

### AGEND MEE AND NOTICE OF REGI

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

### FII.R

May 5, 2025 DATE:

9:00 A.M. TIME:

DEPUTY CLERK MAY U2 2025
TIME 8:34
HOPE TRANSMELL COUNTY MAY U2

PLACE:

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

MCALESTER, OKLAHOMA

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

### **AGENDA**

CALL MEETING TO ORDER

**CHAIRMAN** CHARLIE ROGERS ROLL CALL:  $\vec{c}$ 

**ROSS SELMAN** 

VICE-CHAIRMAN MEMBER MIKE HAYNES

> APPROVAL OF AGENDA 3

APPROVE/DISAPPROVE MEETING MINUTES 4.

Regular Meeting from April 28, 2025 Ä

RECOGNITION OF GUESTS/PUBLIC COMMENTS 5 PERSONS ADDRESSING THE BOARD SHOULD STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE LIMITED IN DURATION TO THREE (3) MINUTES. ANY COMMENTS BY THE DISCUSSED BUT CAN BE PLACED ON AN UPCOMING AGENDA FOR DISCUSSION PUBLIC ON ITEMS NOT ON THE AGENDA CANNOT BE ACKNOWLEDGED COMMENTS ARE LIMITED TO ITEMS ON THE AGENDA. AND POSSIBLE ACTION.

OFFICIALS - DEPARTMENT REPORT 6.

COMMISSIONERS Ą.

State and Local Fiscal Recovery Funds Compliance Report for period ending March 31, 2025

FISCAL TRANSACTIONS 7 Claims and Purchase Orders Ą.

Transfers 8 Monthly Reports Ċ.

Blanket Purchase Orders Ö.

## 8. UNFINISHED BUSINESS

None.

### 9. AGENDA ITEMS

- Discussion, Consideration and Possible Action to Accept or Deny Petition to Open Section Line Road, between Sections 25 & 26, Township 7 North, Range 13 East and Section 23, Township 7 North, Range 13 East and Section 24, Township 7 North, Range 13 East, running North from 5. Mount Homa Road, or, between Sections 13 & 14, Township 7 North, Kange 13 East, South from E. Clearlake Road; or, between Sections 22 & 15, Township 7 North, Range 12 East and Section 23 & 24, Township 7 North, Range 13 East running East from Graham Meadow Rd or S. Clearlake Road if Graham Meadow Rd is not a public road - District 3 Ą
- 13 & 14, Township 7 North, Range 13 East, South from E. Clearlake Road; or, between Sections 22 & 15, Township 7 North, Range 12 East and Section 23 & 24, Township 7 North, Range 13 East running East from Graham Meadow Rd or S. Clearlake Road if 7 North, Range 13 East, running North from S. Mount Homa Road; or, between Sections Discussion, Consideration and Possible Action to Approve or Disapprove Public Hearing Range 13 East and Section 23, Township 7 North, Range 13 East and Section 24, Township Notice 25-001 to Open Section Line Road, between Sections 25 & 26, Township 7 North, Graham Meadow Rd is not a public road - District 3 В.
- C. Resolution 25-265 to Cancel Purchase Order- District 1
- Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburg County District 2 and Rex Hatridge Ö.
- Discussion, Consideration and Possible Action to Approve Roadside Right-of-way Integrated Vegetation Management (IVM) Maintenance Service Agreement between Highway District 3 and Shuterra, LLC ய
- Discussion, Consideration and Possible Action to Approve Lease Documents for One (1)2024 Motor Grader- District 1 μï
- Discussion, Consideration and Possible Action to Approve FY2026 Contract for Detention Transportation between Oklahoma Juvenile Affairs and the Pittsburg County Juvenile Commissioners G.
- Discussion, Consideration and Possible action to Approve Lease Documents for One (1) 2024 E-ONE Freightliner M2 112 3,000 gallon tanker- Pittsburg VFD  $\mathbb{H}$

### 1. EXECUTIVE SESSION

- To Perform the Personnel Performance Evaluation for Richard Fry, Asphalt Plant Laborer, pursuant to Oklahoma Statutes, Title 25 § 307.B.1 ij
- To Perform the Personnel Performance Evaluation of Kevin Martin, Expo Center 3<sup>rd</sup> Deputy, pursuant to Oklahoma Statutes, Title 25 § 307.B.1 ::i
- To Perform the Personnel Performance Evaluation of Raymond Orr, Expo Center Employee, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1) iii.
- To Perform the Personnel Performance Evaluation of Leonard Baughman, Emergency Management Director, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1) įv.

## 10. ROAD CROSSING PERMITS

25-016, ONE Gas, Inc./Oklahoma Natural Gas Company to Bore Permanent Gas Line in Section 34, Township 9N, Range 16E- District 1

### 11. NEW BUSINESS

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

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

13. 10:00 A.M. – BID OPENINGS

None.

14. RECESS/ADJOURNMENT

Commissioners' Assistant

### PITTSBURG COUNTY COMMISSIONERS MAY 5, 2025 MINUTES

2025 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:34 A.M., The Board of County Commissioners, Pittsburg County, met in regular session on May 5, May 2, 2025. 1. CALL THE MEETING TO ORDER: The meeting was called to order by Chairman Rogers.

2. ROLL CALL: Charlie Rogers

Culaine rogers Ross Selman Mike Haynes

Present Present

Present

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

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

## 4. APPROVE/DISAPPROVE MEETING MINUTES:

A. REGULAR MEETING FROM APRIL 28, 2025: The minutes from the previous meeting, April 28, 2025 regular meeting were read. Selman made a motion to approve the minutes; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None,

## 6. OFFICIALS – DEPARTMENT REPORTS:

## A. COMMISSIONERS:

i. STATE AND LOCAL FISCAL RECOVERY FUNDS COMPLIANCE REPORT FOR PERIOD ENDING MARCH 31, 2025: Sandra Crenshaw explained the report. The board reviewed the report.

## 7. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

The board moved down the agenda to item 7D.

## D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Building Maintenance	9736	\$ 550.00	H2O Depot
District Attorney	9737	\$ 300.00	H2O Depot
District Attorney	9738	\$ 50.00	OTA Pikepass
Building Maintenance	9739	\$ 450.00	Unifirst
Building Maintenance	9740	\$ 2,000.00	Jamesco
Shady Grove Fire	9741	\$50,000.00	Holt Truck Center
Building Maintenance	9742	\$ 100.00	Unifirst
Expo	9743	\$ 75.00	H2O Depot
Expo	9744	\$ 500.00	Johnny's Market
Expo	9745	\$ 500.00	Bemac
Expo	9746	\$ 100.00	Unifirst
Expo	9747	\$ 1,000.00	Ben E Keith
Expo	9748	\$ 500.00	Lowes
Expo	9749	\$ 500.00	KC Farm
Expo	9750	\$ 100.00	Unifirst
Expo	9751	\$ 1,200.00	Pepsi Cola
Expo	9752	\$ 500.00	Adams True Value
Expo	9753	\$ 1,500.00	Ada Paper
Expo	9754	\$ 20.00	OTA Pikepass
Expo	9755	\$ 200.00	Imperial Inc
Jail	9756	\$ 500.00	TH Rogers
Jail	9757	\$ 500.00	Lowes
Jail	9758	\$ 1,500.00	Locke Supply
Animal Shelter	9759	\$ 500.00	Walmart
Animal Shelter	0926	\$ 500.00	Atwoods
Asphalt Plant	9761		Standard Machine
Asphalt Plant	9762	\$ 500.00	Lowes
Asphalt Plant	9763	\$ 500.00	Kiamichi Automotive
Asphalt Plant	9764	12	Ahern
Asphalt Plant	9765	\$ 500.00	Discount Steel
Asphalt Plant	9926	\$ 1,500.00	Apex Equipment
Asphalt Plant	2926		Comdata
Asphalt Plant	8926		Unifirst
Expo	6926		Comdata
Asphalt Plant	9770	\$ 150.00	Unifirst
Asphalt Plant	9771		Staples
Asphalt Plant	9772		Warren Power
Animal Shelter	9773	\$ 500.00	Atwoods
Animal Shelter	9774		Unifirst
Animal Shelter	9775	\$ 200.00	Comdata

DEPT	PO	AMOUNT	VENDOR
Animal Shelter	9226		Jamesco
Animal Shelter	7777	\$ 500.00	Walmart
Animal Shelter	8778	\$ 200.00	Compliance Resource
Animal Shelter	9779		H2O Depot
Jail	9780	\$ 1,000.00	Hiland Dairy
District 3	9781		OTA Pikepass
District 3	9782	δ.	Comdata
District 3	9784	\$ 200.00	Compliance Resource
District 3	9785	\$ 200.00	Unifirst
District 1	9787	-1	Warren Power
District 1	88/6		O'Reilly's
District 1	6826	\$ 1,000.00	Unifirst
District 1	9790	\$ 200.00	Lindley's Groc
District 1	9792	4	Comdata
District 1	9793	11 0	Weldon Parts
District 1	9794		Unifirst
District 1	9795	\$ 1,500.00	T&W Tire
District 1	7676	\$ 25.00	H2O Depot
District 1	8626	\$ 500.00	Kiamichi Automotive
District 1	9799	\$ 200.00	Compliance Resource
District 1	9801	\$ 100.00	OTA Pikepass
Asphalt Plant	9802	\$ 500.00	O'Reilly's
Asphalt Plant	9803	\$ 500.00	Western Marketing
Asphalt Plant	9804	\$ 100.00	H2O Depot
Jail	9805	\$ 2,500.00	Jamesco
Jail	9086	4	Bemac
Jail	2086		Johnny's Market
Jail	8086	\$ 500.00	H2O Depot
Sheriff	6086	\$ 4,000.00	Custom Technologies
Sheriff	9810	\$ 2,000.00	Pepsi Cola
District 2	9812	\$ 300.00	H2O Depot
District 2	9813	\$ 200,00	Compliance Resource
District 2	9814	\$ 100.00	Company Store
District 2	9815	\$ 6,000.00	Michael A Price
District 2	9816		Daylight 2 Dark
Sheriff	9817	-1	Flowers Baking
Jail	9819	\$ 500.00	T&W Tire
District 2	9820	-	Kiamichi Automotive
District 2	9821	\$ 200.00	Alderson Regional
		- 1	Landfield
District 2	9822	- 1	Unitirst
District 2	9823	w.	Parrott Trucking
District 2	9824		OTA Pikepass
District 2	9825		Unifirst 1st Aid
Expo	9856	$\dashv$	Comdata
Expo	9827	\$ 400.00	Alderson Regional Landfield
	9628	\$ 500 00	Kiamichi Antomotive

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

Charlie Rogers AYE:

Mike Haynes Ross Selman

None. NAY:

Motion Passed.

The board moved back up the agenda to item 7B.

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS: None.

### 9. AGENDA ITEMS:

DENY PETITION TO OPEN SECTION LINE ROAD, BETWEEN SECTION 25 & 26, TOWNSHIP 7 NORTH, RANGE 13 EAST AND SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 EAST, RANGE 13 EAST AND SECTION 24, TOWNSHIP 7 NORTH, RANGE 13 EAST, RUNNING NORTH FROM S. MOUNT HOMA ROAD; OR BETWEEN SECTIONS 13 & 14, TOWNSHIP 7 NORTH, RANGE 13 EAST, SOUTH FROM E. CLEARLAKE ROAD; OR BETWEEN SECTIONS 22 & 15, TOWNSHIP 7 NORTH, RANGE 12 EAST AND SECTION 23 & 24, TOWNSHIP 7 NORTH, RANGE 13 EAST RUNNING EAST FROM court case over this issue and also that they described 3 different possible points of entry and that GRAHAM MEADOW RD OR S. CLEARLAKE ROAD IF GRAHAM MEADOW RD IS that the board could make as it is in an ongoing court case. Selman made a motion to table the only one signature is on the petition. Selman stated that the court could overrule any decision NOT A PUBLIC ROAD - DISTRICT 3: Sandra Crenshaw stated that there is an ongoing A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO ACCEPT OR item from the agenda seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

SECTION 23, TOWNSHIP 7 NORTH, RANGE 13 EAST AND SECTION 24, TOWNSHIP 7 NORTH, RANGE 13 EAST, RUNNING NORTH FROM S. MOUNT HOMA ROAD; OR BETWEEN SECTIONS 13 & 14, TOWNSHIP 7 NORTH, RANGE 13 EAST, SOUTH FROM E. CLEARLAKE ROAD; OR BETWEEN SECTIONS 22 & 15, TOWNSHIP 7 NORTH, RANGE 12 EAST AND SECTION 23 & 24, TOWNSHIP 7 NORTH, RANGE 13 EAST RUNNING EAST FROM GRAHAM MEADOW RD OR S. B. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE OR DISAPPROVE PUBLIC HEARING NOTICE 25-001 TO OPEN SECTION LINE ROAD, DISTRICT 3: Rogers made a motion to table the item form the agenda; seconded by Selman. BETWEEN SECTION 25 & 26, TOWNSHIP 7 NORTH, RANGE 13 EAST AND CLEARLAKE ROAD IF GRAHAM MEADOW RD IS NOT A PUBLIC ROAD

AYE: Charlie Rogers Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

C. RESOLUTION 25-265 TO CANCEL PURCHASE ORDER - DISTRICT 1: Rogers read the resolution stating purchase order 9125. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman Mike Haynes

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NAY: None.

Motion Passed.

INTERLOCAL AGREEMENT BETWEEN PITTSBURG COUNTY DISTRICT 2 AND REX HATRIDGE: Haynes explained the inter-local agreement. Selman made a motion to D. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE approve the inter-local agreement; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

E. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE ROADSIDE RIGHT-OF-WAY INTERGRATED VEGETATION MANAGEMENT (IVM) MAINTENANCE SERVICE AGREEMENT BETWEEN HIGHWAY DISTRICT 3 AND SHUTERRA, LLC: Selman explained the service agreement. Rogers stated that the agreement is in the amount of \$72,100.00. Rogers made a motion to approve the service agreement; seconded by Selman.

Charlie Rogers AYE:

Mike Haynes Ross Selman

NAY: None.

Motion Passed.

F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE **DOCUMENTS FOR ONE** (1) **2024 MOTOR GRADER – DISTRICT 1:** Rogers stated that the lease purchase price s \$398,952.00. Rogers made a motion to approve the lease agreement; seconded by Selman.

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

G. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE FY2026 CONTRACT FOR DETENTION TRANSPORTATION BETWEEN OKLAHOMA Crenshaw stated that this is for the Sheriff to transport the juveniles. Selman made a motion to JUVENILE AFFAIRS AND THE PITTSBURG COUNTY COMMISSIONERS: Sandra approve the contract; seconded by Rogers.

Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE DOCUMENTS FOR ONE (1) 2024 E-ONE FREIGHTLINER M2 112 3,000 GALLON TANKER – PITTSBURG VFD: Hope Trammell stated that the truck was approved by the board from the Sourcewell contract. Selman made a motion to approve the lease agreement; seconded by Rogers.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

None.

NAY:

Motion Passed.

The board moved down the agenda to item 11.

### 11. NEW BUSINESS:

update on the swift water rescue team deployment. Selman asked about the lake levels. Baughman explained the release of water from Lake Thunderbird will increase the amount of FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Leo Baughman gave an CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN water flowing into the Canadian Rivers.

The board moved back up the agenda to item 91.

- 9. AGENDA ITEMS:
- I. EXECUTIVE SESSION:
- I. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION FOR RICHARD FRY, ASPHALT PLANT LABORER, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:
- MARTIN, EXPO CENTER 3<sup>RD</sup> DEPUTY, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1: ii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF KEVIN
- iii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF RAYMOND ORR, EXPO CENTER EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:
- iv. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF LEONARD BAUGHMAN, EMERGENCY MANAGEMENT DIRECTOR, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307.B.1:

Rogers made a motion to go into executive session; seconded by Selman.

AYE: Charlie Rogers Ross Selman Mike Haynes

NAY: None.

Motion Passed.

1. CALL THE MEETING TO ORDER: The meeting was called to back order by Chairman Rogers. Rogers made a motion to come out of executive session back into regular session; seconded by Selman.

AYE: Charlie Rogers

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

The board moved back up the agenda to item 7D.

## 7. FISCAL TRANSACTIONS:

## D. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
District 1	9846	\$40,000.00	Rush Truck Center

Selman made a motion to approve the blanket purchase order; seconded by Haynes.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

The board moved down the agenda to item 9C.

### 9. AGENDA ITEMS:

read the resolution stating purchase order 9125 and 9531. Rogers made a motion to cancel the C. RESOLUTION 25-265 TO CANCEL PURCHASE ORDERS - DISTRICT 1: Rogers purchase order; seconded by Selman.

AYE: Charlie Rogers

Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

Selman made a motion to correct the agenda to read purchase orders as plural; seconded by Rogers.

Charlie Rogers Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

## 10. ROAD CROSSING PERMITS:

A. 25-016, ONE GAS, INC/OKLAHOMA NATURAL GAS COMPANY TO BORE PERMANENT GAS LINE IN SECTION 34, TOWNSHIP 9N, RANGE 16E – DISTRICT

1: Rogers made a motion to approve the road crossing permit; seconded by Selman.

Charlie Rogers AYE:

Ross Selman Mike Haynes

NAY: None.

Motion Passed

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

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

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

Charlie Rogers AYE:

Ross Selman

Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

## Purchase Orders By Account Fiscal Year: 2024-2025 Date Range: 05/05/2025 to 05/05/2025

Purpose	
Vendor Name	
Warrant No.	
9	

Amount

Animal	Animal Shelter			
1316-1-8	020-2005 /	1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS	& OPERATIONS	
008916	000220	WALMART COMMUNITY CARD	DOG AND CAT FOOD ETC	\$ 362.53
008917	000551	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES E	\$ 387.15
008921	000552	UNIFIRST CORP.	MAT MAINTENANCE	\$ 79.44
009357	000553	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 218.79
009400	000554	MWI VET SUPPLY	VET SUPPLIES	\$ 1,170.05
009439	000555	ZOETIS US LLC	VACCINES	\$ 2,179.50
009551	000556	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 868.66
009556	000557	MILLER GLASS CO.	WINDOW REPLACEMENT	\$ 380.00
009638	000558	VYVE BROADBAND	MONTHLY SERVICE	\$ 96.18
009652	000559	CENTER, EWELL	VET SERVICES	\$ 700.00
929600	000260	PRO KILL INC.	PEST CONTROL	\$ 80.00
			Total: \$ 6,522.30	30

### **Donations**

	DOG
1235-1-8020-2202 / ANIMAL SHELIEK DONALIONS	WALMART COMMUNITY CARD
72022-020	000026
1235-1-8	008958

	\$ 455,43
DOG TREATS ETC.	Total:
WALMART COMMUNITY CARD	
000026	
008958	

\$ 455.43

### **Drug Court**

. M&O
COURT
8 DRUG
/ DIST 1
0-2005 /
06-1-190
72(

\$ 70.00	\$ 175.00	\$ 88.10	
			\$ 333.10
COPIER LEASE	OFFICE RENTAL	COPIER MAINTENANCE	Total:
CANON FINANCIAL SERVICES	MCINTOSH CO. YOUTH & FAMILY RES	MILLER OFFICE EQUIPMENT	
000173	000174	000175	
009645	009646	009647	

### **Econ Dev Trust**

## 7603-4-0500-2005 / EDA EXPO M&o

\$ 174.95	\$ 5.02	
		\$ 179.97
MONTHLY SERVICE	TOLL CHARGES	Total:
NEWERA LLC	OTA PIKEPASS CUSTOMER SERVICE C	
000456	000457	
009672	009720	

