

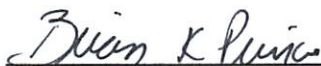


Regularly Scheduled **Vinita Utilities Authority (VUA) Meeting**

Tuesday, June 20, 2023, 5:30 p.m., City Council Meeting Room, 104 East Illinois, Vinita, Oklahoma.

AGENDA

1. The Pledge of Allegiance and the Salute to Oklahoma Flag.
2. Roll Call.
3. Recognition of Visitors and Public Comments.
4. Consideration to approve Consent Agenda:
 - A. Minutes from the June 6, 2023 VUA Meeting.
5. Discussion, consideration and possible action for report by Mears Engineer, LLC on Water and Wastewater System Improvements for future projects and possible loans.
6. Consideration to approve 2022 Audit Report with Ober & Littlefield CPA.
7. VUA Superintendent Report.
8. New Business.
9. Adjourn.



Brian Prince, Secretary

Posted June 16, 2023, at 3:45 PM.

The regularly scheduled **Vinita Utilities Authority (VUA) Meeting** was held on Tuesday, June 6, 2023, 5:30 p.m., in the City Council Meeting Room, 104 East Illinois, Vinita, Oklahoma. Public notice of the meeting was given by posting the amended agenda at City Hall on June 5, 2023 at 2:00 p.m.

Legal Counsel: Leonard Logan

Mayor Josh Lee called the meeting to order at 5:30 p.m.

MEETING MINUTES

1. The Pledge of Allegiance and Salute to Oklahoma Flag was led by Preston Coppedge and James Franks Troop 1875.
2. Roll Call. Members attending: Kevin Wofford, Roger Tyler, John Swift, Stephanie Hoskin, Dale Haire, Danny Lankford, Terry Young. Absent: Danny Lankford and Skip Briley.

3. Recognition of Visitors and Public Comments.

No cards or emails were submitted.

Councilor Danny Lankford arrived: 5:33 pm.

4. Consideration to approve Consent Agenda:

- A. Minutes from the May 16, 2023 VUA Meeting.
- B. VUA May 2023 Bills Payable.

Motion by Briley, seconded by Haire, to approve Consent Agenda. Motion: Passed.

5. Discussion, consideration and possible action on Resolution 2023-3813; RESOLUTION AMENDING THE SOLID WASTE RATES FOR RESIDENTIAL, COMMERCIAL, DUMPSTER AND TRANSFER STATION; AND DECLARING AN EMERGENCY.

Waste Management has an increase of 4.84% beginning July 1, 2023 this cost will be passed to VUA Customers.

Motion by Tyler, seconded by Lankford, to approve Resolution 2023-3813; Amending the Solid Waste Rates for Residential, Commercial, Dumpster, and Transfer Station. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

Declaring an Emergency

Motion by Tyler, seconded by Lankford, to approve to declare an Emergency. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

6. Discussion, consideration and possible action to payoff loan for 2007 Crane Carrier in the amount of \$25,873.55 out of Solid Waste Reserve Account.

Motion by Lankford, seconded by Wofford, to approve to payoff loan for 2007 Crane Carrier in the amount of \$25,873.55 out of Solid Waste Reserve Account. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Briley, Young. Nay votes: None. Motion carried.

7. Discussion, consideration and possible action to surplus following items:

A. 2008 Peterbilt Vin# 3BPZ100A09F718606.

Motion by Tyler, seconded by Wofford, to approve to surplus 2008 Peterbilt Vin# 3BPZ100A09F718606. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Briley, Young. Nay votes: None. Motion carried.

B. 2007 Crane Carrier Vin# 1CYCCR4867047372.

Motion by Tyler, seconded by Wofford, to approve to surplus 2007 Crane Carrier Vin# 1CYCCR4867047372. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Briley, Young. Nay votes: None. Motion carried.

8. Discussion, consideration and possible action to begin bid process for WTP Water Filter #3 rehab.

Motion by Lankford, seconded by Hoskin, to approve to begin bid process for WTP Water Filter #3 rehab. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Briley, Young. Nay votes: None. Motion carried.

9. VUA Superintendent Report.

Justin Smith reported that they draining the Foreman Water Tower and disinfecting the tank to bring it back on line.

Swimming pool is running and operable working out a few issues.

10. New Business

None.

11. Adjourned at 5:46 p.m.

Motion by Young, seconded by Wofford, to adjourn. Motion: Passed.

Josh D. Lee, Chairman

ATTEST:

Brian Prince, Secretary

Vinita Utility Authority

Superintendent report

Distribution

All of the below leaks have been repaired and services resumed:

603s foreman 6" main

Leak at Attucks Park ballfield

Made a 4" x 10" tap and 60' line extension for Omni Water

Installed a 8" sewer line extension and lamphole install for Omni Water 80'

Repaired splash pad

Waste Water Treatment Plant

Gearbox for rotor # 3 installed rotor is back in service

Rubber for skimmers on clarifier #3 has been replaced and ready for operation

Working on sludge removal on small pond

Water Treatment Plant

New 150 hp pump was installed at the raw water station

New stands for the bleach pumps were fabricated and installed

Pumps and plumbing on bleach pumps repaired

Moved phosphate pump and replumbed line and moved tank

Hauled 6 loads of residual sludge to land application site

Solid Waste

Commercial route total tons were 31.92

Residential route total tons were 38.99

Roll off total tons were 17.18

Total tons to landfill were 105.8 with 6 trips for the week



Regularly Scheduled **Vinita City Council Meeting**

Tuesday, May 16, 2023, immediately following the Vinita Utilities Authority (VUA) Meeting at 5:30 p.m., in the City Council Meeting Room, 104 East Illinois, Vinita, Oklahoma.


AGENDA

1. Roll Call.
 2. Recognition of visitors.
 3. Veteran Recognition.
 4. Consideration to approve Consent Agenda:
 - A. Actions taken during the VUA meeting.
 - B. Minutes from the June 6, 2023, City Council meeting.
 5. Discussion, consideration, and possible action regarding abatement by City of Vinita necessary for nuisance declared on April 18, 2023 on property belonging to Jack Smith.
 6. Discussion, consideration, and possible action to approve bid for AIP 3-40-0100-016-2023 "Construct New Taxilane to Hanger Development contingent upon receipt of the FAA Grant in the amount of \$390,504.00 to Contech, Inc.
 7. Discussion, consideration, and possible action with recommendations from the Finance Committee:
 - A. Temporary Appropriations in the amount of \$5,402,333.94.
 - B. Ober & Littlefield FY 23-24 Contract.
 - C. Hood & Associates, PC FY 23-24 Contract.
 - D. DOC Services, INC FY 23-24 Contract.
 - E. Pelivan FY 23-24 Contract.
 - F. Vinita Senior Citizens FY 23-24 Contract.
 - G. Neighbors Helping Neighbors FY 23-24 Contract.
 - H. Positronix Technology FY 23-24 Contract.
 - I. NOCC Fire Agreement FY 23-24 Contract.
 - J. Eastern Trails Museum FY 23-24 Contract.
 8. Discussion, consideration, and possible action to transfer designated funds for the City of Vinita Gen Gov FY 22-23 Budget with recommendations from the Finance Committee:
 - A. From Gen Gov M/O to Governing Board Personnel Services in the amount of \$15,000.00.
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-CONT AGENDA

- B. From Gen Gov M/O to Municipal Court Personnel Services in the amount of \$1,600.00.
 - C. From Gen Gov M/O to Fire Department Personnel Services in the amount of \$57,000.00.
 - D. From Gen Gov M/O to Library Personnel Services in the amount of \$2,000.00.
9. Discussion, consideration, and possible action with recommendations from the Finance Committee on Ordinance 3814; Establishing the salaries and compensation of elected officials of the City of Vinita, Oklahoma; Providing for revision thereto Ordinance 3760.
10. Discussion, consideration, and possible action on Ordinance 3814 Emergency Clause.
11. Discussion, consideration, and possible action on Ordinance 3815; Establishing Compensation of the Fire Chief of the City of Vinita, Oklahoma; Providing for revision thereto Title 1 Sec1-7B-4.
12. Discussion, consideration, and possible action on Ordinance 3815 Emergency Clause.
13. Discussion, consideration, and possible action to approve 2022 Audit Report with Ober & Littlefield CPA.
14. Discussion, consideration, and possible action to pay invoice ORD-1635 in the amount of \$24,799.00 to CMC for Confined Space Rescue Technician Class out of the SAFER Grant.
15. Discussion, consideration, and possible action on quote #NJVX671 in the amount of \$10,740.00 to CDW-G for Panasonic Tough books for Vinita Police Department.
16. Department Reports:
- A. City Administrator Allen Goforth
 - B. Cemetery/Parks/Street Department James Tracy
 - C. Library Vanessa Hicks
 - D. Police Chief Mark Johnson
 - E. Fire Chief Kevin Huxtable
 - F. Code Enforcement Henry Goforth
 - G. City Clerk Brian Prince
 - H. Treasurer Paula Butcher
 - I. Mayor Josh Lee
17. New Business.
18. Adjourn.



