

IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA


THE BOARD OF COUNTY )  
COMMISSIONERS OF THE COUNTY )  
OF PITTSBURG COUNTY, )  
OKLAHOMA )

Plaintiff;

v. )

CHRISTOPHER MORRIS, )  
PITTSBURG COUNTY SHERIFF, )  
Defendant, )

Case No. CV 2024-89

BY  )  
PAM SMITH )

2024 MAY 22 PM 4:05

FILED  
IN DISTRICT COURT  
PITTSBURG COUNTY, OKLA

**AMENDED ACCUSATION FOR REMOVAL OF SHERIFF OF PITTSBURG COUNTY,  
CHRISTOPHER MORRIS, BY THE PITTSBURG COUNTY BOARD OF COUNTY  
COMMISSIONERS**

COMES NOW the Board of County Commissioners of the County of Pittsburg, State of Oklahoma, (hereinafter "Board") does hereby state for its Petition/Application for Removal of Sheriff of Pittsburg County, Christopher Morrison, pursuant to 22 O.S. § 1181 *et seq.*, specifically 22 O.S. § 1194, the following information and accusations:

1. The Board of County Commissioners of the County of Pittsburg County, Oklahoma, ("Board") has the authority to bring this action for the removal of a county officer. 22 O.S. §§ 1181, 1194.
2. The county officer being charged with information and accusations constituting the basis for removal from office is the Pittsburg County Sheriff, Christopher Morris. ("Defendant"). 22 O.S. §§ 1181, 1194.
3. The Board is authorized to make a petition/accusation, to this Court, presenting the accusations for removal of a county officer. Exclusive jurisdiction rests with the district court. Any officer to any county office under the laws of the state may, in the manner provided in this 22 O.S. § 1181 *et seq.* be removed from office for any of the following causes listed in said statute, namely and applicable here are: (1) Habitual or willful neglect of duty; (2) Corruption in Office, and (3) Willful Maladministration.
4. Defendant Christopher Morris' acts were contrary to a known duty, were inexcusably reckless in performing/failing to perform official duties; all of which constitute willful maladministration:

- a. Violation of 19 O.S. §510 - Defendant Morris has willfully neglected the duties of his office by failing to prevent crime, to wit: Defendant Morris misrepresented the condition of a Polaris UTV to Vicars Powersports to obtain a higher trade in value for his personally owned vehicle; to wit: Defendant admitted to OSBI agents that he removed the lift kit and certain accessories which added value to the UTV. *See attached affidavit, Exhibit 1.*
  - b. Violation of 19 O.S. §510 - Defendant Morris has willfully neglected the duties of his office by failing to prevent crime, to wit: Defendant lied to agents with the Oklahoma State Bureau of Investigation by representing that the UTV was worth the trade-in value he received due to a lift kit and other accessories he had added to the Polaris UTV. Defendant made this representation to the OSBI, knowing that on November 7, 2023, previous to negotiating the trade-in, Defendant had an employee of Advantage Truck and Auto remove the lift kit.
  - c. Violation of 19 O.S. §510 - Defendant Morris has willfully neglected the duties of his office by failing to prevent crime, to wit: Defendant knew or should have known that the County Clerk, acting as purchasing agent on behalf of the Sheriff's Office, could not purchase a vehicle on a state contract that was designated as "used." Defendant unlawfully caused the County Clerk to purchase a Polaris UTV vehicle that the Sheriff had previously owned personally.
5. Defendant Christopher Morris' acts constitute an unlawful and wrongful use of his public office to procure a benefit for himself, contrary to a known duty, and such acts constitute corruption in office:
- a. Violation of 21 O.S. § 341- Defendant Morris has acted contrary to the duties of his office by unlawfully engaging in Embezzlement of State Property, in an effort to procure a benefit for himself. *See filed Information, Exhibit 2.*
  - b. Violation of 21 O.S. § 382 – Defendant Morris has acted contrary to the duties of his office by unlawfully Asking for / Receiving a Bribe in an effort to procure a benefit for himself. Defendant Morris asked Advantage Truck and Auto to "upcharge" repair charges on two Pittsburg County Sheriff vehicles in order to receive a discount for a lift kit on his personally owned Polaris UTV. *See Affidavit, Exhibit 3.*
  - c. Violation of 21 O.S. § 382 – Defendant Morris has acted contrary to the duties of his office by unlawfully Asking for / Receiving a Bribe in an effort to procure a benefit for himself. Defendant Morris received free repairs on his personally owned Toyota 4 Runner from McAlester Auto Collision in return for his promise to bring them more future business in repairing Pittsburg County Sheriff vehicles.