Amount		\$ 170.00 \$ 170.00	\$ 75.98 \$ 356.00 \$ 1,203.00		\$ 22.21 \$ 195.90 \$ 280.00 \$ 436.61 \$ 185.00	\$ 120.00	\$ 165.33 \$ 8.70 <b>174.03</b>	\$ 107.34	\$ 444.70	\$ 440.00 \$ 50.00 Page 2/9
		\$ 340.00	\$ 1,634.98		\$ 1,119.72	\$ 120.00	\$ 174	\$ 107.34	\$ 444.70	
Purpose		TRAVEL TRAVEL <b>Total:</b>	UTV ACCESSORIES AIR PUMP CAR DETAIL SUPPLIES  Total:		TOLL MONTHLY INTERNET SE TRANSCRIPTS MONTHLY SERVICE SHRED SERVICE  Total:	TRAVEL <b>Total:</b>	OFFICE SUPPLIES COPY OVERAGE <b>Total:</b>	ALPHABET LEDGER TAB <b>Total:</b>	TRAVEL <b>Total:</b>	LODGING REGISTRATION FEE
No. Vendor Name	nt	CIVIL DEFENSE-TRAVEL BAUGHMAN, LEONARD C. FREAS, TOBY	<b>1212-2-2700-2005 / CIVIL DEFENSE M&amp;O</b> 007312 000254 VICARS POWERSPORTS 008296 000255 WHITE CAP LP 008522 000256 MID-AMERICAN RESEARCH CHEMICA		0001-1-0100-2005 / DISTRICT ATTORNEY M&O         008654       003762       OTA PIKEPASS CUSTOMER SERVICE C         009657       003763       VYVE BROADBAND         009658       003764       EVANS, KRISTY         009660       003765       US CELLULAR         0097717       003766       ABSOLUTE DATA SHREDDING	<b>0001-1-0800-1310 / COMMISSIONERS TRAVEL</b> 009671 003767 SELMAN, WILLIAM R.	<b>0001-1-0800-2005 / COMMISSIONERS M&amp;O</b> 008274 003768 STAPLES ADVANTAGE 009532 003769 MILLER OFFICE EQUIPMENT	<b>0001-1-1000-2005 / COUNTY CLERK M&amp;O</b> 009341 003770 MIDWEST PRINTING	<b>0001-1-1600-1310 / ASSESSOR TRAVEL</b> 009547 003771 WHINERY, SUMMIT D.	<b>0001-1-1600-2005 / ASSESSOR M&amp;O</b> 005722 003772 HILTON GARDEN INN 009678 003773 SE DISTRICT COUNTY OFFICERS
Warrant No.	Emergency Mgmt	<b>1212-2-2700-1310 / CIVIL</b> 009694 000252 BA 009695 000253 FR	700-2005 / 000254 000255 000256		100-2005 / 003762 003763 003764 003766	<b>800-1310</b> / 003767	800-2005 / 003768 003769	000-2005	<b>600-1310</b> 003771	600-2005 003772 003773
Ю	Emerge	<b>1212-2-27</b> 009694 009695	<b>1212-2-27</b> 007312 008296 008522	General	0001-1-01 008654 009657 009660 0096717	<b>0001-1-08</b> 009671	<b>0001-1-0</b> 8 008274 009532	<b>0001-1-1</b>	<b>0001-1-1</b>	0001-1-1 005722 009678

O O	Warrant No.	). Vendor Name	Purpose		Amount
General					
<b>0001-1-16</b> (	<b>00-2005 / A</b> 003774	0001-1-1600-2005 / ASSESSOR M&O 009679 003774 OSU-CTP	registration <b>Total:</b>	\$ 555.00	\$ 65.00
<b>0001-1-17</b> 009549	<b>00-2005 / F</b> 003775	<b>0001-1-1700-2005 / REVAL. M&amp;O</b> 009549 003775 AF3 TECHNICAL SOLUTIONS, LLC	CHARGER <b>Total:</b>	\$ 37.96	\$ 37.96
<b>0001-1-20</b> 009636	<b>00-2011 / N</b> 003776	<b>0001-1-2000-2011 / MEDICAL-INMATE</b> 009636 003776 WESTERN OKLAHOMA ANESTHESIA C	INMATE MEDICAL <b>Total:</b>	\$ 4.00	\$ 4.00
<b>0001-1-22</b> 009675	<b>00-2005 / E</b> 003777	<b>0001-1-2200-2005 / ELECTION BOARD M&amp;O</b> 009675 003777 NEWERA LLC	MONTHLY SERVICE <b>Total:</b>	\$ 319.41	\$ 319.41
0001-1-33 008404 008643 008651 009682 009683 009692	00-2005 / N 003778 003779 003781 003781 003783 003784	0001-1-3300-2005 / MAINTENANCE M&O         008404       003778       WAV 11         008643       003779       UNIFIRST CORP.         009651       003780       UNIFIRST CORP.         009682       003781       JAMESCO ENTERPRISES LLC         009682       003782       PRO KILL INC.         009683       003783       ALL ABOUT U PLUMBING         009692       003784       SUMMIT UTILITIES OKLAHOMA INC         009693       003785       SUMMIT UTILITIES OKLAHOMA INC	BATTERY BACKUP UNIFORMS ETC FLOOR MATS AND ETC JANITORIAL SUPPLIES PEST CONTROL PLUMBING REPAIRS MONTHLY SERVICE MONTHLY SERVICE	\$ 4,717.24	\$ 1,600.00 \$ 74.00 \$ 239.48 \$ 71.46 \$ 404.00 \$ 125.00 \$ 119.05
<b>0001-1-45</b> 009668	<b>500-2005 / 1</b>	<b>0001-1-4500-2005 / AUDIT EXPENSE</b> 009668 003786 STATE AUDITOR & INSPECTOR	AUDIT EXPENSE  Total:	\$ 36,436.86	\$ 36,436.86
<b>0001-2-0</b> 4 008701	100-2012 / 1	0001-2-0400-2012 / FEEDING PRISONERS 008701 003787 FLOWERS BAKING CO. OF DENTON	INMATE GROCERIES  Total:	\$ 1,487.98	\$ 1,487.98
<b>0001-2-27</b> 009529 009674	<b>0001-2-2700-2005 / CIV</b> 009529 003788   009674 003789	CIVIL DEFENSE M&O PRO KILL INC. MILLER OFFICE EQUIPMENT	PEST CONTROL COPY OVERAGE <b>Total:</b>	\$ 255.40	\$ 212.00 \$ 43.40

Ю	Warrant No.	o. Vendor Name	Purpose		Amount
General					
<b>0001-2-63(</b> 009222	<b>00-2005 / F</b> 003790	<b>0001-2-6300-2005 / FLOODPLAIN BOARD</b> 009222 003790 OTA PIKEPASS CUSTOMER SERVICE C	TOLL CHARGES <b>Total:</b>	\$ 5.06	\$ 5.06
<b>0001-4-05</b> 0 009435 009436	<b>00-1310 / E</b> 003791 003792	<b>0001-4-0500-1310 / EXPO CENTER TRAVEL</b> 009435 003791 ORR, RAYMOND 009436 003792 MARTIN, KEVIN	TRAVEL TRAVEL <b>Total:</b>	\$ 204.00	\$ 102.00 \$ 102.00
<b>0001-4-05</b> 0 009533	0001-4-0500-2005 / Expo M&O 009533 003793 PUBLIC \$	EXPO M&O PUBLIC SERVICE CO. OF OKLAHOMA PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE		\$ 38.60
009535 009536 009537 009538	003795 003796 003797 003798	PUBLIC SERVICE CO. OF OKLAHOMA			\$ 85.18 \$ 56.13 \$ 4,057.50 \$ 138.18
009539 009540 009545	003800 003801	PUBLIC SERVICE CO. OF OKLAHOMA PUBLIC SERVICE CO. OF OKLAHOMA RURAL WATER DIST.#7	MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE  Total:	\$ 4,485.35	\$ 21.58 \$ 21.58 \$ 28.00
<b>0001-5-09</b> 009661	<b>0001-5-0900-2005 / OSU</b> 009661 003802 A	<b>SSU M&amp;O</b> AIRGAS	CYLINDER LEASE <b>Total:</b>	\$ 100.00	\$ 100.00
Health 1216-3-50 008724 008770 009620	000-2005 / I 000345 000346 000347 000348	Health         1216-3-5000-2005 / HEALTH DEPT. M&O         008724       000345       PRO KILL INC.         008761       000346       STAPLES         008770       000347       WITTKOPF, SHELLY         009620       000348       LOWES	PEST CONTROL INK CARTRIDGES ETC. CONTRACT SERVICES LIGHT COVERS  Total:	\$ 2,485.46	\$ 158.00 \$ 1,016.44 \$ 1,173.00 \$ 138.02
Highway 1102-6-42 005798 009554	<b>y</b> 200-2005 / 002544 002545	Highway         1102-6-4200-2005 / DIST. #2 M&O         005798       002544       OSU-CTP         009554       002545       SUMMIT UTILITIES OKLAHOMA INC	TRAINING MONTHLY SERVICE	- E	\$ 40.00
			lotal:	\$ 355.66	

Amount	
Purpose	
Vendor Name	
Warrant No.	
Po	Hwy-ST

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# 1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O

\$ 6,074.98	\$ 47.16	\$ 826.67	
			\$ 6,948.81
#4 SCREENINGS	MONTHLY SERVICE	ELECTRICAL PARTS	Total:
DOLESE	RURAL WATER DIST #6	AHERN INDUSTRIES INCORPORATED	
002345	002346	002347	
009226	009516	009640	

# 1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1

009442	002348	T3 TIRE & WELDING	TIRES & SERVICE CALL	\$
009552	002349	OTA PLATEPAY	TOLL CHARGES	\$ 13.52
009553	002350	HAILEYVILLE WATER DEPT.	MONTHLY SERVICE	\$ 243.95
009555	002351	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 237.21
009639	002352	CROSS TELEPHONE CO.	MONTHLY SERVICE	\$ 32.69
009654	002353	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 196.82
			Total:	\$ 2,512.85

# 1313-6-8042-2005 / HIGHWAY SALES TAX M&O DISTRICT #2

\$ 11,948.17	\$ 13,643.32	\$ 3,520.00	\$ 5,888.26	\$ 63.64	\$ 763.17	\$ 2,175.00	\$ 2,088.68	
1 1/2" CRUSHER RUN	1 1/2" ODOT BASE TYPE	RED GRAVEL	FUEL	VALVE	LEVEL ETC	CONTRACT HAULING	PUMP	Total: \$ 40,090.24
1 1/2" (	1 1/2" 0	R			7	CONTR	兴	Tot
DOLESE	DOLESE	PRICE, MICHAEL A	RAM INC	WELDON PARTS INC	LOWES	PARROTT TRUCKING	INLAND TRUCK PARTS & SERVICE	
002354	002355	002356	002357	002358	002359	002360	002361	
008103	008233	009350	009448	009452	009459	009517	009631	

# 1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3

008137	002362	DOLESE	8" SURGE	\$ 364.06
008927	002363	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,791.77
009122	002364	RAM INC	FUEL	\$ 2,782.26
008300	002365	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 286.41
009301	002366	WESTERN MARKETING, INC.	DIESEL EXHAUST FLUID	\$ 843.28
009355	002367	STAPLES ADVANTAGE	BATTERIES	\$ 134.39
009377	002368	DOLESE	1 1/2" CRUSHER RUN	\$ 5,927.78
009401	002369	LOWES	SPRAYER ETC	\$ 96.60
009402	002370	ALL PAWN & SURPLUS	GAME CAMERAS	\$ 400.00
009410	002371	WELDON PARTS INC.	ELECTRICAL PARTS	\$ 269.72
009416	002372	WELDON PARTS INC.	TUBING	\$ 19.40
009425	002373	JOHNNYS A STREET MARKET	TRASH BAGS	\$ 21.58
009434	002374	ALDERSON REGIONAL LANDFILL	LANDFILL CHARGES	\$ 285.58
009443	002375	WELDON PARTS INC.	MUD FLAPS	\$ 52.02
009447	002376	RAM INC	FUEL	\$ 3,145.47
009453	002377	PITSTOP LOCK & SAFE	KEYS	\$ 36.00

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Amount			\$ 528.78	\$ 168.67	\$ 5,510.00	\$ 7,058.03	\$ 740.00	\$ 920.70	\$81.38	\$ 926.42	\$ 309.40	\$ 388.00	\$ 369.79				\$ 1,361.09			\$ 90.75			\$811.78				\$ 31,805.28			\$ 8,845.00			\$ 296.10	Page 6/9	
							_							\$ 33,457.49				\$ 1,361.09			\$ 90.75			\$ 811.78				\$ 31,805.28		0 8 4 5 00	00.040.00		¢ 206 40	0.000	
Purpose		#3	A/C PARTS	TOW PIN ETC	GRILL GUARD	EQUIPMENT REPAIR	WINDSHIELD REPLACEM	MONTHLY SERVICE	BRAKE REPAIR	LIGHTS ETC	<b>MEASURING TAPES</b>	FLAT STRAP	SAW ETC.	Total:			MONTHLY SERVICE	Total:		INMATE MEDICAL	Total:		INMATE GROCERIES	Total:			R GEAR	otal:	UTLAY	CABINET	lotai.		RADIO	lotal.	
Vendor Name		GHWAY SALES TAX M&O DISTRICT #3	FLEET PRIDE	PREMIER TRUCK GROUP	DEFRANGE AUTO	G.W. VAN KEPPEL COMPANY		SUMMIT UTILITIES OKLAHOMA INC	DUNN COUNTRY CHEVROLET	WELDON PARTS INC.	LOWES	DISCOUNT STEEL	LOWES			MAINTENANCE & OPERATIONS	SUMMIT UTILITIES OKLAHOMA INC		AIL INMATE MEDICAL	MRHC SE CLINIC		1315-2-8034-2012 / JAIL INMATE GROCERIES	HILAND DAIRY			RROWHEAD FIRE DEPT M&O	REDLINE FIRE EQUIPMENT & SUPPLY		RROWHEAD FIRE DEPT CAPITAL OUTLAY	TAYLOR, ROBERT L		SHLAND FIRE DEPT M&O	ICOM AMERICA INC.		
Warrant No.		1313-6-8043-2005 / HIG	002378	002379	002380	002381	002382	002383	002384	002385	002386	002387	002388			1315-2-8034-2005 / .IAI	000724		1315-2-8034-2011 / JAII	000725		34-2012 / J	000726		e-ST	1321-2-8202-2005 / AR	001009		1321-2-8202-4110 / AR	001010		1321-2-8203-2005 / AS	001011		
РО	Hwy-ST	1313-6-804	009455	009456	009460	603600	009541	009550	809600	609600	009613	009618	009622		Jail-ST	1215-2-80	009610		1315-2-80	009633		1315-2-80	008661		Rural Fire-ST	1321-2-82	007052		1321-2-82	008358		1321-2-82	008774		

Ю	Warrant No.	No. Vendor Name	Purpose		Amount
Rural Fire-ST	re-ST				
<b>1321-2-82</b> 003845 009480 009628 009629	206-2005 / 001012 001013 001014 001015	1321-2-8206-2005 / BLUE FIRE DEPARTMENT M&O         003845       001012       SNOW, TITUS         009480       001013       OK TIRE         009628       001014       REPUBLIC SERVICES #375         009629       001015       PUBLIC SERVICE CO. OF OKLAHOMA         009630       001016       KIAMICHI ELECTRIC COOPERATIVE	LAWN CARE BATTERIES MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE	\$ 1,919.06	\$ 1,000.00 \$ 386.45 \$ 332.75 \$ 75.86 \$ 124.00
<b>1321-2-8</b> %	<b>207-2005</b> /	<b>1321-2-8207-2005 / CANADIAN FIRE DEPT M&amp;O</b> 009691 001017 CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE <b>Total:</b>	\$ 143.95	\$ 143.95
<b>1321-2-8</b> ; 009714 009715	<b>208-2005 /</b> 001018 001019	<b>1321-2-8208-2005 / CANADIAN SHORES FD M&amp;O</b> 009714 001018 RURAL WATER DIST #18 009715 001019 KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE MONTHLY SERVICE <b>Total:</b>	\$ 275.00	\$ 200.00
<b>1321-2-8</b> ; 009707 009708 009709	<b>212-2005</b> / 001020 001021 001022	1321-2-8212-2005 / FIRE FIGHTERS ASSOC M&O         009707       001020       COOKSON HILLS ELECTRIC COOP.         009708       001021       PUBLIC SERVICE CO. OF OKLAHOMA         009709       001022       CITY OF MCALESTER	MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE <b>Total:</b>	\$ 238.76	\$ 55.00 \$ 94.22 \$ 89.54
<b>1321-2-8</b> ; 008865	<b>213-2005</b> / 001023	<b>1321-2-8213-2005 / HARTSHORNE FIRE DEPT M&amp;0</b> 008865 001023 MYDER FIRE SUPPORT	TRUCK REPAIRS <b>Total:</b>	\$ 5,284.00	\$ 5,284.00
<b>1321-2-8</b> : 008624 009481 009729	<b>1321-2-8214-2005 / HIGH</b> 008624 001024 Ta 009481 001025 PI 009729 001026 CI	/ HIGH HILL FIRE DEPT M&O  T & W TIRE PITTSBURG COUNTY FIREFIGHTERS CLEARFLY	TIRES MEMBERSHIP DUES MONTHLY INTERNET SE <b>Total:</b>	\$ 544.91	\$ 468.84 \$ 25.00 \$ 51.07
<b>1321-2-8</b> 009544	<b>215-2005</b> / 001027	<b>1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&amp;O</b> 009544 001027 OK FIRE	FOAM <b>Total:</b>	\$ 2,782.50	\$ 2,782.50
<b>1321-2-8</b> 009718 009719	. <b>216-2005</b> / 001028	<b>1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&amp;O</b> 009718 001028 PUBLIC SERVICE CO. OF OKLAHOMA 009719 001029 KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE MONTHLY SERVICE  Total:	\$ 215.41	\$ 87.00 \$ 128.41 Page 7/9

Rural Fire-ST	re-ST				
<b>1321-2-82</b> 006480 007673 009663	218-2005 / 001030 001031 001032 001033	1321-2-8218-2005 / INDIANOLA FIRE DEPT M&O         006480       001030       ATWOODS         007673       001031       COMDATA         009663       001032       RURAL WATER DIST #18         009664       001033       THE BURROWS AGENCY	FIRE DEPT SUPPLIES FUEL MONTHLY SERVICE INSURANCE <b>Total:</b>	\$ 11,380.73	\$ 640.40 \$ 814.33 \$ 200.00 \$ 9,726.00
<b>1321-2-82</b> 009126	<b>220-4110</b> / 001034	1321-2-8220-4110 / KREBS FIRE DEPT CAP. OUTLAY 009126 001034 VICARS POWERSPORTS	UTV <b>Total:</b>	\$ 40,159.99	\$ 40,159.99
<b>1321-2-8</b> 2 003007 009616 009617	222-2005 / 001035 001036 001037	1321-2-8222-2005 / PITTSBURG FIRE DEPT M&O 003007 001035 KIAMICHI AUTOMOTIVE WAREHOUSE 009616 001036 PUBLIC SERVICE CO. OF OKLAHOMA 009617 001037 SUMMIT UTILITIES OKLAHOMA INC	PARTS & SHOP SUPPLIE MONTHLY SERVICE MONTHLY SERVICE <b>Total:</b>	E \$ 1,070.57	\$ 944.08 \$ 48.00 \$ 78.49
<b>1321-2-8;</b> 009250 009626	<b>224-2005</b> / 001038 001039	1321-2-8224-2005 / RUSSELLVILLE FIRE DEPT M&O 009250 001038 PITTSBURG COUNTY FIREFIGHTERS 009626 001039 THE BURROWS AGENCY	MEMBERSHIP DUES INSURANCE <b>Total:</b>	\$ 7,008.00	\$ 25.00 \$ 6,983.00
<b>1321-2-8</b> ; 009685 009686 009687 009688	225-2005 / 001040 001041 001042 001043 001044	1321-2-8225-2005 / SAMS POINT FIRE DEPT M&O         009685       001040       RURAL WATER DIST #18         009686       001041       CANADIAN VALLEY TELEPHONE         009687       001042       H & H ALARM CO INC         009688       001043       US CELLULAR         009689       001044       THE BURROWS AGENCY	MONTHLY SERVICE MONTHLY SERVICE MONTHLY SERVICE INSURANCE Total:	\$ 1,685.28	\$ 200.00 \$ 109.00 \$ 42.50 \$ 44.78 \$ 1,289.00
<b>1321-2-8</b> 009726 009727	<b>227-2005</b> / 001045	<b>1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&amp;O</b> 009726 001045 RURAL WATER DIST. #9 009727 001046 KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE MONTHLY SERVICE <b>Total:</b>	\$ 305.74	\$ 82.84
SH Cor 1223-2-0	SH Commissary 1223-2-0400-2005 /	SH Commissary 1223-2-0400-2005 / SHERIFF COMMISSARY M&O			
008418 008690 009393	000217 000218 000219	STAPLES PEPSI-COLA BOTTLING CO. COMMISSARY EXPRESS	OFFICE SUPPLIES INHOUSE COMMISSARY COMMISSARY PRODUCT	≿	\$ 244.49 \$ 1,122.70 \$ 2,317.14
					Page 8/9

