



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: February 18, 2025

TIME: 9:00 A.M.

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

FEB 14 2025

TIME 8:30 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

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

AGENDA

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

A. Regular Meeting from February 10, 2025

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 REPORT

None.

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Discussion, Consideration and Possible Action Regarding the Pittsburg County Solid Waste Management Plan
- B. Resolution 25-219 to Declare Items Surplus- District 3
- C. Resolution 25-220 to Cancel Purchase order- Bugtussle FD
- D. Resolution 25-221 to Appoint Board Member to the Pittsburg County Water Authority
- E. Discussion, Consideration and Possible Action to Approve Joint Resolution 25-222 between Pittsburg County and the City of McAlester for the Mid-McAlester Tax Increment Finance Project (TIF)
- F. Discussion, Consideration and Possible Action to Approve Subcontract; Contract Non-Collusion Affidavit, all for Rural Economic Action Plan Grant K9044-25, Pittsburg County Conservation District in the amount of \$21,900.00
- G. Discussion, Consideration and Possible Action to Approve Subcontract; Contract Non-Collusion Affidavit, all for Rural Economic Action Plan Grant K9043-25, Crowder Senior Citizens Center in the amount of \$31,285.10
- H. Discussion, Consideration and Possible Action to Approve Subcontract; Contract Non-Collusion Affidavit, all for Rural Economic Action Plan Grant K9042-25, Haywood-Arpelar VFD in the amount of \$9,897.83
- I. Discussion, Consideration and Possible Action to Approve Subcontract; Contract Non-Collusion Affidavit, all for Rural Economic Action Plan Grant K9046-25, Pittsburg County District 1 in the amount of \$208,363.65
- J. Discussion, Consideration and Possible Action to Approve the Certificate of Authorized Signatures for all Rural Economic Action Plan Grant Subcontracts
- K. Discussion, Consideration and Possible Action to Approve Lease Documents for One (1) John Deere Motorgrader, purchased through Sourcewell Purchasing Cooperative – District 3
- L. Discussion, Consideration and Possible Action to approve Municipal Finance Agreement between Canon Financial Services Inc and the Pittsburg County Treasurer
- M. Discussion, Consideration and Possible Action to Approve the purchase of a Chevrolet Silverado 1500 purchased through State Contract # SW0035 for Pittsburg County Emergency Management
- N. Discussion, Consideration and Possible Action to appoint a representative for the negotiations between the Pittsburg County Regional Expo Authority, Pittsburg County Board of County Commissioners, Pittsburg County Economic Development Authority and the City of McAlester for the disposition of land holdings of the Pittsburg County Regional Expo Authority

10. ROAD CROSSING PERMITS

- A. 25-013, Tall Oak Woodford, LLC to Bore Permanent Gas Line in Section 4, Township 7N, 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

None.

14. RECESS/ADJOURNMENT

A handwritten signature in blue ink, appearing to read "John [unclear]", written in a cursive style.

Commissioners' Assistant

**PITTSBURG COUNTY COMMISSIONER
FEBRUARY 18, 2025
MEETING MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on February 18, 2025 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 8:32 A.M., February 14, 2025.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Mike Haynes	Present

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING FEBRUARY 10, 2025: The minutes from the previous meeting, February 10, 2025 regular meeting were read. Selman made a motion to approve the minutes; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS: None.

7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 3	7295	\$1,500.00	Kiamichi Automotive
District 3	7297	\$ 200.00	Unifirst
District 2	7298	\$2,500.00	Parrott Trucking
District 2	7299	\$1,500.00	Kiamichi Automotive
Jail	7300	\$2,000.00	Jamesco
Sheriff	7301	\$4,000.00	Custom Products

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION REGARDING THE PITTSBURG COUNTY SOLID WASTE MANAGEMENT PLAN: Haynes stated that the commissioners have already adopted the plan and that the board would like to dissolve. Selman stated that the board can dissolve itself. Selman stated that Districts 2 and 3 have a trash crew to help clean up dumpsites. No action taken.

B. RESOLUTION 25-219 TO DECLARE ITEMS SURPLUS – DISTRICT 3: Rogers read the resolution stating the following item.

DESCRIPTION	ITEM#	SERIAL/VIN#
John Deere Tractor	D3-304.42E	1L06115MVEH816453

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

C. RESOLUTION 25-220 TO CANCEL PURCHASE ORDER – BUGTUSSLE FD: Rogers read the resolution stating purchase order 6674. Rogers made a motion to cancel the purchase order; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 25-221 TO APPOINT BOARD MEMBER TO THE PITTSBURG COUNTY WATER AUTHORITY: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE JOINT RESOLUTION 25-222 BETWEEN PITTSBURG COUNTY AND THE CITY OF MCALESTER FOR THE MID-MCALESTER TAX INCREMENT FINANCE PROJECT (TIF): Hope Trammell explained the joint resolution. Dave Andren, City Manager explained the project and possible additional projects that are not included in the TIF. Rogers made a motion to approve the joint resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT; CONTRACT NON-COLLUSION AFFIDAVIT, ALL FOR RURAL ECONOMIC DEVELOPMENT ACTION PLAN GRANT K9044-25, PITTSBURG COUNTY CONSERVATION DISTRICT IN THE AMOUNT OF \$21,900.00: Rogers stated the amount of the grant. Rogers made a motion to approve the subcontract and affidavit; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT; CONTRACT NON-COLLUSION AFFIDAVIT, ALL FOR RURAL ECONOMIC DEVELOPMENT ACTION PLAN GRANT K9043-25, CROWDER SENIOR CITIZENS CENTER IN THE AMOUNT OF \$31,285.10: Sandra Crenshaw stated that the grant is for flooring and a dual temp refrigerator/freezer. Selman made a motion to approve the subcontract and affidavit; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT; CONTRACT NON-COLLUSION AFFIDAVIT, ALL FOR RURAL ECONOMIC DEVELOPMENT ACTION PLAN GRANT K9042-25, HAYWOOD-ARPELAR VFD IN THE AMOUNT OF \$9,897.83: Sandra Crenshaw stated that the grant is for SCBA cylinders and other equipment. Rogers made a motion to approve the subcontract and affidavit; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

I. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE SUBCONTRACT; CONTRACT NON-COLLUSION AFFIDAVIT, ALL FOR RURAL ECONOMIC DEVELOPMENT ACTION PLAN GRANT K9046-25, PITTSBURG COUNTY DISTRICT 1 IN THE AMOUNT OF \$208,363.65: Rogers stated that the grant is for overlay of a portion of Adamson Road. Selman made a motion to approve the subcontract and affidavit; seconded by Haynes.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE CERTIFICATE OF AUTHORIZED SIGNATURES FOR ALL RURAL ECONOMIC ACTION PLAN GRANT SUBCONTRACTS: Rogers made a motion to approve the certificate of authorized signatures; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE DOCUMENTS FOR ONE (1) JOHN DEERE MOTORGRADER, PURCHASED THROUGH SOURCEWELL PURCHASING COOPERATIVE – DISTRICT 3: Rogers made a motion to approve the lease documents; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MUNICIPAL FINANCE AGREEMENT BETWEEN CANON FINANCIAL SERVICES INC AND PITTSBURG COUNTY TREASURER: Selman made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF A CHEVROLET SILVERADO 1500 PURCHASED THROUGH STATE CONTRACT # SW0035 FOR PITTSBURG COUNTY EMERGENCY MANAGEMENT: Rogers stated the amount of \$60,300.00. Sandra Crenshaw stated that the truck is part of the 50/50 grant. Rogers made a motion to approve the purchase of the truck through the state contract; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPOINT A REPRESENTATIVE FOR THE NEGOTIATIONS BETWEEN THE PITTSBURG COUNTY REGIONAL EXPO AUTHORITY, PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS, PITTSBURG COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF MCALESTER FOR THE DISPOSITION OF LAND HOLDINGS OF THE PITTSBURG COUNTY REGIONAL EXPO AUTHORITY: Selman explained the possible division of property. Dave Andren City Manager for the City of McAlester stated that they are ready to move forward with the issue. Rogers made a motion to appoint Selman as the county representative; seconded by Haynes.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS:

A. 25-013, TALL OAK WOOFORD, LLC TO BOARE PERMANENT GAS LINE IN SECTION 4, TOWNSHIP 7N, RANGE 13E – DISTRICT 3: Selman made a motion to approve the road crossing permit; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed.

11. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACXTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Leo Baughman stated that they have a briefing with the National Weather Service at 11:15, ice accumulations are expected to be 11/100ths” and 4” of snow are possible with precipitation moving out around 3:00AM. Baughman stated that ice has started the all in the area. Frankie McClendon stated that the metal detectors and scanners are expected to be delivered in the next 2 weeks and requested an additional courthouse deputy when put in place.

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

13. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Charlie Rogers
Ross Selman
Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2024-2025

Date Range: 02/18/2025 to 02/18/2025

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005				
007041	000417	NELSON WHOLESAL SERVICE	DOG FOOD	\$ 1,136.80
007134	000418	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 110.00
007182	000419	MWI VET SUPPLY	VET SUPPLIES	\$ 1,480.38
007193	000420	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 615.73
007204	000421	PRO KILL INC.	PEST CONTROL SERVICE	\$ 80.00
007205	000422	CENTER, EWELL	VET SERVICES	\$ 700.00
007243	000423	LOWES	JANITORIAL SUPPLIES E	\$ 473.89
006049	000424	BANK OF AMERICA	URNS ETC	\$ 1,100.77
			Total:	\$ 5,697.57

Donations

1235-6-4100-4151				
005945	000020	DOLESE	1 1/2" CRUSHER RUN	\$ 6,018.15
006643	000021	DOLESE	1 1/2" CRUSHER RUN	\$ 6,000.67
			Total:	\$ 12,018.82

Drug Court

7206-1-1900-2005				
007282	000135	CANON FINANCIAL SERVICES	LATE FEE	\$ 25.00
007283	000136	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 88.10
			Total:	\$ 113.10

Econ Dev Trust

7603-4-0500-2005				
000034	000318	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 408.93
002782	000319	LOWES	PARTS & SHOP SUPPLIE	\$ 352.71
003057	000320	LOWES	PARTS & SHOP SUPPLIE	\$ 169.92
005819	000321	H2O DEPOT	WATER & COOLER RENT	\$ 27.90
005820	000322	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 89.72
005822	000323	BEN E. KEITH OKLAHOMA	CONCESSION SUPPLIES	\$ 585.28
005827	000324	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 212.48
005828	000325	JOHNNYS A STREET MARKET	INMATE LUNCHES	\$ 333.11
005830	000326	LOWES	PARTS & SHOP SUPPLIE	\$ 495.95

PO	Warrant No.	Vendor Name	Purpose	Amount
Econ Dev Trust				
7603-4-0500-2005				
005833	000327	JOHNNYS A STREET MARKET	CONCESSION SUPPLIES	\$ 491.78
006323	000328	PRO KILL INC.	PEST CONTROL SERVIC	\$ 110.00
006324	000329	LOWES	PARTS & SHOP SUPPLIE	\$ 819.15
006488	000330	STAPLES ADVANTAGE	INK CARTRIDGES	\$ 471.58
006531	000331	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 5.06
007040	000332	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 113.32
007077	000333	UNIFIRST CORP.	FLOOR MATS AND ETC	\$ 44.86
007086	000334	ATWOODS	STORAGE CONTAINER	\$ 53.98
007120	000335	HATCHER, RACHELLE	CONTRACT LABOR	\$ 70.00
007121	000336	PALMER, SHERRY	CONTRACT LABOR	\$ 42.50
007122	000337	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 39.00
007123	000338	REDWAY, SHANNON	CONTRACT LABOR	\$ 40.00
007242	000339	STACEY, SHANNON D.	REIMBURSEMENT	\$ 50.00
007259	000340	BEMAC SUPPLY	FILTERS	\$ 819.69
005690	000341	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 151.74
006059	000342	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 563.05
006061	000343	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 333.86
006173	000344	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 496.78
006174	000345	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 198.30
006220	000346	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 925.99
006300	000347	BANK OF AMERICA	TABLE LINENS	\$ 185.40
006398	000348	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 325.18
006521	000349	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 671.02
006522	000350	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 453.71
			Total:	\$ 10,151.95

Emergency Mgmt

1212-2-2700-2005				
007135	000179	VYVE BROADBAND	MONTHLY SERVICE	\$ 191.95
007137	000180	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 225.00
005765	000181	BANK OF AMERICA	LODGING	\$ 330.00
			Total:	\$ 746.95

General

0001-1-0100-2005				
006585	002825	STAPLES	OFFICE SUPPLIES	\$ 53.68
007293	002826	STATE AUDITOR & INSPECTOR	AUDIT EXPENSE	\$ 7,728.37
			Total:	\$ 7,782.05

