

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432, and at Community Center, 121 High Street, Eufaula, OK 74432 (the meeting location) on July 6, 2023, at 4:00 p.m.

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432



NOTICE AND AGENDA OF MEETINGS

Monday
July 10, 2023
5:30 p.m.

City Council and Eufaula Public Works Authority

The City of Eufaula encourages participation from all its citizens in public meetings. However, if participation is not possible due to a disability, notify the City Clerk in writing at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made (ADA 28CFR/36).

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes. Any person desiring to address the Council during such period must sign in with the City Clerk, provide their name and address, and specify the agenda item they wish to address. Remarks will be limited to the agenda item under consideration, and the speaker is allowed to speak only once. If written materials are submitted, ten (10) copies should be made available and may not be returned. Under Oklahoma law, the Council Members are prohibited from discussing or taking action on items, not on today's agenda.

The complete packet of information for the agenda items is available online at
CityofEufaulaOK.com

City Council

Freeholder Mayor Todd Warren
Ward 1 Vice Mayor Josh Cummings
Ward 2 Council Member Nancy Mouser
Ward 3 Council Member Jamie Upton
Ward 4 Council Member Open

AGENDA
EUFAULA CITY COUNCIL
July 10, 2023
5:30 p.m.

- | | |
|--------------------------|-------------------|
| 1. CALL TO ORDER | MAYOR TODD WARREN |
| 2. INVOCATION | |
| 3. PLEDGE OF ALLEGIANCE | MAYOR TODD WARREN |
| 4. ROLL CALL /ATTENDANCE | VALARIE COX |

CONSENT AGENDA

All matters listed under the Consent Agenda are routine by the City Council and will be enacted by one motion. Therefore, there will not be a separate discussion of these items. However, if a discussion is desired, that item will be removed from the Consent Agenda and considered separately. The item will then be placed in its proper order on the regular meeting agenda and will be considered at that time.

- 5. APPROVAL OF MINUTES.
 - A. REGULAR COUNCIL MEETING June 5, 2023
 - B. SPECIAL COUNCIL MEETING June 20, 2023
- 6. APPROVAL OF THE TREASURER'S REPORT.
- 7. APPROVAL OF THE JUNE 2023 PAYROLL FIGURES FOR THE GENERAL FUND IN THE AMOUNT OF \$75,375.20.
- 8. RECEIPT OF JUNE CLAIMS: CITY OF EUFAULA.

ITEMS REMOVED FROM THE CONSENT AGENDA

9. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an MOU with the 25th District Attorney District, Multi-Jurisdictional Violent Crime Task Force.
10. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #3 from Voy Construction in the amount of \$275,386.29 for the Splash Pad project.
11. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of the Eufaula Public Schools School Resource Officer MOU for the 23-24 school year.
12. REMARKS AND INQUIRIES BY CITY COUNCIL.
13. ANNOUNCEMENTS.
14. ADJOURNMENT.

AGENDA
EUFAULA PUBLIC WORKS AUTHORITY
July 10, 2023
5:30 p.m.

1. ROLL CALL /ATTENDANCE

CONSENT AGENDA

All matters listed under the Consent Agenda are routine by the Public Works Authority and will be enacted by one motion. Therefore, there will not be a separate discussion of these items. However, if a discussion is desired, that item will be removed from the Consent Agenda and considered separately. The item will then be placed in its proper order on the regular meeting agenda and will be considered at that time.

2. APPROVAL OF MINUTES.

- A. REGULAR MEETING JUNE 5, 2023.
- B. SPECIAL MEETING JUNE 20, 2023

3. APPROVAL OF THE JUNE 2023 PAYROLL FIGURES FOR THE EUFAULA PUBLIC WORKS AUTHORITY IN THE AMOUNT OF \$46,033.37.

4. RECEIPT OF JUNE CLAIMS: EUFAULA PUBLIC WORKS AUTHORITY.

ITEMS REMOVED FROM THE CONSENT AGENDA

- 5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #4 from Lone Hickory Cattle L.L.C. in the amount of \$112,774.64 for the sewer improvement project.
- 6. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #32 (Final) from Lone Hickory Cattle L.L.C. in the amount of \$21,000.00 for the water improvement project.
- 7. Adjournment.

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432, and at Community Center, 121 High Street, Eufaula, OK 74432 (the meeting location) on June 1, 2023, at 4:00 p.m.

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432



MINUTES NOTICE AND AGENDA OF MEETINGS Monday June 5, 2023 5:30 p.m.

City Council and Eufaula Public Works Authority

The City of Eufaula encourages participation from all its citizens in public meetings. However, if participation is not possible due to a disability, notify the City Clerk in writing at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made (ADA 28CFR/36).

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City Council

Freeholder Mayor Todd Warren
Ward 1 Vice Mayor Josh Cummings
Ward 2 Council Member Nancy Mouser
Ward 3 Council Member Jamie Upton
Ward 4 Council Member Open

AGENDA
EUFAULA CITY COUNCIL
June 5, 2023
5:30 p.m.

- | | |
|--------------------------|-------------------|
| 1. CALL TO ORDER | MAYOR TODD WARREN |
| 2. INVOCATION | CLIFF SHATSWELL |
| 3. PLEDGE OF ALLEGIANCE | MAYOR TODD WARREN |
| 4. ROLL CALL /ATTENDANCE | VALARIE COX |

Council members present: Mouser, Cummings, Warren and Upton.

CONSENT AGENDA

All matters listed under the Consent Agenda are routine by the City Council and will be enacted by one motion. Therefore, there will not be a separate discussion of these items. However, if a discussion is desired, that item will be removed from the Consent Agenda and considered separately. The item will then be placed in its proper order on the regular meeting agenda and will be considered at that time.

5. APPROVAL OF MINUTES.
 - A. REGULAR COUNCIL MEETING MAY 1, 2023
 - B. SPECIAL COUNCIL MEETING MAY 4, 2023
6. APPROVAL OF THE TREASURER'S REPORT.
7. APPROVAL OF THE May 2023 PAYROLL FIGURES FOR THE GENERAL FUND IN THE AMOUNT OF \$78,887.80.

8. RECEIPT OF MAY CLAIMS: CITY OF EUFAULA.

Motion to approve the consent agenda by Jamie Upton, 2nd by Todd Warren. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

ITEMS REMOVED FROM THE CONSENT AGENDA

9. Presentation by Rep. Randy Randleman related to State Grant Funding for the Eufaula Hospital Project.

Randy Randleman. Jeb Jones.

10. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of contract agreement with Fraternal Order of Police Lodge Number 207 for Fiscal Year 2023-2024.

Jeb Jones. Motion to approve contract agreement with Fraternal Order of Police Lodge Number 207 for Fiscal Year 2023-2024 by Josh Cummings, 2nd by Todd Warren. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

11. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of Resolution 23-06-01 adopting the Fiscal Year 2023-2024 budget for the General Fund, Airport Fund, Cemetery Perpetual Care Fund, CIP Fund, Disaster Emergency Fund, Health Department Fund, Police Account Fund, Police Drug Fund, Recreation Account Fund, and the Arvest/Southpoint Project Fund.

Jeb Jones. Motion to approve Resolution 23-06-01 adopting the Fiscal Year 2023-2024 budget for the General Fund, Airport Fund, Cemetery Perpetual Care Fund, CIP Fund, Disaster Emergency Fund, Health Department Fund, Police Account Fund, Police Drug Fund, Recreation Account Fund, and the Arvest/Southpoint Project Fund by Todd Warren, 2nd by Jamie Upton. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

12. REMARKS AND INQUIRIES BY CITY COUNCIL.

None

13. ANNOUNCEMENTS.

None

14. ADJOURNMENT.

Motion to adjourn by Jamie Upton, 2nd by Josh Cummings. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

AGENDA
EUFAULA ECONOMIC DEVELOPMENT AUTHORITY
JUNE 5, 2023
5:30 p.m.

1. ROLL CALL /ATTENDANCE CITY CLERK, VALARIE COX

Council members present: Mouser, Cummings, Warren and Upton.

2. APPROVAL OF MINUTES.
 A. REGULAR MEETING JUNE 6, 2022.

Motion to approve the regular meeting minutes of June 6, 2022, by Jamie Upton, 2nd by Todd Warren. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

3. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of Resolution 23-06-03 adopting the Fiscal Year 2023-2024 budget for the Eufaula Economic Development Authority Fund.

Jeb Jones. Motion to approve Resolution 23-06-03 adopting the Fiscal Year 2023-2024 budget for the Eufaula Economic Development Authority Fund by Todd Warren, 2nd by Nancy Mouser. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

4. Adjournment.

Motion to adjourn by Jamie Upton, 2nd by Josh Cummings. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

AGENDA
EUFAULA PUBLIC WORKS AUTHORITY
June 5, 2023
5:30 p.m.

1. ROLL CALL /ATTENDANCE

Council members present: Mouser, Cummings, Warren and Upton.

CONSENT AGENDA

All matters listed under the Consent Agenda are routine by the Public Works Authority and will be enacted by one motion. Therefore, there will not be a separate discussion of these items. However, if a discussion is desired, that item will be removed from the Consent Agenda and considered separately. The item will then be placed in its proper order on the regular meeting agenda and will be considered at that time.

2. APPROVAL OF MINUTES.

A. REGULAR MEETING MAY 1, 2023.

3. APPROVAL OF THE MAY 2023 PAYROLL FIGURES FOR THE EUFAULA PUBLIC WORKS AUTHORITY IN THE AMOUNT OF \$42,976.52.

4. RECEIPT OF MAY CLAIMS: EUFAULA PUBLIC WORKS AUTHORITY.

Motion to approve the consent agenda by Nancy Mouser, 2nd by Jamie Upton. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

ITEMS REMOVED FROM THE CONSENT AGENDA

5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of Resolution 23-06-03 adopting the Fiscal Year 2023-2024 budget for the Eufaula Public Works Authority Fund and the Eufaula Public Works Authority/CWSRF Fund.

6. Motion to approve Resolution 23-06-03 adopting the Fiscal Year 2023-2024 budget for the Eufaula Public Works Authority Fund and the Eufaula Public Works Authority/CWSRF Fund by Todd Warren, 2nd by Jamie Upton. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

7. Adjournment.

Motion to adjourn by Jamie Upton, 2nd by Todd Warren. Roll Call Vote Yes- Mouser, Cummings, Warren and Upton.

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432, and at Community Center, 121 High Street, Eufaula, OK 74432 (the location of the meeting) on June 15, 2023, at 4:00 p.m.

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432



MINUTES SPECIAL NOTICE AND AGENDA OF MEETINGS Tuesday June 20, 2023 5:30 p.m.

City Council and Eufaula Public Works Authority

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City Council

Freeholder Mayor Todd Warren
Ward 1 Vice Mayor Josh Cummings
Ward 2 Council Member Nancy Mouser
Ward 3 Council Member Jamie Upton
Ward 4 Council Member Open

AGENDA
EUFAULA CITY COUNCIL
June 20, 2023
5:30 p.m.

1. CALL TO ORDER MAYOR TODD WARREN

2. ROLL CALL /ATTENDANCE VALARIE COX

Council members present: Cummings, Warren and Upton. Mouser absent.

3. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement to approve Budget Amendment 4a for the General Fund.

Jeb Jones. Motion to approve Budget Amendment 4a for the General Fund by Josh Cummings, 2nd by Jamie Upton. Roll Call Vote Yes- Cummings, Warren and Upton.

4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement to award the Fire Station Pad, Site, and Concrete bid to McQuay Construction.

Jeb Jones. Motion to approve to award the Fire Station Pad, Site, and Concrete bid to McQuay Construction by Todd Warren, 2nd by Josh Cummings. Roll Call Vote Yes- Cummings, Warren and Upton.

5. ADJOURNMENT.

Motion to adjourn by Josh Cummings, 2nd by Todd Warren. Roll Call Vote Yes- Cummings, Warren and Upton.

Public Works Authority

Chairman Todd Warren
Vice Chairman Josh Cummings
Member Nancy Mouser
Member Jamie Upton
Member Open

AGENDA
EUFAULA PUBLIC WORKS AUTHORITY
June 20, 2023
5:30 p.m.

1. CALL TO ORDER MAYOR TODD WARREN
2. ROLL CALL /ATTENDANCE VALARIE COX

Council members present: Cummings, Warren and Upton. Mouser absent.

3. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement to approve Budget Amendment 4b for the Public Works Authority.

