the future to expand this program to be able to have a deputy who is assigned to drug education all year. The community has requested our office to have a program like this for several years now with the opioid addiction touching more lives in our county.

Our county has had several drug overdose deaths, and many families torn apart by opioid addiction. The Sheriff feels like having a deputy teaching in the schools and interacting with our youth will help with the prevention of opioid abuse. We are excited to get to have more of a presence in our schools

Pittsburg County Sheriff's Office

**CHRIS MORRIS
SHERIFF**



**FRANKIE McCLENDON
UNDERSHERIFF**

and our communities. We hope you will consider this application and award the funds to our office to help with this program. Thank you for your consideration and time.

Sincerely,

A handwritten signature in cursive script that reads "Julie Padgett".

Julie Padgett

Administrative Assistant



OKLAHOMA OPIOID ABATEMENT BOARD
OFFICE OF THE ATTORNEY GENERAL
313 NE 21st St., Oklahoma City, OK 73105

OPIOID ABATEMENT GRANT APPLICATION

Purpose of the Grant Awards

In 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds. Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions." 74 O.S.2021, § 30.4. All monetary grants provided by the Opioid Abatement Board shall be considered "opioid grant awards" as defined in 74 O.S.2021, § 30.5(6).

Restrictions on use of Grand Award Proceeds

Section 5 of the Act requires the Board to ensure that political subdivisions expend grant award proceeds for only approved purposes. Subsection 3 defines those approved purposes:

"Approved purpose" and "approved purposes" mean evidence-based, forward-looking strategies, programming and services used to:

- a. expand the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues,
- b. develop, promote and provide evidence-based opioid use prevention strategies,
- c. provide opioid use disorder and co-occurring substance use disorder avoidance and awareness education,
- d. decrease the oversupply of licit and illicit opioids,
- e. support recovery from addiction services performed by qualified and appropriately licensed providers,
- f. treat opioid use, abuse and disorders including early intervention screening, counseling and support,
- g. support individuals in treatment and recovery from opioid use, abuse and disorder,
- h. provide programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services,
- i. address the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including prearrest and postarrest diversion programs, pretrial services and drug or recovery courts,

- j. address the needs of pregnant or parenting women with opioid use, abuse or disorder and their families,
- k. address the needs of parents and caregivers caring for babies with neonatal abstinence syndrome,
- l. support efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids,
- m. support efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids,
- n. support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public,
- o. reimburse or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death,
- p. reimburse attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020,
- q. support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support,
- r. support education of youths regarding the dangers of opioid use, abuse and addiction,
- s. fund training relative to any approved purpose,
- t. monitor, surveil and evaluate opioid use, abuse or disorder, or
- u. provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act.

Provided that, such strategies, programming and services occurred on or after January 1, 2015.

Approval Process

Completed applications will be reviewed by Office of the Attorney General ("OAG") staff for presentation to the Opioid Abatement Board. Board members will be provided with all applications prior to any action being taken. OAG staff may also make recommendations to the Board regarding applications. The Board may invite political subdivisions to speak on behalf of their application at a Board meeting. Applications must be accompanied by a resolution or equivalent governmental action from the political subdivision authorizing the application as well as setting forth how the funds shall be used or expended.

In the event a political subdivision wishes to appeal a grant disbursement decision, the applicant may appeal in writing to the Board within twenty (20) days of notification of a grant disbursement decision. A political subdivision may appeal the denial of a grant application or the denial of a specific fund use request. The political subdivision will be allowed to present its

appeal to the Board, which shall have to power to amend or affirm the disbursement decision following the hearing. All hearings will be recorded and are not subject to further review.

Reporting Requirements

Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter. Quarters run by calendar year. For specific information, please see below:

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

Consequences for Improper Use

Additionally, Section 7 of the Act requires the Board to take immediate action if a recipient expends award proceeds on non-approved purposes. Such immediate action may include grant suspension and/or suspension of award proceeds until the Board has received information to demonstrate that the recipient has adequately remedied the cause for such suspension. Remedial action may include refunding the Board in an amount equal to the funds used for unapproved purposes. Material misrepresentations made in this application may result in the filing of criminal actions against any individuals related to the submission of this application for a grant award. Knowingly making a false statement or claim in connection with this grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages and penalties. 21 O.S.2021, §§ 281, 358.

Open Records Act Notice

YOUR SUBMISSION AS WELL AS ANY CORRESPONDENCE, INCLUDING ELECTRONIC COMMUNICATIONS, TO THE OFFICE OF THE ATTORNEY GENERAL OR THE OKLAHOMA OPIOID ABATEMENT BOARD CONSTITUTE RECORDS UNDER THE OPEN RECORDS ACT, 51 O.S.2021, § 24A.1 et seq. IF THE OFFICE OR BOARD RECEIVES A REQUEST FOR RECORDS SUBMITTED PURSUANT TO THE POLITICAL SUBDIVISIONS OPIOID ABATEMENT GRANTS ACT, BE ADVISED THAT NOTHING UNDER THIS ACT NOR THE OPEN RECORDS ACT MAKES YOUR SUBMISSION(S) OR CORRESPONDENCE PRIVILEGED OR CONFIDENTIAL. AS A RESULT, ALL RECORDS RECEIVED ARE PRODUCIBLE IF THEY FALL WITHIN THE SCOPE OF A REQUEST.

Notice regarding contractors or partners

The Political Subdivisions Opioid Abatement Grants Act does not expressly prohibit eligible participants (i.e., county, municipality, school district, or any public trust solely benefiting one of the foregoing subdivisions) from contracting or partnering with non-profits and other organizations. However, the Act does not expressly authorize such contracts or partnerships. Under adopted emergency rules and proposed permanent rules, sub-granting will be prohibited. Ultimately, the political subdivisions will be held responsible for any misspent or misappropriated grant award proceeds.

The Office of the Attorney General will hold accountable anyone who uses grant award proceeds for nonapproved purposes (see “Consequences for Improper Use”). Accordingly, eligible participants applying for a grant award should ensure that they implement sufficient safeguards to prevent misspending or misappropriation of the grant award proceeds.

Instructions

All asterisked fields are required, **unless** noted otherwise. Identified fields will be subject to a **three hundred and fifty (350)** word count limit. Any portion of an answer that exceeds the word count limit will not be considered by scorers or the Board.

Required Information

The Office of the Attorney General will be uploading links to information required under section II, number 13 of this application. Further, you will find a template for budgets on the OAG website. Please visit <https://www.oag.ok.gov/opioid-abatement-board> to gain access to this information and for the budget template. This information will be uploaded in January 2024.

Scoring

Each grant application will be scored based on a rubric with point values assigned to each set of questions in Section II of the application. Applications receiving the highest number of points will receive funding until funds are exhausted. Questions are weighted for importance with use of funds and need for funds each receiving the highest number of points. The more comprehensive a response is to questions in the application, the more likely you will receive the maximum number of points for that portion of the application. Overall, successful applications will demonstrate a strong plan for abatement of the opioid epidemic within the respective community and align with the statutorily approved purposes. The complete rubric can be found Appendix A of the Opioid Abatement’s administrative rules.

Application submission

Applications for opioid abatement grant awards must be submitted to the Office of the Attorney General no later than **Friday, March 29, 2024, at 5:00 p.m.** Applications can be submitted electronically in **one file** (PDF preferred) or by mail. An application must be received in the Office of the Attorney General by the deadline in order for it to be considered.

Applications can be submitted electronically by emailing it to:
OAB@oag.ok.gov

Applications can be mailed to:

APPLICATION

Section I. Political Subdivision Information

1. NAME OF POLITICAL SUBDIVISION OR PUBLIC TRUST AND BENEFICIARY*

1a. Name Pittsburg County Sheriff's Office

1b. Beneficiary(ies) of public trust (if applicable)

2. TYPE OF POLITICAL SUBDIVISION*

Municipality County School District

Technology School District

Public Trust solely benefiting municipality, school district, or county

3. DESIGNATED REPRESENTATIVE*

This person will be the point of contact for this application and throughout the opioid abatement grant award process.

Name	Title
<u>Frankie McClendon</u>	<u>Under Sheriff</u>
Address	City, State, Zip Code
<u>1210 N. West St.</u>	<u>McAlester, Ok. 74501</u>
Email Address	Phone Number
<u>fmcclendon@pittsburgsheriff.com</u>	<u>918-423-5858</u>

4. LEGAL REPRESENTATIVE OR COUNSEL*

Name	Title
<u>Chuck Sullivan</u>	<u>District 18 District Attorney</u>
Address	City, State, Zip Code
<u>109 E. Carl Albert Pkwy.</u>	<u>McAlester, OK 74501</u>
Email Address	Phone Number
	<u>918-423-1324</u>

5. PRIMARY POINT OF CONTACT*

This person will possess the primary responsibility of daily operations and management of the program(s) funded by an opioid abatement grant award.

Name	Title
<u>Julie Padgett</u>	<u>Administrative Assistant</u>
Address	City, State, Zip Code
<u>1210 N. West St.</u>	<u>McAlester, OK 74501</u>
Email Address	Phone Number
<u>jpadgett@pittsburgsheriff.com</u>	<u>918-423-7152</u>

6. CHIEF FINANCIAL OFFICER OR EQUIVALENT POSITION*

This person will possess the primary responsibility of approving expenditures and disbursements of the grant funds.

Name	Jennifer Hadler	Title	Pittsburg County Treasurer
Address	115 E. Carl Albert Parkway	City, State, Zip Code	Mc Alester, Ok. 74501
Email Address	pittsburg-treasurer@yahoo.com	Phone Number	918-423-6895

7. PURDUE SETTLEMENT*

7a. Is your political subdivision engaged in the bankruptcy litigation against Purdue Pharmaceuticals currently on appeal with the U.S. Court of Appeals for the Second Circuit in *In Re: Purdue Pharma L.P.*, Case No. 22-299?

Yes No

8. DISTRIBUTORS SETTLEMENT*

8a. Was your political subdivision involved in the National Opioid Distributors Settlements (i.e., AmerisourceBergen, Cardinal Health, and McKesson Corp.) or an elected participant in the settlements?

Yes No

8b. Please identify your political subdivision's status in the National Opioid Distributors Settlements:

Named plaintiff Participant by election, executed release of claims
 Neither a plaintiff nor a participant

8c. How much have you received in financial recovery, if any, from the National Opioid Distributors Settlement?

9. RETAILERS AND TEVA/ALLERGAN SETTLEMENT*

9a. Was your political subdivision involved in the National Opioid Retailers (i.e., CVS, Walgreens, and Walmart) and Teva/Allergan Settlements or an elected participant in the settlements?

Yes No

9b. Please identify your status with respect in the National Opioid Retailers and Teva/Allergan Settlements:

Named plaintiff Participant by election, executed release of claims
 Neither a plaintiff nor a participant

9c. How much have you received in financial recovery, if any, from the National Opioid Retailers and Teva/Allergan Settlements?

10. OTHER OPIOID-RELATED LITIGATION*

10a. Is your political subdivision currently a named plaintiff in any other opioid-related litigation?

Yes No

10b. If yes, please provide the case name, case number, the court, and the status of litigation. (350 words or less, concerning litigation status)

10c. How much have you received in financial recovery, if any, from other opioid-related litigation?