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0800-2005				
006025	002827	COMPTON ELECTRIC LLC	ELECTRICAL WORK	\$ 727.84
006625	002828	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 825.99
007100	002829	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
005900	002866	BANK OF AMERICA	TELEVISION	\$ 251.53
005968	002868	BANK OF AMERICA	LODGING	\$ 110.00
006490	002869	BANK OF AMERICA	NAME PLATES	\$ 19.78
			Total:	\$ 2,110.14
0001-1-1000-2005				
005761	002830	STAPLES	OFFICE SUPPLIES	\$ 314.78
			Total:	\$ 314.78
0001-1-1400-1310				
007251	002831	KEITH, SHANTAL	TRAVEL	\$ 214.90
			Total:	\$ 214.90
0001-1-1400-2005				
007252	002832	RANGLER BBQ	EMPLOYEE APPRECIATI	\$ 220.00
			Total:	\$ 220.00
0001-1-1600-1310				
007090	002833	RIDENOUR, CATHY L.	TRAVEL	\$ 238.00
007091	002834	PARKER, LINDSEY D.	TRAVEL	\$ 238.00
			Total:	\$ 476.00
0001-1-1700-1310				
007092	002835	JONES, JALENE G.	TRAVEL	\$ 238.00
			Total:	\$ 238.00
0001-1-1700-2005				
005504	002836	EMBASSY SUITES NORMAN	LODGING	\$ 318.00
007093	002837	AT&T MOBILITY	MONTHLY SERVICE	\$ 382.36
007262	002838	PITNEY BOWES GLOBAL FINANCIAL S	POSTAGE METER LEASE	\$ 478.29
			Total:	\$ 1,178.65
0001-1-2200-2005				
006207	002870	BANK OF AMERICA	OFFICE SUPPLIES	\$ 324.29
			Total:	\$ 324.29

PO Warrant No. Vendor Name Purpose Amount

General

0001-1-3300-2005

001023	002839	TK ELEVATOR CORPORATION	ELEVATOR INSPECTION	\$ 1,950.00
006899	002840	BROKEN ARROW ELECTRIC SUPPLY I	LIGHT BULBS	\$ 131.55
007084	002841	VYVE BROADBAND	MONTHLY SERVICE	\$ 81.90
007088	002842	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 468.10
007181	002843	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 171.78
007194	002844	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 199.73
007200	002845	PRO KILL INC.	PEST CONTROL	\$ 126.00
007206	002846	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 590.80
007219	002847	UNIFIRST FIRST AID CORP	HYDRATION DRINK	\$ 25.00
007234	002848	KIAMICHI AUTOMOTIVE WAREHOUSE	NUTS & BOLTS	\$ 43.32
007266	002849	STONE ELECTRIC	HVAC REPAIR	\$ 382.00
007284	002850	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 378.40
004430	002871	BANK OF AMERICA	DRUG TESTING SUPPLIE	\$ 2,784.05

Total: \$ 7,332.63

0001-1-3300-4110

005916	002872	BANK OF AMERICA	COMPUTER & SOFTWAR	\$ 873.69
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Total: \$ 873.69

0001-2-1800-2005

007290	002851	EASTERN OKLA. YOUTH SERVICES	JUVENILE DETENTION	\$ 662.49
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Total: \$ 662.49

0001-2-2700-2005

007268	002852	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 916.99
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Total: \$ 916.99

0001-4-0500-2005

007102	002853	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 2,413.86
007106	002854	TENASKA KIOWA POWER PARTNERS	SECURITY DEPOSIT RET	\$ 300.00
007107	002855	SAVANNA LITTLE LEAGUE FOOTBALL	SECURITY DEPOSIT RET	\$ 300.00
007108	002856	MCALESTER ROUND UP CLUB	SECURITY DEPOSIT RET	\$ 100.00
007109	002857	WES COLLINS IONEHICKORY CATTLE	SECURITY DEPOSIT RET	\$ 100.00
007110	002858	DAVITA DIALYSIS	SECURITY DEPOSIT RET	\$ 100.00
007117	002859	DUBROC, GLORIA	SECURITY DEPOSIT RET	\$ 50.00
007118	002860	PARADIGM	SECURITY DEPOSIT RET	\$ 100.00
007119	002861	MPLX	SECURITY DEPOSIT RET	\$ 100.00
005901	002867	BANK OF AMERICA	SECURITY CAMERA SYS	\$ 489.99

Total: \$ 4,053.85

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-4-0500-4110				
006665	002873	BANK OF AMERICA	SECURITY CAMERA SYS	\$ 299.95
Total:				\$ 299.95
0001-4-0501-2005				
007265	002862	STONE ELECTRIC	HVAC REPAIR	\$ 165.00
Total:				\$ 165.00
0001-5-0900-1110				
007214	002863	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 16,333.33
Total:				\$ 16,333.33
0001-5-0900-1310				
007111	002864	LOCKWOOD, RACHEL	TRAVEL	\$ 19.25
Total:				\$ 19.25
0001-5-0900-2005				
007253	002865	LOWES	BOTTLED WATER	\$ 22.77
006062	002874	AMAZON CAPITAL SERVICES INC.	SCANNERS & ETC	\$ 0.00
006062	002875	BANK OF AMERICA	SCANNERS & ETC	\$ 503.06
Total:				\$ 525.83
Health				
1216-3-5000-2005				
002643	000244	SAINT FRANCIS HEALTH SYSTEM	TB CHEST XRAY	\$ 39.32
006682	000245	AMAZON CAPITAL SERVICES INC.	BATTERIES ETC	\$ 140.65
006684	000246	WITTKOPF, SHELLY	CONTRACT SERVICES	\$ 1,360.00
006833	000247	SAINT FRANCIS HEALTH SYSTEM	TB CHEST XRAY	\$ 19.66
006850	000248	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 96.87
006949	000249	BARCODES LLC	SCANNERS	\$ 1,410.90
006950	000250	AMAZON CAPITAL SERVICES INC.	PRINTER ETC.	\$ 4,561.17
006995	000251	INUVIO	SCANNERS	\$ 2,051.99
007001	000252	AMAZON CAPITAL SERVICES INC.	PRINTER	\$ 5,042.24
007094	000253	SANOPI PASTEUR INC	VACCINE	\$ 653.99
007133	000254	TRIAD SERVICE COMPANY	REFRIGERATION REPAIR	\$ 864.80
Total:				\$ 16,241.59
Highway				

PO	Warrant No.	Vendor Name	Purpose	Amount
Highway				
1102-6-4300-2005				
006903	001999	FLEET PRIDE	FILTERS	\$ 56.10
006964	002000	YELLOW HOUSE MACHINE	FILTERS	\$ 64.63
Total:				\$ 120.73
1102-6-6520-2005				
004151	002001	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 35.00
005139	002002	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 78.00
005885	002003	OTA PIKEPASS CUSTOMER SERVICE C	TOLL	\$ 4.96
Total:				\$ 117.96
Hwy-ST				
1313-6-8040-2005				
005878	001713	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 119.99
005877	001714	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 128.66
005876	001715	LOWES	PARTS & SHOP SUPPLIE	\$ 189.36
005881	001716	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 284.94
007201	001717	JAMES SUPPLIES	CYLINDER RENTALS	\$ 55.90
007281	001718	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 1,169.30
006441	001783	BANK OF AMERICA	PHONE ACCESSORIES	\$ 36.41
Total:				\$ 1,984.56
1313-6-8041-2005				
001731	001719	STIGLER STONE	1" CRUSHER RUN	\$ 3,901.37
004126	001720	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 35.00
004128	001721	EUFULA AUTO PARTS INC	PARTS & SHOP SUPPLIE	\$ 177.93
005861	001722	COMDATA	FUEL	\$ 3,146.53
005863	001723	YELLOW HOUSE MACHINE	PARTS & SHOP SUPPLIE	\$ 521.04
005864	001724	OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES	\$ 21.02
005865	001725	WELDON PARTS INC	PARTS & SHOP SUPPLIE	\$ 233.05
006453	001726	CUSTOM PRODUCTS CORPORATION	SIGNS & POSTS	\$ 1,983.88
006841	001727	RUSH TRUCK CENTER	ENGINE REPAIR	\$ 31,505.29
006859	001728	PREMIER TRUCK GROUP	DIP STICK	\$ 45.89
006874	001729	PRO KILL INC.	PEST CONTROL	\$ 106.00
006883	001730	RAM INC	FUEL	\$ 2,587.91
006893	001731	RAM INC	FUEL	\$ 4,673.62
006904	001732	DOLESE	1 1/2" CRUSHER RUN	\$ 2,980.09
006919	001733	TRUE VALUE HARTSHORNE	TOOLS	\$ 68.46
006933	001734	T & W TIRE	TIRES	\$ 2,022.80
006934	001735	O REILLY AUTO PARTS	WIPER BLADES	\$ 91.55
006935	001736	YELLOW HOUSE MACHINE	FILTERS	\$ 370.56
006985	001737	LOWES	GREASE GUNS ETC.	\$ 448.14

PO Warrant No. Vendor Name Purpose Amount

Hwy-ST

1313-6-8041-2005

007033	001738	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 82.67
007082	001739	JAMES SUPPLIES	OXYGEN/ACETYLENE	\$ 13.73
007089	001740	AIRGAS	OXYGEN/ACETYLENE	\$ 337.64
007099	001741	TRUE VALUE HARTSHORNE	TOOLS	\$ 32.98
007101	001742	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 175.53
007113	001743	O REILLY AUTO PARTS	TOOLS & ETC	\$ 111.39
007114	001744	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 102.00
007178	001745	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 293.83
007179	001746	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 98.98
007185	001747	TRUE VALUE HARTSHORNE	CLEANING SUPPLIES	\$ 27.47
007191	001748	YELLOW HOUSE MACHINE	PINS & BUSHINGS	\$ 934.94
007196	001749	KIAMICHI ELECTRIC COOPERATIVE	ELECTRICAL LINE REPAI	\$ 2,183.00
007197	001750	TRUE VALUE HARTSHORNE	TOOL	\$ 40.99
007229	001751	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 45.13
007230	001752	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 132.67
005903	001784	BANK OF AMERICA	MONITOR	\$ 188.53

Total: \$ 59,721.61

1313-6-8042-2005

006202	001753	DOLESE	1 1/2" CRUSHER RUN	\$ 11,938.65
006725	001754	PRICE, MICHAEL A	RED GRAVEL	\$ 5,480.00
006961	001755	STANDARD MACHINE & WELDING	HYDRAULIC HOSE ETC.	\$ 65.82
007085	001756	DISCOUNT STEEL	CHANNEL IRON	\$ 187.00
007095	001757	JAMES SUPPLIES	CYLINDER LEASE	\$ 53.00
007103	001758	MAXWELL SUPPLY COMPANY	LEVEL ETC	\$ 630.14
007104	001759	ATWOODS	CHAINS AW CHAIN ETC.	\$ 53.97
007116	001760	YELLOW HOUSE MACHINE	MONITOR ETC	\$ 2,496.26
007132	001761	T.H. ROGERS	CONCRETE MIX	\$ 19.45
007138	001762	T.H. ROGERS	POST	\$ 59.99
007174	001763	HATCO FARM & RANCH	RATCHET STRAPS	\$ 53.97
007218	001764	RAM INC	FUEL	\$ 5,566.87

Total: \$ 26,605.12

1313-6-8043-2005

003615	001765	P & K EQUIPMENT INC	SOLENOID ETC.	\$ 1,782.70
005840	001766	O REILLY AUTO PARTS	PARTS & SHOP SUPPLIE	\$ 462.13
005851	001767	COMDATA	FUEL	\$ 2,640.79
006644	001768	DOLESE	1 1/2" CRUSHER RUN	\$ 5,910.99
006718	001769	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 191.24
006902	001770	DOLESE	1 1/2" CRUSHER RUN	\$ 6,014.38
006913	001771	WALMART COMMUNITY CARD	SHOP SUPPLIES	\$ 130.38
006914	001772	PREMIER TRUCK GROUP	A/C PARTS	\$ 106.88
007020	001773	TINT KING LLC	WINDSHIELD REPLACEM	\$ 940.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8043-2005				
007112	001774	CATHEY & ASSOCIATES LLC	OVERHEAD DOOR REPAI	\$ 544.36
007131	001775	RAM INC	FUEL	\$ 3,961.98
007175	001776	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 38.60
007176	001777	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 84.49
007177	001778	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 652.90
007188	001779	WELDON PARTS INC.	FLAGS & ACCESSORIES	\$ 207.57
007190	001780	WELDON PARTS INC.	ALUMINUM CLEANER	\$ 102.71
007207	001781	WELDON PARTS INC.	ALUMINUM CLEANER	\$ 69.54
007273	001782	KIAMICHI AUTOMOTIVE WAREHOUSE	RATCHET STRAPS	\$ 198.98
			Total:	\$ 24,040.62

