



AMENDED NOTICE AND AGENDA OF SPECIAL MEETING

Pursuant to the Oklahoma Open Meeting Act (25 O.S. Sec. 301. et seq.), notice is

FILED

DEC 05 2025

TIME 9:45 AM
HOPE TRAMMELL, COUNTY CLERK
PITTSBURG COUNTY

BY _____ DEPUTY

DATE: December 10, 2025

TIME: 10:00 a.m.

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

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

AGENDA

1. CALL MEETING TO ORDER

2. ROLL CALL:

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

3. APPROVAL OF AGENDA

4. FISCAL TRANSACTIONS

A. Payroll

5. AGENDA ITEMS

A. Discussion, Consideration and Take Action to Approve Lease Documents for One (1) 2026
Armor Lite Dump Trailer- District 3

B. Consideration and action upon the execution of a Legal Services Agreement hiring Floyd
& Driver, PLLC, Norman, Oklahoma, as counsel to Pittsburg County, Oklahoma (the
"County") to assist the County with the legal requirements and processes necessary for
the formation of a new tax increment finance district which will be located within the
jurisdictional boundaries of the County.

6. RECESS OR ADJOURNMENT

Commissioner's Assistant

**PITTSBURG COUNTY COMMISSIONERS
SPECIAL MEETING
MINUTES
DECEMBER 10, 2025**

The Board of County Commissioners, Pittsburg County, met in special session on December 10, 2025 at 10:00 A.M., Meeting held at the Pittsburg County Commissioner’s Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 9:45 A.M., December 5, 2025.

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

2. ROLL CALL:	Charlie Rogers	Present
	Ross Selman	Absent
	Mike Haynes	Present

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

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

4. FISCAL TRANSACTIONS:

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

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

5. AGENDA ITEMS:

A. DISCUSSION, CONSIDERATION AND TAKE TO APPROVE LEASE DOCUMENTS FOR ONE (1) 2026 ARMOR LITE DUMP TRAILER – DISTRICT 3: Rogers made a motion to approve the lease documents; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

B. CONSIDERATION AND ACTION UPON THE EXECUTION OF A ;EGAL SERVICES AGREEMENT HIRING FLOYD & DRIVER, PLLC, NORMAN, OKLAHOMA, AS COUNSEL TO PITTSBURG COUNTY, OKLAHOMA (THE "COUNTY") TO ASSIST THE COUNTY WITH THE LEGAL REQUIREMENTS AND PROCESSES NECESSARY FOR THE FORMATION OF A NEW TAX INCREMENT FINANCE DISTRICT WHICH WILL BE LOCATED WITHIN THE JURISDICTIONAL BOUNDARIES OF THE COUNTY:

David Floyd explained the proposed TIF district review committee. Haynes asked if it would affect the schools financial aid. Floyd stated that it would not affect the financial aid as it doesn't collect taxes at all. Haynes asked if the at large members have to be residents of Pittsburg County. Floyd stated that they do have to be residents of the county. Rogers made a motion to approve the agreement; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed.

6. RECESS/ADJOURNMENT: There being no further business brought before the board; Rogers made a motion to adjourn; seconded by Haynes.

AYE: Charlie Rogers
Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **December 10, 2025** by and between the Board of County Commissioners of **Pittsburg County**, Oklahoma, designated throughout this agreement as the Lessee, and **Irwin Trailer**, designated throughout this agreement as the Lessor.

I. Equipment

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

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial #</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Lease Purchase Price</u>
2026 Armorlite	Belly Dump Trailer with electric tarp	56EA53K25TA000657.	1	\$44,900.00	\$50,841.00	

II. Payment Of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the equipment, the Lessee promises to pay the Lessor, for the equipment, the sum of **\$847.35** per **month**, (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement

III. Lease Term

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

IV. Option To Renew

The Lessee is hereby granted **4** successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of **6** months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