Brian Prince, City Clerk

Posted June 16, 2023 at 3:45 PM

The regularly scheduled **Vinita City Council Meeting** was held on Tuesday, June 6, 2023 immediately following the Vinita Utilities Authority (VUA) Meeting at 5:30 p.m., in the City Council Meeting Room, 104 East Illinois, Vinita, Oklahoma. Public notice of the meeting was given by posting the amended agenda at City Hall on June 5, 2023 at 2:00 p.m.

Legal Counsel: Leonard Logan

Mayor Josh Lee called the meeting to order at 5:46 p.m.

MEETING MINUTES

1. Roll Call. Members attending: Kevin Wofford, Roger Tyler, John Swift, Stephanie Hoskin, Dale Haire, Danny Lankford, Skip Briley, Terry Young. Absent: Skip Briley.

Motion by Hoskin, seconded by Swift, to approve roll call from VUA Meeting. Motion: Passed.

2. Recognition of Visitors and Public Comments.

No cards or emails were submitted.

3. Consideration to approve Consent Agenda:

A. Actions taken during the VUA meeting.

B. Minutes from the May 16, 2023, City Council meeting.

Motion by Wofford, seconded by Hoskin to approve Consent Agenda. Motion: Passed.

4. Discussion, consideration and possible action on Finance Ordinance 3811; Bills Payable.

Motion by Hoskin, seconded by Haire to approve Finance Ordinance 3811; Bills Payable.
Motion: Passed.

5. Discussion, consideration and possible action on Finance Ordinance 3811 Emergency Clause.

Motion by Hoskin, seconded by Swift to approve Finance Ordinance 3811 Emergency Clause.
Motion: Passed.

6. Discussion, consideration and possible action on RESOLUTION 2023-3812; AUTHORIZING THE MAYOR TO ACCEPT THE OKLAHOMA DEPARTMENT OF COMMERCE (ODOC) COMMUNITY DEVELOPMNET BLOCK GRANT #19016 CDBG 22 FOR A.D.A. AND OTHER IMPROVEMENTS FOR THE VINITA LIBRARY AND FOR THE MAYOR TO ACT AS THE CHIEF EXECUTIVE OFFICE OF SUCH GRANT.

This will start the process to bid for the ADA Library Grant.

Motion by Lankford, seconded by Swift, to approve Resolution 2023-3812; Authorizing the Mayor to accept the Oklahoma Department of Commerce Community Development Block Grant #19016 CDBG 22 for ADA and other improvements for Vinita Library and for the Mayor to act as the Chief Executive Office of such grant. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

7. Discussion, consideration and possible action with recommendations from James Tracy to hire Braden Higgins as a Full-Time Employee with the Street Department.

Motion by Lankford, seconded by Hoskin, to approve to hire Braden Higgins as a Full-Time Employee with the Street Department. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

8. Discussion, consideration and possible action on close the following streets for the Vinita Route 66 Festival:

The West ½ block of East Canadian Ave. The East ½ half block of 100 West Canadian Ave., and the 100 & 200 blocks of South Wilson St. June 16-17.

Motion by Hoskin, seconded by Wofford, to approve to close streets for the Route 66 Festival. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

9. Discussion, consideration and possible action to declare the following properties to constitute public nuisances contrary to the health, safety, and welfare of the public, justifying action by the City to abate the same as hereafter set forth, to wit:

- A. Property at 204 S. 3rd Street (Lot 1, Block 107) in the City of Vinita, containing tall and overgrown grass and weeds; rubbish, trash, and debris; and a dangerous insecure and dilapidated structure, constituting a public nuisance, owned by Opal L. Allen, Donna A. Allen, Janice Allen, and Jeri Lynn Allen Powell, justifying abatement thereof, including possible demolition and removal thereof.

City Attorney recommended that this property be posted again.

Motion by Tyler, seconded by Swift to pass to the July 18, 2023 Council Meeting. Motion: Passed.

- B. Property at 301 W. Delaware (Lot 1, Block 76) in the City of Vinita, containing tall and overgrown grass and weeds; rubbish, trash, and debris; and a dangerous insecure and dilapidated structure, constituting a public nuisance, owned by Becky Sue Coffman, justifying abatement thereof, including possible demolition and removal thereof.

City Attorney recommended that this property be posted again.

Motion by Young, seconded by Wofford to pass to the July 18, 2023 Council Meeting. Motion: Passed.

- C. Property at 314 N. Brewer (the N 20ft of Lot 10 and all of Lot 11, Block 32) in the City of Vinita, containing tall and overgrown grass and weeds; rubbish, trash, and debris; and a dangerous insecure and dilapidated structure, constituting a public nuisance, owned by Ricky Gene Pope, if living, or his unknown heirs, successors or assigns, if deceased, justifying abatement thereof, including possible demolition and removal thereof.

Motion by Wofford, seconded by Lankford, to approve to declare a public nuisance and to abate the nuisance for dilapidated structure, trash, vehicles, and overgrown grass and weeds. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

- D. Property at 547 N. 1st Street (Lots 2, 3, 4, and 5, Block 1, William Park Annex) in the City of Vinita, containing tall and overgrown grass and weeds; rubbish, trash, and debris; and a

dangerous insecure and dilapidated structure, constituting a public nuisance, owned by Joanne L. Greenlow, if living, or her unknown heirs, successors or assigns, if deceased, justifying abatement thereof, including possible demolition and removal thereof.

Motion by Lankford, seconded by Young, to approve to declare a public nuisance and to abate the nuisance for dilapidated structure, trash, and overgrown grass and weeds. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried.

- E. Property at 211 S. 3rd Street (Lot 3, Block 1, Broadview Subdivision) in Craig County, Oklahoma, containing rubbish, trash, and debris; and a dangerous insecure and dilapidated structure, constituting a public nuisance, owned by Farris L. Downing, justifying abatement thereof, including possible demolition and removal thereof.

This property is half way completed on demolition. Requesting more time to complete.

Motion by Lankford, seconded by Swift, to approve to declare a public nuisance and to abate the nuisance for dilapidate structure with an extension of 6 months. Roll Call: Aye votes: Wofford, Tyler, Swift, Hoskin, Haire, Lankford, Young. Nay votes: None. Motion carried

10. Department Reports:

City Administrator Allen Goforth gave an update on the water damage at City Hall.

Cemetery/Parks/Street Department James Tracy reported on the mowing of all the facilities and Parks. Mayor Lee mentioned that he received multiple calls and texts about how good the cemetery looked for Memorial Day.

Police Chief Mark Johnson reported that his motherboard on his computer crashed so he is working on getting make documents and reports. Department has been training most of this month. Several burglaries and break ins are occurring in this area. Several issues at the Bill Morgan Sports Complex.

11. New Business.

None.

12. Adjourned at 6:19 p.m.

Motion by Young, seconded by Swift to adjourn. Motion: Passed.

Josh D. Lee, Mayor

ATTEST:

Brian Prince, City Clerk



LBR Inc. Airport Consultants

June 6, 2023

Mr. Josh Lee
Mayor, City of Vinita
104 East Illinois
Vinita, Oklahoma 74301

Mr. Lee,

Bids to “Construct New Taxilane to Hangar Development“, AIP 3-40-0100-016-2023, at the Vinita Municipal Airport, were received at 11:00 AM on Thursday, May 18, 2023. The “Tabulation of Bids” is enclosed.

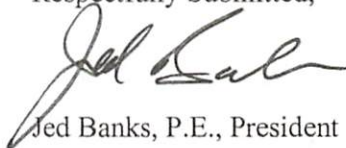
There were two bidders presenting proposals. The staff at LBR Inc. has reviewed the bids. The bid from Contech, Inc. was the low bid in the amount of \$414,010.00.

The bid received exceeded the available funding for the project. LBR staff has been working with the contractor to reduce the total cost. This is possible since the “Notice of Limited Funding” was included in the project specifications. The reduction came from reducing the quantities of Cement and Seeding and deleting the painting. The reduction totaled \$23,506.00. This reduction was agreed to by the contractor and brings the total project cost down to \$390,504.00. The reductions are summarized in Supplemental Agreement #1, also attached.

