

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

AGENDA

FILED

DATE: FEBRUARY 24, 2020

TIME: 9:00 A.M.

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

FEB 21 2020

TIME 8:19 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 18, 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. COMMISSIONERS
i. Southeastern Public Library System of Oklahoma Revised Budget for FY 2020

B. FLOODPLAIN

i. Floodplain Report for January 2020

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

A. BLANKET PURCHASE ORDERS

B. FUEL BIDS

C. MONTHEND PAYROLL

8. UNFINISHED BUSINESS

A. Resolution 20-221 to Advertise for a new phone system for Pittsburg County

9. AGENDA ITEMS

A. Discussion regarding Letter of Support from the Pittsburg County Sheriff for the Pittsburg County 911 Center.
B. Discussion and Take Action to Approve Resolution supporting the Pittsburg County Sheriff in declaring Pittsburg County, Oklahoma, a 2nd Amendment Constitutional Rights Protected County.

C. Approve/Disapprove Lease Documents for Lease# 64449 for One (1) 2019 Ram 1500 Crew Cab – Sheriff

- D. Approve/Disapprove Lease Documents for Lease# 8400001379 for One (1) 2020 John Deere Motor Grader – District 1
- E. Approve/Disapprove Lease Documents for Lease# 840001353 for One (1) 2020 John Deere Motor Grader – District 1
- F. Approve/Disapprove Lease Documents for Lease# 64470 for One (1) Etrnyre Chip spreader – District 1
- G. Approve/Disapprove Amended Lease Documents for Lease 61207 for the Pittsburg County Asphalt Plant
- H. Approve/Disapprove Agreement between Pittsburg County and the Oklahoma Department of Wildlife for the purpose of road repair, improvements and maintenance on the Gary Sherrer Wildlife Management Area – District 2
- I. Approve/Disapprove Renewal Maintenance Contract Proposal between Pittsburg County Emergency Management and Miller Office Equipment
- J. Approve/Disapprove Bill of Sale between Public Service Company of Oklahoma and Pittsburg County Emergency Management for a Salvaged Metal Shipping Container/Building
- K. Resolution 20-222 to Declare Items Surplus – Sheriff
- L. Resolution 20-223 to Rescind Motion Approving Lease Documents for Lease# 64371 for One (1) 2019 Ram 1500 Crew Cab – Sheriff
- M. Resolution 20-224 to Accept Donation – Sheriff
- N. Resolution 20-225 to Cancel Free Fair Board Election Scheduled for March 12, 2020
- O. Resolution 20-226 to Appoint Board Members to the Pittsburg County Free Fair Board of Directors

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.

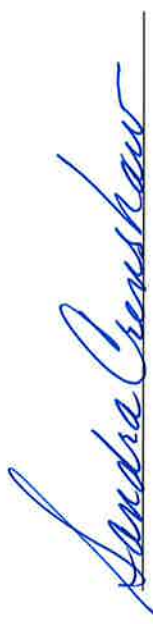
12. 10:00 A.M. – PUBLIC HEARINGS

None.

13. 10:00 A.M. – BIDS

None.

14. RECESS OR ADJOURNMENT



CLERK



**Southeastern Public Library
System of Oklahoma**

401 North Second Street
McAlester, Oklahoma 74501
918.426.0456

TO: County Commissions

FROM: Rhonda Tidwell, Administrative Manager

SUBJECT: Amended Fiscal Year 2020 Budget

DATE: February 12, 2020

Pursuant to 65 O.S. Supp.1993 4-105 (13)(b) of the Oklahoma Library Code and Section 205 of the Oklahoma Department of Libraries' Rules and Regulations, we are pleased to file the Amended Fiscal Year 2020 Budget for the Southeastern Public Library System of Oklahoma.

The enclosed Amended Fiscal Year 2020 Budget was approved by the Board of Trustees at their regularly scheduled meeting on January 21, 2020.

cc: Coal County
Choctaw County
Haskell County
Latimer County
LeFlore County
McCurtain County
Pittsburg County

SEPLSO FY 2020 Budget, Amended January 21, 2020

Income	Ad Valorem Income	4,994,436	
	State Aid	103,000	
	Interest	40,000	
	Fees & Charges	85,270	
	Donations	15,000	
	In-Kind Donations	30,000	
	Grant Income	10,000	
	Surplus Sales	4,000	
	Miscellaneous Income	4,000	
	Settlement Proceeds	118,900	
	Current Operating Reserve*	211,499	
	Total Income	<u><u>\$5,616,105</u></u>	
Expenses	Personnel Expenses	3,759,266	
	Informational Materials	711,745	
	Public & Technical Services	195,300	
	Operating Expenses	830,896	
	Settlement Expenses	118,900	
	Total Expenses	<u><u>\$5,616,106</u></u>	
	Net Ordinary Income	<u><u>\$0</u></u>	

APPROVED

January 21, 2020

*Covers an additional \$55,000 approved by the SEPLSO Board in May 2019 to cover McAlester Campaign Study and \$160,000 in retirement to allow employee contributions to be made monthly starting in January 2020.



OKLAHOMA

January 2020



Pittsburg County
Floodplain Management Board
Office of the Floodplain Administrator

Tawanna Cathey
Floodplain Administrator

Tawanna Cathey
Floodplain Administrator

Holly Sweetin
Deputy Floodplain Administrator

115 E. Carl Albert Pkwy, Room 101
McAlester, OK 74501
Phone: 918-423-4726
Fax: 918-423-7321
floodplain.pittsburgco@gmail.com

Snow Thrives Despite Warm January **Tue, Feb 04, 2020**

Although January's weather continued this winter's general tilt towards unusually mild conditions, that failed to prevent several bouts of wintry weather from striking the state. In true Oklahoma fashion, the first bout of snow and ice was foreshadowed by severe weather, including a couple of tornadoes. Those weak twisters struck on January 10 near Prague and Park Hill according to National Weather Service reports. The Park Hill tornado was the more destructive of the two, damaging roofs, outbuildings and trees. Notably, the first two tornadoes in 2019, on the way to a record total of 149, did not come until April 17. The snow and ice that followed the severe weather was generally light, but it was enough to disrupt traffic through the 11th. Localized amounts of 2-3 inches were reported in the northeast. Light freezing rain and snow created hazardous driving conditions across northern Oklahoma on the 17th and 22nd. The most impressive winter storm struck in the northwest on the 28th, however. A heavy wet snow – bolstered by half-dollar sized flakes – fell across the northwest quarter of the state. Totals from 3-5 inches were common, with as much as 10 inches being reported from Turpin in the eastern Panhandle. Heavy winds caused blowing and drifting snow and made for hazardous driving conditions. Despite the multitude of winter storms, most of the state lacked any significant snowfall for the season through January.

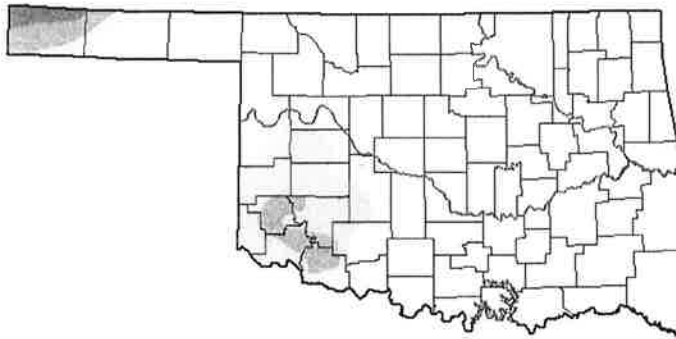
According to preliminary data from the Oklahoma Mesonet, the statewide average precipitation total was 3.48 inches, 1.92 inches above normal and ranked as the sixth wettest January since records began in 1895. Totals ranged from 4 to 8 inches across eastern Oklahoma, with the Cloudy Mesonet site leading the way at 8.08 inches. Boise City and Kenton were the only two sites failing to reach an inch of precipitation at 0.17 and 0.23 inches, respectively. Deficits of about a quarter-inch covered that area, while the rest of the state had surpluses of 1-5 inches. A very similar pattern emerged for the December-January period, with precipitation totals ranging from just under an inch in the far western Panhandle to more than 8 inches in the southeast. The December-January statewide average finished at 4.54 inches, a surplus of 0.92 inches, to rank as the 20th wettest such period on record.

The statewide average temperature was 41.9 degrees, 4.2 degrees above normal and the 14th warmest January on record. The Panhandle was an outlier at just 2.7 degrees above normal, but still warm enough to rank as the 18th warmest February for that area of the state. Above normal minimum temperatures were responsible for much of the state's positive January temperature anomaly. Lows were 5-6 degrees above normal while highs were generally 1-3 degrees above normal. There was a slew of 70s during January, with Hugo's 77 degrees on the 15th leading the pack. The lowest temperature recorded by the Mesonet was 5 degrees at Boise City on the 11th. The December-January statewide average of 42.5 degrees was the fifth-warmest first two months of winter on record, 4.2 degrees above normal. Remarkably, the Mesonet recorded only six single-digit temperatures at its 120 sites over that period.

The abundant moisture continued to slowly whittle away at persistent drought conditions across southwest Oklahoma and the western Panhandle. Areal coverage of drought dropped about 2% during the month – from 10% to 8%. – according to the U.S. Drought Monitor. Chances for further reductions appear slim according to the Climate Prediction Center (CPC). Their February precipitation outlook indicates increased odds of below normal precipitation across most of the state, with those odds a bit greater across north central Oklahoma. The temperature outlook shows equal chances for above-, below- and near-normal temperatures across the entire state. CPC's February Drought Outlook expects the remaining drought to either persist or intensify through the month.

U.S. Drought Monitor Oklahoma

February 18, 2020
(Released Thursday, Feb. 20, 2020)
Valid 7 a.m. EST



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	85.83	14.17	4.66	0.85	0.00	0.00
Last Week 02-11-2020	84.31	15.69	6.77	0.85	0.00	0.00
3 Months Ago 11-19-2019	76.40	23.60	10.50	2.00	0.00	0.00
Start of Calendar Year 12-31-2019	76.45	23.55	10.47	3.64	0.00	0.00
Start of Water Year 10-01-2019	71.94	28.06	11.08	1.01	0.00	0.00
One Year Ago 02-19-2019	92.41	7.59	0.00	0.00	0.00	0.00

Intensity

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

David Miskus
NOAA/NWS/NCEP/CPC



droughtmonitor.unl.edu

NOTE:

If you go to the Drought Monitor's web stie, you can view the changes in the national, state and county drought situation @<http://droughtmonitor.unl.edu/>

Rainfall Averages (in inches) for McAlester

Month Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
2011	0.29	2.55	0.59	8.79	6.71	0.77	0.52	3.08	2.00	2.68	3.93	1.92	33.83
2012	5.36	1.33	6.23	4.27	3.07	3.68	2.51	4.62	3.43	1.24	0.74	2.10	38.58
2013	2.46	4.02	2.40	7.38	9.42	3.79	4.61	2.22	1.25	4.69	2.81	3.21	48.26
2014	0.58	0.74	4.37	2.39	3.54	5.37	11.02	0.90	1.90	6.73	3.48	3.09	44.11
2015	2.25	1.37	4.86	6.59	24.48	9.05	4.48	4.55	3.70	4.70	9.63	4.26	61.27
2016	1.04	1.60	3.16	7.55	4.93	2.98	6.91	2.59	1.86	2.08	1.20	1.07	36.97
2017	1.93	3.05	1.86	9.15	6.67	3.66	5.85	8.48	1.39	6.43	0.09	1.96	50.52
2018	.50	8.84	4.13	3.18	3.27	5.21	3.83	4.23	8.61	7.30	1.37	6.46	56.93
2019	3.33	4.08	2.74	5.22	6.47	5.80	2.70	5.03	2.59	12.47	4.98	1.16	56.57
2020	7.23												

*Source: National Weather Service, Mesonet Portal, McAlester Monitoring Station.



Pittsburg County Floodplain Administrator's
January 2020

LAKE EUFAULA LEVELS JAN 2020

DAY	POOL ELEVATIONS FT-NGVD		STORAGE 2400HR	RELEASES DSF		EVAP INCHES	INFLOW ADJ DSF	RAINFALL INCHES	
	0800	2400	AC-FT	POWER	TOTAL	8A TO 8A		7A TO DAM	7A BSN
PRIOR MONTH	585.94	585.94	2283747						
1	585.93	585.95	2284692	3564	3564	0.129	4345	0.00	0.00
2	585.93	585.96	2285638	3527	3527	0.106	4060	0.00	0.00
3	585.96	585.97	2286584	3569	3569	0.019	4195	0.00	0.00
4	585.95	585.92	2281855	3573	3573	0.052	1410	0.00	0.00
5	585.96	585.92	2281855	3561	3561	0.086	3830	0.00	0.00
6	585.90	585.92	2281855	3513	3513	0.095	3790	0.00	0.00
7	585.89	585.87	2277127	3572	3572	0.099	1530	0.00	0.00
8	585.85	585.84	2274290	3582	3582	0.130	2800	0.00	0.00
9	585.81	585.77	2267671	3754	3754	0.235	430	0.00	0.00
10	585.76	586.73	2360012	3552	3552	0.013	50095	0.00	0.01
11	587.17	587.76	2461733	7493	7493	0.000	58815	2.59	1.63
12	588.03	588.30	2516407	12153	19503	0.008	47225	0.00	0.04
13	588.29	588.18	2504088	12208	25553	0.057	19570	0.02	0.00
14	588.08	587.89	2474667	12196	25478	0.059	10700	0.00	0.00
15	587.78	587.54	2439846	12288	25482	0.008	7945	0.00	0.00
16	587.39	587.14	2400050	12183	21121	0.049	1350	0.00	0.00
17	587.21	587.35	2420943	12232	18304	0.064	28750	0.23	1.19
18	587.54	587.82	2467703	12174	18299	0.000	42175	0.42	0.50
19	587.98	588.13	2498956	12132	18309	0.078	34245	0.00	0.00
20	588.17	588.17	2503062	12126	18323	0.048	20595	0.00	0.00
21	588.15	588.02	2487664	12128	22835	0.075	15425	0.00	0.00
22	587.94	587.85	2470687	12203	25451	0.087	16800	0.09	0.27
23	587.81	587.85	2470687	12172	22093	0.000	22175	0.08	0.14
24	587.79	587.78	2463723	12058	15163	0.028	11645	0.00	0.00
25	587.78	587.76	2461733	11953	11953	0.011	11190	0.00	0.00
26	587.76	587.73	2458749	11971	11971	0.085	10565	0.03	0.05
27	587.68	587.55	2440841	12075	14665	0.037	5725	0.00	0.00
28	587.45	587.45	2430892	12208	17841	0.044	12825	0.00	0.13
29	587.51	587.66	2451784	11668	17315	0.000	27870	0.53	0.90
30	587.72	587.78	2463723	12114	17783	0.000	23845	0.00	0.00
31	587.78	587.66	2451784	12130	21622	0.000	16000	0.00	0.00
TOTAL				285634	432324	1.704	521920	3.99	4.86
AVERAGE	587.20			9214	13946		16836	NORMAL=	1.84
MAXIMUM	588.16		2502035	DATE=21	TOP CONSERVATION POOL				585.00
MINIMUM	587.37		2422933	DATE=16	TOP FLOOD POOL				597.00
			INFLOW VOLUME=	419183	AC-FT				

Floodplain Inq/Bus for January 2020

Date	Number of Permits	FZ Determination	No of Contacts (In Person & Tele & Letter)	Reply to Inquiry	Other
01/02/2020					
01/03/2020					
01/06/2020	1	1	1	1	
01/07/2020					
01/08/2020					
01/09/2020					
01/10/2020					
01/13/2020					
01/14/2020					
01/15/2020	1	1	1	1	
01/16/2020		1	1	1	
01/17/2020					
01/21/2020		1	1	1	
01/22/2020					
01/23/2020		4	4	4	
01/24/2020					
01/27/2020					
01/28/2020					
01/29/2020					
01/30/2020					
TOTAL	2	8	8	8	

Total Office Inquiries 8

7 Hours

Ram, Inc. submits the following fuel bids for the week: February 24th, 2020.