VIII. Repairs And Maintenance

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

IX. Taxes

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

X. Insurance

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

XI. Patents

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

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

XII. Funding

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

XIII. Assignment

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

XIV. Road Machinery and Equipment

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


XV. Entire Agreement Of The Parties And Severability

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


XVI. Choice Of Law

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

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



Charlie Rogers, District #1



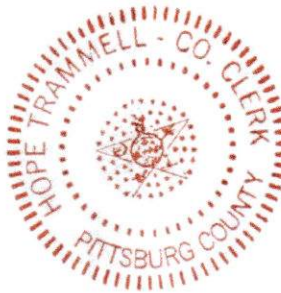
Mike Haynes, District #2

Ross Selman, District #3

FOR THE LESSOR: Irwin Trailer

ATTEST 

Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 131686

This Schedule is executed by Irwin Trailer ("Lessor") and Pittsburg County ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Lease Purchase Agreement For Equipment dated as of December 10, 2025 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: District #3

PAYMENT SCHEDULE:

RATE: 4.81%

Equipment Cost \$44,900.00 + Doc Fee \$200.00 = \$45,100.00

	Date	Payment	Interest	Principal	Balance
Loan	12/10/2025				45,100.00
1	01/10/2026	847.35	184.51	662.84	44,437.16
2	02/10/2026	847.35	181.79	665.56	43,771.60
3	03/10/2026	847.35	161.74	685.61	43,085.99
4	04/10/2026	847.35	176.27	671.08	42,414.91
5	05/10/2026	847.35	167.92	679.43	41,735.48
6	06/10/2026	847.35	170.74	676.61	41,058.87
7	07/10/2026	847.35	162.56	684.79	40,374.08
8	08/10/2026	847.35	165.17	682.18	39,691.90
9	09/10/2026	847.35	162.38	684.97	39,006.93
10	10/10/2026	847.35	154.43	692.92	38,314.01
11	11/10/2026	847.35	156.74	690.61	37,623.40
12	12/10/2026	847.35	148.95	698.40	36,925.00
13	01/10/2027	847.35	151.06	696.29	36,228.71
14	02/10/2027	847.35	148.21	699.14	35,529.57
15	03/10/2027	847.35	131.29	716.06	34,813.51
16	04/10/2027	847.35	142.42	704.93	34,108.58
17	05/10/2027	847.35	135.04	712.31	33,396.27
18	06/10/2027	847.35	136.63	710.72	32,685.55
19	07/10/2027	847.35	129.40	717.95	31,967.60
20	08/10/2027	847.35	130.78	716.57	31,251.03
21	09/10/2027	847.35	127.85	719.50	30,531.53
22	10/10/2027	847.35	120.88	726.47	29,805.06
23	11/10/2027	847.35	121.93	725.42	29,079.64
24	12/10/2027	847.35	115.13	732.22	28,347.42
25	01/10/2028	847.35	115.97	731.38	27,616.04
26	02/10/2028	847.35	112.98	734.37	26,881.67
27	03/10/2028	847.35	102.88	744.47	26,137.20
28	04/10/2028	847.35	106.93	740.42	25,396.78
29	05/10/2028	847.35	100.55	746.80	24,649.98
30	06/10/2028	847.35	100.84	746.51	23,903.47
31	07/10/2028	847.35	94.64	752.71	23,150.76
32	08/10/2028	847.35	94.71	752.64	22,398.12
33	09/10/2028	847.35	91.63	755.72	21,642.40
34	10/10/2028	847.35	85.68	761.67	20,880.73
35	11/10/2028	847.35	85.42	761.93	20,118.80
36	12/10/2028	847.35	79.65	767.70	19,351.10
37	01/10/2029	847.35	79.17	768.18	18,582.92
38	02/10/2029	847.35	76.02	771.33	17,811.59
39	03/10/2029	847.35	65.82	781.53	17,030.06
40	04/10/2029	847.35	69.67	777.68	16,252.38
41	05/10/2029	847.35	64.34	783.01	15,469.37
42	06/10/2029	847.35	63.29	784.06	14,685.31
43	07/10/2029	847.35	58.14	789.21	13,896.10
44	08/10/2029	847.35	56.85	790.50	13,105.60
45	09/10/2029	847.35	53.62	793.73	12,311.87