LBR recommends that Base Bid A be awarded to Contech, Inc. based on the original bid and approve the attached Supplemental Agreement #1. The Mayor and City Attorney are requested to sign all documents for the bidder selected, including Supplemental Agreement #1, the grant application, the grant agreement, the construction contract, the sponsor’s certifications, and any other documents, related to the project funded by the Federal Aviation Administration (FAA). All referenced documents will be forthcoming from LBR Inc. and the FAA.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this most important project for the City of Vinita, and the Vinita Municipal Airport.

Respectfully Submitted,



Jed Banks, P.E., President

Enclosures - Original Bid Tab
Supplemental Agreement #1

Construct New Taxiway to Hangar Development
AIP 3-40-0100-016-2023

Bids Were Opened On May 18, 2023 At 11:00 A.M. at The Municipal Building, 104 East
Illinois, Vinita, Oklahoma 74301.

Vinita Municipal Airport, Vinita, Oklahoma

Vinita, Oklahoma

Item	Description	Quantity	Unit	Contech		Ellsworth		Diversified Civil		Engineer's Estimate LBR Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID A (Concrete)											
1	Traffic Maintenance	1	L.S.	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$37,000.00	\$37,000.00	\$20,000.00	\$20,000.00
2	Contractor Quality Control Program (CQCP)	1	L.S.	10,000.00	10,000.00	45,000.00	45,000.00	20,000.00	20,000.00	15,000.00	15,000.00
3	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	L.S.	8,600.00	8,600.00	20,000.00	20,000.00	7,000.00	7,000.00	20,000.00	20,000.00
4	Mobilization	1	L.S.	14,000.00	14,000.00	62,000.00	62,000.00	20,000.00	20,000.00	50,000.00	50,000.00
5	Saw Cut - Full Depth Asphalt or Concrete	1151	LF	5.00	1,575.00	7.50	3,367.50	5.00	1,575.00	15.00	4,725.00
6	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste On Airport Property	80	SY	22.00	1,760.00	30.00	2,400.00	55.00	4,400.00	75.00	2,000.00
7	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste on Airport Property	1,135	CY	9.00	10,215.00	15.00	17,025.00	15.00	17,025.00	11.00	12,485.00
8	Unclassified Excavation: Normal Excavation to Required Grades, Stockpile or Waste Excess on Airport Property	1,035	CY	8.00	8,280.00	36.50	17,777.50	19.00	19,665.00	11.00	11,385.00
9	Embankment in Place: Normal Embankment to Required Grades	800	CY	9.00	7,200.00	11.25	9,000.00	15.00	12,000.00	12.00	9,600.00
10	Embankment in Place: Replace Topsoil 6" Thick	725	CY	8.00	5,800.00	20.00	14,500.00	18.00	13,050.00	11.00	7,975.00
11	Furnish and Place 1/2" Typed III Load Up Rip-Rap	30	TONS	50.00	1,500.00	100.00	3,000.00	105.00	3,150.00	135.00	4,050.00
12	Type I Portland Cement Delivered to Site, Est'd at 6% of Soil Dry Weight	30	TONS	320.00	9,600.00	575.00	17,250.00	275.00	8,250.00	275.00	8,250.00
13	Construct 4" Soil-Cement Base Course	2,700	SY	6.00	16,200.00	9.50	25,650.00	9.00	24,300.00	7.00	18,900.00
14	Bituminous Prime Coat - Est'd at 0.25 Gal / SY	700	Gal	1.00	700.00	5.00	3,500.00	10.00	7,000.00	8.00	5,600.00
15	Construct 6.0" P-501 Portland Cement Concrete Surface Course, with Joints	2,600	SY	79.00	205,400.00	95.00	247,000.00	76.00	197,600.00	90.00	234,000.00
16	Permanent Painting with Reflective Media (White, Yellow, and Red Paint)	350	SF	18.00	6,300.00	26.00	9,100.00	21.00	7,350.00	15.00	5,250.00
17	Permanent Painting without Reflective Media (Black Paint)	570	SF	10.00	5,700.00	21.00	11,970.00	11.00	6,270.00	12.00	6,840.00
18	Solid Slab Bermuda Grass Sodding (Including Fertilizer and Watering)	2,400	SY	6.00	14,400.00	5.25	12,600.00	10.00	24,000.00	10.00	24,000.00
19	Seeding (Permanent or Temporary) Including Fertilizer and Watering	1	AC	11,900.00	11,900.00	10,000.00	10,000.00	12,000.00	12,000.00	3,000.00	3,000.00
20	Construct 6" x 24" Trench with Backfill For 2" PVC	590	LF	4.00	2,360.00	3.25	1,912.50	4.00	2,360.00	3.00	1,770.00
21	Furnish and Install Lighting Cable - No. 8 AWG, 5 kv, V/C, Type C, Stranded	750	LF	4.00	3,000.00	3.25	2,437.50	4.00	3,000.00	4.00	3,000.00
22	Construct 6" x 8" Trench with Backfill For Counterpoise	550	LF	3.00	1,650.00	2.75	1,512.50	4.00	2,200.00	1.50	825.00
23	Furnish and Install Counterpoise, No. 6 AWG, Bare Solid Copper Wire, with Ground Rods	550	LF	4.00	2,200.00	3.25	1,787.50	4.00	2,200.00	4.00	2,200.00
24	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	590	LF	9.00	5,310.00	7.50	4,425.00	10.00	5,900.00	3.00	1,770.00
25	Remove and Waste Existing Taxiway Light or Pull Box, Including PCC Pads and Cans	4	Each	450.00	1,800.00	450.00	1,800.00	600.00	2,400.00	500.00	2,000.00
26	Furnish and Install Base-Mounted L-861T LED MITL Light Fixtures with Blue Glassware, Isolation Transformers, and All New PCC Pads	9	Each	2,100.00	18,900.00	2,000.00	18,000.00	2,500.00	22,500.00	1,500.00	13,500.00
27	Furnish and Install Unlighted Taxiway Ending Marker	1	Each	4,000.00	4,000.00	3,250.00	3,250.00	4,500.00	4,500.00	2,000.00	2,000.00
28	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	L.S.	0.00	0.00	750.00	750.00	1000.00	1000.00	500.00	500.00
Total Base Bid A (Concrete)					\$414,010.00		\$635,385.00		\$499,165.00		\$502,575.00
BASE BID B (Asphalt)									corrected math error		
1	Traffic Maintenance	1	L.S.		\$15,000.00	\$15,000.00				\$20,000.00	\$20,000.00
2	Contractor Quality Control Program (CQCP)	1	L.S.		10,000.00	10,000.00				15,000.00	15,000.00
3	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	L.S.		15,000.00	15,000.00				20,000.00	20,000.00
4	Mobilization	1	L.S.		60,000.00	60,000.00				50,000.00	50,000.00
5	Saw Cut - Full Depth Asphalt or Concrete	350	LF		7.50	2,625.00				15.00	5,250.00
6	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste On Airport Property	80	SY		30.00	2,400.00				75.00	2,000.00
7	Unclassified Excavation: Strip Topsoil 6" Thick, Stockpile or Waste on Airport Property	1,135	CY		15.00	17,025.00				11.00	12,485.00
8	Unclassified Excavation: Normal Excavation to Required Grades, Stockpile or Waste Excess on Airport Property	1,035	CY		36.50	17,777.50				11.00	11,385.00
9	Embankment in Place: Normal Embankment to Required Grades	800	CY		11.25	9,000.00				12.00	9,600.00
10	Embankment in Place: Replace Topsoil 6" Thick	725	CY		30.00	21,750.00				11.00	8,000.00
11	Furnish and Place 1/2" Typed III Load Up Rip-Rap	30	TONS		100.00	3,000.00				135.00	4,050.00
12	Type I Portland Cement Delivered to Site, Est'd at 6% of Soil Dry Weight	30	TONS		575.00	17,250.00				275.00	8,250.00
13	Construct 4" Soil-Cement Base Course	2,700	SY		9.50	25,650.00				7.00	18,900.00
14	Bituminous Prime Coat - Est'd at 0.25 Gal / SY	700	Gal		5.00	3,500.00				8.00	5,600.00
15	Bituminous Tack Coat - Est'd at 0.10 Gal / SY	270	Gal		4.50	1,215.00				15.00	4,050.00
16	Install Low Expansion Pre-stress Fabric with Bituminous Binder	2,500	SY		10.00	25,000.00				15.00	37,500.00
17	Construct 3.0" P-403 Bituminous Base Course	460	TONS		275.00	126,500.00				240.00	110,400.00
18	Construct 3.0" P-403 Bituminous Surface Course	460	TONS		275.00	126,500.00				240.00	110,400.00
19	Permanent Painting with Reflective Media (White, Yellow, and Red Paint)	350	SF		21.00	7,350.00				15.00	5,250.00
20	Solid Slab Bermuda Grass Sodding (Including Fertilizer and Watering)	2,400	SY		5.25	12,600.00				10.00	24,000.00
21	Seeding (Permanent or Temporary) Including Fertilizer and Watering	1	AC		10,000.00	10,000.00				3,000.00	3,000.00
22	Construct 6" x 24" Trench with Backfill For 2" PVC	590	LF		3.25	1,912.50				3.00	1,770.00
23	Furnish and Install Lighting Cable - No. 8 AWG, 5 kv, V/C, Type C, Stranded	750	LF		3.25	2,437.50				4.00	3,000.00
24	Construct 6" x 8" Trench with Backfill For Counterpoise	550	LF		2.75	1,512.50				1.50	825.00
25	Furnish and Install Counterpoise, No. 6 AWG, Bare Solid Copper Wire, with Ground Rods	550	LF		3.25	1,787.50				4.00	2,200.00
26	Furnish and Install 2" Schedule 40 PVC Conduit, In Trench	590	LF		7.50	4,425.00				3.00	1,770.00
27	Remove and Waste Existing Taxiway Light or Pull Box, Including PCC Pads and Cans	4	Each		450.00	1,800.00				500.00	2,000.00
28	Furnish and Install Base-Mounted L-861T LED MITL Light Fixtures with Blue Glassware, Isolation Transformers, and All New PCC Pads	9	Each		2,000.00	18,000.00				1,500.00	13,500.00
29	Furnish and Install Unlighted Taxiway Ending Marker	1	Each		3,250.00	3,250.00				2,000.00	2,000.00
30	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	L.S.		750.00	750.00				500.00	500.00
Total Base Bid B (Asphalt)					No Bid	\$409,752.50		No Bid		\$519,165.00	



