

**Payne County Board of Commissioners**  
**Regular Meeting, March 21, 2016, 9:00 a.m.**  
Payne County Administration Building; 315 W. 6th Avenue  
Gloria Hesser Commissioners' Meeting Room, Suite 200/201

**AGENDA**

- I. Meeting called to order by Chairman
- II. Invocation and Flag Salute
- III. Minutes
  - A. Approval of Tabled March 07, 2016
  - B. Approval of March 14, 2016
- IV. Miscellaneous items from the Audience (no action will be taken)
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
- VI. Discussion and Possible Action on Evaluations
  - A. Bid 2016-50 Expo Center McVey Arena, Phase II Capital Improvements- Expo Board
- VII. Discussion and Possible Action on Reports from Officers and Boards
  - A. Acknowledgement of Sunshine Week, March 21- Stillwater League of Women Voters
  - B. Service Agreement with SimplexGrinnell (Fire Alarm)- Sheriff
  - C. Service Agreement with Juvo Web Solutions, LLC- Expo Board
  - D. Approval of housing addition The Meadows, 2nd Section w/ Keystone Engineering- D-1
  - E. Acknowledgement of Court Case No. CJ-2016-90- Commissioners
  - F. Request for Traffic Control Signs
  - G. Ingress and Egress Agreements
  - H. Removal of Equipment Items from Inventory
  - I. Appointment of Requisitioning and Receiving Officers
- VIII. Discussion and Possible Action on Financials
  - A. Cash Appropriations
  - B. Transfer of Appropriations
  - C. Purchase Orders: List of the purchase orders will be available at the meeting, or from the County Clerk
    - 1. New
    - 2. Blanket
    - 3. Tabled
    - 4. Disallowed
    - 5. Payroll/Longevity
  - D. Monthly Reports of Officers
- IX. Discussion and Possible Action on
  - A. Telephone and Utility Permits
  - B. Road Crossing
- X. Public Announcements from the Board (no action will be taken)
- XI. New Business
- XII. Adjournment

PAYNE COUNTY  
GLENN CRAIG  
COUNTY CLERK

2016 MAR 17 11:13:28

**Official Minutes of  
PAYNE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

The Payne County Board of County Commissioners met in a regularly scheduled meeting of the board in the Commissioner's Conference Room at 9:00 a.m. on **Monday, March 7<sup>th</sup>, 2016** at the Payne County Administration Building located in Stillwater, Oklahoma.

**Chairman Bradley called the meeting to order:** at 9:00 a.m.

**The following members were present:** Chair- Kent Bradley, District 3, Vice-Chair-Chris Reding, District 2, Zach Cavett, District 1, Deputy County Clerk. Invocation by Kent Bradley and Flag Salute to our country by Dewey Clapp.

**Approve minutes of the previous meeting of the board:** Clerk presented the minutes of the February 26<sup>th</sup> meeting. Motion by Cavett to approve the February 26<sup>th</sup> minutes as presented, second by Reding. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

**Miscellaneous items from the audience:** None presented at this time.

**Discussion/Possible Action of Bid Openings-9:30 A.M:** None presented at this time.

**Discussion/Possible Action on Evaluations:** None presented at this time.

**Discussion/Possible Action on Reports from Officers and Board:**

- **Request to use courthouse lawn for Cookout Fund Raiser-Relay for Life:** Melissa Scott and Shelly Lawson addressed the Board requesting the use of the courthouse lawn on Friday, March 11<sup>th</sup> from 11:00 to 1:30 to raise funds for their relay for life team Holy WalkaMolie. Scott said all money raised will go to the American Cancer Society. Motion by Cavett to approve the use of the courthouse lawn for the stated request, second by Reding. Roll Call Vote: Reding-Yes, Bradley-Yes, Cavett-Yes.
- **Review Departments and Committees-Commissioners:** Bradley stated Danyle was continuing with the research and should have a list available the end of the month.
- **Request for Traffic Control Signs:** None presented at this time.
- **Ingress and Egress Agreement:** The following Ingress and Egress Agreement was presented; Bradley presented an Ingress and Egress Agreement for Johnny and Patty Cooley for property located at 19<sup>th</sup> and Cottonwood to clear both sides for the road of debris. Motion by Bradley to approve the Egress Agreement for Johnny and Patty Cooley, second by Cavett. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.
- **Removal of Equipment items from Inventory:** The following equipment item from inventory were presented for removal; Sheriff's office traded 41 Glock 357 SIG pistols for a total price received of \$10,260.00. Motion by Cavett to approve the request of removal of equipment item from inventory, second by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.

Bradley stated the county consignment auction would be held on March 19<sup>th</sup> at the Payne County Expo Center. Bradley asked Assistant District Attorney about taking the auctioned items off inventory. Barto said typically the items are sold and then removed from the inventory.

- **Appointment of Requisitioning and Receiving Officers:** The following appointment of Requisitioning and Receiving Officers was presented: Payne County Extension Office, New Requisitioning officers, Nathan Anderson, Dea Rash, Suzette Barta, New Receiving officers, Shelly Fitzpatrick and Nathan Anderson, Warrants, Shelly Fitzpatrick and Nathan Anderson. Motion to by Cavett to approve the appointment of requisitioning and receiving officers, second by Reding. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

**Discussion and Possible Action on Financials:**

- **Cash Appropriations:** Clerk's office presented the Cash Appropriations as certified by the Treasurer on March 2, 2016;

	<b>Alcoholic Bev. Tax</b>	<b>\$ 17,467.56</b>
#2	Highway Cash	\$ 354,366.54
#3	Flood Plain	
#4	Visual Inspection	
#5	Board of Prisoners	\$ 7,521.00

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#6	Resale Property	\$ 170.28	\$ 22,181.34
#7	Courthouse Tree Planting		
#8	Health Department	\$ 291.88	
#9	Sheriff Service Fee		\$ 38,203.51
#10	Gun Violence Prosecution		
#11	Mortgage Certification	\$ 49.02	\$ 715.00
#12	Revolving Forfeiture		\$ 7,310.50
#13	Mechanic Lien Fee	\$ 33.16	\$ 2,119.00
#14	Self-Insurance	\$ 1,988.89	\$ 53,053.00
#15	Sheriff Training		
#16	Law Library		\$ 3,761.99
#17	Project Safe Neighborhood		
#18	Record Owner Resale		
#21	Court Fund		
#22	Fairboard Cash		\$ 21,187.63
#23	Voca Grant		
#24	Co Assessors Fee		\$ 719.00
#25	Child Abuse Prevention		\$ 30.00
#26	Sheriff's Commissary		\$ 7,052.69
#27	Un-apportioned Revenue		
#30	Jail Operations & Maintenance		\$ 117,748.58
#31	Grants		
#32	Protested Tax		
#33	Drug Task Force		
#36	Solid Waste		\$ 631.18
#39	Revolving Evidence		
#40	Capital Projects		
#41	Jail Limited Purpose Sales	\$ 1,926.40	\$ 235,508.91
#44	Fairboard Premiums		
#45	Limited Purpose Sales Tax		
#46	County Bridge Improvements	\$ 84.40	
#47	Payne County Home Finance		
#48	Payne County Industrial Trust		
#49	Clerk R M & P	\$ 51.04	\$ 4,760.00
#50	Payne Co. Econ. Deve.		
#51	E 911 Wireless	\$ 74.49	\$ 45,498.08
#52	Facilities Authority	\$ 283.56	
#54	Rural Domestic Violence		
#55	Drug Court		\$ 6,375.00
#56	Courthouse Security		\$ 5,182.63
#57	Emergency Mang. Cash Fund		
#58	LEPC		
#60	102 Monies		
#61	105 Monies		\$ 14,918.45
#62	Court Fund Salaries & Fring		\$ 33,000.00
#63	Animal Control Strays		
#64	Court Fund Trust		
#65	DA Seizure		\$ 7,545.00
#66	CJ. E.A.N Program		\$ 24.37
#67	CDBG07 Lincoln Co RWD Grant		
#103	CC CBRI		
#801	Harrell Cemetery	\$ 4.44	

Motion by Cavett to approve Cash Appropriations as presented, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

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- **Transfer of Appropriations:** The following Transfer of Appropriations was presented: Sheriff Full-time Salaries, 01-04-1110 \$6,000.00 transferred to Part-time Salaries, 01-04-1130 \$6,000.00; Sheriff Service Fee, 09-04-3910 \$30,000.00 transferred to Sheriff Service Fee Salaries, 09-04-1110 \$30,000.00; Jail Operations M & O, 30-04-2005 \$200,000.00 transferred to Jail Operations Salaries, 30-04-1110 \$200,000.00. Motion by Cavett to approve transfer of appropriations as presented, second by Reding. Bradley-Yes, Cavett-Yes, Reding-Yes.
  
