

Payne County Board of Commissioners
Regular Meeting, October 17, 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 October 10, 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. Fall Festival Arts & Craft Show Banner on Courthouse Lawn - Creative Productions
 - B. GeoSafe Agreement - Sept. 1, 2016 - August 31, 2017 - Sheriff
 - C. Contract between XL Construction, LLC and Payne County D1
 - D. Road Name Request for Dawson Ln - D3
 - E. Confirmation of Yale EMS Officers
 - F. Harvest II Food Drive Stillwater Junior Service League Oct. 26-Nov. 10
 - G. Request for Traffic Control Signs
 - H. Ingress and Egress Agreements
 - I. Removal of Equipment Items from Inventory
 - J. 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. September, 2016 - Sheriff \$25,464.88
- 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 OCT 13 P 3:40

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

The Payne County Board of County Commissioners met in a regular meeting of the board at 9:00 a.m. on **Monday, October 10th, 2016** at the Payne County Administration Building, Gloria Hesser Commissioner Meeting Room 200, located in Stillwater, Oklahoma.

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

The following members were present: Chairman- Kent Bradley, District 3, Chris Reding, Commissioner District 2, Zach Cavett, District 1, Glenna Craig, County Clerk, Lowell Barto, Assistant District Attorney. Invocation by Glenna Craig and Flag Salute to our country by Dewey Clapp.

Approve minutes of the previous meeting of the board: Minutes of the September 29th meeting was presented for approval. Motion by Cavett to approve the minutes of September 29th as presented, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes. Minutes of the October 3rd meeting were presented for approval. Motion by Cavett to approve the October 3rd minutes as presented, second by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.

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

Discussion and Possible action on Bid Openings 9:30 a.m.: None presented at this time.

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

Discussion and Possible Action on Reports from Officers and Boards

- **Corrected 2017 County Commissioner Meeting Date:** Bradley presented the corrected copy of the 2017 County Commissioner Meeting Dates. Motion by Reding to accept the 2017 County Commissioner Meeting Dates, second by Cavett. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **Resolution 2016-35: Disclaiming Interest in Certain Parcels of Land (D1):** Cavett stated this was a resolution disclaiming any interest in certain parcels of land in Payne County Oklahoma conveyed for public road purposes but not used for public road purposes and declaring the same abandoned and vacated as public roads. Cavett said this is a parcel for road easement and it is now in the Cimarron River north of Duncan Road or 68th street and Mt. Vernon Road and the property owner would like to clean up his title before he leaves it to his children. Whereas, on February 11, 1922, There Was conveyed by warranty deed to Payne County, Oklahoma the following described property to be used as a public road only, to-wit: A strip, piece, or parcel of land forty feet wide described as follows: Beginning at the Original Government Meander Corner on the East line of Section 12, T 18 N, R 4 E IM Payne County, Oklahoma Right Bank of the Cimarron River thence in a Northwesterly direction following the meanders of the Right Bank of the Cimarron River to the East line of the W/2 of the NW/4 of Section 12 T 18N R 4 E IM., containing four and two tenths (4.2) acres and to be used as a public road only, Which deed was recorded in Book 61 Deed Records, at Page 607 in the office of the County Clerk of Payne County, Oklahoma; and Whereas, on March 4, 1925, there was conveyed by warranty deed to Union Township, Payne County, Oklahoma the following described property to be used as a public road and no other, to-wit: A strip, piece or parcel of land consisting of twenty (20) feet, on either side of a line described as follows: Beginning at a point sixty seven and four tenths (67.4) feet North thirty seven (37°) east of the center line of the extreme North bridge shoe of the Duncan bridge, said point being fifty seven and five tenths (57.5) feet West and five hundred and twenty two (522) feet North of the SE corner to sec. twelve (12), Township eighteen (18) North, Range four (4) east of the Indian Meridian, thence North fifty degrees and fifty eight minutes (50°58') West, three hundred (300) feet, thence north forty five degrees, and thirteen minutes (45°13') west, two hundred and fifty seven (257) feet, thence north forty four degrees and thirty six minutes (44°36') west, four hundred and seventy (470) feet, thence North Seventy four degrees and thirty one minutes (74°31') west, nine hundred and sixty six (966) feet, to a point on the present right of way, containing one and eight tenths (1.8) acres, more or less, Same to be used as a public road and no other, and at any time said property is abandoned as a public road then the same to revert to grantors, herein, their heirs and assigns, which deed was recorded in Book 69 Deed Records, at Page 19 in the office of the County Clerk of Payne County, Oklahoma; and Whereas, the above described strips, pieces or parcels of land have either never been used by Payne County, Oklahoma for public road purposed or, if so used, have been abandoned as public roads for many years; that the same are not necessary for public road purposed; and that Payne County has no intention of using said described property as a public road or roads. Now, therefore, be it resolved by the Board of County Commissioners of Payne County, Oklahoma: Section 1: That Payne County, Oklahoma disclaims any right, title, or interest in or to the strip, pieces, or parcels of land described above. Section 2: That any public road established upon said strips, pieces, or parcels of land is hereby declared abandoned and forever vacated, and that title to the same has reverted to the record owners thereof,

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

free and clear of any claim or interest of Payne County, Oklahoma. Passed, Approved and Adopted this 10th day of October, 2016.