Jail-ST

1315-2-8034-2005				
007203	000548	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 4,354.10
			Total:	\$ 4,354.10
1315-2-8034-2012				
006931	000549	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 7,749.49
			Total:	\$ 7,749.49

JUVENILE MENTAL HEALTH

7212-1-1900-2005				
005447	000001	BANK OF AMERICA	OFFICE SUPPLIES	\$ 748.67
			Total:	\$ 748.67

REAP

1425-1-6200-4324				
007128	000001	PITTSBURG COUNTY CONSERVATION	REIMBURSEMENT	\$ 0.30
			Total:	\$ 0.30

Rural Fire-ST

1321-2-8201-2005				
005641	000711	COMDATA	FUEL	\$ 184.71
006671	000712	TOLIVER CHEVROLET	TRUCK REPAIR	\$ 2,728.46
007115	000713	THE BURROWS AGENCY	INSURANCE	\$ 10,853.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8201-2005				Total: \$ 13,766.17
1321-2-8202-2005				
003222	000714	BANNER FIRE EQUIPMENT	HOSE	\$ 2,640.00
003223	000715	BANNER FIRE EQUIPMENT	HOSE	\$ 4,165.00
003940	000716	BANNER FIRE EQUIPMENT	BATTERIES	\$ 380.00
Total: \$ 7,185.00				
1321-2-8204-2005				
007098	000717	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 190.93
Total: \$ 190.93				
1321-2-8205-2005				
007126	000734	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 25.00
Total: \$ 25.00				
1321-2-8206-2005				
005810	000718	MYDER FIRE SUPPORT	SCENE LIGHT	\$ 1,485.00
006924	000719	OK TIRE	TIRES	\$ 1,229.40
Total: \$ 2,714.40				
1321-2-8207-4130				
007208	000720	RCB BANK	LEASE PAYMENT	\$ 2,675.35
Total: \$ 2,675.35				
1321-2-8210-4130				
007209	000721	WELCH STATE BANK	LEASE PAYMENT	\$ 3,092.21
Total: \$ 3,092.21				
1321-2-8212-2005				
003841	000722	PRO KILL INC.	PEST CONTROL	\$ 216.00
Total: \$ 216.00				
1321-2-8214-2005				
007285	000723	REPUBLIC SERVICES #375	MONTHLY SERVICE	\$ 179.33
Total: \$ 179.33				
1321-2-8215-4130				
007210	000724	WELCH STATE BANK	LEASE PAYMENT	\$ 4,553.24

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8215-4130			Total:	\$ 4,553.24
1321-2-8216-2005				
005650	000725	COMDATA	FUEL	\$ 291.20
007292	000726	AT&T MOBILITY	MONTHLY SERVICE	\$ 108.08
			Total:	\$ 399.28
1321-2-8216-4130				
007211	000727	RCB BANK	LEASE PAYMENT	\$ 1,326.39
			Total:	\$ 1,326.39
1321-2-8218-2005				
007240	000728	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 399.32
			Total:	\$ 399.32
1321-2-8223-4130				
007212	000729	BANK OF GRAND LAKE	LEASE PAYMENT	\$ 4,537.01
			Total:	\$ 4,537.01
1321-2-8225-2005				
005777	000730	MUSKOGEE COMMUNICATIONS	RADIO ETC	\$ 1,411.00
007005	000731	FREEDOM FORD	ALTERNATOR REPAIR	\$ 788.54
			Total:	\$ 2,199.54
1321-2-8227-4130				
007213	000732	WELCH STATE BANK	LEASE PAYMENT	\$ 2,390.24
			Total:	\$ 2,390.24
1321-2-8228-2005				
005656	000733	COMDATA	FUEL	\$ 147.58
			Total:	\$ 147.58
1321-2-8228-4110				
003635	000735	REDLINE FIRE EQUIPMENT & SUPPLY	SKID UNIT	\$ 24,704.60
			Total:	\$ 24,704.60

SH Commissary

PO Warrant No. Vendor Name Purpose Amount

SH Commissary

1223-2-0400-2005

006677	000132	COMMISSARY EXPRESS	KIOSK FEES	\$ 35.75
006807	000133	CUSTOM TECHNOLOGIES LLC	INHOUSE COMMISSARY	\$ 3,800.29
006858	000134	COMMISSARY EXPRESS	INHOUSE COMMISSARY	\$ 3,203.61
007036	000135	OKLAHOMA TAX COMMISSION	SALES TAX	\$ 2,108.78
007049	000136	COMMISSARY EXPRESS	KIOSK FEES	\$ 110.50
007221	000137	BANCFIRST	POSITIVE PAY MONTHLY	\$ 148.31

Total: \$ 9,407.24

SH Svc Fee

1226-2-3400-2005

006680	001233	BOB BARKER COMPANY	INMATE CLOTHING ETC.	\$ 119.92
006796	001234	JAMESCO ENTERPRISES LLC	JAIL KITCHEN SUPPLIES	\$ 1,593.90
006947	001235	JPX INTERNATIONAL LLC	JPX PEPPER BALL AMMO	\$ 755.00
007048	001236	ECOLAB INC.	DISHWASHER LEASE	\$ 98.15
007222	001237	H2O DEPOT	WATER & COOLER RENT	\$ 134.40
007223	001238	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 70.99
007225	001239	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 51.82
007226	001240	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 23.12
007227	001241	AIRGAS	CYLINDER RENTALS	\$ 26.63
007236	001242	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 175.00
007237	001243	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 156.00
007270	001244	VYVE BROADBAND	MONTHLY SERVICE	\$ 380.61
005709	001250	BANK OF AMERICA	MAINTENANCE SUPPLIE	\$ 37.48
005803	001251	BANK OF AMERICA	JAIL SUPPLIES	\$ 338.49
006199	001252	BANK OF AMERICA	BATTERIES ETC	\$ 184.50
006308	001253	BANK OF AMERICA	UNIFORMS ETC	\$ 711.30
006500	001254	BANK OF AMERICA	OFFICE SUPPLIES	\$ 230.64
006610	001255	BANK OF AMERICA	CAMERA ETC.	\$ 1,297.73
006619	001256	BANK OF AMERICA	BOOTS ETC.	\$ 138.69
007288	001257	BANK OF AMERICA	SHIPPING	\$ 11.99

Total: \$ 6,536.36

1226-2-3400-2030

006681	001245	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 139.00
007046	001246	JAMES SUPPLIES	CYLINDER RENTALS	\$ 21.39
007047	001247	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 176.00
007228	001248	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 144.37
007238	001249	NCIC	INMATE PHONE TIME	\$ 2,918.36

Total: \$ 3,399.12

PO

Warrant No. Vendor Name

Purpose

Amount

Grand Total: \$ 304,499.27

RESOLUTION
25-219
To Declare Surplus

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 18, 2025.

WHEREAS, the Pittsburg County District 3 wishes to declare the following equipment surplus to be sold at public auction:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
D3-304.42E	JOHN DEERE TRACTOR	IL06115MVEH816453

WHEREAS, Pittsburg County District 3 wishes to sell this item at the Statewide County Equipment Auction on March 7 & 8, 2025 in Elk City, Oklahoma.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold at the Statewide County Equipment Auction on March 7 & 8, 2025 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION

NO. 25-220

The Board of County Commissioners, Pittsburg County, Met in regular session Tuesday, February 18TH, 2025.

WHEREAS, the **BUGTUSSLE FIRE DEPARTMENT** wishes to cancel the following Purchase Order

6674 to Bullett Truck Repair dated January 31ST, 2025 in the amount of \$3,162.01 for Repairs to Tanker #2.

WHEREAS, the purchase order was not used, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 6674 for FY 2024-2025.


CHAIRMAN


MEMBER


MEMBER



ATTEST:


COUNTY CLERK

RESOLUTION
25-221

The Board of County Commissioners of Pittsburg County met in regular session on Tuesday, February 18, 2025.

WHEREAS, on Monday, February 10, 2025, the Board of Directors of Adamson Rural Water District #8 held their regular monthly meeting, in which they voted and approved the removal of Larry Sutton as their member on the Pittsburg County Water Authority Board of Directors.

WHEREAS, during the same meeting, the Board of Directors of Adamson Rural Water District #8 voted to appoint Devona Holt to the Pittsburg County Water Authority Board of Directors and voted to appoint Rick Morgan JR as proxy.

WHEREAS, it is the responsibility of the Board of County Commissioners of Pittsburg County to approve all appointments to the Pittsburg County Water Authority.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Pittsburg County, by their authority, do hereby approve the appointment of Devona Holt to the Pittsburg County Water Authority Board of Directors as requested by Adamson Rural Water District #8 Board of Directors and approve the appointment of Rick Morgan JR as her proxy.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

CHAIRMAN



VICE-CHAIRMAN



MEMBER



ATTEST:



COUNTY CLERK



RESOLUTION NO. 25-222

A JOINT RESOLUTION OF THE CITY OF MCALESTER, OKLAHOMA (CITY) AND THE BOARD OF COMMISSIONERS FOR THE COUNTY OF PITTSBURG (COUNTY) TO FUND ECONOMIC DEVELOPMENT FOR THE "MID-MCALESTER" PROJECT LOCATED ALONG THE GEORGE NIGH EXPRESSWAY

WHEREAS, both the City of McAlester (the "City") and the County of Pittsburg ("County") have determined that it is in the financial best interests of the citizens therein, for these entities to promote economic development and growth within said City and County; and,

WHEREAS, it has further been determined that the proposed Mid-McAlester project area, located along the George Nigh Expressway, is not currently producing sales tax revenues and it is in the public interest that the City and County encourage financial investment to promote the expansion of their existing sales tax bases, respectively; and,

WHEREAS, the City and County have determined that it is advantageous at this time to provide a financial incentive for development under the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 *et seq.*, of the Oklahoma Statutes (the "Act") pursuant to a Project Plan relating to Increment District Number Two (Mid-McAlester Development Project Increment District) of the City of McAlester, Oklahoma (the "Project Plan"); and,

WHEREAS, the financial incentive is to be derived from the actual sales tax revenue generated from the above referenced retail project detailed in the Project Plan; and,

WHEREAS this Joint Resolution shall satisfy the requirements of a written agreement under Section 861(2)c of the Act; and,

WHEREAS, the incentive provided herein will reflect the benefit derived by the City and County, respectively, from said increase in sales tax revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MCALESTER, OKLAHOMA (CITY), AND THE BOARD OF COMMISSIONERS FOR THE COUNTY OF PITTSBURG (COUNTY):

Section 1. The City and County elect to jointly fund an economic incentive for the development of the "Mid-McAlester" retail project pursuant to the Project Plan, in an amount up to, but not to exceed, ten million dollars (\$10,000,000.00) funded in part, but not limited to, the sales tax revenue generated by the project development, for a period to begin on the Effective Date of the District, as it is defined in the Project Plan, and end no later than June 30, 2034 (the "Apportionment Period").

Section 2. The City and County shall collect their current, and subsequent, authorized sales taxes on all taxable retail sales within the Increment District, in compliance with Oklahoma Law.

Section 3. The incentive contemplated herein shall be derived from actual sales tax revenue generated and collected by the completed retail development identified in the Project Plan.

Section 4. The City and County hereby elect to apportion 100% of such sales tax revenue generated and collected by the completed retail development identified in the Project Plan for the payment of "Project Costs" as defined under Section 853 of the Act, pursuant to the Project Plan, for the duration of the Apportionment Period.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA on THIS _____ DAY OF _____, 20_____.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

Justin Few, Mayor

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 20_____.

John Tyler Hammons, City Attorney

PASSED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA, on THIS _____ DAY OF _____, 20_____.



Commissioner - District 1

Commissioner - District 2

Commissioner - District 3

ATTEST:

County Clerk

APPROVED AS TO FORM AND LEGALITY this 18 day of February, 2025.

District Attorney's Office

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

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

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

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

X [Signature], Chairman, BoCC
NAME/TITLE

Subscribed and sworn before me this 18th day of February, 2025

X [Signature]
CLERK OR NOTARY PUBLIC

My commission expires: 10/23/27



SEAL

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2025 REAP Fund K9044-25**

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

Subcontractors: Pittsburg County/Conservation District (Priority #1)

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: HayVan 80" pull type no till planter with adjustable disc gangs.