UL	CLEAR	DYED	LP
2.0600	1.9300	1.9300	1.7900

Thank You,



Twilah Monroe

RAM, Inc.

W.E. ALLFORD PROPANE CO.

P.O. Box 1850 • McAlester, OK 74502

RETURN SERVICE REQUESTED

FILED

FEB 24 2020

8:30

AM

TIME
HOPE TRAMMELL COUNTY CLERK
PITTSBURG COUNTY

BY

SR

DEPUTY

Pit Co Bid

RESOLUTION 20-221
TO
ADVERTISE

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, the Pittsburg County wishes to advertise for the following:

New Internet Phone Systems, including hardware, monthly service and tech support

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

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by 61 O.S. § 138.

A Pre-Bid Conference will be held Monday, March 9, 2020 at 10:30 a.m. in the Conference Room of the Pittsburg County Board of County Commissioners, located at the Pittsburg County Courthouse, 115 E. Carl Albert Parkway, McAlester, Oklahoma. This Pre-Bid Conference is mandatory for any vendor/contractor wishing to bid on this project.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 20, 2020 at 5:00 p.m. All bids received after 5:00 p.m. on Friday, March 20, 2020, WILL NOT BE OPENED. Bids will be opened on Monday, March 23, 2020 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. Bid(s) will be awarded to the lowest best bidder. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

Carl Jones

VICE-CHAIRMAN

Bob Selinger

MEMBER

[Signature]

COUNTY CLERK

Jope Trammell

SPECIFICATIONS FOR INTERNET/TELEPHONE SERVICE

PLEASE ITEMIZE EACH DEPARTMENT ON RETURN BID

- Replace existing phone system/lines and install a new internet phone system for the following departments:
 - Courthouse
 - County Clerk – 15 phone lines/1 fax line
 - Court Clerk – 16 phone lines/1 fax line
 - Treasurer – 15 phone lines/1 fax line
 - Assessor – 20 phone lines/1 fax line
 - Election Board – 9 phone lines/1 fax line
 - Drug Court – 3 phone lines/1 fax line
 - Law Library – 1 phone line
 - Judges – 15 phone lines
 - Maintenance – 1 phone line
 - District Attorney – 21 phone lines/1 fax line
 - Security – 1 phone line
 - Commissioners – 7 phone lines/1 fax line
 - Highway Districts
 - District 1 – 4 phone lines/1 fax line
 - District 2 – 3 phone lines/1 fax line
 - District 3 – 5 phone lines/1 fax line
 - Sheriff/Jail – 30 phone lines/3 fax lines
 - Emergency Management – 20 phone lines/1 fax line
 - Animal Shelter – 6 phone lines/1 fax line
 - OSU Extension Center – 18 phone lines/1 fax line
- Replace existing Fax Machine Lines with new E Fax options for at least 15 offices.
- Internet speed must be no less than 100mg per second.
- Install and maintain a managed firewall and router
- Provide 24/7 live monitoring for all services
- Phone system requirements:
 - Must provide mobility and twinning options for each user. Users need the options to take all calls from any IP related device. (iPhone/Tablet, Android/Tablet or computer)
 - Must provide all common features. (Forward, park, transfer, DSS/BLF)
 - Must provide all long distance as part of the monthly service.
 - Must provide portals for each user and account management.
 - Phones must be a minimum of 1 Gigabit with Lifetime Warranty.
 - Telephone service must include remote changes such as name change/ringing assignments and voicemail password resets as part of the monthly service.
 - Must be able to pair an analog cordless telephone with new desktop telephone for each user if needed.
 - Please bid expansion module option
 - Please bid headset option
 - Please bid Cordless Phone option
 - Please bid Conference Phone option

The winning bidder agrees that all work shall be in compliance with all applicable codes. If any work fails to meet code, the winning bidder agrees to bring into compliance all work at the winning bidder's expense.

The terms of the contract will not be modified orally, but must be done in written terms and must be approved by the Board of County Commissioners in a regularly scheduled meeting.

All bids must include a bid bond of 5% of total bid (can be a bid bond, certified check or cashier's check) or an irrevocable line of credit.

All bids must include the business relationship affidavit and the non-collusion affidavit.

The winning bidder will be required to execute a contract, provide a warranty/performance bond, and provide evidence of worker's compensation insurance.

Bid bond will be returned to all unsuccessful bidders within 10 days of the award of bid. Winning bidder's bid bond will be returned upon execution and delivery of the contract and required performance bond or irrevocable letter of credit and insurances.

Mandatory Pre-Bid Conference will be held on Monday, March 9, 2020 in the Conference Room of the Pittsburg County Commissioners Office, located at the Pittsburg County Courthouse, 115 E. Carl Albert Parkway, Room 100B, McAlester, Oklahoma at 10:30 a.m. Any bidder wishing to bid must attend this conference.

UP FRONT EXPENSE

Item	Cost	Quantity	Total	Notes
RADIO CONSOLE		3		
PC CONSOLES W/ OFFICE	\$1,579.99	3	\$4,739.97	
PC CONSOLES W/O OFFICE	\$1,330.00	3	\$3,990	
GIS (they take care of it all)	\$15,300	1	\$15,300	
PHONES	ALREADY A BID IN	3		

YEARLY EXPENSE

Item	Cost	Per Mo/Yr	Quantity	Total	Notes
AT&T VESTA 911	\$1,095	per month	2	\$26,280	60 MO AGREEMENT
SD MAP W/ TRAINING (GIS)	\$5,700	per year	1	\$5,700	
employee to GIS	\$45,000	per year	1	\$45,000	This option requires an extra employee
GIS (they take care of it all)	\$15,300	per year	1	\$15,300	
OLETS FULL	\$350	Per month	1	\$4,200	
OLETS LIGHT	\$300	per year	2	\$600	
ODIS	\$1,600	Per year	1	\$1,600	
GEOSAFE	\$5,000	PER YEAR	1	\$5,000	
10 COM OFFICERS	\$45,000	per year	10	\$450,000	
911 COOR	\$52,000	per year	1	\$52,000	
	yearly cost with S&D doing all the mapping			\$554,980	
	yearly cost with us doing the mapping			\$590,380	

INCOME ITEMS

Income Items	Notes
911 Account Balance as of current date	\$0.00
Estimated Tariff Dollars (Wireless and Wireline)	\$322,400.00
County Budget for 911 operations	\$402,807.33
Funds from Fire Departments (27 @ \$250.00 per month)	\$81,000.00
Funds from Local Police Departments (5 @ \$400 per month)	\$24,000.00
SubTotals	\$830,207.33
Difference between expenses and income with S&D doing the GIS	\$275,227.33
Difference between expenses and income with us doing the GIS	\$239,827.33

Yearly Savings

Dispatch Services provided for Law Enforcement beyond 9-1-1 call notifications.

Provide for Officer Safety by tracking what officers are on duty, what calls they are on, how long they have been on a call and advise surrounding agencies when additional assistance is needed for that agency.

Answer, dispatch and maintain logs for non-emergency calls for service to the Police Department.

Maintain written and voice recordings from radio traffic for traffic stops and pursuits.

Run tags and check on persons on traffic stops, check insurance, as well as checking warrants for other jurisdictions.

Check town Warrants as part of the jail clears process to see if the person bailing out of jail has unpaid warrant(s) for your town.

Log any arrest and start time mileage and end time at fall and mileage for transport with radio voice recording and written logs.

Dispatch burglar, panic and other alarm calls from residents and businesses that are called in by alarm monitoring companies.

OLETS/NCIC we provide officers information on wanted persons they make contact with and for investigations provide triple I criminal history information to officers, this includes getting returns on persons that may be on terrorist watch list.

Enter into NCIC stolen vehicles and stolen property and articles. Then provide required continuing monthly validations that items entered are still stolen with contact to reporting person/owner.

Maintain radio assignments to provision law enforcement radios to be used on the State's 800mhz trucked radio system.

Proved public access to your police department 24/7 by phone allowing public to report non-life threatening crimes and incidents, these callers would otherwise have to call officers direct through forwarding Police Department non-emergency number to officer's cell phone, creating an officer safety issue distracting officers while they are on other calls or on traffic stops, or causing such calls to go unanswered.

Enter request from public for extra patrol of homes and businesses as watch orders for police.

Limiting liability and providing risk management to the town by having information documented on all calls that police respond to, and providing life safety information of police officers by having awareness of all incidents in the town and surrounding areas.

Provide communications with your Police Department with notices from other law enforcement agencies with BOLO's on local, regional and multi state notices received and sent over OLETS.

Maintain wrecker rotation logs for Police Department as required by State Law.

Provide other support services as requested.

Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **February 24, 2020** by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and John Vance Motors, 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>
2019 Ram	1500	Crew Cab SSV	1C6RR7XT7KS741055	1	\$28,414.00	\$30,840.48

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 **\$642.51 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 3 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 8 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

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

FOR THE LESSOR: **John Vance Motors**

Charlie Rogers, District #1

Kevin Smith, District #2

Ross Selman, District #3

ATTEST *Hope Trammell*
Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 64449

This Schedule is executed by **John Vance Motors** ("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 **February 24, 2020** ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: State Contract Rate

Equipment Cost \$28,414.00

	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Loan	02/24/2020				28,414.00
1	03/24/2020	642.51	92.03	550.48	27,863.52
2	04/24/2020	642.51	96.48	546.03	27,317.49
3	05/24/2020	642.51	91.53	550.98	26,766.51
4	06/24/2020	642.51	92.68	549.83	26,216.68
5	07/24/2020	642.51	87.85	554.66	25,662.02
6	08/24/2020	642.51	88.85	553.66	25,108.36
7	09/24/2020	642.51	86.94	555.57	24,552.79
8	10/24/2020	642.51	82.27	560.24	23,992.55
9	11/24/2020	642.51	83.07	559.44	23,433.11
10	12/24/2020	642.51	78.52	563.99	22,869.12
11	01/24/2021	642.51	79.18	563.33	22,305.79
12	02/24/2021	642.51	77.23	565.28	21,740.51
13	03/24/2021	642.51	67.99	574.52	21,165.99
14	04/24/2021	642.51	73.29	569.22	20,596.77
15	05/24/2021	642.51	69.01	573.50	20,023.27
16	06/24/2021	642.51	69.33	573.18	19,450.09
17	07/24/2021	642.51	65.17	577.34	18,872.75
18	08/24/2021	642.51	65.35	577.16	18,295.59
19	09/24/2021	642.51	63.35	579.16	17,716.43
20	10/24/2021	642.51	59.36	583.15	17,133.28
21	11/24/2021	642.51	59.32	583.19	16,550.09
22	12/24/2021	642.51	55.46	587.05	15,963.04
23	01/24/2022	642.51	55.27	587.24	15,375.80
24	02/24/2022	642.51	53.24	589.27	14,786.53
25	03/24/2022	642.51	46.24	596.27	14,190.26
26	04/24/2022	642.51	49.13	593.38	13,596.88
27	05/24/2022	642.51	45.56	596.95	12,999.93
28	06/24/2022	642.51	45.01	597.50	12,402.43
29	07/24/2022	642.51	41.56	600.95	11,801.48
30	08/24/2022	642.51	40.86	601.65	11,199.83
31	09/24/2022	642.51	38.78	603.73	10,596.10
32	10/24/2022	642.51	35.50	607.01	9,989.09
33	11/24/2022	642.51	34.59	607.92	9,381.17
34	12/24/2022	642.51	31.43	611.08	8,770.09
35	01/24/2023	642.51	30.37	612.14	8,157.95
36	02/24/2023	642.51	28.25	614.26	7,543.69
37	03/24/2023	642.51	23.59	618.92	6,924.77

38	04/24/2023	642.51	23.98	618.53	6,306.24
39	05/24/2023	642.51	21.13	621.38	5,684.86
40	06/24/2023	642.51	19.68	622.83	5,062.03
41	07/24/2023	642.51	16.96	625.55	4,436.48
42	08/24/2023	642.51	15.36	627.15	3,809.33
43	09/24/2023	642.51	13.19	629.32	3,180.01
44	10/24/2023	642.51	10.66	631.85	2,548.16
45	11/24/2023	642.51	8.82	633.69	1,914.47
46	12/24/2023	642.51	6.41	636.10	1,278.37
47	01/24/2024	642.51	4.43	638.08	640.29
48	02/24/2024	642.51	2.22	640.29	0.00
Grand Totals		30,840.48	2,426.48	28,414.00	

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 Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

BY: 

 Charlie Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commissioners for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **February 24, 2020**, (the "Lease"), by and between the **John Vance Motors**, ("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 **March 24th, 2020**, and the **24th** 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: **2019 Ram 1500 Crew Cab SSV VIN# 1C6RR7XT7KS741055**

DATED: **February 24, 2020**

BY: 
Charlie Rogers

TITLE: **Commissioner Chairman**

(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 **February 24, 2020** ("Lease") by **John Vance Motors** ("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 Street, Oklahoma City, OK 73105

Telephone: 800-982-6212

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: \$28,414.00

Equipment Description: 2019 Ram 1500 Crew Cab SSV VIN# 1C6RR7XT7KS741055

Equipment Location: Sheriff's Department

Lessee: **Pittsburg County**

BY: 
Charlie Rogers

TITLE: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated **February 24, 2020** 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: _____

Title: _____

Date: _____

**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 2019-2020.
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 2019-2020 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 2019-2020 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 February 24, 2020.

Lessee: **Pittsburg County**

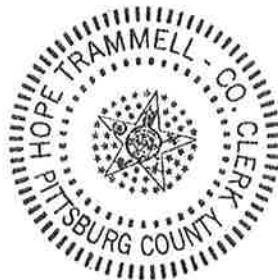
BY: 

Charlie Rogers

TITLE: Commissioner Chairman

Attest: 

Hope Trammell, County Clerk



February 24, 2020

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

Re: Lease Purchase Agreement For Equipment dated February 24, 2020, between John Vance Motors, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that John Vance Motors 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: **Tammie Harris, Assistant Vice President**

BY: 

Charlie Rogers

TITLE: Commissioner Chairman

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**


OMB No. 1545-0720

▶ **Under Internal Revenue Code section 149(e)**

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 7 3 6 0 0 6 4 0 7
3 Number and street (or P.O. box if mail is not 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 918-423-6865

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 28,414 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 02/24/2020	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a 28,414 00
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: 7 3 0 5 0 4 8 3 0	

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	Charlie Rogers, Commissioner Chairman Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Firm's EIN ▶	
	Firm's address ▶	Phone no.	

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

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 Obligations.