Amount

Purpose

Warrant No. Vendor Name

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### HOUSE FEES	Warrant No. Vendor Name nissary
Total: \$ 7,198.94  \$ 7,198.94	SHERIFF COMMISSARY M&O COMMISSARY EXPRESS
Total: \$ 7,198.94  Total: \$ 7,198.94  Total: \$ 7,198.94  INMATE HYGIENE SUPPLI INMATE CLOTHING ETC. INMATE CLOTHING ETC. INMATE CLOTHING ETC. INMATE WORK CREW OIL CHANGES MONTHLY SERVICE SCATIONS EWAREHOUSE EWAREHOUSE SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES REPS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 7795.00  Grand Total: \$ 283,917.86	
INMATE HYGIENE SUPPLI INMATE CLOTHING ETC. INMATE WORK CREW OIL CHANGES MONTHLY SERVICE RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ACCESSORIES SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Grand Total: \$ 181.00  Grand Total: \$ 283,917.86	<b>1226-2-0400-2012 / FEEDING PRISONERS</b> 009366 001681 BEN E. KEITH OKLAHOMA
INMATE HYGIENE SUPPLI INMATE CLOTHING ETC. INMATE WORK CREW OIL CHANGES MONTHLY SERVICE RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR Total: \$ 9,856.60  Total: \$ 795.00  Grand Total: \$ 181.00	1226-2-3400-2005 / JAIL M&O
INMATE CLOTHING ETC. INMATE WORK CREW OIL CHANGES MONTHLY SERVICE RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR Total: \$ 9,856.60  Crand Total: \$ 181.00  Grand Total: \$ 283,917.86	BOB BARKER COMPANY
INMATE WORK CREW OIL CHANGES MONTHLY SERVICE RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Crand Total: \$ 181.00  Grand Total: \$ 283,917.86	BOB BARKER COMPANY
MONTHLY SERVICE RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR Total: \$ 9,856.60  Crand Total: \$ 181.00  Grand Total: \$ 283,917.86	PEPSI-COLA BOLLLING CO.
RADIO ACCESSORIES JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Cand Total: \$ 181.00  Grand Total: \$ 283,917.86	WAV 11
JAIL MAINTENANCE SUP RADIO ETC SHIPPING SCREWS ETC. FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR Total: \$ 9,856.60  Crand Total: \$ 181.00  Grand Total: \$ 283,917.86	MUSKOGEE COMMUNICATIONS
SCREWS ETC.  SURPPING SCREWS ETC.  FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  Grand Total: \$ 283,917.86	BEMAC SUPPLY
SCREWS ETC.  HOUSE FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  DEBIT PHONE TIME FEE  Total: \$ 1181.00  Grand Total: \$ 283,917.86	MUSKOGEE COMMUNICATIONS UNITED PACKAGING & SHIPPING
HOUSE FILTER JANITORIAL SUPPLIES KEYS BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SOFTWARE LICENSE SOFTWARE LICENSE SOFTWARE LICENSE SOFTWARE LICENSE SOFTWARE LICENSE Total: \$ 9,856.60  Total: \$ 795.00  Grand Total: \$ 181.00	FASTENAL COMPANY
MONTHLY SERVICE SOFTWARE LICENSE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 181.00  Grand Total: \$ 283,917.86	KIAMICHI AUTOMOTIVE WAREHOUSE
BUSINESS CARDS MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	JAMESCO ENTERPRISES LLC PITSTOP I OCK & SAFF
MONTHLY SERVICE SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	BRIGGS PRINTING
SOFTWARE LICENSE SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	WAV 11
NG SHIPPING VACUUM FIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	WAV 11
PIRE ALARM REPAIR  Total: \$ 9,856.60  Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	UNITED PACKAGING & SHIPPING
Total: \$ 9,856.60    INMATE MEDICAL	WALMART COMMUNITY CARD JE SYSTEMS INC
Total: \$ 795.00  S DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	
Total: \$ 795.00  DEBIT PHONE TIME FEE  Total: \$ 181.00  Grand Total: \$ 283,917.86	1226-2-3400-2011 / JAIL INMATE MEDICAL
DEBIT PHONE TIME FEE <b>Total:</b> \$ 181.00 <b>Grand Total:</b> \$ 283,917.86	CITY OF MCALESTER
DEBIT PHONE TIME FEE	1226 2 2400 2020 / INMATE BEONE
\$ 283,917.86	COMMISSARY EXPRESS

## SLFRF Compliance Report - SLT-2819 - P&E Report - 2025 Report Period: Annual March 2025

### Recipient Profile

### Recipient Information

Recipient UEI	MCWGHA8V6MJ5
Recipient TIN	736006407
Recipient Legal Entity Name	Pittsburg County, OK
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	115 E. Carl Albert Parkway, Room 100
Recipient Address 2	
Recipient Address 3	
Recipient City	McAlester
Recipient State/Territory	OK
Recipient Zip5	74501
Recipient Zip+4	
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding, and NEUs that are allocated less than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2025
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

### Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes
Recipient attestation that any amount not reported as obligated in this report, and will need to be returned to Treasury.	Yes

## Project Name: REVENUE REPLACEMENT

Project Identification Number	RESOLUTION 23-046
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Total Cumulative Obligations	\$3,591,275.84
Total Cumulative Expenditures	\$3,566,248.86
Current Period Obligations	\$69,401.20
Current Period Expenditures	\$326,332.11
Project Description	REVENUE REPLACEMENT AS ALLOWED BY US TREASURY VERSION 4.2

## Project Name: SECURITY UPGRADES - JAIL

Project Identification Number	ARPA 21.003
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$919,045.41
Total Cumulative Expenditures	\$919,045.41
Current Period Obligations	(\$293,873.46)
Current Period Expenditures	(\$232,148.31)
Project Description	UPGRADE SECURITY SYSTEM AT JAIL TO HELP MINIMIZE CONTACT BETWEEN JAIL EMPLOYEES AND INMATES.

# Project Name: Emergency Management Storage Warehouse

Project Identification Number	ARPA 21.001
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$308,586.43
Total Cumulative Expenditures	\$308,586.43
Current Period Obligations	(\$7,524.06)
Current Period Expenditures	\$17,662.60
Project Description	CONSTRUCTION OF A PERSONAL PROTECTIVE EQUIPMENT WAREHOUSE AT THE EMERGENCY MANAGEMENT COMPLEX

## Project Name: HVAC/WATER - JAIL

Project Identification Number	ARPA 21.002
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$309,959.94
Total Cumulative Expenditures	\$309,959.94
Current Period Obligations	(\$25,688.91)
Current Period Expenditures	\$78,580.00
Project Description	UPGRADE HVAC UNITS AND WATER HEATERS AT THE PITTSBURG COUNTY JAIL

## Project Name: EXPO HVAC/ROOF REPAIRS

Project Identification Number	ARPA 21.004
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,539,175.85
Total Cumulative Expenditures	\$2,539,175.85
Current Period Obligations	\$255,402.57
Current Period Expenditures	\$258,433.80
Project Description	UPGRADE HVAC SYSTEM AND REPAIR ROOF OF THE SOUTHEAST EXPO AS IT IS USED AS A POD FOR COVID TESTING AND COVID MASS VACCINATIONS.

## Project Name: CONSTRUCTION - COUNTY CLERK

Project Identification Number	ARPA 21.007
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$25,997.00
Total Cumulative Expenditures	\$25,997.00
Current Period Obligations	\$1,355.00
Current Period Expenditures	\$1,355.00
Project Description	CONSTRUCTION OF WALL TO KEEP PUBLIC SEPARATE FROM COUNTY CLERK EMPLOYEES

## Project Name: CONSTRUCTION - COURT CLERK

Project Identification Number	ARPA 21.008
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$12,810.00
Total Cumulative Expenditures	\$12,810.00
Current Period Obligations	\$7,810.00
Current Period Expenditures	\$7,810.00
Project Description	COMPLETION OF GLASS PARTITION TO PROTECT COURT CLERK EMPLOYEES FOR PUBLIC

## Project Name: HVAC SYSTEM - COURTHOUSE

Project Identification Number	ARPA 21.009
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$772,427.53
Total Cumulative Expenditures	\$772,427.53
Current Period Obligations	\$40,868.28
Current Period Expenditures	\$350,138.55
Project Description	UPGRADE THE HVAC SYSTEM AT THE COUNTY COURTHOUSE TO IMPROVE VENTILATION



### Report

### Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$8,479,278.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue replacement funds were allocated to government services by resolution through the Board of County Commissioners on April 11, 2022 during a regularly scheduled meeting.

### Overview

Total Obligations	\$8,479,278.00
Total Expenditures	\$8,454,251.02
Total Adopted Budget	\$0.00
Total Number of Projects	8
Total Number of Subawards	0
Total Number of Expenditures	0

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit No report to the Federal Audit Clearinghouse (FAC)?	No
Please explain why you did not submit an audit to the FAC	Waiting on completed audit from the Oklahoma State Auditor and Inspector's Office.

### Certification

Authorized Representative Name	KEVIN SMITH
Authorized Representative Telephone	(918) 423-1338
Authorized Representative Title	Chairman, Board of County Commissioners
Authorized Representative Email	bocc@pittsburg.okcounties.org
Submission Date	4/28/2025 8:43 AM

### RESOLUTION 25-265

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 05, 2025.

WHEREAS, Pittsburg County District 1, issued the following purchase orders:

9125, issued on April 10, 2025 to Premier Truck Group in the amount of \$1,511.63 for U Joints.

9531, issued on April 28, 2025 to Rush Truck Center in the amount of \$30,000.00 for truck repairs to unit #303.017

WHEREAS, the above-mentioned Purchase Orders were not used and no longer needed, and should be canceled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel Purchase Order 9125 and 9531 for FY 2024-2025.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

MELL CONCRERK AND CONCRERK AND CONCRERK AND CONCRERK AND CONCRERK AND CONCRERE AND

CHAIRMAN <u></u>

VICE-CHAIRMAN

MEMBER

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### INTERLOCAL AGREEMENT

### BETWEEN

### PITTSBURG COUNTY DISTRICT #2 AND Rex Hateidge

WHEREAS, Pittsburg County District #2 and Rex Hatridge wish to enter into
the following agreement.
Rex Hatridge has agreed to allow Highway District #2 to access his
property for the purpose of Shale for county.
In return, Highway District #2 agrees to repair any damages caused to  Weep Road Fixed property.
This agreement may be terminated by either party by written notice.
Dated: 5/5/2025
BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA  CHAIRMAN  ATTEST:
VICE-CHAIRMAN  MEMBER  COUNTY CLERK
LANDOWNER

### 1. Contract Title and Parties Involved

This Agreement is entered into as of May 5 2025 (the "Effective Date"), by and between Shuterra, LLC, an Oklahoma-based company ("Service Provider"), and Pittsburg County District 3, located at 1906 N 15th Street McAlester, OK. 74501 ("Client"). This Agreement sets forth the terms and conditions under which Shuterra will provide Integrated Vegetation Management (IVM) maintenance services to the Client's roadside right-of-way for an annual flat rate per road mile, ensuring acceptable vegetation conditions as specified within.

### 2. Background and Purpose

This agreement outlines the terms and conditions under which Shuterra will provide Integrated Vegetation Management (IVM) maintenance services to maintain the roadside right-of-way for the Client. Shuterra will provide maintenance services at a guaranteed annual flat rate per road mile, ensuring that roadside conditions meet acceptable standards throughout the contract period.

### 3. Scope of Services

### 3.1 Services Provided

- Vegetation Management Maintenance: Services include mowing, herbicide applications, and other vegetation control methods necessary to maintain acceptable roadside conditions as defined by this agreement.
- Frequency and Schedule: Maintenance activities will be conducted based on an agreed-upon schedule, considering seasonal growth patterns, weather, and other factors affecting vegetation growth.
- Scope of Coverage: The IVM services and acceptable conditions apply only to the specific road miles outlined in this agreement. Shuterra is not responsible for vegetation management or maintaining conditions on road miles outside the contract scope.
- Infrastructure Repair or Replacement: Shuterra will be responsible for any repairs or replacements to road infrastructure, signage, guardrails, or drainage systems affected by vegetation management maintenance services.
- Initial Assessment and Continuous Monitoring: Upon execution of the contract, Shuterra will conduct a comprehensive initial vegetation assessment of the agreed-upon road miles. This assessment will document the existing vegetation conditions to

establish a baseline and ensure that all areas meet the required standards for contract commencement. Additionally, Shuterra will provide continuous monitoring throughout the contract term to ensure that the right-of-way remains within acceptable conditions. Regular site inspections and assessments will be conducted, with adjustments made as necessary to maintain compliance with agreed standards.

- **No Spray Zones:** In situations where a section of road mile is designated as a No Spray Zone, Shuterra will mechanically manage the designated area. The Client is responsible for informing Shuterra of any No Spray Zones prior to the commencement of services or as soon as these zones are identified.
- Aerial Operations for Small Treatment Areas: When reasonable and the treatment
  area is less than 1 acre at a designated location, Shuterra Aerial Operations may be
  used to control roadside right-of-way areas. This approach is intended to increase
  efficiency and minimize on-ground impact. Aerial treatment will be performed in
  compliance with all relevant regulations and safety protocols.
- **3.2 Excluded Services** The following services are not included in this contract unless specifically added by amendment:
  - **Debris Removal:** Removal of non-vegetative debris, including litter, large rocks, fallen branches from storm damage, or any other non-vegetative waste obstructing the right-of-way.
  - Waste Removal and Disposal: Disposal of hazardous materials, large debris, or any
    waste materials resulting from incidents like vehicle accidents or illegal dumping.
  - Tree Removal and Major Brush Clearing: Removal of trees, large bushes, or woody plants over 3" in diameter that may require specialized equipment.
  - Emergency Services: Services required outside regular maintenance activities due to unforeseen events such as severe storms, floods, or other natural disasters.
  - Road or Traffic Control: Management of traffic or provision of road control measures during maintenance activities is not included.

These exclusions help clarify Shuterra's scope of work and can be added as separate services if needed, subject to a separate agreement and pricing.

### 3.3 Definition of Acceptable Conditions

- Initial Condition Requirement: The vegetation in the agreed-upon road miles must
  meet the acceptable conditions defined below at the commencement of this contract.
  Shuterra's responsibility under this agreement will only begin if the right-of-way is
  already in compliance with these standards. If the conditions do not meet these
  standards initially, corrective measures must be taken by the Client or through a
  separate agreement before this contract can commence.
- Vegetation Height: Vegetation in managed areas will not exceed 16 inches on a continuous average. While individual patches may temporarily exceed this height, the

overall vegetation height across the agreed-upon miles will consistently average 16 inches or lower.

- Clearance and Visibility: Critical visibility zones, such as those near signage, intersections, and curves, will be maintained to ensure clear sight lines for drivers and pedestrians.
- Invasive Species and Brush Control: Regular control measures will target invasive species and brush to prevent encroachment on roadways and public areas within the contracted road miles. However, if brush or trees are encroaching on the roadway at the commencement of the contract, it is the responsibility of the Client to manage and remove such encroachment before the contract period begins. Shuterra cannot guarantee the prevention of further encroachment within a 12-month period unless the right-of-way is brought into compliance with acceptable conditions prior to the start of services.

### 4. Term and Renewal

### 4.1 Initial Term

 The initial term of this agreement shall commence on May 5, 2025 and conclude on June 30, 2026.

### 4.2 Renewal

 If appropriations are not available as of June 30th 2025 this agreement can be cancelled after initial payment of \$36,050.00 has been paid.

### 5. Payment Terms

### 5.1 Annual Flat Rate

The Client agrees to pay Shuterra an annual flat rate of \$700 per road mile for comprehensive Integrated Vegetation Management (IVM) services provided under this agreement. The IVM service encompasses initial assessments, continual assessments, herbicide applications, mowing, reporting, and other necessary maintenance activities. Service timing will vary depending on optimal weather conditions and other environmental factors.

### 5.2 Payment Terms

50% of the Total Annual Maintenance Agreement is due within 30 days of the agreement start date. The remaining balance will be paid in one payment due on September 5th 2025. The agreement can also be paid in full.

### 5.3 Payment Schedule

Total Agreement Amount: \$72,100

Initial Payment Amount: \$ 36,050

Contract Balance Eligible for Partial Payments: \$36,050.00

### **Payment Options**

### X Option 2: Second Payment

The Client shall pay the remaining annual rate in one installment of \$\_36,050.00\_, due on the following date.

Payment 2: September 5th, 2025

### 6. Responsibilities of the Parties

### 6.1 Responsibilities of Shuterra

 Service Delivery: Provide the services specified in the scope, using qualified personnel and equipment.

- Compliance: Ensure that all services comply with applicable laws and regulations regarding vegetation management, including herbicide applications.
- Reporting: Supply periodic reports on the condition of the managed roadside and services performed, as specified in Section 9.

### 6.2 Responsibilities of the Client

- Access and Cooperation: Provide Shuterra with necessary access to the roadside areas covered under this agreement.
- Communication: Promptly communicate any issues or concerns regarding vegetation management needs.
- Payments: Make timely payments as per the payment schedule outlined in Section 5.

### 7. Performance Standards and Guarantees

### 7.1 Standards

 Shuterra agrees to maintain vegetation in a condition that meets or exceeds the standards described in Section 3.2.

### 7.2 Guarantee

Shuterra guarantees the service quality as outlined. If Shuterra fails to meet the
acceptable vegetation standards, they will provide corrective services at no additional
cost within 30 days.

### 8. Risk Management and Liability

### 8.1 Insurance

 Shuterra shall maintain liability insurance, including coverage for herbicide applications, to protect both parties in the event of damages arising from service activities.

### 8.2 Liability Limits

 Shuterra's total liability under this contract shall not exceed the total amount paid by the Client in the contract year, except in cases of gross negligence or willful misconduct.

### 9. Monitoring and Reporting

### 9.1 Regular Monitoring

 Shuterra will perform regular inspections to monitor vegetation conditions and ensure compliance with standards.

### 9.2 Reporting Schedule

- Reports shall be provided bi-annual, detailing:
  - o Condition Assessment: Current state of vegetation.
  - o Services Completed: Record of activities performed since last reporting period.
  - o Planned Services: Scheduled services for the following period.

### 9.3 Reporting Unacceptable Vegetation Conditions

### Reporting Unacceptable Conditions

- Electronic Client Portal: The Client is required to use Shuterra's designated electronic client portal to report any unacceptable right-of-way vegetation conditions that do not meet the standards defined in Section 3.3. This ensures efficient communication and proper tracking of reported issues.
- Reporting Details: Reports should include a description of the unacceptable condition, the specific location, and any supporting photos if available as requested in the portal.

### Assistance with the Client Portal

 Support Contact: For further explanation or assistance with accessing or using the client portal, the Client should contact their designated Shuterra Account Manager.

### 10. Termination and Cancellation

### 10.1 Termination for Cause

 Either party may terminate this agreement with written notice of at least 60 days if the other party materially breaches the agreement and fails to cure such breach within 30 days after receiving notice.

### 10.2 Termination for Convenience

• Either party may terminate this agreement for convenience with 60 days written notice. Termination for convenience is subject to a prorated payment based on services completed to the termination date.

### 10.3 Effect of Termination

 Upon termination, Shuterra shall cease all services, and the Client shall pay any outstanding balance for services rendered up to the termination date.

### 11. Dispute Resolution

### 11.1 Mediation and Arbitration

- **Mediation Requirement**: In the event of a dispute arising under this Agreement, both parties agree to first seek resolution through mediation. The mediation will be facilitated by a mutually agreed-upon mediator.
- Arbitration Process: If the dispute is not resolved through mediation within 90 days, the
  matter will proceed to binding arbitration in Pittsburg County, Oklahoma. The arbitration
  will be administered by an arbitration service provider such as the Oklahoma Academy
  of Mediators & Arbitrators (OAMA) or a similar entity as mutually agreed by the parties.
- Arbitrator Selection Process:
  - List of Arbitrators: The arbitration service provider will present a list of potential arbitrators with relevant expertise to both parties.
  - Review and Ranking: Each party will review the list and rank their preferred arbitrators. Both parties have the option to strike any names they deem unacceptable.
  - Appointment: The arbitration provider will then appoint the highest-ranked arbitrator mutually acceptable to both parties. If the parties cannot agree on an arbitrator, the arbitration provider will make the appointment administratively.

