OPINION OF COUNSEL

AS IN REFERENCE TO LEASE PURCHASE OF EQUIPMENT – DATED: August 24th, 2026

The following equipment was purchased through OMES CENTRAL PURCHASING ACT TITLE 74 CONTRACT SW35T:

2026 MACK TRUCK – VIN 1M2MDBAA0TS077951 – DISTRICT 1

1 – I approve this Lease as to Form:
O.S.A.&I. 120b – As required by Title 19 Oklahoma State Statutes Section 1505
Amortization Schedule – As required by Paragraph II. 120b
Assignment of Lease – As authorized by Paragraph XIII, 120b
IRS Exemption Certificate – As required by the IRS to show sale to a Government Agency.
Loan Application as required by Security National Bank, Enid, OK

2 – To my knowledge, there are no suits, proceedings or investigations pending against or affecting Lessee which would have a material adverse effect on the transaction contemplated in the Lease or the ability of the Lessee to perform its obligations under the Lease.

3 – Purchases by Muskogee County, Oklahoma, are not subject to state or federal taxes.

Signature of Counsel _____

E-MAILED
8/24 8:56
Brian Crystal

MUSKOGEE County, Oklahoma

LEASE PURCHASE AGREEMENT FOR EQUIPMENT
O. S. A. & I 120b (2017)

This agreement is made on this 24TH day of August, 2026 by and between the Board of County Commissioners of Muskogee County, Oklahoma, designated throughout this agreement as the Lessee, and Bruckner's Truck & Equipment, designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions set forth in this agreement, the Lessor leases to the Lessee the following described equipment, all of which shall be designated throughout this instrument as the "Equipment":

Quantity	Make/Model Description	Unit Price	Lease Purchase Price
ONE (1)	2026 MACK TRUCK – VIN 1M2MDBAA0TS077951 Purchased through OMES Central Purchasing ACT Title 74 – SW35T	$ 129,241.00	$ 149,158.38

II. Payment of Lease Installments

In consideration of the agreement by the Lessor to Lease Purchase the Equipment, the Lessee promises to pay to the Lessor, for the Equipment, the sum of $2,071.65 per month (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew

The Lessee is hereby granted 5 successive options to renew this lease for additional terms not to exceed one fiscal year each, plus one final option to renew this lease for a period of 2 months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee. The exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the term of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to the Equipment until the final payment is made.

VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of Lessee's intent to purchase accompanied by a single, final payment of the then remaining balance due (see attached amortization schedule). (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, described fully, in the space provided, the manner in which such reduction shall be computed. If additional space is necessary, attach a written schedule of purchase option prices, which shall be incorporated in the terms of this agreement by reference). In the event the Lessee shall exercise any option to purchase the equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the equipment purchased under the terms of this agreement.

VII. Delivery and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and, in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten (10) days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise and settlement. The Lessor shall have the right to enter into negotiations for all effect a compromise or settlement of such patent action, but no such comprise or settlement shall be binding upon Lessee liability arising from any patent suit such as is described above. In the event any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then **the Lessor shall at its sole option and at the Lessor's expense:**

1. Obtain for the Lessee the right to continue to use the Equipment:
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer Infringes any provision of patent law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year-to-fiscal year basic by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may with prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or equipment, the Lessee assumes all risk and liability for and shall hold the Lessor and its assigns harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provision of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. **Choice of Law**

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District court in and for Muskogee County, State of Oklahoma.

Board of County Commissioners at:
Muskogee County

X _____, **Commissioner**

X _____, **Commissioner**

X _____, **Commissioner**

X _____
ATTEST – COUNTY CLERK

COUNTY OF MUSKOGEE
STATE OF OKLAHOMA

For the Lessor:
Bruckner Truck Sales, Inc.

By: X_ Ken Schmitz
Title: Oklahoma Government Coordinator

← SIGN HERE