6. Defendant Christopher Morris has willfully and habitually, with bad or evil purpose, neglected the duties of his office by deliberately acting/failing to act contrary to known duties or acting in an inexcusably reckless manner:
  - a. Violation of 19 O.S. §510 - Defendant Morris has willfully neglected the duties of his office by failing to prevent crime, to wit: Defendant, on the 17<sup>th</sup> day of January, 2024, signed an odometer disclosure indicating a false odometer reading of 22 miles. On the 30<sup>th</sup> day of January, 2024, title work transferring the Polaris ownership from Vicars Powersports to Pittsburg County indicated a false odometer reading of 280 miles. Documentation from the warranty repair in September 2023, when the Defendant still owned the Polaris UTV, listed the mileage as 404 miles. The UTV was observed to have 695 miles on February 1, 2024.
7. Board respectfully requests that this Court issue an Order immediately suspending Sheriff Christopher Morris from office pending further investigation and until the trial of this matter.
8. Board reserves the right to amend this Petition/Application to assert additional grounds for the removal from office of Defendant Christopher Morris as this investigation is continuing and ongoing.

WHEREFORE, the Board requests Christopher Morris, Pittsburg County Sheriff, be (1) immediately suspended from office pending the investigation and conclusion of the trial of this matter, (2) be removed from office for willful or habitual neglect of duties, (3) be removed for corruption in office, and (4) be removed from office for willful maladministration, and (5) that this matter be set on the first day of the Court's next available date of jury docket. Summons and Service will be issued on Defendant according to the law.



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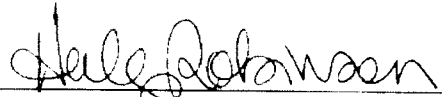
JACK THORP  
District Attorney - District 27  
307 East Cherokee  
Wagoner, OK 74467  
(918) 485-2119

**Attorney for Pittsburg Co. Board of  
Commissioners**

CERTIFICATE OF SERVICE

I hereby certify that on the 22<sup>nd</sup> day of May, 2024, I caused a copy of the above Amended Accusation of Removal to be served via email on below counsel for Christopher Morris:

Jeremy Beaver  
Gotcher & Beaver Law Firm  
P.O. Box 160  
323 E. Carl Albert Parkway  
McAlester, Oklahoma 74501  
JEREMY@GOTCHER-BEAVER.COM

  
DALE ROBINSON  
OFFICE OF THE DISTRICT ATTORNEY

IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA

State of Oklahoma

Plaintiff.

vs.

Christopher Wayne Morris D.O.B: 04/1974

SSN: xxx-xx-4861, FBI No:632321AD4

Defendant

Case No CF-24-156

AFFIDAVIT

Time of Arrest: Warrant Request

The undersigned upon oath deposes and states as follows, to wit:

Your Affiant is a certified peace officer employed as a Special Agent with the Oklahoma State Bureau of Investigation (OSBI), State of Oklahoma. That between the dates of November 10, 2023 and January 30, 2024, at 1904 S. Main Street McAlester, OK and other locations within, Pittsburg County, Oklahoma,

The undersigned further states as follows:

On December 22, 2023, Pittsburg County District Attorney Charles Sullivan requested Oklahoma State Bureau of Investigation (OSBI) investigative assistance with an Embezzlement. Sullivan had received information from Pittsburg County Clerk Hope Trammell that Pittsburg County Sheriff Christopher Morris purchased a 2023 Polaris utility vehicle for his personal use and had later traded the Polaris for a different ATV. Morris then purchased the Polaris for the Pittsburg County Sheriff's Office. When the Polaris was purchased by the Sheriff's Office it was represented as a new vehicle to county officials to bypass state bidding requirements. An OSBI investigation was opened and assigned to Special Agent Mark Drummond.

Drummond and OSBI Special Agent Adam York interviewed Pittsburg County Clerk Hope Trammell. Trammell had reviewed the Sheriff's Office purchase order request for the Polaris and noted that the invoice from Vicars Powersports indicated that the vehicle was used. The purchase order request from Morris requested to purchase the vehicle using the state contract process that required the vehicle or equipment being purchased to be in new condition.