Lease # 131686

46	10/10/2029	847.35	48.74	798.61	11,513.26
47	11/10/2029	847.35	47.10	800.25	10,713.01
48	12/10/2029	847.35	42.41	804.94	9,908.07
49	01/10/2030	847.35	40.53	806.82	9,101.25
50	02/10/2030	847.35	37.23	810.12	8,291.13
51	03/10/2030	847.35	30.64	816.71	7,474.42
52	04/10/2030	847.35	30.58	816.77	6,657.65
53	05/10/2030	847.35	26.36	820.99	5,836.66
54	06/10/2030	847.35	23.88	823.47	5,013.19
55	07/10/2030	847.35	19.85	827.50	4,185.69
56	08/10/2030	847.35	17.12	830.23	3,355.46
57	09/10/2030	847.35	13.73	833.62	2,521.84
58	10/10/2030	847.35	9.98	837.37	1,684.47
59	11/10/2030	847.35	6.89	840.46	844.01
60	12/10/2030	847.35	3.34	844.01	0.00
Grand Totals		50,841.00	5,741.00	45,100.00	

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

LESSEE: Pittsburg County

BY: 
~~Ross Selman, District #3~~ *Chairman*

TITLE: County Commissioner

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner, District #3, for Pittsburg County, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated December 10, 2025, (the "Lease"), by and between the Irwin Trailer, ("Lessor") and Lessee, and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the Specifications (as that term is defined in the Lease) and has been irrevocably accepted by Lessee.
2. The rental payments provided for in the Lease (the "Rental Payments") shall commence and be due and payable on January 5, 2025, and the 5th of each month thereafter in accordance with the Lease.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Rental Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
5. Equipment Description: **2026 Armorlite Belly Dump Trailer with electric tarp SN# 56EA53K25TA000657 together with all equipment, accessions, additions and attachments thereto.**

DATED: December 10, 2025

By: 

~~Ross Selman, District #3~~ *Chairman*

Title: County Commissioner

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

INSURANCE COVERAGE REQUIREMENTS

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

Company: ACCO

Address: 429 NE 50th OKC, OK 73105

Telephone: 405-524-3200

Contact: Dusty Birdsong

To issue:

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

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

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability

or

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

Cost: \$44,900.00

Equipment Description: 2026 Armorlite Belly Dump Trailer with electric tarp SN# 56EA53K25TA000657 together with all equipment, accessions, additions and attachments thereto.

Equipment Location: District #3

Lessee: Pittsburg County

By:

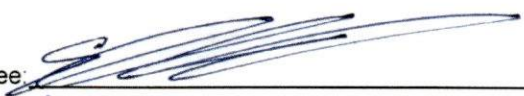

~~Ross Selman, District #3~~ Chairman

Title: County Commissioner

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated December 10, 2025 by and between Lessor and Lessee. I am of the opinion that:

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

Counsel for Lessee: 

By: Church Sullivan

Title: District Attorney

Date: 12/15/25

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

1. This certificate with respect to qualified tax-exempt obligations (the "Certificate") is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax exempt obligation of Lessee for purposes of Section 265(b)(3)(B) of the Tax Reform Act of 1986.
2. Lessee is a political subdivision of the State of Oklahoma and the Lease is being issued by Lessee in calendar year 2025.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. The Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2025 as qualified tax-exempt obligations. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.00.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by Lessee during the calendar year 2025 will not exceed \$10,000,000.00.
7. This Certificate is based on facts and circumstances in existence on this date.

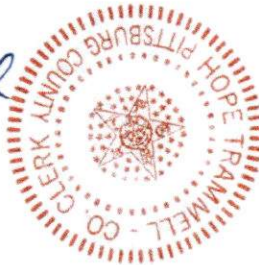
IN WITNESS WHEREOF, I have set my hand this December 10, 2025.

