



NOTICE AND AGENDA OF REGULAR MEETING

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

FILED

DATE: May 27, 2025

TIME: 9:00 A.M.

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

MAY 23 2025

TIME 8:33 AM
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

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

AGENDA

1. CALL MEETING TO ORDER

2. ROLL CALL:

CHARLIE ROGERS	-	CHAIRMAN
ROSS SELMAN	-	VICE-CHAIRMAN
MIKE HAYNES	-	MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting from May 19, 2025

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

6. OFFICIALS – DEPARTMENT REPORT

A. COUNTY CLERK

i. Notice of Scrivener's Error

7. FISCAL TRANSACTIONS

A. Claims and Purchase Orders

B. Transfers

C. Monthly Reports

D. Blanket Purchase Orders

E. Payroll

8. UNFINISHED BUSINESS

- A. Discussion, Consideration and Possible Action to Approve Lease Agreement between Pittsburg County and First Realty for office space for the Pittsburg County Election Board

9. AGENDA ITEMS

- A. Lana O'kelley with Oklahoma Mobility Management Program to address the Board regarding the Oklahoma Opioid Abatement Grant
- B. Resolution 25-297 to Cancel Purchase Order(s) – Sheriff's Department
- C. Resolution 25-298 to Cancel Purchase Order(s) – Assessor's Office
- D. Resolution 25-299 to Cancel Purchase Order(s)- District 1
- E. Resolution 25-300 to Deposit Check- District 1
- F. Resolution 25-301 to Deposit Check- District 3
- G. Resolution 25-302 to Accept Donation- Animal Shelter
- H. Discussion, Consideration and Possible Action to Approve Detention Services Agreement By and Between ROCMND Area Youth Services, Inc. and Pittsburg County for Fiscal Year 2025-2026
- I. 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 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. Clearlake Road if Graham Meadow Rd is not a public road – District 3
- J. Discussion, Consideration and Possible Action to Approve or Disapprove Public Hearing Notice 25-001 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 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. Clearlake Road if Graham Meadow Rd is not a public road – District 3
- K. Discussion, Consideration and Possible Action to Approve Planned Maintenance Agreement between Clifford Power and Pittsburg County Firefighters Association
- L. Discussion, Consideration and Possible Action to Approve Detention Service Agreement by and between Legacy Therapeutic Services, LLC and the Pittsburg County Board of Commissioners
- M. Discussion, Consideration and Possible Action to Approve the Purchase of One (1) New 2024 John Deere 320 P-Tier Backhoe Loader, purchased through Sourcewell #011723-JDC
- N. Discussion, Consideration and Possible Action to Approve the Purchase of One (1) New 2025 John Deere 75 P-Tier Excavator, purchased through Sourcewell #011723-JDC
- O. EXECUTIVE SESSION
 - i. To Perform the Personnel Performance Evaluation for Eddie Jones, Asphalt Plant Supervisor, pursuant to Oklahoma Statutes, Title 25 § 307.B.1
 - ii. To Perform the Personnel Performance Evaluation of Toni Martin, Expo Center Employee, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)
 - iii. To Perform the Personnel Performance Evaluation of Lizzie Strain, Housekeeping Employee, pursuant to Oklahoma Statutes, Title 25 § 307(B)(1)

10. ROAD CROSSING PERMITS

- A. A. 25-017, H2 Services, LLC to install Temporary Fresh Water through existing culvert,
Embraced in Section 16 Township 7N Range 13E- District 3

11. NEW BUSINESS

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

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

13. 10:00 A.M. – BID OPENINGS
None.

14. RECESS/ADJOURNMENT



Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER
MAY 27, 2025
MEETING MINUTES

The Board of County Commissioners, Pittsburg County, met in regular session on May 27, 2025 at 9:00 A.M., Meeting held in the County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:38 A.M., May 23, 2025.

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

2. ROLL CALL: Roll was called.

Charlie Rogers	Present
Ross Selman	Absent
Mike Haynes	Present

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

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MINUTES FROM:

A. REGULAR MEETING MAY 19, 2025: The minutes from the previous meeting, May 19, 2025 regular meeting were read. Rogers made a motion to approve the minutes; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COUNTY CLERK:

i. NOTICE OS SCRIVENER’S ERROR: Rogers read the notice of scrivener’s error to correct the agenda from May 19, 2025 item 9Z to read Ethan Thomason.

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 Haynes.

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AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

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

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS: None.

E. PAYROLL: Rogers made a motion to approve the mid-month payroll; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE LEASE AGREEMENT BETWEEN PITTSBURG COUNTY AND FIRST REALITY FOR OFFICE SPACE FOR THE PITTSBURG COUNTY ELECTION BOARD: Rogers stated that the lease agreement is in the amount of \$1,700.00 a month for 1 year with 2 options to renew. Rogers made a motion to approve the lease agreement; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. LANA O'KELLEY WITH OKLAHOMA MOBILITY MANAGEMENT PROGRAM TO ADDRESS THE BOARD REGARDING THE OKLAHOMA OPIOID ABATEMENT GRANT: O'Kelley was not present. No action taken.

B. RESOLUTION 25-297 TO CANCEL PURCHASE ORDER(S) – SHERIFF’S DEPARTMENT: Rogers read the resolution stating purchase order 9705. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

C. RESOLUTION 25-298 TO CANCEL PURCHASE ORDER(S) – DISTRICT 11: Rogers read the resolution stating purchase order 10008. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 25-299 TO CANCEL PURCHASE ORDER(S) – ASSESSOR’S OFFICE: Rogers read the resolution stating purchase order 9677. Rogers made a motion to cancel the purchase order; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

E. RESOLUTION 25-300 TO DEPOSIT CHECK – DISTRICT 1: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

F. RESOLUTION 25-301 TO DEPOSIT CHECK – DISTRICT 3: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

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G. RESOLUTION 25-302 TO ACCEPT DONATION – ANIMAL SHELTER: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

H. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE DETENTION SERVICES AGREEMENT BY AND BETWEEN ROCMND AREA YOUTH SERVICES, INC AND PITTSBURG COUNTY FOR FISCAL YEAR 2025-2026:
Sandra Crenshaw stated that the agreement is in the amount of \$25.00 a day per child. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

I. 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 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 SECTIONS 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: Rogers made a motion to table the item from the agenda; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

J. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE/DISAPPROVE PUBLIC HEARING NOTICE 25-001 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 25, TOWNSHIP 7 NORTH RANGE 13 EAST, RUNNIN 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 SECTIONS 23 & 24, TOWNSHIP 7 NORTH, RANGE 13 EASTRUNNING EAST FROM GRAHAM MEADOW RD OR S. CLEARLAKE ROAD IF GRAHAM MEADOW RD IS NOT A PUBLIC ROAD – DISTRICT 3: Rogers made a motion to table the item from the agenda; seconded by Haynes.

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AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

K. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE PLANNED MAINTENANCE AGREEMENT BETWEEN CLIFFORD POWER AND PITTSBURG COUNTY FIRE FIGHTERS ASSOCIATION: Rogers stated that the agreement is in the amount of \$1,536.00 for 1 year. Rogers made a motion to approve the resolution; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

L. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE DETENTION SERVICE AGREEMENT BY AND BETWEEN LEGACY THERAPEUTIC SERVICES, LLC AND THE PITTSBURG COUNTY BOARD OF COMMISSIONERS: Sandra Crenshaw stated that the agreement is in the amount of \$78.00 a day per child. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

M. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF ONE (1) NEW 2024 JOHN DEERE 320 P-TIER BACKHOE LOADER, PURCHASED THROUGH SOURCEWELL #011723-JDC: Rogers made a motion to approve the purchase; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

N. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF ONE (1) NEW 2025 JOHN DEERE 75 P-TIER EXCAVATOR, PURCHASED THROUGH SOURCEWELL #011723-JDC: Rogers made a motion to approve the purchase; seconded by Haynes.

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AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

O. EXECUTIVE SESSION:

i. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION FOR EDDIE JONES, ASPHALT PLANT SUPERVISOR, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307(B)(1):

ii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF TONI MARTIN, EXPO CENTER EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307(B)(1):

iii. TO PERFORM THE PERSONNEL PERFORMANCE EVALUATION OF LIZZIE STRAIN, HOUSEKEEPING EMPLOYEE, PURSUANT TO OKLAHOMA STATUTES, TITLE 25 § 307(B)(1): No action taken.

10. ROAD CROSSING PERMITS:

A. 25-017, H2 SERVICES, LLC TO INSTALL TEMPORARY FRESH WATE THROUGH EXISTING CULVERT, EMBRACED IN SECTION 16, TOWNSHIP 7N, RANGE 13 E – DISTRICT 3: Rogers made a motion to approve the road crossing permit; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

11. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Leo Baughman stated that the county can submit a letter to the state for the disaster requesting assistance. Baughman stated that the county has met the threshold required but the state has not met the threshold for federal assistance at this time. Baughman stated that the SBA will be in Pittsburg and Blanco tomorrow to visit the homes that have damages. Baughman also gave an update on the lake level. Baughman stated that the storm that came through Saturday had up to 73 mph winds and golf ball sized hail. Baughman stated that that a windmill test tower was damaged during the tornado and recorded 206 mph before it broke and that they now believe that there were 3 separate tornados not just one and gave an overview of the damages.

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

13. 10:00 A.M. – BID OPENINGS: None.

