

NOTICE AND AGENDA OF REGULAR MEETING

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

DATE:

December 30, 2024

TIME:

9:00 A.M.

PLACE:

COUNTY COMMISSIONERS CONFERENCE ROOM

PITTSBURG COUNTY COURTHOUSE

115 EAST CARL ALBERT PARKWAY, ROOM 100B

MCALESTER, OKLAHOMA

FILED

DEC 2.7 2024
TIME 9:47

PITTSBURG COUNTY CLE

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

AGENDA

- 1. CALL MEETING TO ORDER
- 2. ROLL CALL:

ROSS SELMAN

CHAIRMAN

CHARLIE ROGERS

VICE-CHAIRMAN

MIKE HAYNES

MEMBER

- 3. APPROVAL OF AGENDA
- 4. APPROVE/DISAPPROVE MEETING MINUTES
 - A. Regular Meeting from December 23, 2024
- 5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

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

- 6. OFFICIALS DEPARTMENT REPORT
 - A. COMMISSIONERS
 - i. Acknowledgement of Scrivner's Error from the December 23, 2024 Meeting Agenda
- 7. FISCAL TRANSACTIONS
 - A. Claims and Purchase Orders
 - B. Transfers
 - C. Monthly Reports
 - D. Blanket Purchase Orders

8. UNFINISHED BUSINESS

None.

9. AGENDA ITEMS

- A. Resolution 25-169 to Cancel Purchase Order Jail
- B. Resolution 25-170 to Cancel Purchase Orders Sheriff's Office
- C. Resolution 25-171 to Deposit Check District 1
- D. Resolution 25-172 to Deposit Check Ashland VFD
- E. Resolution 25-173 to Declare Equipment Surplus, to be sold at McAlester Auto Auction District
- F. Discussion, Consideration and Possible Action to Approve the Repair Work Order for TK Elevator the QEI Coordination for the elevator inspections at the Southeast Expo Center

10. ROAD CROSSING PERMITS

None.

11. NEW BUSINESS

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

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

None.

13. 10:00 A.M. - BID OPENINGS

None.

14. RECESS/ADJOURNMENT

Jandra Creushau Commissioners' Assistant

PITTSBURG COUNTY COMMISSIONER DECEMBER 30, 2024 MINUTES

Room, after proper notice and agenda were posted indicating time and date. Agenda was posted at 8:47 A.M., December 27, 2024. The Board of County Commissioners, Pittsburg County, met in regular session on December 30, 2024 at 9:00 A.M., Meeting held in County Commissioners Conference

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

2. ROLL CALL: Ross Selman

Charlie Rogers

Present

Mike Haynes

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

AYE: Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

4. APPROVE/DISAPPROVE MEETING MINUTES:

meeting, December 23, 2024 regular meeting were read. Selman made a motion to approve the A. REGULAR MEETING FROM DECEMBER 23, 2024: The minutes from the previous minutes; seconded by Haynes.

AYE: Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS: None.

6. OFFICIALS - DEPARTMENT REPORTS:

A. COMMISSIONERS:

i. ACKNOWLEDGEMENT OF SCRIVNER'S ERROR FOR THE DECEMBER 23, 2024 **MEETING AGENDA:** Selman read the report of the scrivener's error stating that item 9E should have read resolution 25-168 not 25-167.

7. FISCAL TRANSACTIONS:

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

Pittsburg County Commissioners Minutes December 30, 2024 Page 2

Ross Selman Mike Haynes AYE:

NAY: None.

Motion Passed.

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

AYE:

Ross Selman Mike Haynes

NAY: None.

Motion Passed.

C. MONTHLY REPORTS: None.

D. BLANKET PURCHASE ORDERS:

nance S nance s Fire s Fire	\$ 550.00 \$ 100.00 \$ 450.00 \$ 300.00 \$ 2,000.00 \$ 50.00 \$ 500.00 \$ 500.00 \$ 1,500.00 \$ 1,500.00 \$ 2,500.00 \$ 75.00 \$ 75.00 \$ 700.00	H2O Depot H2O Depot Unifirst Unifirst Unifirst 1st Aid Jamesco OTA Pikepass Kiamichi Automotive
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y y y S Fire		Longtown Water
Fire		Comdata
Fire		Comdata
es Fire	\$ 1,000.00	Comdata
es Fire	\$ 1,000.00	Comdata
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es Fire	\$ 700.00	Comdata
ire hores Fire ire	\$ 1,000.00	Comdata
res Fire	\$ 1,000.00	Comdata
res Fire	\$ 1,000.00	Comdata
	In ni	Comdata
	\$ 1,000.00	Comdata
Haileyville Fire 5649	\$ 1,000.00	Comdata
ar	\$ 1,000.00	Comdata
Fire		
Highway 9 Fire 5651	- 1	Comdata
Indianola Fire 5652	\$ 1,000.00	Comdata
	\$ 1,000.00	Comdata