# Shuterra Roadside Right-of-Way Integrated Vegetation Management (IVM) Maintenance Service Agreement

Disclosure and Acceptance: The appointed arbitrator must disclose any
potential conflicts of interest. If there are no objections from either party, the
arbitrator will accept the appointment, and the arbitration process will proceed.

# 11.2 Governing Law

This Agreement shall be governed by the laws of the State of Oklahoma.

#### 11.3 Arbitration Location and Rules

- Location: The arbitration shall be held in Pittsburg County, Oklahoma.
- Rules: The arbitration will be conducted in accordance with the rules of the selected arbitration provider.

# 12. Confidentiality

 Both parties agree to maintain confidentiality regarding all proprietary information disclosed during the term of this contract and for a period of two years after termination.

# 13. Miscellaneous Provisions

# 13.1 Entire Agreement

 This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or negotiations.

#### 13.2 Amendments

Any amendments to this agreement must be made in writing and signed by both parties.

# 13.3 Force Majeure

 Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, government restrictions, or other unforeseen events.

# Shuterra Roadside Right-of-Way Integrated Vegetation Management (IVM) Maintenance Service Agreement

# **Signatures**

**Client Representative:** 

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Title: District 3 Commissioner

Date: 5/5/2025

Shuterra, LLC Representative:

Signature:

Name: Carla Bonner

**Account Manager** 

Date: May 5, 2025

# Pittsburg County, OKLAHOMA

# LEASE PURCHASE AGREEMENT

This agreement is made this <u>May 5, 2025</u> by and between the Board of County Commissioners of <u>Pittsburg County</u>, Oklahoma, designated throughout this agreement as the Lessee, and <u>Warren Cat</u>, designated throughout this agreement as the Lessor.

#### I. Equipment

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

Make 2024 C	Model aterpillar 120 A	Description AWD JY Motor Grader ment, accessions, add	Serial # 0Y9D00956 itions, and attac	Quantity 1 hments thereto	\$309,144.03	Lease Purchase Price \$398,952.00
togethe	with an equip	mone, accessions,	10 mm			

# II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of \$3,324.60 per month, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

#### III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

#### IV. Option To Renew

The Lessee is hereby granted 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 11 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

#### V. Title To Equipment

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

#### VI. Option To Purchase

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

# VII. Delivery And Return Of Equipment

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

#### 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.

#### IX. Taxes

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.

#### XI. Patents

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

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

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

#### XII. Funding

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

#### XIII. Assignment

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

#### Road Machinery and Equipment

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

#### Entire Agreement Of The Parties And Severability 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.

XVI. Choice Of Law

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

Approved by the Board of County Commissioners At

Pittsburg County, Oklahoma

Charlie Rogers, District #1

FOR THE LESSOR: Warren Cat

Mike Haynes, District #2

Ross Selman, District #3

ATTEST

Hope Trammell, County Clerk

# SCHEDULE OF RENTAL PAYMENTS

# Lease No. 130038

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>May 5, 2025</u> ("Lease"), between Lessor and Lessee.

**EQUIPMENT LOCATION: District 1** 

**PAYMENT SCHEDULE:** 

**RATE: 5.19** 

Equipment Cost \$309,144.03 + Doc Fee \$300.00 =\$309,444.03

	Date	Payment	Interest	Principal	Balance
Loan	05/05/2025	<u> </u>			309,444.03
1	06/05/2025	3,324.60	1,363.01	1,961.59	307,482.44
2	07/05/2025	3,324.60	1,310.68	2,013.92	305,468.52
3	08/05/2025	3,324.60	1,345.50	1,979.10	303,489.42
4	09/05/2025	3,324.60	1,336.78	1,987.82	301,501.60
5	10/05/2025	3,324.60	1,285.18	2,039.42	299,462.18
6	11/05/2025	3,324.60	1,319.04	2,005.56	297,456.62
7	12/05/2025	3,324.60	1,267.94	2,056.66	295,399.96
8	01/05/2026	3,324.60	1,301.15	2,023.45	293,376.51
9	02/05/2026	3,324.60	1,292.23	2,032.37	291,344.14
10	03/05/2026	3,324.60	1,159.09	2,165.51	289,178.63
11	04/05/2026	3,324.60	1,273.74	2,050.86	287,127.77
12	05/05/2026	3,324.60	1,223.91	2,100.69	285,027.08
13	06/05/2026	3,324.60	1,255.46	2,069.14	282,957.9
14	07/05/2026	3,324.60	1,206.14	2,118.46	280,839.4
15	08/05/2026	3,324.60	1,237.01	2,087.59	278,751.8
16	09/05/2026	3,324.60	1,227.82	2,096.78	276,655.1
17	10/05/2026	3,324.60	1,179.27	2,145.33	274,509.7
18	11/05/2026	3,324.60	1,209.13	2,115.47	272,394.3
19	12/05/2026	3,324.60	1,161.11	2,163.49	270,230.8
20	01/05/2027	3,324.60	1,190.28	2,134.32	268,096.5
21	02/05/2027	3,324.60	1,180.88	2,143.72	265,952.7
22	03/05/2027	3,324.60	1,058.08	2,266.52	263,686.2
23	04/05/2027	3,324.60	1,161.46	2,163.14	261,523.1
24	05/05/2027	3,324.60	1,114.77	2,209.83	259,313.2
25	06/05/2027	3,324.60	1,142.20	2,182.40	257,130.8
26	07/05/2027	3,324.60	1,096.05	2,228.55	254,902.3
27	08/05/2027	3,324.60	1,122.77	2,201.83	252,700.5
28	09/05/2027	3,324.60	1,113.07	2,211.53	250,488.9
29	10/05/2027	3,324.60	1,067.74	2,256.86	248,232.1
30	11/05/2027	3,324.60	1,093.39	2,231.21	246,000.9
31	12/05/2027	3,324.60	1,048.61	2,275.99	243,724.9
32	01/05/2028	3,324.60	1,073.53	2,251.07	241,473.8
33	02/05/2028	3,324.60	1,063.62	2,260.98	239,212.8
34	03/05/2028	3,324.60	985.68	2,338.92	236,873.9
35	04/05/2028	3,324.60	1,043.36	2,281.24	234,592.7
36	05/05/2028	3,324.60	999.98	2,324.62	232,268.0
37	06/05/2028	3,324.60	1,023.07	2,301.53	229,966.5
38	07/05/2028	3,324.60	980.26	2,344.34	227,622.2

3	9 08/05/2028	3,324.60	1,002.61	2 221 00	225 200 00		
4	0 09/05/2028	3,324.60	992.38	2,321.99 2,332.22	•		
4	1 10/05/2028	3,324.60	950.43		75 50.01		
4.	2 11/05/2028	3,324.60	971.65	2,374.17	•		
4:	3 12/05/2028	3,324.60	930.28	2,352.95	•		
44	4 01/05/2029	3,324.60	950.74	2,394.32 2,373.86	·		
45	02/05/2029	3,324.60	940.28	2,373.86	, <u>_</u>		
46	03/05/2029	3,324.60	839.80	2,384.32	211,088.39		
47	7 04/05/2029	3,324.60	918.84	2,405.76	208,603.59		
48	05/05/2029	3,324.60	878.94	2,445.66	206,197.83		
49	06/05/2029	3,324.60	897.47	2,443.66	203,752.17		
50	07/05/2029	3,324.60	858.17	2,427.13	201,325.04		
51	08/05/2029	3,324.60	875.91	2,448.69	198,858.61		
52	09/05/2029	3,324.60	865.13	2,459.47	196,409.92		
53	10/05/2029	3,324.60	826.73	2,439.47 2,497.87	193,950.45		
54	11/05/2029	3,324.60	843.29	2,497.87	191,452.58		
55	12/05/2029	3,324.60	805.51	2,461.51	188,971.27		
56	01/05/2030	3,324.60	821.27	2,513.03	186,452.18		
57	02/05/2030	3,324.60	810.24	2,503.33	183,948.85		
58	03/05/2030	3,324.60	721.83	2,602.77	181,434.49		
59	04/05/2030	3,324.60	787.70	2,536.90	178,831.72		
60	05/05/2030	3,324.60	751.48	2,530.30	176,294.82		
61	06/05/2030	3,324.60	765.19	2,575.12	173,721.70		
62	07/05/2030	3,324.60	729.60	2,595.00	171,162.29		
63	08/05/2030	3,324.60	742.49	2,582.11	168,567.29		
64	09/05/2030	3,324.60	731.11	2,593.49	165,985.18		
65	10/05/2030	3,324.60	696.47	2,628.13	163,391.69		
66	11/05/2030	3,324.60	708.11	2,616.49	160,763.56		
67	12/05/2030	3,324.60	674.12	2,650.48	158,147.07		
68	01/05/2031	3,324.60	684.92	2,639.68	155,496.59		
69	02/05/2031	3,324.60	673.29	2,651.31	152,856.91		
70	03/05/2031	3,324.60	597.58	2,727.02	150,205.60		
71	04/05/2031	3,324.60	649.60	2,675.00	147,478.58		
Rate	04/05/2031		0.00		144,803.58		
**	** If the purchase option of \$444 con To 5						

\*\* If the purchase option of \$144,803.58 from Warren Cat is not exercised, the interest rate will adjust to 5.76% and the remaining payments will be amortized over 49 months and may change.\*\*

	04/05/page.					
	04/05/2031	Rate:	5.769 %	Rate Period:	Exact Days	
72	05/05/2031	3,324.60	686.61	2,637.99	-	
73	06/05/2031	3,324.60	696.57		142,165.59	
74	07/05/2031	3,324.60	661.64	2,628.03	139,537.56	
75	08/05/2031	3,324.60		2,662.96	136,874.60	
76	09/05/2031	•	670.64	2,653.96	134,220.64	
77	10/05/2031	3,324.60	657.64	2,666.96	131,553.68	
78		3,324.60	623.78	2,700.82	128,852.86	
_	11/05/2031	3,324.60	631.34	2,693.26	126,159.60	
79	12/05/2031	3,324.60	598.20	2,726.40	123,433.20	
80	01/05/2032	3,324.60	604.79	2,719.81		
81	02/05/2032	3,324.60	591.46		120,713.39	
82	03/05/2032	3,324.60	540.77	2,733.14	117,980.25	
83	04/05/2032			2,783.83	115,196.42	
84	05/05/2032	3,324.60	564.43	2,760.17	112,436.25	
85		3,324.60	533.13	2,791.47	109,644.78	
	06/05/2032	3,324.60	537.23	2,787.37	106,857.41	
86	07/05/2032	3,324.60	506.68	2,817.92	104,039.49	
87	08/05/2032	3,324.60	509.76	2,814.84	101,224.65	
				2,017.0 <del>4</del>	101,224.05	

88	09/05/2032	3,324.60	495.97	2,828.63	98,396.02
89	10/05/2032	3,324.60	466.56	2,858.04	95,537.98
90	11/05/2032	3,324.60	468.11	2,856.49	92,681.49
91	12/05/2032	3,324.60	439.46	2,885.14	89,796.35
92	01/05/2033	3,324.60	439.98	2,884.62	86,911.73
93	02/05/2033	3,324.60	425.84	2,898.76	84,012.97
94	03/05/2033	3,324.60	371.80	2,952.80	81,060.17
95	04/05/2033	3,324.60	397.17	2,927.43	78,132.74
96	05/05/2033	3,324.60	370.48	2,954.12	75,178.62
97	06/05/2033	3,324.60	368.35	2,956.25	72,222.37
98	07/05/2033	3,324.60	342.45	2,982.15	69,240.22
99	08/05/2033	3,324.60	339.26	2,985.34	66,254.88
100	09/05/2033	3,324.60	324.63	2,999.97	63,254.91
101	10/05/2033	3,324.60	299.93	3,024.67	60,230.24
102	11/05/2033	3,324.60	295.11	3,029.49	57,200.75
103	12/05/2033	3,324.60	271.23	3,053.37	54,147.38
104	01/05/2034	3,324.60	265.31	3,059.29	51,088.09
105	02/05/2034	3,324.60	250.32	3,074.28	48,013.81
106	03/05/2034	3,324.60	212.49	3,112.11	44,901.70
107	04/05/2034	3,324.60	220.00	3,104.60	41,797.10
108	05/05/2034	3,324.60	198.19	3,126.41	38,670.69
109	06/05/2034	3,324.60	189.47	3,135.13	35,535.56
110	07/05/2034	3,324.60	168.50	3,156.10	32,379.46
111	08/05/2034	3,324.60	158.65	3,165.95	29,213.51
112	09/05/2034	3,324.60	143.14	3,181.46	26,032.05
113	10/05/2034	3,324.60	123.43	3,201.17	22,830.88
114	11/05/2034	3,324.60	111.86	3,212.74	19,618.14
115	12/05/2034	3,324.60	93.02	3,231.58	16,386.56
116	01/05/2035	3,324.60	80.29	3,244.31	13,142.25
117	02/05/2035	3,324.60	64.39	3,260.21	9,882.04
118	03/05/2035	3,324.60	43.73	3,280.87	6,601.17
119	04/05/2035	3,324.60	32.34	3,292.26	3,308.91
120	05/05/2035	3,324.60	15.69	3,308.91	0.00
<b>Grand Totals</b>		398,952.00	89,507.97	309,444.03	

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** 

BY: 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>May 5, 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.
- 2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on <u>June 5, 2025</u>, and the <u>5th</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: 2024 Caterpillar 120 AWD JY Motor Grader SN# 0Y9D00956 together with all equipment, accessions, additions, and attachments thereto

DATED: May 5, 2025

Charlie Rogers, District #1

Title: County Commissioner

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

# **INSURANCE COVERAGE REQUIREMENTS**

Agreement and	ordance with Section 10 of the Equipment Lease Purchase Agreement dated as May 5, 2025 ("Lease") by Lessor") and Pittsburg County ("Lessee"). "Lessor" has assigned the Equipment Lease Purchase d all rights to the Welch State Bank, P.O. Box 129 Welch, Ok 74369, 918-788-3373. Lessee has insurance agent named below (please fill in name, address and telephone number)
_	ACCO

Company:	ACCO	
Address:	429 NE 50th Oklahoma City, OK 73105	
Telephone:_	405-524-3200	
Contact:	Dusty Birdsong	

To issue:

All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or it Assignee, as loss payee. Coverage Required-Full Replacement Value

Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with the following minimum coverage:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

or

Pursuant to Section 10 of the Agreement, Lessee is self insured for all risk, physical damage and public liability and will provide proof of such self insurance in letter form together with a copy of the statute authorizing this form of insurance.

Cost: \$309,144.03

Equipment Description: 2024 Caterpillar 120 AWD JY Motor Grader SN# 0Y9D00956 together with all equipment, accessions, additions, and attachments thereto

**Equipment Location: District 1** 

Charlie Rogers, District # 1

Lessee: Pittsburg County

Title: County Commissioner

#### **OPINION OF COUNSEL**

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated May 5, 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: Ohick Sullivan

By: Attorney

Date: 516/2025

# 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 May 5, 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 May 5, 2025, between Warren Cat, Lessor, and Pittsburg County, 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 Mount, Senior Vice President

By: Charlie Rogers, District # 1

Title: County Commissioner

#### **ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE entered into this May 5, 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 May 5, 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 Mount, Senior Vice President

#### WEICH STATE BANK



# INVOICE

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

May 5, 2025

To: Pittsburg County

District #1

115 E. Carl Albert Parkway

McAlester, OK 74501

Reference: Lease/Purchase #130038

**QUANTITY** 

**DESCRIPTION** 

**TOTAL** 

1

Lease # 130038 - Payment #1 per Payment Schedule 2024 Caterpillar 120 AWD JY Motor Grader SN# 0Y9D00956

\$3,324.60

Total Due \$3,324.60 Date Due: June 5, 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

Account #	Due Date	Amount Due
Account #		00.004.00
130038	June 5, 2025	\$3,324.60
	Account # 130038	

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

2024 Caterpillar 120 AWD JY Motor Grader SN# 0Y9D00956

Department of the Treasury Internal Revenue Service

(Rev. October 2021)

# **Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

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

Internal	Hevenue Service				01 11	A a al a	d Detum
Part	Reporting Authori	ty					d Return ► □ cation number (EIN)
	ssuer's name					3-600640	
Pittsb	urg County Board of County C	Commissioners			· ·		person shown on 3a
3a N	Name of person (other than issuer) w	vith whom the IRS may communio	cate about this return (see in	nstructions)			
4 N	lumber and street (or P.O. box if ma	ail is not delivered to street addre	ss)	Room/suite	5 Report number	For IRS Us	A Company of the Comp
	Carl Albert Parkway						3
	City, town, or post office, state, and	ZIP code			7 Date of issue		_
	ster, OK 74501					5/05/202	5
	lame of issue				9 CUSIP number		
Lease	/Purchase					541	
	Name and title of officer or other em	ployee of the issuer whom the IR	S may call for more informa	ation	10b Telephone num employee show	nber of office wn on 10a 8-423-68	
	Trammell, County Clerk		. H in the etions and	l attach sch		0 420 00	
Part	Type of Issue (Ent	er the issue price.) Se	e the instructions and	allacii scii	edule.	11	
11	Education			* * * *	300 (m) 10 M	12	
12	Health and hospital				(A)' ((€2 €) X( €	13	
13	Transportation				200 H6 W X	14	
14	Public safety						
15	Environment (including sev		* * * * * * ** **			16	
16	Housing						
17	• • • • •		# # # % (# 140 (#) #	* 3 3 100		17 18	309,444.03
18	Other. Describe ► Lease/P	urchase				16	307,444.03
19a	If bonds are TANs or RANs						
b	If bonds are BANs, check	only box 19b 🔩					
20	If bonds are in the form of	a lease or installment sale	e, check box		Deliver filed	CONTRA	ASSESS ASSESSED
Part	Description of Bo	nds. Complete for the	entire issue for which	n this form			
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	a	(d) Weighted verage maturity		(e) Yield
21	05/05/2035	\$ 309,444.03	\$	N/A	10 years		5.19 %
Part	V Uses of Proceeds	of Bond Issue (includ	ing underwriters'	discount)			
22	Proceeds used for accrue	d interest			\$2 \$1 \$2 \$2 (\$1)	22	
23	Issue price of entire issue	(enter amount from line 2	1, column (b))			23	
24	Proceeds used for bond is	suance costs (including u	inderwriters' discount	24		53473	
25	Proceeds used for credit enhancement						
26	Proceeds allocated to reas						
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V						
28							
29	Total (add lines 24 through 28)						
30	Nonrefunding proceeds of	f the issue (subtract line 2	9 from line 23 and en	ter amount	here)	30	
Part	V Description of Re	funded Bonds. Comple	ete this part only fo	r refunding	g bonds.		
31	Enter the remaining weigh	ted average maturity of th	e tax-exempt bonds	to be refun	ded · · · · ·		years
32	Enter the remaining weigh	ited average maturity of th	ie taxable bonds to b	e refunded			years
33	Enter the last date on which	ch the refunded tax-exem	pt bonds will be calle	d (MM/DD/	YYYY) . • 🕨		
34	Enter the date(s) the refun	ded bonds were issued ▶	(MM/DD/YYYY)				
	2.70. 2.0 02.0 0		-		_	Farm 80	38-G (Pay 10-2021

1 01111 00	300 0 (1.10.	. 10 2021)					
Part		liscellaneous					
35	Enter ti	ne amount of the state volume cap allocated to the issue under section 141(b)(5) .		35			
36a		ne amount of gross proceeds invested or to be invested in a guaranteed investment See instructions	contract	36a			
L		ne final maturity date of the GIC ► (MM/DD/YYYY)					
b		•					
C	Enter ti	ne name of the GIC provider ►	ake loans	Self-			
37	to other governmental units						
20-	If this is	ssue is a loan made from the proceeds of another tax-exempt issue, check box ► □	1 and enter		formation:		
38a		ne date of the master pool bond ► (MM/DD/YYYY)					
b		ne EIN of the issuer of the master pool bond					
c d		ne name of the issuer of the master pool bond >					
39	If the is	suer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception	n), check b	ox .			
40	If the is	suer has elected to pay a penalty in lieu of arbitrage rebate, check box					
41a	and the second of the second o						
b							
C		f hedge ►					
ď	Term o	f hedge					
42	If the is	suer has superintegrated the hedge, check box					
43	If the	ssuer has established written procedures to ensure that all nonqualified bonds	s of this is	ssue are remedi	iated		
	accord	ing to the requirements under the Code and Regulations (see instructions), check b	ox				
44	If the is	suer has established written procedures to monitor the requirements of section 148	, check bo	x			
45a	If some	portion of the proceeds was used to reimburse expenditures, check here $lacktriangle$ an	d enter the	amount			
	of reim	oursement , , , , , , , , , , , , , ,		_	6		
b	Enter th	ne date the official intent was adopted ▶ (MM/DD/YYYY)			Contract of the Contract		
Signa	ature	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and st and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of t process this return, to the person that I have authorized above.	atements, and he issuer's ret	I to the best of my known information, as no	owledge ecessary to		
and							
Cons	sent			ommissioner			
		organization of the state of th	r print name a				
Paid		Print/Type preparer's name Preparer's signature Date		ck if PTIN employed			
Prep	arer						
Use (		Firm's name	Firm's EIN	P			
	,	Firm's address ►	Phone no.	Form <b>8038-G</b> (F	201. 10. 0001\		
				Form OUSO-U (F	16v. 10-2021)		



# FY2026 CONTRACT FOR DETENTION TRANSPORTATION

# PITTSBURG COUNTY COMMISSIONERS

# TIMOTHY TARDIBONO, EXECUTIVE DIRECTOR

# GREG DELANEY, DEPUTY DIRECTOR COMMUNITY-BASED SERVICES

# RODNEY MCKNIGHT, REGIONAL DIRECTOR EAST REGION, JUVENILE SERVICES UNIT

Master CRL2026/28-073, CRL2026/28-134	Attachments:
	Attachment A: 10A O.S. 2021, Section 2-3-103
	Exhibit A: Contract Contact Sheet

# STATE OF OKLAHOMA OKLAHOMA JUVENILE AFFAIRS DETENTION TRANSPORTATION CONTRACT Pittsburg County Commissioners

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# STATE OF OKLAHOMA OKLAHOMA JUVENILE AFFAIRS DETENTION TRANSPORTATION FY2026 CONTRACT

This agreement, consisting of 13 pages ("Contract"), between the Oklahoma Juvenile Affairs, ("OJA") and

Pittsburg County Commissioners 115 E. Carl Albert McAlester, OK 74501 FEI# 7360064072

("Contractor"), constitutes the entire agreement between OJA and Contractor and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

#### **RECITALS**

WHEREAS 10A O.S. § 2-3-103. B. provides that the County Sheriffs and their designee shall provide transportation to and from secure detention for the transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by the office.

