

AGEND MEI NOTICE AND AR OF REGI

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

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2025 MAR 14 DEPUTY

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HOPE TRAMMELL, COUNTY PITTSBURG COUNTY

March 17, 2025 DATE: 9:00 A.M. TIME:

COUNTY COMMISSIONERS CONFERENCE ROOM PITTSBURG COUNTY COURTHOUSE PLACE:

115 EAST CARL ALBERT PARKWAY, ROOM 100B

MCALESTER, OKLAHOMA

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

AGENDA

- CALL MEETING TO ORDER
- CHARLIE ROGERS ROLL CALL d
- **ROSS SELMAN**

VICE-CHAIRMAN CHAIRMAN

MIKE HAYNES

MEMBER

- APPROVAL OF AGENDA 3
- APPROVE/DISAPPROVE MEETING MINUTES 4.
- A. Regular Meeting from March 10, 2025
- RECOGNITION OF GUESTS/PUBLIC COMMENTS 5

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

- OFFICIALS DEPARTMENT REPORT 9
- COUNTY CLERK Ä
- Tort Claim, Zachary Patton-BOCC
- Letter changing Receiving & Requisitioning Officers- Arrowhead VFD
- iii. Letter changing Receiving & Requisitioning Officers- Russellville VFD
- FISCAL TRANSACTIONS ~
- Claims and Purchase Orders Ä
- **Transfers** B.
- Monthly Reports

- D. Blanket Purchase Orders
- 8. UNFINISHED BUSINESS
- Award Bid No. 13, Swiftwater Gear Emergency Management
- Award Bid No. 14, One (1) 15.5 feet Rescue Boat & One (1) Mobile Line Deployment Kit В.
- Discussion, Consideration and Possible Action to Award Vendor for the Installation of Fire Hydrant – Indianola VFD
- Consideration and Possible Action regarding the building lease of the Pittsburg County Election Board Discussion, Ö.
- 9. AGENDA ITEMS
- Discussion, Consideration and Possible Action to Approve Lease Documents for One (1)Motor Grader- District 1 Ä
- Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Darlene Murphy and Pittsburg County District 2 B.
- the Crowder Senior Citizen Center through Rural Economic Action Plan (REAP) Grant Discussion, Consideration and Possible Action to Award Vendor to Replace Tile Floor at K9043-25 pursuant to the Oklahoma Public Competitive Bidding Act C.
- Resolution 25-237 to Remove items from Inventory- District 2 Ö.
- Resolution 25-238 to Remove items from Inventory-District 3 щ
- Resolution 25-239 to Remove item from Inventory- Sheriff's Department Ľ.
- Resolution 25-240 to Remove items from Inventory- District 1
- Resolution 25-241 to Advertise for One (1) or more used dozer- BOCC
- Resolution 25-242 to Advertise for One (1) UTV/Wildland fire apparatus- Krebs VFD
- J. Resolution 25-243 to Accept donation- Animal Shelter
- 10. ROAD CROSSING PERMITS

None.

11. NEW BUSINESS

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

- 12. 10:00 A.M. PUBLIC HEARINGS
- 13. 10:00 A.M. BID OPENINGS

None

14. RECESS/ADJOURNMENT

Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER MEETING MINUTES **MARCH 17, 2025**

Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:41 A.M., March 14, 2025. The Board of County Commissioners, Pittsburg County, met in regular session March 17, 2025 at 9:00 A.M., Meeting held in the County Commissioners

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

2. ROLL CALL: Roll was called.

Present Present Present Charlie Rogers Ross Selman

Mike Haynes

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. TORT CLAIM, ZACHARY PATTON - BOCC: Rogers read the tort claim.

ARROWHEAD VFD: Rogers read the changes to the requisition and receiving officers. ii. LETTER CHANGING RECEIVING & REQUISITIONING OFFICERS

iii. LETTER CHANGING RECEIVING & REQUISITIONING OFFICERS – RUSSELLVILLE VFD: Rogers read the changes to the requisitioning and receiving officers,

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.

Charlie Rogers AYE:

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None

D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Sheriff	8216		Custom Technologies
Sheriff	8217		Ben E Keith
District 3	8218	\$ 500.00	O'Reilly's
District 3	8219	\$2,000.00	Kiamichi Automotive
District 2	8220	\$1,500.00	Kiamichi Automotive
District 2	8221	\$3,000.00	Parrott Trucking
District 2	8222	\$7,500.00	Michael A Price
Fire Fighters Assoc	8224	\$4,000.00	Muskogee
0			Communications

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. AWARD BID NO. 13, SWIFTWATER GEAR – EMERGNCY MANAGEMENT: Leo Baughman stated that the bid should be awarded to All Hands Public Safety as the lowest bidder and that they did meet all the specifications. Rogers made a motion to award the bid to All Hands Public Safety; seconded by Selman.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

DEPLOYMENT KIT – **EMERGNCY MANAGEMENT:** Leo Baughman stated that the bid should be awarded to All Hands Public Safety as the lowest bidder and that they did meet all the specifications. Rogers made a motion to award the bid to All Hands Public Safety; seconded by B. AWARD BID NO. 14, ONE (1) 15.5 FEET RESCUE BOAT & ONE (1) MOBILE LINE Selman.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO AWARD VENDOR FOR THE INSTALLATION OF A FIRE HYDRANT – INDIANOLA VFD: The following quotes were received.

VENDOR	AMOUNT
Extreme Utility Services	\$5,775.00
Bolding Construction LLC	\$5,500.00
All About You Plumbing	\$6,650.00

Selman made a motion to award the project to Bolding Construction LLC; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

that we have not received the lease document. Selman stated that he has also been looking for other alternatives for leasing election board offices. Selman made a motion to table the item from D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION RERGARDING THE BUILDING LEASE OF THE PITTSBURG COUNTY ELECTION BOARD: Rogers stated the agenda; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

DOCUMENTS FOR ONE (1) MOTOR GRADER - DISTRICT 1: Rogers made a motion to A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE approve the lease documents; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

COUNTY DISTRICT 2: Rogers made a motion to table the item from the agenda; seconded by B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN DARLENE MURPHY AND PITTSBURG Selman.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

C. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO AWARD VENDOR TO REPLACE TILE FLOOR AT THE CROWDER SENIOR CITIZEN CENTER THROUGH RURAL ECONOMIC ACTION PLAN (REAP) GRANT K9043-25 PURSUANT TO THE OKLAHOMA PUBLIC COMPETITIVE BIDDING ACT: The following quotes were received.

VENDOR	AMOUNI
Murry Carpets	\$23,898.38
Mill Creek Carnet & Tile	\$20,119.00
Mission Carnet	\$28,197.77

Sandra Crenshaw stated that the only vendor that met the specifications is Murry Carpets. Selman made a motion to award the project to Murry Carpets as the best quote; seconded by Rogers.

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 25-237 TO REMOVE ITEMS FROM INVENTORY – DISTRICT 2:

Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
1998 Ford Oil Distributor	D2-302.66	1FDXF9OC8WVA29159
John Deere Tractor	D2-332.17	L06405H324392
Ingersoll-Rand Roller	D2-320.70C	149383
John Deere Brush Hog	D2-332.30	WOCX15E001199

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

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None,

Motion Passed.

E. RESOLUTION 25-238 TO REMOVE ITEMS FROM INVENTORY – DISTRICT 3: Rogers read the resolution stating the following items.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
2007 Peterbuilt Truck	D3-302.12D	1XPFDT9XX7D669717
2007 Truck/Tractor	D3-302.12E	2HSCNAPT07C396591
Kubota M1085 Tractor	D3-304.42H	50125
Caterpillar 236B Skid Steer	D3-343.50	0A9H01374
2005 Ranch End Dump Trailer D3-348.20C	D3-348.20C	L00819
ShopBuilt Dovetail Trailer	D3-348.28G	ARKAVTL0290451022
2011 Bomag Double Drum	D3-320.4E	91283
Roller		

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

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

F. RESOLUTION 25-239 TO REMOVE ITEM FROM INVENTORY – SHERIFF'S DEPARTMENT: Rogers read the resolution stating the following item.

DESCRIPTION	INVENTORY#	SERIAL/VIN#
2023 Polaris	482	4XARSU991P8055716

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

Charlie Rogers AYE:

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

G. RESOLUTION 25-240 TO RMOVE ITEMS FROM INVENTORY – DISTRICT 1:

Rogers read the resolution stating the following items.

172107
D1-417.3 N/A
D1-417.4 N/A
D1-420.3 TTP00446
D1-413.010 D141310
D1-413.011 D141311
D1-301.174 1FTFW1E52NKD04347
D1-301.168 1FTEW1E59JKF95841
D1-413.013 N/A
D1-316.1 N/A
D1-320.002 666SF1771
D1-438.1
D1-320.009 N/A
D1-417.001 190726
D1-320.009 D1-417.001

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

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

BOCC: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded H. RESOLUTION 25-241 TO ADVERTISE FOR INE (1) OR MORE USED DOZER by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

I. RESOLUTION 25-242 TO ADVERTISE FOR ONE (1) UTV/WILDLAND FIRE

APPARATUS - KREBS VFD: 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.

J. RESOLUTION 25-243 TO ACCEPT DONATION – ANIMAL SHELTER: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS: None.

11. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACXTION WITH RESPPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Leo Baughman gave a review of the wildland fires over the weekend.

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.