Amount: **\$21,900.00**

Source: Senate Bill 1125 of the 2nd session of the 59th Oklahoma Legislature (2024)

Funding Period: July 1, 2024 through June 30, 2025
Requisition Period: **March 1, 2025 through May 15, 2026**

Submit Requisitions to: Issue Payment to:

KEDDO Pittsburg County
1002 Highway 2 North 115 E. Carl Albert Pkwy., Suite 100
Wilburton, OK 74578 McAlester, OK 74501

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


SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR



Signature



Signature

Kim Rose, Executive Director

Typed or Printed Name and Title

Charlie Rogers

Typed or Printed Name and Title

January 30, 2025

Date

2/18/2025

Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2025**. Projects not under construction by **September 1, 2025**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2026**.

2. MODIFICATION (AMENDMENT)

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

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

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

4. SUBCONTRACTOR

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

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

5. EMPLOYEE BENEFITS

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

6. CERTIFICATIONS BY SUBCONTRACTOR

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

B. The Subcontractor specifically certifies and assures that:

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

7. HOLD HARMLESS CLAUSE

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

8. POLITICAL ACTIVITY

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

9. PAYMENTS TO COMPANIES

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

10. NO-CONFLICT COVENANT

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

11. COMPENSATION TO CONTRACTOR

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

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

12. TRAVEL AND PER DIEM

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

13. PROCUREMENT

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

14. RECORDS, REPORTS, DOCUMENTATION

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

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

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

15. CLOSING OUT OF PERIOD FUNDED

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

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

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

16. INTERPRETATION REMEDIES

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

17. TERMINATION OR SUSPENSION

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY CLAUSE

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

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

I Charlie Rogers, certify that I am the chief
elected or appointed official of Pittsburg County.

(Hereinafter subcontractor),

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

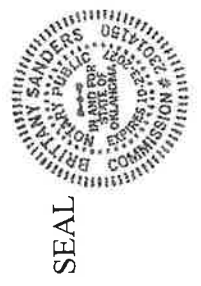
1. (S)He is duly authorized agent of the above named entity, as subcontractor and/or
procuring the subcontract which is attached to this statement, for the purpose of certifying
the facts pertaining to the existence of collusion among applicants and grant awardee's and
their officials or employees, as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

X [Signature], Chairman, BoCC
NAME/TITLE

Subscribed and sworn before me this 18th day of February, 2025

X [Signature]
CLERK OR NOTARY PUBLIC

My commission expires: 10/23/27



SEAL

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds
Subcontract Number: **2025 REAP Fund K9043-25**
Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)
Subcontractors: Pittsburg County/Crowder Senior Center
Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100 McAlester, OK 74501
Subcontractor Telephone: 918-423-1338

Description of Project: Replace existing floors and reach-in dual temp cabinet refrigerator/freezer.
Amount: **\$31,285.10**
Source: Senate Bill 1125 of the 2nd session of the 59th Oklahoma Legislature (2024)
Funding Period: July 1, 2024 through June 30, 2025
Requisition Period: **March 1, 2025 through May 15, 2026**

Submit Requisitions to:
KEDDO
1002 Highway 2 North
Wilburton, OK 74578

Issue Payment to:
Pittsburg County
115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

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

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

SUBCONTRACTOR

Kim Rose
Signature

Charlie Rogers
Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Charlie Rogers, Board Chairman
Typed or Printed Name and Title

January 30, 2025
Date

2/18/2025
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2025**. Projects not under construction by **September 1, 2025**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2026**.

2. MODIFICATION (AMENDMENT)

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

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

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

4. SUBCONTRACTOR

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

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

5. EMPLOYEE BENEFITS

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

6. CERTIFICATIONS BY SUBCONTRACTOR

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

B. The Subcontractor specifically certifies and assures that:

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

7. HOLD HARMLESS CLAUSE

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

8. POLITICAL ACTIVITY

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

9. PAYMENTS TO COMPANIES

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

10. NO-CONFLICT COVENANT

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

11. COMPENSATION TO CONTRACTOR

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

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

12. TRAVEL AND PER DIEM

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

13. PROCUREMENT

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

14. RECORDS, REPORTS, DOCUMENTATION

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

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

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

15. CLOSING OUT OF PERIOD FUNDED

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

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

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

16. INTERPRETATION REMEDIES

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

17. TERMINATION OR SUSPENSION

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY CLAUSE

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

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

I Charlie Rogers, certify that I am the chief
elected or appointed official of Pittsburg County.

(Hereinafter subcontractor),

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

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

X [Signature], Boce Chairman
NAME/TITLE

Subscribed and sworn before me this 18th day of February, 2025

X [Signature]
CLERK OR NOTARY PUBLIC

My commission expires: 10/23/27



SEAL

Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds
Subcontract Number: 2025 REAP Fund K9042-25
Contracting Agency: Oklahoma Department of Commerce
Contractor: Kiamichi Economic Development District of OK (KEDDO)
Subcontractors: Pittsburg County/Haywood-Arpelar VFD
Subcontractor Address: 115 East Carl Albert Parkway, Suite 100 McAlester, OK 74501
Subcontractor Telephone: 918-423-1338

Description of Project: Swiftwater equipment, sign system, LED light baton, Tecgen 51 multipurpose gear, helmet lights, structure helmets, carbon X hoods, wildland suspenders, SCBA cylinders, light towers and spot lights.

Amount: \$9,897.83

Source: Senate Bill 1125 of the 2nd session of the 59th Oklahoma Legislature (2024)

Funding Period: July 1, 2024 through June 30, 2025
Requisition Period: March 1, 2025 through May 15, 2026

Submit Requisitions to: Issue Payment to:
KEDDO Pittsburg County
1002 Highway 2 North 115 East Carl Albert Parkway, Suite 100
Wilburton, OK 74578 McAlester, OK 74501

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

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO SUBCONTRACTOR

Kim Rose
Signature

Charlie Rogers
Signature

Kim Rose, Executive Director
Typed or Printed Name and Title

Charlie Rogers, Base Chairman
Typed or Printed Name and Title

January 30, 2025
Date

2/18/2025
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2025**. Projects not under construction by **September 1, 2025**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2026**.

2. MODIFICATION (AMENDMENT)

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

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

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

4. SUBCONTRACTOR

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

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

5. EMPLOYEE BENEFITS

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

6. CERTIFICATIONS BY SUBCONTRACTOR

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

B. The Subcontractor specifically certifies and assures that:

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

7. HOLD HARMLESS CLAUSE

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

8. POLITICAL ACTIVITY

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

9. PAYMENTS TO COMPANIES

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

10. NO-CONFLICT COVENANT

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

11. COMPENSATION TO CONTRACTOR

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

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

12. TRAVEL AND PER DIEM

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

13. PROCUREMENT

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

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

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

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

15. CLOSING OUT OF PERIOD FUNDED

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

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

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

16. INTERPRETATION REMEDIES

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

17. TERMINATION OR SUSPENSION

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY CLAUSE

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

CONTRACT NON-COLLUSION AFFIDAVIT

State of Oklahoma
County of Pittsburg *SS.

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

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

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

X [Signature], Chairman, REAP
NAME/TITLE

Subscribed and sworn before me this 18th day of February, 2025

X [Signature]
CLERK OR NOTARY PUBLIC

My commission expires: 10/23/27

SEAL



Part 1

SUBCONTRACT

Contract Title: Rural Economic Action Plan Funds

Subcontract Number: **2025 REAP Fund K9046-25**

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

Subcontractors: Pittsburg County/District #1-Adamson Road

Subcontractor Address: 115 E. Carl Albert Pkwy., Suite 100
McAlester, OK 74501

Subcontractor Telephone: 918-423-1338

Description of Project: Repair grade and drainage, prime and overlay approximately 2.75 miles on Adamson road beginning at Old Hwy. 31 and continuing east to intersection with Seven Devil's road. This project is in T5N R15E section 1 and T5N R16E sections 5 & 6 in Pittsburg County.

Amount: **\$208,363.65**

Source: Senate Bill 1125 of the 2nd session of the 59th Oklahoma Legislature (2024)

Funding Period: July 1, 2024 through June 30, 2025
Requisition Period: **March 1, 2025 through May 15, 2026**

Submit Requisitions to: Issue Payment to:
KEDDO Pittsburg County
1002 Highway 2 North 115 E. Carl Albert Pkwy., Suite 100
Wilburton, OK 74578 McAlester, OK 74501

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

SIGNATURES-EXECUTION OF SUBCONTRACT

KEDDO

Kim Rose
Signature

[Signature]
Signature

SUBCONTRACTOR

Kim Rose, Executive Director
Typed or Printed Name and Title

Charlie Rogers, Base Chairman
Typed or Printed Name and Title

January 30, 2025
Date

2/18/2025
Date

PART II - TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

- A. Payments pursuant to the contract are to be made only from monies made available to KEDDO through the Oklahoma Department of Commerce of the State of Oklahoma for the REAP program. Notwithstanding any other provisions, payments to the Contractor and Subcontractor by the Oklahoma Department of Commerce of the State of Oklahoma are subject to the availability of such funds, as determined by State action and/or law. The Oklahoma Department of Commerce of the State of Oklahoma may take any action necessary in accordance with such determination.
- B. All projects shall be started by **July 1, 2025**. Projects not under construction by **September 1, 2025**, are subject to be defunded with funds being awarded to alternate projects. Projects shall be closed out by **May 15, 2026**.

2. MODIFICATION (AMENDMENT)

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

3. THE KIAMICHI ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

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

4. SUBCONTRACTOR

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

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

5. EMPLOYEE BENEFITS

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

6. CERTIFICATIONS BY SUBCONTRACTOR

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

7. HOLD HARMLESS CLAUSE

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

8. POLITICAL ACTIVITY

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

9. PAYMENTS TO COMPANIES

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

10. NO-CONFLICT COVENANT

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

11. COMPENSATION TO CONTRACTOR

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

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

12. TRAVEL AND PER DIEM

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

13. PROCUREMENT

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

14. RECORDS, REPORTS, DOCUMENTATION

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

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

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

15. CLOSING OUT OF PERIOD FUNDED

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

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

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

16. INTERPRETATION REMEDIES

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

17. TERMINATION OR SUSPENSION

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

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY CLAUSE

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

CERTIFICATE OF AUTHORIZED SIGNATURES

I, Charlie Rogers, certify that I am the chief elected or appointed official of Pittsburg County.
Name of Organization (city/county)

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

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

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

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

CONTRACT SIGNATORIES
(Please Select Three)

Charlie Rogers, D1 Commissioner Signature
Mike Haynes, D2 Commissioner Mike Haynes Signature
Ross Selman, D3 Commissioner Ross Selman Signature

FISCAL SIGNATORIES
(Please Select Three)

Charlie Rogers, Boce Chairman Signature
Sandra Crumshaw, First Deputy Boce Signature
Leslie Gray, 2nd Deputy Boce Signature

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

STATE OF OKLAHOMA
COUNTY OF Pittsburg
Subscribed and sworn to before me this

18th day of February, 2025

Beth Sade
Notary Public (or Clerk or Judge)

[Signature]
(Signature - Chief Elected or Appointed Official)
Charlie Rogers, Boce Chairman
(Typed or Printed Name & Title)
2/18/2025
(Date)



MY COMMISSION EXPIRES 10/23/27

Pittsburg County, Oklahoma
Lease Purchase Agreement

This agreement is made this day of **February 18, 2025**, by and between the **Pittsburg County, Oklahoma**, designated as the Lessee and **YellowHouse Machinery Co.**, 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>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2025 JOHN DEER	772G	MOTOR GRADER S/R: 1DW772GPKSF720821	\$407,125.36	\$407,125.36	

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 **\$4,591.60** 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, plus one final option to renew this lease for a period of **9** 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 the 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 the 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 its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor or Lessee's intent to purchase accompanied by a single, final payment of the amount equal to the remaining unpaid principal and interest balance due under the terms of this agreement. (If 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 reference). 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 antitrust laws of the United States or of any State regarding the Equipment purchased under the terms of his 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 the respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintained fire and extended coverage casualty insurance covering the Equipment from time to 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 judgement against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by 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 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 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 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 be appropriated to make the payments required under the terms of the 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 regard to the 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 the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event 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 the Pittsburg County, State of Oklahoma.