Motion by Cavett to approve Resolution 2016-35, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

- **Certificate of Substantial Completion (Expo Center):** Colin Campbell, Expo Center Director stated this Certificate of Substantial Completion was a formality in stating the renovation was completed and required final signatures by the Board. Motion by Reding to accept the Certificate of Substantial Completion with the Chairman signing on behalf of the Board, second by Cavett. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
- **Request for Traffic Control Signs:** None presented at this time.
- **Ingress and Egress Agreement:** The following Ingress and Egress Agreement was presented; Cavett presented agreement with Heley Thompson and Steve Alley for clearing the right-of-way and building the road up. Motion by Cavett to approve the Ingress and Egress Agreement as presented, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **Removal of Equipment items from Inventory:** The following Removal of Equipment items from Inventory was presented; Solid Waste-1999 Dodge Truck 1500 to be junked, four Motorola radios - junked, Dell Dimension computer and LED monitor, HP Compact computer, HP monitor, keyboard and mouse-junked. Motion by Cavett to approve the removal of equipment items from inventory, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
- **Appointment of Requisitioning and Receiving Officers:** None presented at this time.

Discussion and Possible Action on Financials

- **Cash Appropriations:** Cash Appropriations as certified by the Payne County Treasurer as of Oct. 5, 2016 was presented;

	Alcoholic Bev. Tax	\$
#2	Highway Cash	\$ 547,082.42
#3	Flood Plain	
#4	Visual Inspection	
#5	Board of Prisoners	\$ 27,769.00
#6	Resale Property	\$ 607.41
#7	Courthouse Tree Planting	\$ 19,987.55
#8	Health Department	\$ 369.77
#9	Sheriff Service Fee	\$ 41,054.79
#10	Gun Violence Prosecution	
#11	Mortgage Certification	\$ 98.41
#12	Revolving Forfeiture	\$ 1,863.00
#13	Mechanic Lien Fee	\$ 66.56
#14	Self-Insurance	\$ 4,174.77
#15	Sheriff Training	\$ 64,302.27
#16	Law Library	\$ 4,399.82
#17	Project Safe Neighborhood	
#18	Record Owner Resale	
#21	Court Fund	
#22	Fairboard Cash	\$ 27,409.70
#23	Voca Grant	
#24	Co Assessors Fee	\$ 464.00
#25	Child Abuse Prevention	
#26	Sheriff's Commissary	\$ 10,676.38
#27	Un-apportioned Revenue	
#30	Jail Operations & Maintenance	\$ 114,897.77
#31	Grants	
#32	Protested Tax	
#33	Drug Task Force	

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

#36	Solid Waste		\$ 97.50
#39	Revolving Evidence		
#40	Capital Projects		
#41	Jail Limited Purpose Sales	\$ 4,228.74	\$ 229,867.88
#44	Fairboard Premiums		
#45	Limited Purpose Sales Tax		
#46	County Bridge Improvements	\$ 169.39	
#47	Payne County Home Finance		
#48	Payne County Industrial Trust		
#49	Clerk R M & P	\$ 102.47	\$ 6,935.00
#50	Payne Co. Econ. Deve.		
#51	E 911 Wireless	\$ 179.11	\$ 55,514.36
#52	Facilities Authority	\$ 559.93	
#54	Rural Domestic Violence		
#55	Drug Court		\$ 3,187.50
#56	Courthouse Security		\$ 5,815.66
#57	Emergency Mang. Cash Fund		\$ 1,184.33
#58	LEPC		
#60	103 Monies		
#61	105 Monies		\$17,855.13
#62	Court Fund Salaries & Fringe		\$ 29,000.00
#63	Animal Control Strays		
#64	Court Fund Trust		
#65	DA Seizure		\$ 5,495.12
#66	C.L.E.A.N. Program		
#67	Fire Department 1/16		\$ 57,418.78
#78	Sales Tax 3/8		\$ 344,527.63
#103	103 CBRI		
#801	Harrell Cemetery	\$ 10.09	