Trammell contacted Montana Bills from Vicars Powersports and informed him that the vehicle had to be in new condition. Bills informed Trammell that he would have to check on the vehicle condition. Bills responded by email and attached an invoice for the new Can Am utility vehicle Morris was purchasing and not the Polaris. Trammell contacted Bills again and he then sent a new invoice for the Polaris indicating that it was a "new" vehicle. Trammell noted that the sales price for the Can Am Morris was purchasing for himself and the sales price for the Polaris to Pittsburg County were exactly the same price on each invoice. Trammell completed the purchase process believing the vehicle was new. When Trammell later learned the Polaris was actually a used vehicle that had personally been owned by Morris, she reported her findings to the District Attorney.

Drummond and York interviewed Pittsburg County Sheriff's Dispatcher Loyd London III. London reported that he had personally been told by Morris that he [Morris] didn't like his Polaris side by side because it had already broken down and he needed to find a way to get out from under it.

Morris told London that he wanted to purchase a Can-Am but Vicars Powersports had only offered him \$26,000 trade value on the Polaris. A few weeks later Morris had purchased the Polaris for the Sheriff's Office and received the new Can-Am.

Drummond researched the title history on the Polaris and found that Morris had purchased the vehicle new in August 2023 from Vicars Powersports with a purchase price of \$29,772.03. The Polaris had been registered to Morris and a lien had been placed on the vehicle by FirstBank. Morris remained the registered owner of the Polaris until January 17, 2024 even though Pittsburg County had tendered a check to Vicars Powersports on December 4, 2023.

On January 17, 2024, Vicars Powersports submitted documentation to the state of Oklahoma to change the registered owner of the Polaris from Morris to Vicars Powersports. The documents submitted included the signed title, an application for title, an odometer disclosure statement, a lien release from FirstBank, and a Declaration of Vehicle Purchase Price document. The title was signed by both Vicars and Morris and the odometer section was left blank. The odometer disclosure statement was signed by Morris and Vicars and indicated a false odometer reading of 22 miles. All documents were dated January 17, 2024.

When the title work transferring the Polaris ownership from Vicars Powersports to Pittsburg County was completed on January 30, 2024 the mileage listed on the title was falsely listed as 280 miles. Documentation from the warranty repair in September 2023 listed the mileage as 404 miles, and Drummond observed the vehicle had 695 miles on February 1, 2024. The title was also backdated to show a sale date of November 10, 2023.

On March 5, 2024, York obtained documents from Polaris Inc. related to Morris' initial purchase of the Polaris and subsequent warranty repairs. Included in the documentation was Polaris Inc. invoice to Vicars Powersports for the dealership purchase of the Polaris. Vicars purchased the Polaris for \$28,952 and the manufacturers suggested retail price (MSRP) was \$30,799 when the vehicle was new. Vicars sold the used Polaris to Pittsburg County for \$31,099, a price that was more than the original MSRP.

During the course of the investigation Drummond obtained records from FirstBank regarding the loan on the Polaris. Morris had personally purchased and taken out a loan on the Polaris in August 2023. The payoff of the loan for the Polaris was in the amount of \$28,568.38 and the loan was satisfied in December 2023 by a new loan on a Can-Am utility vehicle at First Family Federal Credit Union. Drummond noted that the Polaris continued to be used as collateral to secure Morris' loan for approximately six weeks after Morris began the purchasing process for the Sheriff's Office.

Drummond obtained records for the Can-Am utility vehicle from First Family Federal Credit Union (FFFCU). Drummond learned that Morris had falsely represented to bank officials that the purpose of the loan was to refinance his Can-Am that he had financed with FirstBank. Morris already had a "clear" title for the Can-Am that was registered in his name. FFFCU officials later discovered that Morris did not have a pre-existing loan on the Can-Am and the loan they had paid off was for the Polaris that Pittsburg County had purchased.

On February 1, 2024, Drummond photographed the 2023 Polaris at Metro Emergency Lifters in Midwest City, Oklahoma. Drummond observed that the vehicle had 695 miles listed on the odometer and the exterior of the vehicle was covered with scratches including damage on the tailgate. The windshield was also damaged and cracked.

On February 9, 2024, Drummond and York interviewed Morris in the presence of his attorney.

