

Board of Marshall County Commissioners

100 Plaza, Room 106

Madill, OK 73446

Phone 580-795-3165 Fax 580-795-3167

Email: marshallcountyo@yahoo.com

Don "Salty" Melton - District 1
580-795-2793

Josh Cantrell - District 2
580-795-5222

Chris Duroy - District 3
580-564-2119

The Board of County Commissioners of the County of Marshall, State of Oklahoma, met in regular session in the Conference Room of the Board of Marshall County Commissioners at the Marshall County Courthouse, Madill, Oklahoma, on the 6 day of May, 2019 at nine o'clock a.m.

Present: Don Melton, Josh Cantrell, Chris Duroy

Absent:

(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner _____, seconded by Commissioner _____, said Resolution was adopted.

RESOLUTION

Adopted a resolution regarding the opened bids for low water crossing of Dancing Rabbit Rd in District 2

No BIDS received

APPROVED this 6 day of May 2019

Don R. Melton

Don R. Melton, District 1, Chairman

Josh Cantrell

Josh Cantrell, District 2, Vice-Chairman

Chris Duroy

Chris Duroy, District 3, Member

(SEAL)

ATTEST:

Ann Hartin

Ann Hartin, County Clerk
FY2018-19 mah

B

Board of Marshall County Commissioners

100 Plaza, Room 106

Madill, OK 73446

Phone 580-795-3165 Fax 580-795-3167

Email: marshallcount yok@yahoo.com

Don "Salty" Melton - District 1
580-795-2793

Josh Cantrell - District 2
580-795-5222

Chris Duroy - District 3
580-564-2119

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Present: Don Melton, Josh Cantrell, Chris Duroy

Absent:

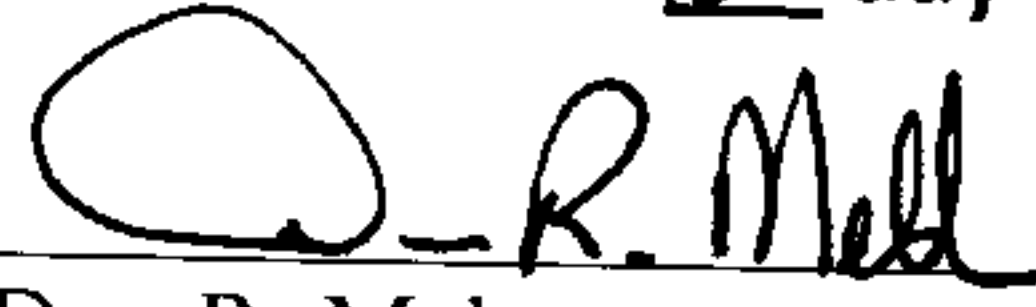
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Josh Cantrell, seconded by Commissioner Chris Duroy, said Resolution was adopted.