- **Purchase Orders: New:** The following Purchase Orders were presented; FY 2014-2015, \$300.00, FY 2015-2016 \$155,272.26; 2014-2015 HEALTH DEPARTMENT: 568, OTIS ELEVATOR COMPANY, 300.00, ELEVATOR INSPECTION; 2015-2016 COUNTY GENERAL: 3331, A T & T, 3121.22, UTILITY BILL; 3332, CHICKASAW, 1413.17, MONTHLY EXPENSES; 3333, STC/BUSINESS WORLD, 56.20, CONTRACT BASE RATE; 3334, B & L HEATING & AIR, 70.00, FEBRUARY BLANKET; 3335, EDA, 176.13, SUBSCRIPTION FEE; 3336, PERKINS JOURNAL, 342.49, FEBRUARY BLANKET; 3337, OSU COOPERATIVE EXT. SRV., 18136.00, FEBRUARY BLANKET; 3338, CAREER TECH, 280.00, BUSINESS CARDS; 3339, BEASLEYS TECHNOLOGY, INC., 62.50, REMOTE; 3340, B & C BUSINESS PRODUCTS, INC., 218.49, EQUIPMENT; 3341, ALADEN CARPET CLEANING, 570.00, CARPET CLEANED; 3342, AED SUPERSTORE, 82.19, ELECTRODE PADS; 3343, B & L HEATING & AIR, 140.00, FEBRUARY BLANKET; 3344, BUNNEY ELECTRIC CO., INC., 275.00, FEBRUARY BLANKET; 3345, OSU COOPERATIVE EXT. SRV., 123.04, FEBRUARY BLANKET; 3346, STAPLES, 49.99, FEBRUARY BLANKET; 3347, FENTON OFFICE MART, 437.49, END CAP; 3348, J J KELLER AND ASSOCIATES INC, 40.00, MANUAL; 3349, B & L HEATING & AIR, 600.00, REPAIRS; 3350, B & C BUSINESS PRODUCTS, INC., 242.27, FEBRUARY BLANKET; 3351, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 123.36, FEBRUARY BLANKET; 3352, M POWER INC., 75.00, FEBRUARY BLANKET; 3353, M POWER INC., 150.60, FEBRUARY BLANKET; 3354, FENTON OFFICE MART, 415.85, FEBRUARY BLANKET; 3355, QUALITY WATER SERVICES, 121.30, FEBRUARY BLANKET; 3356, STILLWATER NEWSPRESS, 940.90, FEBRUARY BLANKET; 3357, AED SUPERSTORE, 93.26, CHARGER KIT; 3358, PERKINS JOURNAL, 30.00, SUBSCRIPTION RENEWAL; 3359, MERRIFIELD OFFICE SUPPLY, 66.25, FEBRUARY BLANKET; 3360, QUALITY WATER SERVICES, 35.00, FEBRUARY BLANKET; 3361, QUALITY WATER SERVICES, 22.90, FEBRUARY BLANKET; 3362, MERRIFIELD OFFICE SUPPLY, 218.90, FEBRUARY BLANKET; 3363, CHICKASAW, 2558.65, UTILITY BILL; 3364, B & L HEATING & AIR, 112.50, REPAIRS; 3365, QUALITY WATER SERVICES, 14.70, JANUARY BLANKET; 3366, GRIMSLEYS, INC., 159.85, SUPPLIES; 3367, GRIMSLEYS, INC., 383.57, SUPPLIES; 3368, B & L HEATING & AIR, 75.00, FEBRUARY BLANKET; 3369, PETRA INDUSTRIES, INC., 1133.88, CAMERA; 3370, CAMO CORNER, 693.00, EMT UNIFORMS; 3371, A & B ECO-SAFE, 50.00, FEBRUARY BLANKET; 3372, AMERICAN ASSOCIATION OF REAL ESTATE SCHOOLS, 399.00, VALUATION SERVICE; 3373, HOLLEYMAN GREG, 206.28, TRAVEL; 3374, HOLLINGER METAL EDGE, 175.84, SUPPLIES; 3375, FOUNTAIN SQUARE CLEANERS, 418.00, FEBRUARY BLANKET; 3376, NAPA AUTO PARTS, 2015.44, FEBRUARY BLANKET; 3377, AAP FINANCIAL SERVICES, 663.35, FEBRUARY BLANKET; 3378, KOSTER, RAE LYNN, 51.44, TRAVEL; 3379, BARTA, SUZETTE D., 103.93, TRAVEL; 3380, A T & T MOBILITY, 145.30, UTILITY BILL; 3381, ELECTION BOARD SPECIAL DEPOSITORY ACCOUNT, 1000.00, POLLING PLACE RENTAL; 3382, STAPLES, 239.45, WIFI ACCESS POINT; 3383, B & C BUSINESS PRODUCTS, INC., 67.56, SUPPLIES; 3384, HOLCOMB RW LLC, 7800.00, ENTRY DRIVEWAY; 3385, PERKINS BUILDERS SUPPLY, INC., 46.68, CONCRETE MIX; 3386, STILLWATER STEEL AND, 323.00, ANGLE IRON; 3387, STC/BUSINESS WORLD, 70.42, LAB JACKETS / VESTS; 3388, STC/BUSINESS WORLD, 94.00, COPIER; 3389, UNIFIRST, 161.10, FEBRUARY BLANKET; 3390, COOPERS LOCKSMITH LLC, 85.69, FEBRUARY BLANKET; 3391, COMDATA, 167.50, FEBRUARY BLANKET; HIGHWAY CASH: 1219, CENTERPOINT ENERGY, 155.64, UTILITY BILL; 1220, EARL LE DOZER, 13687.94, HAULING; 1221, COMPLIANCE RESOURCE GROUP, 1010.00, DRUG & ALCOHOL TESTING; 1222, LIONEL HARRIS OIL CO., INC., 7931.69, DYED DIESEL; 1223, B & C BUSINESS PRODUCTS, INC., 110.20, TONER CARTRIDGE; 1224, JOHN DEERE FINANCIAL, 20.60, INVOICES NOT PAID; 1225, COMPLIANCE RESOURCE GROUP, 1550.00, DRUG & ALCOHOL TESTING; 1226, JOHN DEERE FINANCIAL, 401.42, INVOICES NOT PAID; 1227, COWBOY TIRE LLC, 149.95, TIRE; 1228, QUAPAW CO., INC., 24442.97, SABM; 1229, CITY OF CUSHING, 259.24, UTILITY BILL; 1230, CITY OF CUSHING, 358.35, UTILITY BILL; 1231, NAPA AUTO PARTS, 1396.87, FEBRUARY BLANKET; 1232, FLEETPRIDE, INC., 79.32, FEBRUARY BLANKET; 1233, COWBOY TIRE LLC, 55.00, FEBRUARY BLANKET; 1234, STILLWATER STEELAND, 121.00, FEBRUARY BLANKET; 1235, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 45.36, FEBRUARY BLANKET; BOARD OF PRISONERS: 28, CIMARRON MEDICAL CLINIC, 100.00, SUPPLIES; 29, EARTHGRAINS BAKING CO. INC., 2373.60, FEBRUARY BLANKET; HEALTH DEPARTMENT: 347, AIR-O-HEATING, 476.00, FILTERS; 348, CENTERPOINT ENERGY, 247.35, UTILITIES; 349, CITY OF CUSHING, 658.88, UTILITIES; 350, STC/BUSINESS WORLD, 120.98, MAINTENANCE; 351, BLOOM, BARBARA J., 397.44, TRAVEL; 352, FENTON OFFICE MART, 755.07, FEBRUARY BLANKET; 353, ALLIANCE MAINTENANCE, INC., 1975.00, JANITORIAL SERVICES; 354, CITY OF STILLWATER, 1814.19, UTILITIES; 355, CUSHING CITIZEN, 34.00, RENEWAL; 356, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 29.30, FEBRUARY BLANKET; 357, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 125.47, FEBRUARY BLANKET; 358, TERRITORY TERMITE & PEST CONTROL, 300.00, FEBRUARY BLANKET; 359, HUCKABAY, JEREMY W., 600.00, FEBRUARY BLANKET; 360, SHRED-IT, 292.45, FEBRUARY BLANKET; 361, B & C BUSINESS PRODUCTS, 181.40, FEBRUARY BLANKET; 362, STC/BUSINESS WORLD, 388.68, MAINTENANCE; 363, A AND M STORAGE LLC, 70.00, STORAGE; SHERIFF SERVICE FEE: 268, POCKET PRESS, 512.43, HANDBOOK; 269, GT DISTRIBUTORS, INC., 6100.00, GLOCK / BARRELL; 270, RLS TOWING, 160.00, TOWING SERVICES; 271, TCC TOWING, 122.50, TOWING SERVICES; 272, QUALITY CUSTOM UPFITTERS, 879.64, FEBRUARY BLANKET; 273, BOB HOWARD DODGE, 823.18, FEBRUARY BLANKET; 274, LOWE S COMPANIES, INC., 495.29, FEBRUARY BLANKET; 275, DIGI SURVEILLANCE SYSTEMS, 4888.00, REPAIRS; 276, SIRCHIE FINGER PRINT, 1000.00, DRUG KIT; 277, STILLWATER MILL AGRI CENTER, 111.93, FEBRUARY BLANKET; 278, BEST BUY BUSINESS ADVANTAGE, 118.95, FEBRUARY BLANKET; 279, STAPLES BUSINESS ADVANTAGE, 606.39, FEBRUARY BLANKET; MECHANIC LIEN FEE: 64, LASER SOLUTIONS, 99.00, TONER; 65, LASER SOLUTIONS, 99.00, TONER; 66, QUALITY WATER SERVICES, 35.00, MARCH BLANKET; 67, DEARINGER PRINTING & TROPHY, 135.50, PENS; FAIRBOARD CASH: 202, BURRITO CONCEPTS LLC, 427.00, JR LIVESTOCK MEETING; 203, STILLWATER NEWSPRESS, 109.31, ADVERTISING; 204, JOHN DEERE FINANCIAL, 13.98, INVOICES NOT PAID; 205, A-1 SEPTIC SYSTEM, 250.00, SEPTIC

