

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

AGENDA

DATE: FEBRUARY 18, 2020

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS' CONFERENCE ROOM  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PARKWAY  
MCALISTER, OKLAHOMA

**FILED**

FEB 14 2020

TIME 8:31 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:

1. CALL MEETING TO ORDER

2. ROLL CALL: CHARLIE ROGERS - CHAIRMAN  
ROSS SELMAN - VICE-CHAIRMAN  
KEVIN SMITH - MEMBER

3. APPROVAL OF AGENDA

4. APPROVE/DISAPPROVE MEETING MINUTES

A. Regular Meeting Minutes from February 10, 2020

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 at the discretion of the Chairman. Comments are limited to items on the agenda

6. OFFICIALS – DEPARTMENT REPORTS

A. COUNTY CLERK

- i. Letter Changing Receiving Officers – Indianola Volunteer Fire Department
- ii. Letter Appointing Requisition and Receiving Officers for the Mental Health Court & Misdemeanor Diversion Court

7. APPROVAL OF CLAIMS – FISCAL TRANSACTIONS AFTER REVIEW & SIGNATURE

A. BLANKET PURCHASE ORDERS

B. FUEL BIDS

8. UNFINISHED BUSINESS

NONE

9. AGENDA ITEMS

- A. Verbally Approve/Disapprove Municipal Finance Agreement between Canon Financial Services, INC. and the Pittsburg County Treasurer
- B. Resolution 20-220 to Accept Donation – Animal Shelter
- C. Approve/Disapprove Lease Agreement Lazy Horse Ranch, LLC & Pittsburg County District 1 for property located next to the Pittsburg County District 1 Shop in Quinton
- D. Resolution 20-221 to Advertise for a New Phone System for Pittsburg County

10. ROAD CROSSING PERMIT

NONE

11. NEW BUSINESS

- A. Consideration and Possible Action with respect to any other matters not known about or which could not have been foreseen prior to posting the agenda.

12. 10:00 A.M. - PUBLIC HEARINGS

NONE

13. 10:00 A.M. - BIDS

NONE

14. RECESS OR ADJOURNMENT



CLERK

*INDIANOLA VOLUNTEER FIRE DEPARTMENT  
WOULD LIKE TO REMOVE BOB HERRIN  
FROM THE RECEIVING AND ADD LORETTA BROWN  
TO TAKE THAT POSITION.*

*SIGNED BY CHIEF JIM HERRIN*

*Jim Herrin*



**THE OFFICE OF DISTRICT JUDGE  
MICHAEL W. HOGAN**  
*EIGHTEENTH JUDICIAL DISTRICT*  
*115 E. CARL ALBERT PARKWAY*  
*McALESTER, OK 74501*  
*(918) 423-6866*

February 18, 2020

Sandra Crenshaw  
Pittsburg County Commissioners Office

As you are aware there is a new Mental Health Court and Misdemeanor Diversion Program for District 18. Moving forward I am aware that we need to name our officers for the programs. I will be listed as a requisition officer with Gary Smith as my co-requisition officer. If the need arises for an additional requisition officer I would suggest Ms. Debbie Moran. Shelley Kelley will be receiving officer. Please do not hesitate to contact my office if you need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Hogan".

Michael W. Hogan  
District Judge, 18<sup>th</sup> Judicial District



Ram, Inc. submits the following fuel bids for the week: February 17th, 2020.

UL	CLEAR	DYED	LP
1.9575	1.9400	1.9400	1.7900

Thank You,



Twilah Monroe

**RAM, Inc.**  
**W.E. ALLFORD PROPANE CO.**  
P.O. Box 1850 • McAlester, OK 74502

RETURN SERVICE REQUESTED

*fit Co Bod*

**FILED**

FEB 18 2020

TIME 8:23 AM  
HOPE TRAMMELL COUNTY CLERK  
PITTSBURG COUNTY

BY SK DEPUTY



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

**MUNICIPAL FINANCE AGREEMENT**  
 CFS-1045 (05/17)

CFS' AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME) PITTSBURG, COUNTY OF	DBA PITTSBURG COUNTY TREASURER	PHONE 918-423-6895
BILLING ADDRESS 115 E CARL ALBERT PKWY ROOM #2	CITY MCALESTER	COUNTY PITTSBURG
EQUIPMENT ADDRESS SAME AS BILLING	CITY	COUNTY
	STATE OK	ZIP 74501
	STATE	ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	2RK08314	CANON IMR-4535I III COPIER SYSTEM	60	\$144.00
TERM: 60 months			PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	
				* Plus Applicable Taxes

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

<p><b>ACCEPTED</b></p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>AUTHORIZED CUSTOMER SIGNATURE</b></p> <p>By: X <u>Jennifer Lenex-Hackler</u> Title: _____</p> <p>Printed Name: <u>Jennifer Lenex-Hackler</u> Email Address: _____</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____ Email Address: _____</p>
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To: Canon Financial Services, Inc. ("CFS")

**ACCEPTANCE CERTIFICATE**

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

Signature: Jennifer Lenex-Hackler Printed Name: Jennifer Lenex-Hackler Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

- AGREEMENT:** CFS leases to Customer, a PITTSBURG, COUNTY OF [state name or political subdivision or agency] of OKLAHOMA [State name] with its chief executive office at 115 E CARL ALBERT PKWY ROOM #2 MCALESTER, OK 74501, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
- TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
- PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
- APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.