Lessee: **Pittsburg County**

By: 
Ross Selman, District #3 Chairman

Title: County Commissioner

Attest: 
Hope Trammell, County Clerk



December 10, 2025

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

Re: Lease Purchase Agreement For Equipment dated **December 10, 2025**, between **Irwin Trailer**, Lessor, and **Pittsburg County**, Lessee.

Dear Board of County Commissioners:

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

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


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

Sincerely,

WELCH STATE BANK

ACKNOWLEDGED:

By: **Sherri J Mount, Senior Vice President**

By:  **Ross Selman, District # 3** Chairman

Title: **County Commissioner**

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this December 10, 2025 by and between **Irwin Trailer** (herein "Assignor") and **Welch State Bank** (herein "Assignee").

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

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to that certain Lease Purchase Agreement dated December 10, 2025 and entered into by and between Assignor and the Board of County Commissioners of **Pittsburg County** (herein "Lease"), together with Assignor's right to receive all rent and other monies thereunder, and all of Assignor's right title and interest in and to any guaranties or other rights and interest granted to Assignor to secure the payment due under the terms of the Lease.

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

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

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

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

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

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

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

ASSIGNOR: Irwin Trailer

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Sherri J Mount, Senior Vice President

WELCH STATE BANK



INVOICE

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

December 10, 2025

To: **Pittsburg County**
District # 3
115 E. Carl Albert Parkway
McAlester, OK 74501

Reference: **Lease/Purchase #131686**

QUANTITY	DESCRIPTION	TOTAL
1	Lease # 131686 - Payment #1 per Payment Schedule 2026 Armorlite Belly Dump Trailer with electric tarp SN# 56EA53K25TA000657	\$847.35

Total Due: \$847.35
Date Due: January 5, 2025

THANK YOU FOR YOUR BUSINESS!

Please remit payment to: Welch State Bank
PO Box 129
Welch, OK 74369

CUT ON LINE AND RETURN BOTTOM PORTION WITH PAYMENT

Payment #	Account #	Due Date	Amount Due
1	131686	January 5, 2025	\$847.35

Welch State Bank
PO Box 129

Welch, OK 74369

Pittsburg County
District # 3

2026 Armorlite Belly Dump Trailer with electric tarp SN# 56EA53K25TA000657

Lease # 131686

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Pittsburg County		2 Issuer's employer identification number (EIN) 73-6006407	
3 Number and street (or P.O. box if mail isn't delivered to street address) 115 E. Carl Albert Parkway		Room/suite	
4 City, town, or post office, state, and ZIP code McAlester, OK 74501		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Hope Trammell, County Clerk		7 Telephone number of officer or legal representative 918-423-1338	

Part II Description of Obligations Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)	8a 45,100
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ► 12/10/2025	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a 45,100
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input checked="" type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	<input type="checkbox"/>
12 Vendor's or bank's name: Welch State Bank	
13 Vendor's or bank's employer identification number: 73-0504830	

Signature and Consent

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

Signature of issuer's authorized representative

Date

Ross Selman, Commissioner

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.

Future Developments

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

General Instructions

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

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

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

Filing a consolidated return for multiple issues.

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

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

Irwin Trailer

P.O. Box 130
Meeker OK 74855
(405) 279-3527
Fax (405) 279-2313

INVOICE

No. 5837

TO	Pittsburg County
	Dist #3
	McAlester OK

DATE
CUSTOMER ORDER NO.
SALESPERSON
VIA

TERMS			
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	2024 Armonite Belly Dump Trailer		
	With Electric Tarp		42900 00
	Options		
	Low profile		1000 00
	Front & Rear 8'x6' SHEET		1000 00
	11R 24.5 tires		0
	Distressful Grey		0
	SN 34EA53K25TA000657		44900 00

Thank You

LEGAL SERVICES AGREEMENT AND ENGAGEMENT LETTER

THIS AGREEMENT (the "Agreement"), made and entered into this 8th day of December, 2025, by and between Pittsburg County, Oklahoma, acting by and through its Board of County Commissioners (herein called "County"), and Floyd & Driver, PLLC, Attorneys at Law, Norman, Oklahoma, (herein called "TIF Counsel") is for the purpose of setting forth certain matters concerning the services we will perform as TIF Counsel to the County in connection with the formation of a new tax increment finance district and improvement district as described.