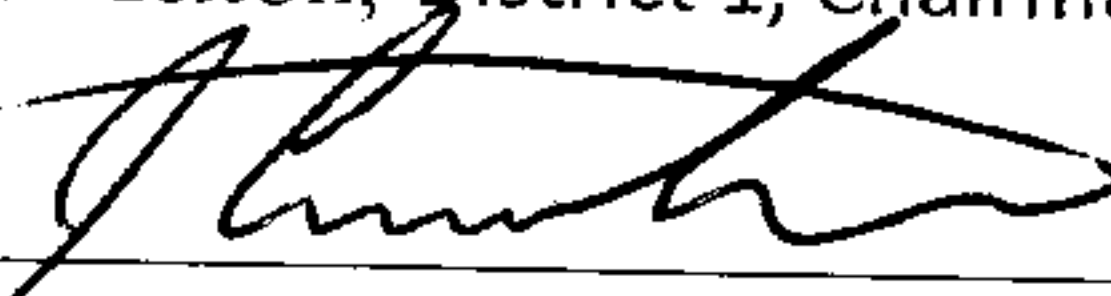
RESOLUTION

Adopted a resolution regarding Inca Homeless Shelter Emergency Solutions Grant

APPROVED this 6 day of May 2019



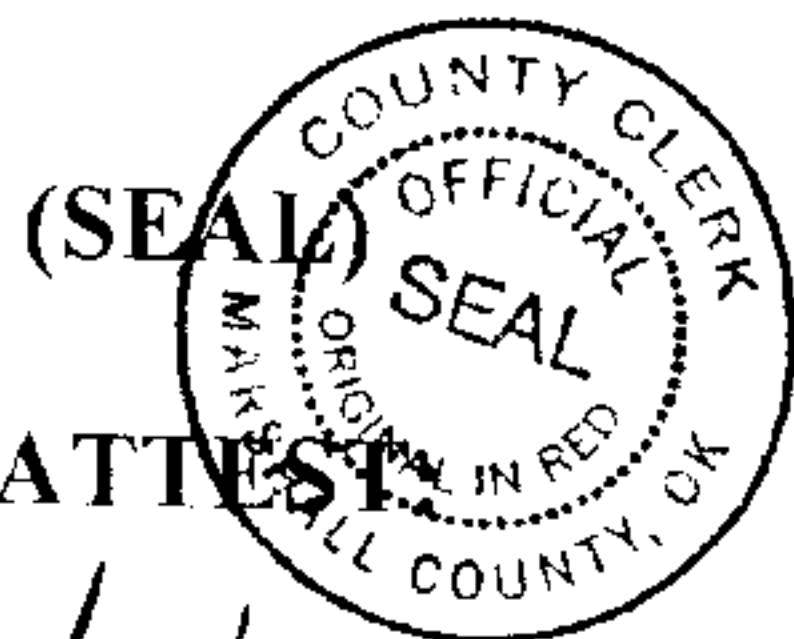
Don R. Melton, District 1, Chairman



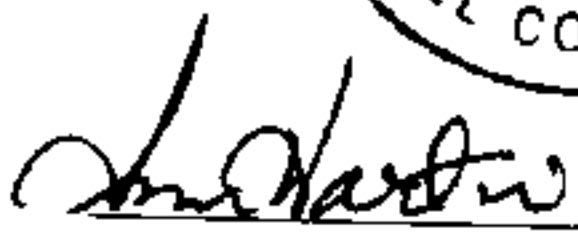
Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member



ATTEST



Ann Hartin, County Clerk

FY2018-19 mah

C

RESOLUTION

Emergency Solutions Grant

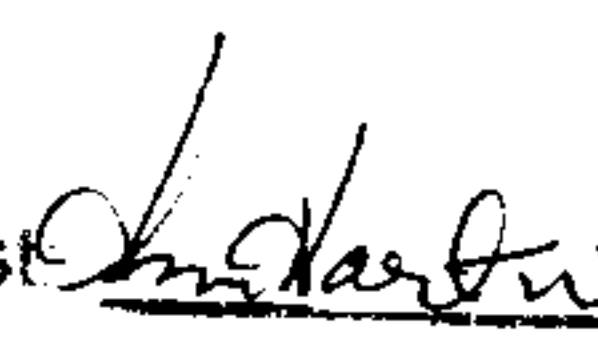
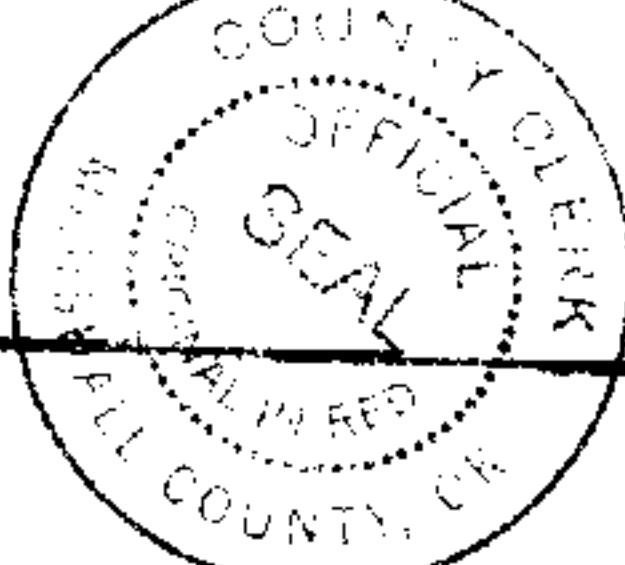
Whereas: Marshall County Board of Commissions see a need for emergency shelter activities for homeless individuals; and

Whereas: It is a goal of INCA Community Services to provide homeless prevention and rapid rehousing to individuals who are currently homeless or who might become homeless within Marshall County;

Now, Therefore Be It Resolved, that the Marshall County Board of Commissioners is concerned about the homeless individuals or formerly homeless individual support the emergency shelter activities proposed by INCA Community Services Inc. which are to be located in Marshall County.

Passed and approved on 16 day of May, 2019.


Chairman

Attest 


Board of Marshall County Commissioners

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Present: Don Melton, Josh Cantrell, Chris Duroy
Absent:

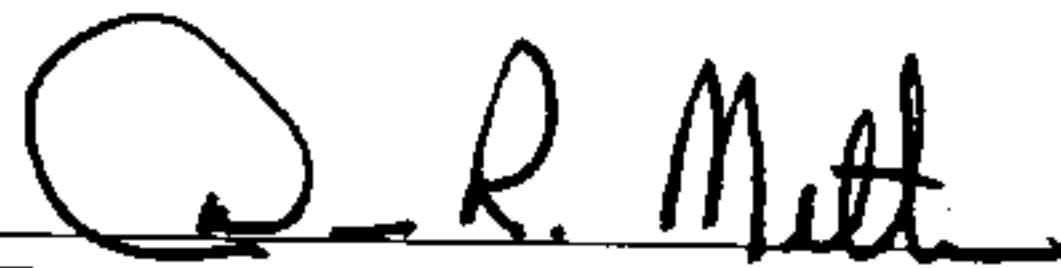
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Chris Duroy, seconded by Commissioner Josh Cantrell, said Resolution was adopted.