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 line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not 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.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this February 24, 2020 by and between **John Vance Motors** (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 February 24, 2020 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: John Vance Motors

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Tammie Harris, Assistant Vice President

**Pittsburg County, Oklahoma
Lease Purchase Agreement**

This agreement is made this day of February 24, 2020, by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated as the Lessee and Yellowhouse Machinery Co. 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 DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2020 John Deere	770G Motor Grader	1	\$258,198.66	\$258,448.66
VIN 1DW770GXLLF703322				

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 \$2,455.81 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 four (4) successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of nine (9) months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of the 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 the 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 or Lessee's intent to purchase accompanied by a single, final payment of \$140,000.30. (If 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 reference). 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 of 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 the 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

In the event any suit is instituted against the Lessee which is based upon any claim that any of the equipment is implicated in an infringement of any provision of 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 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 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 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 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 the 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 the Lessee. If any provision of this 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 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 (Leasing County), State of Oklahoma.

LESSOR: Yellowhouse Machinery Co.

BY: _____
Title: _____

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



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Attest: *[Handwritten signature]*

AMORTIZATION SCHEDULE

Principal \$258,448.66	Loan Date 02-24-2020	Maturity 03-24-2025	Loan No 8400001379	Call / Coll 10B / 58	Account PAA8086	Officer ***	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: PITTSBURG COUNTY #1
115 E CARL ALBERT PKWY
MCALESTER, OK 74501-5020

Lender: Armstrong Bank
Leases to Public Entities
PO Box 188
Muskogee, OK 74402

Disbursement Date: February 24, 2020
Interest Rate: 3.240

Repayment Schedule: Balloon
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-24-2020	2,455.81	674.55	1,781.26	256,667.40
2	04-24-2020	2,455.81	716.10	1,739.71	254,927.69
3	05-24-2020	2,455.81	688.30	1,767.51	253,160.18
4	06-24-2020	2,455.81	706.32	1,749.49	251,410.69
5	07-24-2020	2,455.81	678.81	1,777.00	249,633.69
6	08-24-2020	2,455.81	696.48	1,759.33	247,874.36
7	09-24-2020	2,455.81	691.57	1,764.24	246,110.12
8	10-24-2020	2,455.81	664.50	1,791.31	244,318.81
9	11-24-2020	2,455.81	681.65	1,774.16	242,544.65
10	12-24-2020	2,455.81	654.87	1,800.94	240,743.71
2020 TOTALS:		24,558.10	6,853.15	17,704.95	
11	01-24-2021	2,455.81	671.67	1,784.14	238,959.57
12	02-24-2021	2,455.81	666.70	1,789.11	237,170.46
13	03-24-2021	2,455.81	597.67	1,858.14	235,312.32
14	04-24-2021	2,455.81	656.52	1,799.29	233,513.03
15	05-24-2021	2,455.81	630.49	1,825.32	231,687.71
16	06-24-2021	2,455.81	646.41	1,809.40	229,878.31
17	07-24-2021	2,455.81	620.67	1,835.14	228,043.17
18	08-24-2021	2,455.81	636.24	1,819.57	226,223.60
19	09-24-2021	2,455.81	631.16	1,824.65	224,398.95
20	10-24-2021	2,455.81	605.88	1,849.93	222,549.02
21	11-24-2021	2,455.81	620.91	1,834.90	220,714.12
22	12-24-2021	2,455.81	595.93	1,859.88	218,854.24
2021 TOTALS:		29,469.72	7,580.25	21,889.47	
23	01-24-2022	2,455.81	610.60	1,845.21	217,009.03
24	02-24-2022	2,455.81	605.46	1,850.35	215,158.68
25	03-24-2022	2,455.81	542.20	1,913.61	213,245.07
26	04-24-2022	2,455.81	594.95	1,860.86	211,384.21
27	05-24-2022	2,455.81	570.74	1,885.07	209,499.14
28	06-24-2022	2,455.81	584.50	1,871.31	207,627.83
29	07-24-2022	2,455.81	560.60	1,895.21	205,732.62
30	08-24-2022	2,455.81	573.99	1,881.82	203,850.80
31	09-24-2022	2,455.81	568.74	1,887.07	201,963.73
32	10-24-2022	2,455.81	545.30	1,910.51	200,053.22
33	11-24-2022	2,455.81	558.15	1,897.66	198,155.56
34	12-24-2022	2,455.81	535.02	1,920.79	196,234.77
2022 TOTALS:		29,469.72	6,850.25	22,619.47	
35	01-24-2023	2,455.81	547.50	1,908.31	194,326.46
36	02-24-2023	2,455.81	542.17	1,913.64	192,412.82
37	03-24-2023	2,455.81	484.88	1,970.93	190,441.89
38	04-24-2023	2,455.81	531.33	1,924.48	188,517.41
39	05-24-2023	2,455.81	509.00	1,946.81	186,570.60
40	06-24-2023	2,455.81	520.53	1,935.28	184,635.32
41	07-24-2023	2,455.81	498.52	1,957.29	182,678.03
42	08-24-2023	2,455.81	509.67	1,946.14	180,731.89
43	09-24-2023	2,455.81	504.24	1,951.57	178,780.32
44	10-24-2023	2,455.81	482.71	1,973.10	176,807.22
45	11-24-2023	2,455.81	493.29	1,962.52	174,844.70
46	12-24-2023	2,455.81	472.08	1,983.73	172,860.97
2023 TOTALS:		29,469.72	6,095.92	23,373.80	
47	01-24-2024	2,455.81	482.28	1,973.53	170,887.44
48	02-24-2024	2,455.81	476.78	1,979.03	168,908.41
49	03-24-2024	2,455.81	440.85	2,014.96	166,893.45
50	04-24-2024	2,455.81	465.63	1,990.18	164,903.27
51	05-24-2024	2,455.81	445.24	2,010.57	162,892.70
52	06-24-2024	2,455.81	454.47	2,001.34	160,891.36

**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 8400001379

Page 2

53	07-24-2024	2,455.81	434.41	2,021.40	158,869.96
54	08-24-2024	2,455.81	443.25	2,012.56	156,857.40
55	09-24-2024	2,455.81	437.63	2,018.18	154,839.22
56	10-24-2024	2,455.81	418.07	2,037.74	152,801.48
57	11-24-2024	2,455.81	426.32	2,029.49	150,771.99
58	12-24-2024	2,455.81	407.08	2,048.73	148,723.26
2024 TOTALS:		29,469.72	5,332.01	24,137.71	
59	01-24-2025	2,455.81	414.94	2,040.87	146,682.39
60	02-24-2025	2,455.81	409.24	2,046.57	144,635.82
61	03-24-2025	145,000.30	364.48	144,635.82	0.00
2025 TOTALS:		149,911.92	1,188.66	148,723.26	
TOTALS:		292,348.90	33,900.24	258,448.66	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for Pittsburg County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated February 24, 2020 (the "Lease"), by and between Yellowhouse Machinery Co., ("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 March 24, 2020 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 each 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: 2020 John Deere 770G Motor Grader, VIN 1DW770GXLLF703322

DATED: _____

The Board of County Commissioners of Pittsburg County, State of Oklahoma

By: 
Charles Rogers, County Commissioner
Printed Name

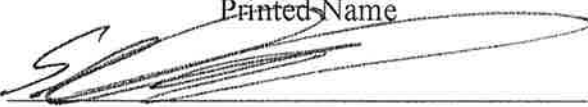
(To be executed and delivered at the time of delivery of the Equipment)

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement ("Lease") dated February 24, 2020 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: Chuck Sullivan
Printed Name

By: 

Title: District Attorney

Date: 2-24-2020

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into the 24th day of February, 2020 by and between Yellowhouse Machinery Co. (herein "Assignor") and Armstrong 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 February 24, 2020 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County, Oklahoma (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 herunto set their hands the day and year first about written.

ASSIGNOR: Yellowhouse Machinery Co.

ASSIGNEE: Armstrong Bank

By: _____

By: _____
Bobby McAlpine, Market President

Printed Name: _____

Printed Title: _____

February 24, 2020

Pittsburg County
115 E CARL ALBERT PKWY
MCALESTER, OK 74501-5020

Re: Lease Purchase Agreement for dated February 24, 2020, between Yellowhouse Machinery Co., Lessor, and The Board of County Commissioners of Pittsburg County, Oklahoma, Lessee.

Dear Board of County Commissioners:

Please be advised that **Yellowhouse Machinery Co.** has assigned and transferred to **Armstrong Bank**, all of its right, title and interest in and to the above-described Lease Purchase Agreement, 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:

Armstrong Bank
PO Box 188
Muskogee OK 74402


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

Sincerely,

Armstrong Bank, an Oklahoma Banking Institution

By: _____
Bobby McAlpine, Market President

Board of County Commissioners of Pittsburg County, Oklahoma

By: 
Charlie Rogers, County Commissioner
Printed Name

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
PITTSBURG COUNTY 1

STREET or RR
ATTN: CHARLIE ROGERS , PO BOX 268

CITY HAILEYVILLE	STATE OK	ZIP CODE 74546	COUNTY Pittsburg
----------------------------	--------------------	--------------------------	----------------------------

PHONE NUMBER
918-423-4934

EMAIL ADDRESS

REWARDS #
993570192

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY	STATE	ZIP CODE	COUNTY
------	-------	----------	--------

PHONE NUMBER

EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Yellowhouse Machinery Co.	Dealer Account No.: 177489
---	--------------------------------------

STREET or RR
6325 US Hwy 270

CITY McAlester	STATE OK	ZIP CODE 74501	Phone Number 918-423-2555
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Date Of Order:
Feb 24, 2020

Dealer Order No.:
17987729

TYPE OF SALE:
 CASH LEASE TIME SALE

PURCHASER TYPE:
4 Use County

MARKET USE CODE:
49 Highways & Streets

Add Purchaser to Mailing List (Check One or More)

Construction Utility Forestry Government

PURCHASER IS:
 Business Individual

Purchaser Acct.:

SOCIAL SECURITY IRS TAX ID NO EIN

NO.:

EXTENDED WARRANTY IS: Accept Decline

LOCATION OF FIRST WORKING USE : **Use State/Province** **OK** **Use County** **PITTSBURG** **COUNTY CODE** **121**

Ultimate Uptime Package Purchase: Yes No **Premium** (Initials) *CR*

QTY	IN	W	OR	RENTAL	DISC	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x					2020 JOHN DEERE 770G MOTOR GRADER Stock # 67236	0	1DW770GXLLF703322	\$ 258,198 66
						+ John Deere Extended Warranty : 6/7500 HR FULL MACHINE			\$ 0 00
(1) TOTAL CASH PRICE									\$ 258,198 66

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2015 JOHN DEERE 770G MOTOR GRADER	5464	1DW770GXCEF666148	\$ 151,105 00
COMMENTS:				
YELLOWHOUSE MACHINERY TO GUARANTEE THE REDIDUAL/BUYBACK \$145,000.00				
(2) TOTAL TRADE-IN ALLOWANCE				\$ 151,105 00
(3) TOTAL TRADE-IN PAY-OFF				\$ 151,105 00
(4) BALANCE				\$ 258,198 66
(5) SUBTOTAL				\$ 258,198 66
(6) RENTAL APPLIED				\$ 0 00
(7) CASH WITH ORDER				\$ 0 00
(8) BALANCE DUE (5-(6 & 7))				\$ 258,198 66

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

Quote ID: 21248495

Customer Name: PITTSBURG COUNTY 1

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

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

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

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

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

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 9.0 (Initials) and understands its terms and conditions.

Purchaser (First Signer)	PITTSBURG COUNTY 1	Signature		Date	02-24-20
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date	
Salesperson	CURLEY, BRIAN D	Signature		Date	02-24-20

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

SIGN HERE

SIGN HERE

SIGN HERE

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

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

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

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

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

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

A. STANDARD WARRANTY - GENERAL PROVISIONS

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

B. WHAT IS COVERED BY STANDARD WARRANTY -

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

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

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

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

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

StructurALL Warranty does not apply to:

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

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

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

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

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

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

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

I. OBTAINING WARRANTY SERVICE -

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

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

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

K. NO DEALER WARRANTY -

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

L. USED JOHN DEERE PRODUCTS ONLY -

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

**Pittsburg County, Oklahoma
Lease Purchase Agreement**

This agreement is made this day of February 24, 2020, by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated as the Lessee and Yellowhouse Machinery Co. 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 DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2020 JOHN DEERE	770G MOTOR GRADER, VIN 1DW770GXKLF703314	1	\$258,198.66	\$258,448.66

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 \$2,455.81 monthly, (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 four (4) successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of nine (9) months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of the 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 the 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 or Lessee's intent to purchase accompanied by a single, final payment of 145,000.30. (If 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 reference). 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 of 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 the 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

In the event any suit is instituted against the Lessee which is based upon any claim that any of the equipment is implicated in an infringement of any provision of 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 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 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 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 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 the 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 the Lessee. If any provision of this 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 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 (Leasing County), State of Oklahoma.

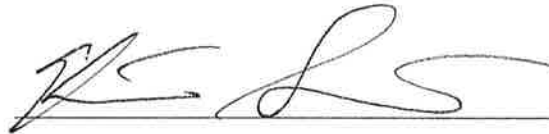
LESSOR: Yellowhouse Machinery Co.

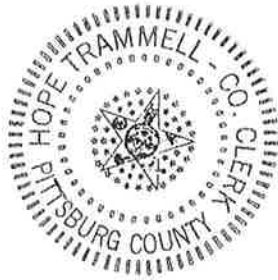
BY: _____
Title: _____

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









Attest: 

AMORTIZATION SCHEDULE

Principal \$258,448.66	Loan Date 02-24-2020	Maturity 03-24-2025	Loan No 8400001353	Call / Coll 10B / 58	Account PAA8086	Officer ***	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: PITTSBURG COUNTY #1
115 E CARL ALBERT PKWY
MCALESTER, OK 74501-5020