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

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

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

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

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

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

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

18. **ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

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

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

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

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

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

23. **UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

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

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

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

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

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

RESOLUTION  
20-220

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 18, 2020

WHEREAS, the following individual wishes to make a donation to the Pittsburg County Animal Shelter:

Jan Grubbs - \$500.00

WHEREAS, the Board of County Commissioners accept the donation on behalf of the Pittsburg County Animal Shelter, to be deposited into the Animal Shelter Donation account, to be used for items that cannot be purchased through county sales tax dollars.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the donation, to be deposited into the Animal Shelter Donation account.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

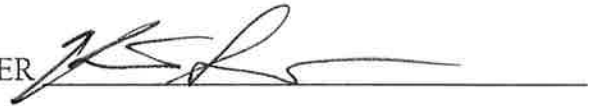
CHAIRMAN



MEMBER



MEMBER



COUNTY CLERK



**Edward Jones**  
MAKING SENSE OF INVESTING

201 Progress Parkway  
Maryland Heights, MO 63043

The Northern Trust Company  
Oak Brook, IL

Check Number  
145535574

VOID AFTER 180 DAYS

Date: 02/06/2020

70.2382  
719

PAY: \*\*\*FIVE HUNDRED AND 00/100 DOLLARS\*\*\*

Pay to the order of: PITTSBURG CNTY ANIMAL SHELTER  
ATTN MICHELLE VAN PELT  
1206 N WEST STREET  
MCALESTER OK 74501-0000

Amount \$\*\*\*\*\*500.00



DESCRIPTION	Amount
Check 145535574	

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

# RECEIPT

No:22351

ANIMAL SHELTER

(office or board)

PITTSBURG COUNTY  
STATE OF OKLAHOMA

MCALESTER, OKLAHOMA 2-11-20

Received of Jan Grubbs \$ 500.00

Five hundred dollars Dollars

Purpose Donation

Chairman, BOCC  
Officer

By LS  
Deputy

*Donation*

**LEASE AGREEMENT**

This indenture made and entered into this 11<sup>th</sup> day of February, 2020, by and between the Lazy Horse Ranch, LLC (OWNERS: LARRY & JANICE HENSLEY), hereinafter called the Party of the First Part, and the Board of County Commissioners, Pittsburg County, Oklahoma, hereinafter call the Party of the Second Part.

That the Party of the First Part is the owner of the following described real estate and premises situated in Pittsburg County, State of Oklahoma, to-wit:

BEG AT INTERSEC PT OF WLY LN BROADWAY ST & amp; NLY LN OF FT SMITH & amp; WESTERN RR ROW SAID PT BEING AT SE/C BLK 59 TH WLY ALG NLY BDRY OF FT SMITH & amp; WESTERN ROW A DIST 200' TH 90 TO LEFT 25' TO POB, TH 90 TO RIGHT 100' TO ELY BDRY OF L ST TH 90 TO LEFT ALG ELY BDRY OF L ST. 100' TH 90 TO LEFT 100' TH 90 TO LEFT 100' TO POB: BLK 59 QUINTON




**TO HAVE AND TO HOLD** the same unto the Party of the Second Part commencing on the 1<sup>st</sup> day of February, 2020 and ending of the 31<sup>st</sup> day of December, 2020, when said tenancy shall expire, unless option is made to renew the lease for the same sum. The exercise of such option shall be accomplished by the issuance of a purchase order upon or within ten (10) days after the expiration of the terms of this lease or any renewal then in effect. If either party wishes to terminate this agreement before the expiration day, a 30-day notice shall be given.

For the use of said premises for the term set out above, the said Party of the Second Part agrees to pay the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on a yearly basis.

Party of the Second Part agrees to keep and maintain said property in a businesslike manner. It is further agreed that the Party of the Second part can erect or place any buildings that are necessary, without any expense to the Party of the First Part, with the privilege of removing these buildings at the expiration of this lease. Any improvements to the said premises are to be made by the Party of the Second Part and without expense to the Party of the First Part. This lease is subject to sale of the property by the Party of the First Part. This lease may be renewed at the option of the Party of the Second Part.

**BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA**

*Party of the Second Part:*

  
Chairman  
  
Vice-Chairman  
  
Member



ATTEST:

  
County Clerk

*Party of the First Part:*

  
*By*   
Lazy Horse Ranch, LLC  
Owners - Larry and Janice Hensley

**PITTSBURG COUNTY COMMISSIONER  
FEBRUARY 18, 2020  
MEETING MINUTES**

**The Board of County Commissioners, Pittsburg County, met in regular session on February 18, 2020 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 8:31 A.M., February 14, 2020.**

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

**2. ROLL CALL:** Roll was called.

Charlie Rogers	Present
Ross Selman	Present
Kevin Smith	Present

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**4. APPROVE/DISAPPROVE MINUTES FROM:**

**A. REGULAR MEETING MINUTES FROM FEBRUARY 10, 2020:** The minutes from the previous meeting, February 10, 2020 regular meeting were read. Selman made a motion to approve the minutes; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**5. RECOGNITION OF GUESTS/PUBLIC COMMENTS:** None.