Jeb Jones. Motion to approve Budget Amendment 4b for the Public Works Authority by Todd Warren, 2nd by Jamie Upton. Roll Call Vote Yes- Cummings, Warren and Upton.

4. Adjournment.

Motion to adjourn by Jamie Upton, 2nd by Josh Cummings. Roll Call Vote Yes- Cummings, Warren and Upton.

CITY OF EUFAULA
MONTHLY TREASURY REPORT
MAY 2023

BANK OF EUFAULA

<u>Description:</u>	<u>Beginning Bank Balance</u>	<u>Deposits and Credits</u>	<u>Withdrawals and Debits</u>	<u>Ending Bank Balance</u>	<u>Change From Prior Month</u>
General Fund	1,579,339.92	\$ 349,224.81	\$ (315,767.12)	\$ 1,612,797.61	\$ 33,457.69
				\$500,610.77 ARPA FUNDS	
Eufaula Public Works Authority	\$ 1,624,935.54	\$ 357,911.85	\$ (282,365.82)	\$ 1,700,481.57	\$ 75,546.03
EPWA/ Capital Improvements Fund	\$ 214,668.37	\$ 14,096.03	\$ (11,883.60)	\$ 216,880.80	\$ 2,212.43
Airport	\$ 22,696.86	\$ 1,007.33	\$ (254.04)	\$ 23,450.15	\$ 753.29
City of Eufaula / CDBG	\$ -			\$ -	\$ -
Cemetery Perpetual Care	\$ 10,580.65	\$ 2,439.52	\$ -	\$ 13,020.17	\$ 2,439.52
CWSRF EPWA/ OWRB Construction Fund	\$ -			\$ -	\$ -
Dept of Commerce / CDBG	\$ 5.00	\$ -	\$ -	\$ 5.00	\$ -
EPWA SRF-SEWER	\$ 10,750.00	\$ 78,443.01		\$ 89,193.01	\$ 78,443.01
Disaster Emergency Fund	\$ 35,137.23		\$ (730.00)	\$ 34,407.23	\$ (730.00)
Eufaula Economic Develop. Authority	\$ 122,773.22	\$ 7,117.47	\$ (626.41)	\$ 129,264.28	\$ 6,491.06
McIntosh County Health Dept.	\$ 7,916.15	\$ 0.72	\$ -	\$ 7,916.87	\$ 0.72
Police Court Account	\$ 42,622.49	\$ 15,513.71	\$ (7,107.74)	\$ 51,028.46	\$ 8,405.97
Police Drug Fund	\$ 9,084.87	\$ 1,175.00		\$ 10,259.87	\$ 1,175.00
City of Eufaula / Recreation Acct.	\$ 211,391.67	\$ 9,031.83	\$ (112,642.37)	\$ 107,781.13	\$ (103,610.54)
City of Eufaula / Street Fund	\$ 326.04	\$ -	\$ -	\$ 326.04	\$ -
				72,144.70 RESERVED FOR SPLASHPAD	
CWSRF-AMR	\$ 11,603.48	\$ 2,283.60	\$ (2,793.07)	\$ 11,094.01	\$ (509.47)
EPWA-DWSRF	\$ 540,623.56	\$ 32,569.37	\$ (273,349.57)	\$ 299,843.36	\$ (240,780.20)
	<u>\$ 4,444,455.05</u>	<u>\$ 870,814.25</u>	<u>\$ (1,007,519.74)</u>	\$ 4,307,749.56	\$ (136,705.49)
<u>Total Net Operating Capital</u>				\$ -	
				\$ -	
<u>SOUTHPOINT</u>	<u>\$ 22,556.93</u>		\$ (8,419.49)	\$ 14,137.44	

Fund Summary

Fund	Units	Amount
10-City of Eufaula General Fund	2,497.75	75,375.20
Grand Total:	2,497.75	75,375.20



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Airport Acct-Airport Acct						
94	CANADIAN VALLEY ELECTRIC	06/02/2023	Regular	0.00	232.00	1338
15314	FIRST NET AT&T	06/14/2023	Regular	0.00	36.80	1339

Bank Code Airport Acct Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	268.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	268.80

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CWSRF-AMR-CWSRF-AMR						
14735	OKLAHOMA WATER RESOURCES BOARD	06/02/2023	Regular	0.00	2,793.07	1073

Bank Code CWSRF-AMR Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,793.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	2,793.07

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: EPWA-EPWA						
13644	American Fidelity	06/14/2023	Regular	0.00	20.04	211713

Bank Code EPWA Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	20.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	20.04

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Euf Disaster Emrgncy-Eufaula Disaster Emergency						
15377	Stigler Printing	06/06/2023	Regular	0.00	44.00	1805

Bank Code Euf Disaster Emrgncy Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	44.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	44.00

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Eufaula Econ Dev-Eufaula Econ Dev Authority						
11	EUFAULA Area CHAMBER OF COMMERCE	06/02/2023	Regular	0.00	5,366.24	1384
15295	MICHAEL TYLER PENDLEY	06/02/2023	Regular	0.00	250.00	1385
00053	BANK OF AMERICA	06/06/2023	Regular	0.00	3,131.28	1386
14217	COOKSON HILLS PUBLISHERS INC.	06/06/2023	Regular	0.00	625.00	1387
15344	VIP TECHNOLOGY GROUP LLC	06/06/2023	Regular	0.00	77.50	1388
15314	FIRST NET AT&T	06/14/2023	Regular	0.00	46.53	1389
244	NICHOLS GROCERY	06/14/2023	Regular	0.00	46.99	1390
00139	Reddy Ice, LLC	06/14/2023	Regular	0.00	864.00	1391
00072	Xtreme RV Resort, LLC	06/14/2023	Regular	0.00	300.00	1392

Bank Code Eufaula Econ Dev Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	9	0.00	10,707.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	9	0.00	10,707.54