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

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2024-2025

Date Range: 05/27/2025 to 05/27/2025

PO	Warrant No.	Vendor Name	Purpose	Amount
Animal Shelter				
1316-1-8020-2005 / ANIMAL SHELTER MAINTENANCE & OPERATIONS				
010110	000595	NELSON WHOLESale SERVICE	DOG FOOD	\$ 1,228.30
010216	000596	CAMPBELL PET CO	KENNEL SUPPLIES	\$ 289.08
010284	000597	MWI VET SUPPLY	VET SUPPLIES	\$ 1,303.97
010315	000598	CENTER, EWELL	VET SERVICES	\$ 700.00
010316	000599	LUKER HEAT & AIR	FREEZER REPAIR	\$ 247.26
010357	000600	LOWES	LIGHT BULBS	\$ 314.10
Total:				\$ 4,082.71
Drug Court				
7206-1-1900-2005 / DIST 18 DRUG COURT M&O				
009649	000187	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 3,378.46
009940	000188	MILLER OFFICE EQUIPMENT	COPIER MAINTENANCE	\$ 88.10
010297	000189	CANON FINANCIAL SERVICES	LATE FEE	\$ 25.00
010298	000190	MCINTOSH CO. YOUTH & FAMILY RES	OFFICE RENTAL	\$ 175.00
Total:				\$ 3,666.56
Econ Dev Trust				
7603-4-0500-2005 / EDA EXPO M&o				
010260	000490	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 183.12
010281	000491	ACC BUSINESS	MONTHLY INTERNET SE	\$ 613.64
Total:				\$ 796.76
Emergency Mgmt				
1212-2-2700-2005 / CIVIL DEFENSE M&O				
010328	000287	WINEGARD COMPANY	INTERNET SERVICE	\$ 590.00
010329	000288	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 57.53
010330	000289	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 13.11
Total:				\$ 660.64
General				

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-0100-2005 / DISTRICT ATTORNEY M&O				
010157	004109	FIFTH QUARTER PRINTING AND EMBR	BROCHURES	\$ 151.00
			Total:	\$ 151.00
0001-1-0600-2005 / TREASURER M&O				
010263	004110	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 199.00
			Total:	\$ 199.00
0001-1-0800-2005 / COMMISSIONERS M&O				
009873	004111	OSU-CTP	REGISTRATION	\$ 65.00
010360	004112	MILLER OFFICE EQUIPMENT	COPY OVERAGE	\$ 11.15
			Total:	\$ 76.15
0001-1-1000-2005 / COUNTY CLERK M&O				
010205	004113	MIDWEST PRINTING	WARRANTS	\$ 592.33
010285	004114	MIDWEST PRINTING	MICROFILM STORAGE	\$ 606.50
010381	004115	PITNEY BOWES BANK INC RESERVE A	POSTAGE	\$ 1,000.00
			Total:	\$ 2,198.83
0001-1-1600-1310 / ASSESSOR TRAVEL				
010256	004116	WHINERY, SUMMIT D.	TRAVEL	\$ 467.56
			Total:	\$ 467.56
0001-1-1600-2005 / ASSESSOR M&O				
010264	004117	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 235.00
			Total:	\$ 235.00
0001-1-1700-2005 / REVAL. M&O				
010220	004118	T & W TIRE	TIRES ETC.	\$ 837.80
			Total:	\$ 837.80
0001-1-2100-2005 / EXCISE BOARD M&O				
009340	004119	MIDWEST PRINTING	BUDGET FORMS	\$ 442.34
			Total:	\$ 442.34
0001-1-2200-1310 / ELECTION BOARD TRAVEL				
010346	004120	HOLT, CHRISTY	TRAVEL	\$ 48.30
010347	004121	ARTEBERRY, PEGGY L.	TRAVEL	\$ 42.70
010348	004122	BENSON, PAUL	TRAVEL	\$ 31.36
			Total:	\$ 122.36

PO	Warrant No.	Vendor Name	Purpose	Amount
General				
0001-1-2200-2005 / ELECTION BOARD M&O				
010349	004123	VYVE BROADBAND	MONTHLY SERVICE	\$ 129.95
			Total:	\$ 129.95
0001-1-3300-2005 / MAINTENANCE M&O				
010322	004124	OKLAHOMA DEPARTMENT OF ENVIRO	PERMIT FEE	\$ 384.11
010324	004125	CITY OF MCALESTER	MONTHLY SERVICE	\$ 124.24
010356	004126	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE	\$ 93.86
010382	004127	PITNEY BOWES BANK INC RESERVE A	POSTAGE	\$ 959.04
			Total:	\$ 1,561.25
0001-2-2700-2005 / CIVIL DEFENSE M&O				
007654	004128	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 59.75
008700	004129	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 188.76
010325	004130	MCALESTER TAG AGENT	TAG & TITLE	\$ 41.50
010326	004131	MCALESTER TAG AGENT	TAG & TITLE	\$ 9.50
010327	004132	MCALESTER TAG AGENT	TAG & TITLE	\$ 51.23
			Total:	\$ 350.74
0001-2-2700-4110 / CIVIL DEFENSE CAPITAL OUTLAY				
007307	004133	JOE COOPER CHEVROLET	VEHICLE PURCHASE	\$ 60,300.00
			Total:	\$ 60,300.00
0001-4-0500-2005 / Expo M&O				
010238	004134	WAV 11	CONNECTOR	\$ 170.00
			Total:	\$ 170.00
0001-5-0900-2005 / OSU M&O				
009662	004135	SHOP 4-H/NATIONAL 4-H COUNCIL	4-H AWARDS	\$ 106.70
010294	004136	STUART FARM & RANCH SUPPLY	SPRAYER PARTS	\$ 245.50
010295	004137	ALERT 360	SECURITY MONITORING	\$ 34.55
			Total:	\$ 386.75
Health				
1216-3-5000-1110 / HEALTH DEPT. PS				
010231	000372	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES	\$ 56,570.33
			Total:	\$ 56,570.33

PO	Warrant No.	Vendor Name	Purpose	Amount
Health				
1216-3-5000-2005 / HEALTH DEPT. M&O				
008133	000373	PC CARE/CAPTC	REGISTRATION FEES	\$ 45.00
008717	000374	HOPE HOUSE	REGISTRATION FEES	\$ 140.00
008805	000375	PC CARE/CAPTC	REGISTRATION FEES	\$ 90.00
008970	000376	PC CARE/CAPTC	REGISTRATION FEES	\$ 90.00
009022	000377	PRO KILL INC.	LAWN CARE	\$ 325.00
009912	000378	WITTKOPF, SHELLY	CONTRACT SERVICES	\$ 1,003.00
009937	000379	C R MOWING	LAWN CARE	\$ 250.00
010020	000380	ADVANCED CARE MEDICAL EQUIPME	OXYGEN TANK ETC	\$ 160.00
010190	000381	WALMART COMMUNITY CARD	BATTERIES ETC	\$ 149.45
010258	000382	AMAZON CAPITAL SERVICES INC.	PROGRAM SUPPLIES	\$ 478.20
010282	000383	VIP VOICE SERVICES LLC	MONTHLY SERVICE	\$ 3,544.85
			Total:	\$ 6,275.50
Highway				
1102-6-4200-2005 / DIST. #2 M&O				
010369	002762	RANDYS FOODS	EMPLOYEE APPRECIATI	\$ 373.55
			Total:	\$ 373.55
1102-6-4300-2005 / DIST. #3 M&O				
010096	002763	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 147.94
010161	002764	RAM INC	FUEL	\$ 3,800.24
010175	002765	WALMART COMMUNITY CARD	GATORADE	\$ 71.88
010176	002766	BRUCKNER'S TRUCK & EQUIPMENT	U JOINTS ETC	\$ 196.51
010186	002767	WELDON PARTS INC.	AIR BAGS	\$ 51.48
010311	002768	MILLER OFFICE EQUIPMENT	COPIER PROGRAMMING	\$ 206.25
			Total:	\$ 4,474.30
1102-6-6520-2005 / CIRB-MV M&O				
010062	002769	PRICE, MICHAEL A	RED GRAVEL	\$ 900.00
			Total:	\$ 900.00
Hwy-ST				
1313-6-8040-2005 / HIGHWAY SALES TAX ASPHALT PLANT M&O				
010173	002527	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 14,156.80
010182	002528	ASPHALT & FUEL SUPPLY	ROAD OIL	\$ 27,479.20
			Total:	\$ 41,636.00

PO	Warrant No.	Vendor Name	Purpose	Amount
Hwy-ST				
1313-6-8041-2005 / HIGHWAY SALES TAX M&O DISTRICT #1				
009963	002529	DOLESE	1 1/2" CRUSHER RUN	\$ 2,997.81
009965	002530	STIGLER STONE	1 1/2" ODOT BASE TYPE	\$ 3,303.46
010210	002531	P & K EQUIPMENT	SERVICE PARTS	\$ 2,060.28
010213	002532	RAM INC	FUEL	\$ 2,195.43
010252	002533	GOODWIN, BRENNEN	SHOP SUPPLIES	\$ 1,152.60
010280	002534	P & K EQUIPMENT	POLE SAWS ETC	\$ 1,072.49
			Total:	\$ 12,782.07
1313-6-8041-4130 / HIGHWAY SALES TAX LEASE PAYMENT DISTRICT #1				
009985	002535	WELCH STATE BANK	LEASE PAYMENT	\$ 3,324.60
			Total:	\$ 3,324.60
1313-6-8043-2005 / HIGHWAY SALES TAX M&O DISTRICT #3				
005843	002536	JAMES SUPPLIES	WELDING SUPPLIES	\$ 74.59
005848	002537	FASTENAL COMPANY	NUTS & BOLTS	\$ 166.60
005852	002538	ADAMS TRUE VALUE	PARTS & SHOP SUPPLIE	\$ 240.00
009215	002539	UNIFIRST CORP.	UNIFORM MAINTENANCE	\$ 1,093.35
009308	002540	WARREN POWER & MACHINERY INC.	TRACS	\$ 3,671.86
009510	002541	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,699.51
009713	002542	P & K EQUIPMENT INC	RADIATOR	\$ 319.68
009904	002543	BRUCKNER'S TRUCK & EQUIPMENT	SHOCKS	\$ 426.96
009960	002544	B&B LOG AND LUMBER	LUMBER	\$ 524.80
009961	002545	FLEET PRIDE	BRAKE PARTS	\$ 213.54
009962	002546	DISCOUNT STEEL	CHANNEL IRON	\$ 325.00
009966	002547	KIAMICHI AUTOMOTIVE WAREHOUSE	BATTERIES ETC	\$ 357.97
009987	002548	DOLESE	1 1/2" CRUSHER RUN	\$ 6,018.14
010056	002549	FLEET PRIDE	WHEELS	\$ 525.98
010076	002550	OK TIRE	TIRES ETC.	\$ 1,673.90
010081	002551	DOWLESS SERVICE CO., LLC	FLAT REPAIR	\$ 250.00
010097	002552	YELLOW HOUSE MACHINE	GRADER BLADES	\$ 4,898.00
010098	002553	DOLESE	1 1/2" CRUSHER RUN	\$ 5,940.29
010197	002554	FLEET PRIDE	U JOINTS	\$ 223.98
010199	002555	WELDON PARTS INC.	TARP MOTOR	\$ 166.83
010214	002556	ALL PAWN & SURPLUS	PANELS	\$ 100.00
010259	002557	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 127.00
			Total:	\$ 29,037.98
Jail-ST				
1315-2-8034-2011 / JAIL INMATE MEDICAL				
010291	000799	RADIOLOGY ASSOCIATES OF EASTER	INMATE MEDICAL	\$ 35.00
			Total:	\$ 35.00