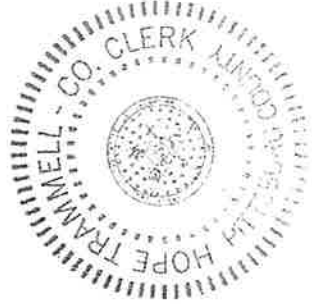
Approved by the Board of County Commissioners at
Pittsburg County, Oklahoma


Charlie Rogers, District #1


Mike Haynes, District #2


Ross Selman, District #3

FOR THE LESSOR: Local Bank



Attest: 

W-9

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Local Bank

2 Business name/disregarded entity name, if different from above

See Specific Instructions on page 2

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

5 Address (number, street, and apt. or suite no.) See instructions.

385 E Main

6 City, state, and ZIP code

Hulbert, OK 74441

7 List account number(s) here (optional)

Requester's name and address (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-							

OR

Employer identification number

7	3	-	0	2	4	2	1	6	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Murphy Roby

Date ▶

11/24/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

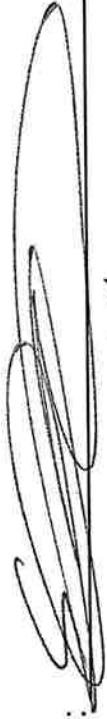
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated February 18, 2025, 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: Chuck Sullivan
Printed Name

By: 
Title: District Attorney
Date: 2/18/25

SCHEDULE OF RENTAL PAYMENTS

This Schedule is executed by YellowHouse Machinery Co. ("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 February 18, 2025 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Pittsburg County

PAYMENT SCHEDULE: See Attached Amortization Schedule
RATE: 4.90%

See Attached Amortization Schedule

Lessee is obligated to only pay such rental payments under this agreement as may lawfully be made from funds budgeted and appropriated for the purpose during Lessees 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, County Commissioner

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

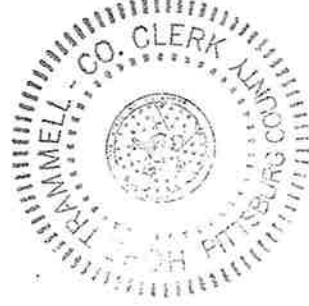
1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma, and the Lease is being issued by Lessee in calendar year **2024-2025**.
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 **2024-2025** as qualified tax-exempt obligations. Lessee reasonably anticipates 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 **2024-2025** 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 **February 18, 2025**.

Lessee: **Pittsburg County**

By: 
Ross Selman, County Commissioner

Attest: 



Rate: 4.9% Payment: \$4,591.60 Term: 61 APR: 4.895485%
 Interest: \$77,655.49 Credit Life: \$0.00 A/H: \$0.00

Original Balance: \$407,425.36

Amortization Schedule

Date	Number	MOB	Interest	Principal	Payment	Balance
03/18/2025	1	\$0.00	\$1,531.47	\$3,060.13	\$4,591.60	\$404,365.23
04/18/2025	2	\$0.00	\$1,682.82	\$2,908.78	\$4,591.60	\$401,456.45
05/18/2025	3	\$0.00	\$1,616.82	\$2,974.78	\$4,591.60	\$398,481.67
06/18/2025	4	\$0.00	\$1,658.34	\$2,933.26	\$4,591.60	\$395,548.41
07/18/2025	5	\$0.00	\$1,593.03	\$2,998.57	\$4,591.60	\$392,549.84
08/18/2025	6	\$0.00	\$1,633.65	\$2,957.95	\$4,591.60	\$389,591.89
09/18/2025	7	\$0.00	\$1,621.34	\$2,970.26	\$4,591.60	\$386,621.63
10/18/2025	8	\$0.00	\$1,557.08	\$3,034.52	\$4,591.60	\$383,587.11
11/18/2025	9	\$0.00	\$1,596.35	\$2,995.25	\$4,591.60	\$380,591.86
12/18/2025	10	\$0.00	\$1,532.79	\$3,058.81	\$4,591.60	\$377,533.05
Year 2025		\$0.00	\$16,023.69	\$29,892.31	\$45,916.00	
01/18/2026	11	\$0.00	\$1,571.16	\$3,020.44	\$4,591.60	\$374,512.61
02/18/2026	12	\$0.00	\$1,558.59	\$3,033.01	\$4,591.60	\$371,479.60
03/18/2026	13	\$0.00	\$1,396.36	\$3,195.24	\$4,591.60	\$368,284.36
04/18/2026	14	\$0.00	\$1,532.67	\$3,058.93	\$4,591.60	\$365,225.43
05/18/2026	15	\$0.00	\$1,470.91	\$3,120.69	\$4,591.60	\$362,104.74
06/18/2026	16	\$0.00	\$1,506.95	\$3,084.65	\$4,591.60	\$359,020.09
07/18/2026	17	\$0.00	\$1,445.92	\$3,145.68	\$4,591.60	\$355,874.41
08/18/2026	18	\$0.00	\$1,481.02	\$3,110.58	\$4,591.60	\$352,763.83
09/18/2026	19	\$0.00	\$1,468.08	\$3,123.52	\$4,591.60	\$349,640.31
10/18/2026	20	\$0.00	\$1,408.14	\$3,183.46	\$4,591.60	\$346,456.85

Date	Number	MOB	Interest	Principal	Payment	Balance
11/18/2026	21	\$0.00	\$1,441.83	\$3,149.77	\$4,591.60	\$343,307.08
12/18/2026	22	\$0.00	\$1,382.63	\$3,208.97	\$4,591.60	\$340,098.11
Year 2026		\$0.00	\$17,664.26	\$37,434.94	\$55,099.20	
01/18/2027	23	\$0.00	\$1,415.37	\$3,176.23	\$4,591.60	\$336,921.88
02/18/2027	24	\$0.00	\$1,402.15	\$3,189.45	\$4,591.60	\$333,732.43
03/18/2027	25	\$0.00	\$1,254.47	\$3,337.13	\$4,591.60	\$330,395.30
04/18/2027	26	\$0.00	\$1,374.99	\$3,216.61	\$4,591.60	\$327,178.69
05/18/2027	27	\$0.00	\$1,317.68	\$3,273.92	\$4,591.60	\$323,904.77
06/18/2027	28	\$0.00	\$1,347.98	\$3,243.62	\$4,591.60	\$320,661.15
07/18/2027	29	\$0.00	\$1,291.43	\$3,300.17	\$4,591.60	\$317,360.98
08/18/2027	30	\$0.00	\$1,320.74	\$3,270.86	\$4,591.60	\$314,090.12
09/18/2027	31	\$0.00	\$1,307.13	\$3,284.47	\$4,591.60	\$310,805.65
10/18/2027	32	\$0.00	\$1,251.74	\$3,339.86	\$4,591.60	\$307,465.79
11/18/2027	33	\$0.00	\$1,279.56	\$3,312.04	\$4,591.60	\$304,153.75
12/18/2027	34	\$0.00	\$1,224.95	\$3,366.65	\$4,591.60	\$300,787.10
Year 2027		\$0.00	\$15,788.19	\$39,311.01	\$55,099.20	
01/18/2028	35	\$0.00	\$1,251.77	\$3,339.83	\$4,591.60	\$297,447.27
02/18/2028	36	\$0.00	\$1,237.87	\$3,353.73	\$4,591.60	\$294,093.54
03/18/2028	37	\$0.00	\$1,144.95	\$3,446.65	\$4,591.60	\$290,646.89
04/18/2028	38	\$0.00	\$1,209.57	\$3,382.03	\$4,591.60	\$287,264.86
05/18/2028	39	\$0.00	\$1,156.93	\$3,434.67	\$4,591.60	\$283,830.19
06/18/2028	40	\$0.00	\$1,181.20	\$3,410.40	\$4,591.60	\$280,419.79
07/18/2028	41	\$0.00	\$1,129.36	\$3,462.24	\$4,591.60	\$276,957.55
08/18/2028	42	\$0.00	\$1,152.60	\$3,439.00	\$4,591.60	\$273,518.55
09/18/2028	43	\$0.00	\$1,138.29	\$3,453.31	\$4,591.60	\$270,065.24
10/18/2028	44	\$0.00	\$1,087.66	\$3,503.94	\$4,591.60	\$266,561.30
11/18/2028	45	\$0.00	\$1,109.33	\$3,482.27	\$4,591.60	\$263,079.03
12/18/2028	46	\$0.00	\$1,059.52	\$3,532.08	\$4,591.60	\$259,546.95
Year 2028		\$0.00	\$13,859.05	\$41,240.15	\$55,099.20	

Date	Number	MOB	Interest	Principal	Payment	Balance
01/18/2029	47	\$0.00	\$1,080.14	\$3,511.46	\$4,591.60	\$256,035.49
02/18/2029	48	\$0.00	\$1,065.53	\$3,526.07	\$4,591.60	\$252,509.42
03/18/2029	49	\$0.00	\$949.16	\$3,642.44	\$4,591.60	\$248,866.98
04/18/2029	50	\$0.00	\$1,035.70	\$3,555.90	\$4,591.60	\$245,311.08
05/18/2029	51	\$0.00	\$987.97	\$3,603.63	\$4,591.60	\$241,707.45
06/18/2029	52	\$0.00	\$1,005.90	\$3,585.70	\$4,591.60	\$238,121.75
07/18/2029	53	\$0.00	\$959.01	\$3,632.59	\$4,591.60	\$234,489.16
08/18/2029	54	\$0.00	\$975.86	\$3,615.74	\$4,591.60	\$230,873.42
09/18/2029	55	\$0.00	\$960.81	\$3,630.79	\$4,591.60	\$227,242.63
10/18/2029	56	\$0.00	\$915.20	\$3,676.40	\$4,591.60	\$223,566.23
11/18/2029	57	\$0.00	\$930.40	\$3,661.20	\$4,591.60	\$219,905.03
12/18/2029	58	\$0.00	\$885.64	\$3,705.96	\$4,591.60	\$216,199.07
Year 2029		\$0.00	\$11,751.32	\$43,347.88	\$55,099.20	
01/18/2030	59	\$0.00	\$899.74	\$3,691.86	\$4,591.60	\$212,507.21
02/18/2030	60	\$0.00	\$884.38	\$3,707.22	\$4,591.60	\$208,799.99
03/18/2030	61	\$0.00	\$784.86	\$208,799.99	\$209,584.85	\$0.00
Year 2030		\$0.00	\$2,568.98	\$216,199.07	\$218,768.05	
Grand Total		\$0.00	\$77,655.49	\$407,425.36	\$485,080.85	

February 18, 2025

Pittsburg County

Po Box

McAlester, OK

Re: Lease Purchase Agreement For Equipment dated February 18, 2025, between YellowHouse Machinery Co., Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that YellowHouse Machinery Co. has assigned and transferred to Local 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:

Local Bank
PO Box 660
Tahlequah, OK 74465

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

Sincerely,

Local Bank

By: Daniel Miller

ACKNOWLEDGED:

BY: 
Ross Selman, County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this February 18, 2025, by and between YellowHouse Machinery Co. (herein "Assignor") and Local 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 follow:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated February 18, 2025 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 follow:
 - 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: YellowHouse Machinery Co.

ASSIGNEE: Local Bank

BY: _____

BY: _____

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for the Pittsburg County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated February 18, 2025 (the "Lease"), by and between YellowHouse Machinery Co., ("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 March 18, 2025, and the 18th 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 each 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: 2025 John Deere 772G Motor Grader VIN# 1DW772GPKSF720821

DATED: February 18, 2025

BY: 

Ross Selman, County Commissioner

Form 8038-GC

(Rev. October 2021) Department of the Treasury Internal Revenue Service

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

Under Internal Revenue Code section 149(e) Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G. Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

1 Issuer's name: Pittsburg County Board of County Commissioners; 2 Issuer's employer identification number (EIN): 73-6006407

3 Number and street (or P.O. box if mail isn't delivered to street address): PO Box 3304

4 City, town, or post office, state, and ZIP code: McAlester, Oklahoma 74502

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information: Bobbi Hartsfield

Part II Description of Obligations

Table with 3 columns: Description of Obligations, Check one box (Single issue, Consolidated return), and Amount. Includes rows for vehicles, office equipment, real property, bank loans, and other obligations.

13 Vendor's or bank's employer identification number: 73-0242160

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(s) that I have authorized above.

Signature and consent form with fields for Preparer's name, Date, Signature of issuer's authorized representative, and Firm's name/address.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

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

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC. Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds. Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000. An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later. Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year. Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

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

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

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

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

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

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

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

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

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

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

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

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

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

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

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 1411(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances).

Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

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

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

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

Specific Instructions

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

Part I—Reporting Authority

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

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

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

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

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

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

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

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

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

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

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

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

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

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

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

Paperwork Reduction Act Notice

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

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

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

Form 8038-GC

(Rev. October 2021) Department of the Treasury Internal Revenue Service

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

Under Internal Revenue Code section 149(e) Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G. Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority

1 Issuer's name Pittsburg County Board of County Commissioners 2 Issuer's employer identification number (EIN) 73-6006407 Check box if Amended Return

3 Number and street (or P.O. box if mail isn't delivered to street address) PO Box 3304 Room/suite

4 City, town, or post office, state, and ZIP code McAlester, Oklahoma 74502 5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Bobbi Hartsfield 7 Telephone number of officer or legal representative 918-423-1338

Part II Description of Obligations Check one box: Single issue Consolidated return

Table with 9 columns (8a-8j) and 9 rows (8a-9k) for describing obligations. Includes fields for issue price, date, amount, and consolidated return status.