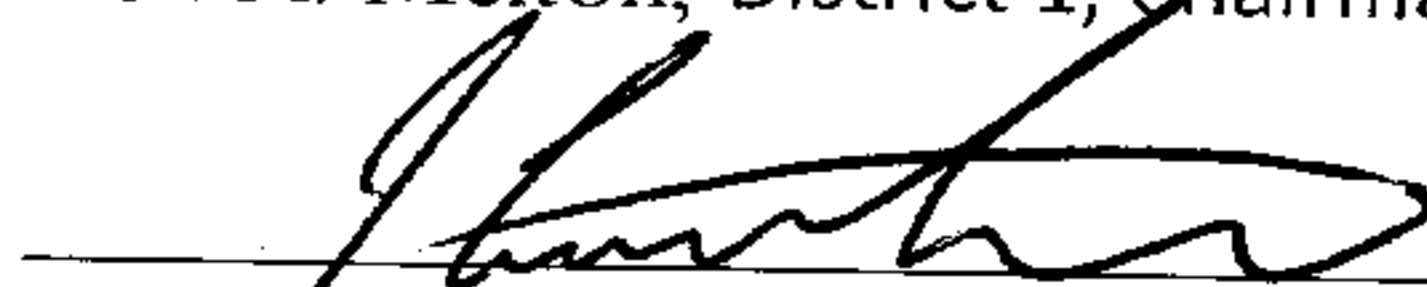
RESOLUTION

Adopted a resolution regarding contract for services with TASC for Oil & Gas and Cell Tower revaluations

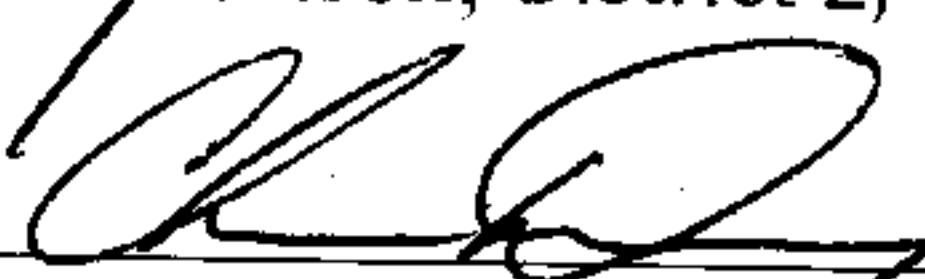
APPROVED this 6 day of May 2019



Don R. Melton, District 1, Chairman



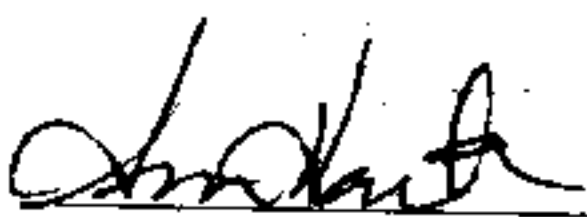
Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk
FY2018-19 mah

D



CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into by and between Marshall County Assessor's Office, a political subdivision of the State of Oklahoma, by and through its BOARD OF COUNTY COMMISSIONERS ("County") and Total Assessment Solutions Corp. ("TASC") an Arkansas Corporation, of Glenwood, Arkansas.

FOR AND IN CONSIDERATION of their mutual undertakings and of the mutual promises and covenants contained herein, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Section A: Duties of TASC

- I. TASC agrees to provide the following services for all prior year drilled and producing oil & gas wells, gas plants and/or compressors stations installed from January 1, 2018 thru December 31, 2018 where access is allowed. "The Well List" provided by TASC all other information will be provided by and/or obtained from County filings and/or permits from Assessor, County Clerk and County Commissioner's office.
 - A. GPS the following items with an accuracy rate of within one meter;
 1. Well bores
 2. Compressors
 3. Gas Meters
 4. Pipeline Marker or Crossings
 5. Gas Plants & Compressor Station Sites
 - B. Map, Inspect, Photograph and List and/or inventory oil & gas wells in the following manner:
 1. Well Bores
 - a. Operator name,
 - b. Lease or Location Name
 - c. Legal Description
 - d. Equipment list shall include if obtainable;
 - i. Size
 - ii. Type
 - iii. Make and/or model
 - iv. Any other pertinent information listed on equipment
 2. Compressors, Compressor Stations and Gas Plants
 - a. Operator name
 - b. Lease or Location Name
 - c. Legal Description
 - d. List shall include if obtainable;
 - i. Compressor make and model
 - ii. Engine make and model
 - iii. Manufactured Date
 - iv. Serial number
 3. Gas Meters
 - a. Operator name,
 - b. Lease or Location Name
 - c. Legal Description
 - d. List shall include if obtainable;
 - i. Make and/or model
 - ii. Serial Number
 - iii. Size
 - iv. Any other pertinent information listed on equipment