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Acct-General Fund Acct						
15429	Auto Doctors	06/02/2023	Regular	0.00	804.88	35356
94	CANADIAN VALLEY ELECTRIC	06/02/2023	Regular	0.00	653.68	35357
14214	CINTAS	06/02/2023	Regular	0.00	368.23	35358
14217	COOKSON HILLS PUBLISHERS INC.	06/02/2023	Regular	0.00	151.19	35359
239	EUFAULA AUTO PARTS NAPA	06/02/2023	Regular	0.00	50.00	35360
82	EUFAULA TRUE VALUE	06/02/2023	Regular	0.00	522.53	35361
758	FLEETCOR TECHNOLOGIES	06/02/2023	Regular	0.00	1,186.86	35362
15110	GREGORY L. ROBERTS	06/02/2023	Regular	0.00	600.00	35363
415	GUARANTEE PEST CONTROL	06/02/2023	Regular	0.00	80.00	35364
15036	HELMS CONSTRUCTION	06/02/2023	Regular	0.00	465.00	35365
384	KAY ROBBINS WALL, ESQ.	06/02/2023	Regular	0.00	735.00	35366
00158	Ken's Garage	06/02/2023	Regular	0.00	445.92	35367
330	KIBOIS AREA TRANSIT SERVICE	06/02/2023	Regular	0.00	1,666.63	35368
217	McINTOSH COUNTY ASSESSOR	06/02/2023	Regular	0.00	50.00	35369
14912	MCINTOSH COUNTY CLERK	06/02/2023	Regular	0.00	6,951.75	35370
231	MR. PRINTER	06/02/2023	Regular	0.00	78.75	35371
251	O G & E	06/02/2023	Regular	0.00	15,038.66	35372
12527	OK CENTRALIZED SUPPORT	06/02/2023	Regular	0.00	110.48	35373
00145	OPTIONS, INC	06/02/2023	Regular	0.00	934.00	35374
759	O'REILLY AUTO PARTS	06/02/2023	Regular	0.00	143.23	35375
11947	OSBI	06/02/2023	Regular	0.00	150.00	35376
00161	Superior Steel Building	06/02/2023	Regular	0.00	23,307.60	35377
00053	BANK OF AMERICA	06/06/2023	Regular	0.00	5,378.60	35378
14214	CINTAS	06/06/2023	Regular	0.00	22.61	35379
14217	COOKSON HILLS PUBLISHERS INC.	06/06/2023	Regular	0.00	129.20	35380
239	EUFAULA AUTO PARTS NAPA	06/06/2023	Regular	0.00	132.27	35381
82	EUFAULA TRUE VALUE	06/06/2023	Regular	0.00	190.59	35382
569	HOPKINS PROPANE	06/06/2023	Regular	0.00	38.76	35383
13455	MCINTOSH COUNTY SHERIFF	06/06/2023	Regular	0.00	-445.00	35384
13455	MCINTOSH COUNTY SHERIFF	06/06/2023	Regular	0.00	445.00	35384
241	NELSON FEED & SEED, INC.	06/06/2023	Regular	0.00	160.70	35385
244	NICHOLS GROCERY	06/06/2023	Regular	0.00	7.75	35386
759	O'REILLY AUTO PARTS	06/06/2023	Regular	0.00	72.17	35387
14564	REDLINE AUTOMOTIVE	06/06/2023	Regular	0.00	582.99	35388
14323	VYVE BROADBAND A,INC	06/06/2023	Regular	0.00	155.74	35389
00163	LINDLEY'S PAINT & BODY SHOP	06/06/2023	Regular	0.00	9,676.15	35390
13644	American Fidelity	06/14/2023	Regular	0.00	20.25	35391
15429	Auto Doctors	06/14/2023	Regular	0.00	1,797.80	35392
00053	BANK OF AMERICA	06/14/2023	Regular	0.00	2.99	35393
94	CANADIAN VALLEY ELECTRIC	06/14/2023	Regular	0.00	427.98	35394
14214	CINTAS	06/14/2023	Regular	0.00	34.87	35395
14217	COOKSON HILLS PUBLISHERS INC.	06/14/2023	Regular	0.00	492.84	35396
13372	DEARBORN NATIONAL	06/14/2023	Regular	0.00	47.96	35397
14171	Delta Dental	06/14/2023	Regular	0.00	244.64	35398
124	EAST CENTRAL ELECTRIC	06/14/2023	Regular	0.00	176.32	35399
239	EUFAULA AUTO PARTS NAPA	06/14/2023	Regular	0.00	32.84	35400
379	EUFAULA F.O.P. LODGE #207	06/14/2023	Regular	0.00	225.00	35401
82	EUFAULA TRUE VALUE	06/14/2023	Regular	0.00	161.21	35402
15314	FIRST NET AT&T	06/14/2023	Regular	0.00	1,090.20	35403
758	FLEETCOR TECHNOLOGIES	06/14/2023	Regular	0.00	1,141.61	35404
15036	HELMS CONSTRUCTION	06/14/2023	Regular	0.00	472.50	35405
00153	Interstate Construction Administration Network, I	06/14/2023	Regular	0.00	1,162.50	35406
15846	La Tire Shop	06/14/2023	Regular	0.00	25.00	35407
14420	LAW ENFORCEMENT PSYCHOLOGICAL SERV,LLC	06/14/2023	Regular	0.00	125.00	35408
12511	LIBERTY NATIONAL LIFE INSUR.	06/14/2023	Regular	0.00	36.06	35409
217	McINTOSH COUNTY ASSESSOR	06/14/2023	Regular	0.00	50.00	35410
14158	MetLife	06/14/2023	Regular	0.00	45.75	35411
241	NELSON FEED & SEED, INC.	06/14/2023	Regular	0.00	66.00	35412
244	NICHOLS GROCERY	06/14/2023	Regular	0.00	41.01	35413
260	O N G	06/14/2023	Regular	0.00	607.33	35414