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

- **Transfer of Appropriations:** None presented at this time.
- **Purchase Orders: New:** The following Purchase Orders were presented; FY 2015-16 \$4604.00 FY 2016-2017 \$1,118,523.32; 2015-2016 COUNTY GENERAL: 5267, QPUBLIC, AKA THE SCHNIEDER CORP, 4604.00, RD CENTERLINE; 2016-2017 COUNTY GENERAL: 1090, B & C BUSINESS PRODUCTS, INC., 24.87, DESK BASKET; 1091, QUALITY WATER SERVICES, 35.00, SEPTEMBER BLANKET; 1092, MERRIFIELD OFFICE SUPPLY, 36.25, SEPTEMBER BLANKET; 1093, STILLWATER NEWSPRESS, 680.94, SEPTEMBER BLANKET; 1094, LANDMARK GSI, 2020.00, LICENSE FEE; 1095, STAPLES, 128.79, AUGUST BLANKET; 1096, GRIMSLEYS, INC., 230.56, SEPTEMBER BLANKET; 1097, INDUSTRIAL CHEMIST, INC., 450.00, SEPTEMBER BLANKET; 1098, A & B ECO-SAFE, 50.00, SEPTEMBER BLANKET; 1099, B & C BUSINESS PRODUCTS, INC., 105.77, SUPPLIES; 1100, FLECK BEARING CO., INC., 54.60, AUGUST BLANKET; 1101, FRONTIER FIRE PROTECTION, 56.00, FIRE EXTINGUISHER INSPECTION; 1102, CUSHING CITIZEN, 505.54, SEPTEMBER BLANKET; 1103, FRONTIER FIRE PROTECTION, 128.00, FIRE EXTINGUISHER INSPECTION; 1104, QUALITY WATER SERVICES, 22.90, SEPTEMBER BLANKET; 1105, GRIMSLEYS, INC., 175.45, SEPTEMBER BLANKET; 1106, B & L HEATING & AIR, 70.00, SEPTEMBER BLANKET; 1107, B & L HEATING & AIR, 210.00, SEPTEMBER BLANKET; 1108, STC/BUSINESS WORLD, 285.42, CONTRACT BASE RATE; 1109, LEE COMPANY, INC., 481.25, SEPTEMBER BLANKET; 1110, PICTOMETRY INTL. CORP., 3300.00, SOFTWARE RENEWAL; 1111, PERKINS JOURNAL, 105.41, SEPTEMBER BLANKET; 1112, BAILEYS PAVING CO., INC, 954246.67, ASPHALT OVERLAY; 1113, A T & T MOBILITY, 25.43, UTILITY BILL; 1114, HOLLEYMAN GREG, 290.52, TRAVEL; 1115, A T & T MOBILITY, 195.39, UTILITY BILL; 1116, WIN WHOLESALE COMMERCIAL, 37.50, JULY BLANKET; 1117, CENTRAL LAWN AND LANDSCAPE, 760.00, SEPTEMBER BLANKET; 1118, CENTRAL LAWN AND LANDSCAPE, 260.00, SEPTEMBER BLANKET; 1119, BEASLEYS TECHNOLOGY, INC., 2850.00, OFFSITE BACK UP; 1120, SPIVEY, DAVID, 139.45, TRAVEL; 1121, RELX INC, DBA LEXIS NEXIS, 85.00, SUBSCRIPTION; 1122, ARTISGN INC, 115.00, Sign; 1123, BUSSELL PEST CONTROL, 75.00, SERVICES; 1124, MERRIFIELD OFFICE SUPPLY, 170.86, SEPTEMBER BLANKET; 1125, BUSSELL PEST CONTROL, 100.00, SERVICES; 1126, DEARINGER PRINTING & TROPHY, 26.25, NAME PLATE; 1127, UNIFIRST, 143.50, SEPTEMBER BLANKET; 1128, AAP FINANCIAL SERVICES, 66.41, SEPTEMBER