- II. Value all locally assessed taxable oil & gas equipment along with any wind farm turbine equipment if applicable, cellular towers and furnish assessor with all valuations in Excel or Access digital format for each company.
- III. Provide expert testimony on behalf of the County at any or all proceedings on values determined during the service agreement and/or as needed by the County at all District Court or Administrative Hearing Proceedings.
- IV. Provide a dxf or shp file to import into county's existing mapping system, displaying GPS points and associated attributes collected at the time of inspection and described above.
- V. Provide equipment listing in Microsoft Excel and Access format along with all digital photographs of properties inspected and/or reviewed.
- VI. Assist the County Assessor's Office in mapping and appraising pipelines throughout County based on information supplied to the County Assessor's Office from pipeline companies and any other reliable source of information.
- VII. Provide map layer file with all pipeline segments mapped displaying when available pipeline size, type, year, line number, product, owner, operator or any other data obtained to import in County GIS System or Mapping System.

Section B: Terms and Payment

- I. **Contract Price:** As compensation for the stated services, County agrees to pay Total Assessment Solutions Corp. the sum of fifteen thousand dollars (\$15,000.00).
- II. **Payment:** The above stated contract price shall be payable in one lump sum payment as follows:
August 1, 2019 – Fifteen Thousand Dollars (\$15,000.00)
- III. **Term:** The term of this contract shall be from July 1, 2019, and/or date of execution until June 30, 2020.
- IV. **Funding:** Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the County under the terms of this contract will be available only as appropriated on a fiscal year-to fiscal year basis by properly constituted legal authority. In the event that the County determines that sufficient funds have not been appropriated to make the payments required under the terms of this contract, the obligations of the County under this contract shall terminate. In such event, the County shall give prompt written notice of termination to TASC.
- V. **Termination:** County may terminate at any time with a 30 day notification letter. Final payment will be prorated according to the percent of the current phase of the project completed and approval of the County Assessor.

Section C: Warranties and Representations of TASC

Notwithstanding anything to the contrary contained in this agreement, County and TASC agree and acknowledge that County is entering into this agreement in reliance on TASC's special and unique abilities and experience with respect to performing the services provided in this Contract. TASC accepts the relationship of trust and confidence established between it and the County by this agreement. TASC covenants with County to use its best efforts, skill, judgment, and abilities to perform the services and to further the interests of the County, and in accordance with the highest professional standards. TASC further

represents, covenants and agrees that there are no obligations, commitments or impediments of any kind applicable to TASC that will limit or prevent performance of the services.

All of the services to be furnished by TASC under or pursuant to this agreement shall be of the standard and quality which prevail among such professionals of knowledge skills and experience engaged in practice throughout the United States under the same or similar circumstances involving a project and services such as are described in the contract.

All of the material warranties and representation made by officers, agents and/or representatives of TASC are true and correct and that they have been made in anticipation of the County's reliance upon the truthfulness of them.

IN WITNESS WHEREOF, we set our hands and seal this 6 day of May 2019.

BOARD OF COUNTY COMMISSIONER'S

[Signature]
[Signature]
[Signature]

Mark Reynolds, Jr.

FOR THE FIRM

Debbie Crossdale
COUNTY ASSESSOR



[Signature]
COUNTY CLERK

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Absent:

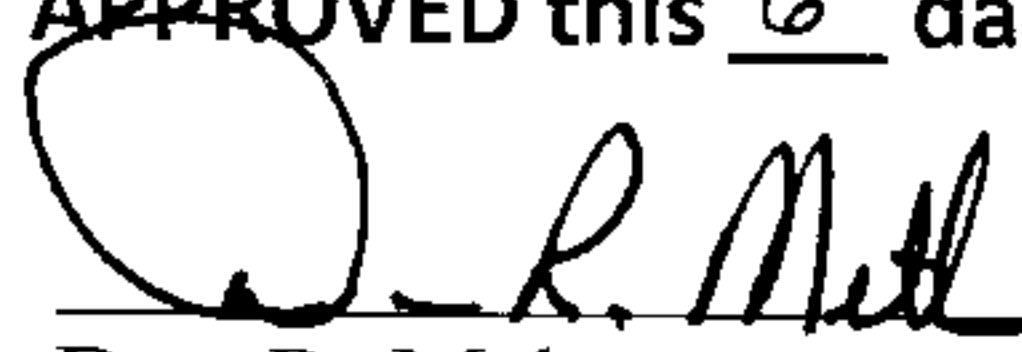
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Josh Cantrell, seconded by Commissioner Chris Duroy, said Resolution was adopted.