**6. OFFICIALS – DEPARTMENT REPORTS:**

**A. COUNTY CLERK:**

**i. LETTER CHANGING THE RECEIVING OFFICERS – INDIANOLA VOLUNTEER FIRE DEPARTMENT:** Rogers read a letter from Jim Herrin, Indianola Fire Chief changing the receiving officers for the fire department.

**ii. LETTER APPOINTING REQUISITIONING AND RECEIVING OFFICERS FOR THE MENTAL HEALTH COURT & MISDEMEANOR DIVERSION COURT:** Rogers read a letter from District Judge Michael Hogan appointing the requisitioning and receiving officers for the mental health court and misdemeanor diversion court.

**7. APPROVAL OF CLAIMS-FISCAL TRANSACTIONS:** Smith made a motion to approve the purchase orders for payment after review and signature; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**A. APPROVAL OF BLANKET PURCHASE ORDERS:**

DEPT	PO	AMOUNT	VENDOR
District #3	6836	\$1,000.00	Kiamichi Automotive
District #3	6837	\$4,000.00	B&L Transport
District #1	6838	\$1,000.00	Jet Tire
District #1	6839	\$ 500.00	Kiamichi Automotive
District #1	6841	\$1,000.00	OK Tire
District #1	6842	\$ 500.00	Weldon Parts
District #2	6843	\$4,000.00	Parrott Trucking

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**February 18, 2020**  
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<b>DEPT</b>	<b>PO</b>	<b>AMOUNT</b>	<b>VENDOR</b>
District #2	6844	\$1,000.00	Kiamichi Automotive
Sheriff	6845	\$ 200.00	Jet Tire
Sheriff	6848	\$ 200.00	Locke Supply
Sheriff	6849	\$ 200.00	Lowes
Sheriff	6850	\$ 200.00	Atwoods
Sheriff	6851	\$ 400.00	Pepsi Cola
Jail M&O	6852	\$ 100.00	Medicine Shop
Jail M&O	6853	\$ 100.00	Woods Pharmacy

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

AYE: Charlie Rogers  
 Ross Selman  
 Kevin Smith

NAY: None.

Motion Passed.

**B. WEEKLY FUEL BIDS:** The Following fuel bids were received.

<b>VENDOR</b>	<b>UNLEADED NON ETHANOL</b>	<b>UNDYED LOW S. DIESEL</b>	<b>DYED LOW S. DIESEL</b>	<b>PROPANE</b>
<b>RAM INC.</b>	1.9575	1.9400	1.9400	1.7900
<b>HOOTEN</b>	2.0360	2.0281	2.0316	No Bid
<b>HOPKINS</b>	2.0300	1.9800	1.9800	1.7900

Selman made a motion to award unleaded, undyed low sulfur diesel and dyed low sulfur diesel to Ram and propane to Ram and Hopkins with the stipulation that if the fuel cannot be delivered to move to the next lowest bidder; seconded by Rogers.

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**February 18, 2020**  
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AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**8. UNFINISHED BUSINESS:** None.

**9. AGENDA ITEMS:**

**A. VERBALLY APPROVE/DISAPPROVE MUNICIPAL FINANCE AGREEMENT BETWEEN CANON FINANCIAL SERVICES, INC. AND THE PITTSBURG COUNTY TREASURER:** Smith made a motion to approve the lease agreement; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**B. RESOLUTION 20-220 TO ACCEPT DONATION – ANIMAL SHELTER:** Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.



**C. APPROVE/DISAPPROVE LEASE AGREEMENT LAZY HORSE RANCH, LLC & PITTSBURG COUNTY DISTRICT 1 FOR PROPERTY LOCATED NEXT TO THE PITTSBURG COUNTY DISTRICT 1 SHOP IN QUINTON:** Rogers explained the lease agreement. Rogers made a motion to approve the lease agreement; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**D. RESOLUTION 20-221 TO ADVERTISE FOR A NEW PHONE SYSTEM FOR PITTSBURG COUNTY:** Rogers made a motion to table the item; seconded by Smith.

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed.

**10. ROAD CROSSING PERMITS:** None.

**11. NEW BUSINESS:**

**A. CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING THE AGENDA:** Selman asked Sheriff Morris about signing the 911 agreement. Morris stated that he would like to meet with the commissioners first.

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

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**February 18, 2020**  
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**13. 10:00 A.M. – BID OPENINGS:** None.