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

BLANKET; 1129, CREDIT CARD OPERATIONS, 741.41, SEPTEMBER BLANKET; 1130, STILLWATER ARMORY LLC, 1233.50, AMMUNITION; 1131, B & C BUSINESS PRODUCTS, INC., 494.85, SEPTEMBER BLANKET; 1132, CHICKASAW, 1410.00, UTILITY BILL; 1133, A T & T MOBILITY, 2366.12, UTILITIES; 1134, CHICKASAW, 2576.59, UTILITY BILL; 1135, NIXON STACEY, 95.04, TRAVEL; 1136, POSTAL PACK & SHIP, 99.82, POSTAGE; 1137, M POWER INC., 150.00, SERVICES; 1138, M POWER INC., 75.00, SERVICES; 1139, FLEETCOR TECHNOLOGIES, 260.43, SEPTEMBER BLANKET; 1140, FOUNTAIN SQUARE CLEANERS, 322.00, SEPTEMBER BLANKET; 1141, COMDATA, 407.65, SEPTEMBER BLANKET; 1142, STILLWATER BUILDING CENTER, 113.94, AUGUST BLANKET; 1143, STC/BUSINESS WORLD, 117.86, CONTRACT BASE RATE; 1144, NIXON CHRIS, 76.04, TRAVEL; 1145, PAYNE CO. DISTRICT 3, 108.41, DIESEL & FUEL; 1146, OAKES SERVICE CENTER, 111.50, SEPTEMBER BLANKET; HIGHWAY CASH: 406, EARL LE DOZER, 13865.39, HAULING; 407, A T & T MOBILITY, 61.44, UTILITY BILL; 408, 2TALK LLC, 88.53, UTILITY BILL; 409, KINNUNEN SALES & RENTALS,, 305.98, BLANKET; 410, AB COMPUTERS, 30.00, DIAGNOSTIC TEST; 411, COWBOY TIRE LLC, 60.00, SEPTEMBER BLANKET; 412, FRONTIER FIRE PROTECTION, 56.44, SEPTEMBER BLANKET; 413, FRANKS DIESEL, 105.00, SEPTEMBER BLANKET; 414, O REILLY AUTOMOTIVE, INC., 12.44, SEPTEMBER BLANKET; 415, STILLWATER STEEL AND, 20.70, SEPTEMBER BLANKET; 416, COMPLIANCE RESOURCE GROUP, 105.00, DRUG & ALCOHOL TESTING; 417, RETAIL FINANCE CREDIT SERVICES,ATTN: DONNA PRING, 85.21, SEPTEMBER BLANKET; 418, NAPA AUTO PARTS, 874.71, SEPTEMBER BLANKET; 419, QUAPAW CO., INC.,24937.95, SABM; 420, A T & T MOBILITY, 103.52, UTILITY BILL; 421, CITY OF CUSHING, 6.54, UTILITY BILL; 422, CITY OF CUSHING,640.41, UTILITY BILL; BOARD OF PRISONERS: 10, EARTHGRAINS BAKING CO. INC., 2914.65, SEPTEMBER BLANKET; HEALTH DEPARTMENT: 110, STC/BUSINESS WORLD, 44.00, EQUIPMENT MAINTENANCE; 111, CENTERPOINT ENERGY, 32.44, UTILITIES; 112, A AND M STORAGE LLC, 70.00, STORAGE; 113, ALLIANCE MAINTENANCE, INC., 1975.00, JANITORIAL SERVICES; 114, THE MEADOWS, 90.00, SEPTEMBER BLANKET;115,B&CBUSINESSPRODUCTS,INC.239.41, SEPTEMBERBLANKET;116,RETAILFINANCECREDIT SERVICES, ATTN: DONNA PRING, 9.65, SEPTEMBER BLANKET; 117, LOWE S COMPANIES, INC., 212.96, SEPTEMBER BLANKET; 118, CENTRAL LAWN AND LANDSCAPE, 400.00, SEPTEMBER BLANKET; 119, BEN WELCH LANDSCAPE CARE, 1125.00, SEPTEMBER BLANKET; 120, HUCKABAY, JEREMY W., 675.00, SEPTEMBER BLANKET; 121, STC/BUSINESS WORLD, 87.00, MAINTENANCE; 122, CITY OF CUSHING, 844.99, UTILITIES; 123, MILLER ROXANNE, 151.20, TRAVEL; 124, BLOOM, BARBARA J., 322.38, TRAVEL; 125, MELOY, CURTIS, 270.00, TRAVEL; 126, KENNEDY RACHEL, 21.60, TRAVEL; 127, WALLIN, JAALA, 46.44, TRAVEL; 128, SMITH KENDRA, 77.22, TRAVEL; 129, STC/BUSINESS WORLD, 426.90, EQUIPMENT MAINTENANCE; 130, MILLER ROXANNE, 90.72, TRAVEL; SHERIFF SERVICE FEE: 73, NAPA AUTO PARTS, 831.44, SEPTEMBER BLANKET; 74, BEST BUY BUSINESS ADVANTAGE, 544.40, SEPTEMBER BLANKET; 75, QUALITY