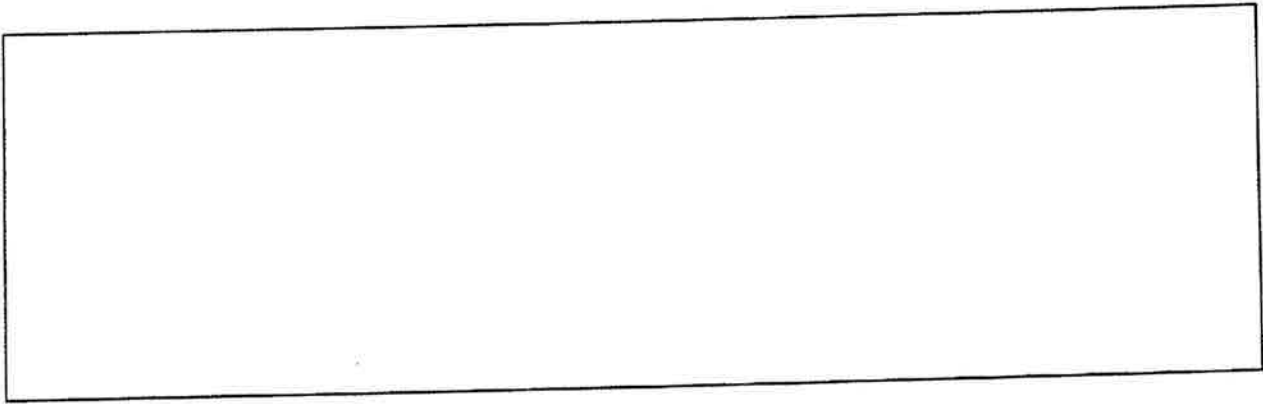
11. DISCLOSURE OF INVESTIGATION*

11a. During the past five (5) years, has your political subdivision or public trust been the subject of any criminal, civil, or administrative investigation by any federal, state, or local agencies, including any investigative audit conducted by the State Auditor and Inspector?

Yes No

11b. If yes, please provide the outcome of the investigation or audit.
(350 words or less)

11c. As a result of the investigation or audit, did your political subdivision or trust have to take any required corrective actions? (350 words or less)



Section II. Proposed Grant Project(s)

12. PROPOSED GRANT PROJECT(S): Use of Funds*

12a. Description of project(s):

Please briefly describe how the political subdivision intends to use grant funds.

(350 words or less)

The Pittsburg County Sheriff's Office would like to request funds for a Deputies Salary - Yearly w/Benefits. The deputy will be going to the rural schools to teach the students the danger of drug use. This deputy will travel to the rural schools and use the educational material to help show th students the dangers of these drugs. Our office would like to help Educate and prevent students from becoming addicted to these dangerous substances. The schools have expressed that there is a great need for this kind of drug Education in our Rural Schools.

12b. Is/are this/these project(s): (mark all that apply)

- A new effort for the political subdivision
- A proposed supplement or enhancement to a project or effort already in place on or after January 1, 2015
- A combination of enhancing an existing project and effort with new components on or after January 1, 2015
- Will the grant funds requested replace prior local or state funds for the requested project(s)?

12c. Award amount requested for this/these project(s):

220,000.00 for a deputy salary w/Benefits. This will be for the next. Educational Supplies for deputy to use \$10,000.00
four years. A vehicle for this deputy

12d. Describe any existing project(s) of the political subdivision and how this grant would enhance those efforts. (350 words or less)

We currently have the deputies go out to the schools during Red Ribbon week. This has always been a great experience for the students. The students have lots of questions and enjoy our deputies in this role of education.

12e. Approved Purpose(s): (mark all that apply)

Please check which approved purpose(s) align with the proposed grant projects.

- Expands the availability of treatment for individuals affected by opioid use disorders, co-occurring substance use disorders and mental health issues [74 O.S. § 30.5(1)(a)],
- Develops, promotes and provides evidence-based opioid use prevention strategies [74 O.S. § 30.5(1)(b)],
- Provides opioid use disorder and co-occurring substance use disorder avoidance and awareness education [74 O.S. § 30.5(1)(c)],
- Decreases the oversupply of licit and illicit opioids [74 O.S. § 30.5(1)(d)],
- Supports recovery from addiction services performed by qualified and appropriately licensed providers [74 O.S. § 30.5(1)(e)],
- Treats opioid use, abuse and disorders including early intervention screening, counseling and support [74 O.S. § 30.5(1)(f)],
- Supports individuals in treatment and recovery from opioid use, abuse and disorder [74 O.S. § 30.5(1)(g)],
- Provides programs or services to connect individuals with opioid use, abuse or disorder, or who are at risk of developing opioid use disorder, co-occurring substance use disorder and mental health issues, with treatment and counseling programs and services [74 O.S. § 30.5(1)(h)],
- Addresses the needs of individuals who are involved, or who are at risk of becoming involved, in the criminal justice system due to opioid use, abuse or disorder through programs or services in municipal and county criminal judicial systems including prearrest and post-arrest diversion programs, pretrial services and drug or recovery courts [74 O.S. § 30.5(1)(i)],
- Addresses the needs of pregnant or parenting women with opioid use, abuse or disorder and their families [74 O.S. § 30.5(1)(j)],
- Addresses the needs of parents and caregivers caring for babies with neonatal abstinence syndrome [74 O.S. § 30.5(1)(k)],
- Supports efforts to prevent overprescribing and ensure appropriate prescribing and dispensing of opioids [74 O.S. § 30.5(1)(l)],
- Supports efforts to discourage or prevent misuse of opioids including the oversupply of licit and illicit opioids [74 O.S. § 30.5(1)(m)],
- Support efforts to prevent or reduce overdose deaths or other opioid-related harms including through increased availability and distribution of naloxone and other drugs that treat overdoses for use by first responders, persons who have experienced an overdose event, families, schools, community-based service providers, social workers and other members of the public [74 O.S. § 30.5(1)(n)],
- Reimburses or fund law enforcement and emergency responder expenditures relating to the opioid epidemic including costs of responding to emergency medical or police calls for service, equipment, treatment or response alternatives, mental health response training and training for law enforcement and emergency responders as to appropriate practices and precautions when dealing with opioids or individuals who are at risk of opioid overdose or death [74 O.S. § 30.5(1)(o)],
- Reimburses attorney fees and allowable expenses directly related to opioid litigation incurred as part of legal services agreements entered into before May 21, 2020 [74 O.S. § 30.5(1)(p)],

Support efforts to provide leadership, planning and coordination to abate the opioid epidemic through activities, programs or strategies for prevention and recovery models including regional intergovernmental efforts and not-for-profit agency support [74 O.S. § 30.5(1)(q)].

✓ Support education of youths regarding the dangers of opioid use, abuse and addiction, fund training relative to any approved purpose [74 O.S. § 30.5(1)(r)].

Fund training relative to an approved purpose [74 O.S. § 30.5(1)(s)].

Monitor, surveil and evaluate opioid use, abuse or disorder [74 O.S. § 30.5(1)(t)], and

Provide opioid abatement as identified by the Oklahoma Opioid Abatement Board as consistent with the purpose of the Political Subdivisions Opioid Abatement Grants Act [74 O.S. § 30.5(1)(u)].

12f. Please identify what portion, if any, of the grant proceeds will be for indirect costs. THE AMOUNT CANNOT EXCEED FIVE PERCENT OF THE TOTAL PROJECT COST.

Indirect costs include expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization/entity and the performance of the project.
(350 words or less)

12g. **ATTACH** a budget for the project(s) with line-item details.

A template for budgets can be found on the Attorney General's website on the Board's webpage (www.oag.ok.gov/opioid-abatement-board)

12h. What is the timeline for completing the proposed project(s)? Please include any benchmarks or interim goals to measure progress. (350 words or less)

This will be an ongoing project. We would like to have this project for the school years of 2024 to 2028

We would like to do a four year program, but if that is not possible we request just the opportunity to try this for at least a year.

13. PROPOSED GRANT PROJECT(S): Demonstrated Need for Funds*

13a. Political Subdivision Statistics
Please provide any information known or reasonably available to you. If providing estimates, please indicate responses as such. Please provide any sources, including identity and year published, from which you are providing requested data. The Office of the Attorney General will be providing links to this information on its website at www.oag.ok.gov/opioid-abatement-board.

Population of political subdivision:

43,773

Number of people per capita suffering from opioid use disorder in the political subdivision:

6,500

Opioid prescription rate in the political subdivision:

10,000

Number of opioid overdose deaths in the last twelve months:

8

Number of opioid overdose deaths in the last three years:

22

Amount of opioids distributed within the political subdivision in the last twelve months:

Amount of opioids distributed within the political subdivision in the last three years:

13b. What does your political subdivision expect to be different in a year as a result of the funding? In two years? Specifically, how will the proposed project(s):

- i. Discourage and prevent opioid use and dependency,
- ii. Decrease the number of people per capita suffering from opioid use disorder in your political subdivision,
- iii. Reduce the opioid prescription rate in your political subdivision compared to the national average opioid prescription rate,
- iv. Lower opioid overdose deaths in your political subdivision and prevent them from occurring, and
- v. Reduce the amount of opioids distributed within your political subdivision.

For instance, what systems will be changed? What populations will benefit? Please be specific. (350 words or less)

Our mission will be to educate Students, Faculty, and our Community on the dangers of Opioid use. We will go to local Community events and all of our rural Schools with this program. The mission will be to hopefully get the message out to our youth and that this will help to stop the amount of opioid abuse and overdose that has been escalating in our Community. With this education of the signs of opioid abuse, we hope this gives people the tools to recognize signs and help friends and family with addiction problems.

13c. Describe or identify target populations you hope to reach with your proposed project and how many people are expected to participate and benefit per year? (350 words or less)

There are several areas in our County that there is a large amount of drug activity. Our office will focus on the schools in these areas. So many of these students only see law enforcement as they are responding to emergency calls. Our hope is to educate the students on the danger of these drugs and to build a relationship of trust and respect with them. Our hope is to possibly give these students the tools to overcome the pressures and temptations of drug use.

14. PROPOSED GRANT PROJECT(S): Capacity for Implementation*

14a. List key staff that will be responsible for the project(s) and what role each of them will play, including their experience. You may also attach resumés. The Board will not guarantee that resumés are reviewed.

Name	Title/Role
Sheriff Chris Morris	Sheriff
Frankie McClendon	Under Sheriff
Julie Dajgett	Point of Contact / Manager

14b. Describe your current capacity to implement the proposed project(s), including any relevant experience with similar projects or programming. If you have documents demonstrating past achievements, you may provide or attach those. (350 words or less)

Our office has a very good relationship with our rural schools. We have worked with them in the past on different programs. Our office tries to get to every rural school during Red Ribbon Week. This program is very popular. We just do not have enough deputies to spare to this being a more productive program.

14c. Do you intend to hire new staff with the grant funds? If so, please describe additional staff needed to implement the proposed projects. (350 words or less)

Deputy for the drug education program with our rural schools and community events.

14d. Explain your political subdivision's plan for evaluating each project. How will you measure whether your project did or did not achieve the goals outlined in the Application? (350 words or less)

We will work closely with the schools, Juvenile Services, Department of Human Services, and Records management system. To evaluate how our program is working.

15. PROPOSED GRANT PROJECT(S): Evidence Base for Proposed Projects

15a. Is this project classified as evidence-based?

"Evidence-based" means that the project's approach emphasizes the practical application of findings of

the best available research related to the treatment of opioid-use disorders and the deterrence of opioid use.

Yes No

IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.

15b. Is this project classified as evidence-informed?
"Evidence-informed" means that the project's approach blends knowledge from the best available research, practice, and people experiencing the practice, as well as understanding the strengths and limitations of available research on opioid-use disorders and the deterrence of opioid use.

Yes No

IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.

15c. Has this project been certified or credentialed by a state or federal agency, or other nationally recognized and reputable organization or nonprofit?

Yes No

IF YES, ATTACH SUPPORTING INFORMATION TO THIS APPLICATION.

15d. Has this project received any awards or recognition? (350 words or less)

Yes No

If yes, please describe the award, including the award's title, organization awarding or recognizing the project, and year in which your subdivision received the award or recognition.