DEPT	PO	AMOUNT	VENDOR
Sam's Point Fire	5654	\$ 1,000.00	Comdata
Shady Grove Fire	5655	\$ 1,000.00	Comdata
Tannehill Fire	5656	\$ 1,000.00	Comdata
Sheriff	5657	\$15,000.00	Comdata
Emergency Mgmt	5658	\$ 212.00	Prokill
Emergency Mgmt	5659	\$ 40.00	OTA Pikepass
Emergency Mgmt	2660	\$ 2,000.00	Comdata
Emergency Mgmt	5661	\$ 300.00	Cintas 1 st Aid
Emergency Mgmt	5662	\$ 500.00	Kiamichi Automotive
Expo	5663		Alderson Regional
Emergency Mgmt	5664	\$ 1,500.00	Lowes
Emergency Mgmt	5995	\$ 750.00	Jiffy Lube
Sheriff	9995	\$ 2,000.00	Pepsi Cola
Sheriff	2992	\$ 1,000.00	Hiland Dairy
Sheriff	2668	\$ 1,500.00	Flowers Baking
Jail	6995	\$ 2,000.00	Jamesco
Jail	5670	\$ 500.00	Pruett's Foods
Jail	5671	\$ 500.00	Jet Tire
Jail	5672	\$ 500.00	TH Rogers
Jail	5673	\$ 1,000.00	Holman's Fast Lube
Jail	5674	\$ 500.00	Lowes
Jail	5675	\$ 500.00	OK Tire
Jail	5676	\$ 2,500.00	Comdata
Jail	5677	\$ 2,000.00	Bemac
Jail	5678	\$ 500.00	Walmart
Jail	5679	\$ 800.00	Pepsi Cola
Jail	2680	\$ 500.00	O'Reilly's
District 2	5681	\$ 1,000.00	Kiamichi Automotive
District 2	5682	\$ 7,500.00	Michael A Price
District 4	7000	- 1	7444

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

Ross Selman Mike Haynes AYE:

Motion Passed.

NAY: None.

8. UNFINISHED BUSINESS: None.

9. AGENDA ITEMS:

A. RESOLUTION 25-169 TO CANCEL PURCHASE ORDER – JAIL: Selman read the resolution stating purchase order 4263. Selman made a motion to cancel the purchase order; seconded Haynes.

Pittsburg County Commissioners Minutes December 30, 2024 Page 4

Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

B. RESOLUTION 25-170 TO CANCEL PURCHASE ORDERS – SHERIFF'S OFFICE: Selman read the resolution stating purchase orders 632 and 5491. Selman made a motion to cancel the purchase orders; seconded by Haynes.

Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

C. RESOLUTION 25-171 TO DEPOSIT CHECK – DISTRICT 1: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

D. RESOLUTION 25-172 TO DEPOSIT CHECK - ASHLAND VFD: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

Ross Selman Mike Haynes AYE:

NAY: None.

Motion Passed.

E. RESOLUTION 25-173 TO DECLARE EQUIPMENT SURPLUS, TO BE SOLD AT MCALESTER AUTO AUCTION – DISTRICT 1: Selman read the resolution. Selman made a motion to approve the resolution; seconded by Haynes.

Ross Selman AYE:

Mike Haynes

NAY: None.

Motion Passed.

Pittsburg County Commissioners Minutes December 16, 2024 Page 5 F. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REPAIR WORK ORDER FOR TK ELEVATOR THE QEI COORDINATION FOR THE ELEVATOR INSPECTIONS AT THE SOUTHEAST EXPO CENTER: Selman stated that the work order is in the amount of \$650.00. Selman made a motion to approve the QEI work order; seconded by Haynes.

