

**Payne County Board of Commissioners**  
**Regular Meeting, April 4, 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 March 29, 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
  
- VII. Discussion and Possible Action on Reports from Officers and Boards
  - A. Invoice for payment STP project Hultt Zollars- D-1
  - B. Resolution 2016-05 Insure Oklahoma application and contract- Commissioners
  - C. Agreement Bid# 2016-05 Phase II McVey Arena- Expo Center
  - D. Tower Lease Agreement (American Tower)- Commissioners
  - E. Road Name Request- (2) D-1, (1) D-3
  - 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
    - 1. Monthly Highway Cash- D-1 and D-3
  
- 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  
GLENNA CRAIG  
COUNTY CLERK  
2016 MAR 31 P 3:32

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

The Payne County Board of County Commissioners met in a rescheduled meeting of the board in the Commissioner's Conference Room at 3:30 p.m. on **Tuesday, March 29<sup>th</sup>, 2016** at the Payne County Administration Building located in Stillwater, Oklahoma.

**Chairman called the meeting to order:** at 3:30 p.m.

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

**Approve minutes of the previous meeting of the board:** Clerk presented the minutes of the March 21<sup>st</sup> meeting. Motion by Reding to approve the March 21<sup>st</sup> minutes, second by Cavett. Roll Call Vote: Cavett-Abstain, Reding-Yes, Bradley-Yes.

**Miscellaneous items from the audience:** None

**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 on Saturday 4/16/16 for Cookout fund Raiser-Relay for Life:** Melissa Scott and Shelly Lawson appeared before the board to request the use of the courthouse lawn for a fund raiser for their Relay for Life group on Saturday, March 16<sup>th</sup> during the noon hour. Motion by Cavett to approve request to use courthouse lawn for stated purpose, second by Reding. Roll Call Vote: Reding-Yes, Bradley-Yes, Cavett-Yes.
- **Burn Ban-Commissioners:** Jeff Kuhn, Emergency Management Director stated it would be illegal to issue a burn ban at this time since the county did not meet the criteria. Kuhn reminded the public to stay cautious. No action taken by the board.
- **Request for Traffic Control Signs:**
  1. **Stop signs at the corner of Lone Chimney and Union-D1:** Cavett stated he would like to check up on this further. Motion by Cavett to table Item C1, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
  2. **Stop signs/Dead End signs-N Range & Airport-D3:** Bradley stated he had a request for stop signs and Dead End signs at T intersection going North at Range & Airport. Motion by Bradley to approve signs as presented second by Cavett. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **Ingress and Egress Agreement:** Cavett presented Ingress and Egress Agreements for Randy Turner, Ernest Irvin Jr. & Carol Jung, and Martha Leith. Cavett stated this was for clearing of right-of-ways at three different locations to improve the road. Motion by Cavett to approve Ingress and Egress Agreements as presented, second by Reding. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.
- **Removal of Equipment items from Inventory:** The following items were presented for removal from inventory; Bradley stated these items had been sold at the March 19<sup>th</sup> county auction. 2010 Kubota Tractor, Echo Earth Auger, Box Blade, Land Pride Rotary Mower, Off-set Disc, Echo Weed Eater, Echo Chainsaw, Wylie 300 Gal. Sprayer, and Welder. Motion by Bradley to approve listed equipment for removal from inventory, second by Cavett. Roll Call Vote: Reding-Yes, Bradley-Yes, Cavett-Yes
- **Appointment of Requisitioning and Receiving Officers:** None presented at this time.

**Discussion and Possible Action on Financials:**

- **Cash Appropriations:** None presented at this time.
- **Transfer of Appropriations:** The following transfer was presented; Commission Travel and Reimbursement, 01-08-1310 for \$90.18 transferred to Commission Part-time Salaries, 01-08-1130, \$90.18. Motion by Reding to approve transfer as presented, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

**Official Minutes of  
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- **Purchase Orders: New:** The following Purchase Orders were presented; FY 2015-2016 \$213,610.27. 2015-2016 COUNTY GENERAL: 3939, VERIZON WIRELESS, 80.02, UTILITY BILL; 3940, PITNEY BOWES, 761.79, LEASING CHARGES; 3941, CENTER FOR LOCAL, 125.00, CLASS; 3942, STC/BUSINESS WORLD, 286.96, CONTRACT BASE RATE; 3943, BEASLEYS TECHNOLOGY, INC., 3169.20, MICROSOFT; 3944, B & C BUSINESS PRODUCTS, INC., 370.24, SUPPLIES; 3945, SHRED- AWAY SHREDDING, INC., 42.35, SHREDDING SERVICES; 3946, LANDMARK GSI, 2020.00, LICENSE FEE; 3947, RAILROAD YARD, 520.00, DOOR; 3948, STAPLES, 3269.81, FURNITURE; 3949, DIRECT DISCOUNT TIRE OF, 1309.93, TIRES; 3950, STC/BUSINESS WORLD, 97.00, CONTRACT BASE RATE; 3951, CANON, BILL, 13200.00, HOUSING; 3952, CITY OF STILLWATER, 5287.74, MARCH BLANKET; 3953, CITY OF STILLWATER, 4853.28, MARCH BLANKET; 3954, CITY OF STILLWATER, 13.37, MARCH BLANKET; 3955, PROVALUE NET, 35.90, UTILITY BILL; 3956, CITY OF STILLWATER, 84.14, UTILITY BILL; 3957, CITY OF STILLWATER, 54.25, UTILITY BILL; 3958, CITY OF STILLWATER, 292.35, UTILITIES; 3959, BOB HOWARD DODGE, 4530.51, REPAIRS; 3960, LANDMARK GSI, 2020.00, LICENSE FEE; 3961, OSU AGEC CTP, 125.00, CLASS; 3962, SHRED- AWAY SHREDDING, INC., 84.70, SHREDDING SERVICES; 3963, BENTLEY HEDGES TRAVEL, 637.86, HOTEL; 3964, BENSON, MICHAEL D., 61.35, TRAVEL; 3965, POWERHOUSE TRUCKBEDS, 2150.00, TRAILER; 3966, NORTHERN SAFETY CO., INC., 2403.32, SUPPLIES; 3967, THYSSENKRUPP ELEVATOR, 200.00, MAINTENANCE; 3968, THYSSENKRUPP ELEVATOR, 200.00, MAINTENANCE; 3969, THYSSENKRUPP ELEVATOR, 200.00, MAINTENANCE; 3970, A T & T, 247.00, UTILITY BILL; 3971, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 159.05, MARCH BLANKET; 3972, B & C BUSINESS PRODUCTS, INC., 87.29, WIRELESS KEYBOARD / MOUSE; 3973, EDA, 176.13, SUBSCRIPTION FEE; 3974, DEARINGER PRINTING & TROPHY, 28.88, SIGNATURE CARD; 3975, B & C BUSINESS PRODUCTS, INC., 222.88, MARCH BLANKET; 3976, CHIEF FIRE AND SAFETY, 344.00, SUPPLIES; 3977, WESTERN AUTO TIRE, MANNFORD WESTERN AUTO, 575.00, TIRE SERVICES; 3978, CUSHING CITIZEN, 50.00, SUBSCRIPTION RENEWAL; 3979, LIMON, STEPHANIE D., 427.75, TRAVEL; 3980, ROSS, CRYSTAL D., 427.75, TRAVEL; 3981, A T & T, 3115.22, UTILITY BILL; 3982, REDDING, RUDY, 165.75, TRAVEL; HIGHWAY CASH: 1345, COOPERS LOCKSMITH LLC, 95.00, KEYS; 1346, T & C ASPHALT, 900.00, COLD PATCH MATERIAL; 1347, AMERICAN HERITAGE BANK, 13111.63, LEASE AGREEMENT; 1348, SNB BANK, 2989.38, PAYMENT; 1349, SNB BANK, 5206.63, PAYMENT; 1350, AMERICAN HERITAGE BANK, 5246.56, LEASEAGREEMENT; 1351, CITY OF STILLWATER, 437.01, UTILITY BILL; 1352, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 286.56, WATER; 1353, STILLWATER BUILDING CENTER, 71.55, FILTERS; 1354, WARREN CAT, 2632.00, BLADES; 1355, QUAPAW CO., INC., 49967.42, SABM; 1356, FRANKS DIESEL, 3564.00, TIRES; 1357, LIONEL HARRIS OIL CO., INC., 9424.36, DYED DIESEL; 1358, FASTENAL COMPANY, 4.16, FEBRUARY BLANKET; 1359, ENID MACK SALES, INC., 514.49, FUEL PUMP; 1360, A T & T, 136.43, UTILITYBILL; 1361, WARREN CAT, 1120.80, SHIMS; 1362, ENID MACK SALES, INC., 226.68, PULLY; 1363, FRONTIER FIRE PROTECTION, 240.00, SERVICE & SUPPLIES; 1364, LIONEL HARRIS OIL CO., INC., 9595.74, DYED DIESEL; 1365, LIONEL HARRIS OIL CO., INC., 2088.48, DYED DIESEL REMOTE TANKS; 1366, DIRECT DISCOUNT TIRE OF, 5058.74, TIRES; 1367, JOHN DEERE FINANCIAL, 5921.97, LEASE PAYMENTS; 1368, PREMIERE TRUCK GROUP, 76.41, REPAIR; 1369, WARREN CAT, 365.20, SHANKS; BOARD OF PRISONERS: 31, CRAWLEY M.D., DONALD E., 55.00, MEDICAL SERVICES; RESALE PROPERTY: 210, COUNTY TREASURERS ASSOCIATION, % BAB COKER, 225.00, REGISTRATION; HEALTH DEPARTMENT: 386, PITNEY BOWES, 151.95, LEASING/MAINTENANCE; 387, UNIVERSITY CLEANING SERVICES, 687.45, MARCHBLANKET; 388, HUNZICKER BROTHERS, INC., 51.80, LAMPS; 389, SANDERS, TIA, 60.48, TRAVEL; 390, OK QUALITY PRINTING, 567.80, ENVELOPES; 391, STOLZ TELECOM LLC, 2194.50, SUPPLIES; SHERIFF SERVICE FEE: 303, STILLWATER TAG AGENCY, 37.50, TAG AND TITLE; 304, GRAFIX SHOPPE, 342.75, GRAPHICS; 305, TXTAG, 3.48, TURNPIKE TOLL; 306, DEARINGER PRINTING & TROPHY, 300.28, NAME TAGS; 307, MIDWESTPRINTERS, 327.64, SAFEKEEPING; REVOLVING FORFEITURE: 33, STILLWATER POLICE DEPT., 129.00, FORFEITURE PROCEEDS; FAIRBOARD CASH: 233, MUSTANG FUEL MARKETING CO, 448.65, UTILITY BILL; 234, CITY OF STILLWATER, 2705.84, UTILITY BILL; 235, OKLA. NATURAL GAS, 224.71, UTILITY BILL; 236, FASTENAL COMPANY, 23.29, NUTS; 237, ADVANTAGE PLUMBING HEATING AND COOLING, 424.99, REPAIR & LABOR; 238, JUVO WEB SOLUTIONS LLC, 2698.75, WEBSITE; JAIL OPERATION & MAINTENANCE: 519, BOB BARKER COMPANY, INC., 489.30, SUPPLIES; 520, COOKS CORRECTIONAL, 307.96, MATTING; 521, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 100.00, SUPPLIES; 522, CITY OF STILLWATER, 10534.88, UTILITIES; 523, BEN E. KEITH OKLAHOMA, 1073.88, SUPPLIES; 524, VERIZON WIRELESS, 80.02, UTILITY BILL; 525, OKLA. NATURAL GAS, 355.26, UTILITIES; 526, MUSTANG FUEL MARKETING CO, 798.22, UTILITIES; 527, ADVANTAGE PLUMBING HEATING AND COOLING, 697.88, REPAIRS; 528, KENDALL AND SON LTD, 285.00, QUARTS; 529, COOKS CORRECTIONAL, 69.97, SKIMMER; 530, CAPITAL CITY PROCESSORS, 200.00, EMPTY GREASE TRAP; 531, KINNUNEN SALES & RENTALS,, 2.94, CHAINS; 532, BEN E. KEITH OKLAHOMA, 993.09, SUPPLIES; 533, PAYNE CO. EXTENSION CENTER, 28.00, SOIL TESTING; SOLID WASTE: 26, OAKES SERVICE CENTER, 269.95, FUEL; 27, REPUBLIC SERVICES, 50.00, ROLL OFF; 28, REPUBLIC SERVICES, 50.00, ROLL OFF; CLERK R M & P: 84, BEASLEYS TECHNOLOGY, INC., 1724.00, TABLET (COMPUTER); PAYNE COUNTY ECONOMIC DEVELOPMENT: 6, COPPER PENNY TRADING CO, 131.94, UMBRELLA; E 911: 71, A T & T, 630.16, UTILITY BILL; DRUG COURT: 7, PAYNE CO. DRUG COURT, INC., 3187.50, ADMIN SERVICES; 8, PAYNE CO. DRUG COURT, INC., 3187.50, ADMIN SERVICES; EMERGENCY MANAGEMENT: 11, BEASLEYS TECHNOLOGY, INC., 2874.99, REPAIRS; DISTRICT ATTORNEY SEIZURE: 30, PAYNE CO. DISTRICT ATTORNEY, 258.00, FORFEITURE PROCEEDS.