Charlie Rogers Ross Selman Mike Haynes AYE:

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account Fiscal Year: 2024-2025 Date Range: 03/17/2025 to 03/17/2025

5	Warrant No.	vendor name	Purpose	AIIIOUIII
Animal	Animal Shelter			
1316-1-8(1316-1-8020-2005			
006712	000464	H20 DEPOT	WATER & COOLER RENT	\$ 28.20
007340	000465	UNIFIRST CORP.	MAT MAINTENANCE	\$ 18.50
007881	000466	PRO KILL INC.	PEST CONTROL	\$ 80.00
007911	000467	CITY OF MCALESTER	MONTHLY SERVICE	\$ 928.66
008109	000468	CENTER, EWELL	VET SERVICES	\$ 700.00
007233	000469	BANK OF AMERICA	URNS	\$ 239.90
			Total: \$ 1 995 26	

ARPA 2021

	\$ 91,667.43	
	TEM	\$ 91,667.43
	SECURITY SYSTEM	Total:
	LINEV SYSTEMS US INC.	
000-4110	600000	
1566-1-2000-4110	005386	

Drug Court

	\$ 1,162.49	
		\$ 1,162.49
	INCENTIVES	Total:
	BANK OF AMERICA	
7206-1-1900-2005	000150	
7206-1-1	007341	

Econ Dev Trust

7603-4-0	7603-4-0500-2005			
006694	000376	H20 DEPOT	WATER & COOLER RENT	\$ 18.40
007545	000377	PRO KILL INC.	PEST CONTROL SERVIC	\$ 500.00
007734	000378	KAYS MEAT PROCESSING	CONCESSION SUPPLIES	\$ 360.00
296200	000379	GRAHAM AUCTIONEERS	STORAGE CONTAINER	\$ 200.00
008004	000380	STONE ELECTRIC	ELECTRICAL WORK	\$ 740.00
008017	000381	HATCHER, SONDRA	CONTRACT LABOR	\$ 310.00
008018	000382	HATCHER, KHLOE	CONTRACT LABOR	\$ 130.00
008019	000383	ADAMS, HANNAH	CONTRACT LABOR	\$ 90.00
00800	000384	ODELL, EMILY	CONTRACT LABOR	\$ 90.00
008021	000385	CARGILL, BAILEY	CONTRACT LABOR	\$ 92.50
008023	000386	TOWNSHEND, TONYA	CONTRACT LABOR	\$ 90.00
0.08027	000387	WILLIAMSON, MADISON	CONTRACT LABOR	\$ 90.00
008028	000388	SHORT, FAITH	CONTRACT LABOR	\$ 90.00
				0

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Dev Trust Dev Trust +0500-2005 HORDO-2005 000399 PENNINGTON, HALEY NICHOLE CONTRACT LABOR 000393 SHIREK, AMANDA CONTRACT LABOR 000394 SHIREK, AMANDA CONTRACT LABOR 000395 JOHNSON, MACKENZIE CONTRACT LABOR 000396 JOHNSON, MACKENZIE CONTRACT LABOR 000397 STACEY, MELINDA CONTRACT LABOR 000398 HERRINGSHAW WASTE MANAGEMEN MONTHLY SERVICE 000399 ATRI MOBILITY CONTRACT LABOR 000402 BANK OF AMERICA CONCESSION SUPPLIES 000403 BANK OF AMERICA CONCESSION SUPPLIES 2-2700-2005 CONCESSION SUPPLIES 000404 BANK OF AMERICA CONCESSION SUPPLIES 000404 BANK OF AMERICA CONCESSION SUPPLIES 2-2700-2005 JIFFY LUBE CONCESSION SUPPLIES 000199 OEMA LODGING 000199 OEMA LODGING 000199 OEMA LODGING 000209 BANK OF AMERICA OF OKLAH	Econ Dev Trust 7603-4-0500-2005 008029 000389 008032 000391 008033 000392 008034 000393 008035 000393 008036 000395 008037 000396 008038 000397 008042 000398 008134 000400 005109 000402 005109 000403 005109 000403 005507 000403	PENNINGTON, HALEY NICHOLE REDWAY, SHANNON EVANS, GAIL WILLIAMSON, ANGELA SHIRLEY, AMANDA JOHNSON, MACKENZIE JOHNSON, TABITHA HATCHER, RACHELLE STACEY, MELINDA HERRINGSHAW WASTE MANAGEMEN AT&T MOBILITY PEPSI-COI A ROTTI ING CO.	CONTRACT LABOR	
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HERRINGSHAW WASTE MANAGEMEN AT&T MOBILITY BEANK OF AMERICA GRAHAM AUCTIONEERS JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA OEMA DIAMOND TROPHY & ENGRAVING BANK OF AMERICA STORAGE CONTAINER Total: AT&T MOBILITY TOTAI: AT&T MOBILITY TOTAI: AT&T MOBILITY MONTHLY SERVICE CONCESSION SUPPLIES TOTAI: ATATIONEERS DIAMOND TROPHY & ENGRAVING BANK OF AMERICA DIAMOND TROPHY & ENGRAVING BANK OF AMERICA DANITORS BANK OF AMERICA TOOLS TOTAI TOTAI TOTAI TOTAI SWIFT WATER RESCUE DANITORS DANITORS DANITORS BANK OF AMERICA TOTAI TOTAI CONCESSION SUPPLIES ATATIONE MINUTES CONCESSION SUPPLIES TOTAI TOTAI TOTAI TOTAI TOTAI TOTAI CONCESSION MONITORS TOOLS CONCESSION MONITORS TOTAI TOTA	000398 000399 000400 000402 000403	HERRINGSHAW WASTE MANAGEMEN AT&T MOBILITY PEDSI-COLA ROTTI ING CO.	CONTRACT LABOR	\$ 50.00
MONTHLY SERVICE BANK OF AMERICA GRAHAM AUCTIONEERS JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA OEM	000399 000400 000402 000403	AT&T MOBILITY PEDSI-COLA ROTTI ING CO.	MONTHLY SERVICE	\$ 130.00
PEPSI-COLA BOTTLING CO. BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA GRAHAM AUCTIONEERS JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA LODGING OEMA OEMA DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE DIAMOND TROPHY & ENGRAVING BANK OF AMERICA CABLE ETC. Total: Total: Total: Total: Total: CONCESSION SUPPLIES FOUNTED SUPPLIES CONCESSION SUPPLIES Total: Total: Total: Total: CONCESSION SUPPLIES PHONE MINUTES PHONE EXPLIES PHONE EXPLIES PHONE EXPLIES OFFICE SUPPLIES TOTAL SWIFT WATER RESCUE SWIFT WATER RESCUE DIAMONITORS BANK OF AMERICA Total: Total: Total: SWIFT WATER RESCUE DIAMONITORS BANK OF AMERICA Total: SWIFT WATER RESCUE DIAMONITORS DIAMONIT	000400 000402 000403 000404	PEPSI-COI A BOTTI ING CO.	MONTHLY SERVICE	\$ 133.66
MANKAP MARRICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA CONCESSION SUPPLIES CONCE	000400 000402 000403 000404	TITYLE I A ROLLING CO.		¢ 0 202 53
BANK OF AMERICA BANK OF AMERICA CONCESSION SUPPLIES CONCEMA CONCESSION SUPPLIES CONCESSION SUPPLIES CONCESSION SUPPLIES CONCESSION SUPPLIES CONCESSION SUPPLIES CONCEMA CONCESSION SUPPLIES CONCEMA	000402 000403 000404			0
BANK OF AMERICA GRAHAM AUCTIONEERS JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA OE	000403 000404	BANK OF AMERICA	PHONE MINUTES	\$ 30.00
GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA DIAMOND TROPHY & ENGRAVING BANK OF AMERICA DAMONITORS BANK OF AMERICA DAMONITORS BANK OF AMERICA TOOLS CABLE ETC. TOTAIL SWIFT WATER RESCUE SWIFT WATER RESCUE	000404	BANK OF AMERICA	CONCESSION SUPPLIES	\$ 35.82
GRAHAM AUCTIONEERS GRAHAM AUCTIONEERS JIFFY LUBE LODGING LODGI		BANK OF AMERICA	CONCESSION SUPPLIES	\$ 192.13
GRAHAM AUCTIONEERS Total: Total: JIFFY LUBE OIL CHANGE ETC LODGING OEMA OEMA OEMA OEMA OEMA OEMA OEMA LODGING DETAIL SERVICE DIAMOND TROPHY & ENGRAVING STITES, MICAH DIAMOND TROPHY & ENGRAVING STITES, MICAH DIAMOND TROPHY & ENGRAVING STITES, MICAH DIAMOND TROPHY & ENGRAVING STATE MOBILITY MONTHLY SERVICE DEANIK OF AMERICA BANK OF AMERICA CABLE ETC. TOTAI: SWIFT WATER RESCUE	2		Total: \$ 13,713.74	
GRAHAM AUCTIONEERS Total: JIFFY LUBE OEMA DETAIL SERVICE DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE CO. OF OKLAHOMA STITES, MICAH DETAIL SERVICE PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE DEANK OF AMERICA BANK OF AMERICA CABLE ETC. TOOLS SWIFT WATER RESCUE				
GRAHAM AUCTIONEERS Total: JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA OE	.0500-4110		A	
JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA DIAMOND TROPHY & ENGRAVING BANK OF AMERICA TOOLS SWIFT WATER RESCUE	000401	GRAHAM AUCTIONEERS		\$ 4,000.00
JIFFY LUBE OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE BANK OF AMERICA SAMIFT WATER RESCUE SAMIFT WATER RESCUE			,	
JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. TOOLS CABLE ETC. TOOLS SWIFT WATER RESCUE	yency Mgmt			
JIFFY LUBE OEMA OEMA OEMA OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING DIAMOND TROPHY & ENGRAVING BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	2700-2005			
OEMA OEMA OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE BANK OF AMERICA CABLE ETC. Total: Total: SWIFT WATER RESCUE	0000		OH CHANGE ETC	\$ 276.23
DEMA OEMA OEMA OEMA OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. TOOLS CABLE ETC.	C61000			\$ 979 05
OEMA OEMA OEMA OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING PUBLIC SERVICE PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000196	OEMA	LODGING	
OEMA OEMA OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000197	OEMA	LODGING	\$ 3,966.20
OEMA STITES, MICAH DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000198	OEMA	PROGRAM SUPPLIES	\$ 810.00
STITES, MICAH DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000199	OEMA	LODGING	\$ 727.43
DIAMOND TROPHY & ENGRAVING AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000000	STITES, MICAH	DETAIL SERVICE	\$ 750.00
AT&T MOBILITY PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000203	DIAMOND TROPHY & ENGRAVING	PLAQUES	\$ 127.85
PUBLIC SERVICE CO. OF OKLAHOMA MONTHLY SERVICE BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA CABLE ETC. Total: CASCUE	00000	YEAR MOBILITY	MONTHLY SERVICE	\$ 763.70
BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000202		HOLLAND VIHTNOM	\$ 947.34
BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA CABLE ETC. Total: SWIFT WATER RESCUE	000203	PUBLIC SERVICE CO. OF ONLAHOWA		\$ 2 500 20
BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA CABLE ETC. Total: NMAP MARINE GROUP SWIFT WATER RESCUE	000202	BANK OF AMERICA		
BANK OF AMERICA MONITORS BANK OF AMERICA CABLE ETC. Total: INMAR MARINE GROLIP SWIFT WATER RESCUE	000200	BANK OF AMERICA	TELEVISION	\$ 697.00
BANK OF AMERICA CABLE ETC. Total: NAMAR MARINE GROUP SWIFT WATER RESCUE	000207	BANK OF AMERICA	MONITORS	\$ 526.00
BANK OF AMERICA Total: SWIFT WATER RESCUE	000208	BANK OF AMERICA	TOOLS	\$ 435.40
Total: NAMAD MARINE GROUP SWIFT WATER RESCUE	000200	BANK OF AMERICA	CABLE ETC.	\$ 256.49
GEORGIANIST STATES OF THE STAT			Total: \$ 13,792.89	
PLICAD HABINE CROIN	-2700-4110			
	000204	INMAR MARINE GROUP	SWIFT WATER RESCUE E	\$ 8,736.70