WITNESSETH;

WHEREAS, the County deems it advisable and necessary to provide for the development of improvement projects in connection with a new tax increment financing district and other special assessment districts, as may be necessary, to be established in the unincorporated areas of Pittsburg County, Oklahoma (the "Project");

WHEREAS, the County presently desires to engage legal counsel to perform certain legal evolutions in order to lawfully effect the formation of the new increment district and new improvement district.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

SCOPE OF ENGAGEMENT

In this engagement, TIF Counsel expects to perform the following duties:

- (1) Furnish full directions and steps necessary to be taken by the County in compliance with the Constitution and Statutes of the State of Oklahoma for the formation of the Project by the County.
- (2) Prepare and review documents necessary or appropriate to the formation of the Project, including but not limited to resolutions, agreements, debt instruments or trust indentures and coordinate the authorization and execution of such documents; provided, however, that TIF Counsel shall not be responsible for the content of required project plan.
- (3) Assist the County in seeking from other governmental authorities such approvals and permissions as we determine are necessary or appropriate in connection with the authorization and formation of the Project.
- (4) Review legal issues relating to the structure and formation of the Project.

During the course of this engagement, TIF Counsel will rely on the County, trustees, officers or employees to provide us with complete and timely information on all developments pertaining to any aspect of the Project.

LIMITATION OF ENGAGEMENT TO LEGAL SERVICES RENDERED RELATING TO THE PROJECT

TIF Counsel's duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (1) Filing of Continuation Statements.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Pursuing litigation.
- (4) Making an investigation or expressing any view as to the creditworthiness of the County or any subsequent financing related to the Project
- (5) Making a full investigation or expressing any view with regard to compliance during the previous five years with any continuing disclosure undertaking.
- (6) After formation of the Project through the adoption of the required resolution ("Closing"), providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (7) Representing the County in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the County or any other party concerning any actions necessary to assure compliance with the legal requirements set forth in the project plan, resolutions, and any other legal agreements entered into by the County or its subordinate entities for the formation of the Project.
- (9) Addressing any other matter not specifically set forth above.

It is further understood and agreed that this Agreement pertains only to legal services rendered to the County with respect to the formation of the Project by the County described above and it is understood that future legal services of TIF Counsel to the County with respect to the Project may be the subject of a separate legal services arrangement independent of the scope of this engagement. After completion of the proceedings, changes may occur in the applicable laws or regulations. TIF Counsel has no continuing obligation to advise the County with respect to future legal developments unless specifically engaged to render legal services after Closing.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the County will be a client of TIF Counsel and an attorney-client relationship will exist between these parties. TIF Counsel assumes that any other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. TIF Counsel further assumes that

all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Services as TIF Counsel are limited to those contracted for in this agreement; the County's execution of this Agreement will constitute an acknowledgment of those limitations. Representation of the County will not affect, however, TIF Counsel's responsibility to render an objective opinion.

Representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon formation of the new tax increment finance district.

CONFLICTS

As you are aware, TIF Counsel represent many political subdivisions, companies and individuals. It is possible that during the time that TIF Counsel is representing the County, one or more of our present or future clients will have transactions with the County. It is also possible that TIF Counsel may be asked to represent, in an unrelated matter, one or more of the entities involved in the formation of the Project. TIF Counsel does not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this agreement, either because such matters will be sufficiently different from the formation of the Project so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the formation of the Project. Execution of this agreement will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the formation of the Project; (ii) the duties we will undertake pursuant to this legal services agreement and engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith the fee for TIF Counsel shall be \$40,000.00 plus expenses incurred by TIF Counsel in connection with the Project including, but not limited to, travel, publications, and filing fees, said expenses not to exceed \$5,000.00. One half of the fee shall be due upon the approval or disapproval recommendation delivered by the Review Committee. The remainder shall be due within thirty days of final action upon the Review Committee's recommendation. If the Project is not formed, we will receive reimbursement for accrued expenses incurred to the point of discontinuance of the Project. In the event the Project is not brought to fruition, our fee will be adjusted accordingly based upon the time and effort expended until that point.