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SERVICES;206, TURN KEY RESTAURANT EQUIPMENT, 209.00, ICE MACHINE FILTERS; JAIL OPERATION & MAINTENANCE: 433, CULLIGAN OF ENID, 2139.45, REPAIR & LABOR; 434, FIFTY ONE EAST WATER DISTRICT, 56.55, WATER USAGE; 435, QUALITY WATER SERVICES, 177.85, FEBRUARY BLANKET; 436, A & B ECO-SAFE, 200.00, FEBRUARY BLANKET; 437, COOKS CORRECTIONAL, 474.68, SUPPLIES; 438, PROFESSIONAL VALUE INTERNET, 1619.65, ANTENNA; 439, WINWHOLESALE COMMERCIAL, 9.93, FEBRUARY BLANKET; 440, GRIMSLEYS, INC., 309.43, SUPPLIES; 441, SYSCO FOOD, INC., 19704.59, FEBRUARY BLANKET; SOLID WASTE: 18, STAPLES, 97.45, SUPPLIES; 19, NAPA AUTO PARTS, 83.59, SUPPLIES; 20, LOWE S COMPANIES, INC., 51.87, SUPPLIES; 21, OAKES SERVICE CENTER, 211.09, SUPPLIES; 22, JOHN DEERE FINANCIAL, 86.41, INVOICES NOT PAID; PAYNE COUNTY ECONOMIC DEVELOPMENT: 5, DILLEY KELLY, 824.99, RECEPTACLE; E 911: 64, A T & T, 639.14, UTILITY BILL; 65, PIONEER TELEPHONE COOPERATIVE, 67.43, UTILITY BILL; EMERGENCY MANAGEMENT: 9, SIGNS NOW, 270.00, TRUCK SUPPLIES; 10, STAPLES, 189.67, OFFICE SUPPLIES.

Motion by Cavett to approve Purchase Orders upon signature, second by Reding. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

- **Blanket:** Blanket Purchase Orders for Ripley Fire Department for \$4,000.00. Motion by Cavett to approve Blanket Purchase Orders, second by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** None presented at this time.
- **Monthly Report of Officers:** Bradley presented a Monthly Report from the Payne County Environmental Enforcement. 92 dump sites had been cleaned up, 4 charges filed, and a total of \$1,087.00 in clean up fees received. Collections for the month of February for the Sheriff's department were \$50,825.12. Motion by Cavett to accept the Monthly Report of Officers, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

**Discussion and Possible Action on**

- **Telephone and Utility Permits:** None presented at this time.
- **Road Crossing:** The following road crossing permits were presented; District 3, Permit #16-052 - #16-055, H2 Services LLC. Motion by Bradley to approve road crossing permits as presented, second by Cavett. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

**Public Announcements from the Board:** Reding announced the Emergency Management department had a training exercise last Thursday and Friday in which there were 36 different organizations represented and 130 people participating in the event with very positive results.

Bradley stated his wife would be having another surgery next Monday and he would be absent from the meeting. He thanked all for their thoughts and prayers the last six months.

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**New Business:** None presented at this time.

**Adjournment:** Motion by Cavett to adjourn, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

Minutes of the Board attested to

By \_\_\_\_\_  
Glenna Craig, Payne County Clerk  
Seal of office

Approved by the Board of Commissioners

On the \_\_\_\_ day of \_\_\_\_\_ 2016

Chairman \_\_\_\_\_

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_

March 17, 2016

TO: Payne County Commissioners  
Chairman Kent Bradley  
506 Expo Cr E  
Stillwater, OK 74075

FR: Payne County Expo Center/Fairboard  
Director Colin Campbell  
4518 Expo Cr E  
Stillwater, OK 74075

RE: Payne County Expo Center – Capital Improvements Phase II –McVey Arena Renovation  
Bid # 2016-50

Connie McFarland, President of McFarland Architects recommend awarding the lowest bidder Alexander Construction Company in the amount of \$869,368.00. The Payne County Fairboard accepted McFarland Architects recommendation.

The Payne County Fairboard would recommend to the Payne County Commissioners to also award the lowest bid to Alexander Construction Company.

Thank You,



Colin Campbell  
Payne County Expo Center  
Director

McFarland Architects



Designs that Inspire Community.

March 15, 2016

Darrell Stiles  
Payne County Expo Center Fair Board  
4518 Expo Circle, East  
Stillwater, Oklahoma 74074

RE: Payne County Expo Center - Capitol Improvements Phase II - McVey Arena Renovation

Dear Darrell:

We are pleased to report that five bids were received for the above referenced project on March 14, 2016. We would like to recommend award of the above referenced project to the low bidder, Alexander Construction Company. Base Bid and four alternates should be accepted for a total of \$869,368.00.

1. Base Bid:	\$722,100.00
2. Alternate No. 1 - Replace Overhead Doors:	\$14,708.00
3. Alternate No. 2 - Replace Existing Metal Siding Panels:	\$99,000.00
4. Alternate No. 3 - Bird Netting:	\$31,100.00
5. Alternate No. 4 - Upsize Underslab Floor Drain:	\$2,260.00

We recommend including all three unit costs, which allow for revision to electrical duplex receptacles, replace exterior wall panels, and additional concrete slab on grade.

Alexander has stated in its proposal that it will complete the project by October 19, 2016. We will prepare the Owner Contractor agreements for signature and presentation to the County Commissioners by Monday March 21, 2016.

We stand ready to answer any questions.

Best Regards,

*Connie S. McFarland*

Connie S. McFarland, FAIA, FACHA, LEED AP<sup>BD+C</sup>  
President

Enc.

Payne County Expo Center - Capitol Improvements Phase II

**McVey Arena Renovation**

4518 Expo Circle, East  
Stillwater, Oklahoma 74074

**Bid Tabulation Form**

3/14/16, Opening at 9:30 AM at the Payne  
County Courthouse

Name of Bidder	Alexander Construction 221 E 9th Stillwater, Oklahoma 74074 405-624-2500	Lambert Construction 2508 East 8th Street Stillwater, Oklahoma 74074 405-872-1444	Oakridge Builder, Inc 1602 West 21st Street Tulsa, Oklahoma 74107 918-582-9333	Rick Scott Construction 4303 N. Pleasant View Rd. Ponca City, Oklahoma 74601 580-762-7027	Steel-Built Construction 15301 Keira Lake Drive Edmond, Oklahoma 73013 405-781-6955	Architect's Projected Cost
Addendum Number One dated February 26, 2016	X	X	X	X	X	
Addendum Number Two dated March 1, 2016	X	X	X	X	X	
Addendum Number Three dated March 4, 2016	X	X	X	X	X	
Bid Bond Included	X	X	X	X	X	
Affidavit for Filing Competitive Bid	X	X	X		X	
<i>(Check mark in box if above items completed)</i>						
Total Base Bid Proposal	\$ 722,100.00	\$ 709,000.00	\$ 745,000.00	\$ 791,926.00	\$ 874,852.00	\$ 791,916
Construction Days	60 plus 40-50	0	100	45	0	52
<b>TOTAL'S</b>	<b>869,168.00</b>	<b>880,480.00</b>	<b>947,000.00</b>	<b>1,011,555.00</b>	<b>1,013,402.00</b>	<b>\$ 980,590.00</b>
Alternate No. 1 - Replace Overhead Doors	\$ 14,708.00	\$ 17,480.00	\$ 15,000.00	\$ 16,527.00	\$ 8,500.00	\$ 30,030.00
Alternate No. 2 - Replace Existing Exterior Metal Siding Panels	\$ 99,000.00	\$ 99,800.00	\$ 132,000.00	\$ 146,945.00	\$ 89,050.00	\$ 87,459.00
Alternate No. 3 - Install Bird Netting Mesh on Underside of Entire Roof	\$ 31,100.00	\$ 48,300.00	\$ 50,000.00	\$ 51,486.00	\$ 30,500.00	\$ 65,185.00
Alternate No. 4 - Upsize Drain Piping from 4 Inch to 6 Inch	\$ 2,260.00	\$ 5,900.00	\$ 5,000.00	\$ 4,671.00	\$ 10,500.00	\$ 6,000.00
Unit Price No. 1 Electrical Duplex Receptacles - Each	Add: \$ 285.00	\$ 268.00	\$ -	\$ 281.00	\$ -	\$ 250.00
Unit Price No. 2 Replace Exterior Wall Panels - Per 100 sf	Add: \$ 856.00	\$ 950.00	\$ -	\$ -	\$ -	\$ 1,000.00
Unit Price No. 3 Concrete Slab on Grade - Per Square Foot	Add: \$ 331.00	\$ 155.00	\$ -	\$ -	\$ -	\$ 12.00
	Deduct: \$ 331.00	\$ 113.00	\$ -	\$ -	\$ -	\$ 12.00



# Service Solution

**Customer:**  
**PAYNE COUNTY JAIL**  
**Date: 07-MAR-16**  
**Proposal #: 478600**  
**Term: 01-APR-16 to 31-MAR-17**

**Billing Customer:**  
 PAYNE COUNTY JAIL  
 606 S HUSBAND ST  
 STILLWATER, OK 74074-1597

**Service Location:** *Contract #39206835*  
 PAYNE COUNTY JAIL  
 606 S HUSBAND ST  
 STILLWATER, OK 74074-1597

**SimplexGrinnell**  
**Sales Representative:**  
 RYAN GLEN FEILEN  
 6111 NEW SAPULPA ROAD  
 TULSA, OK 74131-2648  
 RFeilen@simplexgrinnell.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
Fire Alarm Test & Inspect			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Annunciator	2	Annual	
Smoke Sensor Addressable	153	Annual	
Heat Detector Restorable	4	Annual	
Duct Sensor Addressable	147	Annual	
Pull Station	15	Annual	
Audio-Visual Unit Addressable	166	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Door Holder	4	Annual	
Fire rated Door, Window, Shutter	7	Annual	
AHU Kitchen or Exhaust Fan	1	Annual	
Waterflow Test	11	Annual	
Tamper Switch	21	Annual	
<b>Fire Alarm Test &amp; Inspect Total:</b>			<b>\$5,663.00</b>
<b>Total Recurring Annual Investment:</b>			<b>\$5,663.00</b>

## SUMMARY OF SERVICES

### Fire Alarm Test & Inspect - SIMPLEX PROG 4100U SYSTEM

#### TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

#### DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.



# Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **PAYNE COUNTY JAIL** and is effective **01-APR-16** to **31-MAR-17** (the "Initial Term").

