

Payne County Board of Commissioners
Regular Meeting, December 12, 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 December 5, 2016
- IV. Miscellaneous Items from the Audience (no action will be taken)**
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.**
 - A. 6 Month Bids
- VI. Discussion and Possible Action on Evaluations**
- VII. Discussion and Possible Action on Reports from Officers and Boards**
 - A. Jail Services Agreement w/Canadian County - FY 2016/2017 (Chair signs)
 - B. Request for Traffic Control Signs
 - C. Ingress and Egress Agreements
 - D. Removal of Equipment Items from Inventory
 - E. 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. 3/8 Cent Sales Tax
 - 2. Highway Cash (D1 & D3)
 - 3. PCEE
 - 4. November, 2016 - Sheriff \$24,371.35
- IX. Discussion and Possible Action on**
 - A. Telephone and Utility Permits
 - B. Road Crossing
- X. Public Announcements from the Board (no action will be taken)**
- XI. New Business**
- XII. Adjournment**

PAYNE COUNTY
GLENN A CRAIG
COUNTY CLERK

2016 DEC - 8 P 3: 37

III.A.

**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, December 5, 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 9:03 a.m.

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

Approve minutes of the previous meeting of the board: Minutes of the November 29th meeting was presented for approval. Motion by Reding to approve the minutes with the correction of November 29th, 2016 second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Abstain

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

- **Approval of Bid on County Owned Property - Treasurer:** Glenda Jardot, First Deputy from the Treasurer's Office presented a bid from Sammy Reese in the amount of \$30.00 for County owned property. Deed was also attached to be signed by the Chairman on behalf of the Board. Location of the property is North Addition Block 1 Plot 16 and 17 in Cushing. Motion by Cavett to approve the County Owned Property bid and the deed to be signed by the Chairman on behalf of the Board, second by Reding Roll Call Vote: Reding: Yes, Cavett, Yes, Bradley, Yes
- **OPERS United Healthcare Contract for Subsidy with Payne County:** Glenna Craig, County Clerk presented a contract from OPERS. This contract is with our insurance carrier and OPERS stating that we give our retirees a \$105 benefit towards their insurance and it needs to be updated since we are changing insurance companies this will allow us to give that money to the new insurance company; United Healthcare. Motion by Reding to approve the OPERS United Healthcare Contract for Subsidy with Payne County, second by Cavett Roll Call Vote: Cavett, Yes Bradley, Yes, Reding, Yes
- **Consideration of Engineer for Determining Road Weight Limits- EST Road Study Proposal:** Don Russell with EST presented, Don had met with Zach Cavett and Lowell Barto on the issue of posting weight limits on county roads stating that he understood that those ordinances had been thrown out twice previously by the courts. This is an engineering design; a proposal to do engineering design regarding weight limits that is fairly extensive resulting in a database of your pavement maintenance of a fairly complete design from their discussion. Russell feels this would be defensible because it is based on engineering design of each road with quite a bit of testing. This testing would be the same testing you would do to design a pavement or an overlay with the end result being a pavement management database. Russell and Cavett spoke to Shannon Shepard to see if CIRB funds could be used for the expense and was told no, CIRB funds are for construction though they are being used for design. Russell stated that at this time he had not researched other funding options. Cavett stated that he felt Shepard's response to not use the CIRB funds was his opinion rather than the law and this should be checked into. Russell stated there are some funds out there to be used and would need to be pursuing those funding options. Some counties have done GIS systems that have used other funds so there could possibly be funds available like federal highway and being this will be a significant expense from the Highway M & O accounts these other funds out there would need to be pursued to aide in the expense. Shannon Shepard said the total cost would be half a million dollars if you were to do testing on all of our paved roads. The contract would not be setup for all of the roads at once it would be broken up into sections but the total cost would be one half million which is equivalent to fixing a mile section of road damage by the oil field traffic. Testing is preferably done with temperatures above 45 degrees likely April to November. A paving management system would come out of this testing and allow the Commissioners to know which roads they would need to do next and what type of treatment would be needed for paved roads. Russell asked Assistant District Attorney Lowell Barto if he had any questions regarding all that was presented. Barto replied his only concern was the weight limits being put on the roads and Russell assured him it would be an Engineer recommendation for weight limit posting for the roads. Reding asked Barto if doing the contracts into small sections would break any purchasing acts, Barto said we would be purchasing services not materials. Bradley asked Russell to confirm he would

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want \$10,000 contracts, \$100,00 at a time and Russell said that was correct. No action taken by the board.