Lender: Armstrong Bank
Leases to Public Entities
PO Box 188
Muskogee, OK 74402

Disbursement Date: February 24, 2020
Interest Rate: 3.240

Repayment Schedule: Balloon
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-24-2020	2,455.81	674.55	1,781.26	256,667.40
2	04-24-2020	2,455.81	716.10	1,739.71	254,927.69
3	05-24-2020	2,455.81	688.30	1,767.51	253,160.18
4	06-24-2020	2,455.81	706.32	1,749.49	251,410.69
5	07-24-2020	2,455.81	678.81	1,777.00	249,633.69
6	08-24-2020	2,455.81	696.48	1,759.33	247,874.36
7	09-24-2020	2,455.81	691.57	1,764.24	246,110.12
8	10-24-2020	2,455.81	664.50	1,791.31	244,318.81
9	11-24-2020	2,455.81	681.65	1,774.16	242,544.65
10	12-24-2020	2,455.81	654.87	1,800.94	240,743.71
2020 TOTALS:		24,558.10	6,853.15	17,704.95	
11	01-24-2021	2,455.81	671.67	1,784.14	238,959.57
12	02-24-2021	2,455.81	666.70	1,789.11	237,170.46
13	03-24-2021	2,455.81	597.67	1,858.14	235,312.32
14	04-24-2021	2,455.81	656.52	1,799.29	233,513.03
15	05-24-2021	2,455.81	630.49	1,825.32	231,687.71
16	06-24-2021	2,455.81	646.41	1,809.40	229,878.31
17	07-24-2021	2,455.81	620.67	1,835.14	228,043.17
18	08-24-2021	2,455.81	636.24	1,819.57	226,223.60
19	09-24-2021	2,455.81	631.16	1,824.65	224,398.95
20	10-24-2021	2,455.81	605.88	1,849.93	222,549.02
21	11-24-2021	2,455.81	620.91	1,834.90	220,714.12
22	12-24-2021	2,455.81	595.93	1,859.88	218,854.24
2021 TOTALS:		29,469.72	7,580.25	21,889.47	
23	01-24-2022	2,455.81	610.60	1,845.21	217,009.03
24	02-24-2022	2,455.81	605.46	1,850.35	215,158.68
25	03-24-2022	2,455.81	542.20	1,913.61	213,245.07
26	04-24-2022	2,455.81	594.95	1,860.86	211,384.21
27	05-24-2022	2,455.81	570.74	1,885.07	209,499.14
28	06-24-2022	2,455.81	584.50	1,871.31	207,627.83
29	07-24-2022	2,455.81	560.60	1,895.21	205,732.62
30	08-24-2022	2,455.81	573.99	1,881.82	203,850.80
31	09-24-2022	2,455.81	568.74	1,887.07	201,963.73
32	10-24-2022	2,455.81	545.30	1,910.51	200,053.22
33	11-24-2022	2,455.81	558.15	1,897.66	198,155.56
34	12-24-2022	2,455.81	535.02	1,920.79	196,234.77
2022 TOTALS:		29,469.72	6,850.25	22,619.47	
35	01-24-2023	2,455.81	547.50	1,908.31	194,326.46
36	02-24-2023	2,455.81	542.17	1,913.64	192,412.82
37	03-24-2023	2,455.81	484.88	1,970.93	190,441.89
38	04-24-2023	2,455.81	531.33	1,924.48	188,517.41
39	05-24-2023	2,455.81	509.00	1,946.81	186,570.60
40	06-24-2023	2,455.81	520.53	1,935.28	184,635.32
41	07-24-2023	2,455.81	498.52	1,957.29	182,678.03
42	08-24-2023	2,455.81	509.67	1,946.14	180,731.89
43	09-24-2023	2,455.81	504.24	1,951.57	178,780.32
44	10-24-2023	2,455.81	482.71	1,973.10	176,807.22
45	11-24-2023	2,455.81	493.29	1,962.52	174,844.70
46	12-24-2023	2,455.81	472.08	1,983.73	172,860.97
2023 TOTALS:		29,469.72	6,095.92	23,373.80	
47	01-24-2024	2,455.81	482.28	1,973.53	170,887.44
48	02-24-2024	2,455.81	476.78	1,979.03	168,908.41
49	03-24-2024	2,455.81	440.85	2,014.96	166,893.45
50	04-24-2024	2,455.81	465.63	1,990.18	164,903.27
51	05-24-2024	2,455.81	445.24	2,010.57	162,892.70
52	06-24-2024	2,455.81	454.47	2,001.34	160,891.36

**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 8400001353

Page 2

53	07-24-2024	2,455.81	434.41	2,021.40	158,869.96
54	08-24-2024	2,455.81	443.25	2,012.56	156,857.40
55	09-24-2024	2,455.81	437.63	2,018.18	154,839.22
56	10-24-2024	2,455.81	418.07	2,037.74	152,801.48
57	11-24-2024	2,455.81	426.32	2,029.49	150,771.99
58	12-24-2024	2,455.81	407.08	2,048.73	148,723.26
2024 TOTALS:		29,469.72	5,332.01	24,137.71	
59	01-24-2025	2,455.81	414.94	2,040.87	146,682.39
60	02-24-2025	2,455.81	409.24	2,046.57	144,635.82
61	03-24-2025	145,000.30	364.48	144,635.82	0.00
2025 TOTALS:		149,911.92	1,188.66	148,723.26	
TOTALS:		292,348.90	33,900.24	258,448.66	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.


CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting County Commissioner for Pittsburg County, Oklahoma, ("Lessee") with respect to the Lease Purchase Agreement dated February 24, 2020 (the "Lease"), by and between Yellowhouse Machinery Co., ("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 March 24, 2020 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 each 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: 2020 JOHN DEERE 770G MOTOR GRADER, VIN 1DW770GXKLF703314

DATED: February 24, 2020

The Board of County Commissioners of Pittsburg County, State of Oklahoma

By: 

Charlie Rogers, County Commissioner
Printed Name


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

OPINION OF COUNSEL

With respect to that certain Lease Purchase Agreement (“Lease”) dated February 24, 2020 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: Chuck Sullivan
Printed Name

By: 

Title: District Attorney

Date: 2-24-2020

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into February 24, 2020 by and between Yellowhouse Machinery Co. (herein "Assignor") and Armstrong 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 February 24, 2020 and entered into by and between Assignor and the Board of County Commissioners of Pittsburg County, Oklahoma (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 herunto set their hands the day and year first about written.

ASSIGNOR: Yellowhouse Machinery Co.

ASSIGNEE: Armstrong Bank

By: _____

By: _____
Bobby McAlpine, Market President

Printed Name: _____

Printed Title: _____

February 24, 2020

Pittsburg County
115 E CARL ALBERT PKWY
MCALESTER, OK 74501-5020

Re: Lease Purchase Agreement for dated February 24, 2020, between Yellowhouse Machinery Co., Lessor, and The Board of County Commissioners of Pittsburg County, Oklahoma, Lessee.

Dear Board of County Commissioners:

Please be advised that **Yellowhouse Machinery Co.** has assigned and transferred to **Armstrong Bank**, all of its right, title and interest in and to the above-described Lease Purchase Agreement, 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:

Armstrong Bank
PO Box 188
Muskogee OK 74402



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

Sincerely,

Armstrong Bank, an Oklahoma Banking Institution

By: _____
Bobby McAlpine, Market President

Board of County Commissioners of Pittsburg County, Oklahoma

By:  _____
 , County Commissioner
Printed Name

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) PITTSBURG COUNTY 1			
STREET or RR ATTN: CHARLIE ROGERS , PO BOX 268			
CITY HAILEYVILLE	STATE OK	ZIP CODE 74546	COUNTY Pittsburg
PHONE NUMBER 918-423-4934	EMAIL ADDRESS		
REWARDS # 993570192			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Yellowhouse Machinery Co.		Dealer Account No.: 177489	
STREET or RR 6325 US Hwy 270			
CITY McAlester	STATE OK	ZIP CODE 74501	Phone Number 918-423-2555
Date Of Order: Feb 24, 2020			
Dealer Order No.: 17987721		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use State/Province OK	COUNTY CODE 121
6/7500 full (Initials) <i>CR</i>	Use County PITTSBURG	<i>CR</i>
Ultimate Uptime Package Purchase: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Premium (Initials) <i>CR</i>	

QTY	NEW EQUIPMENT	USED EQUIPMENT	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X		2020 JOHN DEERE 770G MOTOR GRADER Stock # 67235 + John Deere Extended Warranty : 6/7500 HR FULL MACHINE	0	1DW770GXKLF703314	\$ 258,198 66 \$ 0 00
(1) TOTAL CASH PRICE						\$ 258,198 66

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2015 JOHN DEERE 770G MOTOR GRADER	5615	1DW770GXHEF665000	\$ 149,232 93
COMMENTS: YELLOWHOUSE MACHINERY TO GUARANTEE THE REISIDUAL/BUYBACK \$145,000.00				
				(2) TOTAL TRADE-IN ALLOWANCE \$ 149,232 93
				(3) TOTAL TRADE-IN PAY-OFF \$ 149,232 93
				(4) BALANCE \$ 258,198 66
				(5) SUBTOTAL \$ 258,198 66
				(6) RENTAL APPLIED \$ 0 00
				(7) CASH WITH ORDER \$ 0 00
				(8) BALANCE DUE (5-(6 & 7)) \$ 258,198 66

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

Quote ID: 21247391

Customer Name: PITTSBURG COUNTY 1

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

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

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

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

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

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

Purchaser (First Signer)	<input type="text" value="PITTSBURG COUNTY 1"/>	Signature		Date	<input type="text" value="02-24-20"/>
Purchaser (Second Signer)	<input type="text"/>	Signature		Date	<input type="text"/>
Dealer Representative	<input type="text" value="Yellowhouse Machinery Co."/>	Signature		Date	<input type="text"/>
Salesperson	<input type="text" value="CURLEY, BRIAN D"/>	Signature		Date	<input type="text" value="02-24-20"/>

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

SIGN HERE

SIGN HERE

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

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

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

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

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

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

A. STANDARD WARRANTY - GENERAL PROVISIONS

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

B. WHAT IS COVERED BY STANDARD WARRANTY -

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

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

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

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

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

StructurALL Warranty does not apply to:

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

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

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

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

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

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

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

I. OBTAINING WARRANTY SERVICE -

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

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

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

K. NO DEALER WARRANTY -

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

L. USED JOHN DEERE PRODUCTS ONLY -

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

**ADDENDUM TO LEASE PURCHASE AGREEMENT FOR EQUIPMENT
61207**

THIS ADDENDUM, which is entered into as of **February 24, 2020** between **Welch State Bank**, designated throughout this agreement as the Lessor and the Board of County Commissioners of **Pittsburg County**, designated throughout this agreement as Lessee, is intended to modify and supplement the **LEASE PURCHASE AGREEMENT FOR EQUIPMENT** between Lessor and Lessee dated April 16, 2018, in the original amount of \$1,479,400.00.

IT IS AGREED that for the purpose of purchasing a 190PTH Portable Hot Mix Asphalt Plant and 10,000 Gallon Asphalt Storage Tank, Lessor and Lessee agree that the purchase price of \$114,100.00 shall be added to the current principal balance of \$1,382,006.19. Said principal increase shall result in a change of the payment amount as shown on the attached Schedule of Rental Payments.

The LEASE PURCHASE AGREEMENT FOR EQUIPMENT dated April 16, 2018 is and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties thereunder are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

WELCH STATE BANK

"Lessor"

Sherri J. Mount, Vice President

**Board of County Commissioners at
Pittsburg County, Oklahoma**

"Lessee"

Charlie W. Rogers, District #1

Kevin Smjth, District #2

Ross Selman, District #3

ATTEST:

Kelli Langley, Notary Public

ATTEST:

Hope Trammell, County Clerk



AMENDED SCHEDULE OF RENTAL PAYMENTS

Lease No. 61207

Between Welch State Bank as Lessor and Pittsburg County as Lessee.

PAYMENT SCHEDULE

RATE: 3.94%

Current Principal Balance \$1,382,006.19
New funds to be added \$ 114,100.00
Total Amended Amount Financed \$1,496,106.19


	Date	Loan	Payment	Interest	Principal	Balance
Principal Balance		1,382,006.19		0.00	0.00	1,382,006.19
Loan	02/24/2020	114,100.00		0.00	0.00	1,496,106.19
1	03/13/2020		13,820.00	3,810.73	10,009.27	1,486,096.92
2	04/13/2020		13,820.00	4,984.29	8,835.71	1,477,261.21
3	05/13/2020		13,820.00	4,794.83	9,025.17	1,468,236.04
4	06/13/2020		13,820.00	4,924.38	8,895.62	1,459,340.42
5	07/13/2020		13,820.00	4,736.66	9,083.34	1,450,257.08
6	08/13/2020		13,820.00	4,864.08	8,955.92	1,441,301.16
7	09/13/2020		13,820.00	4,834.05	8,985.95	1,432,315.21
8	10/13/2020		13,820.00	4,648.94	9,171.06	1,423,144.15
9	11/13/2020		13,820.00	4,773.15	9,046.85	1,414,097.30
10	12/13/2020		13,820.00	4,589.81	9,230.19	1,404,867.11
11	01/13/2021		13,820.00	4,711.85	9,108.15	1,395,758.96
12	02/13/2021		13,820.00	4,681.30	9,138.70	1,386,620.26
13	03/13/2021		13,820.00	4,200.59	9,619.41	1,377,000.85
14	04/13/2021		13,820.00	4,618.39	9,201.61	1,367,799.24
15	05/13/2021		13,820.00	4,439.54	9,380.46	1,358,418.78
16	06/13/2021		13,820.00	4,556.06	9,263.94	1,349,154.84
17	07/13/2021		13,820.00	4,379.02	9,440.98	1,339,713.86
18	08/13/2021		13,820.00	4,493.33	9,326.67	1,330,387.19
19	09/13/2021		13,820.00	4,462.05	9,357.95	1,321,029.24
20	10/13/2021		13,820.00	4,287.74	9,532.26	1,311,496.98
21	11/13/2021		13,820.00	4,398.69	9,421.31	1,302,075.67
22	12/13/2021		13,820.00	4,226.22	9,593.78	1,292,481.89
23	01/13/2022		13,820.00	4,334.91	9,485.09	1,282,996.80
24	02/13/2022		13,820.00	4,303.10	9,516.90	1,273,479.90
25	03/13/2022		13,820.00	3,857.84	9,962.16	1,263,517.74
26	04/13/2022		13,820.00	4,237.77	9,582.23	1,253,935.51
27	05/13/2022		13,820.00	4,069.97	9,750.03	1,244,185.48
28	06/13/2022		13,820.00	4,172.93	9,647.07	1,234,538.41
29	07/13/2022		13,820.00	4,007.01	9,812.99	1,224,725.42
30	08/13/2022		13,820.00	4,107.66	9,712.34	1,215,013.08
31	09/13/2022		13,820.00	4,075.09	9,744.91	1,205,268.17
32	10/13/2022		13,820.00	3,912.00	9,908.00	1,195,360.17
33	11/13/2022		13,820.00	4,009.17	9,810.83	1,185,549.34
34	12/13/2022		13,820.00	3,848.00	9,972.00	1,175,577.34
35	01/13/2023		13,820.00	3,942.82	9,877.18	1,165,700.16
36	02/13/2023		13,820.00	3,909.69	9,910.31	1,155,789.85
37	03/13/2023		13,820.00	3,501.31	10,318.69	1,145,471.16
38	04/13/2023		13,820.00	3,841.85	9,978.15	1,135,493.01