AYE: Ross Selman

Mike Haynes

NAY: None.

Motion Passed.

10. ROAD CROSSING PERMITS: None.

11. NEW BUSINESS:

CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO ANY OTHER MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN FORESEEN PRIOR TO THE POSTING OF THIS AGENDA: Sandra Crenshaw stated that she has received two quotes to repair the soffit at the DA entrance and is trying to obtain a third quote.

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

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

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

AYE: Ross Selman

Mike Haynes

NAY: None.

Motion Passed. Meeting Adjourned.

Purchase Orders By Account Fiscal Year: 2024-2025 Date Range: 12/30/2024 to 12/30/2024

PO Warrant No.	Vendor Name	Purpose		Amount
Animal Shelter				
1316-1-8020-2005 005571 000327	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE Total:	\$ 1,063.46	\$ 1,063.46
Drug Court				
7206-1-1900-2005 005089 000111 005450 000112	REDWOOD TOXICOLOGY LABORATOR WATSON SMOKEHOUSE CHECOTAH	DRUG TESTING SUPPLIE PARTICIPANTS DINNER Total:	\$ 3,598.16	\$ 2,773.66 \$ 824.50
Econ Dev Trust				
7603-4-0500-2005 005104 000235 005557 000236	STAPLES ADVANTAGE ALDERSON REGIONAL LANDFILL	OFFICE SUPPLIES LANDFILL CHARGES Total:	\$ 347.81	\$ 60.58
General				
0001-1-0100-2005 005539 002198	MILLER OFFICE EQUIPMENT	COPY OVERAGE Total:	\$ 94.20	\$ 94.20
0001-1-0800-2005 005255 002199	STAPLES ADVANTAGE	OFFICE SUPPLIES Total:	\$ 43.38	\$ 43.38
0001-1-1000-2005 005456 002200	CODA	REGISTRATION Total:	\$ 250.00	\$ 250.00
0001-1-1700-1310 005547 002201 005548 002202	MCOWEN, HOMER L. HATRIDGE, TINA J.	TRAVEL TRAVEL		\$ 238.00

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PO Warrant No.	Vendor Name	Purpose		Amount
General 0001-1-1700-1310 005549 002203	VAN PELT, JAMES W.	TRAVEL Total:	\$ 578.00	\$ 170.00
0001-1-2200-2005 005528 002204 005550 002205 005623 002219	UNIFIRST FIRST AID CORP THE BANK N.A. THE BANK N.A.	FIRST AID SUPPLIES FICA TAXES FICA TAXES	\$ 146.14	\$ 68.07 \$ 61.99 \$ 16.08
0001-1-3300-2005 005554 002206 005558 002207 005559 002208	PITSTOP LOCK & SAFE MCALESTER NEWS CAPITAL & DEM. MCALESTER NEWS CAPITAL & DEM.	LOCK REPAIR PUBLICATION PUBLICATION Total:	\$ 1,302.55	\$ 150.00 \$ 585.70 \$ 566.85
0001-2-0400-2012 005457 002209	BEN E. KEITH OKLAHOMA	INMATE GROCERIES Total:	\$ 7,614.14	\$ 7,614.14
0001-4-0500-2005 005563 002210 005564 002211 005565 002212 005566 002213 005567 002214 005569 002215 005569 002216 005570 002216	PUBLIC SERVICE CO. OF OKLAHOMA	MONTHLY SERVICE ACTION OF TABLE Total:	\$ 5,401.04	\$ 22.05 \$ 157.93 \$ 39.42 \$ 22.05 \$ 56.06 \$ 46.57 \$ 144.66 \$ 4,912.30
0001-5-0900-2005 005551 002218	ALERT 360	SECURITY MONITORING Total:	s \$ 34.55	\$ 34.55
Health 1216-3-5000-1110 005532 000185	OKLA. STATE DEPT. OF HEALTH	PERSONAL SERVICES Total:	\$ 45,281.42	\$ 45,281.42