CUSTOM UPFITTERS, 105.52, SEPTEMBER BLANKET; 76, STILLWATER MILL AGRI CENTER,17.97, SEPTEMBER BLANKET; 77, LOWE S COMPANIES, INC., 825.93, SEPTEMBER BLANKET; 78, COMPLIANCE RESOURCE GROUP,754.00, DRUG & ALCOHOL TESTING; 79, COMPLIANCE RESOURCE GROUP, 114.00, DRUG SCREEN; 80, ODMHSAS-TELEHEALTH,MARK BLACK, 90.00, VIDEO CONFRENCE; MORTGAGE CERTIFICATION TAX: 4, HOLIDAY INN EXPRESS, 178.00, TRAVEL; 5, QUALITY WATER SERVICES, 29.30, WATER; MECHANIC LIEN FEE: 19, QUALITY WATER SERVICES, 35.00, OCTOBER BLANKET; 20, BEASLEYS TECHNOLOGY INC, 239.00,CYBERPOWER; FAIRBOARD CASH: 92, ARTHUR ELECTRICAL SERVICES, 935.00, REPAIR; 93, FRONTIER FIRE PROTECTION, 566.00, INSPECTION; 94,CHICKASAW,680.00, UTILITY BILL; 95, A T & T MOBILITY, 133.14, UTILITY BILL; 96, REPUBLIC SERVICES # 789, 1375.18, TRASHSERVICES; JAIL OPERATION & MAINTENANCE: 101, CROSSROADS ROOFING & SUPPLY, 31.50, ROOF MASTIC; 102, CAPITAL CITY PROCESSORS, 200.00, GREASE TRAPS; 103, A & B ECO-SAFE, 200.00, SEPTEMBER BLANKET; 104, WIN WHOLESAL COMMERCIAL, 82.45, SEPTEMBER BLANKET; 105, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 89.30, SUPPLIES; 106, BOB BARKER COMPANY, INC., 1113.62, SUPPLIES; 107, GRAINGER, 354.64, AMMUNITION; 108, CREDIT CARD OPERATIONS, 685.72, SEPTEMBER BLANKET; 109, BEN E. KEITH OKLAHOMA, 9913.25, SEPTEMBER BLANKET; 110, A T & T MOBILITY, 819.01, UTILITIES; 111, FIFTY ONE EAST WATER DISTRICT, 74.38, WATER USAGE; 112, GRIMSLEYS, INC., 865.38, SUPPLIES; 113, SYSCO FOOD, INC., 12636.98, SEPTEMBER BLANKET; 114, BEASLEYS TECHNOLOGY, INC., 2010.00, BACK UP ON SERVER; SOLID WASTE: 22, KINNUNEN SALES & RENTALS,, 71.17, SEPTEMBER BLANKET; 23, A T & T MOBILITY, 224.79, UTILITY BILL; 24,NAPA AUTO PARTS, 106.84, SEPTEMBER BLANKET; 25, OAKES SERVICE CENTER, 373.25, SEPTEMBER BLANKET; CLERK R M & P: 29, BEASLEYS TECHNOLOGY, INC., 1900.00, BLOCK OF TIME; 30, DEARINGER PRINTING & TROPHY, 10.00, INK; E 911: 23, DSS CORPORATION, INC., 2675.00, MAINTENANCE; 24, A T & T, 565.22, UTILITY BILL; 25, DSS CORPORATION, INC.,5075.00, MAINTENANCE AGREEMENT; 26, DSS CORPORATION, INC., 3750.00, MAINTENANCE AGREEMENT; 27, A T & T, 565.22, UTILITYBILL; 28, A T & T, 565.22, UTILITY BILL; 29, PIONEER TELEPHONE COOPERATIVE, 67.43, UTILITY BILL; 30, A T & T, 352.92, UTILITYBILL; COURTHOUSE SECURITY: 2, BEASLEYS TECHNOLOGY, INC., 3400.00, BLOCK OF TIME; 67-1/6TH FIRE DEPARTMENTS: 28, STANO ENTERPRISES LLC, 3650.00, TRANSPORT FIRETRUCK; 78-3/8TH SALES TAX: 733, B & C BUSINESS PRODUCTS, INC., 477.01, SEPTEMBER BLANKET; 734, KINNUNEN SALES & RENTALS,,13680.00, TURF TIGER; 735, A T & T MOBILITY, 160.78, UTILITY BILL; 736, KINNUNEN SALES & RENTALS,, 660.00, TRACKHOERENTAL; 737, DEARINGER PRINTING & TROPHY, 239.40, BUSINESS CARDS; 738, DOLESE BROTHERS COMPANY, 10438.05, BLOCKS;739, CHIEF FIRE AND SAFETY, 1538.00, FIRE EQUIPMENT; 740, REED, KEITH, 118.26, TRAVEL; 741, MATHESON MICHAELA, 27.00,TRAVEL; 742, BARTA, SUZETTE D., 22.98, TRAVEL; 743, FITZPATRICK SHELLY,38.88, TRAVEL; 744, ANDERSON NATHAN, 271.08,TRAVEL;