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

AYE: Charlie Rogers  
Ross Selman  
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

# Purchase Orders By Account

Fiscal Year : 2019-2020

Date Range: 02/18/2020 to 02/18/2020

PO	Warrant No.	Vendor Name	Purpose	Amount
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## ANIMAL SHELTER MAINTENANCE & OPERATIONS

### AS-MO

005519	000470	H2O DEPOT	BLANKET	\$ 10.00
006129	000471	ZOETIS US LLC	KENNEL SUPPLIES	\$ 568.79
006488	000472	PRO KILL INC.	MONTHLY SERVICE	\$ 75.00
006520	000473	ADA PAPER COMPANY	KENNEL SUPPLIES	\$ 279.84
006570	000474	MWI VET SUPPLY	VET SUPPLIES	\$ 634.44
			<b>Total:</b>	<b>\$ 1,568.07</b>

## CIVIL DEFENSE

### CD-2

006388	000100	CINTAS FIRST AID AND SAFETY #418	FIRST AID SUPPLIES	\$ 52.81
006518	000101	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 135.58
006723	000102	VYVE BROADBAND	MONTHLY SERVICE	\$ 119.70
006724	000103	AT&T MOBILITY	MONTHLY SERVICE	\$ 657.22
006755	000104	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 42.96
			<b>Total:</b>	<b>\$ 1,008.27</b>

## FIRE DEPARTMENTS SALES TAX

### FD-ALDSN-2

005832	000782	TESSCO	ANTENNA ETC.	\$ 126.72
			<b>Total:</b>	<b>\$ 126.72</b>

### FD-ALDSN-2B

006763	000783	WELCH STATE BANK	LEASE PAYMENT	\$ 784.34
			<b>Total:</b>	<b>\$ 784.34</b>

### FD-ALDSN-3

005927	000784	ICOM AMERICA INC.	MOBILE RADIO	\$ 247.86
			<b>Total:</b>	<b>\$ 247.86</b>

### FD-BGTSL-2

006815	000785	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 20.00
006816	000786	FIRE SUPPLY AND CONSULTING	CONSULTING FEES	\$ 3,500.00
006517	000787	FREEDOM FORD	OIL CHANGES	\$ 233.27

PO	Warrant No.	Vendor Name	Purpose	Amount
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## FIRE DEPARTMENTS SALES TAX

### FD-BGTSL-2

**Total: \$ 3,753.27**

### FD-BGTSL-2B

006765	000788	WELCH STATE BANK	LEASE PAYMENT	\$ 1,018.50
006766	000789	WELCH STATE BANK	LEASE PAYMENT	\$ 1,843.83
			<b>Total:</b>	<b>\$ 2,862.33</b>

### FD-BLNCO-2

003634	000790	COMDATA	FUEL	\$ 187.52
006662	000791	RURAL WATER DIST #8	MONTHLY SERVICE	\$ 20.00
			<b>Total:</b>	<b>\$ 207.52</b>

### FD-BLNCO-2B

006764	000792	ARMSTRONG BANK	LEASE PAYMENT	\$ 723.53
			<b>Total:</b>	<b>\$ 723.53</b>

### FD-CANDN-2

006757	000793	FIREPROGRAMS	SOFTWARE SUPPORT	\$ 946.00
006758	000794	FIRE SUPPLY AND CONSULTING	CONSULTING FEES	\$ 3,500.00
006759	000795	CANADIAN VALLEY TELEPHONE	MONTHLY SERVICE	\$ 138.83
			<b>Total:</b>	<b>\$ 4,584.83</b>

### FD-CANSH-2

006678	000796	RURAL WATER DIST #18	MONTHLY SERVICE	\$ 200.00
006679	000797	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 178.45
006680	000798	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 74.41
006681	000799	OKLA. TELEPHONE & TELEGRAPH	MONTHLY SERVICE	\$ 141.83
006682	000800	MCI	MONTHLY SERVICE	\$ 27.67
			<b>Total:</b>	<b>\$ 622.36</b>

### FD-CRWDR-2

006801	000801	FIRE SUPPLY AND CONSULTING	CONSULTING FEES	\$ 3,500.00
			<b>Total:</b>	<b>\$ 3,500.00</b>

### FD-CRWDR-2B

006767	000802	WELCH STATE BANK	LEASE PAYMENT	\$ 3,578.29
			<b>Total:</b>	<b>\$ 3,578.29</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>FIRE DEPARTMENTS SALES TAX</b>				
<b>FD-HGHIL-2</b>				
006824	000803	REPUBLIC SERVICES # 375	MONTHLY SERVICE	\$ 100.54
			<b>Total:</b>	<b>\$ 100.54</b>
<b>FD-HGHIL-2B</b>				
006768	000804	WELCH STATE BANK	LEASE PAYMENT	\$ 1,031.08
			<b>Total:</b>	<b>\$ 1,031.08</b>
<b>FD-HLYVL-3</b>				
005909	000805	CHICKASAW PERSONAL COMMUNICA	RADIOS ETC	\$ 12,136.84
			<b>Total:</b>	<b>\$ 12,136.84</b>
<b>FD-HWARP-2</b>				
005177	000806	WEDDLE SIGNS	TRUCK DECALS	\$ 7,450.00
			<b>Total:</b>	<b>\$ 7,450.00</b>
<b>FD-HWARP-2B</b>				
006769	000807	WELCH STATE BANK	LEASE PAYMENT	\$ 1,067.28
			<b>Total:</b>	<b>\$ 1,067.28</b>
<b>FD-HWY9-2</b>				
006643	000808	T & B TIRE AND AUTOMOTIVE	TIRES	\$ 580.00
			<b>Total:</b>	<b>\$ 580.00</b>
<b>FD-HWY9-3</b>				
005224	000809	CASCO INDUSTRIES	PUMP	\$ 2,170.00
			<b>Total:</b>	<b>\$ 2,170.00</b>
<b>FD-INDIN-2</b>				
006666	000810	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 49.91
			<b>Total:</b>	<b>\$ 49.91</b>
<b>FD-KIOWA-2B</b>				
006770	000811	WELCH STATE BANK	LEASE PAYMENT	\$ 1,255.55
			<b>Total:</b>	<b>\$ 1,255.55</b>
<b>FD-KREBS-2B</b>				
006761	000812	WELCH STATE BANK	LEASE PAYMENT	\$ 2,409.70
006762	000813	WELCH STATE BANK	LEASE PAYMENT	\$ 1,751.47
006771	000814	WELCH STATE BANK	LEASE PAYMENT	\$ 1,751.47