**PAYMENT TERM:** Annual After Service is Performed - *State Contract SW403*

**PAYMENT AMOUNT:** **\$5,663.00** - Proposal # : 478600

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**PAYNE COUNTY JAIL**

**SimplexGrinnell**

Signature: \_\_\_\_\_

RYAN GLEN FEILEN

Print Name: \_\_\_\_\_

Phone #: 918-230-7830

Title: \_\_\_\_\_

Fax #: 918-582-6207

Phone#: \_\_\_\_\_

License #: \_\_\_\_\_  
(If Applicable)

Fax #: \_\_\_\_\_

Authorized Signature: *Ryan Feilen*

Email: \_\_\_\_\_

Print Name: Ryan Feilen

PO#: \_\_\_\_\_

Title: Sales

Date: \_\_\_\_\_

Date: 3/07/2016



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## Development Agreement

We look forward to working with you! Completing this Development Agreement and making the initial project payment are the last steps in getting your project started! Please take a moment to fill out the following fields and agree to the terms of the development agreement. Be sure to read the agreement, not just skim over it.

**Proposal Number:**

16021601

**Business Information**

**Legal Name of Business:** (e.g. New Business, LLC)

Payne County Expo Center

**Address & Office Phone**

4518 Expo Cir E  
Stillwater, OK 74075  
(405) 377-1275

**Doing Business As (DBA):**

---

**Contact Information**

**First & Last Name:**

---

**Title:**

---

**Email Address:**

---

**Phone:**

---



## Development Agreement Terms

**THIS AGREEMENT** (the "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") BETWEEN JUVO WEB SOLUTIONS, LLC (hereinafter referred to as "Juvo") whose principal place of business is at 119 W. 7th Ave., Stillwater, OK 74074; and the client entity named above under Legal Name (hereinafter referred to as "Client") whose principal place of business is provided above as the Legal Address. WHEREAS Juvo agrees to undertake the development of a web site (the "Web Site") under the terms and conditions of this Agreement; and Client agrees to retain the services of Juvo to develop the Web Site under the terms and conditions of this Agreement.

**NOW THEREFORE**, based on the above premises and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DESCRIPTION OF WORK.** Juvo has prepared a Description of Work and/or Proposal (the "DOW") for the Web Site. A valid Proposal number must be provided along with this agreement, or this agreement is not valid. The purpose of the DOW is to set forth the general functionality that the Web Site will provide to comply with the Client's requirements. Features are open to interpretation in both scope and implementation. The DOW was prepared by Juvo in good faith to reflect the Client's wishes. In such cases where the Client's and Juvo's understanding of a feature differ, Client hereby defers to Juvo's expertise in interpreting and implementing the features of the DOW.

**2. PAYMENT.** The total contract price ("Price") for the Web Site functionality as set forth in DOW is payable as: an initial payment of 50% due before project begins with **remaining 50% due upon project completion.**

**Late Payments.** Payments are considered late if they are not received within three (3) business days of the due date. After the 3 days, the project will be considered in probation and development will stop immediately. If the payment is more than ten (10) days past due there will be a 10% late charge on the amount due. The scheduled payment plus any applicable late fee must be paid before the project is reinstated.

**3. DELAYS.** Juvo recognizes and agrees that failure to deliver the Web Site according to any schedule laid out in the DOW could result in expense or damage to the Client. Juvo shall inform Client immediately of any anticipated delays in delivery schedule and of the actions being taken to assure the completion of the Web Site within such a schedule. If any date is missed, Client may, at its sole option, declare a default under this Agreement and pursue all remedies set forth in Section 14; provided, however, that Client provides Juvo thirty (30) days after receiving written notice to cure the delay before declaring a default.

Juvo cannot be held in default of this Agreement in case of delays on the part of the Client. In such case, Juvo will provide Client with written or electronic notice that such a delay has occurred. In such a case, the Web Site development will be placed in probation at Juvo's discretion. The project will be reinstated once the reason for the delay has been resolved by the Client and notice of its resolution has been provided to Juvo.

**4. REVISIONS.** Revisions will be limited to a maximum of three (3) revision cycles on any given item.

**5. PROBATION.** This Web Site project may be placed in probation by Juvo under multiple conditions outlined in this Agreement. Once in probation, continued work on the project will cease immediately, and Juvo may adjust the project timeline at its discretion. Once the project is reinstated by Juvo, it will no longer be considered to be in probation.



**6. FORFEITURE.** Should this Web Site project be in probation, it is subject to forfeiture if the conditions of probation are not resolved within thirty (30) days, in which case, Client shall forfeit: a) All rights to the work or product of the Web Site development and b) All monies paid to Juvo to date.

**7. ACCEPTANCE TESTING.** Upon completion of the Web Site and the delivery of all items in the DOW, Client shall have 5 business days (the "Acceptance Period") from such completion to inspect, test and evaluate the Web Site to determine if it satisfies the DOW according to Section 2.

If the Web Site does not satisfy the acceptance criteria, Client shall give Juvo written notice stating why the Web Site is unacceptable. Juvo shall have ten (10) days from the receipt of such notice to address the perceived deficiencies by either a) correcting the deficiencies, or b) explaining the nature of the feature in question and demonstrating that the DOW has in fact been satisfied.

If and when the acceptance tests establish that the Web Site complies with the DOW, Client shall notify Juvo that it accepts the Web Site. The Date of Completion shall be this date, or the date after the Acceptance Period has expired, whichever comes first.

**8. AUTHORITY.** Juvo and Client each hereby represent and warrant that the execution, delivery and performance of this Agreement has been duly authorized and that the Agreement is a legal, valid and binding agreement between Juvo and Client, enforceable in accordance with its terms. Juvo and Client further represent that this Agreement does not breach or violate any agreement to which it is party or to which it is bound.

**9. RIGHTS.** The Web Site will be developed using Juvo's own proprietary web framework software. This Agreement in no way assigns any rights of the framework code to Client. Furthermore, Juvo retains all rights to any software, electrical devices or mechanical devices designed and/or developed for Client. Client shall have the right to use any unique software developed for the client. In cases where said software is dependent upon, extends, or otherwise uses existing Juvo software, said software will not be considered unique. Client shall retain all rights to any and all artwork, trademarks and brands developed for the Web Site except where such items are specifically applied to software operations owned by Juvo.

**10. HOSTING.** The Web Site is to be hosted with Juvo unless other arrangements have been made. Client must have an authorized license to the Juvo framework to host their site elsewhere. This Agreement does not grant such a license. Hosting options and fees are outlined in the DOW. Fees are subject to change upon renewal.

**11. REPRESENTATIONS AND WARRANTIES.**

**a) Warranty of Web Site Performance.** Juvo represents and warrants that, for 30 days following the acceptance of the Web Site by Client, the Web Site will be free from programming error and defects in workmanship and materials, and will conform to the specifications in the DOW. If programming errors or other defects are discovered during the warranty period, Juvo shall promptly remedy them within ten (10) days at Juvo's expense.

**b) Warranty of Title.** Juvo represents and warrants that it owns and has the complete rights to license or convey title without any encumbrances to the Web Site and Deliverables covered by this Agreement. Juvo further represents and warrants that it has obtained all required registrations, permissions and consents from all third parties necessary to deliver the Web Site, Background Technology and Deliverables.



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**c) Warranty Against Intellectual Property Infringement.** Juvo does not claim or warrant against the possibility that the Web Site features requested by the Client violate or infringe on the trademark, copyright, patent, trade secret or any other such rights of any third party. To the extent that the Web Site or the Deliverables infringe upon the rights of any third party, Client shall be responsible for obtaining a license or consent from such third party permitting the use of the Web Site and Deliverables.

**12. INDEMNITY.**

**a) Indemnification Against Liability for Infringement.** Client shall indemnify Juvo and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney fees) arising from any claim or suit alleging infringement by the Web Site, Background Technology, Deliverables or Content of any patent, copyright, trade secret or trademark rights or any other such rights of any third party. Juvo will promptly notify Client in writing of any third party claim or suit and Client shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. Juvo may participate at its own expense in the defense of any such action at its sole discretion.

**13. TERM OF AGREEMENT.** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

**14. TERMINATION OF AGREEMENT.** This Agreement may be terminated by Client at its sole election upon thirty (30) days prior written notice to Juvo. Upon such termination, all amounts owed to Juvo under this Agreement for completed work in accordance with the DOW shall become due and payable. At such time, Juvo shall deliver all completed work to Client that Client has rights to own.

If this Agreement is terminated by Client because of Juvo's default of its obligations hereunder Client may, after thirty (30) days written notice to Juvo and a reasonable opportunity to cure:

Require Juvo to immediately deliver to Client all work developed by Juvo under this Agreement that Client has a right to own, and pay Juvo all amounts owed for the work performed under this Agreement and accepted by Client; and Pursue all legal and equitable remedies against Juvo where such liability does not exceed the sum total of the Web Site project price.

If Juvo terminates this Agreement because of Client's default, after a thirty (30) day written notice to Client and an opportunity to cure, Juvo may require:

Client to pay all amounts then due to Juvo under this Agreement for any work that has been completed and accepted by Client; and Pursue all legal and equitable remedies against Client.