RESOLUTION

Adopted a resolution regarding the Cooperative Agreement with USDA-APHIS Wildlife Services

APPROVED this 6 day of MAY 2019



Don R. Melton, District 1, Chairman



Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member



Ann Hartin, County Clerk
FY2018-19/mah

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COOPERATIVE AGREEMENT
USDA-APHIS WILDLIFE SERVICES
AND
Marshall County Board of Commissioners

In accordance with 2 O.S. § 12-1, 29 O.S. § 5-201.1, 5-502, and 63 O.S. § 123.8, the Wildlife Services Division of the USDA-APHIS located at P.O. Box 36295 Oklahoma City, Oklahoma 73136, is authorized to conduct and enter into cooperative agreements for wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by ODAFF, WS, or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S. § 12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The Cooperator shall provide funds as outlined in the supplement to this cooperative agreement
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 U.S.C. § 252).
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including but not limited to eggs, nest, or other items ancillary to the wildlife species, shall be property of the cooperative Oklahoma Wildlife Services Program.
7. This Agreement and any continuation thereof shall be contingent upon availability of appropriated or cooperative funds. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the agency making the funds available. No provision of this agreement shall be interpreted to

require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.

DURATION:

This Agreement shall be valid and in effect only after it is signed and dated, and shall not be valid past June 30, 2020.

TERMINATION AND AMENDMENTS:

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by USDA/APHIS/WS and the Cooperator. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party.

COMPLIANCE :

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY:

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

SEVEN YEAR RECORD RETENTION POLICY

Cooperator agrees to retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

ADDITIONAL TERMS AND CONDITIONS:

Any and all tort claims by the Cooperator against WS shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

STATEMENT OF WORK AND REIMBURSEMENT:

The Cooperator agrees to provide funds in the amount of \$ 2,400 as their contribution to the cooperative Wildlife Services program for the period to be utilized for the purpose outlined below:

To partially supplement costs incurred, to include salary, vehicle, travel, and equipment for Wildlife Specialist(s) conducting wildlife damage management activities.

Description of work:

The cooperative Wildlife Services Program agrees to furnish supervision of the project and terms as outlined in the Cooperative Agreement.

Points of contact for the administration of this support agreement are as follows:

- a. Scott Alls, Director , USDA/APHIS/ WS Ok
- b. P.O. Box 36295, OKC, OK 73136 (405) 521-4039
scott.a.alls@aphis.usda.gov

AGREED AND EFFECTIVE as of the date of the latter signature below.

Date 5-4 , 2019

Cooperator/County Representative



Date _____ , 20 ____

USDA-APHIS WILDLIFE SERVICES OK

Scott Alls, WS State Director Oklahoma

INVOICE
(SE)

USDA-APHIS WILDLIFE SERVICES DIVISION
P.O. BOX 36295
OKLAHOMA CITY, OKLAHOMA 73136

April 16, 2019

TO: MARSHALL COUNTY BOARD OF COMMISSIONERS
MARSHALL COUNTY COURTHOUSE
100 Plaza Room 106
MADILL, OK 73446

DATE	DESCRIPTION	RATE	DUE
7/1/2019 to 6/30/2020	Marshall County's portion of expenditures for Predator and Rodent Services within agreement for FY 2020. 12 Months	\$200.00	\$2400.00
	Balance Due		\$2400.00

Make Checks Payable To: USDA-APHIS WILDLIFE SERVICES

RETURN PAYMENT TO: USDA-APHIS-WILDLIFE SERVICES
P.O. BOX 36295
OKLAHOMA CITY, OK 73136

Scott Alls, State Dir.

Invmarshall20.doc

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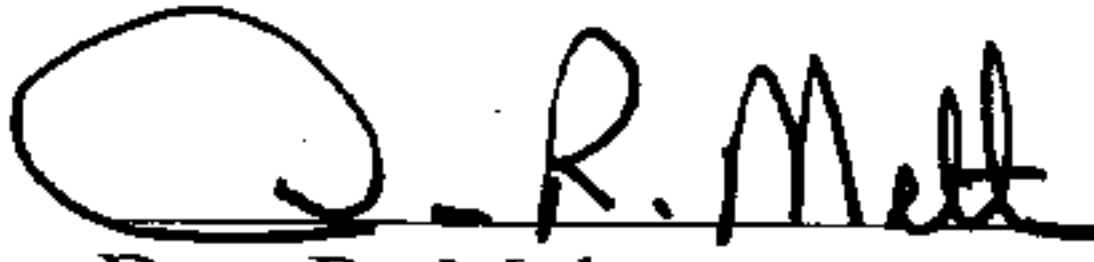
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Chris Duroy, seconded by Commissioner Josh Cantrell, said Resolution was adopted.