SUPPLEMENTAL AGREEMENT NO. 1

1. Sponsor's (Public Agency) Name and Address

City of Vinita
104 East Illinois
Vinita, Oklahoma 74301

2. Name of Airport
Vinita Municipal Airport

3. Project Numbers
AIP 3-40-0100-018-2023

4. Date Prepared - Prepared by:
May 23, 2023 Tyler McDonald

5. Name and Address of Contractor:

Contech, Inc.
114 S. Elm Pl.
Broken Arrow, Oklahoma 74012

6. Description of Work Included in Contract
"Construct New Taxiways to Hangar Development"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. - The quantity of work estimated on this project is being adjusted to the budget.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Unit Price-Bid	Revised Estimated Quantity	Negotiated O.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
	Base Bid:						
A.	12	50	\$320.00	40	\$320.00	\$16,000.00	\$12,800.00
B.	18	330	\$18.00	0	\$18.00	\$5,940.00	\$0.00
C.	17	670	\$10.00	0	\$10.00	\$6,700.00	\$0.00
D.	19	1	\$11,900.00	0.272	\$11,900.00	\$11,900.00	\$3,234.00
				Total:		\$39,540.00	\$16,034.00

9. Original Contract Amount \$414,010.00
Supplemental Agreement #1 -\$23,506.00
New Contract Amount After SA #1 \$390,504.00

10. Original Contract Time: 60 working days **New Contract time:** 60 working days

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE

Tyler McDonald
Signature

Consultant
Title

5/23/2023
Date

12. ACCEPTED BY SPONSOR

[Signature]
Signature

Mayor
Title

5.24.23
Date

13. ACCEPTED BY CONTRACTOR

[Signature]
Signature

Project Manager
Title

5/26/23
Date



Certified Public Accountants, PLLC
22 S. ADAIR STREET, PRYOR, OKLAHOMA 74361
124 SOUTH MAIN, MIAMI, OK 74354
918-542-4401 OFFICE

June 12, 2023

To the Mayor and City Councilors
City of Vinita, Oklahoma
City, Oklahoma

We are pleased to confirm our understanding of the services we are to provide City of Vinita, Oklahoma the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the modified cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Vinita, Oklahoma as of and for the year ended June 30, 2023.

We have also been engaged to report on other supplementary information (OSI) that accompanies City of Vinita, Oklahoma's modified cash basis financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the modified cash basis financial statements of to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.:

1. Schedule of Federal and State Expenditures
2. Budgetary Comparison Schedule
3. Combining Balance Sheet – Non-Major Governmental Funds
4. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting; and report on the fairness of the other supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Vinita, Oklahoma and other procedures we consider necessary to enable us to express such opinions.

As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our audit of financial statements does not relieve you or your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Vinita, Oklahoma's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Vinita, Oklahoma in conformity with the modified cash basis of accounting based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approve the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and all accompanying information conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that

includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to the Oklahoma State Auditor and Inspector; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law, regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ober & Littlefield CPA's PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oklahoma State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ober & Littlefield CPA's PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contract the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City of Vinita, Oklahoma's financial statements. Our report will be addressed to management and the governing board of the City of Vinita, Oklahoma. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are

unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Vinita, Oklahoma is subject to an audit requirement that is not encompassed on the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contain in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Vinita, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Ober & Littlefield
Certified Public Accountants, PLLC

The Mayor and City Councilors
City of Vinita, Oklahoma

Response:

This letter correctly sets forth the understanding of the City of Vinita, Oklahoma.

By _____

Title _____

Date _____



June 12, 2023

City of Vinita
P.O. Box 329
Vinita, OK 74301

We are pleased to submit this bid to provide accounting services for City of Vinita and Vinita Utilities Authority for the fiscal year June 30, 2024.

The services included in our proposal include, but are not limited to:

- 1) Preparation of any necessary adjustments to reclassify and correct accounting records during the fiscal year.
- 2) Preparation of all necessary accounting adjustments to the trial balance to convert to accrual basis accounting as required by Governmental Accounting Standards as of June 30, 2024.
- 3) Preparation of all lead schedules for the auditor to support amounts reported on the trial balance.
- 4) Preparation of the financial statements with disclosures in the format required by Governmental Accounting Standards.
- 5) Preparation of Estimate of Needs for FY 2024-2025.
- 6) Preparation of any Supplemental Appropriations, if necessary.
- 7) Monthly accounting services to reconcile cash accounts, prepare any necessary adjusting entries, and assist accounting staff as needed time as needed at an hourly rate of \$275 per hour.

We expect to begin our preliminary audit procedures as soon as records are made available to us.

Our fee for these services would be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, would not exceed \$6,500 for items 1 through 6 and not to exceed \$19,000 for item 7 unless unexpected circumstances arise. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances would not be encountered during performance of the procedures. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to provide this proposal to the City of Vinita and Vinita Utilities Authority.

Sincerely,

Hood & Associates, CPAs, PC.

Hood & Associates CPAs, PC

RESPONSE:

This letter correctly sets for the understanding of City of Vinita and Vinita Utilities Authority.

AGREEMENT

This agreement made and entered into this 20th day of June, 2023, by and between the **City of Vinita**, Oklahoma, hereinafter referred to as “City”, and **DOCServices Inc.**, an Oklahoma nonprofit corporation, hereinafter referred to as “DOCS”.

WITNESSETH:

That City desires to secure the services of DOCS to provide certain services, as hereinafter enumerated, to citizens of the City of Vinita of advanced age, and DOCS has agreed to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. This Agreement shall be effective for the period of time commencing on July 1, 2023 and ending on June 30, 2024.
2. During the time period above set forth, DOCS shall, in addition to those services currently provided by the Older Americans Act, supply the following services to the City for the benefit of its citizens of advanced age and frail physical condition, as follows, to-wit:
 - a. In-home delivery 5 days per week to homebound senior citizens in Vinita, Oklahoma;
 - b. Extra hours of in-home care and housekeeping services.
3. DOCS agrees to employ adequate personnel to provide the services listed above. DOCS shall be responsible for all federal taxes, social security payments, workers’ compensation insurance and any other additional payments or compensation required as a result of the employment of personnel.
4. DOCS will do assessments for all eligible prospective senior citizens in order to determine need and prioritize services. DOCS will only provide services to those truly homebound seniors determined eligible.
5. In consideration for the above services, City shall pay to DOCS the sum of \$10,000.00, in monthly installments, on or before the 30th day of the month during the term of this agreement. The first monthly installment will be in the amount of \$833.37, and the remaining 11 installments will be in the amount of \$833.33.
6. DOCS shall not assign or pledge this Agreement, or any part hereof, without the express written consent of City.
7. In the event DOCS fails to satisfactorily perform the services, or refuses to comply with any of the provisions of this Agreement, City may, at its option, declare this Agreement cancelled upon thirty (30) days written notice to DOCS, specifying the nature of the default; provided that DOCS shall, within said thirty (30) day period, have the right to cure the default, and prevent cancellation of the Agreement. DOCS may, at its option, terminate this agreement upon thirty (30) days advance written notice to City.