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
257	OKLAHOMA MUNICIPAL RETIREMENT	06/14/2023	Regular	0.00	1,431.14	35415
14456	OPEHW HEALTH PLAN	06/14/2023	Regular	0.00	3,764.91	35416
15409	Urgent Care of Muskogee	06/14/2023	Regular	0.00	50.00	35417
15344	VIP TECHNOLOGY GROUP LLC	06/14/2023	Regular	0.00	697.50	35418
15780	Yandell & Sons Mowing	06/14/2023	Regular	0.00	2,350.00	35419
00069	JULIE MUSGRAVES	06/20/2023	Regular	0.00	37.99	35420
00178	Parker Welding, LLC	06/29/2023	Regular	0.00	196.89	35421
292	OK POLICE PENSION & RETIREMENT	06/09/2023	Bank Draft	0.00	804.39	DFT0000556
292	OK POLICE PENSION & RETIREMENT	06/09/2023	Bank Draft	0.00	1,307.14	DFT0000557
321	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	2,128.29	DFT0000558
321	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	867.82	DFT0000559
107	OKLAHOMA TAX COMMISSION	06/09/2023	Bank Draft	0.00	854.00	DFT0000560
248	OK EMPLOYMENT SECURITY COMM.	06/09/2023	Bank Draft	0.00	256.92	DFT0000561
321	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	3,710.50	DFT0000562
292	OK POLICE PENSION & RETIREMENT	06/23/2023	Bank Draft	0.00	778.21	DFT0000573
292	OK POLICE PENSION & RETIREMENT	06/23/2023	Bank Draft	0.00	1,264.60	DFT0000574
321	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	2,388.57	DFT0000575
321	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	940.60	DFT0000576
107	OKLAHOMA TAX COMMISSION	06/23/2023	Bank Draft	0.00	973.00	DFT0000577
248	OK EMPLOYMENT SECURITY COMM.	06/23/2023	Bank Draft	0.00	265.20	DFT0000578
321	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	4,021.96	DFT0000579

Bank Code General Fund Acct Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	66	0.00	88,543.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-445.00
Bank Drafts	14	14	0.00	20,561.20
EFT's	0	0	0.00	0.00
	111	81	0.00	108,659.21

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Police Acct-Police Acct						
11947	OSBI	06/02/2023	Regular	0.00	150.00	3221
12970	PRATT LAW OFFICE,P.C.	06/02/2023	Regular	0.00	1,300.00	3222
1817	CITY OF EUFAULA GENERAL FUND	06/14/2023	Regular	0.00	5,851.41	3223
11946	CLEET	06/14/2023	Regular	0.00	555.52	3224
13455	MCINTOSH COUNTY SHERIFF	06/14/2023	Regular	0.00	1.44	3225
00135	Oklahoma Bureau of Narcotics	06/14/2023	Regular	0.00	5.00	3226
11947	OSBI	06/14/2023	Regular	0.00	1,087.52	3227

Bank Code Police Acct Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	7	7	0.00	8,950.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	7	7	0.00	8,950.89

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Recreation Acct-Recreation Acct						
336	T. H. ROGERS LUMBER CO.	06/14/2023	Regular	0.00	4.79	2630
15131	VALLEY ELECTRIC SERVICES LLC	06/14/2023	Regular	0.00	460.51	2631

Bank Code Recreation Acct Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	465.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	465.30

GF Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: South Point -South Point						
82	EUFAULA TRUE VALUE	06/14/2023	Regular	0.00	92.76	13
73	WHEELER METALS	06/14/2023	Regular	0.00	241.57	14
00178	Parker Welding, LLC	06/29/2023	Regular	0.00	13,803.11	15

Bank Code South Point Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	14,137.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	3	0.00	14,137.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	92	0.00	125,930.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-445.00
Bank Drafts	14	14	0.00	20,561.20
EFT's	0	0	0.00	0.00
	137	107	0.00	146,046.29

Fund Summary

Fund	Name	Period	Amount
10	City of Eufaula General Fund	6/2023	108,659.21
30	AIRPORT ACCOUNT	6/2023	268.80
34	DISASTER EMERGENCY FUND	6/2023	44.00
37	EUFULA ECONOMIC DEVELOP AUTH	6/2023	10,707.54
41	POLICE ACCOUNT	6/2023	8,950.89
43	RECREATION ACCOUNT	6/2023	465.30
46	Arvest Acct/ Southpoint Project	6/2023	14,137.44
90	Public Works Authority	6/2023	20.04
97	Eufaula Public Works/CWSRF	6/2023	2,793.07
			146,046.29



City Council Agenda Item No.9

Meeting Date: July 10, 2023

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an MOU with the 25th District Attorney District, Multi-Jurisdictional Violent Crime Task Force.

Initiator: David Bryning, Interim Chief

Information Source: Jeb Jones, City Manager. David Bryning, Interim Chief

Background: Chief Bryning was approached by the McIntosh County District Attorney to become a member of the District 25 Multi-Jurisdictional Violent Crime Task Force. Current members of the Task Force are the District 25 District Attorney, ATF, Checotah Police Department (City Of Checotah), Eufaula Police Department (City of Eufaula), Okmulgee Police Department (City of Okmulgee), Henryetta Police Department (City of Henryetta), Morris Police Department (City of Morris), Okmulgee County Sheriffs Department, Beggs Police Department (City Of Beggs), Dewar Police Department (City Of Dewar), and the McIntosh County Sheriffs Office. Member assists with major crime investigations within District 25.

Council Pillar: Although not a pillar, Public Safety is the driver for participation.

Financial Impact: N/A

Attachment: 25th District MOU

Recommended Action: Approval

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between: **District 25 District Attorney, ATF, Checotah Police Department (City Of Checotah), Eufaula Police Department (City of Eufaula), Okmulgee Police Department (City of Okmulgee), Henryetta Police Department (City of Henryetta), Morris Police Department (City of Morris), Okmulgee County Sheriff's Department, Beggs Police Department (City Of Beggs), Dewar Police Department (City Of Dewar), and the McIntosh County Sheriff's Office.**

Purpose. To establish a Multi-Jurisdictional Violent Crime Task Force. This Task Force will respond, assist and enforce laws against violent crimes within the 25th District Attorney District. The primary purpose of the Task Force is to investigate, prosecute, and deter violent crimes within District 25.

OVERVIEW / MISSION STATEMENT

The Task Force will assist agencies that are members to develop an effective response to violent crime cases. Due in large part to the man power and time consuming issues of these cases, the Task Force promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting violent crime cases. All agencies acknowledge that all Task Force Members act as partners in a District wide effort to combat violent crimes.

The Task Force goals are to enhance the investigations and prosecutions of violent Crimes and to increase public awareness and prevention of violent crimes. The objectives for the Task Force are: (1) increase the investigative capabilities, including effectiveness and efficiency, of law enforcement agencies in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of violent crime (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to violent crime offenses.

Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

It is the mission of the Task Force to identify and investigate individuals who commit violent crimes. As part of the primary mission, the Task Force must be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed violent crime offenses.

Violent Crimes are those crimes as described in Title 57 of Oklahoma Statutes 592 under the Mary Rippy Violent Crime Offenders Registration Act.