39	05/13/2023	13,820.00	3,685.53	10,134.47	1,125,358.54
40	06/13/2023	13,820.00	3,774.39	10,045.61	1,115,312.93
41	07/13/2023	13,820.00	3,620.03	10,199.97	1,105,112.96
42	08/13/2023	13,820.00	3,706.49	10,113.51	1,094,999.45
43	09/13/2023	13,820.00	3,672.57	10,147.43	1,084,852.02
44	10/13/2023	13,820.00	3,521.16	10,298.84	1,074,553.18
45	11/13/2023	13,820.00	3,603.99	10,216.01	1,064,337.17
46	12/13/2023	13,820.00	3,454.58	10,365.42	1,053,971.75
47	01/13/2024	13,820.00	3,534.96	10,285.04	1,043,686.71
48	02/13/2024	13,820.00	3,500.47	10,319.53	1,033,367.18
49	03/13/2024	13,820.00	3,242.25	10,577.75	1,022,789.43
50	04/13/2024	13,820.00	3,430.38	10,389.62	1,012,399.81
51	05/13/2024	13,820.00	3,286.00	10,534.00	1,001,865.81
52	06/13/2024	13,820.00	3,360.20	10,459.80	991,406.01
53	07/13/2024	13,820.00	3,217.86	10,602.14	980,803.87
54	08/13/2024	13,820.00	3,289.56	10,530.44	970,273.43
55	09/13/2024	13,820.00	3,254.24	10,565.76	959,707.67
56	10/13/2024	13,820.00	3,114.97	10,705.03	949,002.64
57	11/13/2024	13,820.00	3,182.90	10,637.10	938,365.54
58	12/13/2024	13,820.00	3,045.70	10,774.30	927,591.24
59	01/13/2025	13,820.00	3,111.09	10,708.91	916,882.33
60	02/13/2025	13,820.00	3,075.17	10,744.83	906,137.50
61	03/13/2025	13,820.00	2,745.03	11,074.97	895,062.53
62	04/13/2025	13,820.00	3,001.99	10,818.01	884,244.52
63	05/13/2025	13,820.00	2,870.04	10,949.96	873,294.56
64	06/13/2025	13,820.00	2,928.98	10,891.02	862,403.54
65	07/13/2025	13,820.00	2,799.15	11,020.85	851,382.69
66	08/13/2025	13,820.00	2,855.49	10,964.51	840,418.18
67	09/13/2025	13,820.00	2,818.72	11,001.28	829,416.90
68	10/13/2025	13,820.00	2,692.08	11,127.92	818,288.98
69	11/13/2025	13,820.00	2,744.50	11,075.50	807,213.48
70	12/13/2025	13,820.00	2,620.02	11,199.98	796,013.50
71	01/13/2026	13,820.00	2,669.79	11,150.21	784,863.29
72	02/13/2026	13,820.00	2,632.39	11,187.61	773,675.68
73	03/13/2026	13,820.00	2,343.75	11,476.25	762,199.43
74	04/13/2026	13,820.00	2,556.38	11,263.62	750,935.81
75	05/13/2026	13,820.00	2,437.35	11,382.65	739,553.16
76	06/13/2026	13,820.00	2,480.42	11,339.58	728,213.58
77	07/13/2026	13,820.00	2,363.60	11,456.40	716,757.18
78	08/13/2026	13,820.00	2,403.96	11,416.04	705,341.14
79	09/13/2026	13,820.00	2,365.68	11,454.32	693,886.82
80	10/13/2026	13,820.00	2,252.19	11,567.81	682,319.01
81	11/13/2026	13,820.00	2,288.46	11,531.54	670,787.47
82	12/13/2026	13,820.00	2,177.21	11,642.79	659,144.68
83	01/13/2027	13,820.00	2,210.74	11,609.26	647,535.42
84	02/13/2027	13,820.00	2,171.80	11,648.20	635,887.22
85	03/13/2027	13,820.00	1,926.34	11,893.66	623,993.56
86	04/13/2027	13,820.00	2,092.84	11,727.16	612,266.40
87	05/13/2027	13,820.00	1,987.27	11,832.73	600,433.67
88	06/13/2027	13,820.00	2,013.82	11,806.18	588,627.49
89	07/13/2027	13,820.00	1,910.54	11,909.46	576,718.03
90	08/13/2027	13,820.00	1,934.28	11,885.72	564,832.31
91	09/13/2027	13,820.00	1,894.42	11,925.58	552,906.73
92	10/13/2027	13,820.00	1,794.60	12,025.40	540,881.33
93	11/13/2027	13,820.00	1,814.09	12,005.91	528,875.42
94	12/13/2027	13,820.00	1,716.60	12,103.40	516,772.02
95	01/13/2028	13,820.00	1,733.23	12,086.77	504,685.25

96	02/13/2028	13,820.00	1,692.69	12,127.31	492,557.94
97	03/13/2028	13,820.00	1,545.43	12,274.57	480,283.37
98	04/13/2028	13,820.00	1,610.84	12,209.16	468,074.21
99	05/13/2028	13,820.00	1,519.25	12,300.75	455,773.46
100	06/13/2028	13,820.00	1,528.64	12,291.36	443,482.10
101	07/13/2028	13,820.00	1,439.43	12,380.57	431,101.53
102	08/13/2028	13,820.00	1,445.89	12,374.11	418,727.42
103	09/13/2028	13,820.00	1,404.39	12,415.61	406,311.81
104	10/13/2028	13,820.00	1,318.79	12,501.21	393,810.60
105	11/13/2028	13,820.00	1,320.82	12,499.18	381,311.42
106	12/13/2028	13,820.00	1,237.64	12,582.36	368,729.06
107	01/13/2029	13,820.00	1,236.70	12,583.30	356,145.76
108	02/13/2029	13,820.00	1,194.49	12,625.51	343,520.25
109	03/13/2029	13,820.00	1,040.65	12,779.35	330,740.90
110	04/13/2029	13,820.00	1,109.29	12,710.71	318,030.19
111	05/13/2029	13,820.00	1,032.25	12,787.75	305,242.44
112	06/13/2029	13,820.00	1,023.77	12,796.23	292,446.21
113	07/13/2029	13,820.00	949.21	12,870.79	279,575.42
114	08/13/2029	13,820.00	937.68	12,882.32	266,693.10
115	09/13/2029	13,820.00	894.47	12,925.53	253,767.57
116	10/13/2029	13,820.00	823.67	12,996.33	240,771.24
117	11/13/2029	13,820.00	807.53	13,012.47	227,758.77
118	12/13/2029	13,820.00	739.25	13,080.75	214,678.02
119	01/13/2030	13,820.00	720.02	13,099.98	201,578.04
120	02/13/2030	13,820.00	676.08	13,143.92	188,434.12
121	03/13/2030	13,820.00	570.84	13,249.16	175,184.96
122	04/13/2030	13,820.00	587.56	13,232.44	161,952.52
123	05/13/2030	13,820.00	525.66	13,294.34	148,658.18
124	06/13/2030	13,820.00	498.59	13,321.41	135,336.77
125	07/13/2030	13,820.00	439.27	13,380.73	121,956.04
126	08/13/2030	13,820.00	409.03	13,410.97	108,545.07
127	09/13/2030	13,820.00	364.05	13,455.95	95,089.12
128	10/13/2030	13,820.00	308.64	13,511.36	81,577.76
129	11/13/2030	13,820.00	273.61	13,546.39	68,031.37
130	12/13/2030	13,820.00	220.81	13,599.19	54,432.18
131	01/13/2031	13,820.00	182.56	13,637.44	40,794.74
132	02/13/2031	13,820.00	136.82	13,683.18	27,111.56
133	03/13/2031	13,820.00	82.13	13,737.87	13,373.69
134	04/13/2031	13,418.54	44.85	13,373.69	0.00
Grand Totals		1,496,106.19	1,851,478.54	355,372.35	1,496,106.19

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 Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

By: 
Charlie W. Rogers

Title: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commissioners for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Amended Lease Purchase Agreement For Equipment dated **February 24, 2020**, (the "Amendment to Lease"), by and between the **Welch State Bank**, ("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. 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.

3. 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.

4. Equipment Description: **190TPH Portable Hot Mix Asphalt Plant and 10,000 Gallon Asphalt Storage Tank**

DATED: **February 24, 2020**

By: 

Charlie W. Rogers

Title: **Commissioner Chairman**

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

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input checked="" type="checkbox"/>	
1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 73-6006407	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
115 E. Carl Albert Parkway		3	
6 City, town, or post office, state, and ZIP code McAlester, OK 74501		7 Date of issue 02/24/2020	
8 Name of issue Lease/Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Hope Trammell, County Clerk		10b Telephone number of officer or other employee shown on 10a 918-423-6865	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► Lease/Purchase Equipment	18	1,593,700 00
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

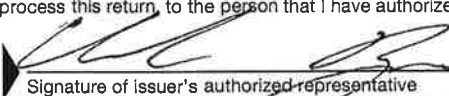
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/13/2031	\$ 1,593,700.00	\$ N/A	12 years	3.94 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

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 that I have authorized above.			
	 Signature of issuer's authorized representative	Date	Charlie Rogers, Commissioner Chairman Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

**AGREEMENT BETWEEN Pittsburg COUNTY
BOARD OF COMMISSIONERS DISTRICT #2
AND THE
OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION**

In accordance with the provisions of 74 O.S.)(1008 authorizing any public agency to enter into a contract with any other public agency to perform any government service, activity or undertaking which any of the contracting public agencies is authorized to perform, the following agreement for purpose of road repair, improvement and maintenance on the Gary Sherrer Wildlife Management Area is hereby made between the Pittsburg County Board of Commissioners, District #2 and the Oklahoma Department of Wildlife Conservation.

The Pittsburg County Board of Commissioners agrees to:


Provide road maintenance on approximately 1 1/2 miles of public access to the Gary Sherrer Wildlife Management Area by supplying road gravel, providing motor grader and operator services, replacing tin horns as needed to provide adequate drainage, and cutting brush and limbs along rights-of-way. Services provided will be beginning July 1, 2020 and ending June 30, 2021.

In consideration of the above materials, equipment and services, the Oklahoma Department of Wildlife Conservation agrees to:

Reimburse the Pittsburg County Board of Commissioners for materials, equipment and services when detailed invoice is submitted not to exceed a maximum of \$2,500.00.

It is further understood by all parties that such work shall be performed on a time available basis recognizing that first priority for the services of the County equipment and employees is reserved to public obligations within the County.

Dated this 24th day of February, 2020.



County Commissioner - District #2
Pittsburg County, Oklahoma

Area Biologist, Oklahoma Department of
Wildlife Conservation

407 E. Main
Antlers, OK 74523
(800) 522-3889 Phone
(580) 298-3335 Fax

"Serving Our Customers Since 1975"



600 N. Broadway Ave
Ada, OK 74820
(580) 332-6300 Phone
(580) 332-0107 Fax

Remit To: 900 E. Wyandotte Ave
McAlester, OK 74501
(888) 332-3431 Phone
(918) 426-3626 Fax

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Pittsburg County Civil Defense
705 EOC Dr
McAlester, OK 74501

Renewal Maintenance Contract Proposal
Contract # MCAC31922-03
Renewal Date Range 2/13/2020 - 2/12/2021

2/13/2020

Dear Valued Customer:

The maintenance contract for your office equipment(s) is/are scheduled for renewal. Please review the attached Renewal Maintenance Contract Proposal, fill in all blanks in the spaces below, and initial the reverse side of this agreement. If your contract needs have changed or you have any questions or concerns, please contact our Contract Department so that we may address them and better serve you. An unreturned Renewal Maintenance Contract Proposal will constitute agreement on your part.

Your Contract Renewal Rate will be \$404.49 billing Annual
Maint-Supply Incl Excl Paper/Networking

Equipment covered under this contract agreement include:

C7069	IMR-4235	QHM07252			
Meter	Meter Group	Meter Group	Covered Copies	Overage Rate	Overage Cycle
B/W	MCAC31922-01-7215-B/W		3,000.00	0.0095	Monthly

Miller Office Equipment thanks you for the opportunity to provide service for all of your office needs.

This is not a bill
Please Sign and Return.
Invoice to follow.

Sincerely,

Shana Arnold
Contract Administrator
sarnold@milleroffice.com
918-426-3600 Phone

Contract# MCAC31922-03

Printed Name: Kevin Enloe

Signature: [Handwritten Signature]

Title: Emergency Management Director

Date: 2/24/2020

New Purchase Order# _____

* This agreement includes and is subject to the terms and conditions on the reverse side of this document.

Miller Office Equipment MAINTENANCE AGREEMENT

This Maintenance Agreement shall become effective upon its acceptance by MOE Systems, LLC(hereinafter referred to as Miller) on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges, if applicable, are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, Miller shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to Miller on all billings on any equipment provided by or serviced by Miller or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings, and equipment lease billings. Miller may charge interest at the rate of one and one-half percent (1.5%) per month on all payments overdue, and in the event of failure of payment, to pursue any available remedies at law or inequity for breach of this Agreement. In the event collection of any amount due hereunder is turned over to an attorney, buyer agrees to be responsible for all fees and expenses incurred in said effort.
2. Miller shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, Miller will provide, depending on contract type chosen, parts which have been broken or worn through normal use, labor which is necessary for servicing and maintenance adjustments, and equipment supplies (not including paper), with no charge. This agreement shall not apply to network connectivity as it is not provided under our maintenance agreements, but rather as separate chargeable service provided at Miller's established rates.
4. All service calls under this Agreement will be made by Miller during normal business hours on the equipment described on the face hereof. Should the equipment be moved to an alternate location, there will be an adjustment to the normal maintenance base and/or copy rate as set forth by Miller. The move of equipment is not included in maintenance agreement and will be done by Miller at a rate determined by Miller based on distance from Miller's service office to new customer location via most convenient route determined by Miller. If service at a time other than during Miller's normal business hours is furnished upon customer's request, it will not be included in customer maintenance agreement and customer will be charged at Miller's established rates for labor and travel then in effect.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of either service by personnel other than Miller personnel or repeated use of supplies other than supplies meeting Miller's published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer, at Miller's established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof and does not include any accessories listed thereon.
7. This Agreement may not be assigned by the customer.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any Governmental authority shall be paid by the customer in accordance with law.
9. Standard Freight and Fuel Surcharge items are included in established Miller's maintenance price rates for contracts types that include parts and supplies. Any contracts excluding parts and/or supplies will be subject to Freight and Fuel Surcharge charges being added to supply order and service call invoices. Rush orders are not considered standard and will result in an extra fee.
10. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire agreement between the customer and Miller with respect to the service to be provided hereunder.
11. If, during the term of this Agreement or any subsequent terms, Miller is unable to obtain parts for the equipment covered under this Agreement, Miller may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
12. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated on the face of this Agreement contract. Changes to this contract may only be made with the consent of the customer and Miller. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months and at a rate established by Miller, unless either party has given thirty(30) days prior written notice to the other of its intention to terminate this agreement as of the end of such term.

(Initial) _____

BILL OF SALE

THIS BILL OF SALE, effective on the date signed below, between Public Service Company of Oklahoma (Seller), and the Board of County Commissioners of Pittsburg County (Buyer), a political subdivision organized in and under the laws of the State of Oklahoma.

Upon receipt of the sum of **ONE DOLLAR** (\$1.00), plus state and local sales taxes, if applicable, (or upon receipt by Seller of Buyer's certificate of exemption from such taxes), Seller sells and transfers to Buyer all of its rights, title and interest in and to the equipment and goods as more particularly described below:

<u>Quantity</u>	<u>Description of Goods</u>	<u>Location</u>
1	Salvaged Metal Shipping Container/Building as identified by AEP/PSO personnel	Latimer County (Locations as further described On Exhibit A)

Bill of Sale Terms and Conditions are attached hereto and made a part of this sale and by signing below, Buyer agrees to the terms and conditions.

Accepted and agreed to on February 24, 2020.