PO	Warrant No.	Vendor Name	Purpose	Amount
JUVENILE MENTAL HEALTH				
7212-1-1900-4110 / JUVENILE MENTAL HEALTH COURT CAP. OUTLAY				
009650	000004	STAPLES ADVANTAGE	LAPTOP	\$ 499.99
		Total:		\$ 499.99
Mental Health				
7207-1-1900-2005 / MENTAL HEALTH COURT M&O				
009643	000072	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 3,390.66
		Total:		\$ 3,390.66
Misdemeanor Drug Recovery Fund				
7211-1-1900-2005 / MISDEMEANOR DIVERSION COURT M&O				
009644	000004	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE	\$ 549.07
		Total:		\$ 549.07
Rural Fire-ST				
1321-2-8205-2005 / BLANCO FIRE DEPARTMENTM&O				
010276	001099	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 202.53
		Total:		\$ 202.53
1321-2-8205-4130 / BLANCO FIRE DEPARTMENT LEASEPAYMENT				
010300	001100	LOCAL BANK	LEASE PAYMENT	\$ 864.59
		Total:		\$ 864.59
1321-2-8206-2005 / BLUE FIRE DEPARTMENT M&O				
010372	001101	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 120.00
010373	001102	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 73.75
		Total:		\$ 193.75
1321-2-8207-4130 / CANADIAN FIRE LEASE PAYMENT				
010301	001103	RCB BANK	LEASE PAYMENT	\$ 2,675.35
		Total:		\$ 2,675.35
1321-2-8208-2005 / CANADIAN SHORES FD M&O				
010340	001104	THE BURROWS AGENCY	INSURANCE	\$ 2,701.00
010341	001105	OKLATEL COMMUNICATIONS INC	MONTHLY SERVICE	\$ 47.98
010342	001106	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 209.73

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8208-2005 / CANADIAN SHORES FD M&O				
			Total:	\$ 2,958.71
1321-2-8210-4130 / CROWDER FIRE DEPT LEASE PAYMENT				
010302	001107	WELCH STATE BANK	LEASE PAYMENT	\$ 3,092.21
			Total:	\$ 3,092.21
1321-2-8212-2005 / FIRE FIGHTERS ASSOC M&O				
002385	001108	MUSKOGEE COMMUNICATIONS	REPEATER REPAIR	\$ 899.00
			Total:	\$ 899.00
1321-2-8214-2005 / HIGH HILL FIRE DEPT M&O				
009735	001109	US CELLULAR	PHONE CASE	\$ 459.92
010375	001110	REPUBLIC SERVICES #375	MONTHLY SERVICE	\$ 226.62
010377	001111	US CELLULAR	MONTHLY SERVICE	\$ 842.06
			Total:	\$ 1,528.60
1321-2-8214-4110 / HIGH HILL FIRE DEPT CAP OUTLAY				
009734	001112	US CELLULAR	PHONES	\$ 3,996.00
			Total:	\$ 3,996.00
1321-2-8215-2005 / HAILEYVILLE FIRE DEPT M&O				
010334	001113	AT&T	MONTHLY SERVICE	\$ 468.59
			Total:	\$ 468.59
1321-2-8215-4130 / HAILEYVILLE FIRE DEPT LEASE PAYMENT				
010303	001114	WELCH STATE BANK	LEASE PAYMENT	\$ 4,553.24
			Total:	\$ 4,553.24
1321-2-8216-2005 / HAYWOOD/ARPELAR FD M&O				
010370	001115	KIAMICHI ELECTRIC COOPERATIVE	MONTHLY SERVICE	\$ 144.63
010371	001116	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 114.22
			Total:	\$ 258.85
1321-2-8216-4130 / HAYWOOD/ARPELAR FD LEASE PAYMENT				
010304	001117	RCB BANK	LEASE PAYMENT	\$ 1,326.39
010305	001118	RCB BANK	LEASE PAYMENT	\$ 1,331.15
			Total:	\$ 2,657.54

PO	Warrant No.	Vendor Name	Purpose	Amount
Rural Fire-ST				
1321-2-8220-2005 / KREBS FIRE DEPARTMENT M&O				
008531	001119	CASCO INDUSTRIES	DRIP TORCH ETC.	\$ 2,039.50
			Total:	\$ 2,039.50
1321-2-8223-4130 / QUINTON FIRE DEPT LEASE PAYMENT				
010306	001120	BANK OF GRAND LAKE	LEASE PAYMENT	\$ 4,537.01
			Total:	\$ 4,537.01
1321-2-8227-2005 / SHADY GROVE FIRE DEPT M&O				
009725	001121	SERVICE OKLAHOMA	TITLE CHANGE	\$ 41.60
010308	001122	TOLIVER CHEVROLET	TRUCK REPAIRS	\$ 559.25
			Total:	\$ 600.85
1321-2-8227-4130 / SHADY GROVE VFD LEASE PAYMENT				
010307	001123	WELCH STATE BANK	LEASE PAYMENT	\$ 2,390.24
			Total:	\$ 2,390.24
SH Commissary				
1223-2-0400-2005 / SHERIFF COMMISSARY M&O				
010061	000231	BEN E. KEITH OKLAHOMA	INHOUSE COMMISSARY	\$ 545.67
010086	000232	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 2,533.85
010237	000233	COMMISSARY EXPRESS	KIOSK FEES	\$ 74.75
010246	000234	BEN E. KEITH OKLAHOMA	INHOUSE COMMISSARY	\$ 875.32
			Total:	\$ 4,029.59
SH Svc Fee				
1226-2-0400-2012 / FEEDING PRISONERS				
010087	001814	BEN E. KEITH OKLAHOMA	INMATE GROCERIES	\$ 7,003.97
			Total:	\$ 7,003.97
1226-2-3400-2005 / JAIL M&O				
008205	001815	DEFENSE TECHNOLOGY	AMMUNITION	\$ 294.83
009025	001816	LOWES	FLOOR JACK	\$ 341.88
009513	001817	O REILLY AUTO PARTS	AUTO PARTS	\$ 170.35
009805	001818	JAMESCO ENTERPRISES LLC	JAIL JANITORIAL SUPPLI	\$ 1,803.18
010228	001819	H20 DEPOT	WATER & COOLER RENT	\$ 215.15
010230	001820	BEMAC SUPPLY	JAIL MAINTENANCE SUP	\$ 226.21
010267	001821	U.S. FLEET TRACKING	TRACKING FEES	\$ 432.85
010269	001822	BARLOW BUILT PERFORMANCE	WATER PUMP ETC	\$ 570.00

SH Svc Fee

1226-2-3400-2005 / JAIL M&O

010271	001823	U LINE	TOTES	
010286	001824	CENTRAL RESTAURANT PRODUCTS	JAIL KITCHEN SUPPLIES	\$ 102.14
010335	001825	AT&T MOBILITY	MONTHLY SERVICE	\$ 196.39
010336	001826	AXON ENTERPRISE INC	BODY CAMERAS	\$ 1,081.08
010337	001827	JAMESCO ENTERPRISES LLC	JANITORIAL SUPPLIES	\$ 1,799.78
010338	001828	MCALESTER AUTO GLASS	WINDSHIELD REPLACEMENT	\$ 2,405.80
010339	001829	AT&T MOBILITY	MONTHLY SERVICE	\$ 1,175.00
010355	001830	O REILLY AUTO PARTS	MAINTENANCE SUPPLIES	\$ 1,766.35
Total:				\$ 64.73
Total:				\$ 12,645.72

1226-2-3400-2011 / JAIL INMATE MEDICAL

010272	001831	RADIOLOGY ASSOCIATES OF EASTER	INMATE MEDICAL	\$ 320.00
010292	001832	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 341.00
010293	001833	MCALESTER REGIONAL HEALTH CEN	INMATE MEDICAL	\$ 6,530.40
Total:				\$ 7,191.40

1226-2-3400-2030 / INMATE PHONE

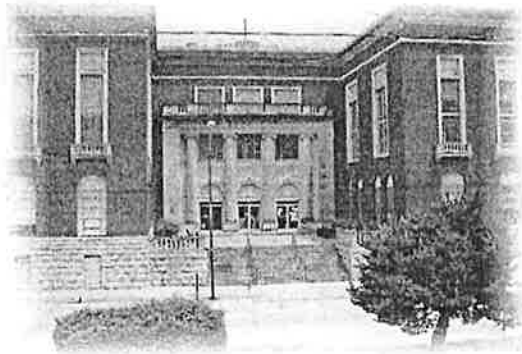
010236	001834	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE	\$ 166.00
Total:				\$ 166.00

Grand Total: \$ 301,637.69

PITTSBURG COUNTY CLERK'S OFFICE

DEPUTIES

BOBBI HARTSFIELD
MONICA SENNETT
VIRGINIA O'DELL
GLADYS BLANSETT



DEPUTIES

MIRANDA BEDFORD
LAUREN GUTHRIE
SYDNEY TARRON
JEREMY KENNEDY
BLAKE WILLIAMSON

HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY COURTHOUSE, ROOM 103
P.O. BOX 3304
MCALESTER, OK 74502
OFFICE 918-423-6865 FAX 918-423-7304

Notice of Scrivener's Error

May 27, 2025

The May 19, 2025 Commissioner's Agenda contained a scrivener's error on item 9Z. The item should have read as following.

9Z. Discussion, Consideration and Possible Action to Approve Interlocal Agreement between Pittsburg County District 2 and Ethan Thomason.

INTERLOCAL AGREEMENT

BETWEEN

PITTSBURG COUNTY DISTRICT #2 AND X Ethan Thomason

WHEREAS, Pittsburg County District #2 and X Ethan Thomason wish to enter into the following agreement.

X Ethan Thomason has agreed to allow Highway District #2 to access his property for the purpose of Drainage & tree clean up

In return, Highway District #2 agrees to repair any damages caused to X Ethan Thomason property.

This agreement may be terminated by either party by written notice.

Dated: 5/19/2025

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

[Signature]

CHAIRMAN

[Signature]

VICE-CHAIRMAN

[Signature]

MEMBER

[Signature]

LANDOWNER

ATTEST:



[Signature]
COUNTY CLERK



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "lease") made this day of 1 June, 2025 by and between **First Realty, Inc.**, as LANDLORD, and **Pittsburg County Election Board**, as TENANT.

WITNESSETH:

The said LANDLORD does hereby lease to TENANT and TENANT does hereby lease from LANDLORD THE FOLLOWING DESCRIBED PREMISES:

ADDRESS: **1609 N. Strong Blvd, Suite 200, McAlester, Ok 74501**

Together with all appurtenances thereto (the "Premises") and with easements of ingress and egress necessary and adequate for the conduct of TENANT'S business as hereinafter described, for the term of **Twelve (12) months**, running from and including terms of the lease be for one year, **June 1, 2025 through May 31, 2026** with the option of two additional terms, not to exceed one year each for use in TENANTS regular business.

AMOUNT OF RENTAL

Tenant covenants to pay to LANDLORD at 602 S. 2nd Street, / **P.O. Box 400, McAlester, OK 74502** as rent for said premises, the sum of **(\$1700.00)**, per month. To include the months of June 2025 to May 31, 2028. TENANT agrees to pay a "late charge" equal to ten percent (10%) of the monthly rent if rent is unpaid more than ten (10) days after due date.

MAINTENANCE AND REPAIR OF PREMISES

1. TENANT shall maintain and keep the interior of the premises in good repair, and shall return the same at the expiration or termination of this lease in as good condition as received by TENANT, ordinary wear and tear, damage or destruction by fire, flood, storm, accepted. Tenant to replace HVAC Filters every 6 months.

RENTAL DEPOSIT

2. TENANT will pay a rental deposit in the amount of (\$500.00) (paid by Check # _____ to the LANDLORD before the term of the lease begins or before the TENANTS occupancy begins whichever is earlier. Deposit to be returned upon inspection of the building if it is clean and orderly.