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>FIRE DEPARTMENTS SALES TAX</b>				
<b>FD-KREBS-2B</b>				
006772	000815	WELCH STATE BANK	LEASE PAYMENT	\$ 2,409.70
			<b>Total:</b>	<b>\$ 8,322.34</b>
<b>FD-PTSBG-2</b>				
006830	000816	WINDSTREAM	MONTHLY SERVICE	\$ 174.96
			<b>Total:</b>	<b>\$ 174.96</b>
<b>FD-QUIN-2B</b>				
006773	000817	WELCH STATE BANK	LEASE PAYMENT	\$ 3,569.05
			<b>Total:</b>	<b>\$ 3,569.05</b>
<b>FD-SAMPT-2B</b>				
006774	000818	K & B GENERAL CONSTRUCTION INC.	LEASE PAYMENT	\$ 1,375.19
006775	000819	WELCH STATE BANK	LEASE PAYMENT	\$ 2,179.94
			<b>Total:</b>	<b>\$ 3,555.13</b>
<b>FD-SHGRV-2B</b>				
006776	000820	WELCH STATE BANK	LEASE PAYMENT	\$ 690.08
			<b>Total:</b>	<b>\$ 690.08</b>
<b>FORFEITURE</b>				
<b>FT-4</b>				
006823	000046	US CELLULAR	MONTHLY SERVICE	\$ 207.79
			<b>Total:</b>	<b>\$ 207.79</b>
<b>FT-5</b>				
006821	000047	KREBS POLICE DEPARTMENT	FORFEITURE	\$ 10,292.00
			<b>Total:</b>	<b>\$ 10,292.00</b>
<b>GENERAL</b>				
<b>A-2</b>				
005967	002606	MABRY, JILL	TRANSCRIPTS	\$ 644.00
006822	002607	US CELLULAR	MONTHLY SERVICE	\$ 67.62
			<b>Total:</b>	<b>\$ 711.62</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>GENERAL</b>				
<b>B-2</b>				
006168	002608	HOLMANS FAST LUBE	OIL CHANGE ETC	\$ 245.15
006170	002609	ATWOODS	MAINTENANCE SUPPLIE	\$ 200.93
006638	002610	TRAMMELLS AUTOMOTIVE	LABOR	\$ 70.00
005681	002639	BANK OF AMERICA	SIREN	\$ 119.00
			<b>Total:</b>	<b>\$ 635.08</b>
<b>D-2</b>				
006542	002611	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 37.00
006671	002612	WAV 11	ANTIVIRUS LICENSE	\$ 192.00
006799	002613	ACCO	REGISTRATION	\$ 35.00
005632	002640	BANK OF AMERICA	LODGING	\$ 105.00
005675	002641	BANK OF AMERICA	ROLLING CASE	\$ 62.39
			<b>Total:</b>	<b>\$ 431.39</b>
<b>F-2</b>				
006594	002614	ADA PAPER COMPANY	COPY PAPER	\$ 502.80
006780	002615	THE BANK N.A.	SAFE DEPOSIT BOX REN	\$ 50.00
006783	002616	PITNEY BOWES	POSTAGE METER LEASE	\$ 244.16
006800	002617	ACCO	REGISTRATION FEE	\$ 95.00
005706	002642	BANK OF AMERICA	OFFICE SUPPLIES	\$ 124.78
005755	002643	BANK OF AMERICA	CASH DRAWERS	\$ 641.70
			<b>Total:</b>	<b>\$ 1,658.44</b>
<b>FPB-1B</b>				
006665	002618	CATHEY, TAWANNA R.	TRAVEL	\$ 259.96
			<b>Total:</b>	<b>\$ 259.96</b>
<b>H-1B</b>				
006745	002619	FIELDS, MICHELLE D.	TRAVEL	\$ 203.85
006746	002620	RIDENOUR, CATHY L.	TRAVEL	\$ 42.07
006747	002621	WILLIAMSON, ETTA F.	TRAVEL	\$ 206.23
			<b>Total:</b>	<b>\$ 452.15</b>
<b>H-2</b>				
005057	002622	EMBASSY SUITES	LODGING	\$ 600.00
006728	002623	XEROX CORPORATION	COPIER LEASE	\$ 376.59
			<b>Total:</b>	<b>\$ 976.59</b>
<b>R-1A</b>				
006835	002624	EXPRESS SERVICES INC	CONTRACT SERVICES	\$ 648.80