- **Approval of Division Order with Shell Trading (US) Company for Nash #13-1 Lease:**
Bradley asked Barto if he had a chance to look over the lease. Barto had looked over the lease but noted there needed to be a correction on the legal. Motion to approve the Lease once corrected by Cavett, second by Reding. Roll Call Vote: Bradley Yes, Cavett, Yes, Reding, Yes
- **Request for Traffic Control Signs:** None presented at this time.
- **Ingress and Egress Agreement:** (1) Dale Caldwell at 2407 E Glencoe Rd. District 3 will be extending out the slope and ditch line; the SE corner of Glencoe Rd and Jardot Rd, (2) Raleigh & Betty Jobs at 2715 W Yost District 3 will be clearing a right of way and building up the road west of Western and Yost on their property getting over and extending the culvert to fix the drainage, (3) Rick & Melissa Davenport at 3901 W Richmond Rd, Stillwater SW Corner of Richmond and Sangre Rd, about a ¼ mile west, District 3 will be getting onto their property to stabilize the drainage and concrete. Motion to approve the Ingress and Egress Agreements by Bradley second by Cavett. Roll Call Vote: Cavett, Yes, Reding, Yes, Bradley, Yes
- **Removal of Equipment items from Inventory:** Glenna Craig County Clerk presented items to junk from her office inventory. The County Clerk's Office has battery backups, miscellaneous equipment items, and items transferred from the District Attorney's Office to the Clerk's Office. Craig stated she has been waiting to dispose of these items until after the County Clerk's Election. Motion to approve the items to be disposed from Inventory by Cavett, second by Reding. Roll Call Vote: Bradley, Yes, Cavett, Yes, Reding, Yes
- **Appointment of Requisitioning and Receiving Officers:** None presented at this time.

Discussion and Possible Action on Financials

- **Cash Appropriations:** The Clerk's office presented the Cash Appropriation as certified by the Payne County Treasurer as of December 2, 2016

	Alcoholic Bev. Tax	\$14,859.25
#2	Highway Cash	\$286,225.16
#3	Flood Plain	
#4	Visual Inspection	
#5	Board of Prisoners	\$ 25,063.64
#6	Resale Property	\$ 204.78
#7	Courthouse Tree Planting	\$ 9,840.08
#8	Health Department	\$ 282.23
#9	Sheriff Service Fee	\$ 54,160.58
#10	Gun Violence Prosecution	
#11	Mortgage Certification	\$ 49.27
#12	Revolving Forfeiture	\$ 7,210.00
#13	Mechanic Lien Fee	\$ 33.33
#14	Self-Insurance	\$ 2075.58
#15	Sheriff Training	\$192.00
#16	Law Library	\$ 4,319.60
#17	Project Safe Neighborhood	
#18	Record Owner Resale	
#21	Court Fund	
#22	Fairboard Cash	\$ 17,887.11
#23	Voca Grant	
#24	Co Assessors Fee	\$ 1,572.00
#25	Child Abuse Prevention	\$10.00
#26	Sheriff's Commissary	\$ 11,937.36
#27	Un-apportioned Revenue	
#30	Jail Operations & Maintenance	\$ 124,724.61
#31	Grants	
#32	Protested Tax	
#33	Drug Task Force	

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#36	Solid Waste		\$655.28
#39	Revolving Evidence		
#40	Capital Projects		
#41	Jail Limited Purpose Sales	\$ 2,105.38	\$ 249,486.97
#44	Fairboard Premiums		
#45	Limited Purpose Sales Tax		
#46	County Bridge Improvements	\$ 84.81	
#47	Payne County Home Finance		
#48	Payne County Industrial Trust		
#49	Clerk R M & P	\$ 51.31	\$ 5,580.00
#50	Payne Co. Econ. Deve.		\$1526.00
#51	E 911 Wireless	\$ 89.62	\$ 37,985.05
#52	Facilities Authority	\$ 275.76	
#54	Rural Domestic Violence		
#55	Drug Court		\$ 3,187.50
#56	Courthouse Security		\$ 5,916.22
#57	Emergency Mang. Cash Fund		
#58	LEPC		
#60	103 Monies		
#61	105 Monies		\$ 17,786.45
#62	Court Fund Salaries & Fring		\$ 28,000.00
#63	Animal Control Strays		
#64	Court Fund Trust		
#65	DA Seizure		
#67	CDBG07 Lincoln Co RWD Grant		\$62,345.06
#103	103 CBRI		
#801	Harrell Cemetery	\$ 4.31	

Move to approve cash appropriations as presented by Cavett, second by Reding. Roll Call Vote: Reding, Yes, Cavett, Yes, Bradley, Yes