UTILITIES

3. TENANT is liable for all utilities.

TENANTS ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF

4. TENANT may at its own expense, either at the commencement of or during the term of this lease, make such alterations in and/or additions to the leased premises without prejudice to the generality of the forgoing as may be necessary to fit the same for its business, upon first obtaining the written approval of LANDLORD as to the materials to be used and the manner of making such alterations and/or additions (LANDLORD covenants not to unreasonably withhold approval of alterations and /or additions proposed to be made by TENANT) TENANT may also at its own expense, install such counters, racks, shelving fixtures, fittings machinery, workout machines and equipment upon or within the leased premises as TENANT may consider to the conduct of its business. At any time prior to the expiration or termination of this lease. TENANT may remove any or all such alterations' additions or installations in such a manner as will not substantially injure the leased premises. In the event TENANT shall elect to make any such removal, TENANT shall restore the premises or portion or portions affected by such removal, to the same conditions as existed prior to the making of such alterations, additions or installations; ordinary wear and tear, damage or destruction by fire, storm civil commotion expected. All alterations, additions or installations not so removed by TENANT shall become the property LANDLORD without liability on LANDLORD'S part to pay for the same.

MAINTENANCE AND CLEANING OF LEASED PREMISES

5. TENANT shall, without expenses to LANDLORD, arrange for the maintenance of the leased premises. Tenant shall return property to Landlord at the end of Lease with all light fixtures and bulbs in working order. Landlord shall be responsible for repair of any collapsed or unserviceable sewer lines and Tenant shall be responsible for clogged sink drains and toilets. Landlord shall be responsible for the maintenance and or replacement of the HVAC system Tenant shall replace filters as necessary.

6.

OBSERVANCE OF LAWS

LANDLORD AND TENANT shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises.

TERMINATION BY DEFAULT

7. In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this Lease, including TENANTS covenant to pay rent, and such failure shall continue un-remedied or uncorrected for a period of fifteen (15) days after the service of written notice upon such party by the other party hereto, specifying such failure, this Lease may be terminated at the option of the party serving such notice, at the expiration of such period of fifteen (15) days. PROVIDED, however that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.

ASSIGNMENT

8. This Lease may not be assigned, or the premise sublet, without prior written approval from LANDLORD to any subsidiary or any other entity with Tenant only with LANDLORDS permission.

TENANT'S LIABILITY INSURANCE AND INDEMNITY

TENANT agrees to carry premises insurance covering the premises and the business conducted therein, which insurance shall be in the amount of not less than \$100,000 each person and \$300,000 each accident for bodily injury and \$30,000 each occurrence for property damage. Such policies shall be for the benefit of LANDLORD and TENANT as their interests may appear. TENANT further agrees to indemnify LANDLORD from any and all damages to the contents of any portion of the building herein leased, during the term granted and from any action or claim by any person arising from the maintenance, operation, or use by TENANT of the premises, or any conditions existing on said premises under the control of TENANT OR WHICH CONDITION IS THE RESPONSIBILITY OF tenant. In any suit or action for damages arising from alleged negligence of TENANT in which LANDLORD is included as a defendant. TENANT will assume all the burdens, costs, and expenses of the defense, thereof, including attorney's fees, and the costs of settlement or judgement obtained against LANDLORD by reason thereof. Furthermore, Tenant agrees to provide proof of liability limits equal to \$1 Million or no less than \$100,000, and name First Realty as additional insured.

LANDLORDS RIGHT TO ENTER PREMISES

9. TENANT shall permit LANDLORD to enter at any reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation of thereof, or for any other reasonable purposes. LANDLORD agrees that LANDLORD will not enter the premises to show premises to prospective tenants or buyers without prior written consent from TENANT.

FINANCING

10. LANDLORD shall not subordinate this Lease to the lien of any mortgage or mortgages hereinafter placed upon LANDLORD'S interest in said premises and upon the land or premises of which the leased premises are a part. Notwithstanding the foregoing to the contrary and furnishes non-disturbance agreement which is satisfactory to TENANT, in TENANT'S sole discretion.

OPERATIONS

11. TENANT agrees to conduct its business, the cultivation of plants, at all times in good faith, in a high grade and reputable manner. TENANT shall not obstruct the sidewalks or common areas or use the same for business or display purposes, nor abuse walls, ceilings, partitions, floors, wood, stone, iron

works; nor use plumbing for any purpose other than that for which constructed; nor place or permit any radio or television antenna, loud speaker or sound amplifier, or similar device at any place where the same may be seen or heard outside of TENANT'S leased area.

LEIN ON TENANT'S PROPERTY

12. All property of TENANT which may be at any time during the time of this lease in or upon the said demised premises, whether exempt from execution or not, shall be bound and subject to a lien for the payment of any delinquent rent herein reserved and for any damages arising from any breach by TENANT or any of the covenants or agreements of this lease to be performed. In case substantial default is made in the payment of any installments of the rents reserved herein, or any part or parts thereof, or any part or parts thereof. When the same becomes due, and if such substantial default continues for a period of ten (10) days after written notice by LANDLORD to TENANT that is in default, the LANDLORD, its successors or assigns, may take possession of said property or any part or parts thereof, and sell or cause the same to be sold at public or private, sale, with or without notice, to the highest bidder for cash, and apply the proceeds of said sale toward the cost thereof and then toward the debt and /or damages as aforesaid, the remainder, if any, to be returned TENANT. In case of a bona fide dispute between LANDLORD and TENANT as to the existence of any such default, the powers conferred upon LANDLORD by this sub-paragraph shall not to be exercised except pursuant to or following an order or decree of a court of competent jurisdiction.

LICENSING DISCLOSURE

13. LANDLORD is a licensed Realtor in the State of Oklahoma, Landlord has the right to sell this property Buyer would have to honor tenants lease, although that is not the intent Landlord does have that right.

MODIFICATIONS TO LEASED PROPERTY

AND IT IS MUTULLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESSETH WHEREOF, the parties hereto have executed this Lease the day and year first above written, and in so doing, do represent to have such authority as may be required in order to obligate said TENANT in this LEASE.

If there is a conflict between any provision of this Lease and the applicable legislation of the State of Oklahoma (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

TENANT'S LIABILITY INSURANCE AND INDEMNITY

TENANT agrees to carry premises insurance covering the premises and the business conducted therein, which insurance shall be in the amount of not less than \$100,000 each person and \$300,000 each accident for bodily injury and \$30,000 each occurrence for property damage. Such policies shall be for the benefit of LANDLORD and TENANT as their interests may appear. TENANT further agrees to indemnify LANDLORD from any and all damages to the contents of any portion of the building herein

leased, during the term granted and from any action or claim by any person arising from the maintenance, operation, or use by TENANT of the premises, or any conditions existing on said premises under the control of TENANT OR WHICH CONDITION IS THE RESPONSIBILITY OF tenant. In any suit or action for damages arising from alleged negligence of TENANT in which LANDLORD is included as a defendant. TENANT will assume all the burdens, costs, and expenses of the defense, thereof, including attorney's fees, and the costs of settlement or judgement obtained against LANDLORD by reason thereof. Furthermore, Tenant agrees to provide proof of liability limits equal to \$1 Million or no less than \$100,000, and name First Realty Better Homes and Gardens, Inc. as additional insured.

You may pay online each month at www.first-realty.net

LESSOR/LANDLORD:

LESSEE/TENANT:

Attest:

Hope Trammell



RESOLUTION

NO. 25-297

The Board of County Commissioners, Pittsburg County, Met in regular session
Tuesday, May 27TH, 2025.

WHEREAS, the **SHERIFF'S DEPARTMENT** wishes to cancel the following Purchase
Order

9705 to WAV 11 dated May 1ST, 2025 in the amount of \$300.00 for Annual
Software License Fee.

WHEREAS, the service was canceled by the sheriff's office, therefore it is no longer
needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 9705 for FY 2024-2025.

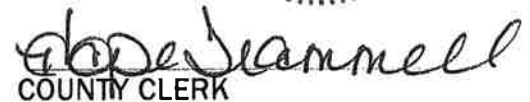

CHAIRMAN

MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION

NO. 25-298


The Board of County Commissioners, Pittsburg County, Met in regular session
Tuesday, May 27TH, 2025.

WHEREAS, the **ASSESSOR'S OFFICE** wishes to cancel the following Purchase Order


9677 to Bank of America dated May 1ST, 2025 in the amount of \$387.00 for
Lodging.

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

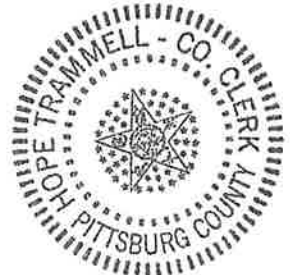
THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel
Purchase Order 9677 for FY 2024-2025.


CHAIRMAN

MEMBER


MEMBER

ATTEST:




COUNTY CLERK

RESOLUTION
25-299

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, May 27, 2025.

WHEREAS, Pittsburg County District 1, issued the following purchase order(s):

10008, issued on May 8, 2025 to Premier Truck Group in the amount of \$996.88 for Switch Assembly.

WHEREAS, the above-mentioned Purchase Order(s) 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(s) 10008 for FY 2024-2025.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



VICE-CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
25-300

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 27, 2025.

WHEREAS, Pittsburg County District 1 has been issued a check from Armstrong Bank in the amount of \$130.03 for the over payment on loan #8400001379. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8041-4130	130.03

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

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$130.03 from Armstrong Bank for the over payment on loan #8400001379.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



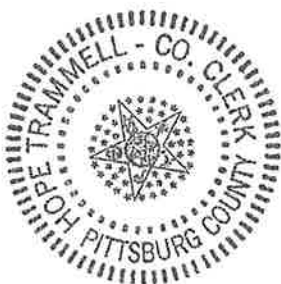
VICE-CHAIRMAN



MEMBER



COUNTY CLERK





REMITTER: ARMSTRONG BANK PAYOFF OVERAGE
8400001379

DATE 5/20/25

VOID AFTER 90 DAYS

PAY TO THE ORDER OF

PITTSBURG COUNTY DIST #1

EXACTLY \$130.03 AND 03/100 DOLLARS

\$130.03

AUTHORIZED SIGNATURE

Quanda Galt


DISBURSEMENT

00000017128

017478

ENDORSE HERE

DO NOT WRITE, STAMP, OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

 **Security Features:**
Micro Print Border
Security Screen
VOID Panograph

Results of document alteration:
• When photocopied, appears as illegible type
• Absence of "Original Document" verbiage on back of check
• The word "VOID" appears when copied or scanned

The security features listed below, as well as those not listed, exceed industry guidelines.

FEDERAL RESERVE BOARD OF GOVERNORS REG.CC

RESOLUTION
25-301

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, May 27, 2025.