SELLER:

BUYER:

By: _____

By: Charlie Rogers

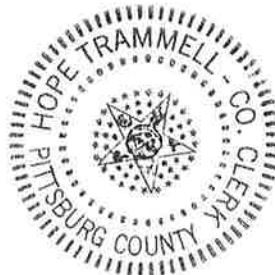
Printed Name:

Printed Name: Charlie Rogers

Title:

Title: County Commissioner

Attest: Hope Trammell
County Clerk



BILL OF SALE TERMS AND CONDITIONS

The following terms and conditions shall apply to this Contract for the Sale of Goods ("Contract"):

1. EXCEPT AS TO TITLE, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. Buyer shall take possession of the goods in place, AS IS. Title to and risk of loss of the goods shall pass to Buyer upon execution of this Contract by both parties, and upon receipt by Seller of payment therefor. Buyer shall then assume all liability for the goods, including payment of all license charges and taxes of any description whatsoever imposed thereon. Buyer shall immediately remove from the goods all names, initials and marks showing the prior ownership by Seller of the goods.
3. Seller represents to Buyer that Seller is the lawful owner of the goods and has a right to sell them and that the goods are free and clear of encumbrances, except, if applicable, the lien of Seller's Mortgage and Deed of Trust. As to such lien, if applicable, Seller represents that the goods will be released therefrom within a reasonable time from the date hereof.
4. Seller's liability, and the liability of the manufacturer of the goods, in all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the sale of the goods by Seller to Buyer shall in no event exceed the amount paid to Seller by Buyer for the goods. In no event shall Seller or the manufacturer of the goods have any obligations or liability for any special, incidental, indirect, punitive or consequential damages howsoever caused, including negligence, arising out of Buyer's use of, or inability to use, the goods. **SELLER SHALL NOT BE LIABLE TO BUYER FOR TREBLE DAMAGES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT.**
5. (a) The laws of the state where the goods are located shall apply to this Section 5. **(b) TO THE EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND AT ITS EXPENSE, AND SAVE SELLER HARMLESS, FROM ANY LIABILITIES, COSTS AND CLAIMS, INCLUDING JUDGMENTS RENDERED AGAINST, AND FINES AND PENALTIES IMPOSED UPON, SELLER AND REASONABLE ATTORNEYS' FEES AND ALL OTHER COSTS OF LITIGATION, ARISING OUT OF THIS CONTRACT, INCLUDING INJURIES, DISEASE OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, INCLUDING ENVIRONMENTAL CLAIMS AND LIABILITIES CAUSED BY BUYER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR IN ANY WAY ATTRIBUTABLE TO THE PERFORMANCE OF THIS CONTRACT, INCLUDING VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, EXCEPT THAT BUYER'S OBLIGATION TO INDEMNIFY SELLER SHALL NOT APPLY TO ANY LIABILITIES ARISING FROM SELLER'S SOLE NEGLIGENCE. TO THE EXTENT PROVIDED IN THIS SECTION 5, BUYER EXPRESSLY AGREES TO INDEMNIFY SELLER FOR SELLER'S ACTS AND OMISSIONS, NEGLIGENT OR OTHERWISE. (c) WITH RESPECT TO CLAIMS AGAINST SELLER BY BUYER'S EMPLOYEES, BUYER AGREES TO EXPRESSLY WAIVE ITS IMMUNITY AS A COMPLYING EMPLOYER UNDER THE WORKERS' COMPENSATION LAW, BUT ONLY TO THE EXTENT THAT SUCH IMMUNITY WOULD BAR OR AFFECT RECOVERY UNDER OR ENFORCEMENT OF THIS INDEMNIFICATION OBLIGATION.** With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. Code Section 4123.74. (d) Buyer shall pay Seller's reasonable attorneys' fees and all costs of litigation associated with enforcement of the obligation set forth in this Section 5.
6. Buyer shall comply with all laws, rules, regulations and orders of any governmental authority pertaining to its performance under this Contract, and agrees to assume all responsibility for and save Seller harmless from and against any liability or damages for violation thereto or non-compliance therewith by Buyer.
7. No waiver by either party of any default shall be deemed a waiver of any subsequent default.
8. Neither party shall be considered in default in the performance of its obligations herein to the extent that performance is delayed or prevented due to causes beyond the reasonable control of said party.
9. Buyer agrees to furnish and maintain for itself and/or its subcontractors at all times while on Seller's site to inspect or take possession of the goods or for any other reason the following policies of insurance, which shall be evidenced by an acceptable certificate of insurance delivered to Seller before entering Seller's Site:
 - (a) Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate.
 - (b) Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.
10. Neither Buyer nor Seller may assign any part of this Contract without the prior written consent of the other, which consent shall not be unreasonably withheld.
11. In the performance of this Contract, Buyer is and shall be an independent contractor and is not an agent or employee of Seller.
12. While on Seller's site, Buyer shall perform its obligations under this Contract in a safe and careful manner, and shall comply with and enforce all laws, rules and regulations applicable to safety and health standards. All personnel and vehicles entering or leaving Seller's site may be subject to inspection at any time by Seller.
13. Seller may, for its convenience, cancel this Contract upon written notice to Buyer. Upon cancellation, Buyer shall submit to Seller an invoice with supporting information setting forth Buyer's unavoidable direct costs incurred as a result of cancellation. Seller shall not be responsible for Buyer's lost profits which would have arisen from the performance of this Contract.
14. This Contract shall be governed by the laws of the State of Oklahoma.
15. This Contract constitutes the entire agreement between the parties. Additional or different terms contained in Buyer's proposal or Buyer's acceptance shall not become a part of this Contract unless expressly agreed to in writing and signed by Seller.

EXHIBIT A

Name	Buffalo Mtn Rpt TS	Ship To Code	918T
Facilities Mgmt Code	21508	Complex Name	okbuffalomnts
ID	BFFMT	Full name	Buffalo Mtn Rpt TS
Disabled			

Physical Location	Contact Information	Telecom Information	Accounting Information	FAA Information	Medical Emergency Information	911 Information	Additional Details
Street	9.5 mi W of						County Lathimer
City	Talihina						Latitude 34.7511944
State / Province	OK						Longitude -95.1793889
Zip / Postal Code	74571						
Country	US						
Directions	E911 3 miles West on OK-63 & OK-1, West 6.5 miles on light duty road.						

RESOLUTION
#20-222

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, Pittsburg County Sheriff's Office would like to have the following items declared surplus to be sold at auction:

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>SERIAL/VIN#</u>
B810	2014 FORD F-150 TRUCK	1FTFW1EF1EKF40724
B831	2015 CHEVROLET SILVERADO TRUCK	IGCVKPEC0FZ184212

WHEREAS, the above-mentioned items are no longer needed by the Pittsburg County Sheriff and shall be sold at the McAlester Auto Auction on Thursday, March 12, 2020.

THEREFORE, BE IT KNOWN, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned items surplus, to be sold at the McAlester Auto Auction on Thursday, March 12, 2020.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



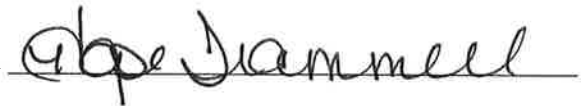
MEMBER



MEMBER



COUNTY CLERK





RESOLUTION
20-223

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, on February 10, 2020, the Board of County Commissioners approved lease documents for a 2019 RAM 1500 Crew Cab SSV, Serial# 1CRR7XT1KS741049.

WHEREAS, it was noticed on inspection of the vehicle that it had been damaged before Pittsburg County had taken possession and the County refused delivery of this vehicle.

WHEREAS, the vendor is preparing a replacement vehicle and the lease documents for the above-mentioned vehicle should be voided and the motion to approve rescinded. A copy of said lease documents are attached.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby rescind the motion to approve the lease documents for the 2019 RAM 1500 Crew Cab SSV, Serial# 1CRR7XT1KS741049, therefore voiding said lease documents.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

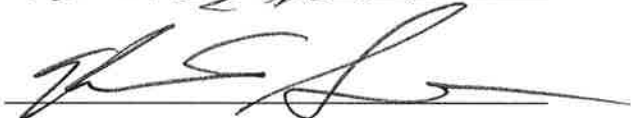
CHAIRMAN



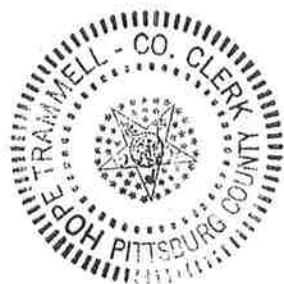
VICE CHAIRMAN



MEMBER



COUNTY CLERK



Pittsburg County, OKLAHOMA

LEASE PURCHASE AGREEMENT

This agreement is made this **February 10, 2020** by and between the Board of County Commissioners of Pittsburg County, Oklahoma, designated throughout this agreement as the Lessee, and John Vance Motors, 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>
2019 Ram	1500	Crew Cab SSV	1C6RR7XT1KS741049	1	\$29,089.00	\$31,572.96

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 **\$657.77** 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 3 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 8 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title To Equipment

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

VI. Option To Purchase

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

VII. Delivery And Return Of Equipment

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

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

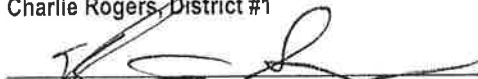
Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written 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


Kevin Smith, District #2


Ross Selman, District #3

FOR THE LESSOR: John Vance Motors

ATTEST: 
Hope Trammell, County Clerk



SCHEDULE OF RENTAL PAYMENTS

Lease No. 64371

This Schedule is executed by John Vance Motors ("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 February 10, 2020 ("Lease"), between Lessor and Lessee.

EQUIPMENT LOCATION: Sheriff's Department

PAYMENT SCHEDULE:

RATE: State Contract Rate


Equipment Cost \$29,089.00

	Date	Payment	Interest	Principal	Balance
Loan	02/10/2020				29,089.00
1	03/10/2020	657.77	94.21	563.56	28,525.44
2	04/10/2020	657.77	98.76	559.01	27,966.43
3	05/10/2020	657.77	93.70	564.07	27,402.36
4	06/10/2020	657.77	94.87	562.90	26,839.46
5	07/10/2020	657.77	89.93	567.84	26,271.62
6	08/10/2020	657.77	90.96	566.81	25,704.81
7	09/10/2020	657.77	88.99	568.78	25,136.03
8	10/10/2020	657.77	84.22	573.55	24,562.48
9	11/10/2020	657.77	85.04	572.73	23,989.75
10	12/10/2020	657.77	80.38	577.39	23,412.36
11	01/10/2021	657.77	81.06	576.71	22,835.65
12	02/10/2021	657.77	79.06	578.71	22,256.94
13	03/10/2021	657.77	69.60	588.17	21,668.77
14	04/10/2021	657.77	75.02	582.75	21,086.02
15	05/10/2021	657.77	70.65	587.12	20,498.90
16	06/10/2021	657.77	70.97	586.80	19,912.10
17	07/10/2021	657.77	66.72	591.05	19,321.05
18	08/10/2021	657.77	66.89	590.88	18,730.17
19	09/10/2021	657.77	64.85	592.92	18,137.25
20	10/10/2021	657.77	60.77	597.00	17,540.25
21	11/10/2021	657.77	60.73	597.04	16,943.21
22	12/10/2021	657.77	56.77	601.00	16,342.21
23	01/10/2022	657.77	56.58	601.19	15,741.02
24	02/10/2022	657.77	54.50	603.27	15,137.75
25	03/10/2022	657.77	47.34	610.43	14,527.32
26	04/10/2022	657.77	50.30	607.47	13,919.85
27	05/10/2022	657.77	46.64	611.13	13,308.72
28	06/10/2022	657.77	46.08	611.69	12,697.03
29	07/10/2022	657.77	42.54	615.23	12,081.80
30	08/10/2022	657.77	41.83	615.94	11,465.86
31	09/10/2022	657.77	39.70	618.07	10,847.79
32	10/10/2022	657.77	36.35	621.42	10,226.37
33	11/10/2022	657.77	35.41	622.36	9,604.01

34	12/10/2022	657.77	32.18	625.59	8,978.42
35	01/10/2023	657.77	31.08	626.69	8,351.73
36	02/10/2023	657.77	28.92	628.85	7,722.88
37	03/10/2023	657.77	24.15	633.62	7,089.26
38	04/10/2023	657.77	24.54	633.23	6,456.03
39	05/10/2023	657.77	21.63	636.14	5,819.89
40	06/10/2023	657.77	20.15	637.62	5,182.27
41	07/10/2023	657.77	17.36	640.41	4,541.86
42	08/10/2023	657.77	15.72	642.05	3,899.81
43	09/10/2023	657.77	13.50	644.27	3,255.54
44	10/10/2023	657.77	10.91	646.86	2,608.68
45	11/10/2023	657.77	9.03	648.74	1,959.94
46	12/10/2023	657.77	6.57	651.20	1,308.74
47	01/10/2024	657.77	4.53	653.24	655.50
48	02/10/2024	657.77	2.27	655.50	0.00
Grand Totals		31,572.96	2,483.96	29,089.00	

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 Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay rental payments following the then current original term or renewal term, this agreement shall be deemed terminated at the end of the then current original term or renewal term. Final payment may vary due to the actual date payments were received.

LESSEE: Pittsburg County

BY: 
 Charlie Rogers

TITLE: Commissioner Chairman

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Chairman of the Board of County Commissioners for **Pittsburg County**, State of Oklahoma ("Lessee") with respect to the Lease Purchase Agreement For Equipment dated **February 10, 2020**, (the "Lease"), by and between the **John Vance Motors**, ("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 **March 10th, 2020**, and the **10th** 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: **2019 Ram 1500 Crew Cab SSV VIN# 1C6RR7XT1KS741049**

DATED: **February 10, 2020**

BY: 

Charlie Rogers

TITLE: **Commissioner Chairman**

(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 **February 10, 2020** ("Lease") by **John Vance Motors** ("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 Street, Oklahoma City, OK 73105

Telephone: 800-982-6212

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: **\$29,089.00**

Equipment Description: **2019 Ram 1500 Crew Cab SSV VIN# 1C6RR7XT1KS741049**

Equipment Location: **Sheriff's Department**

Lessee: **Pittsburg County**

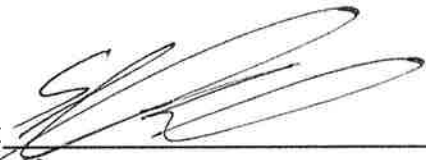
BY: 
Charlie Rogers

TITLE: Commissioner Chairman

OPINION OF COUNSEL

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated February 10, 2020 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: Chuck Sullivan
Title: District Attorney
Date: 2-5-2020

**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 2019-2020.
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 2019-2020 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 2019-2020 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 February 10, 2020.

Lessee: **Pittsburg County**

BY: 
Charlie Rogers

TITLE: Commissioner Chairman

Attest: 
Hope Trammell, County Clerk



February 10, 2020

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

Re: Lease Purchase Agreement For Equipment dated February 10, 2020, between John Vance Motors, Lessor, and Pittsburg County, Lessee.

Dear Board of County Commissioners:

Please be advised that John Vance Motors 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: Tammie Harris, Assistant Vice President

BY: 
Charlie Rogers

TITLE: Commissioner Chairman

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

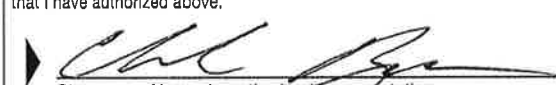
▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name Pittsburg County Board of County Commissioners		2 Issuer's employer identification number (EIN) 7 3 6 0 0 6 4 0 7
3 Number and street (or P.O. box if mail is not 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) 918-423-6865
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 918-423-6865

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 29,089 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 02/10/2020	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a 29,089 00
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 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: 7 3 0 5 0 4 8 3 0	

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

Charlie Rogers, Commissioner Chairman
 Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

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

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

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 Obligations.

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 line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not 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.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE entered into this February 10, 2020 by and between **John Vance Motors** (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 February 10, 2020 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: John Vance Motors

ASSIGNEE: **Welch State Bank**

By: _____

By: _____
Tammie Harris, Assistant Vice President

RESOLUTION
20-224

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, the following individual wishes to make donation to the Pittsburg County Sheriff's Donation Account:

Kirk Nall, \$100.00

WHEREAS, the Board of County Commissioners accepts this donation on behalf of the Pittsburg County Sheriff's Office, to be deposited into the Pittsburg County Donation account, to be used for items that cannot be purchased with county funds.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby approve the donation, to be deposited into the Pittsburg County Sheriff's Office Donation account.

SHERIFF Chimoni

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN Chal

MEMBER Ron Selway

MEMBER J. S.