- **Transfer of Appropriations:** Sheriff's Department presented a transfer from Sheriff's Service Fee in the amount of \$55,000 to Sheriff's Service Fee Salary \$55,000.00. Move to approve transfer as presented by Cavett, second by Reding. Roll Call Vote: Bradley, Yes, Reding, Yes, Cavett, Yes
- **Purchase Orders: New:** Craig presented the 2016-2017 FY purchase orders to the board- COUNTY GENERAL: 1790, REDING CHRIS, 69.12, TRAVEL; 1791, PROFESSIONAL VALUE INTERNET, 239.85, ANTENNA; 1792, STILLWATER NEWSPRESS, 426.70, NOVEMBER BLANKET; 1793, DELPHIA PUBLISHING,LLC, 383.00, NOVEMBER BLANKET; 1794, THYSSENKRUPP ELEVATOR, 200.00, ELEVATOR INSPECTION; 1795, THYSSENKRUPP ELEVATOR, 200.00, ELEVATOR INSPECTION; 1796, THYSSENKRUPP ELEVATOR, 200.00, ELEVATOR INSPECTION; 1797, HUNSUCKER BROTHERS, INC, 53.00, NOVEMBER BLANKET; 1798, GRIMSLEYS, INC., 129.87, NOVEMBER BLANKET; 1799, BUNNEY ELECTRIC CO., INC., 174.00, NOVEMBER BLANKET; 1800, ID SPECIALISTS INC, 123.22, CLEANING KIT; 1801, QUALITY WATER SERVICES, 114.75, NOVEMBER BLANKET; 1802, ENVIROMENTAL SYSTEMS RESEARCH INSTITUTE INC, 9500.00, SERVER SET UP; 1803, LOWE S COMPANIES, INC., 34.14, NOVEMBER BLANKET; 1804, PERKINS JOURNAL, 75.00, NOVEMBER BLANKET; 1805, CUSHING CITIZEN, 140.13, NOVEMBER BLANKET; 1806, SUNSET MEMORIAL GARDENS, 800.00, INDIGENT BURIAL; 1807, A T & T, 218.91, UTILITY BILL; 1808, DEARINGER PRINTING & TROPHY, 165.00, NAME TAGS; 1809, J & I HITCH COMPANY, 500.00, SPOTLIGHT; 1810, FEDEX KINKOS, 159.96, BUSINESS CARDS; 1811, THE MEADOWS, 45.00, NOVEMBER BLANKET; 1812, OKLA. BAR ASSOCIATION, 191.25, ADVERTISING FOR EMPLOYMENT; 1813, EDA, 176.13, SUBSCRIPTION; 1814, CUNDIFF CPA., STEVEN F., 9000.00, AUDITING SERVICES; 1815, COWBOY TOWING, 137.76, TOW; 1816, A & B ECO-SAFE, 50.00, NOVEMBER BLANKET; 1817, MERRIFIELD OFFICE SUPPLY, 451.71, SUPPLIES; 1818, QUALITY WATER SERVICES, 29.35, NOVEMBER BLANKET; 1819, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 23.18, SUPPLIES; 1820, BUSSELL PEST CONTROL, 1000.00, TERMITES; 1821, MERRIFIELD OFFICE SUPPLY, 71.97, NOVEMBER BLANKET; 1822, QUALITY WATER SERVICES, 35.00, NOVEMBER BLANKET; 1823, CUSHING CITIZEN, 73.58, PROOF OF PUBLICATION; HIGHWAY CASH: 653, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 44.88, OFFICE/CLEANING SUPPLIES; 654, KINNUNEN SALES & RENTALS., 179.76, GLOVES; 655, CUSHING LUMBER COMPANY, 35.54, CONCRETE; 656, KINNUNEN SALES & RENTALS., 377.16, PIPE; 657, PIPELINE