PO Warrant No.	Vendor Name	Purpose		Amount
Emergency Mgmt		Total:	\$ 8,736.70	
General				
0001-1-0100-2005 007742 003198 007942 003199 008178 003200 006664 003227	ADA PAPER COMPANY SERVICE OKLAHOMA EVANS, KRISTY BANK OF AMERICA	COPY PAPER TAG & TITLE TRANSCRIPTS OFFICE SUPPLIES Total:	\$ 253.22	\$ 65.35 \$ 46.00 \$ 26.50 \$ 115.37
0001-1-0800-2005 007919 003201 008049 003202 005969 003228	STAPLES ADVANTAGE CANON FINANCIAL SERVICES BANK OF AMERICA	TONER COPIER LEASE LODGING Total:	\$ 2,090.93	\$ 1,805.93 \$ 175.00 \$ 110.00
0001-1-1400-2005 007280 003229	BANK OF AMERICA	FILTERS ETC Total:	\$ 428.87	\$ 428.87
0001-1-1600-2005 007395 003203 007912 003204	STAPLES ADVANTAGE HAMPTON INN & SUITES	OFFICE SUPPLIES LODGING Total:	\$ 738.84	\$ 518.84
0001-1-1700-2005 007992 003205 006613 003230	AT&T MOBILITY BANK OF AMERICA	MONTHLY SERVICE MEASURING TOOL Total:	\$ 707.36	\$ 380.76 \$ 326.60
0001-1-2200-2005 008125 003206 008143 003207 007186 003231	AT&T MOBILITY MILLER OFFICE EQUIPMENT BANK OF AMERICA	MONTHLY SERVICE COPY OVERAGE OFFICE SUPPLIES Total:	\$ 771.11	\$ 140.43 \$ 109.25 \$ 521.43
0001-1-3300-2005 006296 003208 007406 003209 007738 003210 007916 003211	J & B SUPPLY INC UNIFIRST CORP. MIDWEST PRINTING UNIFIRST CORP.	HAIL GUARD FLOOR MATS AND ETC CHECKS FLOOR MATS AND ETC		\$ 1,384.00 \$ 32.55 \$ 912.97 \$ 21.68

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Amount	\$ 33,275.03	\$ 299.00 \$ 19.66 \$ 87.68 \$ 117.00 \$ 208.19 \$ 1,394.00 \$ 271.58 \$ 36.22 \$ 51.86	\$ 290.00 \$ 170.00 \$ 170.00	\$ 110.00	\$ 238.00	\$ 93,500.00	\$ 1,374.91
	\$ 33,275.03	\$ 2,796.35	\$ 630.00	\$ 110.00	\$ 238.00	\$ 93,500.00	\$ 1,374.91
Purpose	PERSONAL SERVICES Total: \$	TRAINING TB CHEST XRAY STAMP ETC. BACKPACKS FILTERS ETC CONTRACT SERVICES PROGRAM SUPPLIES BELTS MONTHLY SERVICE MONTHLY SERVICE	TRAVEL TRAVEL TRAVEL	LODGING Total:	TRAVEL Total:	vенісце Purchase Total:	MONTHLY SERVICE Total:
Vendor Name	OKLA. STATE DEPT. OF HEALTH	AHA! PROCESS INC. SAINT FRANCIS HEALTH SYSTEM AMAZON CAPITAL SERVICES INC. SECA AMAZON CAPITAL SERVICES INC. WITTKOPF, SHELLY AMAZON CAPITAL SERVICES INC. KIAMICHI AUTOMOTIVE WAREHOUSE AT&T MOBILITY AT&T MOBILITY	ROGERS, CHARLES W. LANHAM, BODDIE L. BEDFORD, BRIAN S.	BANK OF AMERICA	SELMAN, WILLIAM R.	GRAHAM AUCTIONEERS	AT&T MOBILITY
Warrant No.	Health 1216-3-5000-1110 008183 000278	1216-3-5000-2005 005150 000279 007258 000280 007417 000281 007701 000282 007721 000283 007721 000285 008010 000286 008011 000286	Highway 1102-6-4100-1310 008130 002211 008131 002212 008132 002213	1102-6-4200-2005 005986 002217	1102-6-4300-1310 008129 002214	1102-6-4300-4110 007972 002215	1102-6-6520-2005 008053 002216
9	Health 1216-3-5 008183	1216-3-5 005150 007258 007417 007505 007721 007926 008010 008011	Highway 1102-6-41 008130 008131 008132	1102-6- 005986	1102-6- 008129	1102-6- 007972	1102-6 .

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O	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8040-2005 008041 001935 008056 001936 007202 001976	40-2005 001935 001936 001976	HERRINGSHAW WASTE MANAGEMEN AT&T MOBILITY BANK OF AMERICA	MONTHLY SERVICE MONTHLY SERVICE OFFICE SUPPLIES Total: \$ 221.42	\$ 90.00 \$ 51.86 \$ 79.56
1313-6-8041-2005	44-2005			
006635	001937	HOLIDAY INN EXPRESS, ELK CITY	LODGING	\$ 990.00
006733	001938	COMDATA BATBIOT ALITO CROLIB	FUEL SOI ENOI D'REPAIR	\$ 2,084.15 \$ 2 714 12
007697	001939 001940	FAIRIOT ACTO GROOT RAM INC	FUEL	\$ 1,889.66
007871	001941	UNIFIRST FIRST AID CORP	FIRST AID SUPPLIES	\$ 211.91
007993	001942	JAMES SUPPLIES	OXYGEN/ACETYLENE	\$ 18.76
008044	001943	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 230.72
008045	001944	OTA PLALEPAY	OLL CHARGES MONTHLY SERVICE	\$ 358.25
000040	001949	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 158.95
008048	001947	AT&T MOBILITY	MONTHLY SERVICE	\$ 221.88
090800	001948	GOODWIN, BRENNEN	BRAKE CLEANER	\$ 254.20
008110	001949	AIRGAS	OXYGEN/ACETYLENE	\$ 218.67
008113	001950	DEFRANGE AUTO	SEAT COVERS	\$ 685.00
008118	001951	WELDON PARTS INC	LIGHTS ETC	\$ 307.56
008120	001952	TRUE VALUE HARTSHORNE	WASHERS	\$ 35.99
008124	001953	RAM INC	FUEL	\$ 3,048.02
008174	001954	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 121.30
008176	001955	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 44.58 6 64 43
008177	001956	PUBLIC SERVICE CO. OF OKLAHOMA	MONIALY SERVICE	⊕ 04.40 0.4.40
006661	001977	BANK OF AMERICA	Total: \$ 13,883.86	88.751 4
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	77			
1313-6-8041-4110	004067	SOUTH ALL MALLANDER SOUTH AND THE SOUTH AND	1 ISIH4/	\$ 70.000.00
006/00			Total: \$ 70,000.00	
1313-6-8042-2005)42-2005			
006334	001958	DOLESE	2 1/2" CRUSHER RUN	\$ 2,040.92
007604	001959	PRICE, MICHAEL A	RED GRAVEL	\$ 4,000.00
007611	001960	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,740.00
007788	001961	WARREN POWER & MACHINERY INC.	DOOR GLASS	\$ 869.70
001890	001962	GOODWIN, BRENNEN	SHOP SUPPLIES	# 88.95 8.340.00
906/00	001963	ADVANCED WORKZONE SERVICES LL	SERVICE CALL E.C.	4 5 196 84
007909	001964	RAM INC	CAUTION TAPE	
00000	200			0
				Page 6/11

Amount	\$ 370.45		\$ 5,999.60		\$ 1,932.00 \$ 1,800.00 \$ 212.14 \$ 3,944.14	\$ 4,900.00 \$ 4,900.00	\$ 212.14 \$ 212.14	\$ 145.66 \$ 308.44 \$ 25.00	\$ 1,505.54 \$ 9,987.84 \$ 212.14 \$ 11,705.52	\$ 6,000.00
Purpose	OFFICE SUPPLIES Total:		RECORD BOOKS Total:		LUMBER INSULATION PAGING SERVICE Total:	STORAGE CONTAINER Total:	PAGING SERVICE Total:	LIGHTS ETC CLAMPS ETC MONTHLY SERVICE Total:	FOAM CAMERAS ETC PAGING SERVICE Total:	PLUMBING REPAIRS
o. Vendor Name	BANK OF AMERICA		MIDWEST PRINTING		OKIE-MART THOMAS INSULATION PENGUIN MANAGEMENT INC.	DUECK CONTAINERS SALES & RENTA	PENGUIN MANAGEMENT INC.	WELDON PARTS INC WELDON PARTS INC RURAL WATER DIST #8	MYDER FIRE SUPPORT MYDER FIRE SUPPORT PENGUIN MANAGEMENT INC.	MIKES PLUMBING LLC
PO Warrant No. V	000002		000-2005 000072	re-ST	202-2005 000828 000829 000830	1321-2-8202-4110 007998 000831	1321-2-8203-2005 008181 000832	1321-2-8205-2005 006819 000833 007889 000834 008006 000835	1321-2-8206-2005 004687 000836 004894 000837 008122 000838	1321-2-8207-2005 008115
Po JUVENII	7212-1-1900-2005 007995 000002	RM&P	1209-1-1000-2005 006826 000072	Rural Fire-ST	1321-2-8202-2005 007997 000828 007999 000829	1321-2-8 2	1321-2-8 ; 008181	1321-2-8 : 006819 007889 008006	1321-2-8 004687 004894 008122	1321-2-8 008115

0	Warrant No.	Vendor Name	Purpose		Amount
Rural Fire-ST	e-ST				
1321-2-8207-2005 008116 000840 008117 000841 008169 000842	000840 000841 000842 000843	PENGUIN MANAGEMENT INC. CANADIAN VALLEY TELEPHONE OKLA. NATURAL GAS COMPANY PUBLIC SERVICE CO. OF OKLAHOMA	PAGING SERVICE MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE Total:	\$ 6,787.00	\$ 212.14 \$ 143.92 \$ 266.74 \$ 164.20
1321-2-8208-2005 007549 000844 008024 000845 008025 000846	000844 000845 000846 000846	FREEDOM FORD PENGUIN MANAGEMENT INC. KIAMICHI ELECTRIC COOPERATIVE RURAL WATER DIST #18	TRUCK REPAIRS PAGING SERVICE MONTHLY SERVICE MONTHLY SERVICE Total:	\$ 2,661.52	\$ 2,114.38 \$ 212.14 \$ 135.00 \$ 200.00
1321-2-8216-2005 008158 000848	16-2005 000848	AT&T MOBILITY	MONTHLY SERVICE Total:	\$ 108.08	\$ 108.08
1321-2-8218-2005 008201 000849	18-2005 000849	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE Total:	\$ 286.21	\$ 286.21
1321-2-8220-2005 008136 000850	20-2005 000850	PENGUIN MANAGEMENT INC.	PAGING SERVICE Total:	\$ 212.14	\$ 212.14
1321-2-8223-2005 008167 000851	. 23-2005 000851	PENGUIN MANAGEMENT INC.	PAGING SERVICE Total:	\$ 212.14	\$ 212.14
1321-2-8224-2005 008140 000852 008141 000853	24-2005 000852 000853	PENGUIN MANAGEMENT INC. QUINTON PARTS SUPPLY	PAGING SERVICE FUEL PUMP ETC Total:	\$ 412.92	\$ 212.14 \$ 200.78
1321-2-8224-4110 006856 000854	2 24-4110 000854	OKLAHOMA HONDA SUZUKI	u⊤∨ Total:	\$ 27,928.77	\$ 27,928.77