10 If the issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)
12 Vendor's or bank's name: Local Bank
13 Vendor's or bank's employer identification number: 73-0242160

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(s) that I have authorized above.

Signature of issuer's authorized representative (Handwritten signature) Date Preparer's signature Date

Paid Preparer Use Only Print/Type preparer's name Date Firm's name Firm's EIN Firm's address Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

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

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC. Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds. Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000. An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

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

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

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

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

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

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

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

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.

- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

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

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

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

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

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

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

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

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

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

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances).

Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

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

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

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

Specific Instructions

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

Part I—Reporting Authority

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

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

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

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

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

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

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

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

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

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

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

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

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

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

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

Paperwork Reduction Act Notice

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

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The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

LOANS

Calculators Quick Quote Quick Launch

Reports

Admin

Help

Navigation

- Interfaces
- Loans In Process
- Notice of Action
- Commercial Letter of Credit
- ARM/HE Disclosures
- Quick Quote

Quick Quote

Loan Proceeds	\$407,125.36	Interest Rate	4.900000%
Amortization Payments	0	Payment Frequency	1 Month
Forced Payment Amt.	\$4,591.6	Payment Code	Interest Include
Balloon Term	61	Interest Base	Actual/365
Start Date	2/18/2025	Financed Fees	\$300
First Payment Date	3/18/2025	APR Fees	\$0
Maturity Date		Insurance	
Organization Policy			
Additional Comments for Amortization			

Amortization Calculate Clear

Calculations (Estimated)

Loan Amount	\$407,425.36	Financed Fees	\$300.00
Amount Financed	\$407,425.36		
Finance Charge	\$77,655.49		
Total Loan	\$485,080.85		
Maturity Date	3/18/2030		
Payment Amount	60 Payments @ \$4,591.60	APR	4.895485%
Final Payment	\$209,584.85		

REPURCHASE AGREEMENT


CUSTOMER:
PITTSBURG CO DIST 3
1906 NTH 15TH ST
MCALESTR OK 74501

DEALER:
Yellowhouse Machinery Co.
6325 HWY 270
MCALESTER OK

MAKE/MODEL: 2025 JOHN DEERE 772GP MOTOR GRADER **DELIVERY DATE: 02-18-2025**
S/N: 1DW772GPKSF720821 **HOURS AT DELIVERY: 5**
INITIAL PURCHASE PRICE: \$407,125.36
REPURCHASE OPTION PRICE: 5 YEAR, 6,000 HOURS, \$209,584.00 EA Expiration Date: UPON THE 60TH
MONTH LEASE PURCHASE PAYMENT TERMINATION

Re: Sourcewell 772GP Motor Grader)
Provisions for Buyback or Lease Return on above contract beginning on Feb 18th, 2025 for New Motor Grader

- 1.) Customer (PITTSBURG, County) will.
 - a.) Maintain Machine as Directed by operators manual.
 - b.) Be responsible for-
 - 1.) Rubber (Wipers, Engine-belts, Hydraulic Hoses).
 - 2.) Ground Engaging Tools (Cutting Edges, Teeth).
 - 3.) Glass, Lights, Bulbs, Batteries, Mirrors, & Fuses.
 - 4.) **Must Use John Deere Filters, Parts, & Recommended Oil.**
 - 5.) Must keep complete service Records.
 - c.) Be Limited to 6,0000 hours of usage.
 - d.) Return machine with lights, glass & mirrors intact working & unbroken
 - e.) Return machine with no sheet metal damage, broken, or Missing bolts.
 - f.) Return machine with new ground engaging tools (Cutting Edges, Teeth).
 - g.) Return machine with new tires of the same brand, tread design, ply rating, and/or style as originally equipped.
 - h.) The Machine will be covered with all risk insurance coverage and will name the dealer and assignee as loss payee. Vendor and assignee will retain a copy of the insurance endorsement.
 - i.) The County will also be responsible for any repairs due to abuse, accident, neglect or acts of GOD.
- 2.) Dealer agrees to accept return from Customer, upon Customer's written request by certified mail no later than 30 days prior to the expiration of this Agreement, the equipment identified above, at hours use indicated above (excluding hours at delivery) or the Expiration Date shown above, whichever occurs first, provided Customer has fulfilled all of the obligations set forth herein, and provided the equipment is delivered to Dealer free and clear of any lien, security interest, or other interest or claim of any third party.
- 3.) If Customer requests return within the time provided above and has fulfilled all obligations set forth above, Dealer will perform a final inspection of the equipment and furnish to Customer a report of its findings. Customer agrees to repair or have repaired any deficiencies identified in the report, at Customer's expense, except to the extent they are covered by warranty.
- 4.) If any of the provisions listed above are not fully met, the Repurchase option is null and void, leaving dealer released of all obligations to repurchase machine. Dealer also is relieved of its obligations hereunder if the equipment is altered or modified in ways not approved by the manufacturer, or if its hour meter is rendered inoperative or otherwise tampered with.
- 5.) These provisions shall become a binding part of the bid, if we are awarded the contract. Please sign below for acceptance.
- 6.) Customer may not assign its rights under this Agreement.

SIGNED: 
Customer: PITTSBURG County Dealer: Yellowhouse Machinery Co.
Title: **D.B. Commissioner** Title: Territory Manager
Date: 2/18/2025 Date: _____



PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
PITTSBURG COUNTY DIST 3

STREET or RR
1906 NTH 15TH ST

CITY STATE ZIP CODE COUNTY
MCALISTER OK 74501 PITTSBURG

PHONE NUMBER EMAIL ADDRESS
918-423-1405

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Dealer Account No. :
Yellowhouse Machinery Co. 177489

STREET or RR
6325 US Hwy 270

CITY STATE ZIP CODE Phone Number
McAlester OK 74501 918-423-2555

Date Of Order:
Feb 13, 2025

Dealer Order No.:
17136648

TYPE OF SALE:
 CASH LEASE TIME SALE

PURCHASER TYPE: MARKET USE CODE:
4 Use County 49 Highways & Streets

Add Purchaser to Mailing List (Check One or More)

Construction CCE Utility Forestry Government

PURCHASER IS: Purchaser Acct.:

Business Individual

SOCIAL SECURITY IRS TAX ID NO EIN

NO.:

EXTENDED WARRANTY IS: Accept Decline **LOCATION OF FIRST WORKING USE :** Use State/Province COUNTY CODE
 (Initials) (Initials)
7/2000 **Use County PITTSBURG** **OK 121**

Ultimate Uptime Package Purchase: Yes No

QTY	DESCRIPTION	Hours of Use	Delivered Cash Price
1	2025 JOHN DEERE 772G MOTOR GRADER with 6WD Stock # 84567	3	\$ 407,125.36
+ John Deere Extended Warranty : 72mo/8000 hr in house comp			\$ 0.00
(1) TOTAL CASH PRICE			\$ 407,125.36

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
				(2) TOTAL TRADE-IN ALLOWANCE \$ 0.00
				(3) TOTAL TRADE-IN PAY-OFF \$ 0.00
				(4) BALANCE \$ 407,125.36
				(5) SUBTOTAL \$ 407,125.36
				(6) RENTAL APPLIED \$ 0.00
				(7) CASH WITH ORDER \$ 0.00
				(8) BALANCE DUE (5-(6 & 7) \$ 407,125.36



**Customer Purchase Agreement/Commitment to Lease for PA#
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

1U073703
Original
Customer Name: PITTSBURG COUNTY DIST 3

Quote ID: 32328718

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, or or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/offroadiesel/offroadiesel.htm>.


IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

TELEMATICS: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLINK™ connectivity service, may be enabled from your local John Deere Operations Center or JDLINK website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials)

and understands its terms and conditions.

Purchaser (First Signer)	PITTSBURG COUNTY DIST 3		Signature	<input type="text"/>	Date
Purchaser (Second Signer)	<input type="text"/>	<input type="text"/>	Signature	<input type="text"/>	Date
Dealer Representative	Yellowhouse Machinery Co.	<input type="text"/>	Signature	<input type="text"/>	Date
Salesperson	DRAKE, MATTHEW C	<input type="text"/>	Signature	<input type="text"/>	Date

DELIVERY ACKNOWLEDGEMENT Delivered with Operator's Manual On: Purchaser Signature





JOHN DEERE

**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, COMPACT CONSTRUCTION (CCE), FORESTRY AND UTILITY PRODUCTS
US & CANADA**

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** (Model year 2024 and newer) 12 months Full Machine Standard Warranty; 36 months or 10,000 hours (whichever comes first) StructurALL Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be

liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarfing and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.idlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



CANON FINANCIAL SERVICES, INC. (CFS)
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS' AGREEMENT NUMBER	2050219
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CUSTOMER (FULL LEGAL NAME) PITTSBURG COUNTY, OKLAHOMA		DBA PITTSBURG COUNTY TREASURER	
BILLING ADDRESS 115 E CARL ALBERT PKWY RM 2	CITY MCALESTER	COUNTY PITTSBURG	STATE OK
EQUIPMENT ADDRESS same as billing	CITY PITTSBURG	COUNTY PITTSBURG	STATE OK
		ZIP 74501	ZIP 74501
		PHONE (918) 423-6895	
		('Customer')	
TERM: 60 months	PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:		
EQUIPMENT INFORMATION			
Quantity	Serial Number	Make/Model/Description	NUMBER AND AMOUNT OF PAYMENTS Number of Payments
1	4PA08110	CANON IMR-4935I COPIER SYSTEM	60
			Total Payment *
			174.00

* Plus Applicable Taxes

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

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.		By: X <u></u> Title: <u>County Treasurer</u>	
By: _____	Printed Name: <u>Jennifer Hacker</u>	Email Address: _____	
Title: _____	By: X _____	Title: _____	
Date: _____	Printed Name: _____	Email Address: _____	

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

Signature: Printed Name: Jennifer Hacker Title (if any): County Treasurer Date: 2/18/2015

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUE OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 145(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

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

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

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

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

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

23. UCC - ARTICLE 2A; CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 308-522.

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

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

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

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

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





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

Agreement Addendum
PERSONAL PROPERTY TAX

CFS-1123 (08/12)

Agreement Number: **2050219**

Customer: PITTSBURG COUNTY, OKLAHOMA

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

- Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.
- This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: PITTSBURG COUNTY, OKLAHOMA
By: _____	By: <i>Jennifer Hubler</i>
Printed Name: _____	Printed Name: <i>Jennifer Hubler</i>
Title: _____	Title: <i>County Treasurer</i>
Date: _____	



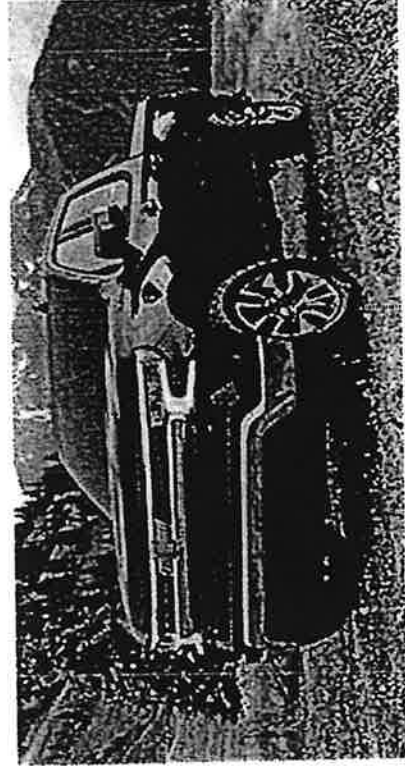
Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

007307

Pittsburg County

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ



Vehicle image may not represent exact specs



Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ

MSRP:\$61,000.00

Interior:Jet Black, Perforated leather-appointed front outboard seating positions

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10543	[Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ	\$61,000.00
OPTIONS		
1LZ	LTZ Preferred Equipment Group	\$0.00
A48	Window, power, rear sliding	\$0.00
A50	Seats, front bucket	\$0.00
AAK	LPO, All-weather floor liners, 1st and 2nd rows	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00
CGN	Chevytec spray-on bedliner, Black	\$1,590.00
CWM	Technology Package	
DRZ	Rear Camera Mirror, inside rearview auto-dimming	
FE9	Emissions, Federal requirements	\$0.00
GBA	Black	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1Y	Jet Black, Perforated leather-appointed front outboard seating positions	\$0.00
I0K	Audio system, Chevrolet Infotainment 3 Premium system	\$0.00
JHD	Hill Descent Control	Inc.
K47	Air filter, heavy-duty	Inc.
KA6	Seats, heated second row outboard seats	Inc.
KSG	Adaptive Cruise Control	Inc.