8. DOCS shall abide by all applicable state and federal laws and regulations, and DOCS shall indemnify and save harmless the City, its officers, representatives, agents, and employees against any claims or liability arising from or based on the activities of DOCS whether pursuant to this Agreement, or otherwise.
9. It is specifically agreed by the parties hereto that this Agreement shall be subject to the laws of the State of Oklahoma, and should any part, term, or provision of this Agreement be determined by any Court to be illegal or in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be effected by such decision.
10. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either part or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon.
11. DOCS agrees to provide a complete annual report of the operation of the DOCS prior to the beginning of the fiscal year for which this agreement is written. Prior to consideration of a renewal of this Agreement, DOCS will submit an appropriate budget proposal for the consideration of the City for implementation in the ensuing fiscal year.

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Vinita, Craig County, Oklahoma, the day and year first above written.

CITY OF VINITA, OKLAHOMA

By: _____
Josh D. Lee, Mayor

ATTEST:

Brian Prince, City Clerk

DOCServices Inc.

By: _____
B.J. Mooney, Executive Director

City Agreement with Vinita Senior Citizens Center

This agreement made and entered into this 20th day of June, 2023, by and between the City of Vinita, Oklahoma, hereinafter referred to as "City", and Vinita Senior Citizens Center, Inc., an Oklahoma nonprofit corporation, hereinafter referred to as "Senior Citizens";

WITNESSETH:

That City desires to secure the services of Senior Citizens to provide certain services as hereinafter enumerated to citizens of the City of Vinita of advanced age, and Senior Citizens has agreed to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. This Agreement shall be effective for the period of time commencing on July 1, 2023 and ending on June 30, 2024.
2. During the time period above set forth, Senior Citizens shall supply the following services to the City of Vinita, Oklahoma, for the benefit of its citizens of advanced age, as follows, to wit:
 - a. Hot noon meals, Monday through Friday except for scheduled holiday as approved by the City of Vinita, bad weather days as determined by the Vinita School System and Election days.
 - b. Bi-monthly blood pressure tests.
 - c. Information and referrals
 - d. Educational programs.
 - e. Recreation facilities and activities such as card games, dominoes, pool and bingo.
 - f. Arts and crafts activities and sewing activities.
 - g. Facilitates FDA programs to feed low-income seniors.
3. As a means of providing the services above described, Senior Citizens agrees to employ the following personnel:
 - a. Director, 35 hours per week.
 - b. Maintenance/Custodian/Kitchen Worker, 35 hours per week.
 - c. Two (2) kitchen staff, at 5 ½ hours a day per week each.
4. Senior Citizens shall be responsible for all federal taxes, social security payments, workers' compensation insurance and any other additional payments or compensation required as a result of the employment of the above described personnel.
5. In consideration for the above services, City shall pay to Senior Citizens a total of \$37,398.12, in monthly payments of \$3,116.51, payable on or before the last day of the month during the term hereof.
6. Senior Citizens shall not assign or pledge this Agreement, or any part hereof, without the express written consent of City.
7. In the event Senior Citizens fails to satisfactorily perform the services, or refuses to comply with any of the provisions of this Agreement, City may, at its option, declare this Agreement cancelled upon thirty days written notice to Senior Citizens, specifying the nature of the default; provided that Senior Citizens shall, within said thirty day period, have the right to cure the default, and prevent cancellation of the Agreement.

8. Senior Citizens shall abide by all applicable state and federal laws and regulations, and Senior Citizens shall indemnify and save harmless the City, its officers, representatives, agents, and employees against any claims or liability arising from or based on the activities of Senior Citizens whether pursuant to this Agreement, or otherwise.
9. It is specifically agreed by the parties hereto that this Agreement shall be subject to the laws of the State of Oklahoma, and should any part, term, or provision of this Agreement be determined by any Court to be illegal or in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be effected by such decision.
10. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either part or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon.
11. Senior Citizens will not make any improvements or changes to the facility without Council approval.
12. Senior Citizens agrees to provide a complete audit of all income and expenses for the operation of the Vinita Senior Citizens Center, Inc., at all reasonable times upon request of the City. Prior to consideration of a renewal of this Agreement, Senior Citizens will submit an appropriate budget proposal for the consideration of the City for implementation in the ensuing fiscal year.

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Vinita, Craig County, Oklahoma, the day and year first above written.

CITY OF VINITA, OKLAHOMA

By: _____
Josh D. Lee, Mayor

ATTEST:

By: _____
Brian Prince, City Clerk

VINITA SENIOR CITIZENS CENTER, INC.

By: _____
Dale Haire, President Senior Citizens Board

LEASE AGREEMENT

This lease is made between **The City of Vinita**, herein called Lessor, and **The Craig County Neighbors Helping Neighbors**, an Oklahoma non-profit corporation, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Vinita, County of Craig, State of Oklahoma, described as **the west wing of the Vinita Senior Citizens' Building** located at **222 W. Sequoyah, Vinita, Oklahoma** (legal description attached) upon the following **TERMS and CONDITIONS**:

1. **TERM AND RENT:** Lessor demises the above premises for a term commencing July 1, 2023, and ending June 30, 2024 at the annual rental of ONE DOLLAR (\$1.00) and other good and valuable consideration for the term of this lease. This Lease Agreement may be terminated upon receipt of **30 day written notice** from either Lessee or Lessor.

If Lessee holds over on premises after expiration of the lease, then Lessee shall be deemed a month to month tenant subject to the same terms and conditions of this lease agreement not otherwise in conflict therewith, with such month to month tenancy to extend for a period not exceeding three months, within which time it is expected that both sides will attempt to negotiate a renewal of this lease.

2. **USE:** Lessee shall use and occupy the premises for The Food Pantry and Family Services Center. The volunteers and clients of The Vinita Food Pantry and Family Services Center will have access to and the use of the public restrooms located in the hallway between the east and west wings of the building. The Volunteers and Clients will also be allowed access to and use of the west parking lots as well as the west Doorway Patio facility of the building, located 222 W. Sequoyah, Vinita, Craig County, Oklahoma.

The premises shall be used for no other purpose. Lessor represents that the premises' may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

3. **CARE AND MAINTENANCE OF PREMISES:** Lessee shall be responsible to keep the premises and adjacent parking lot clean and free of trash and debris. Lessee shall be responsible for all normal and reasonable repairs to the premises, including heating, air conditioning and plumbing. Lessee shall, at its' own expense and at all times, maintain the premises in good and safe condition, normal wear and tear excepted. Lessor shall be responsible for all repairs required to the structure, including the roof, exterior wall, and structural foundations.

4. **ALTERATIONS:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes; regulations, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessee understands that Lessor is a public entity and Lessee shall not make any use of the property which could detrimentally affect the rights, obligations or funding of the Lessor. Lessee shall indemnify and save harmless the Lessor, its officers, representatives, agents, and employees against any claims or liability arising from or based on the activities of Lessee whether pursuant to this Lease Agreement, or otherwise.

6. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **UTILITIES:** Applications and connections for telephone, fax and internet services on the demised premises shall be made in the name for the sole use of the Lessee only, and Lessee shall be solely liable for utility charges as they become due.

Applications and connections for necessary utility (electrical, water, garbage pick up and gas) services on the demised premises shall be made in the name of Lessor only and Lessor shall be solely liable for utility charges as they become due, including those for garbage pick up, sewer, water, gas, and electricity services. Lessee acknowledges that the leased premises are designed to provide standard electrical facilities and standard lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within thirty (30) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **INSURANCE:** Lessor shall insure the premises, however, Lessee understands and agrees that Lessee's possessions are not to be insured by the Lessor and Lessee must provide its own insurance of its possession within the premises, if desired.

10. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within thirty (30) days existing governmental laws and regulations, but such partial destruction shall not terminate this lease. In the event that the Lessor shall not elect to make such repairs, this lease may be terminated, with (thirty) 30 days written notice, at the option of either party. In the event that the building in which the demised may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate

this lease, with thirty (30) day written notice, whether the demised premises be injured or not. A total destruction of the building in which premises may be situated shall terminate this lease.