WHEREAS, Pittsburg County District 3 has been issued a check from the Association of County Commissioners of Oklahoma Self Insured Group for an insurance claim to replace District 3 Stolen Supplies/Equipment. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT
Highway Sales Tax	1313-6-8043-2005	\$1984.04

WHEREAS, Pittsburg County District 3 requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$1984.04 from The Association of County Commissioners of Oklahoma Self Insured Group.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN

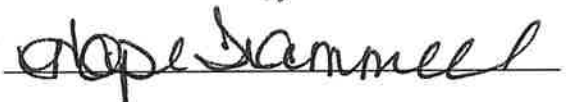


VICE-CHAIRMAN

MEMBER



COUNTY CLERK





SELF INSURED GROUP
429 N.E. 50th STREET
OKLAHOMA CITY, OK 73105
(405) 962-1920
TOLL FREE 1 (877) 962-1920

BANCFIRST
P.O. BOX 26788
OKLAHOMA CITY, OK 73126
39-363-1030
VOID AFTER 90 DAYS

G040093

PAY One Thousand Nine Hundred Eighty-Four and 04/100 Dollars*****

**TO THE
ORDER OF**

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

DATE
5/19/2025

AMOUNT
\$1,984.04

Dwight L. Birdsong

AUTHORIZED SIGNATURE

11004009311

ASSOCIATION OF COUNTY COMMISSIONERS OF OKLAHOMA / SELF INSURED GROUP

G 040093

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
All Risks Contents All Other Per	5/16/2025	5/16/2025		\$0.00	\$1,984.04

Claim Number: GCPROP077528 Payee: Pittsburg County
Total Check Amt: \$1,984.04 Event Date: 1/2/2025 Department: 0061 Pittsburg County
Check Memo: 16-May-2025 8:37:09 AM (Jim Dougherty) For theft of D#2 welding supplies from 01/02/2025

HOPE TRAMMELL
PITTSBURG COUNTY
COMMISSIONERS
MCALESTER OK 74501

JAMES SUPPLIES

Fund: Hwy-ST
Warrant Number: 002007
Warrant Date: 03/24/2025
Warrant Amount: \$ 1,984.04

Invoice or Account Information
Department: Highway District #3 Purpose: WELDING SUPPLIES
Invoices Number(s): 07649127, 07648872
CUST #12147

Retain this stub for your records

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

Office of Hope Trammell
County Clerk
Fund: Hwy-ST

Account: 1313-6-0043-2005
Claim: 007836

Warrant Registered: MAR 25 2025

Funds are available to pay same.
JENNIFER LENOX-HACKLER, County
Treasurer

By Deputy

Payable Through THE BANK N A

County of PITTSBURG
State of Oklahoma
Series: 2024-2025

PAY TO:
JAMES SUPPLIES
P.O. BOX 360
PAULS VALLEY, OK 73075

Payment No.
Warrant Number: 002007
Warrant Date: 03/24/2025
Warrant Amount: \$ 1,984.04
Interest \$
Total \$

PAY EXACTLY One Thousand Nine Hundred Eighty Four Dollars And Four Cents

ATTEST: I truly certify that the purpose stated is, in summary,
as disclosed on the face of the Claim and that the amount
thereof is within the sum available therefore. (SEAL) Out of the
Fund with interest from registration at % to legal maturity.

By Order of the Board of County Commissioners:

Hope Trammell
County Clerk
HOPE TRAMMELL

250 200 71

ORIGINAL INVOICE

JAMESSUPPLIES

Welding Supplies • Industrial Gases • Medical Gases

JAMES SUPPLIES LLC
1319 S. GEORGE HIGH
MCALISTER OK 74501
(918) 423-8191
FAX: (918) 423-8662

SOLD TO
PITTSBURG COUNTY DISTRICT 3
ATTN: NEAL JOHNSON
1906 N 15TH STREET
MCALISTER OK 74501

PLEASE INCLUDE THESE NUMBERS WITH
YOUR PAYMENT TO INSURE PROPER CREDIT

03/10/25 12147 07648872

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO

JAMES SUPPLIES LLC
P O BOX 360
PAULS VALLEY OK 73075
(405) 238-6421 FAX: (405) 238-3659

SHIP TO
PITTSBURG COUNTY DIST 3
MCALISTER OK 74501

ORDER NUMBER	CUSTOMER P/O NUMBER	LOC	SLS #	TEAR #	SHIP VIA	TERMS	INITIALS	PAGE	
04516577-00	SEE BELOW 7036	008	008	000	PICKUP	NET 30	BJS	1	
SHIPPING ORDER NUMBER	DATE	ITEM	QTY REQD	QTY SUP	CYINDER REQD	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
		** Location:	8 **			Hardgood P/O:5843			
45165770305		STVST4001	1	0		STINGER ELECTRODE HOLDER UNINSULATED	EA	98.59	98.59 N
45165770305		WEMLPG500	1	0		CLAMP, GROUND 500 AMP CURVED JAW COPPER	EA	68.11	68.11 N
45165770305		ANCRH-30	1	0		900-RH-30 ROUND SOAPSTONE HOLDER, 5", W/ SOAPSTONE	EA	5.71	5.71 N
45165770305		ANCF1-5PCS	6	0		SOAPSTONE FLAT PIECE	EA	0.40	2.40 N
45165770305		ANCSH-10	1	0		900-SH-10 STANDARD SOAPSTONE HOLDER, FLAT, 5", W/ SOAPSTONE	EA	4.85	4.85 N
45165770305		ANCRD-5PCS	7	0		SOAPSTONE ROUND PIECE	EA	0.44	3.08 N
45165770305		DEWDWE43115N	1	0		4-1/2" - 5" 13 AMP, 11K, TRIGGER SWITCH ANGLE GRINDER	EA	217.86	217.86 N
45165770305		SAI20163	10	0		DS 4-1/2 X 1/4 X 5/8-11A24R WHEEL W/ SUPER LOCK HUB	EA	6.30	63.00 N
45165770305		EMP500M24	1	0		272-500M.24.500 SERIES MAGNETIC I-BEAM LEVEL, 24", 3 VIALS	EA	36.70	36.70 N
45165770305		WEMWM4501	2	0		SPARK LIGHTER THREE FLINT	EA	5.20	10.40 N
45165770305		WEMWM5012X	1	0		RENEWALS, THREE FLINT (4/CARD)	EA	3.67	3.67 N
45165770305		JAC14979	1	0		HSL-1 - PASSIVE WELDING HELMET	EA	60.83	60.83 N
45165770305		REV320XL	1	0		FIXED FRONT 2" X 4.25" SHADE 10 X-LRG. BLUE/GRAY SIDE SPLIT COWHIDE WELDING GLOVE	PR	17.90	17.90 N
45165770305		WYEPSTANDARD	1	0		326-STANDARD-IMP TIP CLEANER SET, JAMES SUPPLIES IMPRINT	EA	3.45	3.45 N
45165770305		WYEPKING	1	0		326-KING-IMP TIP CLEANERSET, KING, JAMES SUPPLIES IMPRINT	EA	4.45	4.45 N
45165770305		WENWM14481	2	0		SAFETY GLASSES BLACK/BLUE MIRROR LENS, WELDMARK BY JACKSON	EA	8.00	16.00 N
45165770305		WENWM25692	1	0		SAFETY GLASSES, BLACK/IRUV SHADE 3 LENS, WELDMARK BY JACKSON	EA	12.40	12.40 N
45165770305		LEN07020	4	0		L-1020 LUG, WELDING CABLE 1/0 THRU 2/0	EA	3.56	14.24 N
TAXABLE AMOUNT							AMOUNT THIS INVOICE INCLUDING TAX		CONTINUED

PLEASE INCLUDE THESE NUMBERS WITH
YOUR PAYMENT TO INSURE PROPER CREDIT

Welding Supplies • Industrial Gases • Medical Gases

03/10/25	12147	07648872
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PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO

JAMES SUPPLIES LLC
P O BOX 360
PAULS VALLEY OK 73075
(405) 238-6421 FAX: (405) 238-3659

SH PITTSBURG COUNTY DIST 3
MCALISTER OK 74501

ORDER NUMBER		CUSTOMER P/O NUMBER		LOC	SLS #	TERMS	SHIP VIA	TERMS	INITIALS	PAGE
04516577-00		SEE BELOW		008	008	000	PICKUP	NET 30	BJS	2
SHIPPING ORDER NUMBER	DATE	ITEM	QTY SHIPPED	QTY B/O	UNIT PRICE	DESCRIPTION	UOM	UNIT PRICE	AMOUNT	
45165770305		VIC0330-0012	3	0		Hardwood P/O:5843 0-1-101 CUTTING TIP ACET. 1/2" METAL THICKNESS	EA	24.45	73.35 N	
45165770305		ANC387	1	0		102-387 4 X 16 CARBON STEEL SHOE HANDLE BRUSH	EA	3.27	3.27 N	
45165770305		NOR66253370022	4	0		4 X .020 X 5/8-11 BLUEFIRE CS SB TWIST KNOT WIRE WHEEL BRUS	EA	10.32	41.28 N	
Subtotal									761.54	
Cash/Dep Received									0.00	
TAX CD: MCALESTER000000 TAX DESCRP: MCALESTER EXMPT CD: 20 EXMPT/CERT: FEI 736006407										
TAXABLE AMOUNT									0.00	
							AMOUNT THIS INVOICE INCLUDING TAX		761.54	

ORIGINAL INVOICE

JAMESSUPPLIES

Welding Supplies • Industrial Gases • Medical Gases

JAMES SUPPLIES LLC
1319 S. GEORGE HIGH
MCALISTER OK 74501
(918) 423-8191
FAX: (918) 423-8662

SOLD TO
PITTSBURG COUNTY DISTRICT 3
ATTN: NEAL JOHNSON
1906 N 15TH STREET
MCALISTER OK 74501

03/13/25	12147	07649127
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PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO

JAMES SUPPLIES LLC
P O BOX 360
PAULS VALLEY OK 73075
(405) 238-6421 FAX: (405) 238-3659

SHIP TO
PITTSBURG COUNTY DIST 3
MCALISTER OK 74501

ORDER NUMBER	CUSTOMER P/O NUMBER	LOC	SLS #	TERR	SHIP VIA	TERMS	INITIALS	PAGE	
04516577-01	SEE BELOW	008	008	000	PICKUP	NET 30	BJS	1	
SHIPPING ORDER NUMBER	DATE	ITEM	QTY SHIP'S	QTY SQ	CYLINE# SHIP W/O	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
		** Location:	8 **			Hardgood P/O:5843			
45165770310		DIR1/0 ORANGE	250	0		1/0 WELDING CABLE FLEXIBLE ORANGE	FEET	4.23	1057.50 N
45165770310		ORAZRWX6000	1	0		3.94" X 3.28" AUTO-DARKENING WELDING HELMET W/BLUE LENS TECHN	EA	165.00	165.00 N
						Subtotal			1222.50
						Cash/Dep Received			0.00
TAX CD: MCALISTER000000 TAX DESCRP: MCALISTER EXMPT CD: 20 EXMPT/CERT: FEI 736006407									

RESOLUTION
25-302

The Board of County Commissioners, Pittsburg County met in regular session on Monday May 27, 2025.