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

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

- **Blanket:** The following Blanket Purchase Order was presented; D3-Kinnunen Rental & Sales- \$500.00.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** None presented at this time.

Motion by Reding to accept the Blanket Purchase Order, second by Cavett. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.

- **Monthly Reports of Officers:** The following Monthly Report of Officers was presented; Collections for September, County Clerk- \$108,397.09, Sheriff- \$61,442.28, Assessor- \$857.00. Bradley presented the Highway Cash for D1 & D3 stating the gross production has been the lowest it has ever been. Bradley stated the 3/8th sales tax was down 5% from the previous year. Darrell Varnell, Environmental Enforcement Officer, presented his monthly report. Varnell stated they have been utilizing the help from the community service workers and with this help seventeen trees were removed in the area where the Sheriff will be building his new building. Eight (8) signs were installed this month, eighty-two (82) dump sites were cleaned up, five (5) charges were filed and \$2488.51 assessed in clean up fees. Motion by Reding to accept the reports, second by Cavett. 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; D-3- Permit #16-109 Fifty-One East Water Corp. Motion by Bradley to approve road crossing permits as presented, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

Public Announcements from the Board (no action will be taken): Cavett stated Friday was the deadline for voter registration.

New Business: None presented at this time.

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



Service Agreement

Payne County Sheriff's Office

This Agreement was made and entered into, this 1st day of September, 2016, by and between Payne County Sheriff's Office, (hereinafter referred to as "PCSO") and GeoSafe LLC (hereinafter referred to as "GeoSafe").

PCSO and GeoSafe, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1.1

SERVICE

GeoSafe agrees to grant access to the GeoSafe Mobile Service (hereinafter referred to as "Service") to PCSO via a GeoSafe Mobile client application (hereinafter referred to as "Client")

1.2

TERM AND RENEWAL

- a. The term of this agreement shall commence on the **1st day of September 2016**. The Agreement shall automatically renew on a year to year basis on the 1st day of September, upon agreement of both parties.
- b. Either party may terminate this Agreement with sixty (60) days advanced written notice to the other party.
- c. In the event of the termination of this Agreement, access to the Service will be terminated, and the Client shall be uninstalled, removed, and its use be discontinued immediately by PCSO.

1.3

PAYMENT

- a. GeoSafe shall invoice PCSO for forthcoming access to the Service. PCSO shall pay GeoSafe the amount of **\$12,000 per year**, within sixty (60) days of receipt of the invoice.

1.4

INSTALLATION

GeoSafe agrees to let PCSO install the following:

- a. One (1) installation of GeoSafe server software on a PCSO server.
- b. Site-wide installations of Client software on PCSO administered devices.

GeoSafe will install and configure the server software on the designated PCSO server. PCSO will be responsible for the installation of Client software on PCSO administered devices. GeoSafe will provide guidance and recommendations to PCSO for the deployment of the Client. GeoSafe will require access to the PCSO CAD database to allow PCSO to view 911-call information.

1.5

CONFLICT OF TERMS

In the event of a conflict of terms, this Agreement shall prevail over all.

1.6

NO SEPARATE LEGAL ENTITY

No separate legal entity of organization shall be deemed created by virtue hereof.

1.7

MULTIPLE COUNTERPARTS

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

1.8

COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

1.9

SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Agreement.

1.10

OWNERSHIP

GeoSafe and PCSO both agree that ownership of the Client and Service and all intellectual property rights therein, including copyrights, are owned by and will continue to be owned by GeoSafe, including any improvements to the Client and Service made by or on behalf of PCSO.

2.1

SUPPORT CONTACT

PCSO will designate a "Support Contact" person for communicating with GeoSafe.

GeoSafe product support staff shall be available via email (support@geosafe.com) for assistance with the Client.

2.2

MAINTENANCE RESPONSIBILITIES

PCSO agrees to install and use the newest version of the Client provided by GeoSafe.

GeoSafe guarantees that the Client will perform as intended. Errors in the Client will be classified by the following priority levels:

- a. Level 1 – Software errors that make the product unusable
- b. Level 2 – Software errors that make the product difficult to use
- c. Level 3 – Minor software errors

GeoSafe will correct software errors according to their priority level, where Level 1 has the highest priority. GeoSafe shall use reasonable efforts to provide a solution to the software errors at its discretion.