16. PROPOSED GRANT PROJECT(S): Community Partnership and Support*

16a. Describe current partnerships the entity has within the community to address opioid abatement and the proposed project(s). Please include the name of any potential or anticipated partners and a description of their role in supporting the grant projects. **ATTACH** any contracts or memoranda of understanding ("MOU") or agreement ("MOA"). If not fully executed, a draft or a narrative describing the scope of services may be provided in lieu of a contract, MOU, or MOA. (350 words or less)

Our office is short staffed and there are no funds available to hire a drug education deputy at this time or in the future. We currently try to educate our community by attending events, and participating in Red Ribbon Week at our schools. We also have a drop off box in our lobby from O.B.N. for drug to be properly dropped off and disposed of.

16b. Describe any existing community programs or services to prevent or treat opioid addiction and how these projects will compliment those efforts. (350 words or less)

Red Ribbon Week
Drug Take Back
Drug Drop Box Front lobby
Deputies at Community Events

16c. Please identify how you evaluated and assessed the needs in your political subdivision to identify and deploy the projects or abatement efforts you seeking to fund. (350 words or less)

Our community has had several Drug Overdose deaths. Families torn apart by addiction. Violent Crime involving the sell of drugs. Several people have lost loved ones to opioid addiction.

16d. How do the proposed projects or abatement efforts in this application

address the needs identified in 16c? (350 words or less)

16e. Specifically identify any organizations or entities that assisted you in determining what needs must be addressed. (350 words or less)

District Attorney
Juvenile Services
Department of Human Service
Our Rural Schools Faculty

16f. Has your political subdivision or public trust leveraged all other sources of funding (e.g., billing for billable services under an insurance plan, Medicare or Medicaid) available prior to applying for this grant? (350 words or less)

yes

16g. Will any grant award approved by the Board for your political subdivision or public trust serve as last-resort funding for the projects identified under section II, number 12?

yes

16h. Attach any letters of support, articles, or other items that may assist the Oklahoma Opioid Abatement Board in deciding whether to fund your project (OPTIONAL, but no more than three (3) total).


Section III. Additional Forms and Supporting Documents

1. Provide a copy of your subdivision's most recent financial reports, including the most recent audit if available.
2. Provide a signed or adopted resolution or equivalent governmental action authorizing this application and the projects identified above. This can include any of the following:
 - a. A resolution, as allowed by law, adopted through a publicly cast and recorded vote;
 - b. An ordinance, or its equivalent, approved through a publicly cast and recorded vote; or
 - c. An abatement plan or budget approved through a publicly cast and recorded vote.
3. **FOR PUBLIC TRUSTS ONLY:** please provide the most up-to-date version of your declaration of trust or trust indenture.

Section IV. Affirmation

I swear or affirm the following under the penalty of perjury:

1. I have reviewed the above and foregoing application,
2. The information provided is true, correct, and complete,
3. No part of the Application was completed or based, directly or indirectly, on the use of artificial intelligence.
4. I believe that information submitted is true, correct, and complete,
5. The information provided contains no material or intentional misstatement of facts,
6. The undersigned is authorized to submit this application, and
7. The City of/County of/School District/Public Trust has reviewed the Grant Award Contract and agrees to be bound by its terms.

SIGNATURE OF DESIGNATED REPRESENTATIVE	DATE
	2/14/2024

APPENDIX A - Purposes of Funding

OKLAHOMA OPIOID ABATEMENT GRANT 2024

PITTSBURG COUNTY SHERIFF'S OFFICE
APPENDIX A BUDGET OUTLINE

FUNDS FOR A DRUG EDUCATION DEPUTY AVERAGE SALARY WITH BENEFITS FOR 4 YEARS	\$220,000
EDUCATION SUPPLIES	\$20,000
THE SIDNE VEHICLE PACKAGE/DRUG EDUCATION TOOL	\$36,080
TRAILER TO PULL SIDNE VEHICLE	\$5,000
2024 FORD F150 TRUCK TO TRANSPORT TO TRANSPORT DRUG EDUCATION DEPUTY TO RURAL SCHOOLS AND COMMUNITY EVENTS	\$45,000
TOTAL:	\$326,080.00

FOREMOST PROMOTIONS

Foremost Promotions
 1270 Glen Avenue - Moorestown, NJ 08057
 Phone: 800-431-3473 Fax: 800-528-4366

QUOTATION

Quotation No : 24340
Quotation Date : 03/19/24
Quotation Valid Until : 4/18/24

Account Details		Shipping	
Pittsburg County Sheriff Accounts Payable 1210 N West St McAlester, OK 74501 USA		Pittsburg County Sheriff Default Ship To 1210 N West St McAlester, OK 74501	
Contact:	TeamDS@promotionsnow.com		
Sales Person	Dominique Higgins		
Account No :	214207		
Ship Method :	UPS Ground		

Please note: FREIGHT BREAKDOWN
 CLB475-\$60.86
 CLB465-\$60.86
 CB2015-\$64.84
 CLB931-\$63.14

Line #		Quantity	Unit Price	Total
1	Item Number: CLB475 Description: We Dont Need Drugs Coloring and Activity Book (2024)	500	0.62	310.00
2	Item Number: CLB465 Description: Be Smart Say No to Drugs Coloring and Activity Book (2024)	500	0.62	310.00
3	Item Number: CB2015 Description: Say No To Drugs Sticker & Coloring Activity Book (2024)	500	1.26	630.00
4	Item Number: CLB931 Description: Drug Free Is The Way For Me Coloring & Activity Book (2023)	500	0.72	360.00

Line #		Quantity	Unit Price	Total
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Please note: Due Date: 03/20

Emailed Art

CLB475
Product Color: As shown
Imprint Color: Black

Pittsburg County Sheriff's Office badge
text:Pittsburg County Sheriff's Office 1210 N. West St. McAlester, Ok. 74501 918-423-5858

CLB465
Product Color: As shown
Imprint Color: Black

Pittsburg County Sheriff's Office badge
text:Pittsburg County Sheriff's Office 1210 N. West St. McAlester, Ok. 74501 918-423-5858

CB2015
Product Color: As shown
Imprint Color: Black

Pittsburg County Sheriff's Office badge
text:Pittsburg County Sheriff's Office 1210 N. West St. McAlester, Ok. 74501 918-423-5858

CLB931
Product Color: As shown
Imprint Color: Black

Pittsburg County Sheriff's Office badge
text:Pittsburg County Sheriff's Office 1210 N. West St. McAlester, Ok. 74501 918-423-5858

Total Before Discount	\$1,610.00
Discount	0.00
Subtotal	\$1,610.00
Shipping	249.70
Tax	0.00
Total Order Value	\$1,859.70
Balance Due	\$1,859.70

Innocorp, Ltd. Quotation

Quote m7447
Quote Date Mar 19, 2024

To: Pittsburg County Sheriffs Office
Julie Padgett
1210 N. West Street
McAlester, OK 74501
USA

From: Jason Olson
Innocorp, Ltd.
PO Box 930064
Verona, WI 53593
Phone: (608)848-5571
Fax: (608)848-5558
E-Mail: jason.olson@fatalvision.com
Tax ID#: 39-1851710

Phone: (918)423-7152

Fax:

E-Mail: jpadgett@pittsburgsheriff.com

RE: Price quote for Innocorp products

Please include a copy of this quote with your order or reference the quote number.

m7447

Customer ID		Good Thru	Payment Terms	Sales Rep	
C0904		4/18/24	Net Due	0000 -SR	
Quantity	Item	Description	Unit Price	Extension	
1.00	OP PROGRAM G2	Fatal Vision® Opioid Program Kit - 2 Goggles	5,375.00	5,375.00	
1.00	BackPack	Fatal Vision Backpack			
2.00	tag op	Backpack Tag for Opioid Kits			
1.00	allpurposebag	All Purpose Drawstring Bag			
1.00	opwristweight	Opioid Goggle Wrist Weight Set			
1.00	oppuzzle	Get It 2gether Challenge			
1.00	opcourseguide	Opioid Goggle User Guide			
1.00	hrmOAO	Opioids Addict Overdose&Death			
1.00	Gdwipes	Germicidal Disposable Wipes			
2.00	CP	Fatal Vision® Opioid Goggle			
1.00	oppuzzle	Get It 2gether - The Opioid Challenge	325.00	325.00	
1.00	opwristweight	Opioid Goggle Wrist Weight Set	350.00	350.00	
1.00	SHIP	Shipping & Handling Via UPS Ground	200.00	200.00	
			Subtotal	6,250.00	
			Sales Tax		
			Total	6,250.00	

Innocorp, Ltd. extends a 30-day money back guarantee on any of our Fatal Vision® products if you are not totally satisfied. Allow two weeks to process and ship your order.

Innocorp, Ltd. Quotation

Quote m7448
Quote Date Mar 19, 2024

To: Pittsburg County Sheriffs Office
Julie Padgett
1210 N. West Street
McAlester, OK 74501
USA

From: Jason Olson
Innocorp, Ltd.
PO Box 930064
Verona, WI 53593
Phone: (608)848-5571
Fax: (608)848-5558
E-Mail: jason.olson@fatalvision.com
Tax ID#: 39-1851710

Phone: (918)423-7152

Fax:

E-Mail: jpadgett@pittsburgsheriff.com

RE: Price quote for Innocorp products

Please include a copy of this quote with your order or reference the quote number.

m7448

Customer ID		Good Thru	Payment Terms	Sales Rep	
C0904		4/18/24	Net Due	0000 -SR	
Quantity	Item	Description	Unit Price	Extension	
1.00	hrmDTB22	Everything You Need to Know About Drugs and the Teen Brain in 22 Minutes	139.95	139.95	
1.00	hrmTEENTRTH	Teen Truth: An Inside Look at Drug and Alcohol Abuse	139.95	139.95	
1.00	hrmDRUGDRI	Drugged Driving: The Road to Disaster	139.95	139.95	
1.00	hrmTEENSER	Dying High: Teens in the ER	139.95	139.95	
1.00	hrmHIJACKS	How Addiction Hijacks the Brain	149.95	149.95	
1.00	hrmEDOA	Emerging Drugs of Abuse	149.95	149.95	
1.00	hrmOPIOIDS	Opioids Epidemic: How I Became a Heroin Addict	149.95	149.95	
1.00	hrmOAOB	Opioids: Addiction, Overdose and Death	149.95	149.95	
1.00	hrmFENT	Fentanyl Update: The Deadliest Opioid is Killing Teens	149.95	149.95	
1.00	hrmOTCD	Abusing Over-the-Counter Drugs	139.95	139.95	
1.00	hrmOVERDOSE	The Overdose Epidemic: What Can Be Done to Stop It?	149.95	149.95	
1.00	SHIP	Shipping & Handling	68.00	68.00	
			Subtotal	1,667.45	
			Sales Tax		
			Total	1,667.45	

Innocorp, Ltd. extends a 30-day money back guarantee on any of our Fatal Vision® products if you are not totally satisfied. Allow two weeks to process and ship your order.

Innocorp Ltd.

03/19/2024

To: Julie Padgett
Pittsburg County Sheriff's Office
1210 N. West Street
McAlester, OK 74501

Phone: (918) 423-7152

Fax:

Email: jpadgett@pittsburgsheriff.com

From: Jason Olson
Innocorp, Ltd.
Phone: (800) 272-5023

Fax: (608) 848-5558

Email: jason.olson@fatalvision.com

RE: Price Quote and Proposal for Purchase of SIDNE® (Simulated Impaired DrivINg Experience)

Dear Julie Padgett:

Thank you for your interest in SIDNE® and requesting a SIDNE® quote. This quote package includes the following:

SIDNE® QUOTE AND PACKAGE DETAILS - The quote confirms pricing for your selected SIDNE® (s) package.

SIDNE® FREIGHT (Estimate) - This Freight Quote is only valid for 30 days. A final Freight Quote will be done prior to your ship date to verify charges. Freight will be prepaid and added to your invoice. If the above address is not correct, please notify us ASAP for a re-quote.