COUNTY CLERK Hope Trammell



RESOLUTION
20-225

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, on January 21, 2020, the Board of County Commissioners, Pittsburg County, passed Resolution #20-181, setting the filing period for February 10 - 14, 2020, for persons to file for positions to the Pittsburg County Free Fair Board of Directors.

WHEREAS, the above-mentioned Resolution also stated that the Pittsburg County Free Fair Board of Directors Election would be held on March 12, 2020.

WHEREAS, following the filing period it was determined that only one person filed for the Pittsburg County Free Fair Board of Directors, so no election shall be needed and the election scheduled for March 12, 2020 should be cancelled.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby cancel the Pittsburg County Free Fair Board of Directors election, scheduled for March 12, 2020.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

CHAIRMAN



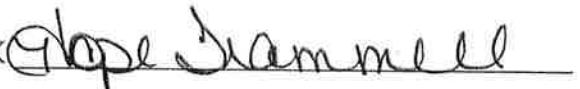
VICE CHAIRMAN



MEMBER



COUNTY CLERK



RESOLUTION
20-226

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, February 24, 2020.

WHEREAS, Pittsburg County held the filing period for the Pittsburg County Free Fair Board of Directors, beginning February 10, 2020 through February 14, 2020 in the office of the Pittsburg County Clerk.

WHEREAS, after the filing period had ended, it was determined that only one person had filed for the Pittsburg County Free Fair Board of Directors. Billy Don Stacks, the current member of the Board of Directors for District #3 was the only person to file and should therefore be re-appointed to the Pittsburg County Free Fair Board of Directors.

WHEREAS, since there were no filings for District #1 and District #2, the seats shall be filled by appointment by the Board of County Commissioners.

WHEREAS, District #1 Commissioner Charlie Rogers wishes to appoint Patty Mason to the Pittsburg County Free Fair Board of Directors after receiving an affirmative response to her willingness to serve.

WHEREAS, District #2 Commissioner Kevin Smith wishes to re-appoint Danny Haynes to the Pittsburg County Free Fair Board of Directors after it was determined that he wishes to retain his current seat of the Board of Directors.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby appoint Patty Mason, District 1; Danny Haynes, District 2; Billy Don Stacks, District 3 with each seat expiring in 2023.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

VICE CHAIRMAN

MEMBER

COUNTY CLERK

**PITTSBURG COUNTY COMMISSIONER
FEBRUARY 24, 2020
MINUTES**

The Board of County Commissioners, Pittsburg County, met in regular session on February 24, 2020 at 9:00 A.M., Meeting held in County Commissioners Conference Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:32 A.M., February 7, 2020.

ROLL CALL: The meeting was called to order by Chairman Rogers. 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 MEETING MINUTES:

A. REGULAR MEETING MINUTES FROM FEBRUARY 18, 2020: The minutes from the previous meeting, February 18, 2020 regular meeting were read. Selman made a motion to approve the minutes as read; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: Representative from Congressman Mullins Office stated explained a 4.6 trillion deficit reduction and the VA hospital to be built in Tulsa.

6. OFFICIALS – DEPARTMENT REPORTS:

A. COMMISSIONERS:

i. SOUTHEASTERN PUBLIC LIBRARY SYSTEM OF OKLAHOMA REVISED BUDGET FOR FY 2020: The board reviewed the revised budget.

B. FLOODPLAIN:

i. FLOODPLAIN REPORT FOR JANUARY 2020: The board reviewed the floodplain report.

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. BLANKET PURCHASE ORDERS:

DEPT	PO	AMOUNT	VENDOR
Sheriff	6982	\$5,000.00	Buck Wilson Body Shop
Jail M&O	6983	\$2,000.00	Wood Pharmacy
Sheriff	6984	\$ 100.00	Staples
Sheriff	6985	\$ 500.00	Holman's Fast Lube
Sheriff	6986	\$ 300.00	Lowes
Fire Fighters Assoc.	6987	\$2,000.00	Clifford Power

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DEPT	PO	AMOUNT	VENDOR
District #1	6988	\$ 500.00	Kiamichi Automotive
District #1	6989	\$1,000.00	Rinker's Automotive
District #2	6991	\$4,000.00	Parrott Trucking
District #3	6992	\$4,000.00	B&L Transport

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

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

B. WEEKLY FUEL BIDS: The following fuel bids were received.

VENDOR	UNLEADED NON ETHANOL	UNDYED LOW S. DIESEL	DYED LOW S. DIESEL	PROPANE
RAM INC.	2.0600	1.9300	1.9300	1.7900
HOOTEN	2.1232	2.0082	2.0117	No Bid
HOPKINS	2.0700	1.9850	1.9850	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 they cannot deliver, to move to the next lowest bidder; seconded by Smith.

AYE: Charlie Rogers
 Ross Selman
 Kevin Smith

NAY: None.

Motion Passed.

C. MONTH-END PAYROLL: Selman made a motion to approve the month-end payroll; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

8. UNFINISHED BUSINESS:

A. RESOLUTION 20-221 TO ADVERTISE FOR A NEW PHONE SYSTEM FOR PITTSBURG COUNTY: Smith made a motion to advertise; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

9. AGENDA ITEMS:

A. DISCUSSION REGARDING LETTER OF SUPPORT FROM THE PITTSBURG COUNTY SHERIFF FOR THE PITTSBURG COUNTY 911 CENTER: Sheriff Morris presented the board with estimated costs for the Sheriff's Office to run a county 911 center. Sheriff Morris stated that he is all for the county having the 911 center but his option the county would be saving the county around \$240,000 a year. Morris stated that the warrants have to be housed at the sheriff's office and his department would not have access to olets after 5:00. Selman asked how other counties do it. Enloe stated that some have the warrants housed at the 911 center, some have a warrant officer. Enloe stated that they have toured several 911 centers. Enloe stated that the State is trying to consolidate the 911 centers and have one per county. Enloe said that the less you transfer the calls the better. Enloe stated that the State 911 board will be reviewing the Pittsburg County and Beaver County plans this week. Smith asked that if our plan changes would we have to start all over next year. Enloe asked haw the 911 center be detrimental to the Sheriff Office.

Sheriff Morris explained that for them to have access to like olets the cost will double and the bills will hinder the department. Morris stated that AT&T will set up updated equipment and no upfront costs. Selman stated that the county has went through a lot to get where we are at and will have top notch equipment. Enloe stated that the equipment will allow the county to be linked to adjoining counties and the AT&T system does not have that ability, plus we will have text to 911 ability which could be an advantage in some situations. Sheriff Morris stated that AT&T does that also. Smith asked if the maintenance was included and Morris stated that it is. Sheriff stated that the option he presented is less expensive. Smith stated that they have had numerous conversations about the budget. Sheriff Morris stated that he will need to keep some of the dispatcher's salaries. Smith stated that the board realizes that the Sheriff will need to have someone for the warrants. Smith asked if the proposal will be supported as is. Sheriff Morris stated that he won't as proposed.

B. DISCUSSION AND TAKE ACTION TO APPROVE RESOLUTION SUPPORTING THE PITTSBURG COUNTY SHERIFF IN DECLARING PITTSBURG COUNTY, OKLAHOMA, A 2ND AMENDMENT CONSTITUTIONAL RIGHTS PROTECTED

COUNTY: Sheriff Morris explained the declaration. Smith stated that there is not anyone more for gun rights than he is. Retired Judge James Bland stated that he has spoken to Sheriff Morris concerning some of the wording in the declaration and explained his concerns. Morris stated that he has corrected the wording regarding Retired Judge Bland's concerns. Smith made a motion to table the item until next week to correct the item on the agenda since it is not a resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

C. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR LEASE #64449 FOR ONE

2019 RAM 1500 CREW CAB - SHERIFF: Hope Trammell explained that this is a correction to a previous lease as the original vehicle was damaged before delivery. Smith made a motion to approve the lease documents; seconded by Rogers.

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AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

D. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR LEASE # 8400001379 FOR ONE (1) 2020 JOHN DEERE MOTOR GRADER – DISTRICT 1: Smith made a motion to approve the lease documents; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

E. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR LEASE # 8400001353 FOR ONE (1) 2020 JOHN DEERE MOTOR GRADER – DISTRICT 1: Rogers made a motion to approve the lease documents; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

F. APPROVE/DISAPPROVE LEASE DOCUMENTS FOR LEASE # 64470 FOR ONE (1) ETNYRE CHIP SPREADER – DISTRICT 1: Rogers stated that the chip spreader is a used 2019. Rogers made a motion to approve the lease documents; seconded by Smith.

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AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

Hope Trammell asked how the chip spreader is used and on the state contract. Rogers stated that he will have to get that information.

Smith made a motion to rescind the previous motion; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

Smith made a motion to table the item from the agenda; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

G. APPROVE/DISAPPROVE AMENDED LEASE DOCUMENTS FOR LEASE 61207 FOR THE PITTSBURG COUNTY ASPHALT PLANT: Smith made a motion to approve the amended lease documents; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

H. APPROVE/DISAPPROVE AGREEMENT BETWEEN PITTSBURG COUNTY AND THE OKLAHOMA DEPARTMENT OF WILDLIFE FOR THE PURPOSE OF ROAD REPAIR, IMPROVEMENTS AND MAINTENANCE ON THE GARY SHERRER WILDLIFE MANAGEMENT AREA – DISTRICT 2: Smith made a motion to approve the agreement; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

I. APPROVE/DISAPPROVE RENEWAL MAINTENANCE CONTRACT PROPOSAL BETWEEN PITTSBURG COUNTY EMERGENCY MANAGEMENT AND MILLER OFFICE EQUIPMENT: Selman made a motion to approve the contract; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

J. APPROVE/DISAPPROVE BILL OF SALE BETWEEN PUBLIC SERVICE COMPANY OF OKLAHOMA AND PITTSBURG COUNTY EMERGENCY MANAGEMENT FOR A SALVAGED METAL SHIPPING CONTAINER/BUILDING:

Smith made a motion to approve the bill of sale; seconded by Rogers.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

K. RESOLUTION 20-222 TO DECLARE ITEMS SURPLUS - SHERIFF: Rogers read the resolution stating the following items.

DESCRIPTION	ITEM#	SERIAL/VIN #
2014 Ford F-150 Truck	B810	1FTFW1EF1EKF40724
2015 Chevrolet Silverado Truck	B831	1GCVKPEC0FZ184212

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

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

L. RESOLUTION 20-223 TO RESCIND MOTION APPROVING LEASE DOCUMENTS FOR LEASE # 64371 FOR ONE (1) 2019 RAM 1500 CREW CAB – SHERIFF: Smith made a motion to approve the resolution; seconded by Selman.

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AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

M. RESOLUTION 20-224 TO ACCEPT DONATION – SHERIFF: Rogers read the resolution. Rogers made a motion to approve the resolution; seconded by Smith.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

N. RESOLUTION 20-225 TO CANCEL FREE FAIR BOARD ELECTION SCHEDULED FOR MARCH 12, 2020: Sandra Crenshaw explained the resolution. Smith made a motion to approve the resolution; seconded by Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed.

O. RESOLUTION 20-226 TO APPOINT BOARD MEMBERS TO THE PITTSBURG COUNTY FREE FAIR BOARD OF DIRECTORS: Rogers read the resolution. Smith made a motion to approve the resolution; seconded by Selman.

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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 FORESEEN PRIOR TH POSTING THE AGENDA: None.

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

13. 10:00 A.M. – BIDS: 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 Selman.

AYE: Charlie Rogers
Ross Selman
Kevin Smith

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account

Fiscal Year : 2019-2020

Date Range: 02/24/2020 to 02/24/2020

PO	Warrant No.	Vendor Name	Purpose	Amount
----	-------------	-------------	---------	--------

ANIMAL SHELTER DONATIONS

AS-D

006857	000009	WALMART COMMUNITY/SNYCB	DOG TREATS	\$ 161.37
			Total:	\$ 161.37

ANIMAL SHELTER MAINTENANCE & OPERATIONS

AS-MO

006536	000475	BRIGGS PRINTING	RECEIPT BOOKS	\$ 246.00
006672	000476	ATWOODS	PUPPY FOOD	\$ 594.35
006719	000477	MARK FERRELL DVM PC	VET SERVICES	\$ 800.00
006739	000478	UNITED PACKAGING & SHIPPING	SHIPPING	\$ 41.92
006858	000479	WALMART COMMUNITY/SNYCB	KENNEL SUPPLIES	\$ 861.18
006893	000480	MWI VET SUPPLY	VET SUPPLIES	\$ 633.81
006912	000481	MARK FERRELL DVM PC	VET SERVICES	\$ 800.00
			Total:	\$ 3,977.26

CIVIL DEFENSE

CD-2

006949	000105	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 377.47
006950	000106	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 601.61
006951	000107	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 10.21
			Total:	\$ 989.29

DISTRICT 18 DRUG COURT

DC-2

006873	000142	REDWOOD TOXICOLOGY LABORATOR	LAB FEES	\$ 676.38
006964	000143	MILLER OFFICE EQUIPMENT	MONTHLY SERVICE	\$ 73.98
			Total:	\$ 750.36

DISTRICT 18 MISDEMEANOR DIVERSION

MDC-2

006965	000001	COMPLIANCE RESOURCE GROUP	DRUG TEST	\$ 37.00
--------	--------	---------------------------	-----------	----------

PO	Warrant No.	Vendor Name	Purpose	Amount
DISTRICT 18 MISDEMEANOR DIVERSION				
			Total:	\$ 37.00
FIRE DEPARTMENTS SALES TAX				
FD-ALDSN-2				
005287	000821	COMDATA	FUEL	\$ 167.10
			Total:	\$ 167.10
FD-BGTSL-2				
006962	000822	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 177.83
			Total:	\$ 177.83
FD-BLNCO-2				
006945	000823	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 242.00
006946	000824	KIAMICHI ELECTRIC COOP.	MONTHLY SERVICE	\$ 80.00
			Total:	\$ 322.00
FD-CANDN-2				
000859	000825	EUFAULA AUTO PARTS INC	AUTO PARTS	\$ 161.95
006865	000826	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 102.39
006900	000827	FIRE SUPPLY AND CONSULTING	CONSULTING FEES	\$ 3,500.00
			Total:	\$ 3,764.34
FD-CRWDR-2				
005389	000828	THE BURROWS AGENCY	INSURANCE	\$ 9,938.00
			Total:	\$ 9,938.00
FD-FFA-2				
002143	000829	CLIFFORD POWER SYSTEMS	REPEATER REPAIR	\$ 778.00
006958	000830	CITY OF MCALESTER	MONTHLY SERVICE	\$ 75.81
			Total:	\$ 853.81
FD-HGHIL-2				
005292	000831	COMDATA	FUEL	\$ 79.93
			Total:	\$ 79.93
FD-HWARP-2				
006959	000832	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 80.89
			Total:	\$ 80.89

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

FD-HWY9-2

006644	000833	JET TIRE SERVICE	TIRES	\$ 1,982.30
006890	000834	FIRE SUPPLY AND CONSULTING	CONSULTING FEES	\$ 3,500.00
			Total:	\$ 5,482.30

FD-INDIN-2

005041	000835	MILLS CHIROPRACTIC	DRUG TEST	\$ 28.00
006667	000836	MYDER FIRE SUPPORT	PUMP TEST	\$ 430.00
006863	000837	OKLA. NATURAL GAS COMPANY	MONTHLY SERVICE	\$ 59.26
			Total:	\$ 517.26