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CROSSROADS CLINIC, 1370.00, DRUG & ALCOHOL TESTING; 658, LOT MAINTENANCE OF OKLAHOMA, INC, 860.52, FOAM FILL TIRE; 659, OKLA. CORRECTIONAL IND., 127.60, DECALS; 660, CATERPILLAR FINANCIAL, 4765.85, PAYMENT; 661, UNIFIRST, 540.68, OCTOBER BLANKET; 662, LIONEL HARRIS OIL CO., INC., 10606.15, DYED DIESEL; 663, KERNS READY MIXED, 475.00, FLOWABLE FILL; 664, EARL LE DOZER, 6889.91, HAULING; 665, FRONTIER FIRE PROTECTION, 186.45, NOVEMBER BLANKET; 666, STILLWATER NEWSPRESS, 65.05, SIX MONTH BIDS; 667, CENTRAL RURAL, 318.89, SERVICES; 668, CENTERPOINT ENERGY, 38.61, SERVICE FEE; 669, A T & T, 254.21, UTILITY BILL; 670, LOT MAINTENANCE OF OKLAHOMA, INC, 296.18, PIVOT PIN; 671, YELLOW HOUSE MACHINERY, 1657.68, PARTS; 672, BISHOP LIFTING PRODUCTS, INC, 4296.40, CABLE; 673, P & K EQUIPMENT, INC., 1600.80, BLADE KNIVES; 674, LIONEL HARRIS OIL CO., INC., 2851.38, DYED DIESEL; 675, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 54.98, NOVEMBER BLANKET; 676, ADVANCED WORKZONE SERVICES, 2355.90, MEASURING DEVICE; 677, SHREEVES VICKI, 150.00, SIGN REPAIRS; 678, AMERICAN WELDING SUPPLY, 261.24, COMPRESSED OXYGEN; 679, PIPELINE CROSSROADS CLINIC, 195.00, DRUG & ALCOHOL TESTING; HEALTH DEPARTMENT: 180, A T & T, 1217.51, UTILITY BILL; 181, CENTERPOINT ENERGY, 23.78, UTILITIES; 182, CITY OF STILLWATER, 2227.19, UTILITIES; SHERIFF SERVICE FEE: 123, DEPT. OF ENVIRONMENTAL QUALITY, 263.22, SOIL TESTING; 124, STILLWATER ARMORY LLC, 387.80, NOVEMBER BLANKET; 125, JOHN E. REID, 1980.00, TRAINING; MECHANIC LIEN FEE: 33, QUALITY WATER SERVICES, 35.00, DECEMBER BLANKET; 34, MIDWEST PRINTERS, 350.58, W-2 & 1099; 35, MIDWEST PRINTERS, 171.37, RESOLUTION PAPER; FAIRBOARD CASH: 138, QUEST TECHNICAL SERVICE, 1375.00, SOUND SYSTEM; JAIL OPERATION & MAINTENANCE: 172, GRIMSLEYS, INC., 163.88, SUPPLIES; 173, GRIMSLEYS, INC., 1267.82, JANITORIAL SUPPLIES; 174, GRIMSLEYS, INC., 407.70, CLEANING SUPPLIES; 175, CDW GOVERNMENT, INC., 6865.49, SUPPLIES; 176, QUALITY WATER SERVICES, 321.50, SALT BAGS; 177, EWING ELECTRIC COMPANY LLC, 233.80, FLOOR BURNISHER; 178, B & L HEATING & AIR, 1142.68, REPAIRS; 179, A & B ECO-SAFE, 200.00, NOVEMBER BLANKET; SOLID WASTE: 41, STAPLES, 257.26, NOVEMBER BLANKET; 42, OAKES SERVICE CENTER, 381.30, NOVEMBER BLANKET; 43, LOWES COMPANIES, INC., 28.57, NOVEMBER BLANKET; 44, NAPA AUTO PARTS, 56.39, NOVEMBER BLANKET; E911: 39, A T & T, 643.08, UTILITY BILL; 67-1/6TH FIRE DEPARTMENTS: 49, ROSS SERVICE STATION, 94.15, SEPTEMBER BLANKET; 50, ROSS SERVICE STATION, 118.80, OCTOBER BLANKET; 51, STRANO ENTERPRISES LLC, 5800.00, TRANSFER FEE; 78-3/8TH SALES TAX: 846, BARTA, SUZETTE D., 37.37, TRAVEL; 847, PITNEY BOWES, INC, 254.12, POSTAGE SUPPLIES; 848, STANDLEY SYSTEMS INC., 7.50, SHIPPING; 849, LEISTER SUMMER, 384.44, TRAVEL; 850, A T & T MOBILITY, 145.73, UTILITIES; 851, FITZPATRICK SHELLY, 14.58, TRAVEL;

- **Blanket:** None presented at this time.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** District 2, and District 1 have travel claims totaling \$108.33. Motion to approve Purchase Orders upon signatures as presented by Cavett, second by Reding. Roll Call Vote: Reding, Yes, Cavett, Yes, Bradley, Yes
- **Monthly Reports of Officers:** None presented at this time.

Motion to Recess by Reding, seconded by Bradley. Roll Call Vote: Bradley, Yes, Cavett, Yes, Reding, Yes. Motion to reconvene by Reding, seconded by Bradley. Roll Call Vote: Bradley, Yes, Cavett, Yes, Reding, Yes

Discussion and Possible Action on

- **Telephone and Utility Permits:** None presented at this time.
- **Road Crossing:** District 3: D3-16-117 Petroleum Land Services; District 1: D1-16-27 to D1-16-39 Cochran Land Services Cavett stated he has permits available for anyone to review. Motion to approved Road Crossings as presented by Cavett, second by Reding. Roll Call Vote: Cavett, Yes, Reding, Yes, Bradley, Yes

Public Announcements from the Board (no action will be taken): Reding expressed the County's condolences to Carl Hiner's Family as well as Bradley.

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New Business- None presented at this time.

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

JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this day of May, 2016, by and between the Board of County Commissioners of Canadian County, Oklahoma (hereinafter referred to as "Canadian County"), the Board of County Commissioners of Payne County, Oklahoma, (hereinafter referred to as "Payne County"), and the Sheriff of Payne County, State of Oklahoma (hereinafter referred to as "County Sheriff").

WITNESSETH:

WHEREAS, currently, the County Sheriff maintains a jail facility in the City of Stillwater, Payne County, Oklahoma, and;

WHEREAS, the capacity of the jail facility in Canadian County, Oklahoma is insufficient to accommodate prisoners subject to incarceration in said county; and

WHEREAS, Payne County constructed a new jail facility (herein referred to as the "County Jail") with sufficient capacity to accommodate additional prisoners, including prisoners from Canadian County; and

WHEREAS, the Agreement is made pursuant to the provisions of 74 Oklahoma Statutes 2011, Sections 195 and 1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma Statutes 2011, Sec. 192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the County Sheriff or his designee shall have charge of the County Jail;

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

1. Term/Renewal.

A. The term of this Agreement shall commence on the first day of May, 2016, at 12:01 a.m., and terminate at midnight on the 30th day of June 2016, unless the parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.