11. **CHOICE OF LAW:** It is specifically agreed by the parties hereto that this Agreement shall be subject to the laws of the State of Oklahoma, and should any part, term, or provision of this Agreement be determined by any Court to be illegal or in conflict with any law, the validity of the remaining provisions or portions of this Contract shall not be effected by such decision.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon.

Signed this ____ day of _____, 2023.

LESSOR

Josh Lee, Mayor
City of Vinita

LESSEE

Craig County Neighbors Helping Neighbors,
an Oklahoma non-profit corporation

By: _____
_____, President



120 S Wilson St, Suite B
Vinita, OK 74301
Phone: 918 323 4259
Fax: 918 256 3798

Contract 20230701

City of Vinita

Outsourcing Contract for IT Department/Services

Confidentiality Statement

The information in this documentation is proprietary, confidential and an unpublished work and is provided upon City of Vinita's covenant to keep such information confidential. Confidential Data supplied in this document may not be used for any purpose other than for which it was supplied. Confidential Data may not be transferred to other parties without the prior consent of Positronix Technology, Inc. In no event may this information be supplied to third parties without the expressed written consent of Positronix Technology, Inc.



120 S Wilson St, Suite B
Vinita, OK 74301
Phone: 918 323 4259
Fax: 918 256 3798

- I. Required Components
 - A. Emergency Response Plan
 - i. Positronix is committed to quick response times and, if necessary, on-site solutions facilitated by our close proximity to the city offices. Response times to emergency calls will average less than two hour during business hours, and less than eight hours after business hours. If after-hours work is approved, then the after-hours billing rate will apply.
 - B. Work Order Management and Tracking
 - i. Positronix provides and requires the use of a ticketing system.
 - C. Itemization of Fixed Costs
 - i. Positronix will provide some fixed rates as a component of the contract, good for the duration of the contract, to cover projects that go beyond the scope of the routine day-to-day operations and new projects under 10 hours. This will allow for a more comprehensive solution that may be utilized by the city to more feasibly manage and budget spending. For any determined project, Positronix will provide a fixed cost proposal to complete that project.
- II. Our Agreement
 - A. Support and On-site Action Plan
 - i. Positronix will provide local, on-call support during all operational business between the hours of 8:00AM and 5:00PM.
 - ii. Positronix will provided on-site support up to 70 man hours per month.
 - iii. When possible, Positronix will address support issues via remote administration tools.
 - B. Technology Procurement
 - i. Bids and/or any bidding processes will be the responsibility of the city.
 - C. Safety, Confidentiality, and Non-Disclosure
 - i. Positronix understands that in the course of working with its customers that its employees will be exposed to confidential and/or private information. Additionally, employees may have access to materials off-limits to individuals with criminal histories or records. To that effect, Positronix warrants the following clauses:
 - a) Positronix will require documentation be on file for all employees which covers the treatment of private information for all customers, with signed and dated confidentiality and non-disclosure agreements.
 - b) Positronix will insure that all employees have documented background checks.
 - D. Visiting, Reporting, and Planning
 - i. Positronix will perform status meetings as needed.
 - ii. Positronix will be available to participate in technology planning meetings.
- III. Expectations and Understanding of Risk
 - A. What We Expect from You
 - i. Your team must respond quickly to our questions. You must also commit to being honest and upfront about issues. If Positronix does something that does not meet your expectations, you must tell us immediately. If you are uncomfortable about an action or result, tell us immediately. If you do not agree or feel that we are not meeting a business objective (or that a business objective has changed), you must voice your concerns promptly and to the appropriate parties.
 - B. No Relationship is Risk Free
 - i. A relationship of this type has two types of risks: contractual and operational. We are prepared to work with the City of Vinita on minimizing your contractual exposure and ensuring you are comfortable that we are mutually invested in the success of this relationship.
- IV. Change in Services
 - A. Changes to the service contract may be made through negotiation and acceptance by authorized



120 S Wilson St, Suite B
Vinita, OK 74301
Phone: 918 323 4259
Fax: 918 256 3798

representatives of both City of Vinita and Positronix. The change authorization will outline the rationale and requirements for the change. Some changes may incur an associated and negotiated charge. The change shall be made in writing, shall be signed and dated by authorized representatives of both entities, and shall be attached as a change addendum to the contract. A change addendum shall supersede requirements in the contract.

V. Pricing and Contract Acceptance

This contract is an annual maintenance and support contract offered at an annual base price of \$33,300.00. The contract term runs from July 1, 2023 to June 30, 2024. A determination for continuance is to be made by July 1, 2024 after an evaluation in May. Unless denied a continuance, the contract will automatically renew for a full year from July 1, 2024 to June 30, 2025 for the full amount of the base price.

Total Contract Pricing: **\$33,300**

Project Rates:

Hourly Pricing (Business Hours) Tier One Cost: \$50.00/hr

Off-hour/Emergency Pricing Tier One Cost: \$100.00/hr

To indicate acceptance of this contract, the signing agent for the City of Vinita should sign and date this contract, and return a copy to Positronix.

City of Vinita

Positronix Technology, Inc.

(authorized signature)

(authorized signature)

(printed name)

(printed name)

(date)

(date)

FIRE PROTECTION AGREEMENT

THIS AGREEMENT is made between the **CITY OF VINITA**, a municipal corporation of the State of Oklahoma, PO Box 329, Vinita, Oklahoma 74301-0329 (hereinafter referred to as “the City”) and **NORTHEAST OKLAHOMA CORRECTIONAL CENTER**, PO Box 887, Vinita, Oklahoma 74301-0887 (hereinafter referred to as “NOCC”).

WITNESSETH:

WHEREAS, NOCC is the owner of certain lands, vehicles, buildings, and other structures situated outside the corporate limits of the City, which Locations are described as:

WHEREAS: the City can provide said fire protection in accordance with Title 1 Chapter 7 Article B-10 of the Code of Ordinances of the City, as amended.

IT IS THEREFORE MUTUALLY AGREED by and between NOCC and the City that the CITY will answer all fire calls to said premises unless, in the opinion of the Fire Chief, it inexpedient to do so because of another fire in the City, broken apparatus, impassable or dangerous highway, or other physical conditions.

NOCC agrees to pay the City a contract rate of Four Hundred Fifty Dollars (\$450.00) for the first hour, plus labor at cost thereafter for each run made to the premises in response to a request made by NOCC of on its behalf for the purpose of extinguishing or preventing fires or providing other Fire Department Services, with a minimum charge of Four Hundred Fifty Dollars (\$450.00) per run.

IT IS FURTHER AGREED by and between NOCC and the City that the City, in answering fire alarms, or calls, or performing any fire prevention services outside the corporate limits of the City shall be considered as an agent of the State of Oklahoma and acting solely and alone in a governmental capacity, and said municipality shall not be liable in damages for any act of commission , omission, or negligence while answering, or returning from any fire, or reported fire, or doing any fire prevention work.

IT IS FURTHER AGREED by and between NOCC and the City the following:

- a) That the agreement applies only to those buildings and other structures described hereinabove;
- b) That this agreement shall not be in conflict with any Mutual Aid Agreement by and between the fire department located at the Oklahoma Forensic Center (formerly, Eastern State Hospital) and the City fire department;
- c) That this agreement shall not bind the City to purchase special apparatus equipment or any other thing of any kind to fulfill the City’s obligation;

- d) That the motorized equipment of the fire department shall, except as to NOCC or other law enforcement vehicles, have right of way over all other commercial and pleasure vehicles, and;
- e) That the City shall not be in default in the performance of this agreement and shall have no liability whatsoever for failure to perform under this agreement in the event City fire department personnel fail or refuse to perform under this contract due to or as a result of any inmate disturbances, strikes, riots, sieges, conflicts, takeovers. This provision shall apply even if an ongoing fire is expected to threaten life or damage to NOCC premises.

IT IS FURTHER AGREED by and between NOCC and the City that the term of this agreement shall be for a one (1) year period commencing on July 1, 2023, and ending June 30, 2024, but said agreement can be renewed from year to year thereafter by issuance of a letter of understanding prior to the anniversary date, and; that NOCC and the City can terminate this agreement at any time upon thirty (30) days written notice to the other party.

CITY OF VINITA, OKLAHOMA

Josh D. Lee, Mayor

ATTEST:

Brian Prince, City Clerk

**NORTHEAST OKLAHOMA
CORRECTIONAL CENTER**

Derrick Yazel, Warden

Scott Nunn, Administrator

Gary Elliott, General Counsel for
Department of Corrections

CITY AGREEMENT WITH EASTERN TRAILS MUSEUM, INC.