Bradley asked for clarification on several Purchase Orders.

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- **Blanket:** April Blanket Purchase orders totaling \$181,697.45 were presented.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** March payroll and longevity totaling \$695,913.25 was presented.

2015-2016 COUNTY GENERAL: 3780, BOOTH, HEATHER DAWN, 222.12, Payroll; 3781, BOYER, JAMIE L., 942.39, Payroll; 3782, COURI, JO B., 741.47, Payroll; 3783, GIPSON, WILLIAM B., 1647.00, Payroll; 3784, JOHNSON, CURTIS RYAN, 222.12, Payroll; 3785, LOGAN, REGENA SUE, 222.12, Payroll; 3786, BANCFIRST, 833.27, Payroll; 3787, O.P.E.R.S., 932.40, Payroll; 3788, OKLA. TAX COMMISSION, 25.00, Payroll; 3789, HARRINGTON, ROBERT A, 24.72, Payroll; 3790, HUFF, JUDITH R., 44.29, Payroll; 3791, RUSH, ANITA S., 327.60, Payroll; 3792, SEXTON, GLENDA K., 140.40, Payroll; 3793, WILSON, DANNY K., 66.95, Payroll; 3794, ANDERSON, RHONDA E., 2314.77, Payroll; 3795, BARNES, DAVID DAWSON, 2471.11, Payroll; 3796, BENAVIDEZ, PATRICIA A., 2016.98, Payroll; 3797, BROWN, ROCKFORD M., 2509.64, Payroll; 3798, DEAN, SHANE M, 1738.94, Payroll; 3799, DIESEL, GEORGE E., 2825.49, Payroll; 3800, EDWARDS, DONALD T., 2178.34, Payroll; 3801, FARLEY, LINDA G., 2782.75, Payroll; 3802, FOX, PAUL A., 2653.73, Payroll; 3803, HARPER, JOE E., 2236.90, Payroll; 3804, HAUF, RAYMOND B., 3343.51, Payroll; 3805, HAUSINGER, CHELSEA A., 2212.63, Payroll; 3806, HENNINGER, JOSEPH A., 2689.41, Payroll; 3807, HENNINGER, JUSTIN K., 2588.01, Payroll; 3808, HINES, KEZIA, 1734.84, Payroll; 3809, HOPPER, SCOTTY R., 2659.67, Payroll; 3810, JONES, FRANK E., 2267.44, Payroll; 3811, KITCHEL, LARRY E., 2679.23, Payroll; 3812, KRAMER, JEFFERY A, 1624.67, Payroll; 3813, KROPP, CICI, 1706.66, Payroll; 3814, LAWSON, CHARLES B., 2404.98, Payroll; 3815, LITTLE SUN, VIRGINIA G., 2478.61, Payroll; 3816, MCKINNIS, GARRY K., 3646.86, Payroll; 3817, MCKOSATO, CHRISTOPHER J., 2467.63, Payroll; 3818, MILLER, ROBERT G., 2331.74, Payroll; 3819, MURLEY, DAKOTA RAY, 2412.88, Payroll; 3820, MYERS, BRANDON A., 2516.32, Payroll; 3821, MYERS, NICHOLAS E., 2392.99, Payroll; 3822, MYERS, WILLIAM E., 2535.56, Payroll; 3823, NACK, DANIEL A., 2888.14, Payroll; 3824, NIXON, CHRISTOPHER L., 2695.37, Payroll; 3825, NIXON, STACEY D., 2281.83, Payroll; 3826, ROSE, DAVID W, 2624.23, Payroll; 3827, RUARK, MARY, 1856.89, Payroll; 3828, RUSSELL, GREGGORY R., 2423.56, Payroll; 3829, SCHRIMSHAW, KAYLA, 1781.36, Payroll; 3830, SECREST, JACOB ALLEN, 2353.10, Payroll; 3831, SEXTON, GLENDA K., 2381.10, Payroll; 3832, SMITH, MIRANDA Y, 1919.61, Payroll; 3833, SPIVEY, DAVID, 2508.34, Payroll; 3834, TILLMAN, BOBBY G., 2654.76, Payroll; 3835, WESTBROOK, CORY B., 2464.55, Payroll; 3836, WHEELER, ZACHARY W, 2273.44, Payroll; 3837, WOODWARD, KEVIN D., 2839.10, Payroll; 3838, YOUNG, JOEL M., 2013.84, Payroll; 3839, HUGHES, DENNIS R., 969.11, Payroll; 3840, GREEN, DEANNA L., 2130.16, Payroll; 3841, KISLER, MARTHA A., 1115.10, Payroll; 3842, MANNING, CARLA J., 3328.47, Payroll; 3843, MANNING, CARLA J., 348.15, Payroll; 3844, BOWEN, LENELL K, 2356.61, Payroll; 3845, BRADLEY, KENT, 4037.76, Payroll; 3846, CAVETT, ZACHARY H., 3860.35, Payroll; 3847, REDING, CHRISTOPHER, 3998.48, Payroll; 3848, BRADLEY, KENT, 554.10, Payroll; 3849, REDING, CHRIS, 554.10, Payroll; 3850, BURNS JR, BENNIE WAYNE, 2140.11, Payroll; 3851, CHAPMAN, CATHY J., 2669.61, Payroll; 3852, CRAIG, GLENNA J., 3601.21, Payroll; 3853, ECHALK, LESLIE E., 2271.64, Payroll; 3854, HICKMAN, DONNA M., 2617.95, Payroll; 3855, LAWSON, SHELLY J., 2334.19, Payroll; 3856, MATHIS, TAMMY A, 2494.67, Payroll; 3857, MCCOMBS, KYLA, 2007.04, Payroll; 3858, RAINS, TRACEY, 2187.41, Payroll; 3859, WATT, MARY, 1982.80, Payroll; 3860, CRAIG, GLENNA J., 349.40, Payroll; 3861, ALLEN, LORI A., 3301.94, Payroll; 3862, BOYER, JAMIE L., 2309.63, Payroll; 3863, CORBIN, YVONNE, 1961.34, Payroll; 3864, EDMONDSON, BRENDA K., 2032.83, Payroll; 3865, HOWARD, STEPHANIE D., 2122.32, Payroll; 3866, HUFF, JUDITH R., 2083.35, Payroll; 3867, MYERS, CASSIE J., 2014.65, Payroll; 3868, PROUGH, JEAN L, 1862.31, Payroll; 3869, SAHS, TERI M., 2555.13, Payroll; 3870, VIEYRA, KRISTIN MICHELLE, 2005.36, Payroll; 3871, ALLEN, LORI A., 369.40, Payroll; 3872, BOOTH, HEATHER DAWN, 2456.08, Payroll; 3873, COWAN, JAMES C., 3703.47, Payroll; 3874, LOGAN, REGENA SUE, 2136.85, Payroll; 3875, RAGSDALE, CATHY A., 2205.46, Payroll; 3876, ROBBINS, CAROL S., 2334.59, Payroll; 3877, ROSS, CRYSTAL D., 2226.10, Payroll; 3878, RUSH, ANITA S., 2507.89, Payroll; 3879, SCHULTZ, TANYA R., 1276.25, Payroll; 3880, COWAN, JAMES C., 461.75, Payroll; 3881, BRADY, TINA M., 2190.88, Payroll; 3882, CLYBURN, ADAM, 2227.82, Payroll; 3883, COMBS, MAXIE, 2722.79, Payroll; 3884, FERGUSON, DUANE A., 2571.18, Payroll; 3885, GOMEZ, JASON S., 2757.58, Payroll; 3886, JOHNSON, CURTIS RYAN, 2077.08, Payroll; 3887, KENNEDY, CODY P., 2451.78, Payroll; 3888, LIMON, STEPHANIE D., 2316.95, Payroll; 3889, LOCKWOOD, ANGELA D., 2464.36, Payroll; 3890, REDDING, RUDY, 2072.42, Payroll; 3891, THORNTON, RICHARD, 2098.16, Payroll; 3892, MCKEE, JENNIFER, 617.09, Payroll; 3893, HOWELL, KATHRYN, 410.21, Payroll; 3894, HUNTER, LOSCO, 470.98, Payroll; 3895, TEAGUE, REBECCA, 46.17, Payroll; 3896, WEDEL, RANDY, 46.17, Payroll; 3897, BRYANT, VALERIE J., 2194.29, Payroll; 3898, DAWSON, ALYSON L., 2435.83, Payroll; 3899, KLEIN, DONDEE A., 2238.96, Payroll; 3900, CAZELLE, TONY, 392.49, Payroll; 3901, TANKERSLEY, PHILIP, 46.17, Payroll; 3902, TESKE, SHIRLEY, 383.25, Payroll; 3903, HOLLEYMAN, GREGORY D, 2704.69, Payroll; 3904, HELEY, DONNA K, 767.81, Payroll; 3905, CHOPLIN, TROY W., 2006.99, Payroll; 3906, KUHN, JEFFREY A., 2344.62, Payroll; 3907, CHOPLIN, TROY W., 79.08, Payroll; 3908, KUHN, JEFFREY A., 31.59, Payroll; 3909, AMES, ZACHARIAH, 1733.63, Payroll; 3910, CASTOE, CLINTON, 2103.26, Payroll; 3911, VARNELL, DARRELL R., 2159.61, Payroll; 3912, ROBINSON, JOHN J., 2011.95, Payroll; 3913, BARROWS, CHRISTOPHER B., 1424.74, Payroll; 3914, BENSON, MICHAEL D., 2372.78, Payroll; 3915, CAMPBELL, COLIN G, 3079.33, Payroll; 3916, COOK, EDWIN C., 2539.38, Payroll; 3917, FLESHMAN, ZACHARY K., 1996.75, Payroll; 3918, HINKLE, RANDI J., 1406.22, Payroll; 3919, SHENOLD, DEE DEE A., 2285.07, Payroll; 3920, WEST, TONI S., 2151.18, Payroll; 3921, WILLE, JOSEPH R., 2046.83, Payroll; 3922,