As part of its primary mission, each Task Force will:

Conduct investigations for which venue lies within the Task Force's Jurisdiction(s), including investigations of Rape, Robbery, Murder and any other violent crime.

All participating agencies will ensure that: Only sworn law enforcement personnel will conduct violent crime investigations.

GOALS FOR CASES PROSECUTED

Cases investigated by the Task Force may be prosecuted in Federal or State Court.

The Task Force agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in violent crime cases should, to the greatest possible extent, (a) reflect the seriousness of the offense, (b) promote respect for the law, (c) provide just punishment for the offense, (d) afford adequate deterrence to criminal conduct, (e) protect the public from further crimes of the defendant.

The United States Attorney's Office of the Eastern District of Oklahoma will provide federal prosecution for Task Force cases. The District 25 District Attorney will provide state prosecution for the Task Force.

JURISDICTION

It is expressly understood and agreed by all parties to this MOU that all responding agencies shall act in support of and under the authority of the District 25 District Attorney and shall be limited by the scope of the individual commissions issued.

A case agent will be assigned by the Task Force Commander they will maintain the case file to be submitted for prosecution. A copy of all documents, video and audio recordings collected as well as all reports generated shall be submitted to the Task Force case agent for inclusion in the file. This does not preclude the requesting agency from maintaining their own case file for their records.

LIABILITY AND WORK COMP

The individual agencies are responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.

Each employing agency agrees that at all times an individual employee is actively working Task Force cases, they shall be in on-duty status and covered by the agencies work comp coverage.

MEDIA

Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred to. However, each police chief and or Sheriff or his designee maintains the right to make releases as a normal course of business if the violent crime being worked is in their original jurisdiction.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations will be held in the strictest confidence, and will only be shared with participating Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

CONSISTENCY

No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

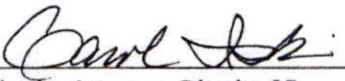
CHANGES AND AMENDMENTS

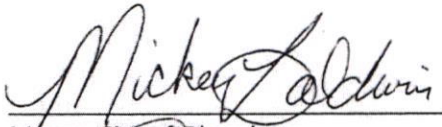
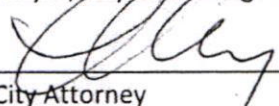
Each party further agrees that from time to time situations change and the need for changes may arise. Each party agrees that the Chiefs of Police, Sheriff or other properly designated representative may, through joint memorandums or memorandums of agreement modify the terms of this agreement.

EFFECTIVE DATE

This agreement shall be effective on 2/23, 2023 and continue until such time as the agreement is canceled by any of the parties upon written notice delivered to The District 25 District Attorney, Chief of Police or Sheriff.

Entered into this 23rd day of February, 2023.


District Attorney District 25


Mayor, City of Okmulgee

City Attorney
Approved as to Form

MEMORANDUM OF UNDERSTANDING

ADDENDUM

ADDITIONAL MUNICIPAL GOVERNMENTS ENTERING INTO DISTRICT 25 OKMULGEE/MCINTOSH
COUNTY VIOLENT CRIME TASK FORCE AGREEMENT.

The City of EUFAULA, Oklahoma, hereby enters into and agrees to be
mutually bound by the terms of the District 25 Violent Crime Task Force Agreement,
sponsored by the District 25 District Attorney's Office.

Effective this _____ day of _____, 20____.

Approved:

Mayor/Chairman City Council

City of _____

David Brynning
Chief of Police

City of EUFAULA

Date

6/27/23
Date

Approved as to Form:

City Attorney

City of _____

Date



Council Agenda Item No.10

Meeting Date: July 10, 2023

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #2 from Voy Construction. in the amount of \$275,386.29.

Initiator: Staff

Information Source: Jeb Jones, City Manager

Background: This is the third pay application for the Splash Pad project. This pay app covers the cost of site grading and the initial base rock for the project, splash pad plumbing, playground and splash pad equipment.

Council Pillar: Tourism and Recreation / Reliable Infrastructure / Fiscal Sustainability

Financial Impact: \$275,386.29

Attachment: Pay Application #3

Recommended Action: Approval of pay application #3.

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: City Of Eufaula 17 Hospital Drive Eufaula Ok 74432	PROJECT: Eufaula Splash Pad and Playground	APPLICATION NO: 003 PERIOD TO: June 23, 2023 CONTRACT FOR: General Construction CONTRACT DATE: March 03, 2023 PROJECT NOS: Cowan Group Engineering / VOY Construction LLC /
FROM CONTRACTOR: VOY Construction LLC 8500 E 41st Street Tulsa Ok 74145	VIA ARCHITECT: Cowan Group Engineering 7100 N Classen Dr Suite 500 Oklahoma City OK 73116	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$720,040.54
2. NET CHANGE BY CHANGE ORDERS	-\$190,856.13
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$529,184.41
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$416,648.13
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$20,832.41
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$20,832.41
6. TOTAL EARNED LESS RETAINAGE	\$395,815.72
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$120,429.43
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$275,386.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$133,368.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	-\$190,856.13	\$0.00
TOTALS	-\$190,856.13	\$0.00
NET CHANGES by Change Order		-\$190,856.13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Paul Bayard
 By: _____ Date: June 23, 2023
 State of: Oklahoma

County of: Tulsa
 Subscribed and sworn to before
 me this 23rd day of June, 2023

Notary Public: Renann Buchholz
 My Commission expires: 10/28/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$275,386.29
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ENGINEER
 By: Michael Taylor Date: 6/26/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G703[®] – 1992**Continuation Sheet**

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

003

APPLICATION DATE:

June 23, 2023

PERIOD TO:

June 23, 2023

ARCHITECT'S PROJECT NO:

Cowan Group Engineering

[illegible]

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User Notes:

(3B9ADAB9)

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

TO OWNER: **City of Eufaula**

**17 Hospital Drive
Eufaula, OK 74432**

PROJECT: Eufaula Splash Pad and Playground

CONTRACT DATED: March 3, 2023

STATE OF: Oklahoma

COUNTY OF: McIntosh

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

The following supporting documents should be attached hereto if required by Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

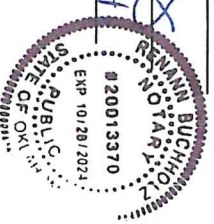
CONTRACTOR:
(Name and address)

BY: *Paul Bergard*
(Signature of authorized representative)

Paul Bergard Managing Member
(Printed name and title)

Subscribed and sworn before me on this date:
June 23, 2023

Notary Public: *Rebecca Welch*
My Commission Expires: *10/28/2024*



INVOICE AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF McIntosh) SS.