PO Warrant No.	Vendor Name	Purpose	Amount
Health			
1216-3-5000-2005 005149 000186 005442 000187 005508 000188	WITTKOPF, SHELLY WALMART COMMUNITY CARD VIP VOICE SERVICES LLC	CONTRACT SERVICES PROGRAM SUPPLIES MONTHLY SERVICE Total: \$ 5,515.04	\$ 1,462.00 \$ 68.99 \$ 3,984.05
Hwy-ST			
1313-6-8042-2005 004852 001353 005561 001354 005562 001355 005622 001356	UNIFIRST FIRST AID CORP PUBLIC SERVICE CO. OF OKLAHOMA PUBLIC SERVICE CO. OF OKLAHOMA MCELROY, JILL E.	FIRST AID SUPPLIES MONTHLY SERVICE MONTHLY SERVICE CONTRACT LABOR Total: \$ 797.65	\$ 77.74 \$ 317.88 \$ 52.03 \$ 350.00
1313-6-8043-2005 005572 001357	SUMMIT UTILITIES OKLAHOMA INC	MONTHLY SERVICE \$ 1,080.58	\$ 1,080.58
Mental Health			
7207-1-1900-2005 005088 000026 005451 000027	REDWOOD TOXICOLOGY LABORATOR WATSON SMOKEHOUSE CHECOTAH	DRUG TESTING SUPPLIE PARTICIPANTS DINNER Total: \$ 3,103.46	\$ 2,773.66 \$ 329.80
Misdemeanor Drug	g Recovery Fund		
7211-1-1900-2005 005087 000002	REDWOOD TOXICOLOGY LABORATOR	DRUG TESTING SUPPLIE Total: \$ 383.34	\$ 383.34
SH Commissary			
2000 0000			
1223-2-0400-2005 005401 000105 005519 000106 005534 000107 005552 000108	COMMISSARY EXPRESS COMMISSARY EXPRESS INDIAN NATION WHOLESALE CO. COMMISSARY EXPRESS	INHOUSE COMMISSARY KIOSK FEES INHOUSE COMMISSARY INHOUSE COMMISSARY Total: \$ 5,035.65	\$ 2,879.01 \$ 107.25 \$ 553.98 \$ 1,495.41

O.	Warrant No.	Vendor Name	Purpose		Amount
SH Svc Fee	Fee				
1226-2-0400-2012 005538 000978	00-2012 000978	BEN E. KEITH OKLAHOMA	INMATE GROCERIES Total:	\$ 7,918.64	\$ 7,918.64
1226-2-3400-2005 005349 000979 005560 000980	.00-2005 000979 000980	JAMESCO ENTERPRISES LLC SUMMIT UTILITIES OKLAHOMA INC	JANITORIAL SUPPLIES MONTHLY SERVICE Total:	\$ 3,086.18	\$ 1,717.55
1226-2-3400-2030 005523 000981	. 00-2030 000981	COMMISSARY EXPRESS	DEBIT PHONE TIME FEE Total:	\$ 161.00	\$ 161.00
		j	Grand Total:	\$ 92.836.39	

RESOLUTION 25-171

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 16, 2024.

December 30,

WHEREAS, Pittsburg County District 1 has been issued a check from Welch State Bank in the amount of \$4,626.35 for the over payment of Loan# 64159. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT	
Highway Sales Tax	1313-6-8041-4130	4626.35	

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

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$4,626.35 from Welch State Bank for the over payment of Loan# 64159.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:	CHAIRMAN Jon Selmon
THE CO. CHAIR	VICE-CHAIRMAN
TRAIN NO.	MEMBER mk Hayer
PITTSBURGILLING	COUNTY CLERK WAS A VA M M ()

WELCH STATE BANK

OFFICIAL CHECK

86-494/1031 107663 12/16/2024

DATE

DOLLARS

\$ 4,626.35

PAY

TO THE ORDER OF **Pittsburg County Clerk**

PURCHASED BY Welch State Bank PURCHASED FOR Over payment on LN#64159

THIS CHECK HAS A COLORED DAGREDO



TWO SIGNATURES REQUIRED OVER \$1,000.00.

1203104942 # 107663#

1732034#

OFFICIAL CHECK - CUSTOMER COPY

WELCH STATE BANK

86-494/1031 107663 12/16/2024

DATE

PAY



\$ 4,626.35

TO THE ORDER OF **Pittsburg County Clerk**

PURCHASED BY Welch State Bank PURCHASED FOR Over payment on LN#64159 NON-NEGOTIABLE

COPY

COPY

Scrivner's Error

Commissioners Meeting Monday, December 23, 2024

Agenda Item 9.E - Discussion, Consideration and Possible Action to Approve transcript of proceedings, Approve/Disapprove Resolution 25-167 for Commissioners Sale; Approve and sign county deed, see Exhibit "A" for legal description – Treasurer

Resolution 25-167 was the incorrect resolution number for this item. Resolution 25-167 was used in Agenda Item 9.D.