**15. ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

**16. ENTIRE AGREEMENT.** This Agreement, together with all Exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statement or inducement with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties.



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**17. RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment or agency relationship between the parties. Each party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or to commit any other party in any way except as provided in this Agreement.

**18. EFFECT OF HEADINGS.** The headings and subheadings of the sections of this Agreement are inserted for the convenience of reference only and shall not control or affect the meaning or construction or any of the agreements, terms, covenants and conditions of this Agreement in any manner.

**19. CONSTRUCTION.** This agreement has been fully reviewed and negotiated by the parties and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party or its counsel drafted the provision being interpreted.

**20. AMENDMENTS.** No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

**21. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**22. CHOICE OF LAW AND FORUM.** This agreement shall be interpreted under the laws of the State of Oklahoma. Any litigation under this Agreement shall be resolved in the trial courts of Payne County, State of Oklahoma.

---



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**Agreement of Terms**

If you agree to the above terms, **sign below.**

**(1) Print Full Name:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**(2) Print Full Name:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**(3) Print Full Name:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**(4) Print Full Name:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Juvo Web Solutions, L.L.C.  
119 W. 7th Ave  
Stillwater, OK 74074 US  
(405) 334-4317

# INVOICE

**BILL TO**

Collin Campbell  
Payne County Expo Center  
4518 Expo Cir E  
Stillwater, OK 74075

**INVOICE #** 16030302  
**DATE** 03/03/2016  
**DUE DATE** 03/31/2016  
**TERMS** Due upon receipt

---

**SALES REP**

Amanda Butler

ACTIVITY	QTY	RATE	AMOUNT
Total Payment for development and design of website.	1	5,397.50	5,397.50

**NOTE:**

50% of the total is due to start project.

---

Subject to Juvo Services, Terms and Conditions  
Refer to PRO #: 16021601

**BALANCE DUE**

**\$5,397.50**

Please make checks payable to:  
Juvo Web Solutions  
119 W. 7th Ave.  
Stillwater, OK 74074

Or pay online at:  
[Juvoweb.com/payment](http://Juvoweb.com/payment)

Thank you for your business!

Juvo Web Solutions, L.L.C.  
119 W. 7th Ave  
Stillwater, OK 74074 US  
(405) 334-4317

# INVOICE

**BILL TO**  
Collin Campbell  
Payne County Expo Center  
4518 Expo Cir E  
Stillwater, OK 74075

**INVOICE #** 16030303  
**DATE** 03/03/2016  
**DUE DATE** 07/01/2016  
**TERMS** Due upon receipt

---

**SALES REP**  
Amanda Butler

ACTIVITY	QTY	RATE	AMOUNT
Website Annual Hosting + Service for 7/1/2016 through 6/30/2017	1	810.00	810.00

---

Subject to Juvo Services, Terms and Conditions  
Refer to PRO #: 16021601

**BALANCE DUE**

**\$810.00**

Please make checks payable to:  
Juvo Web Solutions  
119 W. 7th Ave.  
Stillwater, OK 74074

Or pay online at:  
[Juvoweb.com/payment](http://Juvoweb.com/payment)

Thank you for your business!

IN THE DISTRICT COURT OF PAYNE COUNTY  
STATE OF OKLAHOMA

IN THE DISTRICT COURT OF  
Payne County, Oklahoma

MAR 07 2016

2016 MAR - 8 BY LORI L. ALLEN, Court Clerk  
Deputy

ASSOCIATED ENGINEERING CONSULTANTS, LTD  
D/B/A GOSE & ASSOCIATES,  
Plaintiff,

v.

DIVERSIFIED LABOR & CONSTRUCTION, L.L.C.,  
ALPHA UPSILON OF ZETA TAU ALPHA HOUSE  
CORPORATION,  
RCB BANK,  
CARLA MANNING, PAYNE COUNTY TREASURER, AND  
BOARD OF COUNTY COMMISSIONERS OF PAYNE  
COUNTY

Defendants.

PAYNE COUNTY  
GLENNA CRAIG  
COUNTY CLERK

No. CJ-2016- 90

**PETITION**

COMES NOW the Plaintiff, ASSOCIATED ENGINEERING CONSULTANTS, LTD D/B/A GOSE & ASSOCIATES, (hereinafter referred to as "Plaintiff") and would show the Court the following:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. The Plaintiff, ASSOCIATED ENGINEERING CONSULTANTS, LTD is an entity duly organized and existing under the laws of the State of Oklahoma, and operates under its assumed and trade name GOSE & ASSOCIATES, in Stillwater, Payne County, Oklahoma.
2. That Defendant, DIVERSIFIED LABOR & CONSTRUCTION, L.L.C., (hereinafter "DIVERSIFIED") is a limited liability company organized and existing under the laws of the State of Oklahoma, in Stillwater, Payne County, Oklahoma.
3. Upon information and belief, that CHRISTOPHER RUEL MORSE is the owner and manager of DIVERSIFIED CONSTRUCTION and that CHRISTOPHER RUEL MORSE is not a named party in this action as he filed a Chapter 7 Bankruptcy Petition on February 10, 2016 as Case No. 16-

10345 in the Western District of Oklahoma, and collection actions against him are stayed by the operation of Federal Bankruptcy Law.

4. That the Defendant, ALPHA UPSILON OF ZETA TAU ALPHA HOUSE CORPORATION, is an entity organized and existing under the laws of the State of Oklahoma, in Stillwater, Payne County, Oklahoma, as a domestic not for profit corporation, and is a sorority organization associated with Oklahoma State University, and is the owner of property which has benefited from the professional services of Plaintiff, and upon which the Mechanic's or Materialman's Lien has been filed and attached.

5. Defendant, RCB BANK is a state banking association duly organized and authorized to do business in the State of Oklahoma, with one of its branches located at 324 S. Duck, Stillwater, Oklahoma 74074, and appears as a mortgage holder of record in the property upon which the Mechanic's or Materialman's Lien has attached.

6. This Court has jurisdiction over the parties and subject matter herein. Venue is proper in Payne County, Oklahoma, as the location in which the contract was formed. Additionally, jurisdiction and venue are proper since the property upon which the foreclosure is sought is in Payne County, Oklahoma.

#### **I. ADJUDICATION OF INDEBTEDNESS**

7. The allegations of Paragraphs 1 through 6 are incorporated herein by reference the same as if fully restated herein.

8. On or about April 25, 2015, and on multiple occasions thereafter, until August 17, 2014, Defendant, DIVERSIFIED CONSTRUCTION, did contract with Plaintiff, to perform certain engineering and professional work with regard to a parking lot expansion located at Fourth and Jefferson streets in Stillwater, Payne County, Oklahoma.

9. That pursuant to the terms of their agreement, Plaintiff was to perform certain professional services, and Defendant, DIVERSIFIED CONSTRUCTION, was to pay compensation for said services.

10. That Plaintiff, on multiple occasions performed all of the labors and services requested of it, as evidenced more specifically by those certain exhibits attached to its Mechanic or Materialman's Lien, which is attached as cumulative Exhibit "A" to this Petition, and that said services were accepted by DIVERSIFIED CONSTRUCTION.

11. Notwithstanding the acceptance of professional services, DIVERSIFIED CONSTRUCTION has failed to pay pursuant to their agreement.

12. Plaintiff is owed the outstanding balance of \$7,762.50, which remains unsatisfied, due and payable.

13. Defendant, DIVERSIFIED CONSTRUCTION has breached its agreement with Plaintiff and judgment should be entered against it for the full amount of the balance due for services performed, together with all pre- and post-judgment interest, if and as allowed by law, and all attorney's fees and costs incurred by Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, ASSOCIATED ENGINEERING CONSULTANTS, LTD D/B/A GOSE & ASSOCIATES, requests that the Court enter judgment adjudicating the indebtedness due it by DIVERSIFIED LABOR & CONSTRUCTION, LLC under its agreement, and for costs and attorney's fees together with pre- and post-judgment interest if and as allowed by law, and for such other and further relief to which Plaintiff may be justly entitled.

## **II. FORECLOSURE OF MECHANIC OR MATERIALMAN'S LIEN**

14. The allegations of Paragraphs 1 through 13 are incorporated herein by reference the same as if fully restated herein.

15. After providing professional services under their agreement and within the time allowed by law, Plaintiff did timely file a Mechanic and Materialman's Lien with the Payne County Clerk on October 9, 2015, and recorded at Book 290 Page 434-441, as ML-2015-580 (hereinafter "M&M Lien"). A true and correct copy of the M&M Lien, together with invoices, is attached hereto as Exhibit "A".

16. The M&M Lien sets forth the amount claimed by Plaintiff, upon the land, buildings and appurtenances located at 923 W. 4th Ave., Stillwater, Oklahoma, situated in Payne County, Oklahoma, more particularly described to-wit:

Lots Eleven (11) and Twelve (12) in Block Nine (9), of Tinker's Subdivision of Block Eight (8), Nine (9) and the West Half of Block Sixteen (16), West College Addition to the City of Stillwater, Payne County, Oklahoma. (hereinafter referred to as the "Property")

17. That the amount of the M&M Lien claimed totals \$7,762.50, as was supported by those invoices evidencing the professional services and charges made and attached thereto.

18. That the outstanding balance due under the M&M Lien has not been paid or satisfied, and Plaintiff is entitled to have its M&M Lien foreclosed, and upon sale of the Property, that Plaintiff be entitled to distribution of those proceeds necessary to satisfy the M&M Lien, together with any accrued interest, costs and attorney's fees, all if and as allowed by law.