WARRANTY ACKNOWLEDGEMENT - You must sign, date, and return the SIDNE® Warranty Acknowledgement. This document shows your acceptance of the SIDNE® Warranty terms. Return a copy of the signed SIDNE® Warranty Acknowledgement by faxing to (608) 848-5558 or mailing to Innocorp, Ltd., PO Box 930064, Verona, WI 53593. *Return this document.*

SIDNE® OPERATION AND SAFETY TRAINING OVERVIEW - This document is for your information only and shows the training outline we use to teach the SIDNE® Operation and Safety Training Course. This document also explains the training options and related costs.

SIDNE® COURSE REQUIRMENTS - This is an overview of the facility and space requirements necessary to conduct an effective SIDNE® program.

If you have any questions regarding this quote, please call me at 800-272-5023 or my direct line at (608)848-5571.

Creating New Perspectives To Promote Healthy Choices™

Phone: 800-272-5023 | 608-845-5558 | Fax: 608-848-5558 | P.O. Box 930064 | Verona, WI 53593-0064 | fatalvision.com

SIDNE® OPERATION AND SAFETY TRAINING OVERVIEW

SIDNE® Operation & Safety Training	Descriptions
Training (See Course Agenda Outline below)	Training includes all aspects covered in the overview. Attendance is limited to 4 persons per SIDNE vehicle purchased. Pricing includes the training cost and our travel expenses. Consecutive training days may be added at a reduced rate.

COURSE AGENDA:

4-6 Hours per class

1. Introduction
2. Loading/Unloading SIDNE®
3. SIDNE® Features
4. Program Guide
5. Course Set-Up
6. Instructor Training
7. Emergency Procedures/Scenarios
8. Maintenance/Troubleshooting
9. Practice Session
10. Summary/Closing

Innocorp, Ltd must be notified three (3) weeks in advance of your proposed training date(s) to allow for ample time to schedule for the travel itinerary.

SIDNE® QUOTE 1

The following price quote and proposal is based upon the following:

- The purchase of the below listed items with delivery to: Pittsburg County Sheriff's Office, 1210 N. West Street, McAlester, OK 74501.
 - A physical street address with a delivery dock is required for the off-load of SIDNE® at the customer's address.
- A \$2,500.00 deposit, purchase order, or payment in full per SIDNE® vehicle is required prior to initializing production. A deposit can be made by credit card or check. This deposit is applicable toward your final invoice or refundable upon your written notice of order cancellation. Upon receiving the deposit, Innocorp, Ltd. will schedule the production of your SIDNE® and give you an estimated delivery date.
- Payment in full or a purchase order for the full amount upon completion of credit approval is required prior to shipment.
- Payment is due in full upon receipt.
- **This price quote expires 04/19/2024**
- Allow up to 8 weeks ARO for delivery.

SIDNE®	Qty.	Total Extended Price
SIDNE® Version 7.1 Ultimate Package (Price includes operation and safety training at your location)	1	\$33,545.00
Estimated Freight and Handling Quote valid for 30 days; Actual charges will be determined within 30 days of delivery and added to your invoice	1	\$2,535.00
TOTAL		\$36,080.00
Consider Adding an Extended Warranty to your purchase. The Extended Warranty is available only at time of purchase and includes an additional coverage of 12 months or 300 hours of use added to the original warranty. To order the extended warranty, call your Innocorp, Ltd representative for further details.		\$1,600.00
Consider Adding a Second Extended Warranty to your purchase. The Second Extended Warranty is available only at time of purchase and includes an additional coverage of 12 months or 300 hours of use added to the extended warranty, totaling 30 months or 750 hours of run time. To order the second extended warranty, call your Innocorp, Ltd representative for further details.		\$3,200.00

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF SALE ATTACHED. ACCEPTANCE OF BUYER'S ORDER IS CONDITIONAL UPON THE BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. ANY PROVISION OF ANY OTHER FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS AND CONDITIONS OF SALE WILL NOT CONSTITUTE A PART OF THE CONTRACT OF SALE AND IS OF NO EFFECT. UNLESS OTHERWISE SPECIFIED ABOVE, ALL QUOTATIONS EXPIRE AUTOMATICALLY, WITHOUT NOTICE, THIRTY (30) DAYS AFTER THE DATE ISSUED. ANY ORDER SUBMITTED UNDER THIS QUOTATION WILL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED IN WRITING BY INNOCORP, LTD. AT ITS HOME OFFICE.

Please note: All freight carriers are solely responsible for delivering their shipment and are not responsible for opening the crate. The driver can help move the crate out of the truck and move to storage. To make the delivery of SIDNE as efficient and timely as possible, Innocorp needs to know in advance of any special assistance you may need to get SIDNE® off the truck and moved to storage. If freight carrier has to make a re-delivery, there may be additional charges which will be invoiced to the customer. If additional delivery services are necessary at the time of delivery, the freight carrier will invoice Innocorp for these additional delivery services which may incur additional freight charges and invoiced to the customer.

**Innocorp, Ltd.
P.O. Box 930064
Verona, WI 53593-0064**

1.800.272.5023

ACCEPTANCE:

The undersigned Buyer hereby accepts this Quotation and the attached Terms and Conditions and agrees to be bound thereto.

BUYER

By: _____
Signature of Buyer Representative

Title

Date

ACCEPTANCE:

The undersigned Innocorp, Ltd. hereby accepts this Quotation and the attached Terms and Conditions and agrees to be bound thereto.

INNOCORP, LTD.

By: _____

Date

SIDNE® COURSE REQUIREMENTS

REQUIREMENTS	NOT ACCEPTABLE	POSSIBLE COURSE SITES
<ul style="list-style-type: none"> • Area <i>recommended</i> is 100 ft x 130 ft. Courses can be revised to operate SIDNE® in smaller areas – call for details. • Area must be a hard surface such as concrete, asphalt or gym floors • Area must be free from landscaping, parking barriers, light poles, telephone poles, and parked cars. • Area must be a flat level surface • Area must be free from deep puddles or snow and program run in dry weather conditions • SIDNE® may be used indoors provided the facility meets the requirements listed above. 	<p>SIDNE® CANNOT Operate on the following surfaces:</p> <ul style="list-style-type: none"> • Grass • Gravel • Astroturf • Rubber • Carpet 	<p>Successful SIDNE® Course Sites include but are not limited to the following:</p> <ul style="list-style-type: none"> • School parking lots • Local mall or shopping center parking lots • Airplane hangars • Gymnasiums • Basketball and Tennis Courts • Storage Warehouse

Please see the above information regarding the requirements for a SIDNE® program. For more information, contact the SIDNE® Program Manager at (800) 722-2222.

WARRANTY AND ACKNOWLEDGEMENT

INNOCORP, LTD.

LIMITED WARRANTY FOR SIDNE® VEHICLE SERIAL # _____

Innocorp, Ltd. (the "Company") warrants to the original purchaser that the Company's SIDNE® battery-powered vehicle (the "Vehicle") will be free from defects in material and workmanship for a period of six (6) months following the date of delivery, or 150 hours of use, as determined by SINDE's meter on the LCD panel, whichever occurs first. The Company will, at its option, repair or replace any part or component covered by this limited warranty which, following examination by the Company or its authorized representatives, is found to be defective under normal use and service. The Company's replacement parts and components will be warranted for 30 days from the date of purchase, or the remainder of the original equipment warranty period, whichever is longer, and may be new or remanufactured parts. No claim under this warranty will be valid unless the Company is notified in writing of the warranty claim prior to the expiration of the warranty period. This warranty is not transferable.

This warranty does not apply to Vehicles or parts or components thereof which the Company determines in its sole discretion to have been subjected to accident, improper storage, extremes of temperature, misuse or abuse (including but not limited to damage caused by operator error such as impacting objects that bend the Vehicle's frame and over-speeding the engine), unauthorized modifications, or which have been repaired with parts or components which are not of a quality equivalent to those provided by the Company, or to normal wear and tear of Vehicles or parts or components thereof. IN ADDITION, THIS WARRANTY SHALL BE VOID IF THE CUSTOMER FAILS TO FOLLOW THE COMPANY'S WRITTEN ISNTRUCTIONS OR INSTRUCTIONS PROVIDED IN THE "SIDNE SAFETY TRAINING VIDEO" REGARDING SET-UP, OPERATING AND/OR MAINTENANCE OF THE VEHICLE, including without limitation failure to lubricate components as directed, maintain appropriate tire pressure or adequately inspect and maintain brake pads and bands. It is the customer's responsibility to keep adequate records to show that the Vehicle has been properly maintained. THIS WARRANTY IS VOID WITH RESPECT TO ANY SEALED PARTS OR COMPONENTS IF THE SEAL IS BROKEN.

This warranty does not cover batteries, tires, brake pads, or cosmetic accessories (such as foam covers). However, the Company warrants such items to the extent of any warranty extended to the Company by the suppliers of such items. This warranty also does not cover scratches, nicks, dents, fading paint or trim, seats, backrest, seat spacer, or normal corrosion. This warranty does not cover damage caused by the customer in the course of repair or replacement of any parts or components.

The Company's obligation under this warranty is limited to repairing or replacing, free of charge to the original purchaser, any part or component that does not conform to this limited warranty; however, the customer shall be responsible, at the customer's expense, for the installation of any replacement part or component provided by the Company pursuant to this warranty. Prior to returning any part or component, customer must obtain a return authorization from the Company and must issue a purchase order covering the replacement part or component. The Company will then ship the replacement part or component to customer, ground freight prepaid, and shall prepay return freight. Expedited shipping shall be at customer's sole expense. In order to receive credit against the invoice for the replacement part or component, the customer shall return to the Company (or such other destination as it shall designate) the defective part or component within thirty (30) days from the date of discovery of the defect. If the part or component is verified to be defective, the invoice price of the replacement for the defective part or component will be credited to customer or the invoice will be cancelled.

The foregoing warranty is the sole warranty provided, whether implied or express. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (including without limitation injury or damages of any kind or nature to person or property, loss of profit or use, or labor or rental costs) ARISING FROM THE SALE OR USE OF THE VEHICLES OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY THE COMPANY. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO THE CUSTOMER EXCEED THE PURCHASE PRICE OF THE VEHICLES(S).

Neither this warranty nor the exclusions, limitations and reservations contained herein may be modified or enlarged, except in writing signed by a duly authorized officer of the Company.

No terms contained in any existing or future proposals, quotations, purchase orders, confirmations, acknowledgments, acceptances, invoices or similar documents used by the Company and/or the customer to facilitate the purchase and sale of the Vehicles shall apply to the extent that they conflict with the terms of this limited warranty or the exclusions, limitations or reservations contained herein.

For warranty service contact Innocorp, Ltd. at the following address or phone number shown below. At the time of requesting warranty service, evidence of original purchase date may be required.

Please return to Innocorp, Ltd. via fax at 608-848-5558 or by mail: Innocorp, Ltd., P.O. Box 930064, Verona, WI 53593

Innocorp, Ltd.
P.O. Box 930064
Verona, WI 53593-0064

1.800.272.5023

**THIS WARRANTY IS NOT VALID UNLESS IT IS SIGNED BY THE CUSTOMER
BELOW AND RETURNED TO INNOCORP, LTD.**

.....

CUSTOMER ACKNOWLEDGEMENT

The undersigned customer acknowledges the above warranty and accepts its terms.

Name of Customer: _____

By: _____

(Print Name of authorized representative of Customer)

(Signature of authorized representative of Customer)

Title: _____

Date: _____

Please read these terms and conditions carefully. They materially affect the parties' obligations. Innocorp, Ltd. ("Seller") will accept orders and do business only on the terms and conditions on this form.

TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** This document contains all of the terms and conditions of the agreement between Seller and the buyer ("Buyer") of the goods and any related services (collectively, "Products") to be sold to Buyer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein, and Buyer, upon placing an order, is presumed to have accepted all the terms and conditions without modification. No alteration, waiver, modification of or addition to the terms and conditions herein shall be binding on Seller unless set forth in writing and specifically agreed to by an officer of Seller. No course of dealing, usage of trade or course of performance will be relevant to supplement or explain any terms used in this agreement.
2. **SHIPMENT.** Shipment is FOB Seller's plant or other place of manufacture, unless otherwise specified. The risk of loss or damage to the Products passes to Buyer upon shipment.
3. **DELIVERY.** Seller will make every effort to fill orders within the time stated, but the stated delivery date is approximate only, and Seller reserves the right to readjust shipment schedules without liability. Acceptance by Buyer of the Products waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. If shipment is delayed or suspended by Buyer, Buyer will pay the invoice price for the Products as per payment terms, together with Seller's handling and storage charges then in effect, if any.
4. **CANCELLATION.** Buyer may not cancel orders placed with Seller, except with Seller's written consent. If Seller consents in its sole discretion, Buyer shall indemnify Seller against loss, including loss from commitments to third parties.
5. **PAYMENT TERMS; TAXES.** Unless otherwise specified, payment terms are net due upon receipt, no cash discount, with eighteen percent (18%) per annum finance charge on overdue amounts (but not to exceed the maximum contract rate permitted by law). However, Seller may in its discretion, depending on Buyer's creditworthiness, require cash in advance or other security for payment. Buyer shall pay all present and future sales, excise, privilege, use or other taxes, customs duties, and all other fees or other costs, imposed by any federal, state, foreign, or local authorities arising from the sale, purchase, transportation, delivery, storage, use or consumption of the Products or will, if applicable, provide Seller with an appropriate exemption certificate.
6. **RETURN POLICY.** SIDNE may be returned within 30 days of the delivery date and only with 10 or fewer hours on SIDNE's meter and no damage to SIDNE (normal wear is acceptable). Customer is responsible for return freight charges. Upon receipt, inspection, and acceptance of SIDNE, Innocorp will refund the purchase price less a 20% restocking fee and less the original delivery freight charges. Innocorp, Ltd. reserves the right to refuse the return of SIDNE and to make changes to our return policy at any time.
7. **WARRANTY.** Seller warrants to the original purchaser that the Products will be free from manufacture defects for a period of six (6) months following the date of delivery, or, in the case of Seller's battery operated carts, for 150 hours of use, if earlier. Seller will, at its option, repair or replace any part or component covered by this limited warranty which, following examination by Seller or its authorized representatives, is found to be defective under normal use and service. Seller's replacement parts and components will be warranted for 30 days from the date of purchase, or the remainder of the original equipment warranty period, whichever is longer. No claim under this warranty will be valid unless Seller is notified in writing of the warranty claim prior to the expiration of the warranty period. This warranty is not transferable. This warranty does not apply to Products or parts or components thereof which have been subjected to normal wear and tear, accident, misuse, abuse or unauthorized modifications, or which have been repaired with parts or components which are not of a quality equivalent to those provided by Seller. IN ADDITION, THE FAILURE OF BUYER TO FOLLOW SELLER'S WRITTEN INSTRUCTIONS REGARDING THE SET-UP, OPERATION AND/OR MAINTENANCE OF THE PRODUCTS VOIDS THIS WARRANTY. It is Buyer's responsibility to keep adequate records to show that the Products have been properly maintained. This warranty does not cover batteries, tires, brake pads, or cosmetic accessories (such as foam covers). However, that Seller warrants such items to the extent of any warranty extended to Seller by the suppliers of such items. This warranty also does not cover scratches, nicks, dents, fading paint or trim or normal corrosion. Seller's obligation under this warranty is limited to repairing or replacing, free of charge to the original purchaser, any part or component that does not conform to this limited warranty. Such obligation shall be conditioned on the customer returning to Seller (or such other destination as it shall designate) the defective part or component within thirty (30) days from the date of discovery of the defect, with transportation charges prepaid. If the part or component is verified to be defective, such transportation charges incurred by the customer to return the defective part or component will be credited or refunded to customer, and Seller will pay the freight costs to ship to the customer any replacement parts or components. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither this warranty nor the exclusions, limitations and reservations contained herein may be modified or enlarged, except in writing signed by a duly authorized officer of Seller.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (including without limitation injury or damages of any kind or nature to person or property, loss of profit or use, or labor or rental costs) ARISING FROM THE SALE OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER. IN NO EVENT SHALL SELLER'S LIABILITY TO THE CUSTOMER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.
9. **PRICE CHANGES.** If Buyer alters the quantities of scheduled shipments or shortens or extends the shipping schedule, Seller reserves the right to revise prices on any unshipped balance of Buyer's order by giving Buyer prompt written notice of the revision in price. The revision will be effective upon notice to the Buyer unless Buyer by written notice refuses such price revision within ten (10) days of receipt of notice of revision. If Buyer refuses Seller's price revision, Seller shall have the option of canceling that portion of Buyer's order to which the price revision is applicable, or of completing Buyer's order at the original price quoted for the order.
10. **SHORTAGES; DAMAGE OR LOSS IN TRANSIT.** No shortage in the Products shipped by Seller to Buyer shall entitle Buyer to withhold payment for those Products which are received by Buyer or to rescind any remaining installments of Products. Seller shall have no liability to Buyer for shortage, loss or damage occurring after the Products are delivered by Seller to the freight carrier, and any claim by Buyer with respect thereto shall be made directly to such freight carrier. Any claim by Buyer that a shortage has occurred in the Products shipped by Seller to Buyer shall be given within seven (7) days following the date of receipt by Buyer of the Products. The failure of Buyer to give such notice shall result in a waiver of all claims which Buyer may otherwise have against Seller for the shortage.
11. **SPECIFICATIONS.** Seller may, at its option, make changes in the design, arrangement or components of the Products to improve the safety of the Products or if, in Seller's judgment, such changes will be beneficial to the operation of the Products.
12. **DESCRIPTIONS.** All weights, measurements, dimensions, drawings, capacities, specifications and other particulars of the Products provided by Seller, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Buyer's guidance. Such particulars do not form part of the contract, and deviations there from or subsequent changes in design are not grounds for non-acceptance of the Products and do not constitute a breach of this agreement.
13. **INFRINGEMENT.** Seller at its own expense will defend and hold Buyer harmless from and against all damages, costs and expenses arising from any valid claim of infringement by a third party with respect to any patent or other intellectual property rights (collectively, the "Intellectual Property Rights") caused by Products originally manufactured by Seller, provided Buyer (i) has not modified such Products, (ii) gives Seller immediate notice in writing of any claim or commencement or threat of suit, and (iii) permits Seller to defend or settle the same, and gives all immediate information, assistance and authority to enable Seller to do so. In the event any such originally manufactured Products are held to infringe an Intellectual Property Right and if Buyer's use thereof is enjoined, Seller will, at its expense and option: (i) obtain for Buyer the right to continue using the Products, (ii) supply non-infringing Products, (iii) modify the Products so that they become non-infringing, or (iv) refund the then market value of such Products. In no event shall Seller's liability exceed the sale price of the infringing Products. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. Notwithstanding the foregoing, Seller shall have no liability as to any Products or parts thereof that are manufactured or modified by Buyer or a third party, or that are manufactured or modified by Seller in accordance with Buyer's specifications. Buyer will defend and hold Seller harmless from and against all damages costs and expenses whatsoever arising from any claim for infringement of any Intellectual Property Rights relating to Products that have been manufactured or modified by Seller according to specifications provided by Buyer.
14. **LOSS, DAMAGE OR DELAY.** Seller will not be liable for loss, damage or delay resulting from causes beyond its reasonable control, including, without limitation, strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or Buyer, insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, cargo or material shortages, delays in transportation, lack of production capacity or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by Seller under this agreement cannot be accomplished by Seller due to any action of governmental agencies, or any laws, rules or regulations, Seller may, at its option, cancel this agreement without liability.
15. **GENERAL.** (a) No modification or waiver of this agreement or any of its provisions is valid unless expressly agreed to by Seller in writing; (b) no waiver by Seller of any default under this agreement is a waiver of any other or subsequent default; (c) the unenforceability or invalidity of one or more of the provisions of this agreement will not affect the enforceability or validity of any other provision of this agreement; (d) Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent and any attempted assignment without such consent, even if by operation of law, will be void; and (e) the contract between Buyer and Seller is governed by and shall be construed in accordance with the laws of the State of Wisconsin, including the Uniform Commercial Code as enacted by such state, without giving effect to its conflict of laws principles.



CROWDER PUBLIC SCHOOL

Bond & E. Street
PO Box B
Crowder, OK 74430

Robert Florenzano
Superintendent
(918) 334-3203

High School
(918) 334-3204

Anna Killchrew
Elementary Principal
(918) 334-3205

Fax
(918) 334-3295



As students across the country are attending school, teachers, counselors and administration have the opportunity to put young people on the path to success. Education is a driver of opportunity and can play an important role not only in allowing students to meet their potential but preventing young people from heading down the wrong path. One-way educational institutions can help is by intentionally creating campus cultures that engage students academically and socially and that foster norms that discourage the use of drugs. Second, schools can help by training teachers, administrators, counselors, coaches, and nurses to look for signs that students are misusing drugs. If school personnel suspect that students are misusing drugs, they should be aware of where students and their families can access counseling, substance use treatment, and recovery support services. Third, schools can help prevent the misuse of opioid pain relievers and other drugs by educating students about the risks of substance use disorders and alternative ways to treat or control pain.

Moreover, schools can help combat the opioid crisis and overdose epidemic by supporting primary drug prevention programs, offering counseling and mental health support to students in need. Some of these resources are made available through local law enforcement agencies, such as the Pittsburg County Sheriff's Department in McAlester, Oklahoma. Receiving a grant or any funds would allow the law enforcement agency provide the necessary resources to the school and students of Pittsburg County, Oklahoma. Having the resources available to hire a law enforcement officer whose sole purpose of his job is to provide the necessary tools schools would be very useful. As a superintendent being able to have the officer and tools available to me would benefit my staff and students tremendously. I support Sheriff Chris Morris and the Pittsburg County Sheriff's Department in seeking out the monetary resources needed to provide educational and supportive programs such as Red Ribbon Week and other programs.

Robert Florenzano

Superintendent / Crowder Public School

Haywood Public School

11461 West State Highway 31
McAlester, OK 74501

Chris Morris
Pittsburg County Sherriff
McAlester, OK 74501

November 2, 2023

Dear Mr. Morris:

On behalf of the faculty and staff of Haywood School I want thank you for allowing the DARE officers to present at our school as part of this years Red Ribbon Week activities. The students thought the program was awesome.

It is always great when we get law enforcement to interact with students and when they captivate them like they did, it makes an amazing impression. The students were truly amazed at the capabilities of the drone and what the officers were able to have do. They have continued to talk about it for days after the presentation. Our science teacher changed her lesson plans to explore drones and their applications and the students ate it up.

Thank you again, and I hope that you will continue to allow your deputies to come to our school and work with our students.



Bud Rattan
Superintendent, HPS

BUD RATTAN, Superintendent
918-423-6265 OFFICE
918-423-8063 FAX

"Home of The Bombers"

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 OWNER NAME: ONE Gas, Inc./Oklahoma Natural Gas

CONTACT: Robin Wall EMAIL: robin.wall@onegas.com

ADDRESS: 5845 E 15th St PHONE: (800) 458-4251

CITY: Tulsa STATE: OK ZIP CODE: 74112

CONSTRUCTION COMPANY NAME: B&H Construction

CONTACT: _____ EMAIL: _____

ADDRESS: 301 James Dean Dr. PHONE: (405) 288-2412

CITY: Norman STATE: OK ZIP CODE: 73072

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Boring
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			Road	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a 4-1/2" natural gas pipeline along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using natural gas.