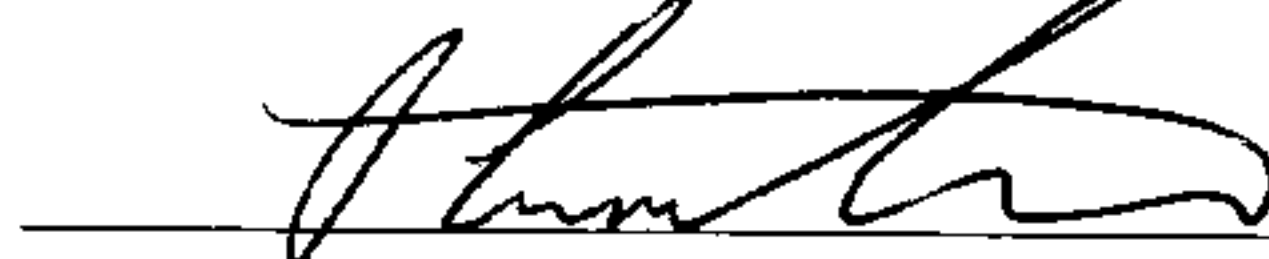
RESOLUTION

Adopted a resolution regarding the bid for Tri-City Volunteer Fire Department Wildlands ATV unit
Casco

APPROVED this 6 day of MAY 2019



Don R. Melton, District 1, Chairman



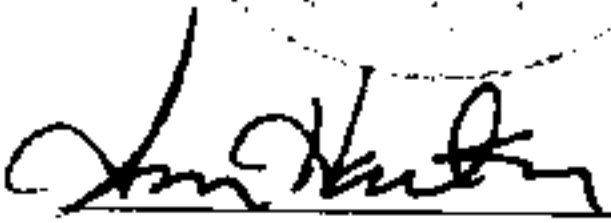
Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk

FY 2018-19 mah

G

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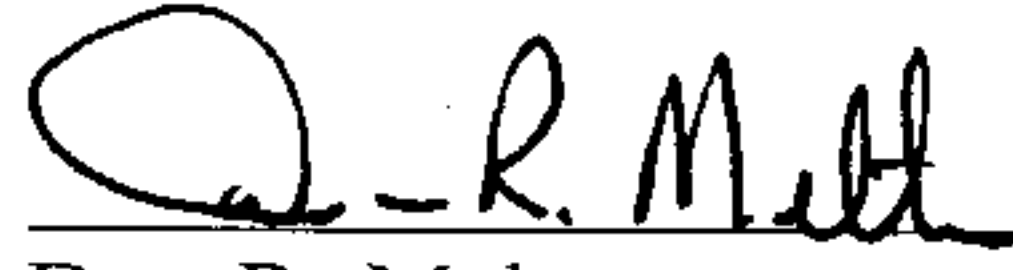
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Josh Cantrell, seconded by Commissioner Chris Duroy, said Resolution was adopted.

RESOLUTION

Adopted a resolution regarding Minutes from the previous meeting(s)

APPROVED this 6 day of May 2019



Don R. Melton, District 1, Chairman



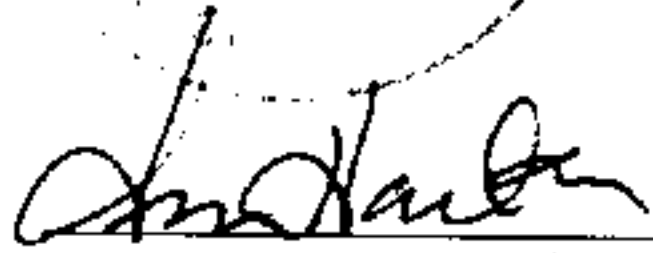
Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk

FY 2018-19 mah

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Don Melton, Chairman
Josh Cantrell, Vice Chairman
Chris Duroy, Member

3-18-2019

The Marshall County Board of County Commissioners met in a regular meeting. Don Melton and Josh Cantrell were present, along with Ann Hartin, Danny Cryer, Debbie Croasdale, Robert Chaney, Laura Larkin and Tim Littell. Chris Duroy was absent. Don Melton called the meeting to order, established a quorum was present and led the Pledge of Allegiance. Josh Cantrell made a motion to accept the resignation letter of Bill Macon from the EMS Board of Directors, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to approve the purchase of a used 2015 Ford F550 from Woody Motor Company for \$29,795.00 for the Buncombe Creek Volunteer Fire Department, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to table action on advertising for bids until a representative of Tri-City Volunteer Fire Department came, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to all Troy and Banks to review the County's utility and telecom accounts for possible refunds, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to approve a letter regarding a building code waiver for Marina Del Rey, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to approve District #3 to purchase a new belly-dump trailer off State Contract to Irwin Trailer in the amount of \$30,350.00, seconded by Don Melton. All voted aye. Don Melton made a motion for District #2 to advertise for bids on the low water crossing of Dancing Rabbit Road, seconded by Josh Cantrell. All voted aye. Josh Cantrell made a motion to reimburse \$240.00 from General Fund to D3 account for District #3, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to approve blanket purchase orders, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to approve payment of mid-month purchase order, seconded by Don Melton. All voted aye. Josh Cantrell made a motion to return to possible bid item for Try-City Volunteer Fire Department, seconded by Don Melton. All voted aye. Josh Cantrell made a motion for advertising on bids for Tri-City Volunteer Fire Department for a Wildland ATV Skid Unit, seconded by Don Melton. All voted aye. There was no other business. Josh Cantrell made a motion to adjourn, seconded by Don Melton. All voted aye.