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BOARD OF COUNTY COMMISSIONERS**

AMERICAN FIDELITY ASSURANCE COMPANY, 2768.66, Payroll; 3923, BANCFIRST, 102355.71, Payroll; 3924, COLONIAL LIFE & ACCIDENT, 1253.06, Payroll; 3925, COMMUNITY CARE HMO INC, 93732.47, Payroll; 3926, CREDIT BUREAU SERVICES ASSOCIATION, 417.18, Payroll; 3927, DELTA DENTAL OF OKLAHOMA, 3744.08, Payroll; 3928, FLEX ACCOUNT ADMINISTRATION, 3206.14, Payroll; 3929, HARDEMAN, JOHN TRUSTEE CHAPTER 13, 961.00, Payroll; 3930, LEGALSHIELD, 30.90, Payroll; 3931, LOVE, BEAL & NIXON, P.C., 200.00, Payroll; 3932, O.P.E.R.S., 95072.01, Payroll; 3933, OKLA. CENTRALIZED SUPPORT, 227.97, Payroll; 3934, OKLA. CENTRALIZED SUPPORT, 475.58, Payroll; 3935, OKLA. TAX COMMISSION, 11836.00, Payroll; 3936, PRUDENTIAL INSURANCE COMPANY, 2727.77, Payroll; 3937, SECURITY BENEFIT GROUP, 240.00, Payroll; 3938, VISION SERVICE PLAN OF OKLA., 969.20, Payroll; HIGHWAY CASH: 1291, BALES, SHAWNA N, 2229.45, Payroll; 1292, BATESON, ROGER D., 2029.59, Payroll; 1293, BROCKAMP, JOEL G., 2457.64, Payroll; 1294, BURTON, JIMMY D., 1877.03, Payroll; 1295, CARPENTER, RICHARD A., 2357.35, Payroll; 1296, DALTON, DONALD, 1454.96, Payroll; 1297, DAVIS, MATTHEW A., 2170.99, Payroll; 1298, EVELSIZER, RALPH D., 2426.01, Payroll; 1299, FOWLER, BERT L., 2304.38, Payroll; 1300, GIPSON, WILLIAM B., 2814.41, Payroll; 1301, HAMMOCK, GARY W., 2445.70, Payroll; 1302, JONES, JESSIE R., 3327.14, Payroll; 1303, MCAULEY, DYAN, 226.28, Payroll; 1304, MCCOMBS, KAREN R, 185.63, Payroll; 1305, MILLER, JONATHAN G., 2087.75, Payroll; 1306, MORSE, JODY CARL, 1002.04, Payroll; 1307, PETERSEN, MICHAEL S., 2277.94, Payroll; 1308, ROBERTS, JASON R., 2279.48, Payroll; 1309, ROBINSON, MIKE K., 2471.06, Payroll; 1310, ROSS, JESSE S, 1568.72, Payroll; 1311, SHREEVES, DAVID E, 2235.56, Payroll; 1312, SPAULDING, NATHAN, 1824.83, Payroll; 1313, TAYLOR, JIMMY L., 2080.09, Payroll; 1314, ANDERSON, ROBERT E., 2517.85, Payroll; 1315, BLASIER, ROCKY L., 3032.12, Payroll; 1316, BUNTIN, JOHN A., 2231.44, Payroll; 1317, CLARY, NATHAN D., 2182.88, Payroll; 1318, CORNELL JR, DOUGLAS ALBERT, 2143.63, Payroll; 1319, CRAMER, KEVIN R., 2846.04, Payroll; 1320, DRY, LARRY G., 1460.12, Payroll; 1321, GREER, GARY, 2240.47, Payroll; 1322, HARDING, ALAN, 1975.56, Payroll; 1323, JONES, JOHNNIE L., 2188.59, Payroll; 1324, LEWIS III, FRED C., 2149.68, Payroll; 1325, MARKUM, RHONDA L., 2419.55, Payroll; 1326, MILLER, SCOTT R., 2205.12, Payroll; 1327, PLUNKETT, DANYLE, 2025.42, Payroll; 1328, WEAVER, DAVID L, 1928.18, Payroll; 1329, WEAVER, TRAVIS, 2180.94, Payroll; 1330, WILSON, DANNY K., 1815.33, Payroll; 1331, WINBURN, LARRY D., 2359.37, Payroll; 1332, AMERICAN FIDELITY ASSURANCE COMPANY, 531.81, Payroll; 1333, BANCFIRST, 19899.32, Payroll; 1334, COLONIAL LIFE & ACCIDENT, 248.56, Payroll; 1335, COMMUNITY CARE HMO INC, 1410.85, Payroll; 1336, DELTA DENTAL OF OKLAHOMA, 814.96, Payroll; 1337, FLEX ACCOUNT ADMINISTRATION, 291.66, Payroll; 1338, LEGALSHIELD, 63.80, Payroll; 1339, O.P.E.R.S., 4004.27, Payroll; 1340, OKLA. TAXCOMMISSION, 3242.00, Payroll; 1341, PRUDENTIAL INSURANCE COMPANY, 372.74, Payroll; 1342, ROBINSON & HOOVER, 623.73, Payroll; 1343, SECURITY BENEFIT GROUP, 155.00, Payroll; 1344, VISION SERVICE PLAN OF OKLA., 264.10, Payroll; RESALE PROPERTY: 195, DARTY, MICHAEL W., 2514.18, Payroll; 196, JARDOT, GLENDA L., 2508.39, Payroll; 197, MATHESON, LINDA L, 2513.95, Payroll; 198, SCOTT, MELISSA A., 2082.67, Payroll; 199, AMERICAN FIDELITY ASSURANCE COMPANY, 92.00, Payroll; 200, BANCFIRST, 3614.59, Payroll; 201, COLONIAL LIFE & ACCIDENT, 57.97, Payroll; 202, COMMUNITY CARE HMO INC, 2381.24, Payroll; 203, DELTA DENTAL OF OKLAHOMA, 164.32, Payroll; 204, FLEX ACCOUNT ADMINISTRATION, 41.66, Payroll; 205, O.P.E.R.S., 2775.20, Payroll; 206, OKLA. TAX COMMISSION, 557.00, Payroll; 207, PRUDENTIAL INSURANCE COMPANY, 197.11, Payroll; 208, SECURITY BENEFIT GROUP, 50.00, Payroll; 209, VISION SERVICE PLAN OF OKLA., 45.54, Payroll; SHERIFF SERVICE FEE: 290, CARTER, JOSHUA, 2245.14, Payroll; 291, LONGAN PIERCE, TINA R., 2248.71, Payroll; 292, MCALISTER, ROBERT G., 2698.01, Payroll; 293, AMERICAN FIDELITY ASSURANCE COMPANY, 42.80, Payroll; 294, BANCFIRST, 1961.69, Payroll; 295, COLONIAL LIFE & ACCIDENT, 30.10, Payroll; 296, COMMUNITY CARE HMO INC, 1785.93, Payroll; 297, DELTA DENTAL OF OKLAHOMA, 82.20, Payroll; 298, FLEX ACCOUNT ADMINISTRATION, 25.00, Payroll; 299, O.P.E.R.S., 1822.82, Payroll; 300, OKLA. TAX COMMISSION, 212.00, Payroll; 301, PRUDENTIAL INSURANCE COMPANY, 43.84, Payroll; 302, VISION SERVICE PLAN OF OKLA., 19.66, Payroll; WILLE, JOSEPH R., 28.79, Payroll; 231, BANCFIRST, 202.78, Payroll; 232, OKLA. TAX COMMISSION, 20.00, Payroll; JAIL OPERATION & MAINTENANCE: 454, ALLEN, NELSON S., 3134.48, Payroll; 455, ANDERSON, ANNETTE M., 2442.29, Payroll; 456, ANDERSON, WIL H., 1798.79, Payroll; 457, BARTRAM, BILLY G., 2630.74, Payroll; 458, BEAVER, REBA B.G., 1971.83, Payroll; 459, BLACK, EVAN R, 2169.54, Payroll; 460, BRADLEY, MISTIE, 1962.34, Payroll; 461, BURTON, SHELTON CHANCE, 1862.24, Payroll; 462, CARRUBA, KOREY, 1815.55, Payroll; 463, CHITWOOD, CAREY W., 2827.10, Payroll; 464, CLOPTON, RYAN D., 2437.20, Payroll; 465, COLTON, DONALD J., 2546.95, Payroll; 466, COURI, JO B., 2061.01, Payroll; 467, ENNIS, DAVID, 1672.75, Payroll; 468, FITZGERALD, JEREMY DEWAYNE, 1813.67, Payroll; 469, FOSTER, JEREMIAH D., 2502.51, Payroll; 470, GRUENWALD, DAVID M., 171.99, Payroll; 471, GUTIERREZ BOGER, FIDEL, 2322.58, Payroll; 472, HARDERS, THOMAS L., 2258.16, Payroll; 473, HARRINGTON, ROBERT A, 1685.17, Payroll; 474, HUDSON, MATTHEW T, 2182.70, Payroll; 475, HUNDT, TODD J., 2190.56, Payroll; 476, INGHAM, BRANDON M., 2549.00, Payroll; 477, KISLER, JONATHAN, 960.92, Payroll; 478, KNOX, ALONDRA J., 2120.22, Payroll; 479, LANE, ROBERT, 3062.05, Payroll; 480, LOMBOY, DONATO G.L., 2494.42, Payroll; 481, LONG, LANE T, 2058.24, Payroll; 482, LUCAS, FREDRICK M, 2082.43, Payroll; 483, MASON, ROY E., 2423.57, Payroll; 484, MORROW, MICHAEL C., 2240.89, Payroll; 485, NOYES, MARVIN, 2006.06, Payroll; 486, OSBORN, TONY L., 2702.32, Payroll; 487, PEUGH, CHRISTOPHER R, 3499.22, Payroll; 488, ROSE, RICKY R., 1746.02, Payroll; 489, ROSS, DALTON S, 1579.25, Payroll; 490, ROSS, RODNEY, 1570.61, Payroll; 491, SEWELL, DAVID L, 1646.34, Payroll; 492, SHIPLETT, PHILLIP L., 2413.29, Payroll; 493, SMITH, JAMES RAY, 1405.15, Payroll; 494, STROUD, THOMAS, 2247.90, Payroll; 495, SUTTON, SHANE, 1836.69, Payroll; 496, SWAN, JACOB ALAN, 2029.40, Payroll; 497, WINTERS, ALICE E, 1928.74, Payroll; 498, WOODS, KENNETH B., 2037.83, Payroll; 499, WOOTEN, CHRISTOPHER D., 2075.73, Payroll; 500, AMERICAN FIDELITY ASSURANCE COMPANY, 1450.42, Payroll; 501, BANCFIRST, 32702.64, Payroll; 502, COLONIAL LIFE & ACCIDENT, 63.40, Payroll; 503, COMMUNITY CARE HMO INC, 27229.41, Payroll; 504, DELTA DENTAL OF OKLAHOMA, 1435.08, Payroll; 505, FAMILY SUPPORT REGISTRY, 153.00,