The Support Contact should notify GeoSafe in the event of a software error. PCSO agrees to use reasonable efforts to assist GeoSafe in its efforts to find reported software errors.

2.3

ADDITIONAL FEATURE REQUESTS / MODIFICATIONS

GeoSafe and PCSO will agree on additional feature requests and modifications to existing features in the Client on a case-by-case basis. An additional charge may be required for changes to the Client.

2.4

LIMITATIONS ON MAINTENANCE

Modifications to the Client not authorized by GeoSafe are prohibited and are not supported. GeoSafe will not be responsible for hardware malfunctions and errors resulting from hardware malfunctions. GeoSafe will not be responsible for interruptions in network connectivity that limit the ability to use the Client and Service.

2.5

EXTERNAL DATA SOURCES

The Service uses a variety of external data sources beyond the control of GeoSafe. If access to a data source is discontinued, then our ability to support it will also need to end at that time. GeoSafe may also choose to discontinue support of an external data source for any other reason.

2.6

GEOSAFE IS A DATA PROCESSOR

As part of providing the Service to PCSO, GeoSafe may transfer, store, and process PCSO data. GeoSafe is a data processor and PCSO is a data controller with respect to PCSO data.

2.7

DATA SECURITY

All GeoSafe facilities used to store and process PCSO data will adhere to industry security standards. These standards ensure the security and confidentiality of PCSO data. GeoSafe protects against anticipated threats or hazards to the security or integrity of PCSO data, and protects against unauthorized access to PCSO data.

2.8

DATA SHARING

Unless GeoSafe and PCSO specifically agree in writing to share PCSO data with third parties, the data will not be disclosed, unless required by law. GeoSafe will give PCSO the chance to challenge such a disclosure.

3.1

GRANT OF LICENSE

GeoSafe grants PCSO ("you") a non-exclusive, non-transferrable license for the Client, subject to the following restrictions:

- a. **Redistribution of Software.** The Client may only be used on devices specified in Section 1.4. Any other use is prohibited. The Client may not be rented, borrowed, given, or redistributed to any 3rd party.
- b. **License Grant for Documentation.** The documentation that accompanies the Client is licensed for internal, non-commercial reference purposes only.
- c. **Reservation of Rights and Ownership.** GeoSafe reserves all rights not expressly granted to you in this Agreement. The Client is protected by copyright and other intellectual property laws and treaties. GeoSafe or its suppliers own the title, copyright, and other intellectual property rights in the Client. The Client is licensed, not sold. This Agreement does not grant you any rights to trademarks or service marks of GeoSafe.
- d. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Client, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- e. **Consent to Use Data.** You agree that GeoSafe may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Client and Service. GeoSafe may use this information solely to improve its products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.
- f. **Links to third party sites.** GeoSafe is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. GeoSafe is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by GeoSafe of the third-party site or service.

3.2

LIMITATION ON REMEDIES

No Consequential Damages. PCSO is not entitled to consequential damages, resulting from malfunction of the Client and Service. GeoSafe's and its suppliers' entire liability and your exclusive remedy for any breach of this Agreement or for any other liability relating to the Client and Service shall be, at GeoSafe's option from time to time exercised subject to applicable law, (a) return of the amount paid for the current quarter's Service, or (b) repair or replacement of the Client. You will receive the remedy elected by GeoSafe without charge. GeoSafe is not responsible for failure of the Client that resulted from accident, abuse, misapplication, abnormal use, or a virus.

3.3

TRADEMARK, COPYRIGHT, PATENT, AND OTHER PROPERTY RIGHTS

GeoSafe warrants that it is the sole entity authorized to use and enter into contracts for the use of the Software that is the subject of this contract. Should a lawsuit be initiated against GeoSafe or its representatives on the grounds of any property right infringement, the initiation of which would involve the Software discussed herein, GeoSafe shall notify PCSO of such lawsuit within ten (10) days of its receipt of the petition. Upon notification of the lawsuit, PCSO shall have the right to terminate the contract with ten (10) days written notice to GeoSafe.

3.4

DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, suit may be brought only in a court of competent jurisdiction in the State of Oklahoma.

The parties agree that any questions or concerns regarding the lawful business pursuits of the other party will first be presented to the other party for clarification or resolution before they are published to a third party.

3.5

GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

PAYNE COUNTY SHERIFF'S OFFICE

Approved as to form and legality this _____ day of _____, 2016.

R.B. Hauf
Sheriff
Payne County Sheriff's Office

APPROVED by GeoSafe LLC this 1st day of September 2016.