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Eufaula / Eufaula Public Works Authority, of money or any other thing of value to obtain payment of this invoice.

Poly Neal
Contractor or Supplier

Subscribed and sworn to before me this 23rd day of June, 2023
Ramon Buchas
Notary Public

My Commission Expires:



Mich Tyler
Architect, Engineer, or other
Supervisory Official

Subscribed and sworn to before me this 26 day of June, 2023
Tony Alexander
Notary Public

My Commission Expires:

5/20/26





City Council Agenda Item No. 13

Meeting Date: October 6, 2022

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of the School Resource Officer MOU and approve of the Mayor and City Manager's signatures on the document.

Initiator: Interim Chief Bryning

Information Source: Jeb Jones, City Manager, Chief Goodwin

Background: Chief Bryning has been in discussions with Superintendent Guthrie regarding the attached Memorandum of Understanding for two School Resource Officers for the 23-24 school year. Due to funding increases, Superintendent Guthrie and the Eufaula School Board have decided to expand the program to two SRO officers. This expansion will place an SRO officer at each campus. I am requesting your review and approval of signatures on the SRO MOU. The financial impact is minimal; we funded a single SRO last year, and with the addition of a second SRO, the additional cost will be just under \$14,000.

Council Pillar: School Safety

Financial Impact: \$13,991.77

Attachment: School Resource Officer MOU

Recommended Action: Approval of request.

2023-2024
SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
Between the City of Eufaula and the Eufaula School District

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Eufaula Police Department and the Eufaula School District, effective July 10, 2023.

SECTION 1. PURPOSE OF MOU

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the Eufaula School District and the City of Eufaula Police Department. The success of this program relies upon effective communication between all involved employees, the principal of each individual Eufaula school, and other key staff members of each organization.

SECTION 2. TERM

The term of this MOU shall begin on August 2, 2023, and end on May 24, 2024, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

SECTION 3. MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by the City of Eufaula Police Department (hereinafter referred to as "SRO") to Eufaula School District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.

2023-2024
SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
Between the City of Eufaula and the Eufaula School District

5. Establish rapport between the SRO and parents, faculty, staff, and administrators.

Moreover, the SRO will establish a trusting channel of communication with students, parents, and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO can serve as a non-biased source of counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

SECTION 4. ORGANIZATIONAL STRUCTURE

- A. Composition. The City of Eufaula Police Department shall assign two (2) full-time law enforcement officers to serve as SROs. The City of Eufaula Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council on Law Enforcement Education and Training. The Eufaula Police Department reserves the right to remove the SRO at any time if the Police Department staffing levels fall below acceptable norms.
- B. Supervision. The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City of Eufaula Police Department. The SRO is employed and retained by the City of Eufaula Police Department and, in no event, will be considered an employee of the Eufaula School District.

The Police Department and the School District shall each name a contact person who will monitor the program. Each school principal will designate a contact person for the school to facilitate communication.

SECTION 5. PROCEDURES

- A. Selection. The SRO positions will be filled per Police Department directives and selection process. The Eufaula Police Department will make the final selection of any SRO vacancy.
- B. SRO Program Structure. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference.

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Under this framework, the SRO is, first and foremost, a law enforcement officer for the Eufaula Police Department. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Eufaula Police Department. All acts of commission or omission shall conform to the guidelines of the Eufaula Police Department directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

The SRO is not a formal counselor or educator and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The Eufaula Police Department recognizes, however, that the Eufaula School District shall maintain full, final, and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Agency or its employees, and the Eufaula Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

SECTION 6. DUTIES AND RESPONSIBILITIES

- A. SRO. The responsibilities of the SRO will include but are not limited to:
1. Enforce criminal law and protect the students, staff, and the public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Eufaula Police Department. School authorities and the parents of any child involved shall be notified by the Eufaula Police Department as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
 2. Complete reports and investigate crimes committed on campus.
 3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law

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enforcement interviews or searches with students or staff on Eufaula School District property or at school functions under the jurisdiction of the Eufaula School District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the school principal before requesting additional enforcement assistance on campus and inform the school principal of any additional law enforcement responsibilities that may need to be undertaken.
5. The SRO will wear the Eufaula Police Department-issued uniform with all normal accessories and equipment, including a taser, pepper spray, body camera, and firearm. The Eufaula Police Department Police Chief may allow an exception to this rule at his / her discretion based on investigatory or policing needs.
6. The SRO shall be highly visible throughout the campus yet be unpredictable in their movements. For officer safety reasons, the SRO shall not establish any set routine which allows predictability in their movements and their locations.
7. Confer with the school principal to develop plans and strategies to prevent and minimize dangerous situations on or near the campus or involving students at school-related activities.
8. Comply with all laws, regulations, and school board policies applicable to employees of the Eufaula School District, including but not limited to laws, regulations, and policies regarding access to confidential student records and / or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the school principal's approval and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged and remain in full effect.
9. Provide information concerning questions about law enforcement topics to students and staff.
10. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.
11. Prepare lesson plans necessary for approved classroom instruction.
12. Provide supervised classroom instruction on a variety of law-related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.

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13. The SRO shall attend school special events as needed. Upon request and approval by the Eufaula School District, any other expenses generated beyond the assigned workday by the SRO or any other Eufaula Police Officer in his / her absence will be billed to the Eufaula School District at the completion of each calendar month.
 14. Attend law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize his / her absence from school on an instructional day.
 15. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
 16. The SRO will be familiar with all community agencies offering assistance to youths and their families, such as mental health clinics and drug treatment centers, and may make referrals when appropriate.
 17. It is the responsibility of the SRO to report schedule conflicts to the Eufaula School District.
- B. SRO SUPERVISOR. The responsibilities of the SRO supervisor will include but are not limited to:
1. Coordinate work assignments of the SRO.
 2. Ensure SRO compliance with Police Department directives.
 3. Coordinate scheduling and work hours of the SRO
 4. Work with the schools to make any needed adjustments to the SRO program throughout the school year.
 5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process. It shall be the responsibility of the schools contact person to obtain feedback from the school principals and teachers for the evaluation.
- C. SCHOOLS. The responsibilities of the Schools will include but are not limited to:
1. The Eufaula School District shall provide the SRO with a private, appropriately furnished, and climate-controlled office space at the High School that can be secured and is reasonably acceptable to the City of Eufaula Police Department. This shall include but is not limited to a desk with drawers, chair, filing cabinet for files and records which can be properly locked and secured, a telephone, and computer.
 2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO Program, goals, and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.