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>GENERAL</b>				
<b>R-1A</b>				
			<b>Total:</b>	<b>\$ 648.80</b>
<b>R-2</b>				
006516	002625	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 45.78
006519	002626	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 194.12
006544	002627	COMPLIANCE RESOURCE GROUP	DRUG TESTING SUPPLIE	\$ 950.00
006555	002628	MIDWEST PRINTING	RECEIVING REPORTS	\$ 539.37
006563	002629	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 147.50
006750	002630	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 280.67
006781	002631	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 3,445.26
006782	002632	LINGO COMMUNICATIONS	MONTHLY SERVICE	\$ 114.08
006784	002633	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 454.80
006785	002634	VYVE BROADBAND	MONTHLY SERVICE	\$ 56.22
006790	002635	GREEN GUARD FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 66.06
005708	002644	BANK OF AMERICA	ROLLING CASE	\$ 249.56
005735	002645	BANK OF AMERICA	DRUG TESTING SUPPLIE	\$ 192.15
005877	002646	BANK OF AMERICA	DRUG TESTING SUPPLIE	\$ 1,126.89
006626	002647	BANK OF AMERICA	LOCK REMOVAL	\$ 52.82
			<b>Total:</b>	<b>\$ 7,915.28</b>
<b>R-3</b>				
005878	002648	BANK OF AMERICA	BREATH ALCOHOL TEST	\$ 1,395.00
			<b>Total:</b>	<b>\$ 1,395.00</b>
<b>SL-2</b>				
006791	002636	GREEN GUARD FIRST AID & SAFETY	FIRST AID SUPPLIES	\$ 63.72
006793	002637	ROYAL PRINTING CO.	BALLOTS	\$ 1,440.45
			<b>Total:</b>	<b>\$ 1,504.17</b>
<b>SR-2</b>				
002475	002638	CLIFFORD POWER SYSTEMS	BATTERIES	\$ 380.00
			<b>Total:</b>	<b>\$ 380.00</b>
<b>HEALTH</b>				
<b>MD-1B</b>				
005601	000244	MARSTON, MICHELLE	TRAVEL	\$ 78.66
			<b>Total:</b>	<b>\$ 78.66</b>



PO	Warrant No.	Vendor Name	Purpose	Amount
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## HEALTH

### MD-2

006817	000245	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	\$ 2,500.00
			<b>Total:</b>	<b>\$ 2,500.00</b>

## HIGHWAY CASH

### T-1B #1

006749	002029	MATHIS, DONALD W.	TRAVEL EXPENSES	\$ 16.66
			<b>Total:</b>	<b>\$ 16.66</b>

### T-2 #1

006796	002030	ACCO	REGISTRATION	\$ 130.00
			<b>Total:</b>	<b>\$ 130.00</b>

### T-2 #2

006797	002031	ACCO	REGISTRATION	\$ 95.00
			<b>Total:</b>	<b>\$ 95.00</b>

### T-2 #3

006798	002032	ACCO	REGISTRATION	\$ 95.00
			<b>Total:</b>	<b>\$ 95.00</b>

## HIGHWAY SALES TAX

### TST-2 #1

005313	001916	CODA	CONFERENCE FEES	\$ 200.00
005510	001917	COMDATA	BLANKET	\$ 142.71
005540	001918	CINTAS CORPORATION # 618	BLANKET	\$ 1,394.50
005543	001919	LINDLEYS GROCERY	BLANKET	\$ 50.52
005545	001920	OK TIRE	BLANKET	\$ 422.32
005549	001921	SOUTHEAST AUTOMOTIVE	BLANKET	\$ 357.12
005869	001922	STIGLER STONE	1" CRUSHER RUN	\$ 4,136.48
005903	001923	INTERSTATE BILLING SERVICE INC.	EQUIP PARTS	\$ 518.31
005937	001924	DOLESE	8" DRY SURGE	\$ 4,365.25
005991	001925	STIGLER STONE	1" CRUSHER RUN	\$ 3,900.48
006042	001926	STIGLER STONE	1" CRUSHER RUN	\$ 4,031.60
006055	001927	DOLESE	GRAVEL	\$ 4,395.25
006095	001928	STIGLER STONE	1" CRUSHER RUN	\$ 4,044.56
006141	001929	STIGLER STONE	1" CRUSHER RUN	\$ 3,970.72
006173	001930	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 87.99
006174	001931	WELDON PARTS INC.	EQUIP PARTS	\$ 458.48