LOCATION

Beginning at 35.187399, -95.630933 and Cross freeway route Gaines Creek Road
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 1.07 mi E & 1.03 mi N of US 69 and SH 113 and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

35.187301, -95.630939 Embraced in Section 9 Township 8N Range 16E
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE <u>4-1/2"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>D2513 PE3408</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>.409"</u>	TYPE OF STRUCTURE _____
CONTENTS <u>Natural gas</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>1600#</u>	
MAX. OPERATING PRESSURE <u>60#</u>	
WORKING PRESSURE <u>30#</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GUAGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING
 SIZE N/A ALLOY/MATERIAL N/A WALL THICKNESS N/A

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does Does Not

fall within any floodplain.

Tawanna Cathey
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: RKW

2. Application for road crossing must be submitted **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.

Initial: RKW

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: RKW

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: RKW

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: RKW

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: RKW

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: RKW

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: RKW

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: RKW

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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.

Initial: RKW

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: RKW

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: RKW

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: RKW

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: RKW

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: RKW

16. Any pipe or tin horns 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: RKW

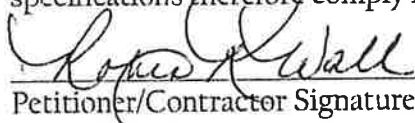
FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore – Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.


Petitioner/Contractor Signature

3/19/2024
Date

Senior ROW/Permitting Agent
Title

(405) 812-8436
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1st day of April, 20 24.

Pittsburg County District # 1

Company Check# 021-06900 Date of Check 3/25/24 Amount of Check 1000.00

COMMISSIONERS COMMENTS/CHANGES:

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

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

PITTSBURG COUNTY



SE/4 OF SECTION 5
T8N, R16E

SW/4 OF SECTION 4
T8N, R16E

R/W R/W

N4150 RD.

E.W. SECTION LINE

E. 1260

NE/4 OF SECTION 8
T8N, R16E

NW/4 OF SECTION 9
T8N, R16E

4'

348'

PROPOSED CROSSING

GAINES CREEK RD.

60'

N.S. SECTION LINE

PROPOSED CROSSING

R 16 E



T 8 N



SCALE: NONE

LOCATION PLAT

EXIST. 4" GAS PIPELINE

CROSSING

- * 4 1/2" OD ASTM D2513 PE3408 2.3# .409" WT H.D. PIPE INSIDE R/W (100# MFG MAOP)
- 4 1/2" OD ASTM D2513 PE2406 2.17# .391" WT PLASTIC PIPE OUTSIDE R/W (60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE
48" MIN BELOW DRAINAGE DITCH
- * 1600# MFG MIN TEST PRESSURE
100# ONG MIN TEST PRESSURE
30# NORMAL W.P.
60# MAX W.P.

1.07 MILES EAST AND 1.03
MILES NORTH OF JUNCTION OF
US HWY 69 AND ST HWY 113

HWY 69-N4150

OKLAHOMA NATURAL GAS COMPANY

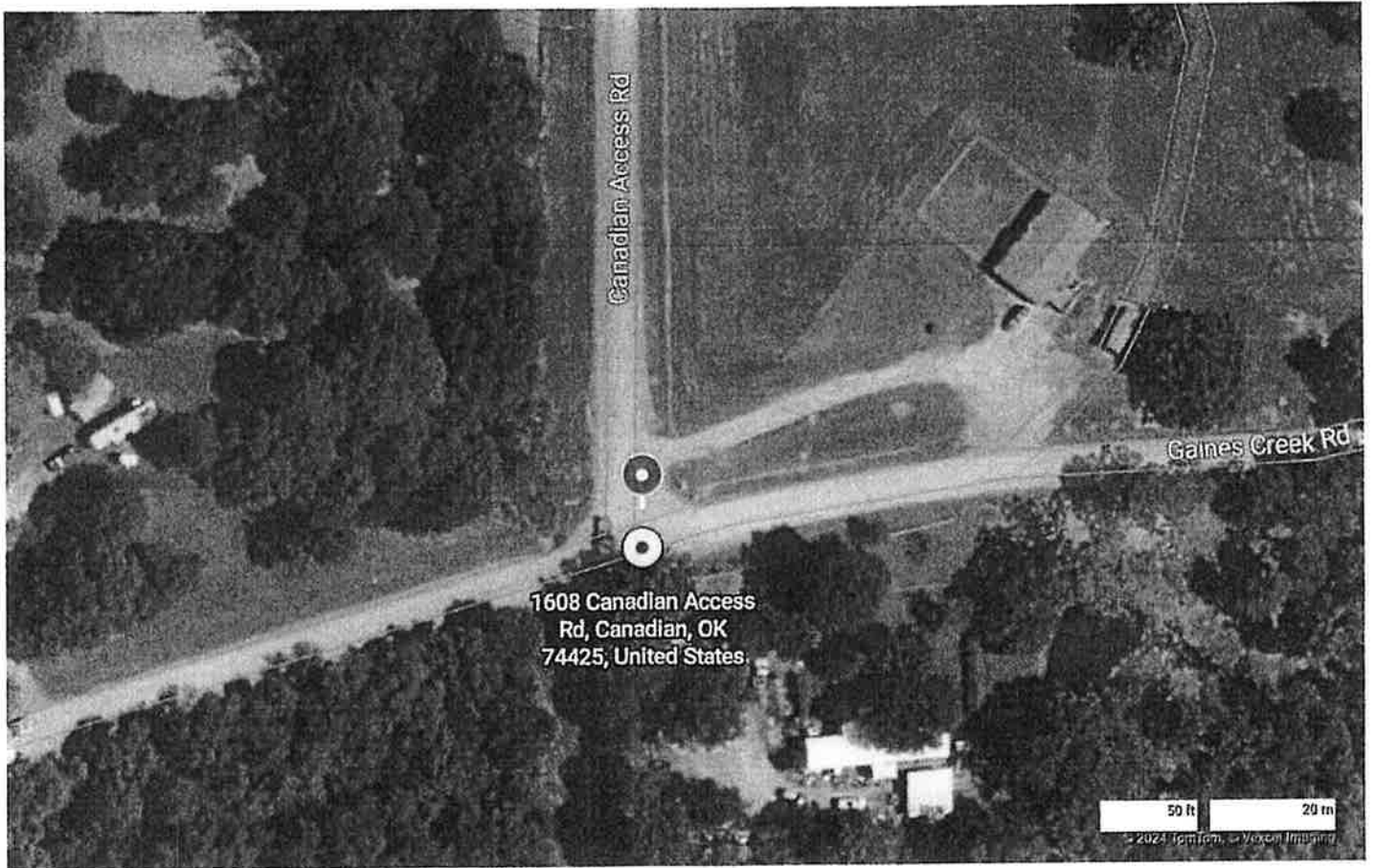
CANADIAN DISTRIBUTION

PROPOSED 4" GAS PIPE LINE
CROSSING
GAINES CREEK RD.

DESIGNED -	SURVEY -	DATE 3-18-2024
DRAWN K.E.R.	J.O. 021.054.2980.011076	SCALE NONE
CHECKED C.E.	R/W -	SHEET 1
FILE	DWG. 2980-32-24CP	OF 1

1608 Canadian Access Rd, Canadian, OK 74425, United States

Proposed crossing between pins of Gaines Creek Road with 4-1/2" natural gas pipeline.



PERMIT# 24-013

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 OWNER NAME: Trinity Operating (USG), LLC

CONTACT: Richard Sonaggeen EMAIL: rsonaggeen@yahoo.com

ADDRESS: 24 E. Choctaw Ave. PHONE: 918-917-0192

CITY: McAlister STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: Agua Hawk

CONTACT: Kevin Carr EMAIL: kcarr@aguahawkenergy.com

ADDRESS: 38695 Forest H. U Rd. PHONE: _____

CITY: Atoka STATE: OK ZIP CODE: 74525

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input checked="" type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Sewer				
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Temp water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using water.

LOCATION
Beginning at 34.8115 and Crossing freeway route 6152 Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately .02 miles west of E 152 Rd & N 391 Rd. and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.81120
-96.04025 Embraced in Section 16 Township 4N Range 12E
GPS Location (in decimals)

Crescent Pad

PIPELINES	ELECTRIC
SIZE <u>10"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>lay Flat</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>1/4"</u>	TYPE OF STRUCTURE _____
CONTENTS <u>water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>350 PSI</u>	
MAX. OPERATING PRESSURE <u>250 PSI</u>	
WORKING PRESSURE <u>150 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GUAGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING

SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathey
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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JF

2. Application for road crossing must be submitted **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.

Initial: JF

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: JF

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: JF

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: JF

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: JF

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: JF

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: JF

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: JF

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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.

Initial: JF

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: JF

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: JF

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: JF

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: JF

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: JF

16. Any pipe or tin horns 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: JF

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Justin Few
Petitioner/Contractor Signature

3/25/24
Date

Agent
Title

918-470-8806
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1 day of April, 20 24.

Pittsburg County District # 2

Company Check# 1399 Date of Check 3/25/24 Amount of Check 1500.00

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

PERMIT# 24-014

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 OWNER NAME: Trinity Operating (USG), LLC

CONTACT: Richard Sonaggeen EMAIL: rsonaggeen@yahoo.com

ADDRESS: 24 E. Choctaw Ave. PHONE: 918-917-0192

CITY: McAlister STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: AQUA HAWK

CONTACT: Kevin CARR EMAIL: KCARR@AQUAHAWKENERGY.COM

ADDRESS: 38695 Forest H. U Rd. PHONE: _____

CITY: Atoka STATE: OK ZIP CODE: 74525

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input checked="" type="checkbox"/> Oil/Gas Service	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			Road	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer			<input type="checkbox"/> Other	<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Temp water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using water.

Beginning at 34.79670 and crossing freeway route E 153 Rd
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately .21 miles East of E 153 Rd. & N 391 Rd and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.79662
- 96.03604 Embraced in Section 27 Township 4N Range 12E
GPS Location (in decimals)

Crescent Pad

PIPELINES	ELECTRIC
SIZE <u>10"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>lay flat</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>1/4"</u>	TYPE OF STRUCTURE _____
CONTENTS <u>water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>350 PSI</u>	
MAX. OPERATING PRESSURE <u>250 PSI</u>	
WORKING PRESSURE <u>150 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GUAGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathey
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JF

2. Application for road crossing must be submitted *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.

Initial: JF

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

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4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

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5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

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6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: JF

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: JF

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

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9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: JF

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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.

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Initial: JF

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: JF

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

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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: JF

16. Any pipe or tin horns 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: JF

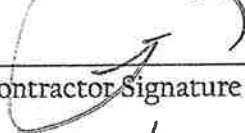
FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
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NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.



 Petitioner/Contractor Signature

 Agent
 Title

 Date

 918-470-8806
 Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1 day of April, 20 24.

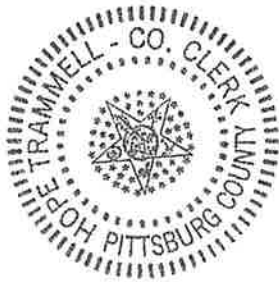
Pittsburg County District # 2

Company Check# 1399 Date of Check 3/25/24 Amount of Check 1500.00

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

PERMIT# 24-015

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 OWNER NAME: Trinity Operating (USG), LLC

CONTACT: Richard Sonaggeer EMAIL: rsonaggeer@yahoo.com

ADDRESS: 24 E. Choctaw Ave. PHONE: 918-917-0192

CITY: McAlister STATE: OK ZIP CODE: 74501

CONSTRUCTION COMPANY NAME: Agua Hawk

CONTACT: Kevin Carr EMAIL: kcarr@aguahawkenergy.com

ADDRESS: 38695 Forest H. U Rd. PHONE: _____

CITY: Atoka STATE: OK ZIP CODE: 74525

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Temporary Line	<input checked="" type="checkbox"/> Fresh Water	<input type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> In/Through existing culvert
<input checked="" type="checkbox"/> Water			<input checked="" type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input type="checkbox"/> Other:
<input type="checkbox"/> Other				

This permit is to erect, construct and maintain a Temp water line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using water.