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Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHS	Transmission, 10-speed automatic	\$0.00
N10	Exhaust, dual with polished outlets	Inc.
NQH	Transfer case, two-speed	Inc.
NZZ	Skid Plates	Inc.
PCN	LTZ Convenience Package II	\$1,050.00
PDZ	Z71 Off-Road and Protection Package	\$1,990.00
QAE	Tires, 275/60R20SL all-terrain, blackwall	Inc.
QAQ	Tire, spare 255/80R17SL all-season, blackwall	Inc.
RHO	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Sterling Silver painted Aluminum	\$0.00
TUF	Badging, Texas Edition	\$0.00
UG1	Universal Home Remote	Inc.
UV6	Multicolor 15" Diagonal Head-Up Display	Inc.
UVN	Bed View Camera	Inc.
VQ2	Fleet Processing Option	\$0.00
Z71	Z71 Off-Road Package	Inc.
—	Option/package discount	(\$500.00)

SUBTOTAL	\$65,130.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$67,125.00

FUEL ECONOMY

Est City: 16 MPG
 Est Highway: 19 MPG
 Est Highway Cruising Range: 456.00 mi

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating: 3800 lbs
 Rear Gross Axle Weight Rating: 3800 lbs
 Gross Vehicle Weight Rating: 7100.00 lbs

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 Data Version: 24846. Data Updated: Feb 5, 2025 6:45:00 PM PST.



Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Selected Model and Options

MODEL	CODE	MODEL	MSRP
	CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" LTZ	\$61,000.00

COLORS

CODE	DESCRIPTION
GBA	Black

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHS	Transmission, 10-speed automatic with Electronic Transmission Range Selector, (ETRS), electronically controlled with overdrive, tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	\$0.00

GWWR

CODE	DESCRIPTION	MSRP
C5Y	GWWR, 7100 lbs. (3221 kg) (STD) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine without (NHT) Max Trailering Package.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Data Version: 24646. Data Updated: Feb 5, 2025 6:45:00 PM PST.



Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LZ	LTZ Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RHO	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Sterling Silver painted Aluminum (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QAE	Tires, 275/60R20SL all-terrain, blackwall (Includes (QAQ) spare tire.)	Inc.

SPARE TIRE

CODE	DESCRIPTION	MSRP
QAQ	Tire, spare 255/80R17SL all-season, blackwall (STD)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket with center console (STD) (Includes (EPH) Electronic Transmission Range Selector (console mounted).	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1Y	Jet Black, Perforated leather-appointed front outboard seating positions	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

RADIO	CODE	DESCRIPTION	MSRP
	IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	\$0.00

OPTION DISCOUNT	CODE	DESCRIPTION	MSRP
	---	Option/package discount (Requires (LZ0) Duramax 3.0L Turbo-Diesel I6 engine, (PDK) LTZ Premium Package, (PDY) LTZ Premium Texas Edition or (PDZ) Z71 Off-Road and Protection Package.) *DISCOUNT*	(\$500.00)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PDZ	Z71 Off-Road and Protection Package includes (Z71) Z71 Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates, (K47) heavy-duty air filter and Z71 hard badge (Requires 4WD model. Includes (QAE) 275/60R20 all-terrain, blackwall tires, (CGN) Chevytec spray-on bedliner and (AAK) All-weather Z71 floor liners, LPO. (AAK) All-weather Z71 floor liners, LPO may be upgraded to (BKF) Floor liners. Not available with (NHT) Max Trailering Package.) *GROSS*	\$1,990.00
CWM	Technology Package includes (DRZ) Rear Camera Mirror and (UV6) 15" Diagonal Head-Up Display (Includes (UVN) Bed View Camera. Requires (PCN) LTZ Convenience Package II, (PDK) LTZ Premium Package or (PDY) LTZ Premium Texas Edition. Not available with (RG7) Fleet LTZ Base Content Delete.)	\$1,590.00
PCN	LTZ Convenience Package II includes (A48) rear sliding power window, (UG1) Universal Home Remote, (KA6) Rear Heated Outboard Seats, and (KSG) Adaptive Cruise Control-Camera (Not available with (RG7) Fleet LTZ Base Content Delete.)	\$1,050.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires 4WD model. Includes Z71 hard badge, (N10) dual exhaust, (QAE) 275/60R20 all-terrain, blackwall tires and (NQH) 2-speed transfer case. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (NHT) Max Trailering Package or 22" wheels. With the (L87) 6.2L EcoTec3 V8 engine (NPP) Active Exhaust replaces (N10) Exhaust.)	Inc.

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Data Version: 24646. Data Updated: Feb 5, 2025 6:45:00 PM PST.



Cooper Fleet Services

Brandon Harley | (405)737-3389 | brandonharley@cooperfleet.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (L87) 6.2L EcoTec3 V8 engine.)	Inc.
K47	Air filter, heavy-duty (Included and only available with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.
NZZ	Skid Plates (Included and only available with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.
N10	Exhaust, dual with polished outlets (Included and only available with (Z71) Z71 Off-Road Package equipped with (L84) 5.3L EcoTec3 V8 engine or 4WD model equipped with (LZ0) Duramax 3.0 Turbo-Diesel 16.)	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package. Available with Ship Thru codes (A6T), (TW3), (VCO), (VDT), (V11), (VDJ), (VKZ), (VYC), (VYS), (WEZ) or (TFA).)	Inc.
TUF	Badging, Texas Edition (Included with (PDY) LTZ Premium Texas Edition. Only available to order by Dealers located in the states of Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
KA6	Seats, heated second row outboard seats (Included and only available with (PCN) LTZ Convenience Package II.)	Inc.
UV6	Multicolor 15" Diagonal Head-Up Display (Included and only available with (CWM) Technology Package.)	Inc.
A48	Window, power, rear sliding with rear defogger (Included and only available with (PCN) LTZ Convenience Package II.)	Inc.
UG1	Universal Home Remote (Included and only available with (PCN) LTZ Convenience Package II.)	Inc.
KSG	Adaptive Cruise Control (Included and only available with (PCN) LTZ Convenience Package II.)	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Included and only available with (CWM) Technology Package.)	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UVN	Bed View Camera camera in the CHMSL to show a view of the cargo bed, display located in infotainment screen (Included and only available with (CWM) Technology Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
AAK	LPO, All-weather floor liners, 1st and 2nd rows (includes Z71 logo on front mats), (Requires (Z71) Z71 Off-Road Package. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (RIA) All-weather floor liners, LPO.)	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQZ	Fleet Processing Option	\$0.00
Options Total		\$4,130.00

Standard Equipment

Package

Safety Package includes (UV2) HD Surround Vision, (UD5) Front and Rear Park Assist, (TRG) Trailer Camera Provisions, (UKV) Trailer Side Blind Zone Alert, (UFB) Rear Cross Traffic Braking, (UKK) Rear Pedestrian Alert and (U12) Perimeter Lighting (Includes (HS1) Safety Alert Seat. Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

LTZ Plus Package includes (PCZ) LTZ Convenience Package and (PQB) Safety Package (Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas. Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

LTZ Convenience Package includes (A50) bucket seats with (D07) center console, (K4C) Wireless Charging, (KQV) heated and ventilated front seats, (N38) Power Tilt/Telescoping steering column, (UCA) Bose Premium Sound System, and (UBC) 2 USB ports with auxiliary input

Mechanical

Durabed, pickup bed

Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (STD)

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Cooper Fleet Services

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Mechanical

Transmission, 10-speed automatic with Electronic Transmission Range Selector, (ETRS), electronically controlled with overdrive, tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

Rear axle, 3.23 ratio

GVWR, 7100 lbs. (3221 kg) (STD) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine without (NHT) Max Trailering Package.)

Push Button Start

Automatic Stop/Start

Shifter, Electronic Transmission Range Selector includes steering column paddle shifters (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler (Not available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)

Cooling, auxiliary external transmission oil cooler (Not available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine. Not available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailering Package.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, High Capacity

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 20" x 9" (50.8 cm x 22.9 cm) Sterling Silver painted Aluminum (STD)

Tires, 275/60R20 all-season, blackwall (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Exterior

- Tire, spare 255/80R17SL all-season, blackwall (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front chrome
- Bumper, rear chrome
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Wheelhouse liners, rear
- Headlamps, LED reflector (high intensity) with LED signature curtain Daytime Running Lamps and White tracer animation
- IntelliBeam, automatic high beam on/off
- Fog lamps, front, LED
- Lighting, perimeter
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob
- Taillamps, LED with signature, animation and incandescent reverse lights
- Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming puddle lamps, side perimeter lighting and memory
- Mirror caps, chrome
- Glass, deep-tinted
- Wipers, front rain-sensing
- Door handles, chrome
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, gate function power up/down with power lock and release (Not available with (QK2) Multi-Flex tailgate.)

Entertainment

- Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
- SiriusXM Trial Subscription

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Cooper Fleet Services

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Entertainment

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Bose Sound System, premium 7-speaker system with Richbass woofer (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket with center console (STD) (Includes (EPH) Electronic Transmission Range Selector (console mounted). Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Seat trim, Perforated leather-appointed front outboard seating positions

Seat adjuster, driver 10-way power including lumbar

Seat adjuster, passenger 10-way power including lumbar

Seating, heated driver and front outboard passenger

Seats, ventilated driver and front passenger (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Driver memory recalls driver "presets" for power driver seat and outside mirrors

Seat, Up-level Rear with Storage Package 60/40 folding bench for Crew Cab models, includes full-length bench seat, seatback storage on left and right side, center fold out armrest with 2 cupholders, full cab width under-seat storage, (includes child seat top tether anchor)

Center Console, floor-mounted with cup holders, Wireless Charging, power cord management, hanging file folder capability; includes removable storage tray (Includes (EPH) Electronic Transmission Range Selector (console mounted). Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

Steering wheel, wrapped

Steering wheel, heated

Steering wheel audio controls

Steering column, power tilt and telescoping (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Steering column lock, electrical

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Interior

Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express up/down

Windows, power rear, express down

Door locks, power

Remote vehicle starter system

Keyless Open and Start

Cruise control, electronic with set and resume speed, steering wheel-mounted

Theft-deterrent system, unauthorized entry

Wireless Charging (Not compatible with all phones. Compliant batteries include Qi and PMA technologies. Reference Mobile devices manual to confirm what type of battery it uses.)

Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)

USB Ports, 2, Charge/Data ports located on instrument panel

USB Ports, 2, Charge/Data ports located inside center console (Deleted when (RG7) Fleet LTZ Base Content Package Delete is ordered.)

USB ports, rear, dual, charge-only

Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet)

Air conditioning, dual-zone automatic climate control

Air vents, rear, heating/cooling

Defogger, rear-window electric

Mirror, inside rearview auto-dimming

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Rear Cross Traffic Braking (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (✓ Complete)

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger, Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Front and Rear Park Assist, ultrasonic (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

HD Surround Vision (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Trailer Camera Provisions (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Hitch Guidance with Hitch View

In-Vehicle Trailing App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module

Trailer Side Blind Zone Alert (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Pedestrian Alert (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Rear Seat Reminder

Rear Seat Belt Indicator

Safety Alert Seat (Deleted when (RG7) Fleet LTZ Base Content Delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LTZ (Complete)

Quote Worksheet

	MSRP
Base Price	\$61,000.00
Dest Charge	\$1,995.00
Total Options	\$4,130.00
Subtotal	\$67,125.00
State Contract SW0035	(\$3,900.00)
Dealer Discount	(\$2,925.00)
Subtotal Pre-Tax Adjustments	(\$6,825.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$60,300.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$60,300.00

Dealer Signature / Date

Customer Signature / Date

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2024TOW6106
WOODS WC
N 3970 RD

PERMIT# 25-013

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: Tall Oak Woodford, LLC
CONTACT: John Jeffreys / Selyna Parker EMAIL: john@redlandman.com - email Selyna to
ADDRESS: 910 Louisiana Street, Suite 4200 PHONE: 405 823 2511 John Jeffrey
832 608 6154 Selyna Parker

CITY: Houston STATE: TX ZIP CODE: 77002

CONSTRUCTION COMPANY NAME: TBD

CONTACT: Junior Bailey EMAIL: _____

ADDRESS: 910 Louisiana Street, Suite 4200 PHONE: 580 326 4768

CITY: Houston STATE: TX ZIP CODE: 77002

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

This permit is to erect, construct and maintain a Pipeline along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using natural Gas

LAT: N35.1049829 and Cross freeway route County Road Name
Beginning at LONG: W95.9841121 and Cross N 3970 RD

Approximately 1.481 feet feet miles south of Ragan RD / Co RD N3970 & Byington and ending at

LAT: N35.10496995 Embraced in Section 04 Township 07N Range 13E
LONG: W95.94765057

PIPELINES	ELECTRIC
SIZE <u>16"</u>	VOLTAGE _____
ALLOY/MATERIAL <u>Steel</u>	CONDUCTOR SIZE _____
WALL THICKNESS <u>.312</u>	TYPE OF STRUCTURE _____
CONTENTS <u>Natural Gas</u>	RULING SPAN _____
MFG. TEST PRESSURE _____	
MAX. OPERATING PRESSURE <u>285</u>	
WORKING PRESSURE <u>100</u>	
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS _____	DIAMETER OF CULVERT PIPE _____
GAUGE _____	LENGTH OF CULVERT PIPE _____
CABLE TYPE _____	

CASING SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

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

_____ Does _____ Does Not

Tawanna Cottle
Signature, Pittsburg County Floodplain Administrator

fall within any floodplain.