PO	Warrant No.	Vendor Name	Purpose		Amount
Rural Fire-ST	ST				
1321-2-8225-2005 008200 000855	5-2005 000855	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE Total:	\$ 255.86	\$ 255.86
1321-2-8229-2005 008202 000856	9-2005 000856	PENGUIN MANAGEMENT INC.	PAGING SERVICE Total:	\$ 212.14	\$ 212.14
SH Commissary	ssary				
1223-2-0400-2005 007754 000155 007960 000155 007986 000156	0-2005 000154 000155 000156	COMMISSARY EXPRESS COMMISSARY EXPRESS BEN E. KEITH OKLAHOMA BANCFIRST	INHOUSE COMMISSARY KIOSK FEES INHOUSE COMMISSARY POSITIVE PAY MONTHLY Total:	\$ 4,371.43	\$ 3,272.98 \$ 81.25 \$ 871.06 \$ 146.14
SH Svc Fee	e -2012				
008014 0	001385	HILAND DAIRY	INMATE GROCERIES Total:	\$ 217.36	\$ 217.36
1226-2-3400-2005 006477 001386 007421 001388 007901 001388 007959 001390 008039 001391 008154 001392 008185 001393 006649 001398 007078 001399 007224 001400 007245 001401 007271 001402	0-2005 001386 001387 001388 001389 001391 001392 001398 001398 001399	COMDATA MCALESTER AUTO GLASS ADA PAPER COMPANY ECOLAB INC. DISCOUNT STEEL PUBLIC SERVICE CO. OF OKLAHOMA AT&T MOBILITY CANON FINANCIAL SERVICES BANK OF AMERICA	FUEL SENSOR REPAIR COPY PAPER DISHWASHER LEASE SMOOTH PLATE MONTHLY SERVICE MONTHLY SERVICE COPIER MAINTENANCE KITCHEN SUPPLIES BOOTS ETC. BOOTS ETC. BOOTS ETC. BOOTS ETC. BOOTS ETC.	\$ 4,970.12	\$ 692.24 \$ 255.35 \$ 442.50 \$ 98.15 \$ 193.00 \$ 1,901.70 \$ 1,901.70

Amount			\$ 167.00	\$ 2,388.45	\$ 144.42	37
Purpose			DEBIT PHONE TIME FEE	INMATE PHONE TIME	MONTHLY SERVICE	Total: \$ 2,699.87
Warrant No. Vendor Name			COMMISSARY EXPRESS	NCIC	PUBLIC SERVICE CO. OF OKLAHOMA	
Warrant No.	Fee	1226-2-3400-2030	001394	001395	001396	
РО	SH Svc Fee	1226-2-3	007958	008040	008188	

\$ 658,475.38 **Grand Total:**

GOTCHER & BEAVER

ATTORNEYS AT LAW L.L.P.

WARREN GOTCHER JEREMY BEAVER ELLEN QUINTON (of counsel) 323 E. CARL ALBERT PARKWAY, P.O. BOX 160 MCALESTER, OKLAHOMA 74501 www.gotcher-beaver.com P: (918) 423-0412 F: (918) 423-7363 office@gotcher-beaver.com

March 5, 2025

Hope Trammell, Pittsburg County Clerk Board of County Commissioners, Pittsburg County P.O. Box 3304 McAlester, Oklahoma 74501

RE:

TORT CLAIM NOTICE

MAR 07 2025
TIME 8 5 5
HOPE TRAMMELL COUNTY CLERK
PITTISBURG GOUNTY

DATE:

March 5, 2025

TO:

Hope Trammell, Pittsburg County Clerk

Board of County Commissioners, Pittsburg County

P.O. Box 3304

McAlester, Oklahoma

METHOD

OF DELIVERY:

U.S. Mail and Personal Delivery

Notice of Claim

This office represents the interests of Zachary Patton. This constitutes a Notice of Claim against the Pittsburg County Board of County Commissioners¹ under the Oklahoma Governmental Tort Claims Act, Title 51, Section 151, et seq. ("GTCA").

1. Name of Claimant:

Zachary Patton, DOB: 1/8/89; SSN: *** ** 9421

2. Address of Claimant: 1328 Hughlow Road, McAlester, Oklahoma 74501; c/o Jeremy Beaver, Attorney, P.O. Box 160, McAlester, Oklahoma 74502

3. Telephone Number of Claimant:

c/o Jeremy Beaver (918) 423-0412

¹By filing this Notice of Claim, Claimant does not admit or otherwise concede that the claim described herein is subject to the Governmental Tort Claims Act (the "Act"). Rather, this Notice of Claim is submitted out of an abundance of caution and Claimant respectfully reserves the right to object to any attempted application of the Act.

4. Date of Occurrence Giving Rise to Claim:

April 6, 2024

5. Time of Occurrence Giving Rise to Claim:

Approximately 07:00 pm -11:00 pm

6. **Place of Occurrence**: Pittsburg County Expo Building aka Southeast Expo Center, 4500 West U.S. Highway 270, Pittsburg County, Oklahoma

7. **Circumstances of Claim**: On April 6, 2023 Claimant attended by invitation a public event sponsored and/or leased by the Pittsburg County Cattlemen's Association ("Association") at the Pittsburg County Expo Building/Center aka the Southeast Expo Center ("Expo"). The Expo Building/Center is believed to be owned/operated/maintained by Pittsburg County through the Pittsburg County Commissioners. The event was catered and alcohol was provided/sold to attendees. The "Terms and Conditions and the standard contract used by the Southeast Expo Center" for rental events such as the one inquesiton as of April 6, 2024 included the following language regarding the requirement of security at Expo events wherein alcohol is provided:

"Lessee is responsible for furnishing security, if deemed necessary by the Expo Manager, security officer must be CLEET certified. In order to maintain adequate security measures, the Expo Center requires that security be provided for events serving alcohol and the event sponsor/lessee shall be responsible for the costs related to any additional security required for the event. Lessee shall arrange to pay all security directly, at the beginning of the event or sooner. Security will be determined based on size, program and/or nature of event. All alcohol services shall be discontinued 30 minutes prior to the scheduled end of all events. The Expo Center reserves the right to remove or cause to be removed from the premises any objectionable person or persons.

PLEASE NOTE: Unless security is provided by the Pittsburg County Sheriff's Office, officer shall provide a copy of the CLEET certification at time of rental."

Despite the above written requirements for events in which alcohol is served, Pittsburg County Commissioners knowingly allowed the Association to put on the event without the use of required security. On April 6, 2023 Claimant was physically attacked at the event by one or more other attendees, specifically an individual identified as Hunter Needham, who inflicted great bodily harm upon claimant. The failure to require the Association to provide security during an event where alcohol was served was negligent and was a proximate cause of Claimant's injuries.

8. Political Subdivisions Involved²: Board of County Commissioners, Pittsburg County, Oklahoma.

²See, Footnote 1, supra, which is expressly adopted and incorporated herein by reference

- 9. **Nature of Injury**: Permanent and temporary injuries including lacerations and broken bones to face, head, orbital bones, sinuses, teeth, eyes and other body parts, mental and emotional pain and suffering, financial expenses.
- 10. Compensation Demanded: Claimant respectfully requests fair compensation consistent with applicable law including but not limited to past, present and future physical pain and suffering, mental pain and suffering, emotional and psychological damages and any other damages related to these claims. Claimant's compensation request exceeds those found in the Oklahoma Government Tort Claims Act. Claimant demands compensation in the amount of \$125,000.00.
 - 11. Attorney Authorized to Settle Claim:

Jeremy Beaver
GOTCHER & BEAVER LAW FIRM
P.O. Box 160
323 East Carl Albert Pwky
McAlester, Oklahoma 74502
Telephone: (918) 423-0412
Fax: (918) 423-7363

Fax: (918) 423-7363 Jeremy@gotcher-beaver.com

Respectfully submitted,

By:					
_ ,	Jeremy Beaver, OBA #18645				

ARROWHEAD ESTATES Voluntary Fire Department 58 Country Club Blvd. Canadian, OK 74425 918-339-6509

To the county commissioners.

March 8, 2025 changes were made to Arrowhead Estates VFD.

Please remove Darren Bartlett as Receiving Officer and replace with Doc Brooks.

Please remove Frank Weeks as Requisition Officer and replace with Darren Bartlett. Junior Crabtree was replaced as Fire Chief by Darren Bartlett.

Fire Chief

Darren Bartlett



Russellville Area Volunteer Fire Department R.A.V.F.D.
4874 Russellville Road
Quinton, Oklahoma 74561
918.469.3460

06 March 2025

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

Greetings

This is to inform you and any interested person that pursuant to a vote taken by the Russellville Area Volunteer Fire Department (RAVFD) Board of Directors on 10 October 2023, member Jordan Rogers is hereby designated to be a Receiving Officer in Kenneth Miller's place.

The two Requisitioning Officers for RAVFD are current Fire Chief, Clayton Potts and Board Treasurer, Ryan Crabtree.

Kenneth Gideon will remain as receiving agent.

Sincerely

Dencie Daniels

RAVFD Board President



11 Mar 2025

Board of County Commissioners

Pittsburg County 115 E. Carl Albert Parkway, Room 100 McAlester, OK 74501

Dear Members of the Board of County Commissioners,

Subject: Acceptance of Bid for the Bid #13 Swiftwater Equipment and Bid #14 15.5 Feet Rescue Boat, and one Mobile Line Deployment Kit

I am writing to formally accept the bid from "All Hands Public Safety" for the purchase of new Swiftwater gear, 15.5 Feet Rescue Boat, and one Mobile Line Deployment Kit. This equipment will be purchase through the American Rescue Plan Act, State — Local Fiscal Recovery Fund (ARPA — SLFRF) Emergency Response Capability and Impacts Grant Program, Grant Agreement for Grant #SLFRP4646 — Emergency Management / Swift Water Gear.

I am honored, to work with "All Hands Public Safety", and I am committed to getting the Swiftwater gear, 15.5 Feet Rescue Boat, and one Mobile Line Deployment Kit ordered as soon as possible to meet the requirements of the ARPA – SLFRF Grant Agreement for Grant #SLFRP4646 – Emergency Management.