Beginning at 34.80531 LOCATION
-96.03985 and crossing freeway route N 391 Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately .8 miles North of N 391 Rd & E 153 Rd and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.80877
-96.03992 Embraced in Section 22 Township 4N Range 12E
GPS Location (in decimals)

Crescent Pad

PIPELINES	ELECTRIC
SIZE <u>10"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>lag Flat</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>1/4"</u>	TYPE OF STRUCTURE _____
CONTENTS <u>water</u>	RULING SPAN _____
MFG. TEST PRESSURE <u>350 PSI</u>	
MAX. OPERATING PRESSURE <u>250 PSI</u>	
WORKING PRESSURE <u>150 PSI</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GUAGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does Does Not

fall within any floodplain.

Tawanna Cathey
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: JF

2. Application for road crossing must be submitted **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.

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Initial: JF

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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: JF

16. Any pipe or tin horns 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: JF

FEE SCHEDULE
(Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Justin Few
Petitioner/Contractor Signature

3/25/24
Date

Agent
Title

918-470-8806
Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1 day of April, 20 24.

Pittsburg County District # 2

Company Check# 1399 Date of Check 3/25/24 Amount of Check \$1500.00

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

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 OWNER NAME: Cherokee Telephone Company

CONTACT: Kevin Tuttle EMAIL: ktuttle@cherokeecomm.net

ADDRESS: 403 N. Service Rd. PHONE: 580-434-5375

CITY: Calera STATE: OK ZIP CODE: 74730

CONSTRUCTION COMPANY NAME: Cherokee Telephone Company

CONTACT: Kevin Tuttle EMAIL: ktuttle@cherokeecomm.net

ADDRESS: 403 N Service Rd PHONE: 580-434-5375

CITY: Calera STATE: OK ZIP CODE: 74730

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input type="checkbox"/> Cross Bridge
<input type="checkbox"/> Sewer				<input checked="" type="checkbox"/> Other: <u>aerial ADSS fiber</u>
<input checked="" type="checkbox"/> Other <u>fiber optic line</u>				

This permit is to erect, construct and maintain a fiber optic data line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using high speed data.

LOCATION

Beginning at 34.968148 -95.895216 and parallel freeway route E1412 Rd/Pine Tree Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 1.88 miles north of HWY 270/Pyle Mountain Rd. and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.967522 -95.878023 Embraced in Section 25 Township 6N Range 13E.
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____ CONTENTS _____ MFG. TEST PRESSURE _____ MAX. OPERATING PRESSURE _____ WORKING PRESSURE _____	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS 12 _____ GAUGE 0.017 _____ CABLE TYPE ADSS fiber _____	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathey
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: KT

2. Application for road crossing must be submitted *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.

Initial: KT

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: KT

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: KT

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: KT

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: KT

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: KT

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: KT

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: KT

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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.

Initial: KT

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: KT

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: KT

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: KT

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: KT

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: KT

16. Any pipe or tin horns 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: KT

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1st day of April, 20 24.

Pittsburg County District # 3

Company Check# _____ Date of Check N/C Amount of Check _____

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

CLEVELAND TELEPHONE COMPANY
CHICAGO IL 60610

ATLANTIC TOWER PROJECT

MARCH - APRIL 2024

FIBER TYPE: ADSS 24 COUNT
NON-LASH

KNOTTLE

SEC. 25
T-6-N
R-13-E

SEC. 30
T-6-N
R-14-E

START
-95-845216

END
-95-818023

Pyle Mountain
100 m

PYLE MOUNTAIN CO.
ELECTRIC POLES

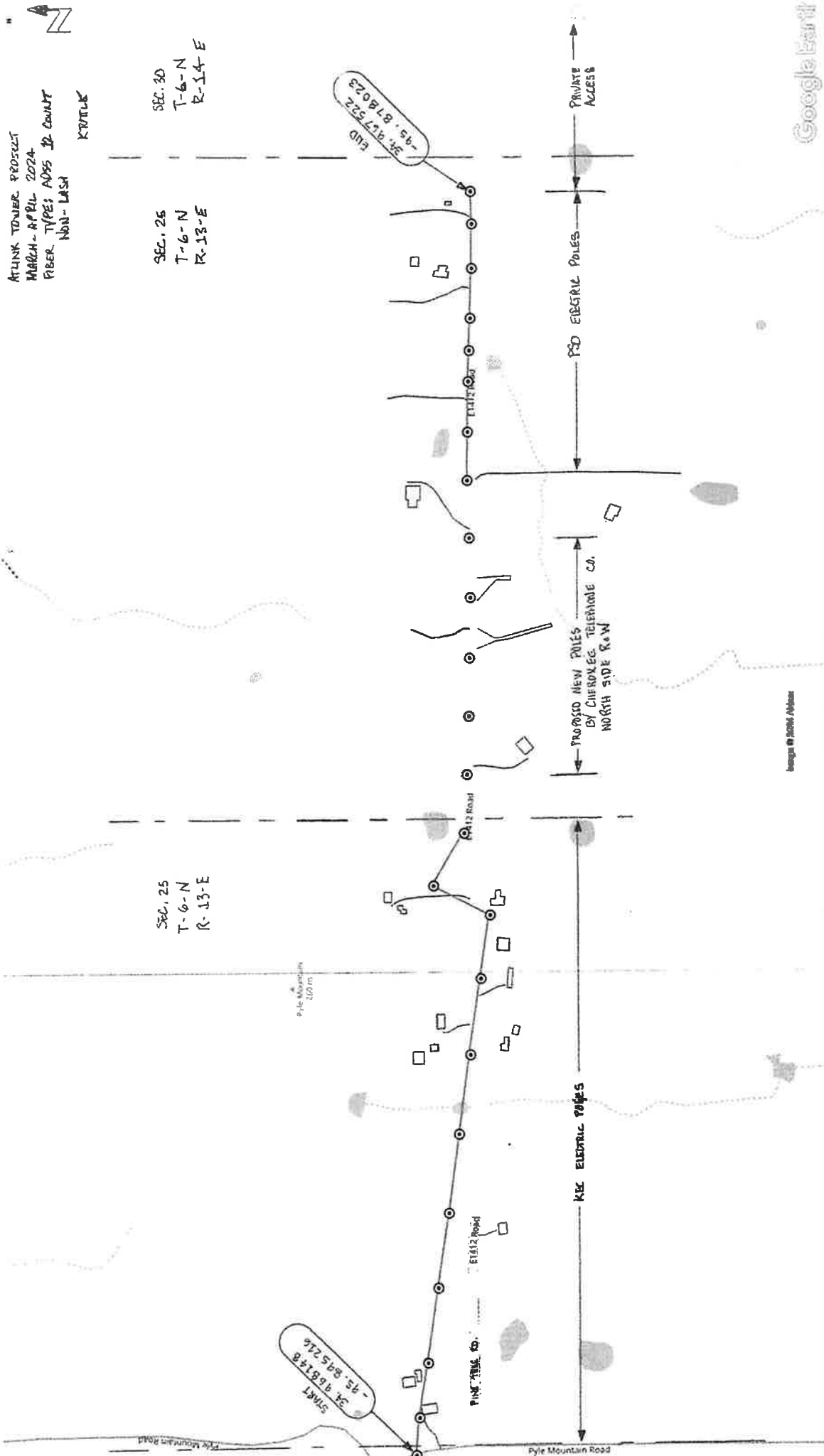
K&C ELECTRIC POLES

PROPOSED NEW POLES
BY CLEVELAND TELEPHONE CO.
NORTH SIDE R/W

PRIVATE
ACCESS

Image © 2024 Airbus

Google Earth



PERMIT# 24-017

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 OWNER NAME: Cherokee Telephone Company

CONTACT: Kevin Tuttle EMAIL: ktuttle@cherokeecomm.net

ADDRESS: 403 N. Service Rd. PHONE: 580-434-5375

CITY: Calera STATE: OK ZIP CODE: 74730

CONSTRUCTION COMPANY NAME: Cherokee Telephone Company

CONTACT: Kevin Tuttle EMAIL: ktuttle@cherokeecomm.net

ADDRESS: 405 N Service Rd. PHONE: 580-434-5375

CITY: Calera STATE: OK ZIP CODE: 74730

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Other: vault excavation
<input type="checkbox"/> Sewer				
<input checked="" type="checkbox"/> Other 2 fiber vaults				

This permit is to erect, construct and maintain a fiber optic data line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using high speed data.

LOCATION

Beginning at 34.967944 -95.895156 and parallel freeway route Pyle Mountain Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 1.88 miles north of HWY270/Pyle Mountain Rd. and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.968403 -95.895303 Embraced in Section 25 Township 6N Range 13E
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____ CONTENTS _____ MFG. TEST PRESSURE _____ MAX. OPERATING PRESSURE _____ WORKING PRESSURE _____	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS <u>24</u> GAUGE <u>0.017</u> CABLE TYPE <u>fiber optic, main line excavation</u>	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING
 SIZE 1.25" ALLOY/MATERIAL HDPE WALL THICKNESS 3/16"

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathey, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathey
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

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Initial: KT

2. Application for road crossing must be submitted **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.

Initial: KT

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: KT

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Initial: KT

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Initial: KT

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: KT

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

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Initial: KT

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Initial: KT

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Initial: KT

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Initial: KT

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Initial: KT

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Initial: KT

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Initial: KT

FEE SCHEDULE
(Check must accompany permit)

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Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
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Temporary buried line, cut or trenched	\$1,500.00 each
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NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Kin Tittel *CHARLOTTE TELEPHONE COMPANY*
 Petitioner/Contractor Signature

3-27-24
 Date

TECHNICAL COMMUNICATIONS DIRECTOR
 Title

580 434 2069 CELL
 Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1st day of April, 2024.