Morris admitted to purchasing the Polaris for his personal use in August 2023. After a few weeks Morris decided he was not happy with the purchase and wanted to trade it in for a 2 door Can-Am. Morris continued using the Polaris until something on the rear axle broke and was repaired under warranty. Shortly thereafter Morris made a deal with Jon Vicars to trade the Polaris in on a 2 door Can-Am. Morris claimed the Polaris was worth more money than he initially paid for it because of a lift kit and other accessories he had added. Morris provided Drummond with a estimate from Advantage Truck and Auto for some of the added accessories.

Morris denied that his purchase of the Polaris for the Sheriff's Office was part of the negotiations for him to purchase the new Can-Am. Morris claimed he did not make the decision to purchase the Polaris for the Sheriff's Office until mid-December when Vicars had called him and asked if he wanted to purchase his old Polaris for the county. Drummond knew this information was false because the initial purchase request for the county to purchase the Polaris was in November. Morris stated that Vicars Powersports had paid off the loan on the Polaris when he traded it in, and he had taken out a new loan on the Can-Am at FirstBank. Morris stated he later refinanced the Can-Am with FFFCU because they offered a better interest rate. When Drummond confronted Morris with the bank records on the refinance of the Can-Am, Morris said that someone must have made a mistake at the bank. Morris blamed the county clerk's office for having Vicars Powersports change the invoice from "used" to "new" because he knew he was purchasing a used vehicle.

On February 9, 2024 Drummond, York, and other OSBI Agents served a search warrant at Vicars Powersports. Documents related to the original purchase of the Polaris by Morris and documents related to his purchase of the Can-Am were obtained. Documents related to Morris' trade-in of the Polaris and purchase by Pittsburg County were also obtained.

During the service of the search warrant York interviewed Vicars Powersports Finance Manager, Montana Bills. Bills stated that Morris and Vicars were friends and made the deal for Morris to trade the Polaris for the Can-Am and the subsequent purchase of the Polaris by the Sheriff's Office. Bills only facilitated the paperwork based on what Vicars told him. Bills changed the Polaris invoice from "used" to "new" because he didn't know the condition of the vehicle and he was led to believe the vehicle was in like new condition. Bills stated that sometimes people return vehicles with just a few miles on the odometer and they can still be sold as new.

Drummond interviewed Jon Vicars, and he admitted to being friends with Morris. Vicars stated that he and Morris made a deal to trade the Polaris in for the Can-Am because Morris wanted a 2 door Can-Am instead of the Polaris that was a 4 door model. Vicars stated that he gave Morris more of a trade in value for the Polaris because Morris had added a lift kit, aftermarket wheels and tires, and other accessories. Vicars knew that Morris wanted to purchase the 4 door Polaris for the Sheriff's Office and they made arrangements for that purchase as well. Vicars admitted that his company holds the state contract for the purchase of Polaris utility vehicles and he knows how the bidding process works.

Drummond interviewed Cody Parker the owner of Advantage Truck and Auto. Parker sold Morris a lift kit for the Polaris and installed it in early October 2023 for a price of \$400. Morris then had Parker remove the lift kit on November 7, 2023 before the trade with Vicars was made.

Drummond conducted a follow up interview with Jon Vicars and questioned Vicars about why he would offer more money to Morris to trade in the Polaris than what Morris initially paid for the vehicle if the lift kit and aftermarket wheels had been removed. Vicars admitted that he did not know the accessories had been removed because Morris retained possession of the vehicle and never brought the vehicle back to the dealership during the trade-in. Vicars and Morris set up the trade

agreement over the phone and Vicars did not inspect the vehicle or document the mileage. The odometer reading that Vicars reported was based on what Morris had told him. If Vicars had known the accessories had been removed he would not have given Morris the same amount for the trade and would not have sold the vehicle to Pittsburg County for the price that he did.

Based on the above listed facts Drummond believes that based on the trade value received in exchange for the county's purchase of the used Polaris, and the accessories that Morris removed from the vehicle prior to the trade in, Morris defrauded the county and personally benefited from the transaction. Documentation from Polaris showed that because of Morris' actions, Vicars sold the used Polaris to Pittsburg County for more than the MSRP for when it was new. This was done so that Morris could personally purchase the new Can-Am at a reduced price. Additionally, Morris obtained a loan for the Can-Am under false pretenses by providing false information to the FFCCU. The documentation for the purchase of the Polaris and submission of false information to the FFCCU was completed through the use of email and a computer system.