3-25-2019

The Board of County Commissioners met in a regular meeting. All members were present along with Gloria Salazar and Tina Firquain. Don Melton called the meeting to order, established a quorum was present and led the Pledge of Allegiance. Chris Duroy made a motion to waive the rental fee of the Expo Center for the Marshall County museum's quarterly meetings, seconded by Josh Cantrell. All voted aye. Josh Cantrell made a motion to approve the Tri-City purchase off State Contract #SW194 one John Deere VUU835M ATV, seconded by Chris Duroy. All voted aye. Josh Cantrell made a motion to approve free dump dates of April 9th – 13th, seconded by Chris Duroy. All voted aye. Josh Cantrell made a motion to approve payroll for county employees, seconded by Chris Duroy. All voted aye. Josh Cantrell made a motion to adjourn, seconded by Chris Duroy. All voted aye.

4-1-2019

The Board of County Commissioners met in a regular meeting. All members were present along with Ann Hartin, Laura Larkin, Tina Firquain, Robert Holliday, Robert Chaney, Wanda Pearce, Daniel Nixon, Danny Cryer, and Rebecca Perkinson. Don Melton called the meeting to order, established a quorum was present and led the Pledge of Allegiance. Chris Duroy made a motion to accept the Court Clerk's Disaster Recovery Plan, seconded by Josh Cantrell. All voted aye. Chris Duroy made a motion to table the maintenance of a private road currently addressed as Stepp road, seconded by Josh Cantrell. All voted aye. Josh Cantrell made a motion of no action on the closing, blocking, and/or gating of a road in section 22, township 7 south, range 4 east, seconded by Chris Duory. All voted aye. Josh Cantrell made a motion to approve a claim from Pinnacle Consulting for Joe Johnson Road bridge project (EW203) J/P 28623(04), seconded by Chris Duroy. All voted aye. Josh Cantrell made a motion advertise for bids on the low water crossing of Dancing Rabbit road, seconded by Chris Duroy. All voted aye. Chris Duroy made a motion to approve minutes from previous meetings, seconded by Josh Cantrell. All voted aye. Josh Cantrell made a motion to approve blanket purchase orders, seconded by Chris Duroy. All voted aye. Chris Duroy made a motion to approve monthly reports from offices, seconded by Josh Cantrell. All voted aye. Chris Duroy made a motion to approve monthly appropriations, seconded by Josh Cantrell. All voted aye. The Board allocated alcoholic beverage tax: Madill \$4450.16, Kingston \$1889.84, and Oakland \$1247.70. There was no other business. Josh Cantrell made a motion to adjourn, seconded by Chris Duroy. All voted aye.

Don Melton, Chairman

Ann Hartin, Secretary

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Present: Don Melton, Josh Cantrell, Chris Duroy
Absent:


(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Josh Cantrell, seconded by Commissioner Chris Duroy, said Resolution was adopted.

RESOLUTION

Adopted a resolution regarding Blanket Purchase Orders

APPROVED this 6 day of May 2019

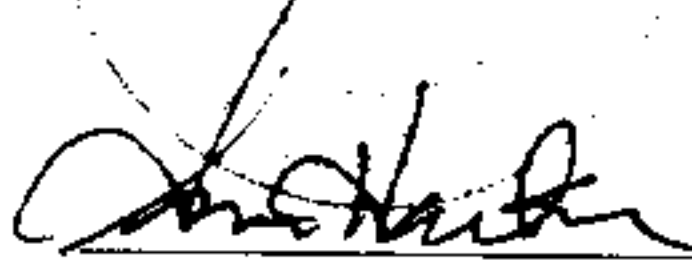

Don R. Melton, District 1, Chairman


Josh Cantrell, District 2, Vice-Chairman


Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk
FY2018-19 mah

J

Board of Marshall County Commissioners

100 Plaza, Room 106
Madill, OK 73446
Phone 580-795-3165 Fax 580-795-3167
Email: marshallcount yok@yahoo.com

Don "Salty" Melton - District 1
580-795-2793

Josh Cantrell - District 2
580-795-5222

Chris Duroy - District 3
580-564-2119

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Present: Don Melton, Josh Cantrell, Chris Duroy
Absent:

(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Chris Duroy, seconded by Commissioner Josh Cantrell, said Resolution was adopted.