19. That Defendant, ALPHA UPSILON OF ZETA TAU ALPHA HOUSE CORPORATION, is the owner of record of the Property and has inured to the benefit of those goods and services performed by Plaintiff to the Property, and against whose Property foreclosure is sought, and that said entity holds such Property subject to the M&M Lien held by Plaintiff.

20. That the following parties may claim some right, title or interest in and to the Property and should be required to appear and answer herein and set forth any such claim, or be forever barred:

a. Defendant RCB Bank, by reason of the mortgage recorded with the Payne County Clerk at Book 2279 Pages 835-846.

b. Defendants Carla Manning, Payne County Treasurer, and the Board of County Commissioners of Payne County, by reason of any unpaid, ad valorem or personal property taxes.

21. Plaintiff holds a Mechanic and Materialmen's Lien in the Property, which is entitled to priority and superior over all other lien claimants and Defendants named herein, who are junior and inferior to the claims, rights and lien held by Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, ASSOCIATED ENGINEERING CONSULTANTS, LTD D/B/A GOSE & ASSOCIATES, requests that the Court enter judgment foreclosing its Mechanic and Materialman's Lien, and order the Property sold by public sale, upon appraisal, and the proceeds to first be applied to the balance due Plaintiff under its lien, and the remaining amount, if any, be tendered to the registry of the Court, to satisfy those remaining lien claimants and mortgage holders in their order of priority, and for such other and further relief to which Plaintiff may be justly entitled.

### III. UNJUST ENRICHMENT

22. The allegations of Paragraphs 1 through 21 are incorporated herein by reference the same as if fully restated herein.

23. That Defendant ALPHA UPSILON OF ZETA TAU ALPHA HOUSE CORPORATION, owns the Property upon which professional services were performed and has benefited from those said services with the construction of a parking lot.

24. That in equity, Plaintiff should be awarded the full amount of services rendered, as reflected under the M&M Lien in the amount of \$7,762.50, and representing the benefit now provided to said Defendant.

25. That said Defendant has accepted the improvement, and is currently utilizing the parking lot for its benefit.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, ASSOCIATED ENGINEERING CONSULTANTS, LTD D/B/A GOSE & ASSOCIATES, requests that the Court enter judgment against Defendant ALPHA UPSILON OF ZETA TAU ALPHA HOUSE CORPORATION, for the amount of its lien, under the equitable theory of unjust enrichment, and for such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,



---

JOHN E. KOEMEL, JR. OBA #17659  
KOEMEL LAW, PLLC  
205 W. 7TH AVE., SUITE 101-B  
STILLWATER, OK 74074  
TELEPHONE: (405) 533-1885  
FACSIMILE: (405) 533-1867  
JOHNKOEMEL@KOEMELLAW.COM  
ATTORNEY FOR PLAINTIFF

VERIFICATION

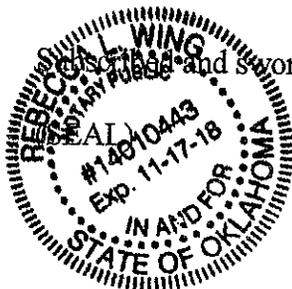
STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF PAYNE )

I, Roger Gose, of lawful age, being first duly sworn upon my oath, depose and state as follows:

I am President of ASSOCIATED ENGINEERING CONSULTANTS, LTD D/B/A GOSE & ASSOCIATES, Plaintiff in the above-entitled cause of action;

I have read the above and foregoing Petition and I know the contents thereof; and that the statements and allegations made therein are true and correct to the best of my knowledge and belief.

By: *Roger Gose*  
Roger Gose, President



deposed and sworn to before me this 4<sup>th</sup> day of March, 2016.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 11/17/2018

1-2015-014099 Book: 2290 pg: 434  
10/9/2015 2:51 PM pgs: 434 - 441  
Fees: \$29.00 Doc: \$0.00  
Glenna Craig, Payne County Clerk  
Payne County - State of Oklahoma

After Recording Return To:  
Harrison & Mecklenburg, Inc.  
P.O. Box 2354  
Stillwater, OK 74076

PL-2015-580

**IN THE OFFICE OF THE COUNTY CLERK  
COUNTY OF PAYNE, STATE OF OKLAHOMA  
MECHANIC'S OR MATERIALMAN'S LIEN STATEMENT  
For Original Contractors, Laborers and Materialmen Under Contract with Owner  
(O.S. tit. 42 § 142)**

STATE OF OKLAHOMA

ss:

COUNTY OF PAYNE

KNOWN ALL MEN BY THESE PRESENTS:



That Associated Engineering Consultants, Ltd. d/b/a Gose & Associates, 113 E. 8<sup>th</sup>, Stillwater, OK 74074, ("Gose") has and claims a lien upon the land, the buildings, the appurtenances and the improvements located at 923 W. 4<sup>th</sup> Ave, Stillwater, OK 74074, situated in the County of Payne, State of Oklahoma, and more particularly described as:

Lots Eleven (11) and Twelve (12) in Block Nine (9), of Tinker's Subdivision of Block Eight (8), Nine (9) and West Half of Block Sixteen (16), West College Addition to the City of Stillwater, Payne County, Oklahoma.

That the land, buildings, appurtenances and improvements are owned by Alpha Upsilon of Zeta Tau Alpha House Corporation, c/o Mrs. Lowery, 2216 W Admiral, Stillwater, OK 74075, being the owner of the land, buildings, appurtenances and improvements and against whom Gose claims a lien, and that the property is not presently occupied as a dwelling by owner;

That the amount of the lien claimed totals Seven Thousand Seven Hundred and Sixty-Two Dollars and Fifty Cents (\$7,762.50);

That Gose entered into a contract with Diversified Labor and Construction, PO Box 901, Stillwater, OK 74076, to perform labor, to furnish material used, and/or to lease or rent equipment used for the land, buildings, appurtenances and improvements;

That pursuant to the contract Gose performed labor, furnished material used, and/or leased or rented equipment used on or for the land, buildings, appurtenances and improvements as fully described hereafter:

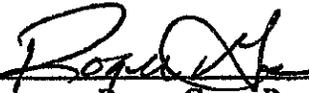
Surveying and other professional services related to parking lot expansion, according to itemized statements thereof, hereto attached marked Exhibit A and made a part of this statement.

That the date upon which the material or the equipment used on land was last furnished or the labor last performed under contract was July 15, 2015; and that this lien statement has been filed with the County Clerk within ninety (90) days of said date;

That the said sum is just, due and unpaid, and that Gose claims and has a lien upon the land, buildings, appurtenances and improvements described above, and against owner, in the amount of Seven Thousand Seven Hundred and Sixty Two Dollars and Fifty Cents (\$7,762.50) as above set forth, according to the laws of the State of Oklahoma.

Dated this 9<sup>th</sup> day of October, 2015.

ASSOCIATED ENGINEERING CONSULTANTS,  
LTD. D/B/A GOSE & ASSOCIATES

By:   
Roger Gose, President

STATE OF OKLAHOMA

ss:

COUNTY OF PAYNE

That I, Roger Gose, President of Associated Engineering Consultants, Ltd. d/b/a Gose & Associates, being of lawful age and first duly sworn on oath, depose and state: That I am the President of the claimant mentioned in the foregoing Mechanic's or Materialman's Lien Statement; that I have read said lien statement and know the contents thereof; that the amount claimed, the name of the owner, the name of the contractor, the description of the property upon which the lien is claimed, and the information set forth in the itemized and described list and the attached Exhibits are just, true and correct.

ASSOCIATED ENGINEERING CONSULTANTS,  
LTD. D/B/A GOSE & ASSOCIATES

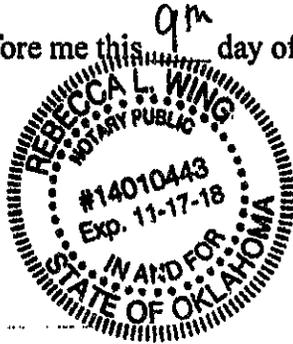
By:   
Roger Gose, President

STATE OF OKLAHOMA

ss:

COUNTY OF PAYNE

Subscribed and sworn to before me this 9<sup>th</sup> day of October, 2015.



  
Notary Public



**Gose &  
Associates**  
ENGINEERING • PLANNING • LAND SERVICES

# Exhibit A

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

October 05, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Previous balance

Amount

\$7,762.50

Total Balance Due To Date

\$7,762.50

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Services

All amounts are due upon receipt of statement. Charges of 1.5% will be added if not paid by the following month of the billing cycle.

The above charges reflect services rendered through SEPTEMBER 22, 2015

**PAST DUE**



# Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

September 02, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Invoice # 18146

## Professional Services

	<u>Amount</u>
8/12/2015 Made site visit to check on completed construction. Took pictures of site and detailed images of areas not constructed per plans.	NO CHARGE
For professional services rendered	\$0.00
Previous balance	\$7,762.50
Total Balance Due To Date	<u>\$7,762.50</u>

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Services

All amounts are due upon receipt of statement. Charges of 1.5% will be added if not paid by the following month of the billing cycle.

The above charges reflect services rendered through JULY 25, 2015

**PAST DUE**



# Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

July 30, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Invoice # 18081

### Professional Services

4/23/2015 prepare sheet set for city of stillwater

Amount

NO CHARGE

Assisted new employee with project orientation. Created sheet set for minor site amendment to submit to COS. Reviewed and redlined drawings created by new employee. Made edits and revisions to drawing files.