Based on this information, the undersigned prays that this Honorable Court issue a finding of fact that probable cause exists to believe the crimes of Embezzlement of State Property 21 O.S. § 341, Falsely Obtaining Personal Property Cash Loan, Credit or Promissory Note 21 O.S. § 1501, Use of a Computer to Commit a Crime (Computer Crimes Act) 21 O.S. § 1953 A2, have been committed and there is probable cause to believe that the defendant above named committed the crimes.

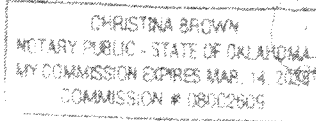
End of Report / MB

The undersigned swears and affirms that the above information is true and correct.

[Signature]  
AFFIANT-Special Agent Mark Drummond

Subscribed and sworn to before me this 13<sup>th</sup> day of February, 2020

My Commission Expires March 14, 2022



[Signature]  
NOTARY PUBLIC

I, \_\_\_\_\_, read the above Affidavit  
Judge \_\_\_\_\_ by telephone this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ at \_\_\_\_\_ Oklahoma \_\_\_\_\_, and received verbal authorization to detain the Defendant

DEPUTY SHERIFF

**FINDING OF PROBABLE CAUSE TO DETAIN**

The undersigned Judge of this Court, upon affidavit, hereby finds there (is) (is not) probable cause to detain the Defendant pending further proceedings.

DAIPD this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

11/18/20



IN THE DISTRICT COURT OF THE EIGHTEENTH JUDICIAL DISTRICT OF THE STATE OF  
OKLAHOMA SITTING IN AND FOR PITTSBURG COUNTY

THE STATE OF OKLAHOMA,

Plaintiff,

vs.

CHRISTOPHER MORRIS

ADDR: 617 Village Blvd.  
McAlester, OK 74501

DL: \*\*\*\*

SSN: \*\*\*-\*\*-\*\*\*\*

DOB: April, 1975- 1974

Case No.

CF-24-56

BY PAUL SMITH  
DEPUTY  
M

2024 MAY 14 PM 2:45

RECEIVED AND FILED  
IN DISTRICT COURT  
PITTSBURG COUNTY, OKLA

INFORMATION

FOR:

COUNT 1: EMBEZZLEMENT OF STATE PROPERTY - 21 O.S. § 341, a FELONY

STATE OF OKLAHOMA, COUNTY OF PITTSBURG:

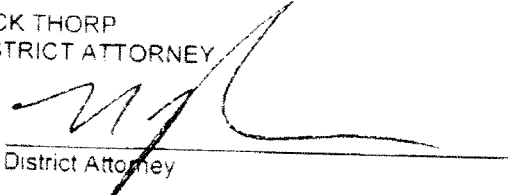
I, Jack Thorp, the undersigned District Attorney of District 27, having been appointed as conflict counsel by the Attorney General of Oklahoma, in the name and by the authority of the State of Oklahoma, give information that:

COUNT 1:

EMBEZZLEMENT OF STATE PROPERTY - IN VIOLATION OF 21 O.S. 341 - a FELONY.

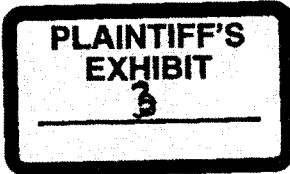
Between the 7<sup>th</sup> day of November 2023, and the 31<sup>st</sup> day of January 2024, the Defendant **Christopher Morris**, while acting as the duly elected Sheriff of Pittsburgh County, unlawfully caused the Pittsburgh County Clerk to purchase a 2023 Polaris UTV for the Sheriff's Department from Vicars Powersports knowing the vehicle to have been formally owned by the Defendant and knowing the vehicle to be a used vehicle that had been previously damaged. The State further alleges the Defendant negotiated a trade-in value of \$31,099 for the Polaris with Vicars Powersports based on his representation to them that the vehicle had added accessories, including but not limited to, a lift kit, that increased its value. The State alleges further that Defendant had previously removed these accessories from the vehicle when he negotiated both the trade-in value of the Polaris and the purchase price to be paid by the Sheriff's Department. Further, the Defendant received a direct and/or indirect interest in this transaction by obtaining a new 2024 Can Am UTV from Vicars Powersports when trading in the Polaris UTV for an inflated value and arranging for the Sheriff's Department to purchase the vehicle.