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>HIGHWAY SALES TAX</b>				
<b>TST-2 #1</b>				
006181	001932	FENSCO INC	GREY PIPE	\$ 15,235.53
006177	001933	SOUTHEAST AUTOMOTIVE	AUTO & SHOP SUPPLIES	\$ 386.04
006197	001934	DOLESE	1 1/2" CRUSHER RUN	\$ 4,396.93
006198	001935	TULSA ASPHALT LLC	HOT MIX/COLD LAY	\$ 1,240.15
006200	001936	STIGLER STONE	1" CRUSHER RUN	\$ 4,215.84
006206	001937	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 102.00
006277	001938	DOLESE	1 1/2" CRUSHER RUN	\$ 4,352.64
006293	001939	STIGLER STONE	1" CRUSHER RUN	\$ 4,176.40
006311	001940	STIGLER STONE	1" CRUSHER RUN	\$ 4,091.60
006449	001941	PRO KILL INC.	QUARTERLY SERVICE	\$ 96.00
006451	001942	QUINTON PARTS SUPPLY	SHOP SUPPLIES	\$ 14.78
006452	001943	DOLESE	1 1/2" CRUSHER RUN	\$ 4,317.55
006456	001944	RAM INC	FUEL	\$ 3,387.61
006465	001945	YELLOW HOUSE MACHINE	PETROLEUM PRODUCTS	\$ 71.61
006477	001946	LOWES	SHOP SUPPLIES	\$ 270.67
006478	001947	OKLAHOMA TAX COMMISSION	TAG & TITLE	\$ 73.00
006485	001948	T & B TIRE AND AUTOMOTIVE	FLAT REPAIR	\$ 10.00
006521	001949	MILLER OFFICE EQUIPMENT	COLOR COPIES	\$ 0.30
006522	001950	RAM INC	FUEL	\$ 2,668.42
006532	001951	JET TIRE SERVICE	TIRES & SERVICES	\$ 329.49
006559	001952	BRUCKNER TRUCK SALES INC	FILTERS	\$ 222.09
006572	001953	WALMART COMMUNITY/SNYCB	BOTTLE WATER	\$ 186.24
006615	001954	HOOTEN OIL CO	PETROLEUM PRODUCTS	\$ 289.41
006655	001955	VYVE BROADBAND	MONTHLY INTERNET SE	\$ 205.83
006656	001956	AIRGAS	ACTYLENE & OXYGEN	\$ 217.84
006669	001957	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 229.16
006685	001958	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 231.78
006826	001959	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 104.51
006827	001960	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 84.87
			<b>Total:</b>	<b>\$ 83,684.58</b>

**TST-2 #2**

002994	001961	KIRBY SMITH INC.	PARTS	\$ 85.75
006210	001962	DOLESE	1 1/2" ODOT BASE TYPE	\$ 20,699.50
006431	001963	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,577.00
			<b>Total:</b>	<b>\$ 22,362.25</b>

**TST-2 #3**

004487	001964	BEALES GOODYEAR	TIRES & SERVICES	\$ 966.28
004924	001965	ADVANCED WORKZONE	JACKETS	\$ 75.00
005080	001966	ADVANCED WORKZONE	JACKETS	\$ 75.00
005523	001967	KIAMICHI AUTOMOTIVE WAREHOUSE	BLANKET	\$ 1,424.14
005527	001968	JAMES SUPPLIES	BLANKET	\$ 301.37

PO	Warrant No.	Vendor Name	Purpose	Amount
<b>HIGHWAY SALES TAX</b>				
<b>TST-2 #3</b>				
005531	001969	GREEN GUARD FIRST AID & SAFETY	BLANKET	\$ 179.82
005868	001970	AIRGAS	WELDING SUPPLIES	\$ 364.42
006010	001971	OK TIRE	BULK OIL	\$ 2,891.25
006022	001972	BEMAC SUPPLY	PARTS	\$ 3.43
006046	001973	DOLESE	1 1/2" CRUSHER RUN	\$ 8,651.54
006049	001974	DOLESE	#4 SCREENINGS	\$ 832.53
006056	001975	BRUCKNER TRUCK SALES INC	EQUIP PARTS	\$ 260.49
006080	001976	FLEET PRIDE	SHOP SUPPLIES	\$ 726.17
006083	001977	RAM INC	FUEL	\$ 4,040.55
006098	001978	DOLESE	1 1/2" ODOT BASE TYPE	\$ 3,061.24
006117	001979	T & W TIRE	ROTATE & BALANCE	\$ 60.00
006215	001980	BRUCKNER TRUCK SALES INC	PARTS	\$ 109.24
006258	001981	WARREN POWER & MACHINERY INC.	PARTS	\$ 27.58
006260	001982	DISCOUNT STEEL	ANGLE IRON	\$ 117.50
006273	001983	TRACTOR SUPPLY CREDIT PLAN	TOOLBOX	\$ 479.98
006274	001984	OK TIRE	PETROLEUM PRODUCTS	\$ 988.66
006323	001985	ROBERTS WINDOW TINTING	TINTING	\$ 145.00
006347	001986	STANDARD MACHINE & WELDING	FUEL CAP	\$ 20.00
006443	001987	B & L TRANSPORT	CONTRACT HAULING	\$ 3,945.60
006444	001988	DOLESE	1 1/2" ODOT BASE TYPE	\$ 5,151.84
006445	001989	FLEET PRIDE	PARTS	\$ 761.06
006476	001990	ANCHOR AUTO & WELDING REPAIR LL	PARTS	\$ 1,239.15
006489	001991	DISCOUNT STEEL	TUBING	\$ 80.40
006510	001992	STANDARD MACHINE & WELDING	PARTS	\$ 10.00
006512	001993	RAM INC	FUEL	\$ 2,915.95
006543	001994	COMPLIANCE RESOURCE GROUP	DRUG TESTING	\$ 37.00
006545	001995	T & B TIRE AND AUTOMOTIVE	TIRES & SERVICES	\$ 797.40
006546	001996	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 1,393.25
006561	001997	DOLESE	1 1/2" ODOT BASE TYPE	\$ 5,190.88
006618	001998	DOLESE	GRAVEL	\$ 5,195.23
006653	001999	DOLESE	1 1/2" ODOT BASE TYPE	\$ 10,347.81
006668	002000	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 73.83
006684	002001	DOLESE	1 1/2" ODOT BASE TYPE	\$ 5,190.00
006748	002002	DOLESE	1 1/2" ODOT BASE TYPE	\$ 5,154.33
006658	002006	BANK OF AMERICA	SHIPPING	\$ 6.99
			<b>Total:</b>	<b>\$ 73,291.91</b>