Pittsburg County District # 3

Company Check# _____ Date of Check NC Amount of Check _____

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

[Signature]
District 3 Commissioner

[Signature]
County Clerk

SEC. 26
T-6-N
R-13-E

APPROX.
34.968403
-95.845303

HH FENCED ROANOKI ROW
AT BOUNDARY LEVEL

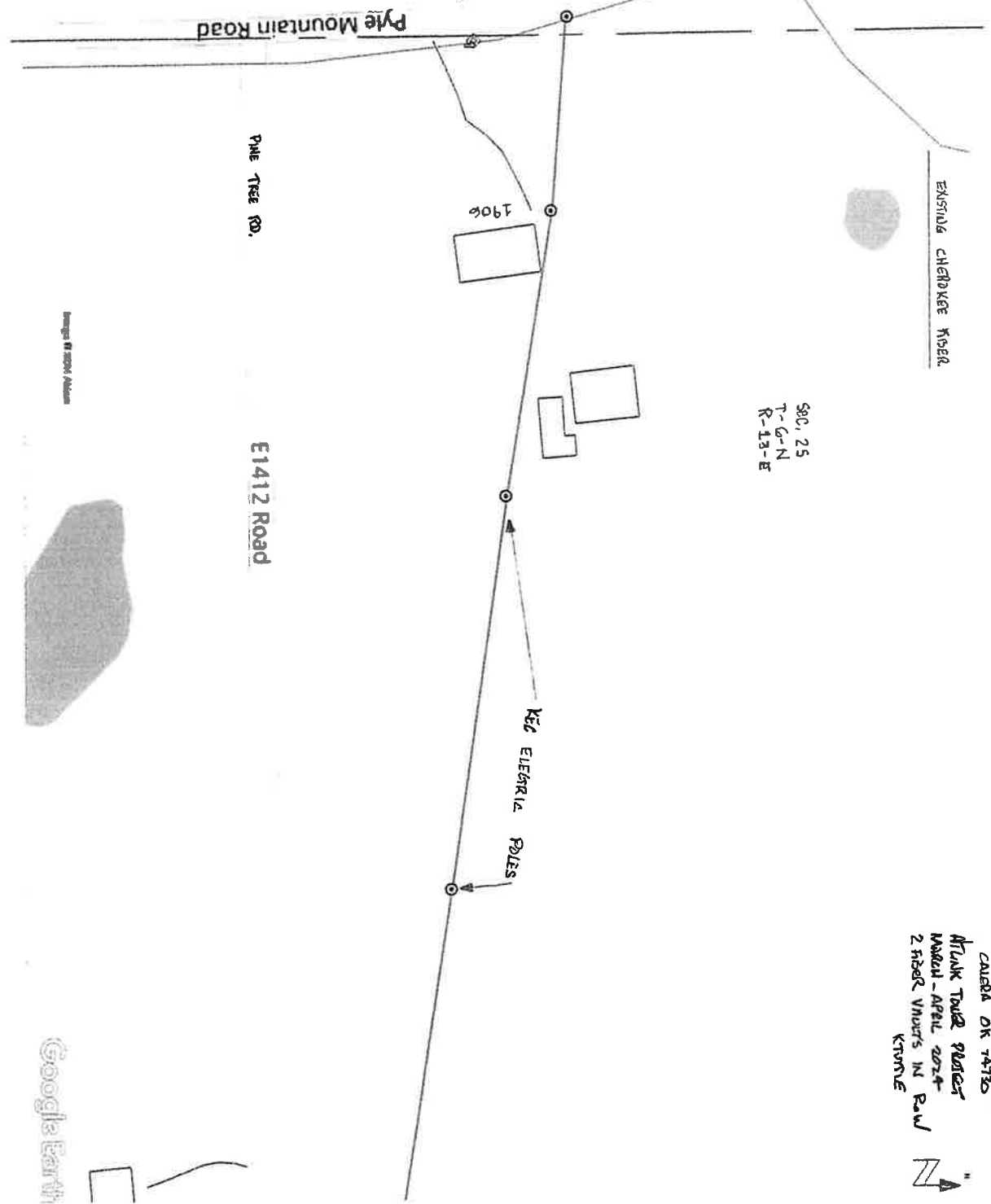
APP. EXX.
34.967944
-95.845156

HH FENCED AGAINST ROW
AT BOUNDARY LEVEL

EXISTING CHEROKEE RIVER

SEC. 25
T-6-N
R-13-E

CHEROKEE TELEPHONE COMPANY
CABLE OK 7475
HUNK TOWER PROJECT
MARCH-APRIL 2024
2 FIBER VENTS IN ROW
KTYNNE



PERMIT# 24-018

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 OWNER NAME: Cherokee Telephone Company

CONTACT: Kevin Tuttle EMAIL: ktuttle@cherokeecomm.net

ADDRESS: 403 N. Service Rd. PHONE: 580-434-5375

CITY: Calera STATE: OK ZIP CODE: 74730

CONSTRUCTION COMPANY NAME: Metts Brothers Construction

CONTACT: Mark EMAIL: mark@mettsbrothers.com

ADDRESS: 3307 N. WASHINGTON PHONE: 580-775-0078 cell

CITY: Durant STATE: OK ZIP CODE: 74701

TYPE OF INSTALLATION (Please mark all boxes that apply)				
<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Permanent Line	<input type="checkbox"/> Salt Water	<input type="checkbox"/> Residential	<input type="checkbox"/> Boring
<input type="checkbox"/> Gas	<input type="checkbox"/> Temporary Line	<input type="checkbox"/> Fresh Water	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Trenching
<input type="checkbox"/> Oil		<input type="checkbox"/> Other	<input type="checkbox"/> Agricultural	<input type="checkbox"/> In/Through existing culvert
<input type="checkbox"/> Water			<input type="checkbox"/> Oil/Gas Service Road	<input type="checkbox"/> Temporary Road Cross Bridge
<input type="checkbox"/> Telephone			<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Other: <small>set 5 poles for aerial fiber</small>
<input type="checkbox"/> Sewer				
<input checked="" type="checkbox"/> Other <small>5 fiber poles</small>				

This permit is to erect, construct and maintain a fiber optic data line along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using high speed data.

LOCATION

Beginning at 34.967561 -95.885966 and parallel freeway route E1412 Rd/Pine Tree Rd.
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 0.52 miles east of Pyle Mountain Rd & Pine Tree Rd. and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

34.967545 -95.882746 Embraced in Section 25 Township 6N Range 13E.
GPS Location (in decimals)

PIPELINES	ELECTRIC
SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____ CONTENTS _____ MFG. TEST PRESSURE _____ MAX. OPERATING PRESSURE _____ WORKING PRESSURE _____	VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS <u>12</u> GAUGE <u>0.017</u> CABLE TYPE <u>ADSS fiber optic line</u>	DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

Upon review, I, Tawanna Cathy, a Floodplain Administrator for Pittsburg County, have determined that the above-referenced public service/pipeline crossing permit:

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathy
 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)

If granted, this permit is subject to the following conditions, requirements and covenants, to-wit, please initial that you have read each condition, requirement or covenant:

1. Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.

Initial: KT

2. Application for road crossing must be submitted *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.

Initial: KT

3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.

Initial: KT

4. All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial: KT

5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)

Initial: KT

6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.

Initial: KT

7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

Initial: KT

8. Relocation – Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.

Initial: KT

9. Aerial facilities – Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.

Initial: KT

10. Underground facilities – All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet below the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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.

Initial: KT

11. All section corners and ¼ section corners shall be protected. No pipeline or utility line shall cross an intersection diagonally. No liens shall cross within 50 feet of a ¼ section corner or 100' of a bridge.

Initial: KT

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: KT

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: KT

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: KT

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: KT

16. Any pipe or tin horns 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: KT

FEE SCHEDULE
 (Check must accompany permit)

Floodplain Inspection Fee (if necessary).....	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
(all floodplain permits expire 6 months for original permit date)	
Road Bore - Permanent	\$1,000.00 each
Domestic or livestock water 3" diameter or less	N/C
Cut or trenched permanent.....	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each

NOTE: FAILURE TO NOTIFY COMMISSIONERS OF HEAVY LOAD MOVEMENT OR IF A LINE OR SERVICE ENTRANCE IS PLACED IN COUNTY RIGHT-OF-WAY WITHOUT THE PROPER PERMIT(S) MAY RESULT IN A FINE UP TO \$5,000 PLUS COURT COSTS

PETITIONER/CONTRACTOR'S ATTESTMENT

I hereby attest to the accuracy of the information contained on this application. I further certify that, in my professional opinion, the facility line is installed; the drawings, plans and specifications therefore comply in all respects with the requirement of said permit.

Kiri Tull CHEROKEE TELEPHONE COMPANY 3-27-24
 Petitioner/Contractor Signature Date

TECHNICAL COMMUNICATIONS DIRECTOR 580 434-2069 CELL
 Title Phone Number

PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference.

Approved on the 1st day of April, 20 24.

Pittsburg County District # 3

Company Check# _____ Date of Check 4/1 Amount of Check _____

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



[Signature]
District 1 Commissioner

[Signature]
District 2 Commissioner

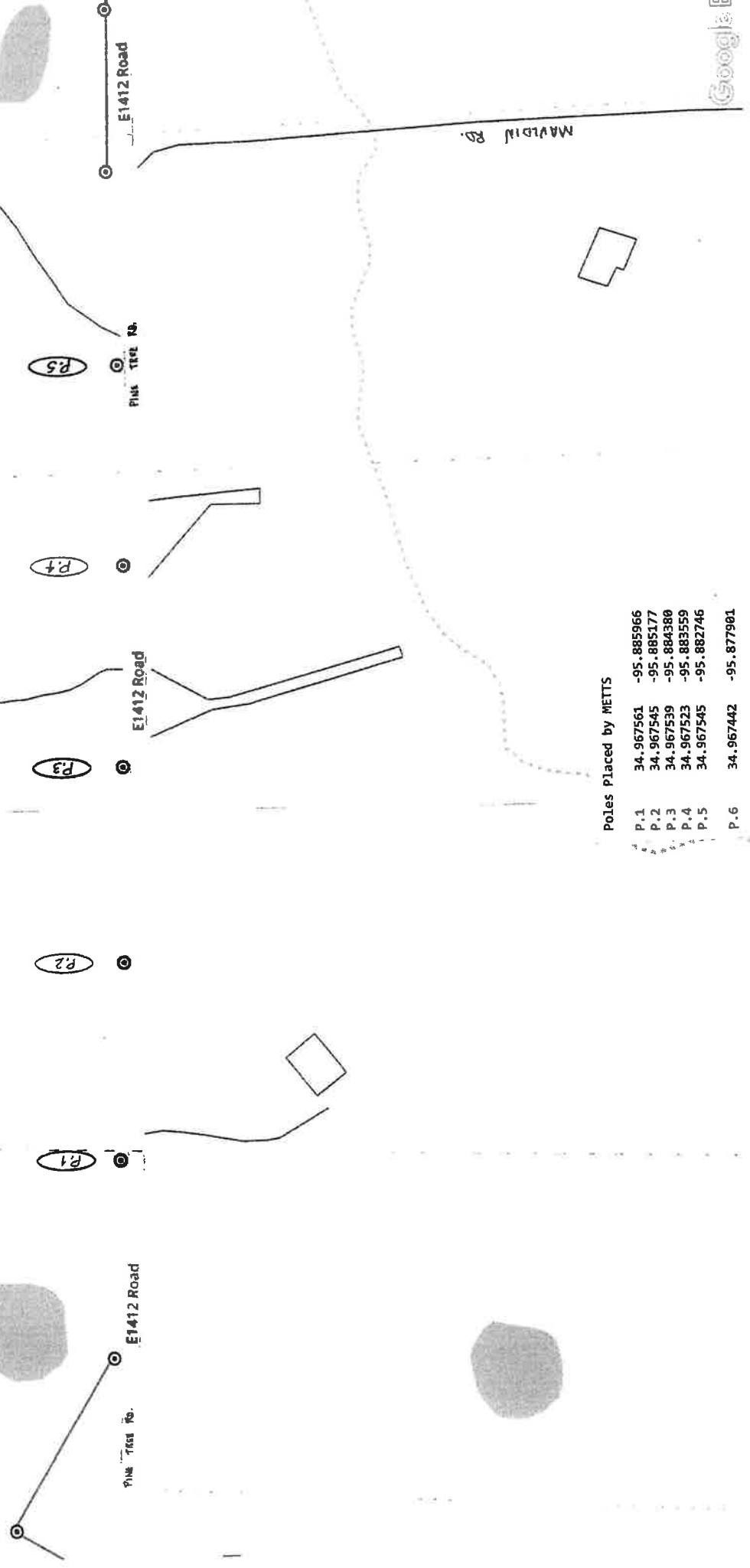
[Signature]
District 3 Commissioner

[Signature]
County Clerk

CHEROKEE TELEPHONE CO.
 CALLED ON 04/13/00
 ATANK TOWER FIBER PROJECT
 MARCH-APRIL 2004
 FIBER TYPE: ADSS 12 CORE
 NON-LOCK
 K-TURTLE

543
 PINE TREE RD

SEC. 25
 T-6-N
 R-13-E



Poles Placed by METTS

P. 1	34.967561	-95.885966
P. 2	34.967545	-95.885177
P. 3	34.967539	-95.884380
P. 4	34.967523	-95.883559
P. 5	34.967545	-95.882746
P. 6	34.967442	-95.877901