JACK THORP  
DISTRICT ATTORNEY

By:   
District Attorney

**WITNESSES ENDORSED FOR THE STATE OF OKLAHOMA**

Montana Bills, 1904 S. Main Street, McAlester, OK 74501  
Julie Bradish, 616 E. Mill Ave, McAlester, OK 74501  
Donald Dailey, 113 NW Tool Street, Canadian, OK 74425  
Starlet Dailey, 113 NW Tool Street, Canadian, OK 74425  
Gunner Davenport, 1904 S. Main Street, McAlester, OK 74501  
Mark Drummond, OSBI,  
Michael Dunlap, 1101 Hass RD, McAlester, OK 74501  
Wyatt Fowler, 1507 W. Lindsey Street, Norman, OK  
Enrique Garcia, 16641 S. Third West Ave, Glenpool, OK  
Mandy Horn, 262 Powell RD, Stuart, OK 74570  
John Jones, OSBI, OSBI, Tulsa, OK 74110  
Jason Lawless, OSBI,  
Lindsey Leblanc, 358 Hamilton RD, Eufaula, OK 74432  
Loyd London II, 1516 Pineywood Drive, McAlester, OK 74501  
Loyd London III, 1516 Pineywood Drive, McAlester, OK 74501  
James Maxey, 9444 Tannehill RD, McAlester, OK 74501  
Frankie McClendon, 115 E. Albert Pkwy #1A, McAlester, OK 74501  
Julie Padgett, 2275 State Highway 113, McAlester, OK 74501  
Zachary Patton, 2237 Alderson RD, McAlester, OK 74501  
Kristal Schoggins, 1 Butch RD, McAlester, OK 74501  
Keith Sensibaugh, 1904 S. Main Street, McAlester, OK 74501  
Dakota Snell, 1904 S. Main Street, McAlester, OK 74501  
Tanner Snow, OSBI,  
Brittany Stevens, 1203 E. Delaware Ave, McAlester, OK 74501  
Chuck Sullivan, 109 E. Albert Pkwy, McAlester, OK 74501  
Loren Trammell, 140 Country Aire Ave, McAlester, OK 74501  
Jonathan Vicars, 1904 S. Main Street, McAlester, OK 74501  
Dustin Wadsworth, 1103 Apache DR, Eufaula, OK  
Aryn Weeks, 2103 Whipponwill Drive, McAlester, OK 74501  
Jeannie Weeks, 1724 Bugstussel RD, McAlester, OK 74501  
Adam Whitney, OSBI,  
Adam York, OSBI,  
Jennifer Jones, Service Oklahoma  
Cody Parker, 1303 N. Main, McAlester, OK 74501



IN THE DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

State of Oklahoma )
Plaintiff, )
Vs. ) Case No.
Christopher Wayne Morris D.O.B: 04/1974 )
SSN: xxx-xx-4861, FBI No:632321AD4 )
Defendant. )

AFFIDAVIT

Time of Arrest: Warrant Request

The undersigned upon oath deposes and states as follows, to wit:

Your Affiant is a certified peace officer employed as a Special Agent with the Oklahoma State Bureau of Investigation (OSBI), State of Oklahoma. That between the dates of September 28, 2023 and January 30, 2024, at, 1303 N. Main Street McAlester, OK and other locations within, Pittsburg County, Oklahoma,

The undersigned further states as follows:

On December 22, 2023, Pittsburg County District Attorney CHARLES SULLIVAN requested Oklahoma State Bureau of Investigation (OSBI) investigative assistance with an Embezzlement. Sullivan had received information from Pittsburg County Clerk, Hope Trammell that Pittsburg County Sheriff Christopher Morris purchased a 2023 Polaris utility vehicle for his personal use and had later traded the Polaris for a different ATV. Morris then purchased the Polaris for the Pittsburg County Sheriff's Office (PCSO). When the Polaris was purchased by PCSO it was represented as a new vehicle to county officials to bypass state bidding requirements. An OSBI investigation was opened and assigned to Special Agent Mark Drummond.

During the course of the investigation Drummond interviewed Morris and he claimed that he received a higher trade value for his used 2023 Polaris than the price he paid when he purchased the vehicle because of accessories that he had added that included a suspension lift kit. Morris provided an estimate for work performed by Advantage Truck and Auto on the 2023 Polaris that included pricing for the purchase and installation of a vehicle suspension lift-kit and installation of window tint. The estimate was for a total price of \$918.