- Placing Order with "All Hands Public Safety": Swiftwater gear, 15.5 Feet Rescue Boat, and one Mobile Line Deployment Kit.
- Bid Amount Bid #13: "All Hands Public Safety" \$20,234.97
- Bid Amount Bid #14: "All Hands Public Safety" \$4,997.94

• Start and Completion Date: 18 Mar 2025 - ASAP

Sincerely,

Leonard C. Baughman

Director

McAlester / Pittsburg County Emergency Management

Baughman

705 EOC Drive

McAlester, OK, 74501

lbaughman@pittsburgcountyem.org

(918) 423-5655

Email: emergencymanagement@pittsburgcountyem.org



Close

PDF Preview





ESTIMATE

Xtreme Utility Services P.O. BOX 181 Canadian OX 74425 xtremeutiirtyservices@gmail.com +1 (918) 617-5973



Bill to Rural Water District 18 Pittsburg Co. 515 E. Cherokee Ave. Mcalester

Ok 74501 US Ship to Rural Water District 18 Pittsburg Co. 515 E. Cherokee Ave.

Mcalester Ok 74501 US

Estimate details
Estimate no.: 1046
Estimate date: 03/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
t _e		4 inch Fire Hydrant Install	Provide 6 by 4 stainless tapping sleave 4 inch flange by MJ Gate Valvo 4 inch MJ Gate Valve 20 ft 4 inch c900 pipe Tracer wire Detection tape Gravel Two valve risers	1.00	\$5,775,00	\$5,775.00
			Hot Tap Equipment/Labor Install 4 inch hydrant provided by customer all other material and labor included in bid			

Subtotal

\$5,775.00

Total

\$5,775.00

Accepted date

Accepted by

Bolding Construction LLC 2699 S. 144th Street West Haskell, Oklahoma 74436 (918) 644-1987

Boldingconstruction@yahoo.com

Pittsburgh RWD#18

March 6,2025

Quote for Fire Hydrant Installation

Items		Price	Quantity	Total
1.	4-Inch flange by MJ gate valve	\$800.00	1	\$800.00
2.	4-inch MJ Gate Valve	\$800.00	1	\$800.00
3.	4-inch C900 Pipe	\$10.00/ft	20ft	\$200.00
4.	Tracer wire	\$10.00	20ft	\$10.00
5.	Detection Tape	\$10.00	20ft	\$10.00
6.	Gravel	\$130.00	N/A	\$130.00
7.	Valve Risers	\$50.00/EA	2	\$100.00
8.	Hot Tap	\$450.00	N/A	\$450.00
9.	Equipment/Labor	\$3000.00	N/A	\$3000.00

Total: \$5,500.00

Thankyou,

Josh Bolding

^{*}Fire Hydrant to be supplied by Fire Department

^{*}ALL MATERIALS AND LABOR SUPPLIED BY CONTRACTOR COMES WITH 1 YEAR GUARANTEE.

Bolding Construction LLC 2699 S. 144th Street West Haskell, Oklahoma 74436 (918) 644-1987

Boldingconstruction@yahoo.com

Pittsburgh RWD#18 March 3,2025 Quote for Fire Hydrant Installation

Items	Price	Quantity	<u>Total</u>
1. Fire Hydrant	\$5,500.00	1	\$5,500.00
Installation			

- Fire Hydrant to be supplied by Water District
- All other associated fittings to be supplied by contactor
- Fire Hudrant to be installed by Hot Tap

If you have any questions let me know.

ALL ABOUT J PLUMBING 918-318-0042 4508 E. U.S. HWY 270 McAlester, Ok 74501

A-2817-3817 / T-3866

4508 E. U.S. HVV							Job Ir	rvoice
McAlester, Ok 7	4301			(DATE ORDERED 3-3-2029	<	DER TAKEN BY	
SOLD TO		<u> </u>		F	PHONE NO. 918-42	G - 0	TOMER ORDER #	
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DATE ORDERED	hydrant					T	OTAL MATERIALS	
DATE COMPLETED					-	TOTAL I	VISCELLANEOUS	
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AUTHORIZED SIGNATURE					1			

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this March 17, 2025 by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and Warren Cat, designated throughout this agreement as the Lessor.

Equipment ١.

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;"

Lease Purchase Price Unit Price Serial # Quantity Description Make Model \$508,118.40 \$392,537,60 0EB301351 2025 Caterpillar 140 AWD JY Motor Grader together with all equipment, accessions, additions, and attachments thereto

Payment Of Lease Purchase Installments 11.

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 \$4,206.13 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

Lease Term 111.

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.

Option To Renew IV.

The Lessee is hereby granted 9 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 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 this lease or any renewal then in effect.

Title To Equipment V.

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

Option To Purchase VI.

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

Delivery And Return Of Equipment VII.

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...

Repairs And Maintenance VIII.

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.

Taxes IX.

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

Insurance X.

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

Patents XI.

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

1. Obtain for the Lessee the right to continue to use the Equipment;

2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

Funding XII.

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

Assignment XIII.

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.

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

Entire Agreement Of The Parties And Severability XV.

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

Choice Of Law XVI.

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

FOR THE LESSOR: Warren Cat

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

Charlie Rogers, District #1

Mike Haynes, District/#2

Ross Selman, District #3

Trammell, County Clerk

SCHEDULE OF RENTAL PAYMENTS

Lease No. 129663

This Schedule is executed by <u>Warren Cat</u> ("Lessor") and <u>Pittsburg County</u> ("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 <u>March 17</u>, <u>2025</u> ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: District 1

PAYMENT SCHEDULE:

RATE: 5.19

Equipment Cost \$392,537.60 + Doc Fee \$300.00 =\$392,837.60

	Date	Payment	Interest	Principal	Balance
Loan	3/17/2025				392,837.60
1	4/17/2025	4,206.13	1,734.61	2,471.52	390,366.08
2	5/17/2025	4,206.13	1,668.09	2,538.04	387,828.04
3	6/17/2025	4,206.13	1,712.49	2,493.64	385,334.40
4	7/17/2025	4,206.13	1,646.59	2,559.54	382,774.86
5	8/17/2025	4,206.13	1,690.18	2,515.95	380,258.91
6	9/17/2025	4,206.13	1,679.07	2,527.06	377,731.85
7	10/17/2025	4,206.13	1,614.11	2,592.02	375,139.83
8	11/17/2025	4,206.13	1,656.46	2,549.67	372,590.16
9	12/17/2025	4,206.13	1,592.13	2,614.00	369,976.16
10	1/17/2026	4,206.13	1,633.66	2,572.47	367,403.69
11	2/17/2026	4,206.13	1,622.30	2,583.83	364,819.86
12	3/17/2026	4,206.13	1,455.00	2,751.13	362,068.73
13	4/17/2026	4,206.13	1,598.75	2,607.38	359,461.35
14	5/17/2026	4,206.13	1,536.03	2,670.10	356,791.25
15	6/17/2026	4,206.13	1,575.44	2,630.69	354,160.56
16	7/17/2026	4,206.13	1,513.38	2,692.75	351,467.81
17	8/17/2026	4,206.13	1,551.94	2,654.19	348,813.62
18	9/17/2026	4,206.13	1,540.22	2,665.91	346,147.71
19	10/17/2026	4,206.13	1,479.14	2,726.99	343,420.72
20	11/17/2026	4,206.13	1,516.40	2,689.73	340,730.99
21	12/17/2026	4,206.13	1,455.99	2,750.14	337,980.85
22	1/17/2027	4,206.13	1,492.38	2,713.75	335,267.10
23	2/17/2027	4,206.13	1,480.40	2,725.73	332,541.37
24	3/17/2027	4,206.13	1,326.27	2,879.86	329,661.51
25	4/17/2027	4,206.13	1,455.65	2,750.48	326,911.03
26	5/17/2027	4,206.13	1,396.94	2,809.19	324,101.84
27	6/17/2027	4,206.13	1,431.10	2,775.03	321,326.81
28	7/17/2027	4,206.13	1,373.08	2,833.05	318,493.76
29	8/17/2027	4,206.13	1,406.34	2,799.79	315,693.97
30	9/17/2027	4,206.13	1,393.97	2,812.16	312,881.81
31	10/17/2027	4,206.13	1,336.99	2,869.14	310,012.67
32	11/17/2027	4,206.13	1,368.89	2,837.24	307,175.43
33	12/17/2027	4,206.13	1,312.61	2,893.52	304,281.91
34	1/17/2028	4,206.13	1,343.58	2,862.55	301,419.36

35	2/17/2028	4,206.13	1,330.94	2,875.19	298,544.17
36	3/17/2028	4,206.13	1,233.20	2,972.93	295,571.24
37	4/17/2028	4,206.13	1,305.12	2,901.01	292,670.23
38	5/17/2028	4,206.13	1,250.62	2,955.51	289,714.72
39	6/17/2028	4,206.13	1,279.26	2,926.87	286,787.85
40	7/17/2028	4,206.13	1,225.49	2,980.64	283,807.21
41	8/17/2028	4,206.13	1,253.18	2,952.95	280,854.26
42	9/17/2028	4,206.13	1,240.14	2,965.99	277,888.27
43	10/17/2028	4,206.13	1,187.46	3,018.67	274,869.60
44	11/17/2028	4,206.13	1,213.71	2,992.42	271,877.18
45	12/17/2028	4,206.13	1,161.77	3,044.36	268,832.82
46	1/17/2029	4,206.13	1,187.06	3,019.07	265,813.75
47	2/17/2029	4,206.13	1,173.72	3,032.41	262,781.34
48	3/17/2029	4,206.13	1,048.04	3,158.09	259,623.25
49	4/17/2029	4,206.13	1,146.39	3,059.74	256,563.51
50	5/17/2029	4,206.13	1,096.33	3,109.80	253,453.71
51	6/17/2029	4,206.13	1,119.15	3,086.98	250,366.73
52	7/17/2029	4,206.13	1,069.85	3,136.28	247,230.45
53	8/17/2029	4,206.13	1,091.67	3,114.46	244,115.99
54	9/17/2029	4,206.13	1,077.92	3,128.21	240,987.78
55	10/17/2029	4,206.13	1,029.78	3,176.35	237,811.43
56	11/17/2029	4,206.13	1,050.08	3,156.05	234,655.38
57	12/17/2029	4,206.13	1,002.72	3,203.41	231,451.97
	1/17/2030	4,206.13	1,022.00	3,184.13	228,267.84
58	2/17/2030	4,206.13	1,007.94	3,198.19	225,069.65
59	3/17/2030	4,206.13	897.64	3,308.49	221,761.16
60 Data	3/17/2030	4,200.13	0.00	0.00	221,761.16
Rate	3/1//2030	base ention o	£ \$221 761 16 ft	rom Warren C	at