NO CHARGE

For professional services rendered

\$0.00

7/15/2015 CONSTRUCTION STAKING

215.00

Total Due This Invoice

\$215.00

Total amount of this bill

\$215.00

Previous balance

\$7,547.50

Total Balance Due To Date

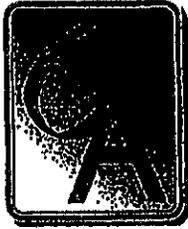
\$7,762.50

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Surveying

Gose & Associates | 113 E. 8th Avenue | P.O. Box 2371 | Stillwater, OK 74076 | Tel 405-743-4907 |  
Fax 405-743-4908



# Gose & Associates

ENGINEERING • PLANNING • SURVEYING

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

July 02, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Invoice # 18029

## Professional Services

	<u>Amount</u>
6/16/2015 EXTRA created ADA parking compliance letter	110.00
For professional services rendered	<u>\$110.00</u>
5/25/2015 ELLEN STEVENS- HYDROLOGIST CALCS AND REPORT	750.00
5/27/2015 FILING FEE FOR PARKING LOT EXPANSION PAID TO COS BY GOSE	25.00
8/25/2015 PRINT CHARGES	312.50
Total Due This Invoice	<u>\$1,087.50</u>
Total amount of this bill	<u>\$1,197.50</u>
Previous balance	<u>\$6,350.00</u>
Total Balance Due To Date	<u><u>\$7,547.50</u></u>

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Surveying



# Gose & Associates

ENGINEERING • PLANNING • SURVEYING

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

June 02, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Invoice # 18018

	<u>Amount</u>
5/25/2015 TASK 2. SITE DESIGN (60% OF CONTRACT, 100% BILLED TO DATE)	2,160.00
TASK 3. CITY COORDINATION/PERMIT APPROVAL (100% OF CONTRACT)	1,500.00
Total Due This Invoice	<u>\$3,660.00</u>
Previous balance	\$2,690.00
Total Balance Due To Date	<u><u>\$6,350.00</u></u>

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Surveying

All amounts are due upon receipt of statement. Charges of 1.5% will be added if not paid by the following month of the billing cycle.

The above charges reflect services rendered through MAY 25, 2015



# Gose & Associates

ENGINEERING • PLANNING • SURVEYING

Invoice submitted to:  
DIVERSIFIED LABOR & CONSTRUCTION  
PO BOX 901  
STILLWATER, OK 74076  
RON MADDEN

May 04, 2015

In Reference To: 1075.06 4TH AND JEFFERSON PARKING LOT EXPANSION  
RON MADDEN

Invoice # 17932

	<u>Amount</u>
4/25/2015 TASK 1. TOPO AND BOUNDARY SURVEY (100% OF CONTRACT)	1,250.00
TASK 2. SITE DESIGN (BILLED 40% OF CONTRACT)	1,440.00
Total Due This Invoice	<u>\$2,690.00</u>
Total Balance Due To Date	<u>\$2,690.00</u>

Thank you,

Gose & Associates

Consulting Engineering-Planning-Construction Management-Land Surveying

All amounts are due upon receipt of statement. Charges of 1.5% will be added if not paid by the following month of the billing cycle.

The above charges reflect services rendered through APRIL 25, 2015

IN THE DISTRICT COURT OF PAYNE COUNTY  
STATE OF OKLAHOMA

ASSOCIATED ENGINEERING CONSULTANTS, LTD  
D/B/A GOSE & ASSOCIATES,  
Plaintiff,

v.

DIVERSIFIED LABOR & CONSTRUCTION, L.L.C.,  
ALPHA Upsilon OF ZETA TAU ALPHA HOUSE  
CORPORATION,  
RCB BANK,  
CARLA MANNING, PAYNE COUNTY TREASURER, AND  
BOARD OF COUNTY COMMISSIONERS OF PAYNE  
COUNTY

Defendants.

No. CJ-2016-90

2016 MAR -8 P 1

PAYNE COUNTY  
GLENNA CRAIG  
COUNTY CLERK

IN THE DISTRICT COURT OF  
Payne County, Oklahoma  
MAR 07 2016  
BY: LORI ALLEN, Court Clerk  
Deputy

**SUMMONS**

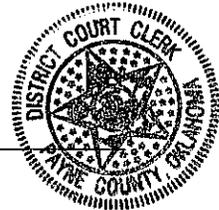
TO THE ABOVE NAMED DEFENDANT:

Board of County Commissioners of Payne County  
c/o Glenna Craig  
315 West 6th Ave.  
Stillwater, OK 74074

You have been sued by the above-named Plaintiff, and you are directed to file a written answer to the attached Petition in the Court listed above within twenty (20) days after service of this summons upon you, exclusive of the day of service. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. Within the same time, a copy of your answer must be delivered or mailed to the attorney for the Plaintiff.

Issued this 7<sup>th</sup> day of March, 2016.  
(SEAL)

COURT CLERK  
By: Kristin Veyra  
Deputy



ATTORNEY FOR PLAINTIFF:  
John E. Koemel, Jr.  
KOEMEL LAW, PLLC  
205 W. 7<sup>TH</sup> AVE., SUITE 101-B  
STILLWATER, OK 74074  
TELEPHONE: (405) 533-1885

This summons was served on the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Signature of person serving summons

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

**RETURN OF SERVICE**

I certify that I received the foregoing Petition on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and that I delivered a copy of said Summons with a copy of the Petition, as follows:

( ) **PERSONAL SERVICE:**  
( ) By delivering a true copy of said process personally to \_\_\_\_\_ at \_\_\_\_\_, Date: \_\_\_\_\_ Time: \_\_\_\_\_

( ) **USUAL PLACE OF RESIDENCE:**  
( ) By delivering a true copy of said process for \_\_\_\_\_ with \_\_\_\_\_, a resident or family member fifteen (15) years of age or older, at \_\_\_\_\_, which is their usual place of residence. Date: \_\_\_\_\_ Time: \_\_\_\_\_

( ) **CORPORATION/PARTNERSHIP/GOVERNMENT ENTITY:**  
( ) By delivering a true copy of said process to \_\_\_\_\_, he being the \_\_\_\_\_ authorized to accept service, at \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

( ) **POSTED SERVICE:**  
( ) By affixing a true copy of said process to the premises located at \_\_\_\_\_, which is in possession of the defendant, to-wit: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

( ) **SERVICE BY MAIL:**  
( ) By mailing a true copy of said process to \_\_\_\_\_ by certified mail, restricted delivery, return receipt requested, at \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

( ) **NOT FOUND:**  
( ) Said process WAS NOT SERVED on the following named for the reason(s) stated: \_\_\_\_\_

( ) **OTHER INFORMATION:**  
( ) \_\_\_\_\_

Process Service Fee for Delivery and/or Filing Documents:	\$ _____
Research Fee:	\$ _____
Mileage: _____ miles @ \$ _____ per mile	\$ _____
Other Fee(s) _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

Undersigned declares under penalty of perjury that the foregoing information is true and correct

By: \_\_\_\_\_  
\_\_\_\_\_ County

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
My Commission Expires: \_\_\_\_\_

Notary Public - State of Oklahoma

(SEAL)

# Expense Verification Report

Batch Number: 089

<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	004294	003460	01202580		OKLA. NATURAL GAS	50.00	21.42	-28.58	ACCOUNT NO. 210509477 1464767 91		FEBRUARY BLANKET
	004263	003461	01842005ST		QUALITY WATER SERVICES	400.00	111.10	-288.90	INVOICE NO. 1289035; 1289588; 1292479; 1293488 ACCOUNT ID. 301679 PAYNE COUNTY EXPO CENTER		FEBRUARY BLANKET
	004461	003462	01162005		STC/BUSINESS WORLD	7,492.00	7,492.00	0.00	INVOICE NO. 82712		TASK MANAGER
	005137	003463	01202580		TOUCHTONE	23.88	23.88	0.00	ACCOUNT NO. 4056249300		UTILITY BILL
	005134	003464	01202580		STC/BUSINESS WORLD	115.06	115.06	0.00	INVOICE NO. 652026 ACCOUNT NO. PC09		CONTRACT BASE RATE
	004619	003465	01202580		DEARINGER PRINTING & TROPHY	376.80	375.00	-1.80	INVOICE NO. R6857 CUSTOMER NO. 1099 PAYNE COUNTY COMMISSION		SEALS
	005084	003466	01022005		COOPERS LOCKSMITH LLC	45.00	30.00	-15.00	INVOICE NO. 157004 PAYNE COUNTY DISTRICT ATTORNEY		KEYS
	005119	003467	01042005		OKLA. NATURAL GAS	91.17	91.17	0.00	ACCOUNT NO. 210508115 1463504 09		UTILITY BILL
	005114	003468	01091110ST		OSU COOPERATIVE EXT. SRV.	25,000.00	24,393.00	-607.00	INVOICE NO. 117527		CONTRACTUA L
	005113	003469	01092005ST		OSU COOPERATIVE EXT. SRV.	200.00	123.04	-76.96	INVOICE NO. 117548		POSTAGE EQUIPMENT