B. This Agreement may be renewed between the parties to it for a term of one year, to begin at 12:01 a.m., on July 1st, 2016 and to terminate at midnight on the 30th of June, 2017 of the following calendar year, provided that the renewal of this Agreement is approved by all parties within the fiscal year from which funds are to be paid.

C. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivision of the State of Oklahoma pursuant to Article X, Sec. 26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

2. No Separate Legal Entity.

No separate legal entity or organization shall be deemed created by virtue of this Agreement.

3. Definitions.

A "Canadian County prisoner" shall be defined as any prisoner incarcerated in the County Jail following arrest for an alleged violation of state law, or following conviction for an offense occurring in Canadian County, Oklahoma, and/or any other person that is otherwise held solely at the request of the Canadian County Sheriff.

4. Purpose.

The purpose of this Agreement is to provide for the incarceration of Canadian County prisoners within the County Jail, under the custody of Payne County officials, and to otherwise coordinate booking and detention functions.

5. Financial Obligation of Canadian County.

The financial obligations of Canadian County under this Agreement shall be limited to "Compensation" as set out below.

6. Termination.

This Agreement may be terminated by any Party for any reason, or for no reason, upon thirty (30) days written notice to the other Parties.

7. Inventory.

Canadian County agrees to provide an inventory to Payne County of any Canadian County property relocated to the County Jail, subject to revisions as necessary. Canadian County expressly reserves any and all property rights in all such Canadian County property located in the County Jail, and all such property is subject to removal by Canadian County upon the termination of this Agreement.

8. Compensation.

As compensation for the services set out below, Canadian County agrees to pay the County Sheriff on a per prisoner per day basis, at a rate of \$30.00 per prisoner per each day of incarceration, in consideration of which the County Sheriff will operate and maintain the County Jail and shall assume responsibility for the incarceration of Canadian County prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. The County Sheriff agrees to prepare and submit to the Canadian County Sheriff monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory requirements. Canadian County shall pay properly invoiced amounts within thirty (30) days of receipt.

9. Services.

In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma Statutes 2011, Sec. 192, and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

A. The County Sheriff hereby assumes all detention and incarceration functions consistent with applicable laws for persons delivered to the County Jail who are Canadian County prisoners, as defined herein.

B. The County Sheriff shall permit law enforcement officers of Canadian County and Canadian County's agents, in the pursuance of their official duties, as approved by the County Sheriff, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time Canadian County assumes all responsibility and liability for such prisoners until the return of said prisoners to the County Jail.

C. The County Sheriff shall allow Canadian County's duly authorized agents access, at all times, to persons incarcerated pursuant to this Agreement. Pursuant to the County Sheriff's policies, the County Sheriff shall allow visitation of any Canadian County prisoner by any attorney at law representing said prisoner and by any family member or other person according to the County Sheriff's jail visitation policies.

10. Custody.

A. For the purposes of this Agreement, custody of any Canadian County prisoner shall be deemed to pass from Canadian County law enforcement officials to the Payne County Jail officers upon Canadian County's presentation and Payne County's acceptance of the documentation required by Payne County for booking of prisoners. For compensation purposes, Canadian County's financial responsibility for Canadian County prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.

B. The County Sheriff agrees to accept and provide for the secure custody, care and safe keeping of Canadian County prisoners, as defined herein.

C. The County Sheriff shall coordinate with the Canadian County Sheriff and/or the judges of the District Court of Canadian County, Oklahoma for the posting of bonds for those Canadian County prisoners detained for alleged violations of state law. All fines/bonds shall be posted with the court clerk of the District Court of Canadian County, Oklahoma. Canadian County shall be responsible for authorization of all own recognizance bonds for Canadian County prisoners.

D. The County Sheriff agrees to release Canadian County prisoners within a reasonable time after notification or authorization to release.

11. Medical Care.

Canadian County will not present and/or transport any prisoner who is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, or who are semi-conscious, or who are bleeding, or who cannot answer questions concerning their health to the satisfaction of the Canadian County Sheriff's Department supervisor on duty prior to such person being transported to the County Jail, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail. The County Sheriff reserves the right to reject any prisoner presented by Canadian County if the County Sheriff or any Deputy County Sheriff determines that such prisoner is in need of immediate health care.

Once a Canadian County prisoner is in the custody of the County Sheriff, the County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of such prisoner in accordance with the Federal and State standards and laws, and any court orders applicable to the operation of the facility.