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

Payroll; 506, FLEX ACCOUNT ADMINISTRATION, 579.16, Payroll; 507, NEBRASKA CHILD SUPPORT PAYMENT CENTER, 275.00, Payroll; 508, O.P.E.R.S., 26568.71, Payroll; 509, OKLA. CENTRALIZED SUPPORT, 493.63, Payroll; 510, OKLA. CENTRALIZED SUPPORT, 451.96, Payroll; 511, OKLA. CENTRALIZED SUPPORT, 356.52, Payroll; 512, OKLA. CENTRALIZED SUPPORT, 429.54, Payroll; 513, OKLA. CENTRALIZED SUPPORT REGISTRY, 347.91, Payroll; 514, OKLA. TAX COMMISSION, 4038.00, Payroll; 515, PRUDENTIAL INSURANCE COMPANY, 692.03, Payroll; 516, UNITED STATES TREASURY, 110.00, Payroll; 517, US DEPARTMENT OF EDUCATION, 238.35, Payroll; 518, VISION SERVICE PLAN OF OKLA., 365.01, Payroll; CLERK R M & P: 76, GRAHAM, NANCY, 1967.29, Payroll; 77, BANCFIRST, 771.40, Payroll; 78, COMMUNITY CARE HMO INC, 595.31, Payroll; 79, DELTA DENTAL OF OKLAHOMA, 27.40, Payroll; 80, FLEX ACCOUNT ADMINISTRATION, 58.33, Payroll; 81, O.P.E.R.S., 563.81, Payroll; 82, OKLA. TAX COMMISSION, 105.00, Payroll; 83, PRUDENTIAL INSURANCE COMPANY, 4.56, Payroll; COURT FUND SALARIES: 164, BAGWELL, RHONDA L., 2489.15, Payroll; 165, BRUNSTETER, MELISSA A., 2362.52, Payroll; 166, DUNCAN, CASEY L., 2220.98, Payroll; 167, HOUSE, BARBARA A., 2098.91, Payroll; 168, MCBRIDE, PATTI ANN, 1774.78, Payroll; 169, MYERS, DONNA C., 2007.18, Payroll; 170, TINNIE, DEBORA S., 2031.27, Payroll; 171, AMERICAN FIDELITY ASSURANCE COMPANY, 344.02, Payroll; 172, BANCFIRST, 5215.62, Payroll; 173, COLONIAL LIFE & ACCIDENT, 184.30, Payroll; 174, COMMUNITY CARE HMO INC, 4167.17, Payroll; 175, DELTA DENTAL OF OKLAHOMA, 243.20, Payroll; 176, FLEX ACCOUNT ADMINISTRATION, 200.00, Payroll; 177, O.P.E.R.S., 4290.42, Payroll; 178, OKLA. TAX COMMISSION, 609.00, Payroll; 179, PRUDENTIAL INSURANCE COMPANY, 370.65, Payroll; 180, SECURITY BENEFIT GROUP, 50.00, Payroll; 181, VISION SERVICE PLAN OF OKLA., 102.88, Payroll;

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

- **Monthly Report of Officers:** None presented at this time.
- **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 #16-060-#16-061, Petroleum Land Services, District 1, Permit #16-008-#16-009, Grand Mesa Pipeline LLC. Motion by Cavett to approve road crossing permits as presented, second by Bradley. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

**Public Announcements from the Board (no action will be taken):** Reding stated he hoped everyone had a good Easter. Board was glad Commissioner Cavett was back safely from his trip and that Commissioner Reding was not hurt after his accident.

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

**Adjournment:** Motion by Reding to adjourn, second by Cavett. 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 \_\_\_\_\_

**kent bradley**

---

**From:** Zach Cavett <zcavett@paynecounty.org>  
**Sent:** Tuesday, March 29, 2016 2:10 PM  
**To:** Kent Bradley  
**Cc:** Rhonda Markum  
**Subject:** Agenda items

Kent,

Please add to agenda, invoice for payment STP project Huitt Zollars

Zach Cavett

Payne County Commissioner

Office: 918-225-1330 Fax: 918-225-2074

Proverbs 22:1

RESOLUTION NO. 2016-05

**A RESOLUTION AUTHORIZING PAYNE COUNTY TO PARTICIPATE IN THE INSURE OKLAHOMA PROGRAM AND APPOINTING AN AGENT OF RECORD FOR THAT PURPOSE**

WHEREAS, the Insure Oklahoma Program is a program administered by the Oklahoma Health Care Authority to establish access to affordable health insurance coverage for low-income working adults and their dependents in compliance with applicable federal and state regulations; and

WHEREAS, based on information and belief, Payne County is an employer eligible to participate in the Insure Oklahoma Program and through such program provide a benefit to eligible employees of Payne County; and

WHEREAS, the Board of County Commissioners of Payne County has determined that it is in the best interest of Payne County and its employees to apply for and participate in the Insure Oklahoma Program, and to appoint an Agent of Record pertaining to its anticipated participation in said Program,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY, OKLAHOMA:

Section 1: That Payne County shall make application to participate in, and, upon approval of said application, participate in the Insure Oklahoma Program.