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

Donna Kingsolver - \$150.00

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

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

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



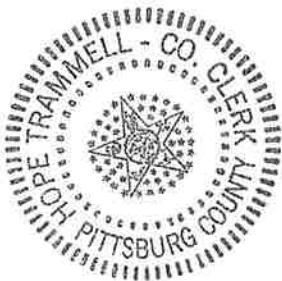
VICE-CHAIRMAN



MEMBER



COUNTY CLERK



DESCRIPTION	Amount
Check # 1458	
Donna Kingsolver	
2040 Krebs Lake Rd	
McAlester, OK 74501	

S. A. & I. No. 210 (1986)

RECEIPT

No:28376

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY

STATE OF OKLAHOMA

McALESTER, OKLAHOMA 5-22, 25

Received of Donna Kingsolver \$ 150⁰⁰
one hundred & fifty dollars Dollars

Purpose Donation
Chairman, BOCC By LS
Officer Deputy

DONNA J. KINGSOLVER

81-87/829

1458

PH. 816-844-1099

2040 KREBS LAKE RD.

MCALISTER, OK 74501

DATE 5-18-2025



PAY TO Partners for Animal Welfare Society \$ 150⁰⁰
THE ORDER OF
One hundred fifty dollars and 00 100 DOLLARS

Heat
Reactive
Ink

ARVEST

BANK arvest.com
MEMO Donation

Donna J. Kingsolver MP

⑆082900872⑆ 1458 0023375903⑆

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

**DETENTION SERVICES AGREEMENT BY AND BETWEEN
ROCMND AREA YOUTH SERVICES, INC. AND THE BOARD
OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY, OKLAHOMA**

This Agreement made this 1st day of July 2025 between ROCMND Area Youth Services, Inc., hereinafter referred to as "Youth Services" and Board of County Commissioners of PITTSBURG County, Oklahoma, hereinafter referred to as PITTSBURG.

WHEREAS, the Oklahoma State Legislature has mandated in 10A O.S. § 2-3-103 that the Board of County Commissioners of every county shall provide for temporary detention services and facilities in accordance with provision of the State Plan for the Establishment of Juvenile Detention Services; and

WHEREAS, PURSUANT TO 10A O.S. § 2-3-103 c; the Craig County Detention Center is and shall continue to be during the term of this agreement certified and licensed by the Office of Juvenile Affairs. The ROCMND Area Youth Services, Inc. is, and shall continue to be during the term of this agreement, in compliance with the standards for certification promulgated by the Board of Juvenile Affairs. ROCMND Area Youth Services, Inc. will notify PITTSBURG County in writing immediately should the certification and licensure status be changed for any reason; and

WHEREAS, after January 1, 1998, no child may be detained in any jail, adult lockup or other adult detention facility except as provided in 10A O.S. § 2-3-101; and

Whereas, the Board of County Commissioners shall have authority pursuant to 10A O.S. § 2-3-103 to enter a contract with and to pay a public agency, private agency, or the Board of County Commissioners of another county for detention services in a detention facility and for alternatives to secure detention, and

WHEREAS, the Board of ROCMND Area Youth Services, Inc. has contracted with the Board of County Commissioners of Craig County to operate the Craig County Regional Detention Center, Vinita, Oklahoma and ROCMND Area Youth Services is willing to contract with other counties to provide detention services in said facility; and

Whereas, PITTSBURG County desires to contract with ROCMND Area Youth Services for the purpose of detaining juveniles at the Craig County Regional Juvenile Detention Center, Vinita, Oklahoma.

IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM:** This agreement shall be in effect until JUNE 30, 2026 provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or before July 1st of each fiscal years, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate at any time by giving the other party thirty (30) days written notice.
2. **SERVICES:** The parties hereby agree that ROCMND Area Youth Services shall provide and make available to PITTSBURG County the detention services and facilities of the Craig County Regional Detention Center on a space available basis as determined by Youth Services.
3. **REFERRAL AND ADMISSIONS:** It shall be the responsibility of PITTSBURG County authorities to initiate and obtain the detention authorization of said juvenile. Admissions shall be allowed upon oral order of the District Court provided a written order is entered and forwarded within twenty-four (24) hours or the next judicial day. Said order should include authorization for necessary medical care for the child.

All children referred to Craig County Regional Detention Center for secure detention will be screened by the Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. Admissions must be cleared by Detention before transportation to the center.

4. **JUDICIAL PROCEEDINGS AND OJA SERVICES:** All judicial proceedings and the Office of Juvenile Affair services involving PITTSBURG County's children shall be the responsibility of the Courts of said Judicial District and PITTSBURG County to assure that any child sent to Craig County Regional Detention Center for secure detention receives the legal services and representation he/she is entitled to under law. PITTSBURG County should arrange for frequent contact between the detained child and his/her OJA worker.

It shall be the responsibility of PITTSBURG County to file a petition within five (5) judicial days after a child is taken into custody as set out in 10A O.S. § 2-2-106. It shall further be the responsibility of PITTSBURG County to provide Craig County Regional Juvenile Detention Center with a written judicial order for secure detention of a child, plus an order for a child to be released from detention, e.g., order to transport, release from detention. It shall further be the responsibility of PITTSBURG County to conduct all Court hearings as required by 10A O.S. § 2-3-101.

5. **TRANSPORTATION:** With exception of transportation for emergency medical care, as set in Paragraph 7, PITTSBURG County will provide all transportation, including to and from the center, for its children who are placed in the Craig County Regional Detention Center.
6. **NOTIFICATION:** Prior to transporting any child to the Craig County Regional Detention Center, it shall be the responsibility of PITTSBURG County to make reasonable efforts to inform the parents of the Craig County Regional Detention Center's visiting hours and applicable rules.
7. **MEDICAL ATTENTION:** Any child detained in the Craig County Regional Juvenile Detention Center who requires emergency medical attention, due to developments arising after admission, will be taken to medical facilities in Craig County by personnel of Craig County or ROCMND Area Youth Services. If the child is treated in Craig County, the responsibility of payment for such services rests with parents and/or PITTSBURG County.

Notwithstanding any language to the contrary, should any PITTSBURG County child require emergency medical attention due to developments after admission, ROCMND Area Youth Services, Inc. will notify PITTSBURG County within twenty-four (24) hours of the initial decision of ROCMND Area Youth Services, Inc., to seek emergency treatment. All paperwork concerning the emergency medical treatment will be provided to PITTSBURG County at that time. Failure to notify PITTSBURG County promptly may negate PITTSBURG County responsibility for payment.

If the child is under the influence of drugs or alcohol, PITTSBURG County shall be responsible for obtaining a medical clearance for said child to be detained and/or wait a period of six (6) hours before bringing said child to detention.

PITTSBURG County agrees to save and hold harmless ROCMND Area Youth Services from all payments due to expenses incurred as a result of medical treatment for children in detention from PITTSBURG County.

8. **Health Insurance Portability and Accountability Act of 1996 (HIPPA):** ROCMND Area Youth Services, Inc., its agents, vendors, officers and employees, acknowledge that it may have, or obtain, access to confidential protected health information including, but not limited to, individually identifiable health information. ROCMND Area Youth Services, Inc. may use the protected health information solely to perform its duties and responsibilities under this agreement. ROCMND Area Youth Services, Inc. shall comply with all applicable laws and regulation specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1969 (HIPPA), as it may, from time to time, be amended.
9. **REIMBURSEMENT:** The parties agree that ROCMND Area Youth Services shall be reimbursed for its detention services by PITTSBURG County upon the presentation of a claim at the rate of Twenty-five dollars (\$ 25.00) a day per child. This amount represents less than fifteen percent (15%) of the actual cost of detention.

Payments for services shall be made upon receipt of a claim submitted by ROCMND Area Youth Services/Craig County Regional Juvenile Detention Center to the PITTSBURG County Board of Commissioners. Reimbursement for same should be received no later than the last day of each month. Failure to pay for services could result in termination of this agreement or suspension of secure detention services to PITTSBURG County until such time accounts are paid in full.

10. **LIABILITY:** The parties agree that each county shall be responsible for its own negligence, if any, in the delivery of services pursuant to the contract. Neither party, by executing this agreement, assumes any liability for acts of omission or commission of the other. ROCMND Area Youth Services shall be liable only for the delivery of custodial services at the Craig County Regional Juvenile Detention Center and the Office of Juvenile Affairs and PITTSBURG County shall retain all responsibility for the determination and duration of the detention of juveniles.

APPROVED this 15th day of May 2025

[Signature]
Director of the Craig County Juvenile Detention Center

APPROVED THIS 27th day of May, 2025.

BOARD OF COUNTY COMMISSIONERS OF:

Pittsburg County, Oklahoma

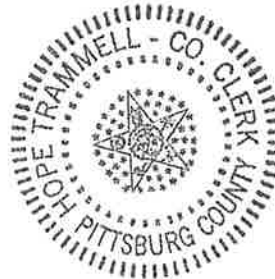
[Signature] Chairman

Member

[Signature] Member

ATTEST:

[Signature]





PITTSBURG COUNTY FIREFIGHTERS ASSOCIATION

PREPARED FOR:
GARY BROOKS

Presented By:
Somer Wamble
(918) 359-2176

swamble@cliffordpower.com



CLIFFORD
POWER

**YOUR PARTNER IN
DEPENDABLE POWER**

Company Information

Description

Clifford Power, established in 1985 by brothers Ken and Tom Clifford, is the largest independent generator company in the South-Central United States. With locations across five states, we are strategically positioned to address emergency power needs throughout the region. Our team boasts over 1,000 years of collective experience in the generator industry. As we continue to expand, we remain dedicated to delivering the expertise and exceptional service that has been the cornerstone of Clifford Power since its inception.