The County Sheriff agrees the compensation set out in paragraph 8 herein, includes providing Canadian County prisoners with the same level of medical care and services provided to Payne County prisoners up to the ~~medical health care cap in Payne County's~~ contract with its medical health care provider. The County Sheriff agrees to provide transportation and security for Canadian County prisoners requiring removal from the facility for emergency medical services, but Canadian County shall be responsible for the payment of all costs and expenses for emergency medical services rendered or provided to any Canadian County prisoner. The County Sheriff shall also notify the designated contact person at the Canadian County Sheriff's Department when medical care is needed for a Canadian County prisoner at an outside medical care facility. Canadian County shall provide transportation to and from medical facilities outside of the County Jail for any Canadian County prisoner by a law enforcement vehicle if the situation is not life threatening and/or by other means, including but not limited to ambulance transportation, as the prisoner's medical condition requires. Canadian County shall indemnify and save harmless the County and County Sheriff against any and all claims for loss, injury, or damage to any person as a result of the failure to transport a prisoner after notice of the need for medical care, as required by this paragraph.

The cost of all medical services provided to any Canadian County prisoner outside of the County Jail and the cost of all pharmaceuticals provided to any Canadian County prisoner shall be paid by Canadian County, and Canadian County shall indemnify and hold Payne County harmless from the payment of the same.

12. Severable Liability.

A. This Agreement shall not be construed as creating any agency or third party beneficiary

agreements in any form or manner whatsoever.

B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statute 2011, Sec. 151-172, inclusive, as amended. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

13. Notices.

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Canadian County, Payne County, and County Sheriff at the following addresses:

Canadian County: _____

Canadian County's Designated Contact Person: _____

Payne County: Board of County Commissioners
315 W. 6th Street, Suite 201
Stillwater, OK 74074

County Sheriff: R. B. Hauf
Payne County Courthouse
606 S. Husband Street, Room 106
Stillwater, OK 74074

14. Fiscal Limitations.

The obligation of Parties to payout funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

15. Non-Assignable.

This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

16. Severable.

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then

constitute the Agreement.

17. Laws and Regulations.

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes 2011, Sec. 192, pertaining to minimum standards for jails shall specifically apply.

18. Multiple Counterparts.

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

19. Security.

Canadian County personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at Payne County's premises. Information belonging to Payne County or County Sheriff will be safeguarded by Canadian County to the same extent as Canadian County safeguards its information of like kind relating to its own operation, subject to disclosures required by law.

20. Transportation of Canadian County Prisoners.

The County Sheriff hereby agrees to transport Canadian County prisoners to or from the designated jail facility in Canadian County one time each week during the term and any renewal term of this agreement. Canadian County shall be responsible for all other transportation of Canadian County prisoners.

21. Amendments.

Any amendments to this Agreement must be in writing and approved by all parties.

22. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement and authorized the signatures below as of the dates set forth below:

BOARD OF COUNTY COMMISSIONERS OF
CANADIAN COUNTY, OKLAHOMA

By: _____
Chairman

ATTEST:

Canadian County Clerk

BOARD OF COUNTY COMMISSIONERS OF
PAYNE COUNTY, OKLAHOMA

By: _____
Chairman

ATTEST:

Payne County Clerk

R. B. Hauf, Payne County Sheriff

Prepared by and Approved as to
Form and Legality:

Lowell A. Barto
Assistant District Attorney
Payne County

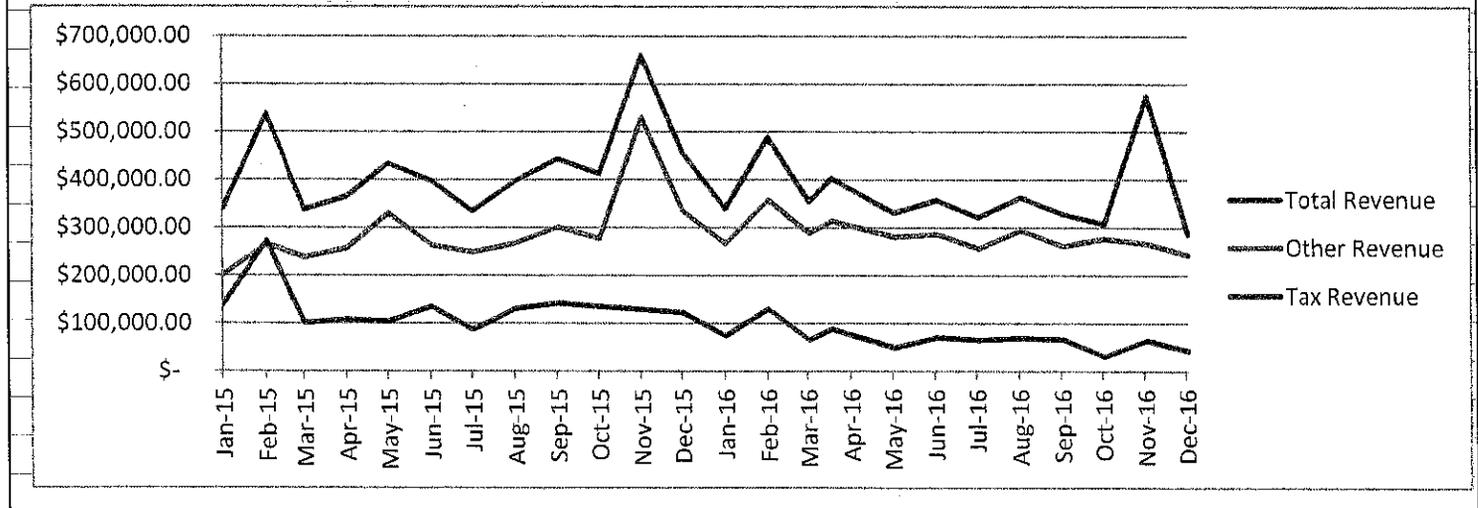
VIII.D.1.