Correct Resolution number should be 25-168.

RESOLUTION

NO. 25-169

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, December 30^{TH} , 2024.

WHEREAS, the JAIL wishes to cancel the following Purchase Order

4263 to Parmed Pharmaceuticals dated November 6TH, 2024 in the amount of \$860.35 for Inmate Blister Packs.

WHEREAS, the purchase order was duplicated, therefore it is no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Order 4263 for FY 2024-2025.

CHAIRMAN

MEMBED

MEMBER

ATTEST:

COLINITY CLERK

RESOLUTION

NO. 25-170

The Board of County Commissioners, Pittsburg County, Met in regular session Monday, December 30^{TH} , 2024.

WHEREAS, the **SHERIFFS DEPARTMENT** wishes to cancel the following Purchase Orders

632 to Bemac Supply dated July 16^{TH} , 2024 in the amount of \$709.09 for Metcraft Water Assembly Etc.

5491 to T.H. Rogers dated December 18^{TH} , 2024 in the amount of \$243.75 for Nails and White Pine.

WHEREAS, the purchase orders were duplicated, therefore they are no longer needed.

THEREFORE BE IT RESOLVED, Pittsburg County Commissioners do hereby cancel Purchase Orders 632 and 5491 for FY 2024-2025.

CHAIRMAN

MEMBER

ATTEST:

COUNTY CLERK

RESOLUTION 25-171

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, September 16, 2024.

December 30,

WHEREAS, Pittsburg County District 1 has been issued a check from Welch State Bank in the amount of \$4,626.35 for the over payment of Loan# 64159. The check is to be deposited into the following account.

FUND	ACCOUNT	AMOUNT	
Highway Sales Tax	1313-6-8041-4130	4626.35	

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

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Pittsburg County, do hereby approve the deposit of \$4,626.35 from Welch State Bank for the over payment of Loan# 64159.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:	CHAIRMAN Son Selmon
STATE L. CO. CHAIR	VICE-CHAIRMAN
PWTY YOUNG	MEMBER Mk Hayer
PITTSBURG	COUNTY CLERK WOOD SIGNMULL

WELCH STATE BANK

OFFICIAL CHECK

DATE

107663 12/16/2024

86-494/1031

PAY



\$ 4,626.35

TO THE ORDER OF PITTS COUNTY Clerk

THIS CHECK HAS A CULTURED HE BY CORRESPONDED

PURCHASED BY Welch State Bank
PURCHASED FOR Over payment on LN#64159



VO SIGNATURES REQUIRED OVER \$1,000.00.

107663# # 103104942#

1732034#

OFFICIAL CHECK - CUSTOMER COPY

WELCH STATE BANK

107663

DATE

12/16/2024

PAY



\$ 4,626.35

TO THE ORDER OF Pittsburg County Clerk

PURCHASED BY Welch State Bank
PURCHASED FOR Over payment on LN#64159

NON-NEGOTIABLE
TWO SIGNATURES REQUIRED OVER \$1,000.00.

COPY

COPY

RESOLUTION NO. 25- 172

The Board of County Commissioners, Pittsburg County, met in regular session on December 30, 2024.

WHEREAS, Pittsburg County/Ashland Volunteer Fire Department has been issued a check from Pine-Parker Volunteer Fire Department as payment for bid #2 the sale of a used truck bed with tool boxes. The check is to be deposited into the following account as the truck bed purchase came from this account.

FUND	ACCOUNT	AMOUNT	
Fire Sales Tax	1321-2-8203-4110	\$200.00	

WHEREAS, Pittsburg County/Ashland Volunteer Fire Department requests that the Board of County Commissioners approve this transaction of the deposit into the respective account.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Pittsburg County do hereby approve the deposit of \$200.00 from Pine-Parker Volunteer Fire Department.