(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.
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: JEG

Initial: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

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: JEG

16. Any pipe or tinorns 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: JEG

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.

By: Tall Oak Woodford, LLC
John J. [Signature] Date 1/30/2025
Petitioner/Contractor Signature

Vice President, Deputy General Counsel Phone Number 852-930-7820
Title

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 18th day of February, 2025.

Pittsburg County District # 3

Company Check# 15 Date of Check 2/16/25 Amount of Check 1,000

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



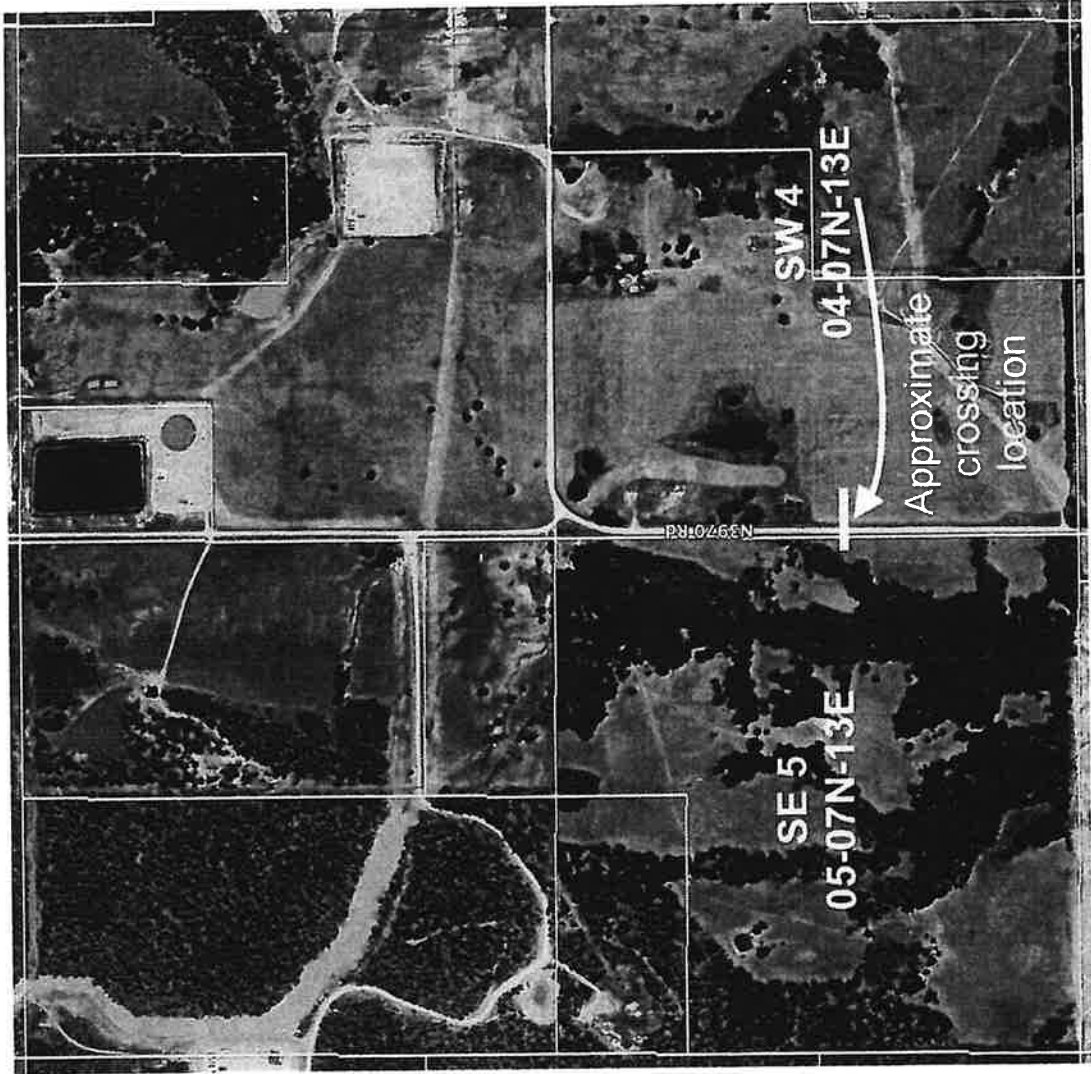
Chad R.
District 1 Commissioner

Mike Hayes
District 2 Commissioner

David L.
District 3 Commissioner

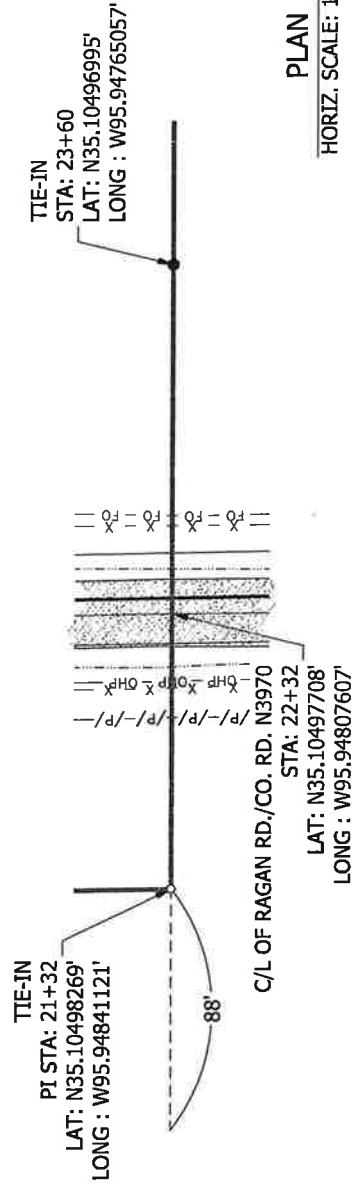
Hope Summell
County Clerk

Email the approved permit to:
john@redlandman.com
and
selyna.parker@summitmidstream.com



BEARINGS AND/OR COORDINATES ARE GRID
SPC, MAD 83, OKLAHOMA SOUTH

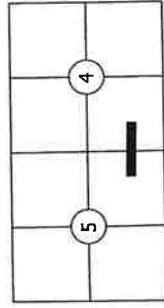
**SECTIONS 5 & 4,
T 07 N - R 13 E, I.M.,
PITTSBURG COUNTY, OKLAHOMA**



PLAN

HORIZ. SCALE: 1" = 70'

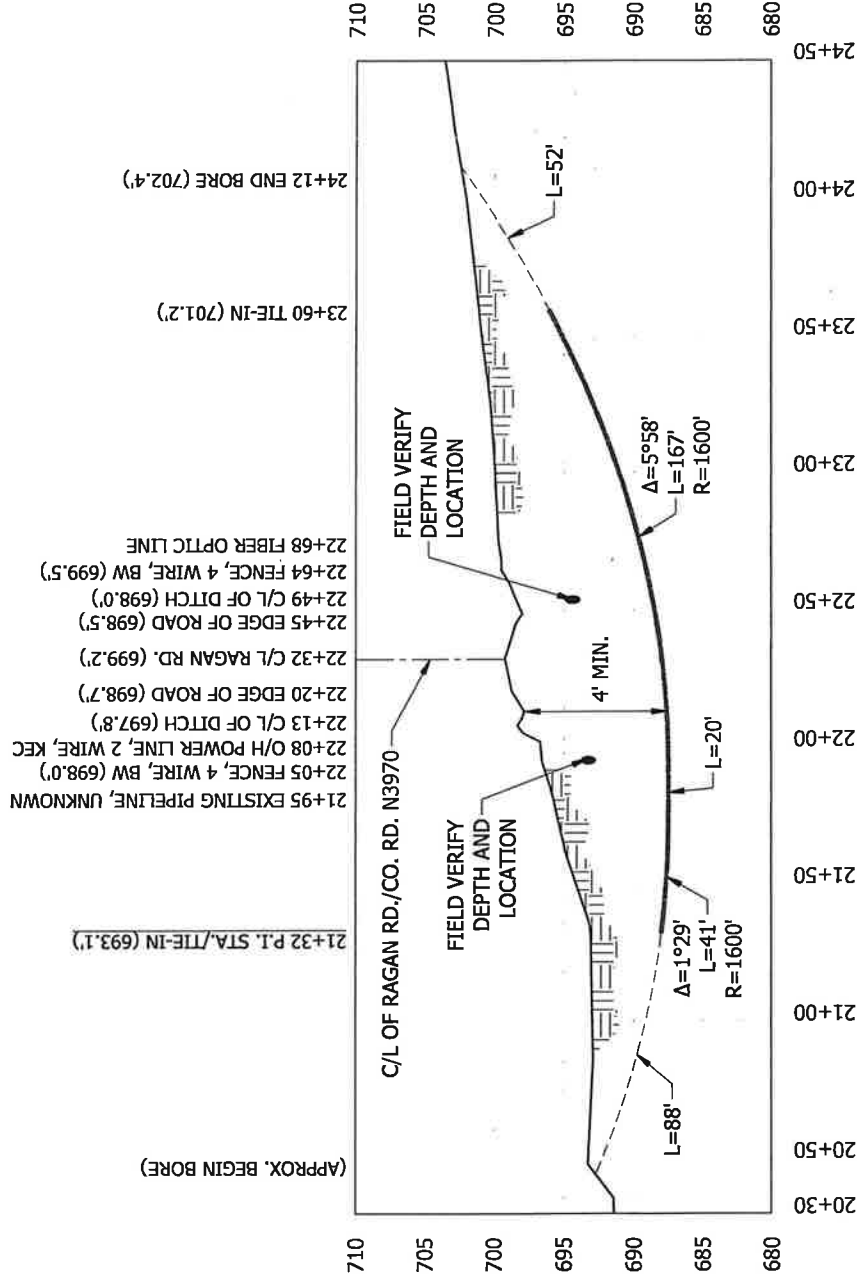
VICINITY MAP: N.T.S.



PLAN AND PROFILE SHOWING A PROPOSED SUMMIT PIPELINE CROSSING RAGAN RD./CO. RD. N3970 BEING 1481 FEET SOUTH OF RAGAN RD./CO. RD. N3970 AND BYINGTON SCHOOL RD. JCT. AND 1165 FEET NORTH OF THE APPROX. SE COR. SEC. 5, BETWEEN SECTIONS 4 AND 5, TWP 07N, R13E, PITTSBURG COUNTY, OKLAHOMA

PROFILE

HORIZ. SCALE: 1" = 70'
VERT. SCALE: 1" = 14'



WOODS WELLS CONNECT
16 O.D. X 0.312 W.T., X-52, W/14-16 MIL FBE & 30 MIL ARO
ENTRY TO EXIT TIE-IN TO TIE-IN
= 368'
= 228'



Gateway
Gateway Services Group, LLC

80 E. 5TH ST., STE 400
EDMOND, OK 73034
OFF: (405) 285-5884
FAX: (405) 285-5886
C.A. NO. 4893 (LS)
EXP. DATE 6-30-2026



EXHIBIT "A" PRELIMINARY

WOODS WELLS CONNECT
SECTIONS 5 & 4,
T 07 N - R 13 E, I.M.,
PITTSBURG COUNTY, OKLAHOMA
RAGAN RD./CO. RD. N3970 (22+32) CROSSING

DRAWN BY: CLC	DATE: 01/30/25	CHK'D: DXL
GATEWAY NO.: 25-0011-SM-WOODS-002.5	SCALE: AS-NOTED	
LINE NO.:	REV.:	DATE:

LEGEND

C/L PROPOSED RW	-P/-P/-P/-P/-P/-
EXISTING PIPELINE	-X-X-X-X-X-
FENCE	-FO-FO-FO-FO-
FIBER OPTIC LINE	-OHP-OHP-OHP-
OVERHEAD POWER	-W-W-W-W-
WATER LINE	-E-E-E-E-
UG POWER LINE	-E-E-E-E-

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

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