### Expense Verification Report

Batch Number: 089

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
	005104	003470	01203941		SAC & FOX NATION JUVENILE	1,076.61	1,076.61	0.00	JUVENILE DETENTION INVOICE NO. AR-15-064 FEBRUARY 2016 "JL" "NC" "BR" "RB"		JUVENILE DETENTION
	003949	003471	01802303ST		ALLEN CONTRACTING	12,528.00	12,528.00	0.00	INVOICE NO. 2016-01 JOB NO. 15-029 WESTERN ROAD PROJECT NO. STP-260B(019)MS		MILLINGS
	004256	003472	01842005ST		UNIFIRST	900.00	631.40	-268.60	INVOICE NO. 843 1518454; 843 1519263; 843 1520058; 843 1520864		FEBRUARY BLANKET
	004581	003473	01172005		STC/BUSINESS WORLD	8,743.00	8,743.00	0.00	INVOICE NO. 82711		FORMS
	005060	003474	01944005ST-3/		DIRECT DISCOUNT TIRE OF	583.80	583.80	0.00	INVOICE NO. 173065 RIPLEY FIRE DEPARTMENT		TIRES
	005061	003475	01944005ST-3/		STAPLES	628.68	628.68	0.00	ORDER NO. 9252145413 RIPLEY FIRE DEPARTMENT		SUPPLIES
	004649	003476	01944005ST-3/		B & C BUSINESS PRODUCTS, INC.	3,754.98	3,674.98	-80.00	INVOICE NO. AR16753 RIPLEY FIRE DEPARTMENT		SMART BOARD
	005075	003477	01914005ST-1/		QUALITY FORD, INC.	600.00	655.29	55.29	INVOICE NO. 40198 GLENCOE FIRE DEPARTMENT		REPAIR
	003661	003478	01914005ST-1/		ROSS SERVICE STATION	1,000.00	5.76	-994.24	INVOICE NO. 10574 GLENCOE FIRE DEPARTMENT		JANUARY BLANKET
	005135	003479	01202580		SIMPLEX GRINNELL	413.72	413.72	0.00	INVOICE NO. 82288980		BATTERY

# Expense Verification Report

Batch Number: 089

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
X	005152	003480	01914005ST-1/		ROSS SERVICE STATION	89.37	83.61	-5.76	INVOICE NO. 12201; 12339; 13168; 13180 GLENCOE FIRE DEPARTMENT		FUEL
	005151	003481	01042005		DON EVANS WINDOW TINT	45.00	45.00	0.00	INVOICE NO. 703864 PAYNE COUNTY SHERIFF		DOOR
	005106	003482	01841310ST		HALLMAN, TODD D.	41.04	41.04	0.00	***DO NOT MAIL***		TRAVEL
	005107	003483	01841310ST		YEOMAN CATHY	62.64	62.64	0.00	***DO NOT MAIL***		TRAVEL
	005105	003484	01841310ST		MAYE BRYAN	266.76	266.76	0.00	***DO NOT MAIL***		TRAVEL
	005110	003485	01841310ST		RICKS, DUSTY	49.14	49.14	0.00	***DO NOT MAIL***		TRAVEL
	005109	003486	01841310ST		BAKER, DAVID	108.00	108.00	0.00	***DO NOT MAIL***		TRAVEL
	005111	003487	01841310ST		TOENYES MILES	261.36	261.36	0.00	***DO NOT MAIL***		TRAVEL
<b>Totals for COUNTY GENERAL</b>						<b>\$64,946.01</b>	<b>\$62,634.46</b>	<b>-2,311.55</b>			
	005138	001280	02802003		OKLA. NATURAL GAS	246.94	246.94	0.00	ACCOUNT NO. 211501618 2148287 18		UTILITY BILL
	005136	001281	02802001		TOUCHTONE	26.79	26.79	0.00	ACCOUNT NO. 4056249300 PAYNE COUNTY DISTRICT 1		UTILITY BILL
	005069	001282	02802003		KINNUNEN SALES & RENTALS,	734.98	734.98	0.00	INVOICE NO. 2092609; 2092661		AUGER
	004966	001283	02802003		A PLUS AUTO GLASS	550.00	557.91	7.91	INVOICE NO. 1509 PAYNE COUNTY DISTRICT 3		REPLACE WINDOW
	004652	001284	02802003		WALKER COMPANIES	100.00	88.00	-12.00	INVOICE NO. 21313 PAYNE COUNTY DISTRICT 3 D PLUNKETT		NOTARY

### Expense Verification Report

Batch Number: 089

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
	005123	001285	02802003		GRIMSLEYS, INC.	164.00	149.04	-14.96	INVOICE NO. 244241		SUPPLIES
	005097	001286	02802003		BILL KNIGHT FORD	45.00	41.62	-3.38	INVOICE NO. 1455 PAYNE COUNTY DISTRICT 3		SWITCH
	005150	001287	02802003		TOUCHTONE	5.07	5.07	0.00	ACCOUNT NO. 4056249300 PAYNE COUNTY DISTRICT 3		UTILITY BILL
<b>Totals for HIGHWAY CASH</b>						<u>\$1,872.78</u>	<u>\$1,850.35</u>	<u>-22.43</u>			
	005133	000381	08882005		YP	25.00	25.00	0.00	ACCOUNT NO. 1300479887-00000-9 PAYNE COUNTY HEALTH DEPARTMENT		ADVERTISING
	004106	000382	08882005		MERIDIAN TECHNOLOGY CENTER	20.00	20.00	0.00	INVOICE NO. 16172 PAYNE COUNTY HEALTH DEPARTMENT E BAJKO; B CALVIN; B KRAB; K SMITH		CARDS
	004304	000383	08882005		STUCK ANNA	2,000.00	50.00	-1,950.00	INVOICE NO. 0006		FEBRUARY BLANKET BOOKS
	005089	000384	08882005		WEST GROUP	777.00	777.00	0.00	INVOICE NO. 833645897 ACCOUNT NO. 1000582013		
	005095	000385	08881110		OKLA. STATE DEPT. OF HEALTH	116,666.67	116,666.67	0.00	INVOICE NO. 60-01/16 JANUARY 2016		PAYROLL
<b>Totals for HEALTH DEPARTMENT</b>						<u>\$119,488.67</u>	<u>\$117,538.67</u>	<u>-1,950.00</u>			
	005142	000287	09043910		ODMHSAS-TELEHEALTH, MARK BLACK	90.00	90.00	0.00	INVOICE NO. 672457401 BILLING PERIOD: 01/2016 - 03/2016		VIDEO CONFRENCE

# Expense Verification Report

Batch Number: 089

PP	PO #	War #	Account	Dist	Vendor	Encumbered	Pay Amount	Adjustment	Comments	Invoices	Purpose
	005120	000288	09043910		PERKINS ROAD PET CLINIC, INC.	284.78	284.78	0.00	INVOICE NO. 241582 ACCOUNT NO. 19982 K-9 "RUDY"		EXAM
<b>Totals for SHERIFF SERVICE FEE</b>						<b>\$374.78</b>	<b>\$374.78</b>	<b>0.00</b>			
	005144	000070	13103910		LASER SOLUTIONS	99.00	99.00	0.00	INVOICE NO. 15361 PAYNE COUNTY CLERK		TONER
<b>Totals for MECHANIC LIEN FEE</b>						<b>\$99.00</b>	<b>\$99.00</b>	<b>0.00</b>			
	004605	000221	22842005		POSTAL PACK & SHIP	200.00	188.05	-11.95	INVOICE NO. 182390; 182646 ACCOUNT NO. 1045 PAYNE CO CLERK		POSTAGE
	004444	000222	22842005		DEARINGER PRINTING & TROPHY	480.00	480.00	0.00	INVOICE NO. R6927A CUSTOMER NO. 497 PAYNE COUNTY EXPO		BANNERS
	005081	000223	22842005		GERMAN ROOFING	500.00	500.00	0.00	INVOICE NO. 5000		REPAIR
	005080	000224	22842005		PAYNE CO. DISTRICT 3	90.00	90.00	0.00	INVOICE NO. 2016-02		COLD PATCH MATERIAL
	005148	000225	22842005		B & L HEATING & AIR	225.00	225.00	0.00	INVOICE NO. 93202		REPAIR
<b>Totals for FAIRBOARD CASH</b>						<b>\$1,495.00</b>	<b>\$1,483.05</b>	<b>-11.95</b>			
	005118	000447	30042005		HAMMOND FIRE SYSTEMS LLC.	1,000.00	1,000.00	0.00	INVOICE NO. 981 PAYNE COUNTY COURTHOUSE SPRINKLER PAYNE COUNTY JAIL SPRINKLER PAYNE COUNTY JAIL FIRE PUMP TEST		INSPECTION OF SPRINKLER

# Expense Verification Report

Batch Number: 089

<u>PP</u>	<u>PO #</u>	<u>War #</u>	<u>Account</u>	<u>Dist</u>	<u>Vendor</u>	<u>Encumbered</u>	<u>Pay Amount</u>	<u>Adjustment</u>	<u>Comments</u>	<u>Invoices</u>	<u>Purpose</u>
	005115	000448	30042005		BEN E. KEITH OKLAHOMA	899.41	899.41	0.00	INVOICE NO. 63044974		SUPPLIES
	005068	000449	30042005		GRIMSLEYS, INC.	836.85	836.85	0.00	INVOICE NO. 243912; 243912-1		SUPPLIES
<b>Totals for JAIL OPERATION &amp; MAINTENANCE</b>						<u>\$2,736.26</u>	<u>\$2,736.26</u>	<u>0.00</u>			
	005085	000025	36042005		AA PIPE & POST	500.00	500.00	0.00	INVOICE NO. 308027 PAYNE COUNTY SOLID WASTE		SIGN POLES
<b>Totals for SOLID WASTE</b>						<u>\$500.00</u>	<u>\$500.00</u>	<u>0.00</u>			
	005147	000070	51203100		A T & T	15,884.82	15,884.82	0.00	ACCOUNT NO. 405 521-0073 894 9		UTILITY BILL
<b>Totals for E 911</b>						<u>\$15,884.82</u>	<u>\$15,884.82</u>	<u>0.00</u>			
<b>Grand Totals:</b>						<u>\$207,397.32</u>	<u>\$203,101.39</u>	<u>-4,295.93</u>			