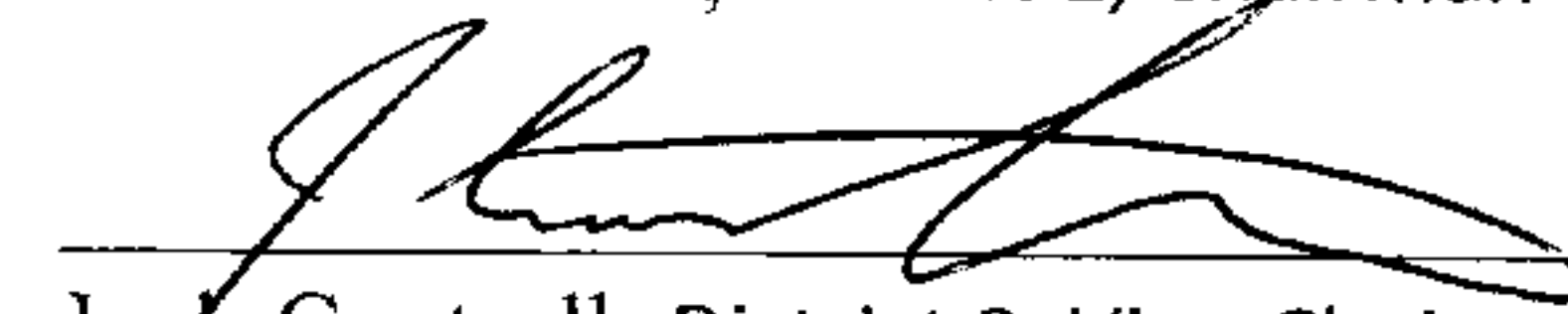
RESOLUTION

Adopted a resolution regarding Monthly Reports from offices and departments

APPROVED this 6 day of May 2019



Don R. Melton, District 1, Chairman



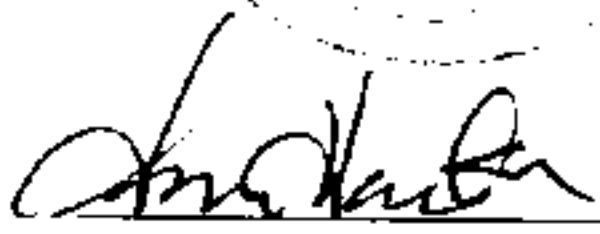
Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk
FY2018-19 mah

K

Board of Marshall County Commissioners

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Absent:

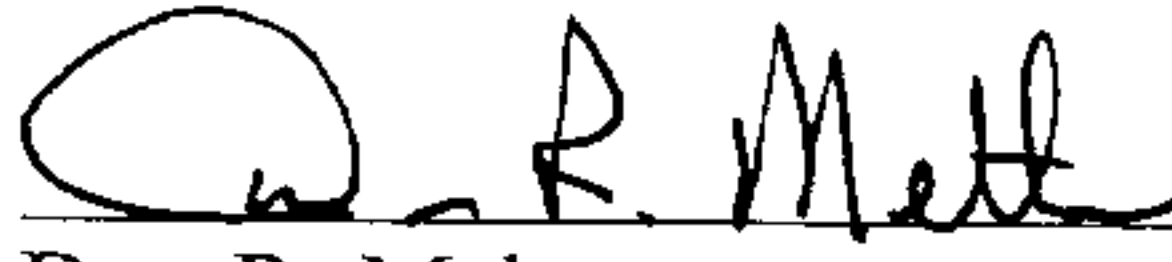
(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Commissioner Josh Cantrell, seconded by Commissioner Chris Duroy, said Resolution was adopted.

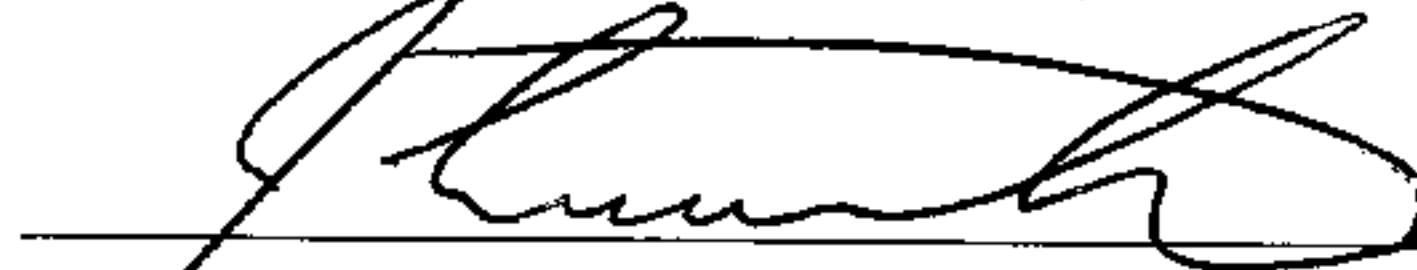
RESOLUTION

Adopted a resolution regarding Monthly Appropriations

APPROVED this 6 day of May 2019



Don R. Melton, District 1, Chairman



Josh Cantrell, District 2, Vice-Chairman



Chris Duroy, District 3, Member

(SEAL)

ATTEST:



Ann Hartin, County Clerk
FY2018-19 mah

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