** If the purchase option of \$221,761.16 from Warren Cat
is not exercised, the interest rate will adjust to 5.19% and the payment
amount will change to \$4,262.51 for the remaining 60 month term.

amo	Exact				
	3/17/2030	Rate:	5.75%	Compounding:	Days
61	4/17/2030	4,262.51	1,082.80	3,179.71	218,581.45
62	5/17/2030	4,262.51	1,032.84	3,229.67	215,351.78
63	6/17/2030	4,262.51	1,051.50	3,211.01	212,140.77
64	7/17/2030	4,262.51	1,002.41	3,260.10	208,880.67
65	8/17/2030	4,262.51	1,019.90	3,242.61	205,638.06
66	9/17/2030	4,262.51	1,004.07	3,258.44	202,379.62
67	10/17/2030	4,262.51	956.29	3,306.22	199,073.40
•	11/17/2030	4,262.51	972.02	3,290.49	195,782.91
68	12/17/2030	4,262.51	925.11	3,337.40	192,445.51
69 70	1/17/2031	4,262.51	939.66	3,322.85	189,122.66
70	2/17/2031	4,262.51	923.43	3,339.08	185,783.58
71	3/17/2031	4,262.51	819.34	3,443.17	182,340.41
72 73	4/17/2031	4,262.51	890.32	3,372.19	178,968.22
73		4,262.51	845.66	3,416.85	175,551.37
74 - -	5/17/2031	4,262.51	857.17	3,405.34	172,146.03
75 - c	6/17/2031	4,262.51	813.43	3,449.08	168,696.95
76	7/17/2031		823.70	3,438.81	165,258.14
77	8/17/2031	4,262.51	023.70	5,155.5	•

		4.062.51	806.91	3,455.60	161,802.54
78	9/17/2031	4,262.51	764.55	3,497.96	158,304.58
79	10/17/2031	4,262.51	772.96	3,489.55	154,815.03
80	11/17/2031	4,262.51	731.53	3,530.98	151,284.05
81	12/17/2031	4,262.51	738.68	3,523.83	147,760.22
82	1/17/2032	4,262.51	738.03	3,541.04	144,219.18
83	2/17/2032	4,262.51	658.75	3,603.76	140,615.42
84	3/17/2032	4,262.51	686.58	3,575.93	137,039.49
85	4/17/2032	4,262.51		3,614.97	133,424.52
86	5/17/2032	4,262.51	647.54	3,611.04	129,813.48
87	6/17/2032	4,262.51	651.47	3,649.11	126,164.37
88	7/17/2032	4,262.51	613.40	3,646.49	122,517.88
89	8/17/2032	4,262.51	616.02	3,664.29	118,853.59
90	9/17/2032	4,262.51	598.22	· ·	115,152.69
91	10/17/2032	4,262.51	561.61	3,700.90	111,452.44
92	11/17/2032	4,262.51	562.26	3,700.25	107,716.57
93	12/17/2032	4,262.51	526.64	3,735.87	107,710.57
94	1/17/2033	4,262.51	525.95	3,736.56	
95	2/17/2033	4,262.51	507.70	3,754.81	100,225.20
96	3/17/2033	4,262.51	442.01	3,820.50	96,404.70
97	4/17/2033	4,262.51	470.72	3,791.79	92,612.91
98	5/17/2033	4,262.51	437.62	3,824.89	88,788.02
99	6/17/2033	4,262.51	433.53	3,828.98	84,959.04
100	7/17/2033	4,262.51	401.45	3,861.06	81,097.98
101	8/17/2033	4,262.51	395.98	3,866.53	77,231.45
102	9/17/2033	4,262.51	377.10	3,885.41	73,346.04
103	10/17/2033	4,262.51	346.58	3,915.93	69,430.11
104	11/17/2033	4,262.51	339.01	3,923.50	65,506.61
105	12/17/2033	4,262.51	309.53	3,952.98	61,553.63
106	1/17/2034	4,262.51	300.55	3,961.96	57,591.67
107	2/17/2034	4,262.51	281.20	3,981.31	53,610.36
108	3/17/2034	4,262.51	236.43	4,026.08	49,584.28
109	4/17/2034	4,262.51	242.11	4,020.40	45,563.88
110	5/17/2034	4,262.51	215.30	4,047.21	41,516.67
	6/17/2034	4,262.51	202.71	4,059.80	37,456.87
111	7/17/2034	4,262.51	176.99	4,085.52	33,371.35
112	8/17/2034	4,262.51	162.94	4,099.57	29,271.78
113		4,262.51	142.93	4,119.58	25,152.20
114	9/17/2034	4,262.51	118.85	4,143.66	21,008.54
115	10/17/2034		102.58	4,159.93	16,848.61
116	11/17/2034	4,262.51	79.61	4,182.90	
117		4,262.51	61.84	4,200.67	
118		4,262.51	41.33	4,221.18	·
119		4,262.51	18.65	4,243.86	
120		4,262.51		392,837.60	
Grand T	otals	508,118.40	115,280.80	372,037.00	mont as may l

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

Charlie Rogers, District #1

TITLE: County Commissioner

CERTIFICATE OF ACCEPTANCE

- I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner, <u>District #1</u>, for <u>Pittsburg County</u>, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated <u>March 17, 2025</u>, (the "Lease"), by and between the <u>Warren Cat</u>, ("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.
- The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on <u>April 17, 2025</u>, and the <u>17th</u> of each <u>month</u> thereafter in accordance with the Lease.
- 3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
- 4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
 - Equipment Description: 2025 Caterpillar 140 AWD JY Motor Grader SN#0EB301351 together with all equipment, accessions, additions, and attachments thereto

DATED: March 17, 2025

Charlie Rogers, District #1

Title: County Commissioner

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 10 of the Equipment Lease Purchase Agreement dated as March 17, 2025 ("Lease") by Warren Cat ("Lessor") and Pittsburg County ("Lessee"). "Lessor" has assigned the Equipment Leburchase Agreement and all rights to the Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373. The instructed their insurance agent named below (please fill in name, address and telephone number)	

nas madado	a distribution
Company:_	ACCO
Address:	429 NE 50th Street Oklahoma City, OK 73105
Telephone:	405-524-3200
Contact:	Dusty Birdsong
of Insurance	Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate and Long Form Loss Payable Clause naming the Lessor and/or it Assignee, as loss payee. Perage Required-Full Replacement Value
Additional Ir \$50 \$50	olic Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as nsured, with the following minimum coverage: 0,000.00 per person 0,000.00 aggregate bodily injury liability 0,000.00 property damage liability
or	suant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability vide proof of such self insurance in letter form together with a copy of the statute authorizing this form of
Cost: \$392	
Equipment accessions	Description: 2025 Caterpillar 140 AWD JY Motor Grader SN#0EB301351 together with all equipments, additions, and attachments thereto
Equipment	Location: District 1
Bv:	Rogers, District # 1
Title: Co	unty Commissioner

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated March 17, 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:
By: Cauren E. Putter
Title: Assistant District Attarney
Date: 3/17/2 5

CERTIFICATE WITH RESPECT TO QUALIFIED TAX-EXEMPT OBLIGATION

- 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.
- Lessee is a political subdivision of the State of <u>Oklahoma</u> and the Lease is being issued by Lessee in calendar year 2024-2025.
- 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.
- 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 that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
- 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 March 17, 2025.

Lessee: Pittsburg County

Charlie Rogers, District # 1

Title: County Commissioner

Hope Trammell, County Clerk

Pittsburg County 115 E Carl Albert Parkway McAlester, OK 74501

Re: Lease Purchase Agreement For Equipment dated <u>March 17, 2025</u>, between <u>Warren Cat</u>, Lessor, and <u>Pittsburg County</u>, Lessee.

Dear Board of County Commissioners:

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

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

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

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: Sherri J Mount, Senior Vice President

By: Charlie Rogers, District #1

Title: County Commissioner

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this March 17, 2025 by and between Warren Cat (herein "Assignor") and Welch State Bank (herein "Assignee").

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

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated March 17, 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.
 - Assignor represents, warrants and covenants to Assignee as follows:
 - (A) The Lease has been duly and validly executed by all parties thereto.
 - (B) No act of default in the Lease has occurred to date since the execution of this Assignment.
- 3. The rights and privileges of Assignee under this agreement shall inure to the benefits of its successors and assigns. All covenants, representations, warranties, and agreements of Assignor contained in this agreement shall bind Assignor's successors and assigns.
- 4. If any provision of this Agreement shall for any reasons be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid or unenforceable provision had never been contained herein.
 - 5. It is the intention of the parties that this Agreement be governed by the laws of the state of Oklahoma.

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

ASSIGNOR: Warren Cat	ASSIGNEE: Welch State Bank
Ву:	By:Sherri J Mount, Senior Vice President

WELCH STATE BANK



INVOICE

396 S. Commercial PO Box 129 Welch, OK 74369 Ph. 918-788-3373 Fax 918-788-3364

March 17, 2025

Pittsburg County To:

District #1

115 E Carl Albert Parkway

McAlester, OK 74501

Reference: Lease/Purchase #129663

QUANTITY

DESCRIPTION

TOTAL

1

Lease # 129663 - Payment #1 per Payment Schedule 2025 Caterpillar 140 AWD JY Motor Grader SN#0EB301351 \$4,206.13

\$4,206.13 Total Due Date Due: April 17, 2025

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: Welch State Bank

PO Box 129 Welch, OK 74369

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Amount Due Due Date Account # Payment # \$4,206.13 April 17, 2025 129663

Welch State Bank PO Box 129 Welch, OK 74369 **Pittsburg County** District #1

2025 Caterpillar 140 AWD JY Motor Grader SN#0EB301351

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

➤ Under Internal Revenue Code section 149(e)

► See separate instructions.