Sales Tax : 3/8 cent Effective 1-1-04 expires 12-31-08							RENEWED - EXPIRES 12-31-2018				
2016-2017	HIGHWAY	EXTENSION	FAIRBOARD	GENERAL	Fire	Total	RECEIPT				
								Compared			
								to Prior FY			
								to Prior FY			
Collections reported	53%	7%	20%	15%	5%	100%					
Jul-16	\$ 197,993.29	\$ 26,150.06	\$ 74,714.45	\$ 56,035.84	\$ 18,678.61	\$ 373,572.24	\$ 373,572.24	\$ 399,949.23	-7%		
Aug-16	\$ 179,836.34	\$ 23,751.97	\$ 67,862.77	\$ 50,897.08	\$ 16,965.69	\$ 339,313.84	\$ 339,313.84	\$ 365,312.37	-7%		
Sep-16	\$ 182,599.64	\$ 24,116.93	\$ 68,905.53	\$ 51,679.14	\$ 17,226.38	\$ 344,527.63	\$ 344,527.63	\$ 364,225.91	-5%		
Oct-16	\$ 236,808.00	\$ 31,276.53	\$ 89,361.51	\$ 67,021.13	\$ 22,340.38	\$ 446,807.54	\$ 446,807.54	\$ 431,095.62	4%		
Nov-16	\$ 198,265.90	\$ 26,186.06	\$ 74,817.32	\$ 56,112.99	\$ 18,704.33	\$ 374,086.61	\$ 374,086.61	\$ 386,806.20	-3%		
Dec-16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,923.69	-100%		
Jan-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 389,432.56	-100%		
Feb-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353,158.97	-100%		
Mar-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,937.75	-100%		
Apr-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,931.33	-100%		
May-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353,574.22	-100%		
Jun-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 351,038.60	-100%		
Collection to date	\$ 995,503.17	\$ 131,481.55	\$ 375,661.57	\$ 281,746.18	\$ 93,915.39	\$ 1,878,307.86	\$ 1,878,307.86	\$ 4,507,386.45	-58%		
Warrants Issued	\$ 610,138.98	\$ 54,266.63	\$ 205,431.22	\$ -	\$ 12,781.45	\$ -					
Outstanding P.O's	\$ 4,625.00	\$ 53,471.06	\$ 26,480.00	\$ -	\$ 15,338.31	\$ -					
Transfers		\$ -		\$ -							
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Cash Balance	\$ 380,739.19	\$ 23,743.86	\$ 143,750.35	\$ 281,746.18	\$ 65,795.63	\$ 1,878,307.86					
			Totals do not include Carry over!								

Monthly Highway Cash
D-1 and D-3

VIII.D.2 December-16

		% previous Month			% previous Month	% Total previous Year
	Gross Production	Total	Other	Total	Total	
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%	\$ 262,811.53	\$ 397,327.93	-8%	
Jul-15	\$ 86,139.02	-36%	\$ 248,365.62	\$ 334,504.64	-16%	
Aug-15	\$ 130,054.33	51%	\$ 266,991.17	\$ 397,045.50	19%	
Sep-15	\$ 141,949.42	9%	\$ 300,874.47	\$ 442,823.89	12%	
Oct-15	\$ 134,966.99	-5%	\$ 277,171.30	\$ 412,138.29	-7%	
Nov-15	\$ 129,284.05	-4%	\$ 529,931.86	\$ 659,215.91	60%	
Dec-15	\$ 122,568.00	-5%	\$ 334,722.39	\$ 457,290.39	-31%	
Jan-16	\$ 73,845.60	-40%	\$ 266,068.59	\$ 339,914.19	-26%	0%
Feb-16	\$ 130,002.75	76%	\$ 358,099.65	\$ 488,102.40	44%	-9%
Mar-16	\$ 65,863.64	-49%	\$ 288,502.90	\$ 354,366.54	-27%	5%
Apr-16	\$ 88,584.54	34%	\$ 314,094.79	\$ 402,679.33	14%	11%
May-16	\$ 49,725.47	-44%	\$ 280,960.40	\$ 330,685.87	-18%	-24%
Jun-16	\$ 71,160.92	43%	\$ 286,255.48	\$ 357,416.40	8%	-10%
Jul-16	\$ 65,834.11	-7%	\$ 256,101.84	\$ 321,935.95	-10%	-4%
Aug-16	\$ 69,410.68	5%	\$ 294,020.63	\$ 363,431.31	13%	-8%
Sep-16	\$ 66,452.24	-4%	\$ 261,689.39	\$ 328,141.63	-10%	-26%
Oct-16	\$ 30,825.81	-54%	\$ 276,896.50	\$ 307,722.31	-6%	-25%
	REVENUE FROM REIMBURSMENTS:			\$239,690.11		
Nov-16	64,223.95	108%	\$ 266,686.31	\$ 574,043.56	87%	-13%
Dec-16	43,091.86	-33%	\$ 243,133.30	286,225.16	-50%	-37%