Moshe Gutman
President
GeoSafe



GeoSafe
1313 Newbury Drive
Norman, OK 73071
geosafe.com

Invoice

PCSO-1

September 1, 2016

Sheriff R.B. Hauf
Payne County Sheriff's Office
606 South Husband Street
Room 106
Stillwater, OK 74047

GeoSafe Mobile Service	
<i>September 1, 2016 – August 31, 2017</i>	\$12,000
Total	\$12,000

Please mail payment to:

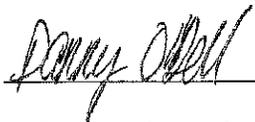
GeoSafe
1313 Newbury Drive
Norman, OK 73071

Contract Agreement

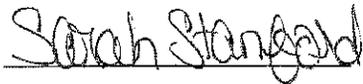
This agreement comes into effect October 17, 2016 between Payne County and XL Construction.

Payne County District 1 agrees to buy reclaimed asphalt and rock millings crushed to 1 ½" material from XL Construction, LLC. XL Construction, LLC will crush an estimated 2000 tons at \$5.00 per ton paid on actual weight.

NO steel in crushed material is allowed.



XL Construction, LLC



Witness

Kent Bradley, Chairman

Attest

Chris Reding, Vice-Chairman

County Clerk

Zach Cavett, Member

PAYNE COUNTY ROAD NAME REQUEST

APPLICANT'S NAME Brent Grounds ⁴⁰⁵ Phone 612-2580
 OWNER OF RECORD Perkins Unlimited LP
 CURRENT MAILING ADDRESS P.O. Box 399

ROAD NAME REQUESTED Dawson Ln
 SECTION - TOWNSHIP - RANGE 29-18W-3E 10W/4
 SUBDIVISION Dawson Oaks

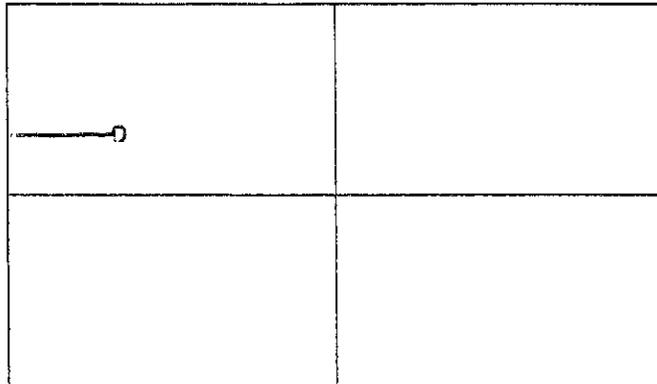
(Please draw a diagram of the road in the section plat below)

NAME OF SECTION LINE ROAD

92nd St

NAME OF SECTION LINE ROAD

Burns Creek Rd



NAME OF SECTION LINE ROAD

Fairgrounds Rd

NAME OF SECTION LINE ROAD

104th St

FOR OFFICE USE ONLY

New Address _____ Grid Number _____ Paid ⁷⁰ ~~200~~ ⁰⁰ ~~00~~

Recommended for Approval? YES NO Assessor Signature [Signature]

Approved this _____ day of _____, 20 ____ by Payne County Board of Commissioners

Chairman Vice-Chairman Member

ROAD MAINTAINED BY COUNTY? YES NO

The Junior Service League of Stillwater

HARVEST II

Community-wide
Food Drive



October 26th - November 10th, 2016

School pick up date: Friday, November 11, 2016

Need ideas? We accept:

- canned meats,
- meat soups
- canned fruit
- peanut butter
- flour
- pasta
- rice
- beans
- canned veggies
- baby food
- boxed meals/desserts

no glass

Your generous donations will be distributed to Payne County families through our partner agencies:

- Storehouse
- Mission of Hope
- Wings of Hope
- Payne County Youth Service
- COCAA
- LoveFeast
- Salvation Army
- Neighborhood Ministries
- Cowboys with Compassion
- Operation Christmas
- Our Daily Bread

J|S|L
 Stillwater
 JUNIOR SERVICE LEAGUE
Women Building Better Communities

Thank you to our sponsors and community volunteers who have made this service possible!



VIII.D.1.
Payne County Sheriff's Office
Sheriff R.B. Hauf

606 S. Husband, Room 106
Stillwater, OK 74074
Phone: 405-372-4522 Fax: 405-372-1440

10/1/2016

Dear Payne County Commissioners,

I would like to provide you with the following information:

Cost of food for the jail for the month of **September**
Was **\$25,464.88**

\$12,636.98 Sysco Foods
\$9,913.25 Ben E. Keith Foods
\$2,914.65 Earthgrains

Please contact me with any questions the Commission may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "R.B. Hauf".

R.B. Hauf, Sheriff