Department of the Treasury Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC. ► Go to www.irs.gov/F8038G for instructions and the latest information. OMB No. 1545-0047

Pittsburg 3a Nar	ier's name	ng Authorit	У			2 Issuer's employ	Amended Return ► ☐ yer identification number (EIN)	
Pittsburg 3a Nar	Otr. Door					112		
3a Nar	g County Boar		1 Issuer's name					
	1 Issuer's name 73-6006407 Itsburg County Board of County Commissioners 3b Telephone number of other person shown on 3 Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) 3b Telephone number of other person shown on 3							
	ne of person (oth	er than issuer) wi	th whom the IRS may communica	ate about this return (see ii	istructions)	OB TOTAL		
					Room/suite	5 Report number	(For IRS Use Only)	
4 Nur	mber and street (or P.O. box if mai	l is not delivered to street address	s)	Hoomsuite	b Hopore Hamilton	13	
115 E. C	arl Albert Park	way				7 Date of issue		
6 City	, town, or post o	ffice, state, and Z	IP code				3/17/2025	
McAlest	er, OK 74501					9 CUSIP number		
8 Nar	me of issue							
Lease/P	urchase			- II for more informa	ation	10b Telephone nur	mber of officer or other	
10a Na	me and title of off	icer or other emp	loyee of the issuer whom the IRS	may call for more imornia	tion.	employee sho	Which ioa	
· -		u Clork					18-423-6865	
	ammell, Coun	lecue (Ente	er the issue price.) See	the instructions and	attach sch	edule.		
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	(a) Final ma	aturity date	(b) Issue price	price at maturity	8	verage maturity	5.40.00	
21	3/17/	2035	\$ 392,837.60	\$	N/A	120 years	5.19 %	
Part I	Ilses o	f Proceeds	of Bond Issue (includi	ing underwriters'	discount)			
22	Drocoode use	d for accrued	linterest		# 35 AT 15		22	
23	leeue price of	entire issue (enter amount from line 21	, column (b)) 😘 🧸			23	
24	Drocaads use	d for bond is	suance costs (including u	nderwriters' discount	L) 27			
25	Drocaads use	d for credit e	nhancement	* * * * *	. 25			
20								
07	. A series to a symmeth and a Complete Hall V							
28	Dispende used to refund prior taxable bonds. Complete Part V							
29	N	proceeds of	the issue (subtract line 29) from line 23 and en	ter amount	here)	30	
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33 34							Form 8038-G (Rev. 10-202)	

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orm 80	38-G (Rev.	. 10-2021)								
Part	VI M	iscellaneous		la and and 14	1/6/(5)	35				
35		ne amount of the state volume cap a	allocated to the issue	under section 14	(D)(O)	otract	0			
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38a	If this is	ssue is a loan made from the procee	ds of another tax-exe	empt issue, check	DOX - L al	Id enter the	iolion	,,,,g		
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				consent to the IRS's d	sclosure of the l	ssuer's return in	formati	on, as r	necessar	ry to
Sign	ature	process this return, to the person that I have	e authorized above.							
and		11/1/1/	フ		Charlie R	ogers, Comn	nissio	ner		
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SALES AGREEMENT

DATE	Mar	10,	2025
D/11-C			

					0622 Phone: (
PURCHASER	PITTSBURG COUNTY 1					<same></same>		11
STREET ADDRESS	PO BOX 268							
S	HAILEYVILLE, OK		COUNTY	PITTSBURG	t			
CITY/STATE	74546		PHONE NO	918 423 1338	F			
POSTAL CODE	EQUIPMENT	CHARLIE RO	GERS			-		
T O CUSTOMER CONTAC	CT: PRODUCT SUPPORT	CHARLIE RO	GERS			FOB AT: Tulsa	1	
INDUSTRY CODE:	GOVT ROAD CONST &		PRINCI	PAL WORK CODE		CUSTOMER	PO NUMBER	
CUSTOMER 998				mption # (if applicable)				
NUMBER 998	36919		TAX/EX GO	OVT		(All terms and pa	syments are subject to Finance Con	pany - OAC approve
PAYMENT TERMS:				THE PROPERTY OF STREET		CSC LEASE		
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M CASH WITH ORDER	\$0.1	00 BALANCE	TO FINANCE	0.00	CONTRACT INTE		OPTIONAL BUY-OUT	
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	01. 01. 0.	0P-9002		K, CELLULAR PLE742	464-6442	GUARD, TRANSI	NE COOLANT, 120V	249-5516
LANE 2 ORDER	MENT, LOW AMBIENT	385-9297	NO CAT GRADI		585-3097		COUNTERWEIGHT HD	367-6842
ENGINE, TIER IV		567-4685		O ARTICULATION-DEMO	483-2354		, RIPPER/SCARIFIER	4K-3330
MOLDBOARD, 14'		349-3048	JOYSTICK CO	NTROLS, BASIC	357-9151	CIRCLE SAVER		521-3250
COLD WEATHER PA		394-4523		R25 MX XTLA * L2 MP	252-0773		50, -35C (-31F)	469-8157
LINES, W/O ACCU		305-2927	GUARD GP, H		323-6970		EZE, -25C (-13F)	0P-3978
PRECLEANER, SY-		380-6775	TANK, FUEL,		540-2373	ROLL ON-ROLL		0P-2265
DRAIN, GRAVITY,		324-5328	FAN, REVERS	ING, AWD	421-8926	STORAGE PROT		0P-2918
BASE + 2 (FL,RI		385-8095		TECHNICAL MEDIA KIT	442-9940	RIPPER ARRAN		637-6813
STARTER, ELEC,		395-3547	DECALS, ENG		552-7285	140 CPM		646-7612
LIGHTS, ARM, FO		536-9969		KING, PLUS, LED	361-3137			
HEADLIGHTS, FRO		553-2588		ARNING LIGHT	380-3070			
LIGHTS, ROADING		550-6608		VICE, INTERNAL	604-3258			
CAB, PLUS (STAN		385-9554		STROBE BEACON	_			
, \					396-3921			
CAB, PLUS (INTE	ERIOR)	397-7457	CAMERA, REA					\$391,945.
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OTHER TERMS AND CONDITIONS

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser to grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

All checks shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284 and please underline and bold the address just as before.

DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that the Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that the Equipment shall be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS FULLY HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay to Seller or to INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay to Seller or to Inspect the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges. switching charges.

RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) full force and effect until property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000;

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

Equipment or any part thereof.

WARRANTY, CLAIMS, AND DAMAGES:
The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the warranties on the Equipment shall be the manufacturer's warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser for the description of the warranty made by an employee or agent of and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No EXPRESS 'OR IMPLIED REPRESENTATION, COVENANT, OR Seller shall be enforceable unless it is specifically included in this Agreement. Seller shall be enforceable unless it is specifically included in this Agreement. Seller shall not be enforceable unless it is specifically included in this Agreement. Seller shall be enforceable unless it is specifically included in this Agreement. Seller shall not be required to furnish replacement Egolipment of service or use of the Equipment shall enforce of any feller of the Equipment of the Equipment

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to encumbrances of any kind, nature, or description against the Trade-in Property of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim warrant and defend the

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in-Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and regotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any respect, the validity, legality, and enforceability of the remaining provisions shall any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the not in any way be affected or impaired th

INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

OF THE EQUITMENT, WILLIAM	TOTAL OF SECTION 17.41
WAIVER OF CONSUMER RIGHTS:	FRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 HAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. SER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS
ET SEO. TEXAS BUSINESS COMMERCE CODE, A LAW I	SER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS
TO THIS WAIVER.	
OTHER PROVISIONS:	



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services − Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

	FOR DEALER USE ONLY
PITTSBURG COUNTY 1	
Company	Company UCID
PITTSBURG COUNTY 1	
Company (Print)	Company Representative CWS ID
CHARLIE ROGERS	_
Company Representative (Print)	Main Store Dealer Code
Signature 3 - 17 - 9 5	Dealer Representative Name
>-1/ 2>	Dealer Representative CWS ID
Date	

Murry Carpets Inc. 120 Border Avenue Eufaula, Oklahoma 74432 918-689-4606 Fax: 918-689-2675

Quote #: Page: 3/12/2025

Quoted To:

CROWDER SENIOR CENTER

Phone: 918-429-3393

Cust PO:

Terms:

Salesperson: KD

Reference:	Ship Via:		Valid Throu	ugh: 3/26/2025	
Stock Code	Description	Taxable	Quantity	Price	Extended
644288200181	JOHNSONITE 4 X 4 1/8 COVE BASE BLACK WI/ INSIDE/OUTSIDE CORNERS	Υ	332.00	1.49	494.68
FUSIONX-30/EA	FUSIONX-30 COVE BASE GLUE ADHESIVE 30 OZ TUBE	Υ	13.00	8.99	116.87
KFTS/EA	KERAFLEX GRAY THINSET	Υ	45.00	21.79	980.55
MGCAULKS/EA	MAPEI MATCHING SANDED GROUT CAULK	Υ	3.00	37.29	111.87
PRISM/EA	MAPEI PRISM GROUT	Υ	9.00	53.41	480.69
SCRIPTER/FT	12x24 SCRIPTER TILE	Y	2,028.00	3.99	8,091.72

^{*}Relocation of gas, water, and electric is not included in quote.

^{*}New wax rings and flange bolts with be provided for toilets replacements

INSTALL TILE:	\$6590.00
INSTALL COVE BASE	
REMOVE/DISPOSE EXISTING FLOORING	
MOVE APPLIANCES AND EQUIPMENT	\$1200.00
SAND/GRIND FLOOR TO REMOVE RESIDUE	\$900.00
TOTAL LABO	R\$11,922.00

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MATERIAL.....\$10,276.38 LABOR.....\$11,922.00 PLUMBING/ELECTRIC.....\$1700.00

TOTAL MATERIAL AND LABOR:\$23,898.38

SubTotal:

10,276.38

0.00

Tax: Shipping:

0.00

Total:

10,276.38

^{*}Quote includes labor only to disconnect and reconnect existing gas, water and electric by licensed contractor.

^{*50%} PAYMENT UP FRONT WITH FINAL 50% UPON COMPLETION

REPLACEMENT OF FLOORING AT THE CROWDER SENIOR CENTER

Bid Form

Please return quotes by March 14, 2025

MOVE FURNITURE AND EQUIPMENT

¥	
AS NEEDED DURING INSTALL	
DEMO EXISTING FLOORING INCLUDES REMOVING EXISTING TILE GROUT AND GLUE	\$ 3500.00
DISPOSAL OF REMOVED MATERIALS	ú.
SAND FLOOR TO REMOVE ALL RESIDUE	\$ 500°°
INSTALLTILE	\$ 6500.00
12X24 SCRIPTER TILE OR EQUIVALENT	\$ 6000.00
MAPEI MATCHING SANDED GROUT CAULK, OF EQUIVALENT	\$ 39.00
MAPEI PRISM GROUT OR EQUIVALENT	\$ 396.00
KERAFLEX, GRAY THINSET OR EQUIVALENT JOHNSONITE RUBBER COVE BASE OR EQUIVALENT	\$ 780.00 \$ 432.00
FUSIONX-30 COVE BASE GLUE ADHESIVE OF EQUIVALENT	<u>\$ 72.00</u>
Provide Licensed Plumber to disconnect, relocate and reconnect gas and water. Provide Licensed Electrician to disconnect, relocate and reconnect electrical outlets or service, if required. LABOR MATERIALS LICENSED Plumber OR TOTAL BID ELECTRICIAN Under Contract With our Store. Once Notice to Proceed is given, awarded vendor has 60 days to complete project	\$ \$ \$ 20,119.00
unless prior authorization is given.	
**PLEASE NOTE: THIS PROJECT IS TAX EXEMPT Should you require the project be split and paid in phases please specify In your quote the description and dollar amount of each phase. Pittsburg County will only pay the awarded vendor for this project. It is the vendor's responsibility to pay all sub-contractors.	
BIDDER'S NAME MILL CREEK CARPET & TILE	As of 3/13
BIDDER'S ADDRESS 1316 E. CARL ALBERT P	Kay Janodjohu
McAlester Ok 74501	-
Antact: TANA GANDIN - 918-426-6	143