Ownership

Jeremy Lewis (President)

Brandon Lewis (Technical Director)

Tim Clifford (HR Coordinator)

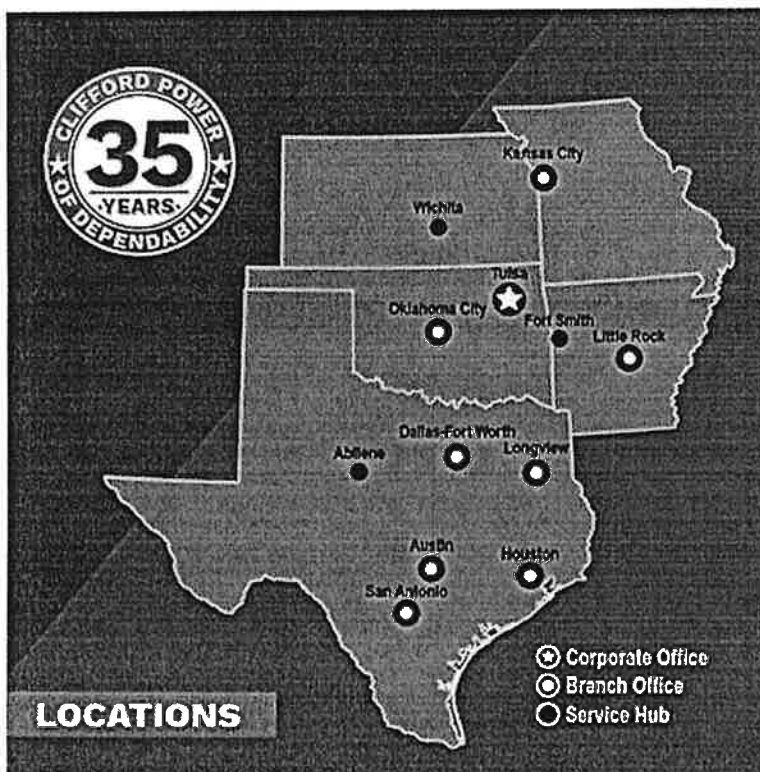
Leadership Team

Jeremy Lewis (President)

Stephanie Benson (Vice President of Sales)

Rhonda Mills (Vice President of Operations)

Locations





03



Planned Maintenance (PM) Agreement

Clifford Power System, Inc ("CPS") agrees to provide Pittsburg County Firefighters Association ("Customer"), located at PO BOX 3884 McAlester, OK 74502, and Customer agrees to accept and pay for, parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Payment Schedule

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1	\$1,536												\$1,536

Equipment & Location

Location Name	Generator Make	Model	Serial	KW
Enterprise	GENERAC	QT02524ANNNA	8892945	25
Daisy	GENERAC	QT02524ANNNA	8892944	25

Included PM Items

- ✓(2) 99-Point Inspection & Test on (2) units
- ✓(2) Engine Service on (2) units

Terms & Conditions

This proposal will expire on June 15, 2025.

This agreement will be in accordance with the following terms and conditions for a period of 1 year. Coverage dates are 07/01/2025 to 06/30/2026. In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$1,536 for the first year of Planned Maintenance. Any optional Planned Maintenance service that the customer chooses to accept will be invoiced, in addition to the original Planned Maintenance fee, at the time the service is provided. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform Preventative Maintenance inspections and optional Preventative Maintenance items agreed to in this proposal. Work is to be performed during regular business hours 8:00 AM – 5:00 PM Monday through Friday. Customer will receive a copy of the CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer.
- Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$0 without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization.
- Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed \$0 without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be



invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.

5. **CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
6. **Failures of new parts installed by CPS:** Failure of any new part(s) installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).
7. **Renewal:** This agreement will automatically renew annually unless cancelled per Paragraph 8.
8. **Cancellation:** This agreement may be cancelled by either party with a 60 day written notification.
9. **Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
10. **Limit of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement in no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

Clifford Power Systems and Customer have agreed to the above this day.

By {{Signature}}

Date {{Signdate}}

By {{Signature:Recipient2}}

Date {{Signdate:Recipient2}}

Clifford Power Systems-Representative

Customer-Representative

DETENTION SERVICES AGREEMENT BY AND BETWEEN
LEGACY THERAPEUTIC SERVICES, LLC. AND THE BOARD
OF COUNTY COMMISSIONERS OF Pittsburg COUNTY, OKLAHOMA

This Agreement made this 27th May 2025 between Legacy Therapeutic Services,

Pittsburg LLC hereinafter referred to as "Legacy" and Board of County Commissioners of Pittsburg County, Oklahoma, hereinafter referred to as county.

WHEREAS, the Oklahoma State Legislature has mandated in 10A O.S. § 2-3-103 that the Board of County Commissioners of every county shall provide temporary detention services and facilities in accordance with provision of the State Plan for the Establishment of Juvenile Detention Services; and

WHEREAS, PURSUANT TO 10A O.S. § 2-3-103 c; the Woodward County Detention Center is and shall continue to be certified and licensed during the term of this agreement by the Office of Juvenile Affairs. The Legacy Therapeutic Services LLC. is, and shall continue to be during the term of this agreement, in compliance with the standards for certification promulgated by the Board of Juvenile Affairs. Legacy Therapeutic Services LLC. will notify "County" in writing immediately should the certification and licensure status be changed for any reason; and

WHEREAS, after January 1, 1998, no child may be detained in any jail, adult lockup or other adult detention facility except as provided in 10A O.S. § 2-3-101; and

Whereas, the Board of County Commissioners shall have authority pursuant to 10A O.S. § 2-3-103 to enter a contract with and to pay a public agency, private agency, or the Board of County Commissioners of another county for detention services in a detention facility and for alternatives to secure detention, and

WHEREAS, Legacy Therapeutic Services LLC. has contracted with the Board of County Commissioners of Woodward County to operate the Woodward County Regional Detention Center, Woodward, Oklahoma and Legacy Therapeutic Services is willing to contract with other counties to provide detention services in said facility; and

Whereas, Pittsburg County desires to contract with Legacy Therapeutic Services for the purpose of detaining juveniles at the Woodward County Regional Juvenile Detention Center, Woodward, Oklahoma.

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM: This agreement shall be in effect until 6/30/2026 provided, however, that in the event the respective Boards shall each approve a renewal of the agreement, on or before July 1st of each fiscal years, then this agreement shall remain in effect for each succeeding fiscal year. Either party may terminate at any time by giving the other party thirty (30) days written notice.
2. SERVICES: The parties hereby agree that Legacy Therapeutic Services shall provide and make available to Pittsburg County the detention services and facilities of the Woodward County Regional Detention Center on a space available basis as determined by Youth Services.
3. REFERRAL AND ADMISSIONS: It shall be the responsibility of Pittsburg County authorities to initiate and obtain the detention authorization of said juvenile. Admissions shall be allowed upon oral order of the District Court provided a written order is entered and forwarded within twenty-four (24) hours or the next judicial day. Said order should include authorization for necessary medical care for the child.

All children referred to Woodward County Regional Detention Center for secure detention will be screened by the Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. Admissions must be cleared by Detention before transportation to the center.

4. JUDICIAL PROCEEDINGS AND OJA SERVICES: All judicial proceedings and the Office of Juvenile Affair services involving County's children shall be the responsibility of the Courts of said Judicial District and County to assure that any child sent to Woodward County Regional Detention Center for secure detention receives the legal services and representation he/she is entitled to under law. Pittsburg County should arrange for frequent contact between the detained child and his/her OJA worker.

It shall be the responsibility of Pittsburg County to file a petition within five (5) judicial days after a child is taken into custody as set out in 10A O.S. § 2-2-106. It shall further be the responsibility of Pittsburg County to provide Woodward County Regional Juvenile Detention Center with a written judicial order for secure detention of a child, plus an order for a child to be released from detention, e.g., order to transport, release from detention. It shall further be the responsibility of Pittsburg County to conduct all Court hearings as required by 10A O.S.

§ 2-3-101.

5. TRANSPORTATION: With exception of transportation for emergency medical care, as set in Paragraph 7, Pittsburg County will provide all transportation, including to and from the center, for its children who are placed in the Woodward County Regional Detention Center.
6. NOTIFICATION: Prior to transporting any child to the Woodward County Regional Detention Center, it shall be the responsibility of Pittsburg County to make reasonable efforts to inform the parents of the Woodward County Regional Detention Center's visiting hours and applicable rules.
7. MEDICAL ATTENTION: Any child detained in the Woodward County Regional Juvenile Detention Center who requires emergency medical attention, due to developments arising after admission, will be taken to medical facilities in Woodward County by personnel of Woodward County or Legacy Therapeutic Services. If the child is treated in Woodward County, the responsibility of payment for such services rests with parents and/or Pittsburg County.

Notwithstanding any language to the contrary, should any Pittsburg County child require emergency medical attention due to developments after admission, Legacy Therapeutic Services LLC. will notify Pittsburg County within twenty-four (24) hours of the initial decision of Legacy Therapeutic Services LLC., to seek emergency treatment. All paperwork concerning the emergency medical treatment will be provided to Pittsburg County at that time. Paperwork shall be sent to the following office in Pittsburg County.

Name of Office to receive paperwork Pittsburg County Booc.
Address 115 E. Carl Albert Pkwy. Rm 100
City McAlester State Oklahoma
Zip Code 74501
Phone # 918-423-1338

If the child is under the influence of drugs or alcohol, Pittsburg County shall be responsible for obtaining a medical clearance for said child to be detained and/or wait a period of six (6) hours before bringing said child to detention.

Pittsburg County agrees to save and hold harmless Legacy Therapeutic Services from all payments due to expenses incurred as a result of medical treatment for children in detention from Pittsburg County.

8. Health Insurance Portability and Accountability Act of 1996 (HIPPA): Legacy Therapeutic Services LLC., its agents, vendors, officers and employees, acknowledge that it may have, or obtain, access to confidential protected health information including, but not limited to, individually identifiable health information. Legacy Therapeutic Services LLC. may use the protected health information solely to perform its duties and responsibilities under this agreement. Legacy Therapeutic Services LLC. shall comply with all applicable laws and regulation specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1969 (HIPPA), as it may, from time to time, be amended.

9. REIMBURSEMENT: The parties agree that Legacy Therapeutic Services shall be reimbursed for its detention services by Pittsburg County upon the presentation of a claim at the rate of Seventy Eight Dollars & zero cents (\$ 78.00) per day per child.

Payments for services shall be made upon receipt of a claim submitted by Legacy Therapeutic Services. Reimbursement should be received no later than the last day of each month. Failure to pay for services could result in termination of this agreement or suspension of secure detention services to Pittsburg County until such time accounts are paid in full.

10. LIABILITY: The parties agree that each county shall be responsible for its own negligence, if any, in the delivery of services pursuant to the contract. Neither party, by executing this agreement, assumes any liability for acts of omission or commission of the other. Legacy Therapeutic Services shall be liable only for the delivery of custodial services at the Woodward County Regional Juvenile Detention Center and the Office of Juvenile Affairs and Pittsburg County shall retain all responsibility for the determination and duration of the detention of juveniles.

Director of Legacy Therapeutic Services
Woodward County Juvenile Detention Center

Date

APPROVED THIS 27th day of May 2025

BOARD OF COUNTY COMMISSIONERS OF:

Pittsburg County, Oklahoma

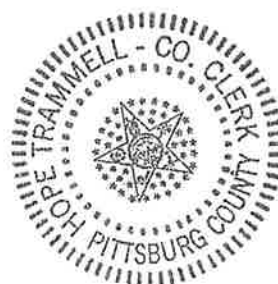
[Signature] Chairman

Member

[Signature] Member

ATTEST:

[Signature]



**JOHN DEERE**

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

PA#

PA Revision#

11016070

Original

Customer Name: PITTSBURG COUNTY COUNTY C

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)

PITTSBURG COUNTY COUNTY COMMISSIONER

STREET or RR

E COURT AVE

CITY

MCALESTER

STATE

OK

ZIP CODE

74501

COUNTY

Pittsburg

PHONE NUMBER

918-423-6865

EMAIL ADDRESS

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME

Yellowhouse Machinery Co.