NOW, THEREFORE, the parties agree as follows:

# I. CONTRACT PERIOD

The term of the Contract shall be effective from the latter of the 1st day of July 2025 or date a purchase order is issued, to 30th day of June 2026. Work done before the effective date of the Contract is at the Contractor's risk. The Contract may be renewed by change order at one (1) year intervals for two additional years at the same or modified terms.

- Base Year FY26: July 1, 2025 June 30, 2026
- 1<sup>st</sup> Renewal Option FY27: July 1, 2026-June 30, 2027
- 2<sup>nd</sup> Renewal Option FY28: July 1, 2027 June 30, 2028

# II. COMPENSATION

# A. Allowable Cost and Payment

OJA will pay Contractor to provide secure transportation for eligible juveniles in Pittsburg County.

# B. Transportation

OJA shall reimburse Contractor for necessary and actual expenses of transporting juveniles who are detained in or destined for a secure detention center pursuant to 10A O.S. §2-3-103. B. Payment for reimbursable services rendered by Contractor will be made only upon receipt from Contractor of documented monthly claims in the format and in accordance with procedures prescribed by OJA. OJA shall provide reimbursement to the entity transporting juveniles for necessary and actual expenses for transporting juveniles who are detained in or destined for a secure detention center as follows:

#### Service Fees

- a) Fee for the cost of personal services up to the rate per hour rate approved by statute in 10A O.S. 2021, Section 2-3-103.
- b) Mileage reimbursement for each mile actually traveled up to the rate established in State Travel Reimbursement Act.
- c) Meals for transporting personnel, not to exceed the rate approved by statute in 10A O.S. 2021, Section 2-3-103

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d) Meals for juveniles being transported, not to exceed the rate approved by statute in 10A O.S. 2021, Section 2-3-103.

Final billings shall be submitted to OJA within sixty (60) days of the end of this contract year. Monthly billings submitted after sixty (60) days from the final month of service will be subject to non-reimbursement.

In the event any cost items claimed by Contractor are subsequently disallowed by OJA as cost items of this contract, Contractor shall repay OJA, on demand, the amount of any such disallowed items or at the discretion of OJA, OJA may deduct such amounts from subsequent payments due to Contractor. Any such deduction shall be without prejudice to the rights, if any, of Contractor to thereafter establish the allowability of any such cost under this contract.

# III. GENERAL TERMS AND CONDITIONS

# A. Assignment and Subcontracting

#### 1. Assignment

Contractor understands and agrees that the services required under this Contract shall not be assigned or transferred without written authorization from OJA's Executive Director or designee.

#### 2. Subcontracting

Contractor understands and agrees that the services required under this contract shall not be subcontracted, in whole or in part, without written authorization from OJA's Executive Director or designee. If authorized, Contractor shall supply OJA with a copy of any subcontract issued. The terms of this Contract shall be included in each authorized subcontract and shall provide OJA with the authority to directly monitor the subcontractor's compliance with the terms of the subcontract.

The existence of a subcontract shall not relieve Contractor of any of Contractor's responsibilities in the performance of this Contract.

#### 3. Subcontract Modification

Any changes to a subcontract of Contractor shall be treated as a new subcontract and the requirements of this Section III(A) shall apply.

#### B. Audit

#### 1. Federal Funds

In accordance with 2 CFR § 200.501(a), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of § 200.501(a).

In accordance with 2 CFR § 200.501(b), a non-Federal entity that expends \$1,000,000.00 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted for that year in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of § 200.501.

In accordance with 2 CFR § 200.514(a), the audit must be conducted in accordance with the Generally Accepted Government Auditing Standards ("GAGAS"). The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal

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entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

#### 2. State Funds

Corporations, both for-profit and non-profit, and governmental entities that receive \$100,000 or more in a year in state funds from OJA shall have a certified independent audit of its operations conducted in accordance with Government Audit Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and the report shall include a Supplementary Schedule of Awards listing all state and federal funds by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source.

# 3. Auditor Approval and Audit Distribution

Any audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Audit Standards. OJA retains the authority to examine the work papers of the auditor.

Contractor shall submit an electronic copy of the annual audit report to OJA via email to: audits@oja.ok.gov, with a copy of the management letter to all audit findings, if applicable, within one hundred and sixty (160) days of the end of the Contract Term or renewal period, respectively. Contractor shall submit a copy of the corrective action plan to all audit findings within sixty (60) days of the audit being issued. In the event Contractor is unable to provide the audit report within the time specified, Contractor shall submit a written request to OJA, at the email address listed in this paragraph, for an extension citing the reason for the delay. If Contractor fails to timely provide annual audit report and management letter to all audit findings, if applicable, OJA reserves the right to recuperate monies for claims paid to Contractor and suspend payment to Contractor for costs owed pursuant to this Contract.

#### C. Certifications

Contractor certifies the following:

#### 1. Debarment or Suspension

Contractor and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief that they and their principals or participants:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;
- b. have not within a three (3)-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and,
- d. have not, within a three (3)-year period preceding this Contract, had one (1) or more public (Federal, State, or local) contracts terminated for cause or default.
- 2. Prohibition of State Employees Participating in the Development of the Contract

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Pursuant to 74 O.S. § 85.42, the parties to this contract certify that no person involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under the said contract.

# 3. Israel Boycott Certification

Pursuant to 74 O.S. § 582, Contractor hereby certifies that it does not currently boycott any goods or services from the Nation-State of Israel that constitute(s) an integral part of business conducted or sought to be conducted with the State of Oklahoma.

# 4. Energy Boycott Certification

Pursuant to 74 O.S. § 12005, Contractor hereby certifies that it neither (1) currently boycotts any energy companies nor (2) will boycott any energy companies during the term of this contract.

## 5. Non-Collusion Certification

Pursuant to 74 O.S. § 85.22, the undersigned Contractor certifies that neither Contractor nor anyone subject to its direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Agreement.

# 6. Non-Duplication (Uniqueness) Clause

Pursuant to 74 O.S. § 85.41(F), to the extent this Agreement covers professional services in which the final product is a written proposal, report, or study, the undersigned Contractor certifies it has not previously provided the contracted State agency or another State agency with a final product that is substantial duplication of the final product to be rendered under this Agreement.

# 7. E-Verify Clause

Pursuant to 25 O.S. § 1313, Contractor certifies that it and all approved subcontractors, whether known or unknown at the time this Contract is executed, awarded, or becomes effective, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program ("E-Verify") available at: www.uscis.gov/e-verify.

## D. Civil Rights

Contractor shall comply, and will require any subcontractors to comply, with all nondiscrimination requirements imposed by law. There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, disability, or any other lawfully protected status in the performance of this Contract.

Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against Contractor or a subcontractor, Contractor shall forward a copy of the finding to OJA, who will forward to the appropriate authorities. Further, Contractor agrees to fully cooperate with any investigation, request for information, legal proceeding, or other such matters related to such complaint(s). Contractor also agrees to immediately notify OJA's Advocate General in writing of any and all civil rights complaint(s) by persons receiving services under this Contract. Notifications to OJA's Advocate General shall be sent by email to: advocategeneral@oja.ok.gov.

#### E. Communications

#### 1. Notices

Except as otherwise provided in this Contract, all notices and requests required or permitted by this Contract shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified mail with postage prepaid, on the third (3rd) business day after the date on which it is mailed to the party at the address listed in Exhibit A.

The parties agree it is the responsibility of each party to maintain correct contact information. Parties may change their contact information by providing notice of such change pursuant to this section.

#### 2. Next Business Day

In the event either party is required by this Contract to perform any action or delivery on a Saturday, Sunday, or any holiday observed by the Federal Reserve, such party may perform the action or delivery on the following business day.

#### 3. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act. See 12A O.S. § 15-101 et seq.

# F. Compliance with Laws, Statutes, and Regulations

Contractor and any approved subcontractors shall comply with all applicable state and federal laws, including any regulations and rules promulgated by any governmental authorities and which are applicable to this Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by OJA. Contractor will comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Family Educational Rights and Privacy Act ("FERPA"), and any applicable regulations regarding the confidentiality of substance abuse treatment records in accordance with 42 CFR Part 2.

#### 1. Choice of Law

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma without reference to principles of conflict of laws.

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#### 2. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

## 3. Limitation of Liability

No provision of the Agreement, attachments to this Agreement, or documents incorporated into this Agreement by reference providing for a limitation of liability of OJA shall be enforceable against OJA except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in the Agreement or attachments to this Agreement.

#### 4. Oklahoma Open Records Act

As a public body, OJA is subject to the Oklahoma Open Records Act ("ORA"). See 51 O.S. § 24A.1 et seq. While certain privacy interests of individuals are protected in specific exceptions to the ORA or in the statutes which authorize, create, or require the records, except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor a reasonable expectation that this information will be kept from public access. The ORA requires that a public body shall at all times bear the burden of establishing such records are protected by such confidential privilege.

# 5. Family Educational Rights and Privacy Act

Contractor agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Contractor acknowledges that, during the course of performing its contractual duties, it may have access to confidential education records, as defined by FERPA, and Contractor agrees that it will not disclose any such education information or records except to perform its duties under this Agreement or as required by law.

#### 6. Entire Agreement

This Contract, together with all attachments, exhibits, and schedules, constitutes the entire agreement between the parties. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. Contractor's representations and certifications, including any completed electronically, are incorporated by reference into this Contract.

#### 7. Confidentiality

Contractor shall comply with all applicable federal and state laws and regulations to ensure that any confidential information, including personally identifiable information of youth and families served by Contractor, is safeguarded from any unauthorized, improper disclosure. Contractor agrees this confidentiality provision will survive the expiration or termination of this Contract.

#### 8. Lobbying

Contractor certifies that neither state nor federal funds have been or will be used to influence the award of this Contract.

#### 9. E-Verification Policy and Procedure

To comply with federal regulations of the Immigration Reform and Control Act ("IRCA"), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including part-time/temporary employees and students. E-

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Verification is a web-based program administered by the U.S. Department of Homeland Security, USCIS Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

#### G. Contract Modification

Any modification or amendments to this Contract must be in writing, agreed to by both parties, and approved by OJA.

#### H. Contract Structure

#### 1. Headings

The headings contained in this Contract are for reference and convenience purposes only and shall not affect in any way the meaning or interpretation of this Contract, nor shall they be deemed a part of this Contract.

#### 2. No Construction

This Contract is the product of negotiations between the parties and their respective counsel, has been jointly drafted, and shall not be construed for or against either party. This Contract shall be interpreted in accordance with the fair meaning of its language.

#### 3. Waiver

The waiver of the breach of any term or provision of this Contract shall not operate as or be construed to be a waiver of any other or subsequent breach of this Contract.

#### I. Drug-Free Workplace

Contractor agrees that Contractor and Contractor's employees and agents shall not engage in or allow the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing under this Contract. Contractor agrees to require all subcontractors under this Contract to abide by this provision.

Unless prohibited by law, Contractor shall maintain a policy for testing employees for the use of alcohol and illegal drugs.

# J. Duplicate Billing Prohibition

Contractor shall not bill OJA for services required under this Contract for which Contractor has already received or will receive compensation for the same services from OJA or another source. Contractor may seek additional funding from another source to enhance the services for which OJA is providing compensation.

#### **K.** Extension Option

In addition to any option period that may be available, if, in the opinion of OJA's Executive Director, it is in the best interest of the State to extend this Contract, Contractor shall be notified of the Executive Director's intent at least thirty (30) days prior to the expiration date of this Contract. Contractor shall have fifteen (15) calendar days to respond to the Executive Director's intent to extend the term and period of performance of this Contract. If Contractor agrees to the extension, all terms and conditions including pricing of this Contract shall apply unless more favorable terms for the State have been negotiated.

## L. Indemnity

## 1. Non-Governmental Entities

Contractor shall indemnify and hold the Board of Juvenile Affairs and its members, OJA, and OJA's officers, directors, and employees harmless from any and all assessments, judgments, and claims, including for bodily injuries, property damages, and other liabilities, arising from Contractor's, or any authorized subcontractor's, actions, inactions, or other conduct related to or arising from this Contract, including but not limited to, costs, including attorneys' fees, and legal and other reasonable expenses.

# 2. Governmental Entities

Unless prohibited by Article 10 of the Oklahoma Constitution and the Governmental Tort Claim Act, 51 O.S. §§ 151-200, Contractor agrees, to the extent allowed by law, to indemnify and hold the Board of Juvenile Affairs and its members, OJA, and its officers, directors, and employees ("Indemnified Parties") harmless from any and all bodily injuries, property damages, civil rights violations, deficiencies or liabilities resulting from any action, inaction or conduct on the part of Contractor or authorized subcontractor, or non-fulfillment of any term or condition of this Contract.

# 3. Notice and Cooperation

In connection with indemnification obligations under the Contract, Contractor agrees to furnish prompt written notice to OJA of any third-party claim. Contractor shall use counsel reasonably experienced in the subject matter at issue and approved by OJA, and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of this contract.

# 4. Coordination of Defense

In connection with the indemnification obligations under this Contract, when the State or OJA is a named defendant in any filed or threatened lawsuit, the defense of the State or OJA shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize Contractor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against OJA without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

# M. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

# 1. Insurance Coverage Requirement

As a condition of this contract, Contractor shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Contractor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Contractor may not commence performance hereunder until such proof has been provided.

# 2. Minimum Insurance Coverage Requirements

Additionally, Contractor shall ensure each insurance policy includes a notice of cancellation and includes the State of Oklahoma and OJA as certificate holder and shall promptly provide proof to the OJA of any renewals, additions, or changes to such insurance coverage. Contractor's obligation

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to maintain insurance coverage under this contract is a continuing obligation until Contractor has no further obligation under this contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. The minimum acceptable insurance limits of liability are as follows:

- a. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- b. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate;
- c. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 combined single limit each accident and a \$1,000,000 aggregate;
- d. Directors and Officers Insurance which shall include Employment Practices Liability as well as Contractor's Computer Errors and Omissions Coverage, if information technology services are provided under the contract, with limits not less than \$1,000,000 per occurrence;
- e. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits \$1,000,000 per occurrence; and,
- f. Sexual Abuse and Molestation Insurance with limits \$1,000,000 per occurrence.

# 3. Responsibility for Liability and Taxes

Contractor shall be entirely responsible for the liability and payment of taxes payable by or assessed to Contractor or Contractor's employees, agents and subcontractors, of whatever kind, in connection with this Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Neither OJA nor the State shall be liable to Contractor, Contractor's employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or OJA employee.

## 4. Notification of Claims

Contractor agrees to indemnify OJA, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under this Contract.

# 5. Limitation on Covered Entities

Clauses in which the State or OJA agrees to purchase liability insurance covering the subject matter of the Contract are void absent specific legislation, and clauses attempting to add a private entity as an additional insured on a policy purchased with public funds are prohibited.

# N. Monitoring and Financial Compliance Review

OJA, through any authorized representative, has the authority, at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Any inspection, investigation, or evaluation may be conducted on the

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premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OJA, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations performed by OJA will occur in such manner as not to unduly interfere with Contractor's performance of the services. Contractor agrees that OJA shall have access to and the authority to examine and copy all records related to services provided related to this Contract at any time during the period such records are required to be maintained or retained by Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

# O. No Employment Relationship

In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between the parties.

#### P. No Grant of Authority

Nothing in this Contract shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the service recipient, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the OJA.

# Q. Prior Unmet Contractual Obligations

If there are previous contracts for this service, under this Contract, OJA has the authority to suspend payment to Contractor in the event Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to Contractor shall continue until such required documents are received by OJA.

#### R. Records

As used in this clause, "records" includes books, documents, accounting procedures and practices, and any other data, regardless of type and regardless of whether such items are in written form, in the form of electronic data or in any other form. In accepting a contract with the State, Contractor agrees any pertinent State or Federal agency has the authority to examine and audit all records relevant to performance of this Contract. Contractor is required to retain all records relative to this Contract for the duration of this Contract term and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records commences before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

# S. Responsibility for Actions of Employees

The parties intend that each shall be responsible for their own acts or omissions, whether intentional or negligent. OJA shall be responsible for the acts and omissions of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

# T. Restriction on Advertising, Communications, Publications, Publicity and References

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The parties agree that neither Contractor nor any of its employees or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, media website, or any other media outlet concerning the work outlined or contemplated by this contract without first obtaining approval of OJA's Executive Director.

Contractor shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by OJA. OJA may not be used as a reference for Contractor without the OJA Executive Director's prior approval.

#### U. Severability

If any provision under this Contract, or its application to any person or circumstance, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### V. Termination

#### 1. For Convenience

Either party may terminate this Contract by giving the other party thirty (30) days' written notice of the termination. If OJA is terminating, the Notice of Termination shall be written on agency letterhead. If Contractor is terminating, in addition to the notice requirements in Section III(C), a courtesy copy of the termination notice may be emailed to: procurement@oja.ok.gov, with the subject line as 'Notice of Termination."

#### 2. For Cause

If either party fails to comply with the terms and conditions herein, either party may, upon written notice of such noncompliance via Certified Mail, terminate this Contract. Such termination shall be in addition to any other rights and remedies provided by law. If this Contract is terminated, OJA shall be liable only for payment under the payment provisions of this Contract for goods and services rendered before the effective date of termination.

# 3. Termination/ Contract Reduction Due to Lack of Funding

OJA may terminate this Contract in the event that OJA is not granted funding to pay for the services herein described, or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

OJA shall notify Contractor of any such termination by certified mail. The effective date of termination shall be specified in the notice. In the event of such insufficiency, OJA will provide Contractor with at least thirty (30) days' written notice of termination.

In the event OJA experiences a budget reduction, revenue failure, or reallocates funding at its discretion, OJA may reduce this Contract. Notice of such reduction shall be sent in writing to Contractor.

#### 4. Termination Due to Abuse

The Contract may be immediately terminated in the event OJA substantiates or receives substantiation of allegations that Contractor willfully or negligently allowed citizens to be abused.

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In addition, Contractor shall be subject to immediate cancellation of Contract for the following:

- a. Interfering with an abuse, neglect, or maltreatment investigation;
- b. Allowing its employees to interfere with an investigation or retaliating against any employee for reporting or cooperating in such investigation; or,
- c. Denying the assigned investigator immediate and direct access to Contractor employees, facilities, clients, places, or records of any type related to services provided under the Contract.