REPLACEMENT OF FLOORING AT THE CROWDER SENIOR CENTER

Bid Form

Please return quotes by March 14, 2025

MOVE FURNITURE AND EQUIPMENT	\$ 800.00 dollars
AS NEEDED DURING INSTALL	
DEMO EXISTING FLOORING INCLUDES REMOVING EXISTING TILE GROUT AND GLUE	\$3159.00 dollars
DISPOSAL OF REMOVED MATERIALS YOU WITH PROVES	
SAND FLOOR TO REMOVE ALL RESIDUE Old Covebase remove and Covebase Installation -	\$ 2106.00 dollars \$ 702.00. dollars
INSTALL TILE	\$8424.00 dollars
12X24 SCRIPTER TILE OR EQUIVALENT	\$8318.70 dollars
MAPEI MATCHING SANDED GROUT CAULK, OR EQUIVALENT	\$
MAPEI PRISM GROUT OR EQUIVALENT	\$685.72 dollars
KERAFLEX, GRAY THINSET OR EQUIVALENT JOHNSONITE RUBBER COVE BASE OR EQUIVALENT	\$1122.75 dollars \$647.60 dollars
FUSIONX-30 COVE BASE GLUE ADHESIVE OR EQUIVALENT Self Leveling System Spac All Material delivery	\$ 74.00 dollars \$ 1064.00 dollars \$ 1094.00 dollar
Provide Licensed Plumber to disconnect, relocate and reconnect gas and water. Provide Licensed Electrician to disconnect, relocate and reconnect electrical outle or service, if required. LABOR MATERIALS	\$
TOTAL BID	\$28197.77
Once Notice to Proceed is given, awarded vendor has 60 days to complete projeunless prior authorization is given.	ect.
**PLEASE NOTE: THIS PROJECT IS TAX EXEMPT Should you require the project be split and paid in phases please specify in your quote the description and dollar amount of each phase. Pittsburg County will only pay the awarded vendor for this project. It is the vendor's responsibility to pay all sub-contractors.	
BIDDER'S NAME Mission Carpet	3-11-2025
BIDDER'S ADDRESS 6 E Wyandotte ave	
McAlester Oklahoma 74501 918	715 3144

RESOLUTION 25-237 To Declare Surplus

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 17, 2025.

WHEREAS, on January 27, 2025 by Resolution 25-202, Pittsburg County District declared the following items surplus:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
D2-302.66	1998 FORD OIL DISTRIBUTOR	1FDXF9OC8WVA29159
D2-332.17	IOHN DEERE TRACTOR	L06405H324392
D2-320.70C	INGERSOLL-RAND ROLLER	149383
D2-332.30	IOHN DEERE BRUSHHOG	WOCX15E001199

WHEREAS, the above-mentioned items were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

WHEREAS, the above-mentioned items should be removed from inventory.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove the above-mentioned items that were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

VICE-CHAIRMAN

,

CHAIRMAN

MEMBED

COUNTY CLERK

RESOLUTION 25-238

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 17, 2025.

WHEREAS, on February 3, 2025 by Resolution 25-207, Pittsburg County District 3 declared the following items surplus:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
D3-302.12D	2007 PETERBUILT TRUCK	1XPFDT9XX7D669717
D3-302.12E	2007 TRUCK/TRACTOR	2HSCNAPT07C396591
D3-304.42H	KUBOTA M1085 TRACTOR	50125
D3-343.50	CATERPILLAR 236B SKID STEER	0A9H01374
D3-348.20C	2005 RANCH ENDDUMP TRAILER	L00819
D3-348.28G	SHOPBUILT DOVETAIL TRAILER	ARKAVTL0290451022
D3-320.4E	2011 BOMAG DOUBLE DRUM ROLLER	91283

WHEREAS, the above-mentioned items were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

WHEREAS, the above-mentioned items should be removed from inventory.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove the above-mentioned items that were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

> BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

VICE-CHAIRMAN

CHAIRMAN

RESOLUTION 25-239 To Declare Surplus

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 17, 2025.

WHEREAS, on February 10, 2025 by Resolution 25-214, the Sheriff's Department declared the following item surplus:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
482	2023 POLARIS	4XARSU991P8055716

WHEREAS, this item was sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

WHEREAS, the above-mentioned item should be removed from inventory.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove the above-mentioned item as it sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

VICE-CHAIRMAN

CHAIRMAN

MEMBER

COUNTY CLERK

RESOLUTION 25-240 To Declare Surplus

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

WHEREAS, on February 10, 2025 by Resolution25-213, Pittsburg County District 1 declared the following items surplus:

#V COTIVITY NAT	DESCRIPTION	SFRIAI /VIN#
INVENIONI	DESCRIPTION TO THE LEGISLAND LAND	201021
DI-417.2	TITAN INDUSTRIAL GENERALOR	1/210/
DI-417.3	TITAN 7500 GENERATOR	N/A
Dl-417.4	TITAN INDUSTRIAL GENERATOR	N/A
DI-420.3	TITAN TRAH PUMP	TTP00446
DI-413.010	275-GAL HYDRAULIC OIL TANK	D141310
DI-413.011	275-GAL ENGINE OIL TANK	D141311
DI-301.174	2022 WHITE FORD F150 CREW 4X4	1FTFW1E52NKD04347
DI-301.168	2018 WHITE FI50 FORD	IFTEW1E59JKF95841
DI-413.013	57-GAL MOBILE FUEL TANK	N/A
DI-316.1	TRACTOR DRAWN GRADER	N/A
DI-320.002	ROLLER-STEEL SINGLE WHEEL	666SF1771
DI-438.1	500 GAL SPRAY RIG TRAILER & PUMP 4464	4464
D1-320.009	VOLVO SHEEP FOOT ROLLER	N/A
DI-417.001	TITAN 8500 GENERATOR	190726

WHEREAS, the above-mentioned items were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

WHEREAS, the above-mentioned items should be removed from inventory

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby remove the above-mentioned items that were sold at the Statewide County Equipment Auction on March 7, 2025 in Elk City, Oklahoma.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN__

VICE-CHAIRMAN Z

MEMBER Y

COUNTY CLERK GOD! DIG MANNEL

RESOLUTION 25-241 To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 17, 2025.

WHEREAS, the Board of County Commissioners, Pittsburg County wishes to advertise for the following:

One (1) or more, Used Dozer(s)

Option 1- Outright Purchase, payment within 20 days of delivery Option 2- Lease Purchase with financing included

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

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 28, 2025 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 28, 2025 WILL NOT BE OPENED. Bids will be opened on Monday, March 31, 2025 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and readvertise.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

VICE-CHAIRMÁN

CHAIRMAN_

MEMBERMIL

COUNTY CLERK GODE DIAMMEL

BID SPECIFICATIONS

ONE (1) OR MORE, USED DOZER(S)

USED CAT D5M OR CAT D5N DOZER, OR EQUIVALENT

UNDER 5,000 HOURS

RIPPERS

CAB WITH HEAT AND AIR

BRUSH RAKES

90 DAY FULL WARRANTY

OPTION 1 - OUTRIGHT PURCHASE, PAYMENT WITHIN 20 DAYS OF DELIVERY

OPTION 2 - LEASE PURCHASE WITH FINANCING INCLUDED

VENDORS

WARREN CAT

YELLOWHOUSE MACHINERY CO.

KIRBY SMITH

APEX EQUIPMENT

BOXCER EQUIPMENT

RESOLUTION 25-242 To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, March 17, 2024.

WHEREAS, the Board of County Commissioners, Pittsburg County, wish to advertise for the following for Krebs Fire Department:

One (1), UTV/ Wildland Fire Apparatus

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

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

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 28, 2025 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 28, 2025 WILL NOT BE OPENED. Bids will be opened on Monday, March 31 2025 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and readvertise.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN /

/ICE-CHAIRMAN

MEMBER

BER Mr Hayes

COUNTY CLERK GODE Slammer

KREBS FIRE DEPARTMENT UTV/WILDLAND FIRE APPARATUS 3-10-2025

CRITERIA FOR UTV/WILDLAND FIRE APPARATUS

Location: Krebs Volunteer Fire Department

- New 2024 or newer
- Engine Requirements: Liquid Cooled, 1498cc Engine displacement, 110HP, 4 stroke, Electronic Fuel Injection
- Steering Requirements: Electronic Power steering
- <u>Towing/Payload Requirements:</u> 1500lb Bed Capacity, 3500lb Towing Capacity, 1705lb Payload Capacity
- Ground Clearance Minimum: 15 Inch
- <u>Cab Requirements:</u> Premium Pro-Shield Cab, Doors with full Power windows, tip-out glass windshield with wiper, rear glass panel, HD 6,000lb winch with auto stop and wireless remote.
- Vehicle Color: Red
- <u>Vehicle Lighting:</u> LED headlight w/LED Headlings. Also unit will be equipped with blinkers, horn, tag light, rear view mirror, and side mirrors
- Suspension: Rear suspension to be upgraded for more cargo capacity.
- HVAC/HEATING: Cab to have heat and air conditioning.

RESOLUTION 25-243

The Board of County Commissioners, Pittsburg County met in regular session on Monday March 17, 2025.

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

> \$50.00 Diana Buck -

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

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

> BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

DESCRIPTION Amount	S. A. & I. No. 210 (1986)	RECEIPT	No:28223
Antount	-		
	-	ANIMAL SHELTER	
	-	(office or board)	
2/00	4	PITTSBURG COUNTY	1
		STATE OF OKLAHOMA	
, 224	_	MCALESTER , OKLA	анома <u>3-13</u> ,
\.	Received of Diana	Juck	\$ 50°
	Fifty dallar		
	1117 decen	3	D
	Purpose Donation		
	Chairman, I	BOCC By US	
	Officer	BOCC By US	Deputy
			4
DARELL BUCK OF 1520 SOUTH 9TH ST. F	DIANA BUCK	14246	
MCALESTER, OK 7450	11. 918-424-7681 1	3-13-25 B6-25/1031	
	1 1	CHECK NEMON	
PAY TO THE ORDER OF THE	talung County Aru	emalShelta\$ 50	
Fift	moran Drow	DOLLARS O Photo Safe Deposite Popposite	
THE BAN	K ^Ò N.A.	Deliber up back	
SECOND AND CARL ALBERT PARKWAY M:ALESTER, OKLAHOMA 74502			

Dollars