Dealer Account No. :

177489

STREET or RR

6325 US Hwy 270

CITY

McAlester

STATE

OK

ZIP CODE

74501

Phone Number

918-423-2555

Date Of Order:

Apr 24, 2025

Dealer Order No.:

17106181

TYPE OF SALE:

☐ CASH☒ LEASE☐ TIME SALE

PURCHASER TYPE:

4 Use County

MARKET USE CODE:

17 General Utility

Add Purchaser to Mailing List (Check One or More)

☐ Construction☐ CCE☐ Utility☐ Forestry☐ Government

PURCHASER IS:

☒ Business☐ Individual

Purchaser Acct.:

☐ SOCIAL SECURITY☐ IRS TAX ID NO☐ EIN

NO.:

EXTENDED WARRANTY IS: ☒ Accept ☐ Decline

LOCATION OF FIRST WORKING USE :

Use State/Province

OK

COUNTY CODE

121(Initials) Use County **PITTSBURG**

Ultimate Uptime Package Purchase:

☐ Yes☒ No(Initials) 

QTY	NEW	DEMO	RENTAL	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1	x				2024 JOHN DEERE 320 P-Tier Backhoe Loader Stock # 79782	49	1T0320PATRF08597	\$ 149,519	35
					+ John Deere Extended Warranty : 60MO/3,000HR IN HOUSE COMP			\$ 0	00
(1) TOTAL CASH PRICE								\$ 149,519	35

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 149,519 35
				(5) SUBTOTAL	\$ 149,519 35
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 149,519 35

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

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

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

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

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

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

TELEMATICS:

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

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

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version a (Initials) and understands its terms and conditions.

Purchaser (First Signer)	PITTSBURG COUNTY COUNTY COMMISSIONER	Signature	<u>[Signature]</u>	Date	<u>5/27/2025</u>
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date	
Salesperson	DRAKE, MATTHEW C	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature
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STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE), FORESTRY AND UTILITY PRODUCTS US & CANADA

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

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

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

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

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

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

A. STANDARD WARRANTY - GENERAL PROVISIONS

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

B. WHAT IS COVERED BY STANDARD WARRANTY

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

C. EXCLUSIVE REMEDY

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

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

D. ITEMS COVERED SEPARATELY -

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

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

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

StructurALL Warranty does not apply to:

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

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

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

F. TERMINATION OF WARRANTY-

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

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

G. PARTS REPLACED UNDER WARRANTY -

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

H. TELEMATICS

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

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

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

I. OBTAINING WARRANTY SERVICE -

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

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

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

K. NO DEALER WARRANTY -

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

L. USED JOHN DEERE PRODUCTS ONLY -

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

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) COUNTY OF PITTSBURG PITTSBURG COUNTY CLERKS OFFICE			
STREET or RR PO BOX 3304			
CITY MCALESTER	STATE OK	ZIP CODE 74502	COUNTY Pittsburg
PHONE NUMBER 918-423-6865	EMAIL ADDRESS		
REWARDS #			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Yellowhouse Machinery Co.		Dealer Account No. : 177489	
STREET or RR 6325 US Hwy 270			
CITY McAlester	STATE OK	ZIP CODE 74501	Phone Number 918-423-2555
Date Of Order: May 22, 2025			
Dealer Order No.: 17132517		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 17 General Utility	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County PITTSBURG	Use State/Province OK	COUNTY CODE 121
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)		

QTY	NEW	DEM	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				2025 JOHN DEERE 75 P-Tier Excavator Stock # 83840	2	1FF075PATSJ000840	\$ 142,832 39
					+ John Deere Extended Warranty : 60MO/3,000HR IN HOUSE COMP			\$ 0 00
(1) TOTAL CASH PRICE								\$ 142,832 39

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 142,832 39
				(5) SUBTOTAL	\$ 142,832 39
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 142,832 39

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

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

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

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

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

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

TELEMATICS:

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

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

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version CR (Initials) and understands its terms and conditions.

Purchaser (First Signer)	COUNTY OF PITTSBURG PITTSBURG COUNTY CLERKS OFFICE	Signature		Date	5/27/2025
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date	
Salesperson	DRAKE, MATTHEW C	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature
	<input type="checkbox"/>	



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

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

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

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

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

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

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

A. STANDARD WARRANTY - GENERAL PROVISIONS

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

B. WHAT IS COVERED BY STANDARD WARRANTY

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

C. EXCLUSIVE REMEDY

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

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

D. ITEMS COVERED SEPARATELY -

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

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

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

StructurALL Warranty does not apply to:

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

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

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

F. TERMINATION OF WARRANTY-

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

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

G. PARTS REPLACED UNDER WARRANTY -

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

H. TELEMATICS

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

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

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

I. OBTAINING WARRANTY SERVICE -

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

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

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

K. NO DEALER WARRANTY -

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

L. USED JOHN DEERE PRODUCTS ONLY -

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

Quote Summary

Prepared For:

COUNTY OF PITTSBURG PITTSBURG COUNTY
CLERKS OFFICE
PO BOX 3304
MCALESTER, OK 74502
Business: 918-423-6865

Prepared By:

DRAKE MATTHEW
Yellowhouse Machinery Co.
6325 Us Hwy 270
Mcalester, OK 74501
Phone: 918-423-2555
mattd@yhmc.com

Quote Id: 32893685
Created On: 22 May 2025
Last Modified On: 22 May 2025
Expiration Date: 30 June 2025

Equipment Summary	Selling Price	Qty	Extended
2025 JOHN DEERE 75 P-Tier Excavator - 1FF075PATSJ000840	\$ 142,832.39 X	1 =	\$ 142,832.39
John Deere Extended Warranty-60MO/3,000HR IN HOUSE COMP	\$ 0.00 X	1 =	\$ 0.00
Equipment Total			\$ 142,832.39

Quote Summary

Equipment Total	\$ 142,832.39
SubTotal	\$ 142,832.39
Total	\$ 142,832.39
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 142,832.39

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 32893685

Customer: COUNTY OF PITTSBURG PITTSBURG COUNTY CLERKS OFFICE

2025 JOHN DEERE 75 P-Tier Excavator - 1FF075PATSJ000840

Hours: 2

Stock Number: 83840

Code	Description	Qty
8240FF	2025 JOHN DEERE 75 P TIER EXCAVATOR GEN A 8240FF	1
Standard Options - Per Unit		
0202	Destination Code - United States	1
0259	English Customer Delivery Packet	1
0403	Configuration 3	1
Service Agreements		
John Deere Extended Warranty - 60MO/3,000HR IN HOUSE COMP		



JOHN DEERE
FINANCIAL

Finance Options

Valid through June 30, 2025
Created On May 22, 2025

New 2025 JOHN DEERE 75 P-Tier Excavator

Serial # 1FF075PATSI000840

2 hours

	Lease
Term in Months	48
Annual Hrs for Term	500
Cost/Hour	\$ 58.33
Payment	\$ 2,430.38 Monthly
Selling Price	\$ 142,832.39
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 142,832.39
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	---
Total Lease Amount	\$ 142,832.39
Purchase Option	\$ 45,000.00
Total Payments	\$ 116,658.24

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.

PERMIT# 25-017

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

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

PLEASE PRINT
PUBLIC SERVICE/PIPELINE OWNER NAME: H2 Services, LLC

CONTACT: Craig Hamilton EMAIL: Admin@h2servicesllc.net

ADDRESS: P.O. Box 1310 PHONE: 405-517-6227

CITY: Guthrie STATE: Ok ZIP CODE: 73044

CONSTRUCTION COMPANY NAME: Calyx Energy, LLC

CONTACT: _____ EMAIL: ownerrelation@calyxenergy.com

ADDRESS: 6120 S Yale Ave #1480 PHONE: 918-949-4224

CITY: Tulsa STATE: Ok ZIP CODE: 74136

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

This permit is to erect, construct and maintain a 12' Layflat Hose along, upon and across the hereinafter said county highway/road for the purpose of transporting, selling, and using Fresh Water.

35.1415 N 95.8930 W LOCATION
Beginning at 35°08'29.48"N 95°53'34.87"W and Parallel freeway route N 1291 Rd
GPS Location (in decimals) Cross or Parallel County Road Name

Approximately 2 miles North of Ragan Rd and ending at
North, South, East, West Name of Closest Intersecting Road or Highway

35°04'38.69"N 95°56'53.14"W Embraced in Section 16 Township 7N Range 13E
GPS Location (in decimals)

PIPELINES SIZE <u>12'</u> ALLOY/MATERIAL <u>Lay Flat Hose</u> WALL THICKNESS _____ CONTENTS <u>Fresh Water</u> MFG. TEST PRESSURE <u>120 psi</u> MAX. OPERATING PRESSURE <u>60 psi</u> WORKING PRESSURE <u>100 psi</u>	ELECTRIC VOLTAGE _____ CONDUCTOR SIZE _____ TYPE OF STRUCTURE _____ RULING SPAN _____
COMMUNICATIONS WIRES/PAIRS/STRANDS _____ GUAGE _____ CABLE TYPE _____	SERVICE ENTRANCE DIAMETER OF CULVERT PIPE _____ LENGTH OF CULVERT PIPE _____

CASING
 SIZE _____ ALLOY/MATERIAL _____ WALL THICKNESS _____

FLOODPLAIN ADMINISTRATOR'S REVIEW

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

_____ Does X Does Not

fall within any floodplain.

Tawanna Cathy
 Signature, Pittsburg County Floodplain Administrator

(Administrator: Please attach a copy of the floodplain permit and receipt where permit was paid if road crossing is within a floodplain)

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

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

Initial: KS

2. Application for road crossing must be submitted ***no later than 5 days before a meeting*** of the Board of County Commissioners with a check for the amount of permit made payable to the Pittsburg County Commissioners. The petitioner/contractor shall contact the County Commissioners Office at the completion of crossing for an onsite inspection.

Initial: KS

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

Initial: KS

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

Initial: KS

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

Initial: KS

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

Initial: KS

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: KS

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

Initial: KS

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

Initial: KS

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

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

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

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

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

Initial: KS

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: KS

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

Initial: KS

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: KS

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

Initial: KS

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

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

Initial: KS

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

Initial: KS

FEE SCHEDULE
(Check must accompany permit)

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

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

PETITIONER/CONTRACTOR'S ATTESTMENT

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

Kath Spencer
Petitioner/Contractor Signature

5/20/2025
Date

Permits
Title

918-346-7537
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 27th day of May, 2025.

Pittsburg County District # 3

Company Check# 12515 Date of Check 5/20/25 Amount of Check 6,000.00

COMMISSIONERS COMMENTS/CHANGES:

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:

Chl [Signature]
District 1 Commissioner

[Signature] Hayes
District 2 Commissioner

[Signature]
District 3 Commissioner
[Signature] Trammell
County Clerk