Section 2: That the Chairman of the Board of County Commissioners of Payne County be and he is hereby authorized to execute, on behalf of Payne County, any and all documents necessary or required to apply for and participate in the Insure Oklahoma Program.

Section 3. That Dana Neighbors, of Premier Consulting Partners, be and she is hereby appointed as the Agent of Record for Payne County with regard to the Insure Oklahoma Program.

PASSED, APPROVED AND ADOPTED this 4<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
Kent Bradley, Chairman

\_\_\_\_\_  
Chris Reding, Member

\_\_\_\_\_  
Zach Cavett, Member

ATTEST:

\_\_\_\_\_  
Glenna Craig, Payne County Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Assistant District Attorney



Insure Oklahoma  
Oklahoma Health Care Authority  
4345 N. Lincoln Blvd  
Oklahoma City, OK 73105

**Insure Oklahoma - Agent of Record**

Date: 3/31/2016

Employer Name: <u>Payne County</u>
E# _____ FEIN# <u>73-6006405</u>

To Whom It May Concern:

Effective immediately I, Kent Bradley, hereby appoint the insurance (Agency/Agent): Premier Consulting Partners / Dana Neighbors as my Agent of Record pertaining to the Insure Oklahoma program. This agent/agency is authorized to act on my behalf with Insure Oklahoma. This includes my express authorization that you may provide my Agent with any information associated with my policy.

**My Agent's information is as follows:**

Name: Dana Neighbors

OID # \_\_\_\_\_

Address: 10441 S. Regal Blvd #100

City, State, Zip code: Tulsa, OK 74133

Phone #: 918 970 4866 FAX#: 918 970 4880

Email: dneighbors@premier-consultingpartners.com

Sincerely,

Business Owner/Manager (Signature)

Print Name: Kent Bradley, Chairman, Board of County Commissioners  
of Payne County, Oklahoma



**INSURE OKLAHOMA/O-EPIC EMPLOYER APPLICATION**

1) Please **PRINT** or **TYPE**. Use **BLUE** or **BLACK** ink to complete this form. Failure to provide complete, accurate information may result in an application being returned. Remember to make copies of documents you are submitting for your own records. For additional assistance or information, call the Insure Oklahoma/O-EPIC Helpline at **1-888-365-3742**. For the hearing impaired, call **(405)416-6848 (TDD/TYY)** or visit the website at **www.insureoklahoma.org**.

A ) If you are providing a **QUALIFIED HEALTH PLAN (QHP)** to your employee(s), mail the following to the address

below:

1. Small Business Employer Application (O-EPIC 1)
2. Staff Listing (O-EPIC 2)
3. Electronic Funds Transfer (EFT) Form (O-EPIC 3)
4. VOIDED check
5. O-EPIC Contract and Affidavit
6. The final rate schedule of the QHP you have selected

2) Mail your complete packet to: **INSURE OKLAHOMA/O-EPIC EMPLOYER APPLICATION**  
**P.O BOX 18650**  
**OKLAHOMA CITY, OK 73154-1650**

<b>Employer Name</b> PAYNE COUNTY	
FEIN: 73-6006405	Industry Code (optional)
STREET ADDRESS 315 W 6TH STREET, SUITE 202	MAILING ADDRESS: (If different from street address)
ADDRESS 2	ADDRESS 2
CITY/ STATE/ ZIP STILLWATER, OK 74074	CITY/ STATE/ ZIP
<b>Employer Contact Information:</b> LAST NAME CRAIG	FIRST NAME GLENNA
PHONE NUMBER 405-747-8310	FAX
EMAIL ADDRESS GCRAIG@PAYNECOUNTYCLERK.ORG	

\*If you are not required to file OES-3 Quarterly Report, please call 1-888-365-3742 (TDD/TYY 405-416-6848) for further information.

## INSURE OKLAHOMA/O-EPIC EMPLOYER APPLICATION

**Application Information:**

How much did you spend on group health insurance premiums in the last year? \$

Are you required to file an OES-3 Quarterly Report\* with the Oklahoma Employment Security Commission?  Y  N

How many employees do you have?

**Section 1:** Complete this section if you have answered "YES" to providing a Qualified Health Plan (QHP) to your employee(s).

How many hours per week must your employee work to be eligible for a QHP?  hours per week

List the Oklahoma Insurance Department (OID) number of your insurance agent (optional)

Agent Name  Agent Phone Number

Complete this section for the QHP(s) you have selected. Attach additional pages if necessary.

QHP ID	QHP NAME	GROUP NUMBER	EFFECTIVE DATE(mm/dd/yyyy)
HO1347	CC IDEA PLUS 250	CO1341	01/01/2016
HO1134	CC VALUE ADVANTAGE 1	CO1341	01/01/2016
QHP ID	QHP NAME	GROUP NUMBER	EFFECTIVE DATE(mm/dd/yyyy)

The information is true and correct to the best of my knowledge. I realize if I give information that is not true OR if I withhold information, I can be lawfully punished for fraud or perjury. I may also have to re-pay the State of Oklahoma for any premium subsidy payments or claims incurred which were paid due to my fraud or error. By signing below I acknowledge I have received the informational packet accompanying this application. (28 USC 1746)

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Kent Bradley, Chairman, Board of County Commissioners of Payne County, Oklahoma*

\*If you are not required to file an OES-3 Quarterly Report, please call 1-888-365-3742 (TDD/TTY 405-416-6848) for further information.

**AGREEMENT between HEWLETT PACKARD ENTERPRISE and INSURE OKLAHOMA**

Hewlett Packard Enterprise, (hereinafter referred to as "HPE") and  
PAYNE COUNTY (hereinafter referred to as "EMPLOYER") enter into this Agreement:  
*(Print Employer's Name)*

**ARTICLE I. PURPOSE**

1.0 The purpose of this Agreement is for HPE and EMPLOYER to contract for subsidy payments to assist in purchasing group health coverage for employees under the INSURE OKLAHOMA program. The parties agree and understand that the INSURE OKLAHOMA Program is a federal matching program and that funds are paid from federal and state treasury funds.

**ARTICLE II. THE PARTIES**

2.0 Hewlett Packard Enterprise (HPE)

(a) HPE is contracted by the Oklahoma Health Care Authority (OHCA) to provide third party administrator services (as defined) for INSURE OKLAHOMA. OHCA is the state agency that the Oklahoma Legislature has designated to administer Oklahoma's INSURE OKLAHOMA program.

2.1 NAME PAYNE COUNTY

*(Print EMPLOYER's Name)*

(a) EMPLOYER certifies it is a legal business entity that qualifies for participation under INSURE OKLAHOMA rules found at OAC 317:45-7-1.

(b) EMPLOYER has authority to enter into this Agreement pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority. The EMPLOYER or EMPLOYER'S AUTHORIZED REPRESENTATIVE has authority to execute this Agreement on EMPLOYER's behalf pursuant to EMPLOYER's organizational documents, bylaws, or properly enacted resolution of EMPLOYER's governing authority.

(c) "EMPLOYER" agrees signatory

1. He/She is the duly authorized agent of the EMPLOYER under the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Agreement;
2. He/She is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Agreement;
3. Neither the EMPLOYER nor anyone subject to the EMPLOYER's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value either directly or indirectly, in procuring the Agreement to which this statement is attached; and
4. No person who has been involved in any manner in the development of the Agreement to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Agreement. This paragraph shall not preclude faculty and staff of institutions within the State system of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

2.2 ADDRESSES

The parties agree that the mailing addresses for the parties to this Agreement are as follows:

HPE mailing address:

Premium Assistance HPE  
Attention: Employer Specialists  
2401 NW 23rd, Suite 11  
Oklahoma City, OK 73107

EMPLOYER mailing address:

315 W 6TH ST., SUITE 202

STILLWATER, OK 74074

**ARTICLE III. TERM**

3.0 This Agreement shall be effective starting the first day of APRIL (the "Effective Date") and will automatically renew every twelve (12) months thereafter, so long as the employer qualifies for participation under INSURE OKLAHOMA rules found at OAC 317:45-7-1.

3.1 EMPLOYER shall not assign or transfer any rights, duties, or obligations under this Agreement without HPE/OHCA's prior written consent.

#### ARTICLE IV. SCOPE OF AGREEMENT

##### 4.0 EMPLOYER RESPONSIBILITIES

EMPLOYER agrees to:

- (a) Provide group coverage to certain employees through one or more INSURE OKLAHOMA qualifying benefit plan(s) as defined by OAC 317:45-5-1.
- (b) Provide INSURE OKLAHOMA forms and information received from HPE/OHCA to its employees on a timely basis and to inform them of their option to apply for the INSURE OKLAHOMA program.
- (c) Pay all invoices for group benefit plan(s) chosen by employees participating in INSURE OKLAHOMA by the due date specified by the carrier (including any allowable grace period).
- (d) Pay no less than 25% of the benefit plan premium for employees participating in INSURE OKLAHOMA. This minimum amount for each participating employee will be provided by OHCA-Insure Oklahoma.
- (e) Withhold a premium from an employee's paycheck. The amount to be provided by OHCA-Insure Oklahoma.
  - no more than 15% of the applicable premium for employees participating in INSURE OKLAHOMA.
  - no more than 15% of the applicable premium for the employee's spouse if EMPLOYER offers coverage for spouses and an employee's spouse participates in INSURE OKLAHOMA.
- (f) Provide within five days from the effective date of:
  - any change in the employment status of any employee participating in INSURE OKLAHOMA, for example employee's termination
  - new employees' eligibility for health coverage, e.g. new hires or an employee who switched from part time to full time
- (g) Provide notification to HPE/OHCA within seven working days of being informed of any qualifying event that changes the employee or spouse's eligibility for benefit coverage.
- (h) Comply with all applicable federal and state statutes and regulations, OHCA rules and HPE policies.
- (i) Give HPE and OHCA the right to access any payment, coverage, or other EMPLOYER-related records of EMPLOYER'S carrier.
- (j) Assist OHCA and HPE in determining the liability of third parties for any INSURE OKLAHOMA employee's health care expenditures in accordance with 42 U.S.C. 1396a (25) (A)
- (k) Provide information to OHCA related to EMPLOYER's expenditures for group benefit care coverage and benefit plans offered in the previous five years so that OHCA can comply with federal reporting requirements.
- (l) Accept payment from HPE by direct deposit to the EMPLOYER's financial institution and ensure that HPE/OHCA has correct direct deposit information.