Some or all the County's fees, costs, and expenses incurred under this Agreement may be paid by a third party. The County, the third party, and TIF Counsel shall execute a separate agreement regarding the payment by a third party of fees, costs and expenses associated with the Project.

MARKETING

The County hereby grants to TIF Counsel the right to publicly acknowledge the County as TIF Counsel's client on our website and in marketing materials. If at any point in the future the County wishes to disallow the use of the County's name for marketing purposes, the County shall notify TIF Counsel of such desire in writing. TIF Counsel shall have thirty days to comply with such request, however TIF Counsel will be permitted to continue to distribute any material printed prior to that date notwithstanding the inclusion of the County's name in such material, and TIF Counsel will not be required to remove any such material from circulation. Nothing in this paragraph shall be construed to relieve TIF Counsel of any of its duties under the attorney-client privilege referenced herein.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Files of TIF Counsel, including lawyer work product, pertaining to the transaction will be retained by same. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

TERMINATION

Either the County or TIF Counsel may terminate this Agreement at any time for any reason by the delivery of written notice to each of the other parties, subject on the part of TIF Counsel to applicable rules of professional conduct. If TIF Counsel terminates this Agreement, TIF Counsel will take such steps as are reasonably practicable to protect the County's interests in the Project, including consultations with subsequent counsel and providing them with whatever records the County has provided.

In the event of termination, all finished and unfinished documents prepared for adoption or execution by the County shall, at the option of the County, become property of the County and shall be delivered to it or to any party it may designate; provided that TIF Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the County, TIF Counsel shall have no future duty of any kind to or with respect to the Project or the County, however nothing contained herein shall be construed to relieve TIF Counsel of any of our duties under the attorney-client privilege referenced herein.

CONCLUSION OF REPRESENTATION

Unless previously terminated as provided herein, TIF Counsel's representation of the County will terminate upon the formation of the Project and the sending of our final statements for services rendered with regards to the Project. Following such termination, any otherwise non-public information the County has provided which is retained by TIF Counsel will be kept confidential in accordance with applicable rules of professional

conduct. Nothing herein shall be construed to relieve TIF Counsel of any of our duties under the attorney-client privilege referenced herein.

COUNTERPARTS

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

NOTICES

Any Notices required hereunder and pertaining to this Agreement shall be sent by U.S. Postal Service, postage prepaid, or emailed, with original documents to follow, to the following:

TIF Counsel

Floyd & Driver, PLLC
Attn: David Floyd
P.O. Box 396
Norman, Oklahoma 73070
Phone: (405) 364-6660
Email: david@floyddriverpllc.com

County

Board of County Commissioners of
Pittsburg County, Oklahoma
Attn: Chair
115 E Carl Albert Pkwy
McAlester, Oklahoma 74501

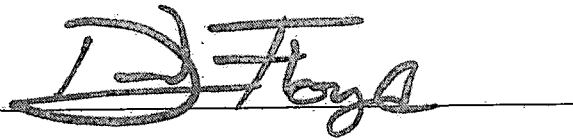
[Remainder of page left blank intentionally.]

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this Agreement dated and signed by an authorized officer, and we will then execute and return a fully executed Agreement to you for your files. We look forward to working with you.

IN WITNESS WHEREOF, the parties hereto have set their respective hands as of the date and year first above written.

TIF COUNSEL:
FLOYD & DRIVER, PLLC

By:

A handwritten signature in dark ink, appearing to read "D. Floyd", written over a horizontal line.

Accepted and Approved:

BOARD OF COUNTY COMMISSIONERS OF
PITTSBURG COUNTY, OKLAHOMA

By:

Title: Chairman

A handwritten signature in dark ink, appearing to be a stylized "C. J.", written over a horizontal line.