This agreement made and entered into this 20th day of June, 2023, by and between the City of Vinita, Oklahoma, hereinafter referred to as “City”, and Eastern Trails Museum, Inc., an Oklahoma nonprofit corporation, hereinafter referred to as “Museum”;

WITNESSETH:

That City desires to secure the services of Museum to provide certain services as hereinafter enumerated to citizens and tourists of the City of Vinita, and Museum has agreed to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. This Agreement shall be effective for the period of time commencing on July 1, 2023, and ending on June 30, 2024.
2. During the time period above set forth, Museum shall supply the following services to the City of Vinita, Oklahoma, for the benefit of its citizens and tourists, as follows, to wit:
 - a. Display items of historical value.
 - b. Ensure regular hours of operation, minimum of thirty (30) hours per week.
3. As a means of providing the services above described, Museum agrees to employ a part-time employee. Museum shall be responsible for all federal taxes, social security payments, workers’ compensation insurance and any other additional payments or compensation required as a result of the employment of the above described personnel.
4. In consideration for the above services, City shall pay to Museum monthly payments of \$1,600.00, payable on or before the last day of each month during the term hereof. Museum shall provide City with documentation of hours worked which shall be signed by the employee and Museum supervisor.
5. Museum shall not assign or pledge this Agreement, or any part hereof, without the express written consent of City.
6. In the event Museum fails to satisfactorily perform the services, or refuses to comply with any of the provisions of this Agreement, City may, at its option, declare this Agreement cancelled upon thirty days written notice to Museum, specifying the nature of the default; provided that Museum shall, within said thirty day period, have the right to cure the default, and prevent cancellation of the Agreement.
7. Museum shall abide by all applicable state and federal laws and regulations, and Museum shall indemnify and save harmless the City, its officers, representatives, agents, and employees against any claims or liability arising from or based on the activities of Museum whether pursuant to this Agreement, or otherwise.

8. It is specifically agreed by the parties hereto that this Agreement shall be subject to the laws of the State of Oklahoma, and should any part, term, or provision of this Agreement be determined by any Court to be illegal or in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be effected by such decision.
9. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon.
10. Museum agrees to provide a complete audit of all income and expenses for the operation of the Eastern Trails Museum, Inc., at all reasonable times upon request of the City. Prior to consideration of a renewal of this Agreement, Museum will submit an appropriate budget proposal for the consideration of the City for implementation in the ensuing fiscal year. Time sheets for Director and Volunteers will be turned into City Clerk's Office no later than the 20th of each month.
11. Museum will not make any improvements or changes to the facility without Council approval.

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Vinita, Craig County, Oklahoma, the day and year first above written.

CITY OF VINITA, OKLAHOMA

By: _____
Josh D. Lee, Mayor

ATTEST:

Brian Prince, City Clerk

EASTERN TRAILS MUSEUM, INC.

By: _____
Danny Lankford, Chairman

Request to Transfer Designated Funds

Department	From	To	Amount
General Government	M/O	Governing Board Personnel Services	\$ 15,000.00
General Government	M/O	Municipal Court Personnel Services	\$ 1,600.00
General Government	M/O	Fire Department Personnel Services	\$ 57,000.00
General Government	M/O	Library Personnel Services	\$ 2,000.00
			\$ 75,600.00

Date: _____

Signature: _____

ORDINANCE NO. 3814

AN ORDINANCE ESTABLISHING THE SALARIES AND COMPENSATION OF ELECTED OFFICIALS OF THE CITY OF VINITA, OKLAHOMA; PROVIDING FOR REVISION THERETO; AND IN DECLARING EMERGENCY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINITA, OKLAHOMA:

I. That the provisions of Title 1, Section 1-6-3 shall be amended as follows; to-wit:

Title 1, Section 1-6-3 SALARIES AND COMPENSATION

A. Salaries Established: the following salaries and rates of compensation are established for the elected officials of the city of Vinita:

1. Mayor: The mayor shall be paid three thousand four hundred twenty-eight and 07/100 dollars (\$3,428.07) per month, with a car allowance of two hundred fifteen dollars (\$215.00) per month.
2. Council Members: The pay period for council members shall be monthly with council members to be paid eighty-five dollars (\$85.00) for each regularly scheduled city council meeting and fifteen dollars (\$15.00) for each emergency meeting, special meeting, and committee meeting.
3. City Clerk: The city clerk shall be paid five thousand six hundred seventy and 77/100 dollars (\$5,670.77) per month, with a car allowance of two hundred dollars (\$200.00) per month.
4. City Treasurer: The city treasurer shall be paid one thousand seven hundred thirty-nine and 49/100 dollars (\$1,739.49) per month.
5. Police Chief: The police chief shall be paid five thousand six hundred seventy and 77/100 dollars (\$5,670.77) per month, with a car allowance of two hundred dollars (\$200.00) per month.
6. Street Commissioner: The street commissioner shall be paid five thousand six hundred seventy and 77/100 dollars (\$5,670.77) per month, with a car allowance of two hundred dollars (\$200.00) per month. (Ord. 3054, 1-7-1997; amd. Ord. 3091, 12-28-1998; Ord. 3199, 1-3-2003; Ord. 3262, 12-21-2004; Ord. 3340, 12-19-2006; Ord. 3422, 1-20-2009; Ord. 3642, 1-17-2017; Ord. 3651, 5-16-2017; Ord. 3760, 4-6-2021; and Ord. 3814, 6-20-23).

B. Salary Increases: At the beginning of each fiscal year commencing during an odd-numbered year, starting with the fiscal year 2023-2024, and thereafter at the beginning of each

subsequent fiscal year commencing during an odd-numbered year, the monthly salaries of the elected statutory aldermanic officials, i.e., the Mayor, City Clerk, Chief of Police, Street Commissioner and City Treasurer, shall be increased by two percent (2%) above the monthly salary each elected statutory aldermanic official earned throughout the preceding two (2) fiscal years. (Ord. 2394, 1-18-1983; Ord. 2440, 8-7-1984; Ord. 3760, 4-6-2021; and Ord. 3814, 6-20-23).

II. Emergency Ordinance: That for the preservation of public health, peace, and safety of the citizens of the City of Vinita, Oklahoma, an emergency is hereby declared to exist, by reason whereof its passage, this Ordinance shall be in full force and effect from and after its passage, approved and publication.

PASSED AND APPROVED by the City Council of the City of Vinita, Oklahoma, with the Emergency Clause being approved and voted on separately, on this 20th day of June, 2023.

CITY OF VINITA, OKLAHOMA

By: _____
Josh D. Lee, Mayor of the City of
Vinita, Oklahoma

ATTEST:

Brian Prince, City Clerk

Approved as to the form and legality this ____ day of June, 2023.

By: _____
Leonard M. Logan, IV, City Attorney for the
City of Vinita, Oklahoma

ORDINANCE NO. 3815

AN ORDINANCE ESTABLISHING COMPENSATION OF THE FIRE CHIEF OF THE CITY OF VINITA, OKLAHOMA; PROVIDING FOR REVISION THERETO; AND IN DECLARING EMERGENCY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINITA, OKLAHOMA:

I. That the provisions of Title 1, Section 1-7B-4 shall be amended as follows; to-wit:

Title 1, Section 1-7B-4 COMPENSATION

The chief, assistant chief and each firefighter shall receive such compensation as may be determined by the city council. However, the fire chief's compensation shall not be set less than the police chief's compensation as provided for in Title 1, Section 1-6-3. Beginning July 1, 2023, the fire chief's base compensation shall be tied to and set in the same amount as that of the police chief's base compensation. Any increases to the base pay of the police chief shall be automatically applied in the same amount to the base pay of the fire chief. (1986 Code § 1-37; Ord 3815 6-20-2023)

II. Emergency Ordinance: That for the preservation of public health, peace and safety of the citizens of the City of Vinita, Oklahoma, an emergency is hereby declared to exist, by reason whereof its passage, this Ordinance shall be in full force and effect from and after its passage, approved and publication.

PASSED AND APPROVED by the City Council of the City of Vinita, Oklahoma, with the Emergency Clause being approved and voted on separately, on this 20th day of June, 2023.

CITY OF VINITA, OKLAHOMA

By:

Josh D. Lee, Mayor of the City of Vinita, Oklahoma

ATTEST:

Brian K. Prince, City Clerk

Approved as to the form and legality this 20th day of June, 2023.