##### 4.1 PAYMENT OF THE PREMIUM SUBSIDY

- (a) HPE shall pay EMPLOYER a monthly subsidy amount as provided by OHCA-Insure Oklahoma for benefit premiums for its eligible employees enrolled in INSURE OKLAHOMA.
- (b) HPE/OHCA shall make payment in accordance with the direct deposit information supplied by EMPLOYER.
- (c) In the event of an overpayment to EMPLOYER due to fraud or error, HPE/OHCA will recoup the amount of the overpayment from EMPLOYER. Overpayments will be recouped by deduction from future premium subsidies and/or creating an account receivable and invoicing EMPLOYER for a payment. The date of any notice of adverse action issued by OHCA or HPE to an employee enrolled in INSURE OKLAHOMA has no bearing on HPE/OHCA's ability to recoup overpayments from EMPLOYER.
- (d) All payments will be from federal and state funds. Any false claims, statements, or documents, or any concealment of a material fact may be prosecuted under applicable federal or state laws.
- (e) EMPLOYER agrees and understands that HPE/OHCA cannot make payment to employers who discriminate on the grounds of race, color, religion, sex, national origin or handicap.

##### 4.2 BILLING PROCEDURES

- (a) EMPLOYER agrees to submit its claim for a subsidy payment in a format acceptable to HPE/OHCA and attach a complete premium invoice from the carrier.
- (b) EMPLOYER agrees to submit the claim on a monthly basis at least five (5) days prior to the monthly premium cycle cut-off date as published in the Employer Invoice Calendar.
- (c) In the event that the carrier invoice shows that full payment of the previous month's invoice has not been made and EMPLOYER has received a premium subsidy for that previous month, the subsidy payment for the current month may be delayed.
- (d) If no claim and carrier invoice is received for a particular month, HPE/OHCA may at its option assume that the employer is no longer participating in INSURE OKLAHOMA and terminate EMPLOYER's Agreement.

#### ARTICLE V. LAWS APPLICABLE

- 5.0 The parties to this Agreement acknowledge and expect that over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations and (ii) state Medicaid and INSURE OKLAHOMA statutes and rules may change. The parties shall be mutually bound by such changes.
- 5.1 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 5.2 All questions pertaining to validity, interpretation, and administration of this Agreement shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed or product is provided.
- 5.3 The venue for civil actions arising from this Agreement shall be Oklahoma County, Oklahoma. For the purpose of rightful Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

#### ARTICLE VI. AUDIT AND INSPECTION

- 6.0 EMPLOYER shall keep such records as are necessary to disclose fully the extent of its participation in the INSURE OKLAHOMA program and shall furnish records and information regarding eligibility requirements, employee status, and subsidy payments received to HPE, OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU hereafter), and the U.S. Secretary of Health and Human Services (Secretary hereafter) for six years from the date of provision. EMPLOYER shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met. EMPLOYER shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.
- 6.1 Authorized representatives of the HPE, OHCA, MFCU, and the Secretary shall have the right to make physical inspection of EMPLOYER's place of business and to examine records relating to financial statements or forms submitted by EMPLOYER under this Agreement and to audit EMPLOYER's financial record.

#### ARTICLE VII. CONFIDENTIALITY

- 7.0 EMPLOYER agrees that information regarding its employees' participation in INSURE OKLAHOMA is confidential. EMPLOYER shall not release such information to any entity or person other than HPE without OHCA's permission. EMPLOYER agrees to comply with the provisions of the Health Insurance and Portability Accounting Act of 1996 (HIPAA), specifically the privacy provisions of that act found at 45 C.F.R. sections 164.502.

#### ARTICLE VIII. TERMINATION

- 8.0 Either party may terminate this Agreement without cause with a sixty-day written notice to the other party. HPE/OHCA may terminate this Agreement immediately under the following conditions:
- a. EMPLOYER no longer offers its employees coverage under a qualified benefit plan;
  - b. EMPLOYER fails to make full payment to the carrier by the required date
  - c. EMPLOYER fails to submit a claim and carrier invoice in any month;
  - d. An audit indicates EMPLOYER is ineligible for INSURE OKLAHOMA;
  - e. EMPLOYER no longer has a business location in the state of Oklahoma;
  - f. On evidence of fraud.
- 8.1 In the event funding of the Medicaid Program from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately by HPE/OHCA.
- 8.2 In the event of termination of EMPLOYER or employee, EMPLOYER shall provide any records or other information necessary for an orderly transition of INSURE OKLAHOMA employees' health care.
- 8.3 In the event of termination under 8.0, EMPLOYER agrees that any overpayment determined as a result of EMPLOYER may be recovered from EMPLOYER through an administrative proceeding.

**ARTICLE IX. OTHER PROVISIONS**

- 9.0 The representations made in this Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing and signed by both parties, except those matters addressed in Paragraph 2.2. Address changes shall be in writing but shall not require the signature of the receiving party.
- 9.1 If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 9.2 Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.
- 9.3 Limitation of Liability. Except for that parties indemnification obligations, in no event will the measure of damages payable by either party include, nor will either party be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.
- 9.4 Third Party Indemnification of HPE. Each of the parties acknowledge that by entering into and performing its obligations under this Agreement HPE will not assume and should not be exposed to the business and operational risks associated with EMPLOYER'S business, and EMPLOYER therefore agrees to indemnify and defend HPE from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Losses") arising out of, under or in connection with any third party claim relating to the conduct of EMPLOYER'S business, including any breach of EMPLOYER'S obligations under this Agreement.
- 9.5 Relationship of Parties. EMPLOYER is performing pursuant to this Agreement only as an independent contractor. EMPLOYER shall not act or attempt to act or represent itself, directly or by implication, as an agent of HPE or its Affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, HPE or its Affiliates.

EMPLOYER'S FEIN

**Kent Bradley**

EMPLOYER Authorized Representative Name

EMPLOYER Authorized Representative Signature

Chairman, Board of County Commissioners of Payne County, Oklahoma

HPE Authorized Representative Name

HPE Authorized Representative Signature

Date

Date

Insure Oklahoma/HPE/Employer

Contract 6-16-2015


**AIA Document A101™ – 2007**
**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twenty First day of March in the year Twenty Sixteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Payne County, Oklahoma  
Payne County Commissioners  
315 West Sixth Street, Suite 202  
Stillwater, Oklahoma 74074

and the Contractor:  
(Name, legal status, address and other information)

Alexander Construction Company  
221 E 9th  
Stillwater, Oklahoma 74074  
405-624-2500

for the following Project:  
(Name, location and detailed description)

Payne County Expo Center, McVey Arena  
Capital Improvements Phase II  
4518 Expo Circle, East  
Stillwater, Oklahoma 74074

The project will be the renovation of the 26,291 sf McVey Arena. The existing dirt floor will be replaced with a new concrete floor. Insulation and interior metal panels will be added to the exterior walls. New wall louvers and fan will be installed as well as additional large ceiling fan and radiant heaters.

The Architect:  
(Name, legal status, address and other information)

McFarland Architects, P.C.  
9 East 4<sup>th</sup> Street, Suite 500  
Tulsa, Oklahoma 74103  
918-749-8100

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The Date of Commencement will be fixed in a Notice to Proceed letter.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than: October 19, 2016 *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Table deleted)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Init.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

If Contractor neglects, fails or refuses to complete work within time specified or within any proper extension granted by Owner, the Contractor does hereby agree, as a consideration for awarding this contract, to pay Owner the amount of One Hundred and Fifty Dollars (\$150.00) per day, not as a penalty but as liquidated damages for such breach of contract as herein set forth for each and every calendar day that the contractor is in default after time stipulated in the contract for completing work. Said amount is fixed and agreed upon by and between Contractor and Owner because of the damages Owner would in such event sustain, and said amount is agreed to be the amount of damages which Owner would sustain.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Sixty Nine Thousand Three Hundred Sixty Eight Dollars (\$ 869,368.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Add Alternate No. 1 – Replace Overhead Doors for the Sum of Fourteen Thousand Seven Hundred and Eight Dollars (\$14,708.00).

Add Alternate No. 2 – Replace Existing Exterior Metal Siding Panels for the Sum of Ninety Nine Thousand Dollars (\$99,000.00).

Add Alternate No. 3 – Install Bird Netting Mesh on Underside of the Entire Roof for the Sum of Thirty-One Thousand Three Hundred Dollars (\$31,100.00).

Add Alternate No. 4 – Upsize Drain Piping from 4 inches to 6 inches for the Sum of Two Thousand Two Hundred and Sixty Dollars (\$2,260.00)

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Electrical Duplex Receptacles: Add price to furnish additional electrical duplex receptacles, including box, conduit, up to 50 feet of wiring, installation of labor and 20-amp receptacles with device plate.	Each	\$285.00
2. Replacement of Exterior Wall Panels: Replace exterior wall panels, including replacing any structurally unsound girts, all required attachments and trim.	Per 100 Square Foot	\$856.00
3. Concrete Slab on Grade: Add/Deduct price for concrete slab on grade.	Per Cubic Yard	Add \$331.00 Deduct \$331.00

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

*(Table deleted)*

N/A

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twenty Fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Paragraph deleted)*

Init.