**TST-AP-2**

005596	002003	DOLESE	#4 SCREENINGS	\$ 4,473.28
005907	002004	YELLOW HOUSE MACHINE	PETROLEUM PRODUCTS	\$ 71.61
005950	002005	CUSTOM PRODUCTS CORPORATION	SIGNS & SIGN SUPPLIES	\$ 47.60
			<b>Total:</b>	<b>\$ 4,592.49</b>

PO	Warrant No.	Vendor Name	Purpose	Amount
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## JAIL MAINTENANCE & OPERATIONS

### JAIL-MO

004862	000670	WAV 11	PRINTER & INSTALLATIO	\$ 115.00
006673	000671	SADLER REFRIGERATION	FREEZER REPAIR	\$ 511.00
004180	000672	BANK OF AMERICA	KITCHEN SUPPLIES	\$ 30.30
005142	000673	BANK OF AMERICA	SENSOR	\$ 57.00
005987	000674	BANK OF AMERICA	SECURITY REPAIR PART	\$ 620.86
			<b>Total:</b>	<b>\$ 1,334.16</b>

## PITTSBURG COUNTY 911

### PC-E911

006657	000003	CITY OF MCALESTER	911 WIRELINE SURCHAR	\$ 22,644.96
			<b>Total:</b>	<b>\$ 22,644.96</b>

## SHERIFF COMMISSARY FUND

### SCF-2

006503	000203	COMMISSARY EXPRESS	COMMISSARY SUPPLIES	\$ 1,623.30
006786	000204	BANCFIRST	MONTHLY SERVICE	\$ 151.65
005743	000205	BANK OF AMERICA	SWITCH	\$ 35.91
			<b>Total:</b>	<b>\$ 1,810.86</b>

## SHERIFF SERVICE FEE

### B4-2

006811	000727	SHRED-IT	SHRED SERVICE	\$ 95.55
003282	000741	BANK OF AMERICA	TRACKING DEVICE SERV	\$ 367.48
006373	000742	BANK OF AMERICA	HAND HELD RADIOS	\$ 85.99
			<b>Total:</b>	<b>\$ 549.02</b>

### B4-2B

006732	000728	WELCH STATE BANK	LEASE PAYMENT	\$ 651.00
006733	000729	WELCH STATE BANK	LEASE PAYMENT	\$ 557.34
006734	000730	WELCH STATE BANK	LEASE PAYMENT	\$ 557.34
006735	000731	WELCH STATE BANK	LEASE PAYMENT	\$ 674.08
			<b>Total:</b>	<b>\$ 2,439.76</b>

### B4-JAIL-2

004176	000732	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 695.22
004540	000733	GRAND TETON BOTTLING COMPANY	WATER & COOLER RENT	\$ 135.99
006413	000734	NIX AUTO CENTER	AUTO REPAIR	\$ 5,993.68

PO	Warrant No.	Vendor Name	Purpose	Amount
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**SHERIFF SERVICE FEE**

**B4-JAIL-2**

006414	000735	TRAMMELLS AUTOMOTIVE	ENGINE INSTALLATION	\$ 1,250.00
006812	000736	VYVE BROADBAND	MONTHLY SERVICE	\$ 211.51
005143	000743	BANK OF AMERICA	FILE CABINET	\$ 235.21
			<b>Total:</b>	<b>\$ 8,521.61</b>

**B4-JAIL-2A**

006560	000737	NIX AUTO CENTER	SEAL	\$ 16.03
006637	000738	NCIC	INMATE PHONE TIME	\$ 1,882.23
			<b>Total:</b>	<b>\$ 1,898.26</b>

**B4-JAIL-2B**

006730	000739	WELCH STATE BANK	LEASE PAYMENT	\$ 578.73
006731	000740	WELCH STATE BANK	LEASE PAYMENT	\$ 586.55
			<b>Total:</b>	<b>\$ 1,165.28</b>

**Grand Total: \$ 320,398.88**