Drummond contacted Cody Parker the owner of Advantage Truck and Auto. Drummond asked Parker to provide invoices on the actual price Morris paid for the added accessories. Parker informed Drummond that Morris had paid cash for the window tint and he was not sure what he charged. Parker charged Morris \$400 for the purchase and installation of the lift kit and he would have normally charged \$500-\$600 for anyone else. Parker stated that instead of paying cash for the lift kit, Morris asked Parker to upcharge two invoices for the replacement of vehicle bed covers on PCSO vehicles that were damaged in a hail storm. The PCSO vehicles were repaired at McAlester Auto Collision and Parker's business was sub-contracted to provide new bed covers. Parker provided Drummond copies of the invoices dated October 19, 2023 and November 13, 2023, showing that he charged \$1,450.00 for each bed cover when the normal cost is \$1,250.00. Parker also provided Drummond with text messages from Morris depicting that the lift kit was installed on October 6, 2023. Parker made the agreement with Morris to upcharge the invoices in person and before the lift kit was installed on October 6, 2023. Parker did not get paid for the lift kit until the

invoices were paid by the body shop.

Drummond knew from other OSBI employees who live in the McAlester, Oklahoma area that the vehicles were damaged by a hail storm that occurred on September 23, 2023.

Drummond contacted Pittsburg County Clerk, Hope Trammell to obtain records on the repairs to the PCSO vehicles. Trammell provided Drummond with copies of purchase orders submitted through PCSO to Pittsburg County for repairs to a 2022 Chevrolet Silverado and a 2021 Ram TRX pickup. Each purchase order had an invoice from McAlester Auto Collision attached that depicted the total price for repairs but did not include a line-item listing of repairs and costs. The invoices were paid through Pittsburg County on October 23, 2023 and November 13, 2023 and were not part of an insurance claim.

Drummond met with Dillon Ketcham the owner of McAlester Auto Collision. Ketcham provided Drummond with copies of the invoices from Advantage Truck and Auto as well as the line-item estimates of repairs that were made for the PCSO vehicles.

Ketcham also told Drummond that Morris had asked for an estimate to repair hail damage on his personally owned Toyota 4 Runner. Ketcham repaired the hail damage on Morris' personal vehicle for free as part of efforts to secure an agreement to gain business from PCSO in the future. Morris did not enter into a contract with Ketcham but he did accept Ketcham's offer to repair his personal vehicle without costs and Ketcham believed Morris would bring him more business from PCSO in the future. Ketcham did not have any documentation on the repair of Morris' personal vehicle but thought the repairs were completed around the same time as the PCSO vehicle repairs.

Based on the above listed facts, Drummond believes that Morris participated in a scheme to defraud Pittsburg County by having Parker upcharge invoices to pay for accessories installed on Morris' personal utility vehicle. Morris' actions constitute an embezzlement of public funds as defined by Oklahoma Statutes.

Additionally, Morris also accepted compensation from McAlester Auto Collision by allowing his personal vehicle to be repaired without charge and with the knowledge that Ketcham expected future business from the PCSO. Morris' receipt of the value related to the repair of his personal vehicle that was intended to influence his actions and decisions as a public official constitutes the receipt of a bribe as defined by Oklahoma Statutes.

Based on this information, the undersigned prays that this Honorable Court issue a finding of fact that probable cause exists to believe the crimes of Embezzlement of State Property, 21 O.S. § 341, and Receiving a Bribe by Public Officer 21 O.S. § 382, have been committed and there is probable cause to believe that the defendant above named committed the crimes. *///End of Report* MD

The undersigned swears and affirms that the above information is true and correct.

*Mark Drummond*  
AFFIANT-Special Agent Mark Drummond

Subscribed and sworn to before me this 1/17 day of January, 2023.

My Commission Expires 2/27/2028



*Denise Tanner*  
COURT CLERK OR NOTARY PUBLIC

I, \_\_\_\_\_, read the above  
Affidavit to Judge \_\_\_\_\_ by telephone this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .M., and received verbal authorization  
to detain the Defendant.

\_\_\_\_\_  
DEPUTY SHERIFF

**FINDING OF PROBABLE CAUSE TO DETAIN**

The undersigned Judge of this Court, upon affidavit, hereby finds there (is) (is not) probable cause  
to detain the Defendant pending further proceedings.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
JUDGE