§ 8.3 The Owner's representative:  
(Name, address and other information)

Colin Campbell  
Payne County Expo Center  
4518 Expo Circle, East  
Stillwater, Oklahoma 74074  
405-377-1275

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Ken Alexander  
Alexander Construction Company  
221 E 9<sup>th</sup>  
Stillwater, Oklahoma 74074  
405-624-2500

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
000700	General Conditions	February 15, 2016	000700-1 thru 000700-1
000800	Supplementary Conditions	February 15, 2016	000800-1 thru 000800-7
00810	Special Supplementary General Conditions	February 15, 2016	00810-1 thru 00810-6

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
(Table deleted)

Title of Specification Exhibit: Exhibit "A"

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
(Table deleted)

Title of Drawings Exhibit: Exhibit "B"

§ 9.1.6 The Addenda, if any:

Init.

Number	Date	Pages
Addendum Number One	February 26, 2016	10 (8.5x11) and 1 (24x36) - Revised Sheet M1.1
Addendum Number Two	March 1, 2016	1 (8.5x11) and 1 (24x36) - Added Sheet G1.00
Addendum Number Three	March 4, 2016	1 (8.5x11)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

.1  
*(Paragraphs deleted)*

Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 and Article 11 of Section 00800 Supplementary Conditions.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

*(Table deleted)*

*(Paragraph deleted)*

*(Table deleted)*

This Agreement entered into as of the day and year first written above.

**OWNER:**

Board of County Commissioners of Payne County,  
Oklahoma

\_\_\_\_\_  
Kent Bradley, Chairman

\_\_\_\_\_  
Zach Cavett, Member

\_\_\_\_\_  
Chris Reding, Member

ATTEST:

(SEAL)

\_\_\_\_\_  
Glenna Craig, Payne County Clerk

Approved as to form and legality:

\_\_\_\_\_  
Assistant District Attorney

**CONTRACTOR:**

Alexander Construction Company

By:   
KENNETH H. B. ALEXANDER  
(Printed name and title)  




March 28, 2016

PAYNE COUNTY COMMISSIONERS OFFICE  
 CO GLENNA GRAIG CUONTY CLEARK  
 315 W 6th STE 203  
 Stillwater, OK 74074-4080

**RE: American Tower Site No. 373793 / STILLWATER OK**

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with landlords. We also firmly believe that it is in both of our best interests to grow and develop our partnership. Over the past several years, an increasing number of landlords have contacted us about taking advantage of the equity in the tower located on their property by selling their lease agreement for a lump-sum payment.

In connection with this interest and our own desire to establish a long-term relationship with you, American Tower is pleased to present you with the following conditional offers:

**Option 1: Full Monetization**

- Lump sum cash payment of **\$0.00** in exchange for fee-simple or perpetual easement interest in your property paid at close in lieu of rental payments

**Option 2: Installment Plan**

- Approximately **120 monthly** payments of approximately **\$0.00** in exchange for a perpetual easement interest in your property in lieu of rental payments
- Total value of payments over plan period of approximately **\$0.00**; or
- An installment structure personalized to fit your short and/or long-term financial needs

**Options 3: Lease Extension**

- A one-time signing bonus of **\$0.00**
- Extend your current lease for an additional five (5) years beyond the current expiration date with options to renew for seven (7) additional five (5) year terms
- All rental payments and escalations to remain in full force and effect through the extended term

If you are interested in discussing any of these options or have been approached by other companies interested in purchasing your lease, ***we want to hear from you!*** We can likely match or exceed any offers you receive and will work with you to structure a plan best suited to meet your financial goals.

Respectfully,

**Joe Cabrera**

*Account Manager, Land Acquisitions*

[Joe.Cabrera@AmericanTower.com](mailto:Joe.Cabrera@AmericanTower.com)

Direct: 561-982-6523 or Toll Free: 1-866-586-9377 (Option 4 and ask to speak with Joe Cabrera)

***\*\*PLEASE NOTE: This conditional offer expires on April 30, 2016 and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.***



**AMERICAN TOWER®**  
CORPORATION

Dear Valued Landlord:

As the leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with our Landlords. Over the past several years, we have been informed by a significant number of you that various third-party "aggregating companies" have been aggressively seeking to purchase land rights to your property (including perpetual easements under our towers) and/or our lease agreement. The tactics employed by these companies have left many of our Landlords confused by the offerings, which may come in the form of unsolicited phone calls, mass mailings, and the like. We, too, find ourselves questioning some of the more surprising overtures and as an industry leader, feel obligated to set the record straight.

1. **Third party aggregating companies do not own the tower and they cannot market our sites:** An aggregating company has no rights to install or allow modifications to equipment on any American Tower owned, operated and/or managed tower. Accordingly, they have no means of creating additional tenant or tower revenue to pass along to you the Landlord. Additionally, American Tower advertises and markets all Towers we operate. We have well established relationships with all major wireless industry providers and a national sales team dedicated to collocating tenants on our sites. We have no need for marketing services offered by third party aggregators.
2. **Be careful of end of lease renegotiation clauses:** Aggregating companies may offer to renegotiate your lease with American Tower and share any rent increase with you. We call this the "End of Lease Renegotiation" clause. So what's the problem? Unfortunately, instead, numerous aggregating companies that promote this product have sold lease portfolios back to the tower operator and many Landlords relying on this promise were left forgotten. In these cases a Landlord will likely fail to realize the intended benefit of this clause. The operators won't increase rent on themselves.
3. **Revenue Share for additional land/lease area does not mean revenue share for a new tenant installed on the tower:** Aggregators cannot install carriers on our Towers and therefore, they cannot generate revenue from our assets in this manner. Instead, third party aggregating companies actually offer a "revenue share" for American Tower's speculative use of additional land. To be clear, this only applies if the current leased premises are fully occupied. In only those specific circumstances, the aggregating company may try to lease your additional land to American Tower, thereby giving you only a percentage of rent. By waiting until we need that space, you can collect 100% of the value the additional land, rather than 30%, 40% or the 50% revenue share an aggregating company offers you.

#### **Next Steps:**

As a Landlord you have many choices and we understand that navigating the market is difficult, especially with so many parties calling regarding our Tower and your lease - a problem often compounded by the use of high-pressure tactics. We also understand the introduction of aggregators into this landscape makes determining the true value of your lease more difficult. American Tower representatives will never use high-pressure tactics or other ploys and as the current operator of the tower on your property, we believe our Landlords should be fully informed of current market place conditions.

As you may know, most aggregating companies are privately financed for the purpose of amassing tower lease portfolios to sell to the highest bidder. By contrast, American Tower has the reputation, credibility and financial stability to pay you reliable income over the long-term, or in the alternative, possesses the resources to purchase your lease and likely provide you greater value. We have a true appreciation of the business value that can be achieved through establishing trust with our 40,000+ Landlords and we are hopeful to maintain our relationships with our Landlords for years to come.

If you have questions about your lease and/or questions regarding a third party offer, please do not hesitate to call your dedicated Account Manager, **Joe Cabrera** at **561-982-6523** or by email at **[Joseph.Cabrera@americantower.com](mailto:Joseph.Cabrera@americantower.com)**.

#87516  
VII. E.

# PAYNE COUNTY ROAD NAME REQUEST

APPLICANT'S NAME Carey Nicholas Phone 405-762-6156  
 OWNER OF RECORD Carey Nicholas  
 CURRENT MAILING ADDRESS 633 W Husband

ROAD NAME REQUESTED Cades Ln  
 SECTION - TOWNSHIP - RANGE 22-20N-2E 3414  
 SUBDIVISION

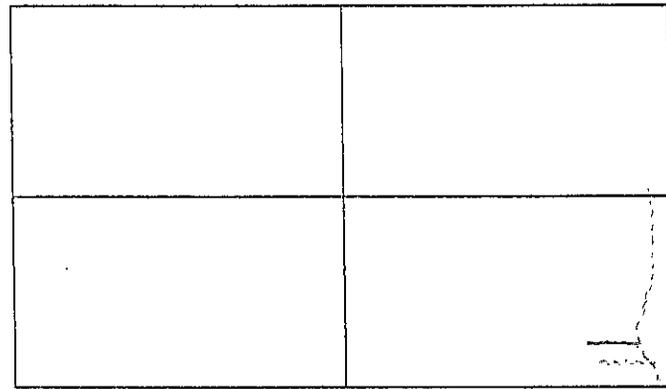
(Please draw a diagram of the road in the section plat below)

NAME OF SECTION LINE ROAD

Yost Rd

NAME OF SECTION LINE ROAD

Western Rd



NAME OF SECTION LINE ROAD

Washington Rd

NAME OF SECTION LINE ROAD

Mc Murty Rd

+++++

FOR OFFICE USE ONLY

New Address \_\_\_\_\_ Grid Number \_\_\_\_\_ Paid \$~~50.00~~ <sup>75.00</sup> <sup>02</sup> ✓

Recommended for Approval? YES NO Assessor Signature James C. ...