ATTEST:

PITSBURG

CHAIRMAN

VICE-CHAIRMAN

MEMBER

COUNTY CLERK

e e	PINE-PARKER VOLUNTEER FIRE DEPAR PH. 5806659914 15876 CR 3804 COALGATE, OK 74538 PAY TO PIT-Sburg County/ THE ORDER OF TWO hundred + FirstBank WERE TOR TORBUSHILLINE WWW.firstbank-ok.com MEMO Surplus bed-from FD	TMEN (18-339/1031) DATE 12/5/2024 ASIN GUICE FD \$ 200. 60 19/00 DOLLARS Heat Reactive like Heat Requires TWO SIGNATURES MP
	LOOK FOR PRAUG DETERRING FEATURES INCLUDING THE SECURI	4550 TY SQUARE AND HEAT-REACTIVE THK. DETAILS ON BACK.
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R E S O L U T I O N 25-173 To Declare Surplus and Advertise for Sale

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, December 30, 2024.

WHEREAS, the Highway District 1 wishes to declare the following items surplus to be sold at public auction:

INVENTORY#	DESCRIPTION	SERIAL/VIN#
D1-301.156	2013 FORD F-150	1FTFW1EF2DKE57527
D1-301.150	2008 CHEVROLET	1GCEK19J58Z288056

WHEREAS, Highway District 1 wishes to sell these items at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

WHEREAS, the above-mentioned items will be sold at the McAlester Auto Auction on Thursday, January 23, 2025 during their weekly auction.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners, Pittsburg County, do hereby declare the above-mentioned item surplus to be sold at public auction on Thursday, January 23, 2025, at McAlester Auto Auction, 1635 S. George Nigh Expy, McAlester, Oklahoma.

BOARD OF COUNTY COMMISSIONERS PITTSBURG COUNTY, OKLAHOMA

ATTEST:	CHAIRMAN Pon Selm
STANDALL COMP	VICE-CHAIRMAN
ERK MA	MEMBER Inh Hayee
TSBURG CONTINUE	COUNTY CLERK Applacemental



December 19, 2024

Southeast Expo Center

Purchaser: Pittsburg County Courthouse

Address: 115 E Carl Albert Pkwy

Mcalester, OK 74501-5020

Location: Southeast Expo Center

Address: 4500 W US Highway 270

Mcalester, OK 74501

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Six Hundred Fifty Dollars (\$650.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
1	US307285	QEI Coordination	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 918 8455271.

We appreciate your consideration.

Regards,

Taylor Pratt
TK Elevator Corporation
13665 E 61st St
Broken Arrow OK 74012
taylor.pratt@tkelevator.com |+1 918 8455271

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



Scope of Work

QEI/Annual Safety Test

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:	\$650.00		
Initial progress payment:	(100%)	\$650.00	



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order, Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Pittsburg County Courthouse (Purchaser):	TK Elevator Corporation Management Approval	
By Ron Selma	Ву:	
(Signature of Authorized Individual) Gaadra Chrensbaw	(Signature of Branch Representative)	
Koss Selman	Erin Shurley	
(Print or Type Name)	Branch Manager	
Chairman, Bocc (Print or Type Title)		
12/30/2024		
(Date of Acceptance)	(Date of Execution)	
0. 0.	A2 04	
Please contact Shannon Stary	to schedule work at the following phone number 418-916-3737	



REPAIR DOWN PAYMENT REQUEST

Attn: Sandra Chrenshaw

Pittsburg County Courthouse 115 E Carl Albert Pkwy Mcalester OK, 74501-5020

Date	Terms	Reference ID	Customer	Reference # / PO
December 19, 2024	Immediate	ACIA-2A6HTDG		
	Total Contract Price:			\$650.00
	Down Payment:		(100%)	\$650.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 918 8455271. To make a payment by phone, please call 678-528-0972 with the reference information provided below.

Current and former service customers can now pay online at: https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Pittsburg County Courthouse		Remit To:	
Location Name: Southeast Expo Center Customer Number: 51739		TK Elevator PO Box 3796	
	2024-2-1826479	Carol Stream, IL 60132-3796	
Quote Number:	2024-2-1826479	For overnight checks,	
Reference ID:	ACIA-2A6HTDG	please send to:	
Remittance Amount:	\$650.00	Deluxe TK Elevator 3796 5450 N. Cumberland Ave. Chicago, IL 60656	