# W. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OJA funds for unallowable costs on this Contract or any previous contract, Contractor shall reimburse OJA in full for all such costs on demand. OJA may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to Contractor under this Contract or other contracts.

# X. Venue and Governing Law

This Contract is to be construed under the laws of the State of Oklahoma and Contractor agrees that the venue for any litigation arising out of this Contract shall be in the District Court of Oklahoma County, Oklahoma.

# IV. SPECIAL TERMS AND CONDITIONS

# A. Client Confidentiality

Contractor assures compliance with OJA's requirements pertaining to the protection, use and release of personal information and applicable state laws found in Title 10A, Oklahoma Statutes, Chapter 6 Provider shall hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, evaluations, and all other records of the client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing. Disposal of juvenile records is controlled by Title 10A §2-6-101, et seq. and Title 67 O.S. §305. If Contractor ceases doing business, all juvenile records shall be returned to OJA prior to final payment of Contractor claims by OJA.

# B. Reporting Child Abuse

Contractor shall comply with the Oklahoma Children's Code, 10A O.S. §1-2-101, regarding the reporting of child abuse and neglect. If Contractor knows or has reason to believe or reason to suspect any juvenile has been subject to abuse or neglect by any person, the Contractor must immediately report the matter to the Oklahoma Human Services Office of Client Advocacy at 1-800-522-3511 and notification to OJA's Advocate General shall be sent by email to: advocategeneral@oja.ok.gov. Failure to report is a violation of Oklahoma law and is subject to prosecution. Failure to report suspected or actual abuse or neglect or failure to cooperate in investigations of abuse or neglect may result in immediate cancellation of the Contract at the sole discretion of OJA.

# C. Prison Rape Elimination Act (P.R.E.A.)

If applicable, contractor agrees to comply with all requirements of the Prison Rape Elimination Act (PREA), 42 U.S.C. § 15601 et seq., and associated regulations, 28 C.F.R. Part 115.

Detention Transportation	
Pittsburg County Commissioners	

# V. PROGRAM REQUIREMENTS

#### A. Service Provision

Contractor shall provide secure transportation for OJA custody youth to and from detention facilities, court, and other places as necessary.

Minimum Qualifications of Transport Personnel

Contractor shall provide secure transportation services with personnel that meet the following minimum qualifications and experience:

- a) Twenty-one (21) years of age or older.
- b) Shall possess a valid Oklahoma Driver's license.
- c) Provide a certificate of training in CPR/First Aid.
- d) Provide a clean Motor Vehicle Report from the Oklahoma Department of Public Safety.
- e) Has no criminal history with respect to any violent crimes or crimes involving abuse, neglect, or mistreatment of any persons.
- f) Contractor shall ensure that personnel receive orientation in the procedures for secure transportation of high-risk juveniles, proper use of mechanical restraints, OJA abuse and neglect policies, confidentiality, and cultural diversity.

#### VI. SIGNATURES

For the faithful performance of the terms of this contract the parties hereto in their capacities as stated affix their signatures.

OKLAHOMA JUVENILE AFFAIRS	COUNTY COMMISSIONERS
Greg Delaney, Deputy Director of Community-Based Services Date:	County Commissioner  County Commissioner
	County Commissioner  Date: 5/5/2025

#### ATTACHMENT A

Oklahoma Statutes Annotated
Title 10a. Children and Juvenile Code
Article 2. Oklahoma Juvenile Code (Refs & Annos)
Chapter 3. Detention

10A Okl.St.Ann. § 2-3-103

§ 2-3-103. Temporary detention--Transportation--Certification of juvenile detention facilities

Currentness

A. Provision shall be made for the temporary detention of children in a juvenile detention facility or the court may arrange for the care and custody of such children temporarily in private homes, subject to the supervision of the court, or the court may provide shelter or may enter into a contract with any institution or agency to receive, for temporary care and custody, children within the jurisdiction of the court. The Office of Juvenile Affairs shall not be ordered to provide detention unless said Office has designated and is operating detention services or facilities.

- B. County sheriffs of the arresting agency, their designee, any peace officer, private contractors under contract with the Office of Juvenile Affairs for transportation services, or juvenile court officers shall provide for the transportation of juveniles to and from secure detention for purposes of admission, interfacility transfer, discharge, medical or dental attention, court appearance, or placement designated by the Office. No private contract for transportation services shall be entered into by the Office unless the private contractor demonstrates to the satisfaction of the Office that such contractor is able to obtain insurance or provide self-insurance to indemnify the Office against possible lawsuits and meets the requirements of subparagraphs a, b and d of paragraph 4 of subsection C of this section. The Office of Juvenile Affairs shall not be ordered to provide transportation for a juvenile who is detained in or is destined for secure detention. The Office of Juvenile Affairs shall provide reimbursement to the entity transporting juveniles for necessary and actual expenses for transporting juveniles who are detained in or destined for a secure detention center as follows:
- 1. A fee for the cost of personal services at the rate of Seventeen Dollars (\$17.00) per hour;
- 2. Mileage reimbursement for each mile actually traveled at the rate established in the State Travel Reimbursement Act;1
- 3. Meals for transporting personnel, not to exceed Ten Dollars (\$10.00) per meal; and
- 4. Meals for juveniles being transported, not to exceed Ten Dollars (\$10.00) per meal.

The Office of Juvenile Affairs shall process and mail reimbursement claims within sixty (60) days of receipt. Payments for services provided by a county sheriff's office shall be paid to the county and deposited in the service fee account of the sheriff.

- C. 1. All juvenile detention facilities shall be certified by the Office of Juvenile Affairs. To be certified, a juvenile detention facility shall be required to meet standards for certification promulgated by the Board of Juvenile Affairs.
- 2. The board of county commissioners of every county shall provide for the temporary detention of a child who is or who may be subject to secure detention and may construct a building or rent space for such purpose. The boards of county commissioners shall provide for temporary detention services and facilities in accordance with the provisions of the State Plan for the Establishment of Juvenile Detention Services adopted pursuant to subsection D of this section and in accordance with subsections A and C of Section 2-7-608 of this title. The boards of county commissioners are hereby authorized to create multicounty trust authorities for the purpose of operating juvenile detention facilities.
- 3. In order to operate the juvenile detention facilities designated in the State Plan for the Establishment of Juvenile Detention Services and in subsections A and C of Section 2-7-608 of this title, the boards of county commissioners in the designated host counties shall:
  - a. operate the juvenile detention facility through a statutorily constituted juvenile bureau subject to the supervision of the district court, or
  - b. operate the juvenile detention facility by employing a manager who may employ personnel and incur other expenses as may be necessary for its operation and maintenance, or
  - c. contract with a public agency, private agency, federally recognized tribe, or single or multi-county trust authority for the operation of the juvenile detention facility. In the event any board of county commissioners contracts with a public or private agency or a federally recognized tribe, pursuant to the provisions of this section, the Office is authorized to directly contract with and pay such public or private agency or federally recognized tribe for provision of detention services. Any contract with a federally recognized tribe shall become effective upon approval by the board of county commissioners.
- 4. Management contracts for privately operated detention facilities shall be negotiated with the firm found most qualified by the board of county commissioners. However, no private management contract shall be entered into by the board unless the private contractor demonstrates to the satisfaction of the board:
  - a. that the contractor has the qualifications, experience, and personnel necessary to implement the terms of the contract,
  - b. that the financial condition of the contractor is such that the term of the contract can be fulfilled,
  - c. that the ability of the contractor to obtain insurance or provide self-insurance to indemnify the county against possible lawsuits and to compensate the county for any property damage or expenses incurred due to the private operation of the juvenile detention facility, and

#### ATTACHMENT A

- d. that the contractor has the ability to comply with applicable court orders and rules of the Office of Juvenile Affairs.
- 5. All counties to be served by a secure juvenile detention facility may, upon the opening of such facility, contract with the operators for the use of the facility for the temporary detention of children who are subject to secure detention; provided, however, a jail, adult lockup, or other adult detention facility may be used for the secure detention of a child as provided for in Section 2-3-101 of this title.
- 6. Expenses incurred in carrying out the provisions of this section shall be paid from the general fund of the county or from other public funds lawfully appropriated for such purposes or from private funds that are available for such purposes. A county may also issue bonds for the construction of detention facilities.
- 7. The operation of a juvenile detention facility by a county shall constitute a quasi-judicial function and is also hereby declared to be a function of the State of Oklahoma for purposes of the Eleventh Amendment to the United States Constitution. In addition, no contract authorized by the provisions of this section for the providing of transportation services or for the operation of a juvenile detention facility shall be awarded until the contractor demonstrates to the satisfaction of the county that the contractor has obtained liability insurance with the limits specified by The Governmental Tort Claims Act² against lawsuits arising from the operation of the juvenile detention facility by the contractor, or if the contract is for the providing of transportation services, the contractor has obtained liability insurance with the limits specified by The Governmental Tort Claims Act against lawsuits arising from the transportation of juveniles as authorized by subsection A of this section.
- D. The Board of Juvenile Affairs, from monies appropriated for that purpose, shall develop, adopt, and implement a plan for secure juvenile detention services and alternatives to secure detention, to be known as the State Plan for the Establishment of Juvenile Detention Services, which shall provide for the establishment of juvenile detention facilities and services with due regard for appropriate geographical distribution and existing juvenile detention programs operated by statutorily constituted juvenile bureaus. Said plan may be amended or modified by the Board as necessary and appropriate. Until said plan is adopted by the Board, the plan adopted by the Commission for Human Services shall remain in effect.
- 1. The Board of Juvenile Affairs shall establish procedures for the letting of contracts or grants, including grants to existing juvenile detention programs operated by statutorily constituted juvenile bureaus, and the conditions and requirements for the receipt of said grants or contracts for juvenile detention services and facilities as provided in this section and Section 2-7-401 of this title. A copy of such procedures shall be made available to any member of the general public upon request. All such grants or contracts shall require the participation of local resources in the funding of juvenile detention facilities. A contract for services shall be based upon a formula approved by the Board which shall set the contract amount in accordance with the services offered and the degree of compliance with standards for certification.
- 2. The Board of Juvenile Affairs shall establish standards for the certification of detention services and juvenile detention facilities. Such standards may include, but not be limited to: screening for detention; education and recreation opportunities for juveniles in secure detention; and accreditation by the American Correctional Association. As a condition of continuing eligibility for grants or contracts, secure juvenile detention services and facilities shall be certified by the Board within two (2) years of the date of the initial grant or contract.

E. The State Department of Health, with the assistance of the Office of Juvenile Affairs, shall establish standards for the certification of jails, adult lockups, and adult detention facilities used to detain juveniles. Such standards shall include but not be limited to: separation of juveniles from adults; supervision of juveniles; and health and safety measures for juveniles. The Department of Health is authorized to inspect any jail, adult lockup, or adult detention facility for the purpose of determining compliance with such standards. No jail, adult lockup, or other adult detention facility shall be used to detain juveniles unless such jail, adult lockup, or other adult detention facility complies with the standards established by the Department of Health and is designated as a place for the detention of juveniles by the judge having juvenile docket responsibility in the county from a list of eligible facilities supplied by the Department of Health.

The development and approval of the standards provided for in this paragraph shall comply with the provisions of the Administrative Procedures Act.<sup>3</sup>

- F. The State Board of Health shall promulgate rules providing for the routine recording and reporting of the use of any adult jail, lockup or other adult facility for the detention of any person under the age of eighteen (18).
- 1. For the purpose of ensuring the uniformity and compatibility of information related to the detention of persons under age eighteen (18), said rules shall be reviewed and approved by the Oklahoma Commission on Children and Youth prior to their adoption by the Board; and
- 2. Records of detention shall be reviewed during each routine inspection of adult jails, lockups or other adult detention facilities inspected by the State Department of Health and a statistical report of said detentions shall be submitted to the Office of Juvenile Affairs at least every six (6) months in a form approved by the Board of Juvenile Affairs.

#### Credits

Laws 1968, c. 282, § 108, eff. Jan. 13, 1969; Laws 1969, c. 273, § 1, emerg. eff. April 24, 1969; Laws 1977, c. 259, § 9, eff. Oct. 1, 1977; Laws 1982, c. 312, § 19, operative Oct. 1, 1982; Laws 1984, c. 219, § 2, eff. Nov. 1, 1984; Laws 1985, c. 253, § 2, emerg. eff. July 15, 1985; Laws 1987, c. 209, § 2, eff. July 1, 1987; Laws 1988, c. 238, § 3, emerg. eff. June 24, 1988; Laws 1989, c. 363, § 5, eff. Nov. 1, 1989; Laws 1990, c. 238, § 6, emerg. eff. May 21, 1990; Laws 1991, c. 296, § 28, eff. Sept. 1, 1991; Laws 1993, c. 320, § 2, emerg. eff. June 7, 1993; Laws 1994, c. 290, § 36, eff. July 1, 1994. Renumbered from Title 10, § 1108 and amended by Laws 1995, c. 352, §§ 151, 199, eff. July 1, 1995. Laws 1996, c. 247, § 22, eff. July 1, 1996; Laws 1997, c. 293, § 21, eff. July 1, 1997; Laws 2000, c. 177, § 9, eff. July 1, 2000. Renumbered from Title 10, § 7304-1.3 and amended by Laws 2009, c. 234, §§ 71, 185, emerg. eff. May 21, 2009; Laws 2016, c. 67, § 1, eff. Nov. 1, 2016; Laws 2022, c. 242, § 1, eff. Nov. 1, 2022.

#### **Footnotes**

- Title 74, § 500.1 et seq.
- <sup>2</sup> Title 51, § 151 et seq.

# ATTACHMENT A

<sup>3</sup> Title 75, § 250 et seq.

10A Okl. St. Ann. § 2-3-103, OK ST T. 10A § 2-3-103 Current with legislation of the Second Regular Session of the 59th Legislature (2024). Some sections may be more current, see credits for details.

End of Document

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# Please submit any updates to this form throughout the lifecycle of your contract to procurement@oja.ok.gov

# 2025

Contractor Contractor FEI Contractor Program Physical Address:		Contractor UEI (ifapplicable)	_
Contractor Mailing Address: (if different from above) Contractor Program Primary Phone Number:		Contractor Fax Number:	
Contractor Primary Contact			
Office #	Mobile#	E-Mail:	
Contractor Director/Executive:			
Office #	Mobile #	E-Mail:	
		E-Mail:	
Office #	Mobile # _	E-Mail:	
Contractor Board/Commission Chair			
Office #	Mobile #	E-Mail:	
ce Section 1			
<b>OJA Primary Program Contact</b>	Greg Delaney		
Office # 405-850-3996		405-402-0985	
Physical Address:		lvd, Ste 500, Oklahoma City, OK 73105-4508	
Mailing Address:		Oklahoma City, OK 73126-8812	
Submit claims to	accountspayable		
Procurement questions	procurement@oj	ja.ok.gov	-

# Pittsburg County Board of County Commissioners Lease Purchase Agreement

This agreement is made this day of May 5<sup>th</sup>, 2025 by and between the Pittsburg County Board of County Commissioners, designated throughout this agreement as the Lessee and Banner Fire Equipment, Inc designated throughout this agreement as the Lessor.

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

# Make/Description: 2024 E-ONE FREIGHTLINER M2 112 3000 GALLON TANKER VMT3-COMM (VIN: 1FVHC5FE8SHVU1476)

Quantity 1

Unit Price \$520,463.00

Lease Purchase Price \$270,463.00

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor for the Equipment, the sum of <u>\$2,898.80 monthly</u>, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

## III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the Pittsburg County, Oklahoma during which the lease is commenced.

# IV. Option to Renew:

The Lessee is hereby granted **nine** (9) successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of eleven (11) months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

# V. Title to Equipment

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

# VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of the Lessee's intent to purchase accompanied by a single, final payment of the purchase price of said Equipment, plus interest from the effective date hereof to the date of purchase, less an amount equal to the sum of all lease payments made under the terms of this Agreement. 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.

Deliver 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. Upon termination of this lease for any reason, unless the Lessee shall have exercised an option to purchase the Equipment in accordance with the terms and conditions set forth above, the Equipment shall be returned to the Lessor at the expense of the Lessor.

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.

### IX. Taxes

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

### X. Insurance

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

### XI. **Patents**

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

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

# XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give thirty (30) days written notice of termination to the Lessor.

# XIII. Assignment

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

# XIV. Road Machinery and Equipment

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

# XV. Entire Agreement of the Parties and Severability

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

## XVI. Choice of Law

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

Approved by Pittsburg County Board of County	Lessor: Banner Fire Equipment, Inc
Commissioners	3
Chl 13	· · · · · · · · · · · · · · · · · · ·
Hon Jelyn-	
July Waye will-com	Title
ATTEST:	
County Clerk PytysBURG	

# VENDOR ASSIGNMENT OF STATE FORM LEASE PURCHASE AGREEMENT TO LENDER

THIS ASSIGNMENT OF LEASE PURCHASE AGREEMENT ("Assignment") is entered between **BANNER FIRE EQUIPMENT**, **INC** ("Vendor/Assignor") and BANK OF GRAND LAKE ("Lender/Assignee") (each a "Party" and collectively the "Parties").

# Recitals

WHEREAS, Vendor/Assignor has entered into the attached contract/purchase order with PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS (the "Government Agency") that resulted in execution of the attached Lease Purchase Agreement between Vendor/Assignor and the Government Agency (the "LPA") and which is contingent upon financing and pursuant to which Vendor/Assignor is obligated to lease and supply certain equipment to the Government Agency described as follows:

2024 E-ONE FREIGHTLINER M2 112 3000 GALLON TANKER VMT3-COMM (VIN: 1FVHC5FE8SHVU1476) (the "Equipment"); and

WHEREAS, the LPA provides and the Government Agency has requested that Vendor/Assignor assign its rights under the LPA to Lender/Assignee to facilitate financing and enable the Government Agency to obtain use of the Equipment; and

WHEREAS, in consideration of Lender/Assignee's payment of the unit price of the Equipment as set forth in the LPA, Vendor/Assignor desires to assign certain rights under the LPA to Lender/Assignee and Lender/Assignee desires to accept such rights of Vendor/Assignor as set forth in this Assignment.

NOW THEREFORE, in consideration of the mutual covenants to be kept and performed by the Parties, and upon the provision and conditions hereinafter set forth, Vendor/Assignor and Lessee/Assignee agree as follows:

- 1. Vendor/Assignor hereby sells, transfers, assigns and sets over to Lender/Assignee all of Vendor/Assignor's right, title, and interest in the LPA, including but not limited to all right, title and interest in the Equipment (subject to Government Agency's right to possess and use the Equipment) and its right to receive all payments from Government Agency.
- 2. Notwithstanding such assignment of rights under the LPA, Lender/Assignee does not assume and Vendor/Assignor shall remain responsible for all obligations of Vendor/Assignor under the LPA, including facilitating and monitoring delivery of the Equipment, and any applicable warranties and service obligations.

- 3. Upon the Government Agency's approval and acceptance of Vendor/Assignor's delivery of the Equipment, Lender/Assignee shall pay the unit price to Vendor/Assignor and Government Agency shall thereafter make its lease payments to Lender/Assignee.
- 4. In the event of any conflict between this Assignment and the LPA, the LPA shall control.

VENDOR/ASSIGNOR

5. This Assignment shall be effective as of May 5, 2025.

BANNER FIRE EQUIPMENT, INC
By
Printed Name
Title
LENDER/ASSIGNEE BANK OF GRAND LAKE By
Printed Name
Title

Approval of Assignment and Acknowledgment of Obligations under the Lease Purchase Agreement:

**GOVERNMENT AGENCY** 

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS

Bv	CM /
-у_ Ву_	
Ву_	

# CERTIFICATE WITH RESPECT TO

# QUALIFIED TAX-EXEMPT OBLIGATION

- 1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1966.
- 2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2024-2025.
- 3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
- 4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
- 5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2024-2025 as qualified taxexempt obligations. Lessee reasonably anticipates that the total amount of qualified taxexempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
- 6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during the calendar year 2024-2025 will not exceed \$10,000,000.00.
- 7. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this  $5^{th}$  day of May, 2025.