By:

Leonard M. Logan, IV, City Attorney for the City of Vinita, Oklahoma



Invoice Date
09 Jun 2023

Invoice Number
ORD-1635

PO Number
LOA - 6 Feb 2023

CMC Rescue, Inc. All Rights Reserved
6740 Cortona Drive
Goleta CA 93117
United States
Phone: 8054567194
Email: rescueschool@cmcpro.com

INVOICE

Vinita Fire Department
ATTN: Josh Lee
203 W Canadian
Vinita
OK
74301
United States

Description	Quantity	Unit Price	Tax	Amount USD
Confined Space Rescue Technician (C23- VINITA-CSRT-OK), 5-Jun-2023 - 9-June-2023 8:00 AM - 5:00 PM	1.00	24,799.00	Tax	24,799.00
			Subtotal	24,799.00
			Total Tax	0.00
			Invoice Total USD	24,799.00
			Total Net Payments USD	0.00
			Amount Due USD	24,799.00

Payment due 8-Jul-2023



Northeast Oklahoma Electric Cooperative Foundation, Inc.

RETURN RECEIPTS Vinita Police Department

I understand that I must provide the Foundation with copies of all receipts connected with this project, program, or need within 60 days and said receipts must total \$10,000.00 to purchase 3 laptops for GPS System.

I understand if I fail to provide the proper receipts, the organization or individual I represent must return the funds received at the end of 60 days. In the event the project, program, or needed expenses are less than the funding received from the Foundation, I understand that I must return the unused portion of funds by the end of 60 days.

Additionally, I understand that failure to provide the required receipts or reimbursement will result in the above-named organization or individual being ineligible for future funding.

Receipts or reimbursement must be sent to:

Northeast Oklahoma Electric Cooperative Foundation, Inc.
Attention: Sami Jo Frisby
P.O. Box 948
Vinita, Oklahoma 74301
918-256-9417
Email: oru@noec.coop

(This letter is for your records to serve as a reminder to return your receipts after you have made your purchase.)



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

MARK JOHNSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NJVX671	5/12/2023	PANASONIC OPTIONS	2016326	\$10,740.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Protection Plus - accidental damage coverage - 3 years</u> Mfg. Part#: FZ-SVCTPNF3YR UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	4620255	\$285.00	\$570.00
<u>Panasonic TOUGHBOOK CF-33 12" Core i7-10810U 16GB RAM 512GB Windows 11 Pro</u> Mfg. Part#: CF-33SZ-0GKM Contract: National IPA Technology Solutions (2018011-01)	2	7227391	\$5,085.00	\$10,170.00

SUBTOTAL	\$10,740.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$10,740.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: VINITA POLICE DEPT BARRY ARMSTRONG PO BOX 163 VINITA, OK 74301-0163 Phone: (918) 256-6414 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: VINITA POLICE DEPT MARK JOHNSON 104 E ILLINOIS AVE VINITA, OK 74301-3240 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alec Pallerino | (877) 459-7057 | alecpal@cdwg.com

NORTHEAST OKLAHOMA ELECTRIC
COOPERATIVE FOUNDATION, INC.
POST OFFICE BOX 948
VINITA, OKLAHOMA 74301-0948

PLEASE DETACH AND RETAIN

No. 2879

Date: 06/02/2023

DATE	INVOICE	DESCRIPTION	GL ACCOUNT	DEPT ACTV	AMOUNT
06/02/2023	20230602112119	THREE NEW IN-CAR LAPTOPS WITH G	1 0500.0	0 533	10,000.00
Vendor: 2171 VINITA POLICE DEPARTMENT					Totals: 10,000.00

City Administrator report

June 20, 2023

Attend Grand Gateway board meeting. Working on next year budget. Had a meeting with the utility crew and Justin to go over some concerns they had. We have had some problems at the pool keeping chemicals at the right levels. The pool director has done a terrific job of keeping it open and running in a safe manner. The new trash truck is running the commercial route doing a good job. I have been meeting with the street commissioner about the upcoming route 66 festival and the Juneteenth celebration and all the preparation that go along with them. Every thing seems to be moving along as normal at least for Vinita.

Vinita Public Library
Department Report to City Council
 June 20, 2023

ALL TOGETHER NOW! Summer Reading at the library is going strong! We have had a wonderful response to our program for children ages 5 & under with regular attendance of 12 children and more. This is a new age group for summer reading at our library and we are pleased at its success.

We had a Special Program from the Finer Arts of Oklahoma come in on Friday, June 16th to entertain the children with performance art that uses interactive drama, puppets, clowning and storytelling. All age groups participated in this program. We have had lots of publicity in the Vinita Daily Journal and on social media. There are 3 weeks left in the Summer Reading Program before the Wrap-up Party and Awards on July 12th.



Summer Reading age K – 5th grade plays games during activity time. This large Summer reading group is divided into two groups. While one group does crafts, the other does activities, then they switch.



Summer Reading for age 5 & under had a Bubble themed program which included a bubble craft.

ACTIVITY	April	May
New memberships	22	49
Materials circulation (books and audiovisuals)	1,334	1,906
Materials (physical) added to local collection	15	27
Public computer sessions (average 58 min/session)	337	296
Library visits	2,621	3,059
Circulation from OK Virtual Library Consortium	674	631

Respectfully submitted,
Vanessa Hicks, Library Director



Vinita Fire Department
203 W. Canadian Ave
918-256-2674
www.vinitafire.com
chief@vinitafire.com

Hello Mayor and Council,

Day-to-day operations continue to run smoothly. Our annual hose testing was completed this week, with very minimal failures! In the fall we will have the pumps on the engines tested and we will perform hydrant testing as well. Membership subscription mailers were sent out, and we have already started receiving new membership dues for the upcoming fiscal year.

Incidents

As of Friday, the 16th we have currently responded to 56 incidents through the month of June. This is right on pace for our monthly averages.

Personnel

Again, we still have one employee undergoing physical therapy for a work-related knee injury. He continues therapy for the next six weeks and will be reevaluated. I will as always keep you updated on this. Just a reminder, this employee is still working full duty, without any restrictions, but still under a doctor's care for the work-related injury.

Apparatus

E-4 is having trouble starting. It is progressively getting worse and will need to be sent to Joplin more than likely to be looked at. I will keep you updated.

Classes & Training

Our confined space class we hosted at the Pryor vo-tech was a huge success. We were able to send 11 members from our department, both career and volunteer through the class. This cost of the class was paid for by our SAFER grant and was just under \$25,000.

Community

This past Wednesday we were invited over to Attucks Park by the boys and girls club. They were hosting a summer camp and we had the pleasure of cooling them off by spraying them with the deck gun on E-5!



Please reach out if you have any questions.
Thank you.



Code Enforcement

Report

June 2, 2023, to June 15, 2023

Inspected replacement of wiring, electrical panel, and weather head of a residence.

Investigated the complaint of city crews cutting brush and placing it on a property on s. third street. The city administrator and I went and drove the alley the brush that we saw had broken from the trees and had fallen to the ground.

Investigated a complaint of tall grass and weeds at 243 S. Brewer. I found that tall grass and weeds do exist and have mailed the property owner a courtesy notice since they live out of town.

Investigated a complaint of a subject living in an RV in a residentially zoned district. Upon arrival I saw steps to get into the door of the RV and a small fence to make a yard. I spoke to the occupant of the dwelling and asked if someone was living in the RV. The occupant advised there was a gentleman staying in the RV. I explained the city ordinance on living in and parking RVs in the city. The occupant advised they would correct the violation.

Investigated a complaint of tall grass and weeds at 102 clay circle. There was tall grass and weeds at this location. I know that this location is a rental and appears to be unoccupied. I mailed the property owner a courtesy notice.

Investigated a complaint of tall grass and weeds behind 214 N. Foreman. I checked the area and did not find any tall grass and weeds.

Performed a final inspection on a new residential construction. Everything inspected good.

Performed a final inspection on a new residential construction. There are some issues with the electrical. I have made the contractor aware, and he is working to correct the issue. When he advises he is ready I will reinspect the electrical.

Investigated a report of tall grass and weeds at 216 N. Smith. Upon inspection of this location, I found that there was tall grass and weeds. Due to the dwelling being vacant I mailed the property owner a courtesy notice.

Investigated a report of tall grass and weeds at 219 S. Second. Upon inspection of this location, I found that there was tall grass and weeds. Due to this location being an empty lot I mailed the property owner a courtesy notice.

I have also been mowing our city lots and lots of properties owners have not been mowing. I have been doing follow ups and finding new violations. I have attached my charts and graphs to this report.