FD-PTSBG-2

005915	000838	PRO KILL INC.	PEST CONTROL	\$ 48.00
			Total:	\$ 48.00

FD-SAMPT-2

005490	000839	TRACTOR SUPPLY CREDIT PLAN	LED LIGHTS ETC.	\$ 445.89
006664	000840	MYDER LLC	PUMP TEST	\$ 430.00
			Total:	\$ 875.89

FD-SHGRV-2

006968	000841	US CELLULAR	MONTHLY SERVICE	\$ 27.61
			Total:	\$ 27.61

FD-SHGRV-3

006364	000842	DEFRANGE AUTO	TOOL BOX	\$ 495.00
			Total:	\$ 495.00

FD-TANHL-2

006600	000843	OK FIRE	LIGHTS	\$ 1,074.00
			Total:	\$ 1,074.00

FD-TANHL-3

006214	000844	VICKERS POWERSPORTS		\$ 29,499.00
			Total:	\$ 29,499.00

GENERAL

A-2

006974	002649	BERNARD, KAYLENE	TRANSCRIPTS	\$ 448.00
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PO	Warrant No.	Vendor Name	Purpose	Amount
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GENERAL

A-2

Total: \$ 448.00

B-2

004539	002650	COMDATA	FUEL	\$ 4,673.98
005275	002651	COMDATA	FUEL	\$ 5,619.26

Total: \$ 10,293.24

B-4

006879	002652	US FOODS	INMATE GROCERIES	\$ 1,186.08
006880	002653	US FOODS	INMATE GROCERIES	\$ 1,071.27
006881	002654	PERFORMANCE FOODSERVICE	INMATE GROCERIES	\$ 944.31
006885	002655	US FOODS	INMATE GROCERIES	\$ 1,263.86

Total: \$ 4,465.52

C-2

006903	002656	CANON FINANCIAL SERVICES	COPIER LEASE	\$ 130.00
006904	002657	MAILFINANCE	POSTAGE METER LEASE	\$ 344.05

Total: \$ 474.05

D-2

006888	002658	CANON FINANCIAL SERVICES	MONTHLY COPIER LEAS	\$ 175.00
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Total: \$ 175.00

E-1A

006871	002659	OSU COOPERATIVE EXTENSIVE SER.	PERSONAL SERVICES	\$ 13,177.87
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Total: \$ 13,177.87

E-2

006939	002660	ALERT 360	MONTHLY SERVICE	\$ 36.75
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Total: \$ 36.75

F-2

006930	002661	MILLER OFFICE EQUIPMENT	MAINTENANCE CONTRA	\$ 159.15
006967	002662	PITNEY BOWES RESERVE ACCOUNT	POSTAGE	\$ 1,000.00

Total: \$ 1,159.15

H-1B

006915	002663	VESTER, TARENCE E.	TRAVEL EXPENSES	\$ 68.83
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Total: \$ 68.83

PO	Warrant No.	Vendor Name	Purpose	Amount
GENERAL				
H-2				
006349	002664	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 228.56
			Total:	\$ 228.56
K-2				
006872	002665	EASTERN OK YOUTH SERVICES INC	JUVENILE DETENTION	\$ 3,234.51
			Total:	\$ 3,234.51
R-1A				
006927	002666	EXPRESS SERVICES INC	PERSONAL SERVICES	\$ 648.80
			Total:	\$ 648.80
R-2				
006809	002667	LOWES	PLYWOOD	\$ 150.99
006937	002668	CENTER POINT ENERGY ARKLA	MONTHLY SERVICE	\$ 198.85
006870	002669	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 208.12
006895	002670	ADA PAPER COMPANY	JANITORIAL SUPPLIES	\$ 553.77
006929	002671	MCALESTER NEWS CAPITAL & DEM.	PUBLICATION	\$ 495.30
006936	002672	VITAL RECORDS CONTROL	SHRED SERVICE	\$ 1,206.00
006966	002673	CINTAS CORPORATION # 618	JANITORIAL SUPPLIES	\$ 45.78
			Total:	\$ 2,858.81
SL-2				
006792	002674	PITNEY BOWES SUPPLIES	INK CARTRIDGE	\$ 161.48
			Total:	\$ 161.48
SO-1B				
006914	002675	LYONS, TOMMY	TRAVEL	\$ 202.35
006916	002676	COSPER, CONCHATTA L.	TRAVEL EXPENSES	\$ 78.54
			Total:	\$ 280.89
SR-2				
000031	002677	KIAMICHI AUTOMOTIVE WAREHOUSE	AUTO PARTS	\$ 142.09
			Total:	\$ 142.09
HEALTH				
MD-1B				
005599	000246	CALLAWAY, LINDA	TRAVEL	\$ 61.79
			Total:	\$ 61.79

PO	Warrant No.	Vendor Name	Purpose	Amount
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HEALTH

MD-2

006371	000247	DENTAL HEALTH PRODUCTS INC.	DENTAL SUPPLIES	\$ 74.48
006859	000248	AT&T	MONTHLY SERVICE	\$ 1,536.31
006860	000249	AVAYA	MONTHLY SERVICE	\$ 261.49
006861	000250	WALMART COMMUNITY/SNYCB	BOTTLED WATER	\$ 11.82

Total: \$ 1,884.10

HIGHWAY CASH

T-3 #2

006854	002033	GARAGE DOORS OF MCALESTER	LABOR	\$ 16,885.00
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Total: \$ 16,885.00

HIGHWAY SALES TAX

TST-2 #1

004572	002007	H2O DEPOT	COOLER RENTAL	\$ 20.00
005509	002008	OTA PIKEPASS	BLANKET	\$ 34.85
005511	002009	H2O DEPOT	BLANKET	\$ 20.00
005786	002010	JET TIRE SERVICE	TIRES & SERVICE CALL	\$ 329.49
005836	002011	ADA PAPER COMPANY	COPY PAPER	\$ 65.40
006463	002012	STIGLER STONE	1" CRUSHER RUN	\$ 4,200.88
006651	002013	KIRBY SMITH INC.	FILTERS	\$ 233.11
006688	002014	DIRECT DISCOUNT TIRE	TIRES & SERVICES	\$ 451.00
006751	002015	RAM INC	DIESEL	\$ 1,441.83
006752	002016	KIAMICHI AUTOMOTIVE WAREHOUSE	SHOP SUPPLIES	\$ 280.00
006753	002017	LOWES	SHOP SUPPLIES	\$ 399.82
006756	002018	GREEN GUARD FIRST AID & SAFETY	MEDICINE CABINET RES	\$ 104.79
006794	002019	RAM INC	FUEL	\$ 3,280.51
006866	002020	RAM INC	DIESEL	\$ 1,489.92
006921	002021	LAZY HORSE RANCH LLC	LEASE AGREEMENT	\$ 2,750.00
006971	002022	US CELLULAR	MONTHLY SERVICE	\$ 37.20

Total: \$ 15,138.80

TST-2 #2

000090	002023	H2O DEPOT	WATER ETC.	\$ 92.50
001101	002024	H2O DEPOT	BOTTLED WATER ETC.	\$ 70.00
001935	002025	H2O DEPOT	BOTTLED WATER ETC.	\$ 40.50
003883	002026	H2O DEPOT	WATER & COOLER RENT	\$ 26.00
005512	002027	OTA PIKEPASS	BLANKET	\$ 5.45
005513	002028	H2O DEPOT	BLANKET	\$ 10.00
006013	002029	RINKERS AUTO	SHOP SUPPLIES	\$ 728.94
006050	002030	DOLESE	2 1/2" CRUSHER RUN	\$ 4,396.37

PO	Warrant No.	Vendor Name	Purpose	Amount
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HIGHWAY SALES TAX

TST-2 #2

006307	002031	PREMIER TRUCK GROUP	PARTS	\$ 421.42
006433	002032	RINKERS AUTO	PARTS & SHOP SUPPLIE	\$ 346.35
006491	002033	RAM INC	FUEL	\$ 4,743.85
006496	002034	DOLESE	1 1/2" ODOT BASE TYPE	\$ 10,318.90
006602	002035	HATCO FEED STORE	FENCE SUPPLIES	\$ 662.99
006648	002036	PARROTT TRUCKING	CONTRACT HAULING	\$ 1,734.70
006729	002037	PREMIER TRUCK GROUP	SHOP SUPPLIES	\$ 421.42
006847	002038	ATLINK SERVICES	MONTHLY INTERNET SE	\$ 125.00

Total: \$ 24,144.39

TST-2 #3

005526	002039	WELDON PARTS INC.	BLANKET	\$ 460.56
005528	002040	COMDATA	BLANKET	\$ 5,278.38
005558	002041	TESSCO	RADIO HARDWARE	\$ 273.10
005559	002042	ICOM AMERICA INC.	RADIOS	\$ 743.58
006106	002044	ADVANCED WORKZONE	JACKETS	\$ 130.00
006344	002045	RUSH TRUCK CENTER	PARTS	\$ 621.36
006437	002046	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS & SHOP SUPPLIE	\$ 1,399.62
006483	002047	CUSTOM PRODUCTS CORPORATION	ROAD SIGNS	\$ 1,704.25
006486	002048	KIRBY SMITH INC.	GRADER BLADES	\$ 1,217.20
006613	002049	WARREN POWER & MACHINERY INC.	WINDOW GLASS	\$ 236.12
006652	002050	B & L TRANSPORT	CONTRACT HAULING	\$ 5,819.76
006654	002051	T & W TIRE	TIRES & SERVICES	\$ 201.59
006660	002052	PREMIER TRUCK GROUP	FILTERS	\$ 436.97
006661	002053	RUSH TRUCK CENTER	PARTS	\$ 386.80
006670	002054	FLEET PRIDE	PARTS	\$ 868.89
006676	002055	SUMMIT TRUCK GROUP	PARTS	\$ 31.24
006683	002056	ATWOODS	PARTS & SHOP SUPPLIE	\$ 40.70
006687	002057	OKLAHOMA DEPT. OF AGRICULTURE	LICENSE RENEWAL	\$ 50.00
006720	002058	CUSTOM PRODUCTS CORPORATION	SIGNS & SIGN SUPPLIES	\$ 976.99
006727	002059	FLEET PRIDE	FILTERS	\$ 867.36
006779	002060	OKLAHOMA TAX COMMISSION	TITLE	\$ 12.50
006789	002061	DOLESE	GRAVEL	\$ 10,289.36
006805	002062	RAM INC	FUEL	\$ 3,626.76
006831	002063	B & L TRANSPORT	CONTRACT HAULING	\$ 1,439.28
006837	002064	B & L TRANSPORT	CONTRACT HAULING	\$ 3,899.88
006840	002065	KIAMICHI AUTOMOTIVE WAREHOUSE	PARTS	\$ 277.99
006869	002066	MILLER OFFICE EQUIPMENT	MONTHLY COPIER MAINT	\$ 31.80
006898	002067	FLEET PRIDE	SEAT	\$ 550.00
006906	002068	STANDARD MACHINE & WELDING	EQUIP PARTS	\$ 192.36
006907	002069	ADVANCED WORKZONE	JACKETS	\$ 70.36
006909	002070	WARREN POWER & MACHINERY INC.	PARTS	\$ 784.81
006920	002071	ATWOODS	SHOP SUPPLIES	\$ 27.65
006922	002072	KIRBY SMITH INC.	EQUIP PARTS	\$ 515.34

PO	Warrant No.	Vendor Name	Purpose	Amount
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HIGHWAY SALES TAX

TST-2 #3

006933	002073	RAM INC	FUEL	\$ 3,429.92
006943	002074	HENRY MOSS WRECKER SERVICE	TOWING	\$ 260.00
			Total:	\$ 47,152.48

TST-2B #3

006630	002075	JOHNSON MOTOR COMPANY	RENTAL	\$ 2,100.00
			Total:	\$ 2,100.00

TST-3 #3

005631	002043	COMPRESS GAS& SUPPLY	WELDER & SUPPLIES	\$ 6,499.47
			Total:	\$ 6,499.47

TST-AP-2

005518	002076	H2O DEPOT	BLANKET	\$ 10.00
006257	002077	MUSKOGEE SAND COMPANY INC	ASPHALT SAND	\$ 991.27
006689	002078	MCALESTER NEWS CAPITAL & DEM.	PUBLICATIONS	\$ 59.85
006818	002079	O REILLY AUTO PARTS	PLANT SUPPLIES	\$ 56.24
006868	002080	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 331.10
006910	002081	MUSKOGEE SAND COMPANY INC	ASPHALT SAND	\$ 568.08
			Total:	\$ 2,016.54

JAIL MAINTENANCE & OPERATIONS

JAIL-3A

005505	000675	THE MEDICINE SHOP	INMATE PRESCRIPTION	\$ 36.26
005506	000676	WOODS PHARMACY	INMATE PRESCRIPTION	\$ 199.86
006167	000677	WOODS PHARMACY	INMATE PRESCRIPTION	\$ 177.25
			Total:	\$ 413.37

JAIL-MO

006877	000678	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 3,310.87
			Total:	\$ 3,310.87

SHERIFF COMMISSARY FUND

SCF-2

005048	000206	LOWES	MAINTENANCE SUPPLIE	\$ 154.16
006166	000207	PEPSI-COLA BOTTLING CO.	COMMISSARY PRODUCT	\$ 400.00
006338	000208	CUSTOM TECHNOLOGIES LLC	COMMISSARY PRODUCT	\$ 166.14
006674	000209	BOB BARKER COMPANY	INMATE HYGIENE SUPPLI	\$ 92.92

PO	Warrant No.	Vendor Name	Purpose	Amount
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SHERIFF COMMISSARY FUND

SCF-2				
006741	000210	US FOODS	COMMISSARY PRODUCT	\$ 88.69
006742	000211	CUSTOM TECHNOLOGIES LLC	COMMISSARY PRODUCT	\$ 315.60
006788	000212	COMMISSARY EXPRESS	COMMISSARY PRODUCT	\$ 1,204.75
006883	000213	US FOODS	COMMISSARY PRODUCT	\$ 126.70
006884	000214	US FOODS	KITCHEN SUPPLIES	\$ 17.70
			Total:	\$ 2,566.66

SHERIFF SERVICE FEE

B4-2				
006878	000744	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 118.69
			Total:	\$ 118.69

B4-JAIL-2				
004541	000745	COMDATA	FUEL	\$ 1,200.13
005277	000746	COMDATA	FUEL	\$ 1,427.12
006740	000747	US FOODS	KITCHEN SUPPLIES	\$ 17.70
006876	000748	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 369.51
006886	000749	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE	\$ 61.47
006923	000750	LOCKE HEATING & COOLING SUPPLY	PLUMBING SUPPLIES	\$ 6.27
006924	000751	LOCKE HEATING & COOLING SUPPLY	MAINTENANCE SUPPLIE	\$ 50.89
			Total:	\$ 3,133.09

B4-JAIL-2A				
005503	000752	WALMART COMMUNITY/SNYCB	JAIL SUPPLIES	\$ 93.93
006550	000753	STAPLES CREDIT PLAN	OFFICE SUPPLIES	\$ 492.79
006787	000754	INDIAN NATION WHOLESALE CO.	JANITORIAL SUPPLIES	\$ 263.89
006810	000755	O REILLY AUTO PARTS	HEADLIGHT	\$ 799.95
006874	000756	TRAMMELLS AUTOMOTIVE	BRAKE REPAIR	\$ 70.00
			Total:	\$ 1,720.56

Grand Total: \$ 224,317.60