Lessee: PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Title: Charlie Rogers, Chairman Board of County Commissioners

Attest:

County Clerk

# EQUIPMENT ACCEPTANCE CERTIFICATE

PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS ("Lessee") under that certain Equipment Lease Purchase Agreement dated MAY 5, 2025 between Lessee and BANK OF GRAND LAKE as Lessor (the "Agreement") acknowledges and represents that it has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and accepts the Equipment for all purposes. For purposes of this Agreement and Lessee's obligations to the Lessor, Lessee hereby accepts the Equipment and services and certifies that the Vendor and Lessor have fully and satisfactorily performed all covenants and conditions to be performed by it with respect to the delivery and installation of the Equipment and/or the performance of said services, and that the required insurance coverage has been obtained.

Dated:

Printed Name: Charlie Rogers

Title: Chairman

# OPINION OF COUNSEL

With respect to that certain Equipment Lease Purchase Agreement dated MAY 5, 2025 (the "Lease") by and between Bank of Grand Lake ("Lessor") and PITTSBURG COUNTY BOARD OF COUNTY COMMISSIONERS ("Lessee"), I am of the opinion that:

- 1. Lessee is a political subdivision of the State of Oklahoma and a tax-exempt entity under Section 103 of the Internal Revenue Code;
- 2. The execution, delivery and performance by Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee;
- 3. 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;
- 4. 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
- 5. All required approvals, authorizations, and public bidding procedures (if any) regarding the award of the Lease have been followed by Lessee and no additional 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.

Dated this 5th day of May, 2025.

Sincerely,

District Attorney:

Chuck Sullivan

Date 5 - Le - 2025

# SCHEDULE OF LEASE PAYMENTS AND OPTION TO PURCHASE PRICE MUNICIPAL LEASE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

# BANK OF GRAND LAKE, Lessor

and

# BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA, Lessee

Commencement Date: May 5, 2025

Purchase Price: \$270,463.00

Interest Rate: 5.15%

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
	06-05-2025	2,898.80	1,199.43	1,699.37	268,763.63
1	07-05-2025	2,898.80	1.153.44	1,745.36	267,018.27
2	08-05-2025	2.898.80	1,184.15	1,714.65	265,303.62
2 3 4 5	09-05-2025	2,898,80	1,176.55	1,722.25	263,581,37
5	10-05-2025	2,898.80	1,131.20	1,767.60	261,813,77
6	11-05-2025	2,898.80	1.161.07	1,737.73	260,076,04
7	12-05-2025	2,898.80	1,116.16	1,782,64	258,293,40
2025 TOTALS:		20,291.60	8,122.00	12.169.60	
8	01-05-2026	2,898.80	1,145.46	1,753.34	256,540.06
9	02-05-2026	2,898,80	1,137.68	1,761.12	254,778.94
10	03-05-2026	2,898,80	1,020,53	1,878.27	252,900.67
11	04-05-2026	2,898.80	1,121.54	1,777.26	251,123.41
12	05-05-2026	2,898.80	1,077.74	1,821.06	249,302,35
13	06-05-2026	2.898.80	1,105.59	1,793.21	247,509.14
14	07-05-2026	2.898.80	1,062.23	1,836.57	245,672.57
15	08-05-2026	2,898.80	1,089.49	1,809,31	243,863.26
16	09-05-2026	2,898.80	1,081.47	1,817.33	242,045.93
17	10-05-2026	2,898.80	1,038.78	1,860.02	240,185.91
18	11-05-2026	2,898.80	1,065.16	1,833.64	238,352.27
19	12-05-2026	2,898.80	1,022,93	1,875.87	236,476,40
2026 TOTALS:		34,785.60	12,968.60	21,817.00	
20	01-05-2027	2,898.80	1,048.71	1,850.09	234,626.31
21	02-05-2027	2,898.80	1,040.50	1,858.30	232,768.01
22	03-05-2027	2,898.80	932.37	1,966.43	230,801,58
23	04-05-2027	2,898.80	1,023.54	1,875.26	228,926.32
24	05-05-2027	2,898.80	982.48	1,916.32	227,010.00
25	06-05-2027	2,898.80	1,006.73	1,892.07	225,117,93
26	07-05-2027	2,898.80	966.13	1,932.67	223,185.26
27	08-05-2027	2,898,80	989.76	1,909.04	221,276.22
28	09-05-2027	2,898.80	981.30	1,917.50	219,358,72
29	10-05-2027	2,898.80	941.41	1,957.39	217,401,33
30	11-05-2027	2,898.80	964.11	1,934.69	215,466.64
31	12-05-2027	2,898.80	924.71	1,974.09	213,492.55
2027 TOTALS:		34,785.60	11,801.75	22,983.85	
32	01-05-2028	2,898.60	946.78	1,952.02	211,540.53
33	02-05-2028	2,898.80	938.12	1,960.68	209,579.85
34	03-05-2028	2,898.80	869.47	2,029.33	207,550.52
35	04-05-2028	2,898.80	920.43	1,978.37	205,572.15
36	05-05-2028	2,898.80	882.25	2,016.55	203,555.60
37	06-05-2028	2,898.80	902.71	1,996.09	201,559.51
38	07-05-2028	2,898.80	865.03	2,033.77	199,525.74
39	08-05-2028	2,898.80	884.84	2,013.96	197,511.78
40	09-05-2028	2,898.80	875.91	2,022,89	195,488.89
41	10-05-2028	2,898.80	838.97	2,059.83	193,429.06
42	11-05-2028	2,898.80	857.80	2,041.00	191,388.06
43	12-05-2028	2,898.80	821.37	2,077.43	189,310.63
2028 TOTALS:		34,785.60	10,603.68	24,181.92	

44 45 46 47 48 49 50 51 52 53	01-05-2029 02-05-2029 03-05-2029 04-05-2029 05-05-2029 06-05-2029 07-05-2029 08-05-2029 10-05-2029 11-05-2029	2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80	839.54 830.41 741.76 811.67 776.53 793.00 758.38 774.17 764.75 730.92 745.67 712.38	2,059.26 2,068.39 2,157.04 2,087.13 2,122.27 2,105.80 2,140.42 2,124.63 2,134.05 2,167.88 2,153.13 2,186.42	187,251.37 185,182.98 183,025.94 180,938.81 178,816.54 176,710.74 174,570.32 172,445.69 170,311.64 168,143.76 165,990.63 163,804.21
55	12-03-2023		9,279.18	25,506.42	), in the second
2029 TOTALS: 56 57 58 59 60 61 62 63 64 65 66 67 2030 TOTALS: 68 69 70 71 72 73 74	01-05-2030 02-05-2030 03-05-2030 04-05-2030 06-05-2030 06-05-2030 07-05-2030 09-05-2030 10-05-2030 11-05-2030 11-05-2030 01-05-2031 02-05-2031 03-05-2031 04-05-2031 05-05-2031 06-05-2031 07-05-2031	34,785.60 2,898.80	726.43 716.79 638.69 697.09 665.16 677.42 646.04 657.68 647.64 617,09 627.54 597.55 7,915.02 607.26 597.10 530.10 576.39 547.83 555.66 527.68	2,172.37 2,182.01 2,260.11 2,201.71 2,233.64 2,221.38 2,252.76 2,241.22 2,251.16 2,281.71 2,271.26 2,301.25 26,870.58 2,291.54 2,301.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,368.70 2,371.12	161,631,84 159,449,83 157,189,72 154,988.01 152,754,37 150,532,99 148,280,23 146,039,01 143,787,85 141,506,14 139,234,88 136,933,63 134,642,09 132,340,39 129,971,69 127,649,28 125,298,31 122,955,17 120,584,05
75 76 77 78	08-05-2031 09-05-2031 10-05-2031 11-05-2031	2,898.80 2,898.80 2,898.80 2,898.80	534.76 524.27 497.17 503.09	2,364,04 2,374.53 2,401.63 2,395.71	118,220,01 115,845,48 113,443,85 111,048,14
79	12-05-2031	2,898.80	476.58	2,422.22	108,625,92
2031 TOTALS:		34,785.60	6,477.89	28,307.71	
80 81 82 83 84 85 86 87 88 89 90	01-05-2032 02-05-2032 03-05-2032 04-05-2032 05-05-2032 06-05-2032 07-05-2032 08-05-2032 10-05-2032 11-05-2032 12-05-2032	2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80	481.73 471.01 430.55 449.29 424.29 427.46 403.06 405.43 394.37 370.90 372.06 349.21	2,417.07 2,427.79 2,468.25 2,449.51 2,474.51 2,471.34 2,495.74 2,493.37 2,504.43 2,527.90 2,526.74 2,549.59	106,208,85 103,781,06 101,312,81 98,863,30 96,388,79 93,917,45 91,421,71 88,928,34 86,423,91 83,896,01 81,369,27 78,819,68
2032 TOTALS:		34,785.60	4,979.36	29,806.24	70 270 42
92 93 94 95 96 97 98 99 100 101 102	01-05-2033 02-05-2033 03-05-2033 04-05-2033 05-05-2033 06-05-2033 07-05-2033 08-05-2033 10-05-2033 11-05-2033 12-05-2033	2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80 2,898.80	349.54 338.24 295.25 315.34 294.08 292.33 271.71 269.12 257.46 237.82 233.94 214.96	2,549,26 2,560,56 2,603,55 2,583,46 2,604,72 2,606,47 2,627,09 2,629,68 2,641,34 2,660,98 2,664,86 2,683,84	76,270.42 73,709.86 71,106.31 68,522.85 65,918.13 63,311.66 60,684.57 58,054.89 55,413.55 52,752.57 50,087.71 47,403.87
2033 TOTALS:		34,785.60	3,369.79	31,415.81	

TOTALS:		347,856.64	77,393.64	270,463.00	
2035 TOTALS:		14,494.64	186.82	14,307.82	
120	05-05-2035	2,899.44	12.39	2,007.00	
119	04-05-2035	2,898.80		2.887.05	0.00
118	03-05-2035	2,898.80	25.55	2.873.25	2.887.05
117	02-05-2035	2,898.80	34.55	2,864.25	5,760.30
116	01-05-2035	2,898.80	50.88	2,847.92	8,624.55
2034 TOTALS:	100000000000000000000000000000000000000	CONCOLL STORY	63.45	2.835.35	11,472.47
2024 TOTAL C:		34,785.60	1,689.55	33,096.05	
115	12-05-2034	2,898.80	13,53	2,020.21	
114	11-05-2034	2,898.80	73.53	2,825.27	14,307.82
113	10-05-2034	2,898.80	97.61 88.44	2,810,36	17,133.09
112	09-05-2034	2,898.80	97.61	2.801.19	19,943.45
111	08-05-2034	2,898.80	113.22	2,785,58	22,744.64
110	07-05-2034	2,898.80	125,52	2.773.28	25,530.22
109	06-05-2034	2,898.80	133.34	2.765.46	28,303.50
108	05-05-2034	2,898.80	149.97	2,748.83	31,068.96
107	04-05-2034	2,898.80	156.90	2.741.90	33,817.79
106	03-05-2034	2,898.80	174.21	2,724,59	36,559.69
105	02-05-2034	2,898.80	168.29	2.730.51	39,284.28
104	01-05-2034	2,898.80	210,22 198,30	2.700.50	42,014.79

Department of the Treasury

(Rev. October 2021)

# Information Return for Tax-Exempt Governmental Bonds

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

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. Chack hav if Amended Return ▶ □

OMB No. 1545-0047

Part	Revenue Service				Ole - all lange if A	haand	AN MATHEN SELL
		ty			Check box ii F	er identi	ed Return ► □ fication number (EIN)
	suer's name						
	USA COUNTY BOARD OF CO	OUNTY COMMISSIONERS				3-60064	er person shown on 3a
3a N	arne of person (other than Issuer) w	rith whom the IRS may communi	cate about this return (see in	structions)			
	umber and street (or P.O. box if ma	ills not delivered to street addre	ess)	Room/suite	5 Report number (	For IRS L	
		ATT 10 1101 CONTROL OF 1					3
90 BO	Ity, town, or post office, state, and	ZIP code			7 Date of issue	or service	
	STER, OK , 74502					5-05-20	25
	ame of issue				9 CUSIP number		
	(2 <u>0</u> )				10b Telephone num	show of or	finar or other
10a N	ame and title of officer or other em	ployee of the issuer whom the IF	RS may call for more informat	tion	employee show	wn on 10a	a
Part	Type of Issue (Ent	er the issue price.) Se	ee the instructions and	attach sch	edule.		
	Education		10 100 K K K K K K		g g mass e	11	
11	Health and hospital					12	
12	Transportation			× * * *		13	
13	Public safety			36	A 1 300 305 10 8	14	
14	Environment (including sev				Sel (Se) 40 40 9.	15	
15 16	Housing				(a) (a) a) a) a	16	
16	Utilities				(*) * * * *	17	
47							
17						18	270,463.00
18	Other, Describe ► LEASE	PURCHASE				18	270,463.00
18 19a	Other. Describe ► LEASE If bonds are TANs or RANs	PURCHASE s, check only box 19a		12 96 N N	000 to t D	18	270,463.00
18 19a b	Other. Describe ► LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of	PURCHASE s, check only box 19a . only box 19b a lease or installment sal	le, check box			18	270,463.00
18 19a b 20	Other. Describe ► LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of	PURCHASE s, check only box 19a . only box 19b a lease or installment sal	le, check box			18	270,463.00
18 19a b	Other. Describe ► LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of	PURCHASE s, check only box 19a . only box 19b	le, check box	ch this form		18	(e) Yield
18 19a b 20 Part	Other. Describe ► LEASE  If bonds are TANs or RANs  If bonds are BANs, check  If bonds are in the form of  Description of Bo  (a) Final maturity date	s, check only box 19a . only box 19b a lease or installment sal nds. Complete for the	le, check box entire issue for whic (c) Stated redemption price at maturity	ch this form	m is being filed.  (d) Weighted average maturity  years	18	270,463.00 (e) Yield
18 19a b 20 Part	Other. Describe ► LEASE  If bonds are TANs or RANs  If bonds are BANs, check  If bonds are in the form of  Description of Bo  (a) Final maturity date	s, check only box 19a . only box 19b a lease or installment sal nds. Complete for the	le, check box entire issue for whic (c) Stated redemption price at maturity	ch this form	m is being filed.  (d) Weighted average maturity  years		(e) Yield
18 19a b 20 Part	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  V Uses of Proceeds	s, check only box 19a . only box 19b a lease or installment salends. Complete for the (b) Issue price \$ of Bond Issue (include)	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters'	ch this form	m is being filed.  (d) Weighted average maturity  years	22	(e) Yield
18 19a b 20 Part	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue	s, check only box 19a . only box 19b a lease or installment salends. Complete for the (b) Issue price  s of Bond Issue (included interest	le, check box entire issue for whice (c) Stated redemption price at maturity \$ ding underwriters'	ch this form	m is being filed.  (d) Weighted average maturity  years		(e) Yield
18 19a b 20 Part 21 Part 22 23	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue	s, check only box 19a . only box 19b . a lease or installment sal nds. Complete for the (b) Issue price  s of Bond Issue (included interest	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b))	ch this form	m is being filed.  (d) Weighted average maturity  years	22	(e) Yield
18 19a b 20 Part	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue	s, check only box 19a . only box 19b a lease or installment salends. Complete for the (b) Issue price  s of Bond Issue (included interest	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount	discount)	m is being filed.  (d) Weighted average maturity  years	22	(e) Yield
18 19a b 20 Part 21 Part 22 23 24	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of III Description of Bo  (a) Final maturity date  05-05-2035 IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of	s, check only box 19a	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount	discount)	m is being filed.  (d) Weighted average maturity  years	22	(e) Yield
18 19a b 20 Part 21 Part 22 23 24 25 26	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of Proceeds allocated to rea	s, check only box 19a . only box 19b a lease or installment salends. Complete for the (b) Issue price  \$ s of Bond Issue (included interest (enter amount from line 2 ssuance costs (including enhancement	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund	discount)  24 25 26	m is being filed.  (d) Weighted average maturity  years	22	(e) Yield
18 19a b 20 Part 21 Part 22 23 24 25	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of Proceeds used for credit of Proceeds used to refund is Proceeds used to refund is	s, check only box 19a . only box 19b a lease or installment salends. Complete for the (b) Issue price  s of Bond Issue (included interest	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund Complete Part V	discount)  24 25 26 27	m is being filed.  (d) Weighted average maturity  years	22 23	(e) Yield
18 19a b 20 Part 21 Part 22 23 24 25 26 27	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for credit of Proceeds used for credit of Proceeds used to refund in Total (add lines 24 through	s, check only box 19a only box 19b only box 19b only box 19b only box 19c only box	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund Complete Part V	discount)  24 25 26 27 28	m is being filed.  (d) Weighted average maturity  years	22 23 23 29	(e) Yield
18 19a b 20 Part 21 Part 22 23 24 25 26 27 28	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of II Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of Proceeds allocated to rea Proceeds used to refund in Proceeds used to refund in Proceeds used to refund in Total (add lines 24 throug) Nonrefunding proceeds o	s, check only box 19a only box 19b only box 19b only box 19b only box 19c only box	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund Complete Part V applete Part V 29 from line 23 and en	discount)  24 25 26 27 28 ter amount	m is being filed.  (d) Weighted average maturity  years  here)	22 23	(e) Yield
18 19a b 20 Part 21 Part 22 23 24 25 26 27 28 29	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds  Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of Proceeds used to refund Proceeds used to refund Proceeds used to refund Total (add lines 24 throug Nonrefunding proceeds of Reservices Issue Proceeds used to refund Proceeds used to refund Proceeds used to refund Total (add lines 24 throug Nonrefunding proceeds of Proceeds used to Proceeds Used to Proceeds Used to Proceeds Used to Proceeds Used Total (add lines 24 throug Nonrefunding Proceeds Other Proceeds Used Total (add lines 24 throug Nonrefunding Proceeds Other Proceeds Other Proceeds Used Total (add lines 24 throug Nonrefunding Proceeds Other Procee	s, check only box 19a only box 19b only box 19b only box 19b only box 19c only box	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund Complete Part V 29 from line 23 and enoblete this part only for	discount)  24 25 26 27 28 ter amount or refundin	m is being filed.  (d) Weighted average maturity  years  here)  g bonds.	22 23 23 29	(e) Yield
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18 19a b 20 Part 21 Part 22 23 24 25 26 27 28 29 30 Par	Other. Describe LEASE If bonds are TANs or RANs If bonds are BANs, check If bonds are in the form of Description of Bo  (a) Final maturity date  05-05-2035  IV Uses of Proceeds Proceeds used for accrue Issue price of entire issue Proceeds used for bond is Proceeds used for credit of Proceeds used for credit of Proceeds used to refund Proceeds used to refund Total (add lines 24 throug Nonrefunding proceeds of Enter the remaining weight	s, check only box 19a only box 19b only box 19b only box 19b only box 19c only box	le, check box entire issue for whice (c) Stated redemption price at maturity  \$ ding underwriters' 21, column (b)) underwriters' discount or replacement fund Complete Part V 29 from line 23 and emplete this part only for the tax-exempt bonds to be been bonds will be called	discount)  24 25 26 27 28  ter amount or refunding to be refunded	m is being filed.  (d) Weighted average maturity  years  here)  g bonds.  inded	22 23 23 29	(e) Yield