Approved this \_\_\_ day of \_\_\_\_\_, 200 \_\_\_ by Payne County Board of Commissioners

\_\_\_\_\_  
Chairman Vice-Chairman Member

ROAD MAINTAINED BY COUNTY? YES NO

# PAYNE COUNTY ROAD NAME REQUEST

APPLICANT'S NAME Roden, Dale Phone 742-8007  
 OWNER OF RECORD Roden Enterprises  
 CURRENT MAILING ADDRESS 5009 S Range

ROAD NAME REQUESTED Madu Cir  
 SECTION - TOWNSHIP - RANGE 29-19W-3E NE/4  
 SUBDIVISION The Meadows, 2nd Sec

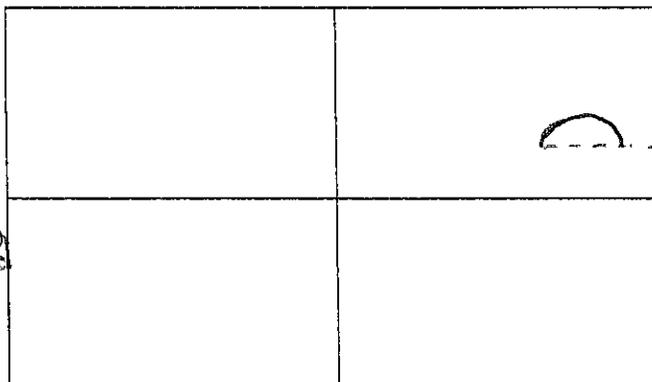
(Please draw a diagram of the road in the section plat below)

NAME OF SECTION LINE ROAD

19th St

NAME OF SECTION LINE ROAD

Brushcreek Rd



NAME OF SECTION LINE ROAD

Fairgrounds Rd

NAME OF SECTION LINE ROAD

Not a through Sec Rd

+++++

FOR OFFICE USE ONLY

New Address \_\_\_\_\_ Grid Number \_\_\_\_\_ Paid \$50.00 <sup>\$200.00</sup> ✓

Recommended for Approval?  YES  NO Assessor Signature [Signature]

Approved this \_\_\_ day of \_\_\_\_\_, 200\_\_ by Payne County Board of Commissioners

\_\_\_\_\_  
Chairman Vice-Chairman Member

ROAD MAINTAINED BY COUNTY? YES NO

# PAYNE COUNTY ROAD NAME REQUEST

APPLICANT'S NAME Roden, Dale Phone 742-8007  
 OWNER OF RECORD Roden Enterprises  
 CURRENT MAILING ADDRESS 5009 S Range

ROAD NAME REQUESTED Jenna Ln  
 SECTION - TOWNSHIP - RANGE 29-19W-3E NE/4  
 SUBDIVISION The Meadows, 2nd Sec

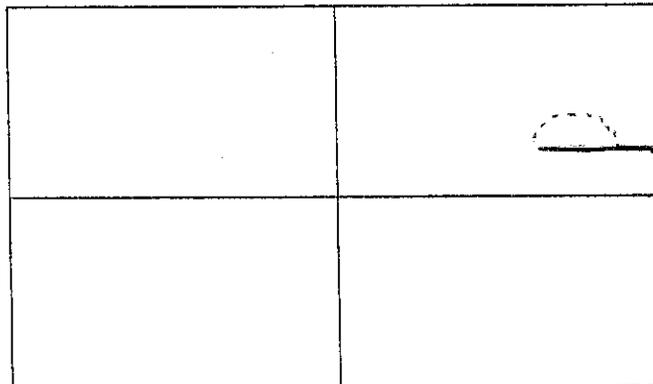
(Please draw a diagram of the road in the section plat below)

NAME OF SECTION LINE ROAD

19th St

NAME OF SECTION LINE ROAD

Brushcreek Rd



NAME OF SECTION LINE ROAD

Fairgrounds Rd

NAME OF SECTION LINE ROAD

Not a through Sec Rd

+++++

FOR OFFICE USE ONLY

New Address \_\_\_\_\_ Grid Number \_\_\_\_\_ Paid ~~\$50.00~~ <sup>\$200.00</sup> ✓

Recommended for Approval? **YES** NO Assessor Signature James Crowley

Approved this \_\_\_ day of \_\_\_\_\_, 200\_\_ by Payne County Board of Commissioners

\_\_\_\_\_  
Chairman Vice-Chairman Member

ROAD MAINTAINED BY COUNTY? YES NO

Date: 3/31/2016  
 Time: 2:01:15PM

### Expense Verification Report

**VIII.**

Batch Number: 164

<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>
006302	000569	08884005			DIVISION OF CAPITAL ASSETS MANG CONSTRUCTION & PR	5,111.33	5,111.33	0.00	INVOICE NO. 1020160615 CUSTOMER NO. 000038 PO# 6302 PAYNE CO HEALTH DEPT		ADMINISTRAT ION
003518	000570	08882005			STILLWATER MEDICAL CENTER	1,000.00	180.00	-820.00	PATIENT ACCT NO. PAYCOH PO# 3518 MASALLA, FRED KEHDINA; SWEENEY, YVONNE MARIE		JANUARY BLANKET
005944	000571	08882005			STILLWATER MEDICAL CENTER	1,000.00	90.00	-910.00	PATIENT ACCOUNT NO. PAYCOH PAYNE CO HEALTH DEPT		MAY BLANKET
<b>Totals for HEALTH DEPARTMENT</b>						<u>\$7,111.33</u>	<u>\$5,381.33</u>	<u>-1,730.00</u>			
<b>Grand Totals:</b>						<u>\$7,111.33</u>	<u>\$5,381.33</u>	<u>-1,730.00</u>			

*Preliminary Batch Pay*  
 April 4, 2016  
 FY 2014-2015

Date: 3/31/2016  
 Time: 2:04:14PM

## Expense Verification Report

Batch Number: 094

<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>
005163	003983	01944005ST-1/			STEWART STONE, INC.	763.60	763.61	0.01	INVOICE NO. 23908 RIPLEY FIRE DEPARTMENT		GRAVEL
005035	003984	01022005			WALKER COMPANIES	92.50	92.50	0.00	INVOICE NO. 21693		NOTARY
005259	003985	01042005			BOB HOWARD DODGE	4,500.00	3,946.04	-553.96	INVOICE NO. 293381		REPAIRS
005226	003986	01162005			LASER SOLUTIONS	315.00	315.00	0.00	INVOICE NO. 15365		TONER
005339	003987	01022005			BEASLEYS TECHNOLOGY, INC.	375.00	375.00	0.00	INVOICE NO. 130384		SONIC FIREWALL
005340	003988	01023030			THOMSON REUTERS - WEST, PAYMENT CENTER	888.00	888.00	0.00			OKLAHOMA STATUTES
005513	003989	01042005			RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING	13.12	13.12	0.00	INVOICE NO. 07448 ACCOUNT NO. 603220 2020 22562003 PAYNE COUNTY SHERIFF		CLEANER
005516	003990	01042005			HOTSY OF OKLAHOMA, INC.	210.51	210.51	0.00	INVOICE NO. 54270 CUSTOMER ID. 4053724522		REPAIRS TO WASH BAY
005338	003991	01091310ST			REED, KEITH	50.66	50.66	0.00	***DO NOT MAIL***		TRAVEL
005320	003992	01202580			BEASLEYS TECHNOLOGY, INC.	250.00	250.00	0.00	INVOICE NO. 130456		HARDWARE
005337	003993	01092005ST			A T & T MOBILITY	170.30	170.30	0.00	ACCOUNT NO. 287230331168		UTILITY BILL
005125	003994	01022005			DEARINGER PRINTING & TROPHY	5.00	5.50	0.50	INVOICE NO. T43372		ENGRAVING
<b>Totals for COUNTY GENERAL</b>						<b>\$7,633.69</b>	<b>\$7,080.24</b>	<b>-553.45</b>			
005243	001370	02802003			BEASLEYS TECHNOLOGY, INC.	375.00	375.00	0.00	INVOICE NO. 130457 PAYNE CO DIST 3		SONIC FIREWALL
<b>Totals for HIGHWAY CASH</b>						<b>\$375.00</b>	<b>\$375.00</b>	<b>0.00</b>			
005342	000071	13103910			QUALITY WATER SERVICES	35.00	35.00	0.00	INVOICE NO. 1300056 PAYNE COUNTY CLERK		APRIL BLANKET

*Preliminary Batch Pay*  
 April 4, 2016  
 FY 2015-2016

Date: 3/31/2016  
 Time: 2:04:14PM

## Expense Verification Report

Batch Number: 094

<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>
<b>Totals for MECHANIC LIEN FEE</b>						<b>\$35.00</b>	<b>\$35.00</b>	<b>0.00</b>			
	005326	000534	30042005		GRIMSLEYS, INC.	451.61	451.61	0.00	INVOICE NO. 245311		SUPPLIES
<b>Totals for JAIL OPERATION &amp; MAINTENANCE</b>						<b>\$451.61</b>	<b>\$451.61</b>	<b>0.00</b>			
	005252	000029	36042005		EWING ELECTRIC COMPANY LLC	100.00	89.00	-11.00	INVOICE NO. 0068404		WINCH MOTOR
<b>Totals for SOLID WASTE</b>						<b>\$100.00</b>	<b>\$89.00</b>	<b>-11.00</b>			
	005434	000015	56042005		WATCHDOG AUTOMATION SYSTEMS LLC	7,800.00	7,800.00	0.00	INVOICE NO. 2463		BLOCK OF TIME
<b>Totals for COURTHOUSE SECURITY</b>						<b>\$7,800.00</b>	<b>\$7,800.00</b>	<b>0.00</b>			
<b>Grand Totals:</b>						<b>\$16,395.30</b>	<b>\$15,830.85</b>	<b>-564.45</b>			

## Monthly Highway Cash

D-1 and D-3

	Gross Production	% previous Month		Total	% previous Month Total	% Total previous Year
		Total	Other			
Jan-15	138,485.35		200,767.01	339,252.36		
Feb-15	271,819.65	96%	265,233.95	537,053.60	58%	
Mar-15	100,009.23	-63%	237,583.28	337,592.51	-37%	
Apr-15	107,738.44	8%	256,614.95	364,353.39	8%	
May-15	103,636.44	-4%	329,899.25	433,535.69	19%	
Jun-15	134,516.40	30%	254,448.32	388,964.72	-10%	
Jul-15	86,139.02	-36%	240,990.32	327,129.34	-16%	
Aug-15	130,054.33	51%	236,325.38	366,379.71	12%	
Sep-15	141,949.42	9%	290,164.74	432,114.16	18%	
Oct-15	134,966.99	-5%	261,646.30	396,613.29	-8%	
Nov-15	129,284.05	-4%	249,211.23	378,495.28	-5%	
Dec-15	122,568.00	-5%	329,622.39	452,190.39	19%	
Jan-16	73,845.60	-40%	189,611.69	263,457.29	-42%	-22%
Feb-16	130,002.75	76%	267,361.09	397,363.84	51%	-26%
Mar-16	65,863.64	-49%	255,828.41	321,692.05	-19%	-5%