(PCEE) Monthly Report: Officer Clint Castoe Date 12/01/2016 Page 1 of 2
 Date Beginning Tuesday, 11/01/2016 to Wednesday, 11/30/2016

Month---Year to date
November-2016

Week Number	1	2	3	4	5	6	Monthly Totals			
							TC#1	TC#2	TC#3	
<u>[Calls for Service]</u>										
CSW Hours							0	7 1/2	81	88 1/2 - 760 1/2
<u>[SIGNS FOUND]</u>										
Street							1	26	29	56 - 177
Stop							0	0	0	0 - 6
Other							0	0	0	0 - 6
Poles							0	15	3	18 - 85
<u>[SIGNS MADE]</u>										
Street							0	11	0	11 - 132
Stop							0	0	0	0 - 0
Other							0	0	0	0 - 0
Bridge Markers							0	0	0	0 - 87
<u>[SIGNS INSTALLED]</u>										
Street							0	28	31	59 - 194
Stop							0	0	0	0 - 2
Other							0	0	0	0 - 1
Poles							0	19	20	39 - 111
Bridge Markers							0	0	0	0 - 99
<u>[DUMPS]</u>										
Investigated							19	2	51	72 - 508
Cleaned							19	2	51	72 - 508
<u>[LOADS OF]</u>										
H.H. Trash							2 1/2	1	9 3/4	13 1/4 - 72 1/4
Car Parts/Tires							1/2	0	1 1/2	2 - 12
Scrap Metals							1/2	0	1 1/2	1 - 11 3/4
Brush/Wood							1/4	0	2 1/2	2 3/4 - 30 3/4
Poly/Alum. Etc.							0	0	0	0 - 298'
<u>[VIOLATIONS]</u>										
Charges							7	0	0	7 - 16
#-People Charged							5	0	0	5 - 11
Warnings							0	0	0	0 - 3
Clean up Fee's							\$1,847.72	0	0	\$1,847.72 - \$6,563.37
<u>[OTHER "CFS"]</u>										
Follow up							123	299	384	805 - 4304

(PCEE) Monthly Report: (Continued)

Month-Year to date

Week Number	1	2	3	4	5	6	TC#1	TC#2	TC#3	Nov. - 2016
Officer Initiated							831	414	271	1516 - 8745
Training Hours							0	0	72	72 - 248
Agency Assists							17	3	23	43 - 337
Trim Bridges, etc.							3	0	6	9 - 61
Trim Intersections							2	1	7	10 - 68
Road Hazards Fixed							12	2	17	31 - 210

[HOURS: MOW, TRIM, CLEAN]

Expo Center							0	0	0	0 - 8
D-1 Dump Station							1/2	0	0	1/2 - 1 1/4
D-2 Grounds							1	1/4	1/2	1 3/4 - 2 1/2
D-3 Dump Station							0	1 1/2	2	3 1/2 - 11 1/2

[REPORTS WRITTEN]

Other							108	108	94	310 - 1981
Criminal							45	0	0	45 - 88
Affidavit							7	0	0	7 - 16
Officer Information							1	0	0	1 - 23
Calls for Service							948	712	664	2,324 - 13,115

Claims: Week-1-\$ _____, 2-\$ _____, 3-\$ _____, 4-\$ _____, 5-\$ _____, 6-\$ _____ = Weekly Claim Total: \$ 3060.55

[This Month Claims Filed]

[Yearly Total to Date]

Crim. Clean up Fee \$	<u>1,847.72</u>	\$ <u>6,563.37</u>
ACCO Dumps \$	<u>1,212.83</u>	\$ <u>11,896.80</u>
Oil-Poly/Aluminum \$	<u>0</u>	\$ <u>0</u>
Road Sign Damage \$	<u>0</u>	\$ <u>0</u>
Other Claim \$	<u>0</u>	\$ <u>0</u>
CLAIM TOTALS \$	<u>3,060.55</u>	TOTAL \$ <u>18,460.17</u>

Comments:

PCEE Officer Chad R. Carl Date 12/01/16
 Revised: 06/06/2016



VIII, D. 4.

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

12/1/2016

Dear Payne County Commissioners,

I would like to provide you with the following information:

Cost of food for the jail for the month of **November**
Was **\$24,371.35**

\$11,634.31 Sysco Foods
\$9,558.18 Ben E. Keith Foods
\$3,178.86 Earthgrains

Please contact me with any questions the Commission may have.

Sincerely,

A handwritten signature in cursive script that reads "R.B. Hauf".

R.B. Hauf, Sheriff