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Part '	VI Mi	scellaneous	II t - d to the ionus	under section 141	(b)(5)	35
35	Enter the	e amount of the state volume cap	allocated to the issue	in a guarantaed inv	estment contract	製造 (
36a	Enter the	e amount of gross proceeds inves	ted or to be invested	in a guaranteed inv	estinoni sonias-	36a
	(GIC). So	ee instructions		8 35 UEU 10 55 B		12 E
b	Enter the	e final maturity date of the GIC ► (	MM/DD/YYYY)			
C	Enter th	e name of the GIC provider	read to make loans			
37	Pooled t	inancings: Enter the amount of the	ne proceeds of this is	sue triat are to be o	ised to make loans	37
	to other	governmental units		omnticeus checki	oox ▶ □ and ente	r the following information:
38a	If this is:	sue is a loan made from the procee	eds of another tax-ex	empt issue, check i	30X P	•
b	Enter th	e date of the master pool bond	(MM/DD/YYYY)			
С		e EIN of the issuer of the master p	and the second line			
d	Enter th	e name of the issuer of the master suer has designated the issue und	or pool bond	\(i\(III\) (small issuer	exception), check b	oox ▶ □
39	If the iss	suer has designated the issue und suer has elected to pay a penalty i	er section 200(b)(c)(c)	sate check hox		▶ □
40	If the iss	suer has elected to pay a penalty i suer has identified a hedge, check	hara   Grand and and ante	r the following infor	rmation:	
41a	If the iss	suer has identified a nedge, check	Tiere I and onto	a the fellowing much		
b		f hedge provider				
С	_	hedge -				
d	Term of	hedge ►suer has superintegrated the hedg	a shook boy	2 TO AL HI BI GAV THAN	er er iv iv an mi	
42	If the is:	suer has superintegrated the nedg ssuer has established written pr	e, check box .	that all nonqualific	ed bonds of this i	issue are remediated
43	If the is	ssuer has established written prong to the requirements under the t	Ocedures to ensure Code and Regulation	s (see instructions).	check box	
	accordi	ng to the requirements under the tables are the tables are tablished written proce	dures to monitor the	requirements of se	ction 148, check be	ox
44	If the is:	portion of the proceeds was used	to reimburse expens	ditures, check here	▶ ☐ and enter the	e amount
45a	It some	portion of the proceeds was used oursement	1 to reimburse expen	>		
	of reimi	and the second of the second o	stad - (MM/DD/YYY)	()		
<u>a</u>	Enter tr	Under penalties of perjury, I declare that I and belief, they are true, correct, and com	have examined this return a	and accompanying sched	dules and statements, an	d to the best of my knowledge
Ciar	ature	and belief, they are true, correct, and comprocess this return, to the person that I ha	plete. I further declare that	I consent to the IRS's dis	sclosure of the issuer's re	eturn information, as necessary to
	lature	process this return, to the person that Tha	7 authorized above.			
and		11111		55-2005	Charlie Rogers,	Board Chairman
Con	sent	Signature of Issuer's authorized repres	sentative	5.5-2005 Date	Type or print name	and title
_		Print/Type preparer's name	Preparer's signature			eck if PTIN
Paic	1	in the brakes a mine				lf-employed
Prep	oarer	Firm's name			Firm's Ell	N Þ
Use	Only	Firm's name			Phone no	).
		Fill 5 addless F				Form <b>8038-G</b> (Rev. 10-202



# **EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 5/1/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

ISSUING INSURER(S), AUTHORIZED REPRESI	ENTATIVE OR PRODUCE	ER, AND	THE ADI	JITO NAL II							
The Burrows Agency 107 West Patti Page Blvd			COMPANY  National Union Fire Insurance of Pittsburgh PA 175 Water Street New York, NY 10038								
Claremore, OK 74017											
AX E-MAIL A/C, No): ADDRESS:											
ODE: SUB CODE:											
GENCY :USTOMER ID #:		LOA	N NUMBER				POLICY N	JMBER			
Pittsburg Area Volunteer Fire		1					VFNU-T	R-00038	24		
⊃O Box 80 ⊃ittsburg OK 74560			EFFECTIVE	DATE	EXPIR	ATION DATE		CONTINU	ED UNTIL		
Pittsburg OK 14300			02/10/20			10/2026	i	TERMINA'	TED IF CHECKED		
		THIS	REPLACES	PRIOR EVIDEN	NCE DATE	D:					
PROPERTY INFORMATION											
OCATION/DESCRIPTION											
2024 E-One Pumper VIN #1FVHC5FE8SHVU1470	•										
				ED 400)	/F FOR	THE BOLK	OV DEBIC	D INDIC	ATED		
THE POLICIES OF INSURANCE LISTED BELOW NOTWITHSTANDING ANY REQUIREMENT, TER	HAVE BEEN ISSUED TO	THE INS	SURED NA	NED ABOV	OCUME!	NT WITH R	ESPECT	TO WHI	CH THIS		
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EVIDENCE OF PROPERTY INSURANCE MAY BE SUBJECT TO ALL THE TERMS, EXCLUSIONS A	ND CONDITIONS OF SUC	H POLI	CIES. LIM	ITS SHOWN	V MAY F	HAVE BEEN	REDUC	FD BA by	AID CLAIMS.		
	S INSURED BASIC		ROAD	SPECIAL					T		
00121012	ERAGE / PERILS / FORMS						OUNT OF IN	SURANCE	DEDUCTIBLE		
2024 E-One Pumper #1476						530,0	000		1,000		
REMARKS (Including Special Conditions)			, , , , , , , , , , , , , , , , , , ,								
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CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED	DOLIGIES DE CANCELL	ED BEE	ODE THE	EXDIDATION	ΟΝ ΠΑΤ	F THERE	DE. NOTI	CE WILL	BE		
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Bank of Grand Lake 201 E 18th St		1	TUODIZESS	EPRESENTATI	VE						
201 E 18th St Grove, OK 74344					* L						
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# OKLAHOMA OWNERS SECURITY VERIFICATION FORM X COMMERCIAL PERSONAL

19445 COMPANY NAIC NUMBER POLICY NUMBER National Union Fire Insurance of Pittsburgh PA 175 Water Street New York, NY 10038 COMPANY NAME AND ADDRESS

VFNU-TR-0003824

05/01/2025 EFFECTIVE DATE **EXPIRATION DATE** 

VEHICLE IDENTIFICATION NUMBER 02/10/2026

AGENCY/COMPANY ISSUING FORM (INCLUDE ADDRESS AND TELEPHONE NUMBER) E-One Pumper 1FVHC5FE8SHVU1476

YEAR 2024

MAKEMODEL

(918) 341-2196

NAME OF INSURED

307 West Patti Page Blvd

Claremore, OK 74017 The Burrows Agency

COVERAGES: (A) C (D) (G) L N R R1 U S Pittsburg Area Volunteer Fire Department, Inc

EXCLUDED DRIVERS

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

SEE IMPORTANT INFORMATION ON REVERSE SIDE

# OKLAHOMA OWNERS SECURITY VERIFICATION FORM

X COMMERCIAL

PERSONAL

COMPANY NAIC NUMBER COMPANY NAME AND ADDRESS

19445

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

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05/01/2025

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1FVHC5FE8SHVU1476 VEHICLE IDENTIFICATION NUMBER

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

(918) 341-2196

307 West Patti Page Blvd The Burrows Agency 2024 YEAR

E-One Pumper

MAKE/MODEL

NAME OF INSURED

Claremore, OK 74017

Pittsburg Area Volunteer Fire Department, Inc

COVERAGES: න , ම ම z Ŋ

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EXCLUDED DRIVERS

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CEE IMDODTANT INFORMATION ON REVERSE SIDE

# CAR RENTAL AND TRAVEL EXPENSE CAR RENTAL

HOW TO IDENTIFY YOUR COVERAGE

Þ LIABILITY (BODILY INJURY) PROPERTY DAMAGE)

MEDICAL PAYMENTS COMPREHENSIVE

Z L O O O COLLISION

LOSS TO YOUR RECREATIONAL VEH. EMERGENCY ROAD SERVICE

UNINSURED MOTOR VEHICLE

ᅥᇬᆫᄶᅩᄱ DEATH, DISMEMBERMENT

DISABILITY

LOSS OF EARNINGS

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

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

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

ACORD 50 OK (2009/08)

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# HOW TO IDENTIFY YOUR COVERAGE

⋗ LIABILITY (BODILY INJURY) PROPERTY DAMAGE)

MEDICAL PAYMENTS

COMPREHENSIVE

0 D C COLLISION

LOSS TO YOUR RECREATIONAL VEH.

zr EMERGENCY ROAD SERVICE

> $A \subseteq A \subseteq A$ DISABILITY DEATH, DISMEMBERMENT

UNINSURED MOTOR VEHICLE

CAR RENTAL AND TRAVEL EXPENSE

CAR RENTAL

LOSS OF EARNINGS

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

ACORD 50 OK (2009/08)

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# OKLAHOMA OPERATORS SECURITY VERIFICATION FORM

COMPANY NAME AND ADDRESS

COMMERCIAL

PERSONAL

VEAD MAKE/MODE	POLICY NUMBER	
VEHICLE IDENTIFICATION NUMBER	EFFECTIVE DATE	
ON NUMBER	EXPIRATION DATE	

COMPANY NAIC NUMBER

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

NAME OF INSURED

COVERAGES: > G U G \_ z Z 꼰 C S

A LIABILITY INSURANCE POLICY HAS BEEN ISSUED PURSUANT TO THE COMPULSORY INSURANCE LAW OF OKLAHOMA. CARRY THIS OPERATORS SECURITY VERIFICATION FORM WHENEVER OPERATING ANY MOTOR VEHICLE.

SEE IMPORTANT INFORMATION ON REVERSE SIDE

# OKLAHOMA OPERATORS SECURITY VERIFICATION FORM

COMPANY NAIC NUMBER	RCIAL	PERSONAL
POLICY NUMBER	EFFECTIVE DATE EX	EXPIRATION DATE
YEAR MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER	MBER

YEAR

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

NAME OF INSURED

COVERAGES: C O G z æ 꼬 \_ S  $\dashv$ 

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SEE IMPORTANT INFORMATION ON REVERSE SIDE

# HOW TO IDENTIFY YOUR COVERAGE

- LIABILITY (BODILY INJURY) PROPERTY DAMAGE)
- MEDICAL PAYMENTS
- 0 D C
  - COMPREHENSIVE
- COLLISION
- LOSS TO YOUR RECREATIONAL VEH. EMERGENCY ROAD SERVICE
- ≀⊣೧⊂ಸಭ DISABILITY

DEATH, DISMEMBERMENT UNINSURED MOTOR VEHICLE

CAR RENTAL AND TRAVEL EXPENSE

CAR RENTAL

LOSS OF EARNINGS

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

ACORD 51 OK (2009/08)

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# HOW TO IDENTIFY YOUR COVERAGE

- LIABILITY (BODILY INJURY)
- PROPERTY DAMAGE)
  MEDICAL PAYMENTS
- zraon COMPREHENSIVE

COLLISION

- EMERGENCY ROAD SERVICE
- LOSS TO YOUR RECREATIONAL VEH.
- CAR RENTAL
- UNINSURED MOTOR VEHICLE CAR RENTAL AND TRAVEL EXPENSE
- DEATH, DISMEMBERMENT
- 2 4 8 C 2 B LOSS OF EARNINGS DISABILITY
- EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES

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PERMIT# 35-016

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

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

PLEASE PRINT PUBLIC SERVICE/PIPELINE OWNER NA	AME: <u>ONE Gas, Ir</u>	nc./Oklah	oma Natur	al Gas Company
CONTACT: Robin K. Wall	EMAIL:	: <u>robin</u>	.wall@one	gas.com
ADDRESS: 5848 E 15th Street	2		PHONE:	405/812-8436
CITY:Tulsa	STATE:_	OK_	_ZIP COD	E: 74112
CONSTRUCTION COMPANY NAME: B	&H Construction			
CONTACT:	EMAIL	·		
ADDRESS: 301 James Dean Dr.			PHONE:	405/288-2412
CITY: Norman	STATE: _	OK	_ ZIP COD	DE: 73072
TYPE OF INSTAL	(ATION (Please m	ark all bo	xes that ap	ply)
☐ Electric ☐ ☐ Permanent Line ☐ Temporary Line ☐ Temporary Line ☐ Telephone ☐ Sewer ☐ Other ☐ Other	Salt Water Fresh Water Other	Reside Comm Agricu Oil/Ga Road Other	ential nercial ultural as Service	□ Trenching     □ In/Through     existing culvert     □ Temporary Road     Cross Bridge     □ Other:
This permit is to erect, construct and ma hereinafter said county highway/road for the				
incremented data country ingritting,	LOCATION		0.	
Beginning at 35.21027 N, -95.60790 Wa	nd Cross Cross or Parallel	free	eway route_	Canadian Access Rd.  County Road Name
0.44 mi S Approximately <u>&amp; 0.19</u> miles <u>Eas</u> North, South,		US 69 & S	SH 9A t Intersecting Roa	and ending at ad or Highway
<u>35.21002 N, -95.607833 W</u> . Embrace GPS Location (in decimals)	ed in Section <u>34</u>	Towns	hip <u>9N</u>	Range 16E

PIPELINES	ELECTRIC
SIZE 3/4" ALLOY/MATERIAL D2513 PE3408 WALL THICKNESS095" CONTENTS Natural gas MFG. TEST PRESSURE 1600# MAX. OPERATING PRESSURE 60# WORKING PRESSURE 30#	VOLTAGE
COMMUNICATIONS	SERVICE ENTRANCE
WIRES/PAIRS/STRANDS GUAGE CABLE TYPE	DIAMETER OF CULVERT PIPE LENGTH OF CULVERT PIPE
CASING SIZE N/A ALLOY/MATERIAL	WALL THICKNESS
Upon review, I, <u>Tawanna</u> <u>Cath</u> determined that the above-referenced public service/pi	Does Not Tawanna Cathey
within a	Signature, Pittsburg County Floodplain Administrator ermit and receipt where permit was paid if road crossing is floodplain)
that you have read each condition, requirement or cove	
<ol> <li>Applicant/contractor is aware that all road cr</li> </ol>	ossing permits for PITTSBURG COUNTY shall require

- Applicant/contractor is aware that all road crossing permits for PITTSBURG COUNTY shall require approval from the Pittsburg County Floodplain Administrator's Office and that all permits and fees owed to the Floodplain Administrator's Office will be paid in full before approval is given by the Board of County Commissioners.
- Application for road crossing must be submitted *no later than 5 days before a meeting* of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor <u>shall</u> contact the County Commissioners Office at the completion of crossing for an onsite inspection.

- 3. The applicant must agree to hold Pittsburg County harmless for any damage or injury to persons or property caused by or resulting from the construction, maintenance, operation, or repair of the facilities on, under, or over the County right-of-way. The petitioner/contractor will be responsible for any damage resulting from deviation of the plat.
- All crossings shall be bored on blacktop/asphalt roads. Cutting may be permitted on dirt roads, ditches, or other surfaces with approval from the Board of County Commissioners. Blasting is not permitted.

Initial RKU

- 5. In construction pipelines or utility routes that cross county highways or roads, NO DITCH, TRENCH, OR BORING, shall be done by the applicant/contractor until approved by the Board of County Commissioners. All ditching and trenching shall be completed to the County Commissioner's specifications. Applicants, contractors or owners shall maintain crossing. (Signs, grass, brush control, etc.)
- 6. The petitioner/contractor shall furnish all flag men, lights, barricades, and warning signs meeting all laws and regulations, including those in the "Manual on Uniform Traffic Control Devices" appropriate for the construction project. The petitioner/contractor agrees to keep the road open to traffic unless approved by the Board of County Commissioners. At the conclusion of such work, the right-of-way must be in a presentable condition.
- 7. When notified to do so by the Board of County Commissioners, the petitioner/contractor agrees at their expense to make all changes in the facility on County right-of-way.

  Initial: RKU
- 8. Relocation Applicant, upon 30 days written notice, agrees to relocate utilities at their expense should it interfere with County construction and/or maintenance.
- 9. Aerial facilities <u>Clearance above the traffic lanes of the road at all aerial pole line crossings shall comply with applicable safety codes and will not be less than 20 feet.</u> All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and free from weeds and brush within a 5-foot area of the installation. These facilities, when paralleling the roadway, shall be single pole construction and located within 3 feet of the fence line, if a fence exists. If no fence exists, the right-of-way shall be located by an Oklahoma Registered Land Surveyor at the petitioner's expense and a copy provided to the Board prior to construction. All crossings shall be as nearly perpendicular as possible. Facility shall not interfere with the natural flow of waters or ditch.
- 10. Underground facilities All shall be a minimum of 5 feet below the elevation of the center line of the road, but not less than 4 feet fellow the bottom of the ditch. Crossings shall be encased from right-of-way line to right-of-way line and be vented off the right-of-way lines. Concrete caps of 4' wide and 6" deep may be required from edge of road to fence line. Identification markers shall be installed at each right-of-way line directly above the facility. The markers must identify the owner's name, address and telephone

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

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

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

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

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

Initial RKU

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

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

Initial Part of Transportation and/or Oklahoma Corporation Commission pipeline safety standards rules and regulations in effect at the time of the permit.

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

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

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

16. Any pipe or tinhorns to be installed shall be a beveled end at a 45° angle with concrete end treatments.

The commissioner shall approve proper diameter of pipe.

Initial RKU

## FEE SCHEDULE

(Check must accompany permit)

Floodplain Inspection Fee (if necessary)	\$50.00 each
Floodplain Oil & Gas Pipeline Burial Permit Fee	\$300.00 each
Floodplain Permit extension	1/2 of permit fee each
Floodplain Permit extension	
(all floodplain permits expire 6 months for original permit date)	\$1,000,00 each
Road Bore – Permanent	
Domestic or livestock water 3" diameter or less	1 700 00 1
Cut or trenched permanent	\$1,500.00 each
Temporary lines through culverts/bridges	\$1,500.00 each
Temporary buried line, cut or trenched	\$1,500.00 each
Temporary Road Crossing Bridge	\$1,500.00 each
Temporary Road Crossing bridge	100 mm to 100 mm

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

# PETITIONER/CONTRACTOR'S ATTESTMENT

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

Robin K. Wall	April 29, 2025	
Petitioner/Contractor Signature	Date	
Sr. Right-of-Way/Permitting Agent	405/812-8436 Phone Number	

# PERMIT APPROVAL

The undersigned Board of County Commissioners, Pittsburg County, do hereby grant the crossing

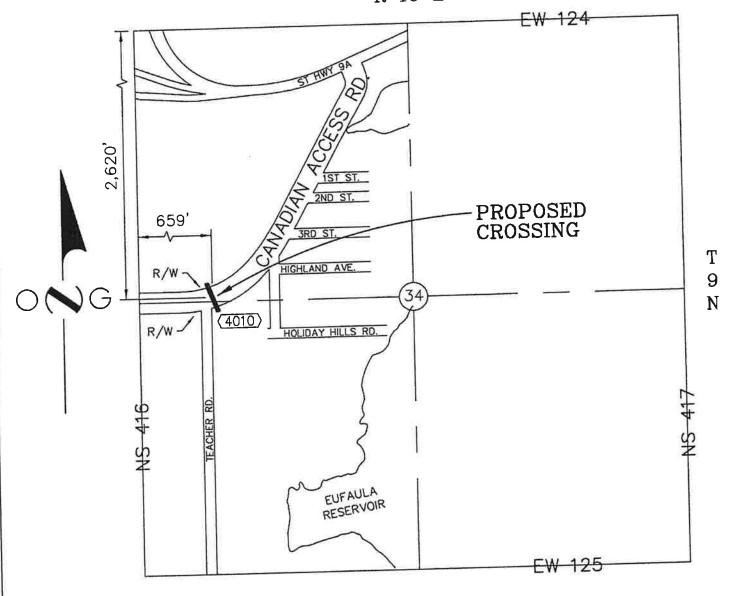
described in the application hereinabove set forth; provided that, the same shall be subject to the terms and conditions of the application incorporated herein by this reference. Approved on the 5th day of Mouy, 20 25. Pittsburg County District # Company Check#D21-08|38 Date of Check 430|25 Amount of Check 1500,00 COMMISSIONERS COMMENTS/CHANGES: **BOARD OF COUNTY COMMISSIONERS** PITTSBURG COUNTY, OKLAHOMA ATTEST: District 1 Commissioner District 2 Commissioner

Type

\* Record . 5072 (5072) Key ParcellD Deleted Record Active Record

# PITTSBURG COUNTY

R 16 E



# CROSSING

\* 3/4"OD ASTM D2513 PE3408 .13# .095"WT H.D. PIPE INSIDE R/W (100# MFG MAOP)

3/4"OD ASTM D2513 PE2406 .12# .095"WT PLASTIC PIPE OUTSIDE R/W (60# MFG MAOP)

BORED 48" MIN BELOW HWY SURFACE 48" MIN BELOW DRAINAGE DITCH

\* 1600# MFG MIN TEST PRESSURE 100# ONG MIN TEST PRESSURE 30# NORMAL W.P. 60# MAX W.P.

0.44 MILES SOUTH AND 0.19 MILES EAST OF JUNCTION OF US HWY 69 AND ST HWY 9A

# 4010 CANADIAN ACCESS RD.

# OKLAHOMA NATURAL GAS COMPANY CANADIAN DISTRIBUTION PROPOSED 3/4" GAS SERVICE LINE **CROSSING** CANADIAN ACCESS RD.

CAI	MADIAN ACCESS	
DESIGNED -	SURVEY -	DATE 4-29-2025
DRAWN K.E.R.	J.O. 021.054.2988.005101	SCALE NONE
CHECKED C.E.	021.054.2988.005101 R/W -	SHEET 1
FILE	DWG. 2980-29-25CP	OF 1 L
	Annual Control of the	