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3. When school personnel discover weapons, drugs, alcohol, or illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.
4. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
5. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
6. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

SECTION 7. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as a law enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued, and arrests made when appropriate and in accordance with the laws of the State of Oklahoma and the policies and procedures of the Eufaula Police Department. The SRO and the Eufaula Police Department will have the final decision on whether criminal charges shall be presented to the District Attorney's Office or the Office of Juvenile Affairs.

The Eufaula Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

SECTION 8. TERMINATION

This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

SECTION 9. HOLD HARMLESS

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1. In accordance with the laws of the State of Oklahoma and the Oklahoma Tort Claims Act, subject to the limitations of liability for public bodies set forth in the Oklahoma Tort Claims Act, each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions, and suits arising from the indemnitors performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
2. The Eufaula School District and the Eufaula Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the Police Department and/or the Eufaula School District subject to the provisions of Section 9, paragraph 1.

SECTION 10. COMPENSATION

1. The members of the Eufaula Police Department fall under a special section of the Fair Labor Standards Act. Therefore, as public safety personnel, Officers are required to work up to 43 hours weekly before they are paid for any overtime compensation. All overtime compensation is calculated at one and one-half the normal rate of pay per hour.
2. The current wages and benefits paid to an officer with less than three years of service to Eufaula is \$55,967.00 annually. This will calculate to \$25.03 per hour, per officer,
3. The SRO will maintain weekly time sheets, which will reflect all hours spent at the schools or assigned school functions and all hours spent on patrol each week. A copy of said time sheets shall be presented to the Police Department no later than 5:00 P.M. each Sunday, and a copy shall be presented to the High School Principal no later than 9:00 A. M. each Monday morning.
4. Payroll shall be made by the City of Eufaula on a bi-weekly basis throughout the year. At the conclusion of each calendar month, the City of Eufaula will submit an invoice to the Eufaula School District for the reimbursement of wages and benefits paid to the SRO while conducting the duties of an SRO. No later than thirty (30) days after mailing of the invoice, the Eufaula School District hereby agrees to reimburse the City of Eufaula for all compensation made to each SRO for all school hours worked as reflected by the weekly time sheets at a rate of \$25.03 per hour.
5. It is hereby understood by the Eufaula School District that at some point during the term of this MOU, the SRO may become eligible for a pay increase and the possibility that the benefits, such as insurance and retirement, may increase. No increase greater than 3% shall be made during the term of this MOU, should an increase occur, the Eufaula Police Department shall notify the Eufaula School District in writing prior to any hours being worked and charged at the increased rate.
6. The Eufaula School District agrees to utilize the SRO for a minimum of eight (8) hours per day, each day that school is in session. This will exclude breaks in school and recognized holidays.

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SIGNATURE PAGE

On behalf of the City of Eufaula
District

On behalf of the Eufaula School

Todd Warren
Mayor

Jeff Pippinger
Board of Education President

Jeb Jones
Eufaula City Manager

Monty Guthrie
Eufaula School District Superintendent

ATTEST

Eufaula City Clerk

Board of Education Clerk

Adopted on this _____ day
of _____, 2023

Adopted on this _____ day
of _____, 2023

Fund Summary

Fund	Units	Amount
90-Public Works Authority	2,074.50	49,033.37
Grand Total:	2,074.50	49,033.37



City of Eufaula, OK

PWA Claims List

By Check Number

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: EPWA-EPWA						
95-02	ACCURATE ENVIRONMENTAL LLC	06/02/2023	Regular	0.00	790.00	211682
15672-02	AT T	06/02/2023	Regular	0.00	511.40	211683
247-02	BANK OF OKLAHOMA	06/02/2023	Regular	0.00	62,197.27	211684
94-02	CANADIAN VALLEY ELECTRIC	06/02/2023	Regular	0.00	1,786.00	211685
239-02	EUFAULA AUTO PARTS NAPA	06/02/2023	Regular	0.00	27.19	211686
125-02	EUFAULA FORD MERCURY, INC.	06/02/2023	Regular	0.00	82.59	211687
82-02	EUFAULA TRUE VALUE	06/02/2023	Regular	0.00	120.97	211688
758-02	FLEETCOR TECHNOLOGIES	06/02/2023	Regular	0.00	627.83	211689
15686-02	Integrity Staffing Solutions, LLC	06/02/2023	Regular	0.00	1,694.42	211690
15846-02	La Tire Shop	06/02/2023	Regular	0.00	10.00	211691
251-02	O G & E	06/02/2023	Regular	0.00	8,160.50	211692
473-02	OK WATER RESOURCES BOARD	06/02/2023	Regular	0.00	14,988.33	211693
14735-02	OKLAHOMA WATER RESOURCES BOARD	06/02/2023	Regular	0.00	2,921.34	211694
759-02	O'REILLY AUTO PARTS	06/02/2023	Regular	0.00	132.48	211695
14274-02	PIED PIPER SERVICES OF NORTH AMERICA LLC	06/02/2023	Regular	0.00	55.00	211696
14482-02	SUE'S RECYCLING & SANITATION	06/02/2023	Regular	0.00	13,217.45	211697
336-02	T. H. ROGERS LUMBER CO.	06/02/2023	Regular	0.00	19.98	211698
14152-02	USA BLUE BOOK	06/02/2023	Regular	0.00	4,017.09	211699
12851-02	UTILITY SUPPLY COMPANY	06/02/2023	Regular	0.00	1,254.10	211700
15344-02	VIP TECHNOLOGY GROUP LLC	06/02/2023	Regular	0.00	243.98	211701
14323-02	VYVE BROADBAND A,INC	06/02/2023	Regular	0.00	105.90	211702
15760-02	Service Oklahoma	06/02/2023	Regular	0.00	19.00	211703
00053-02	BANK OF AMERICA	06/06/2023	Regular	0.00	194.00	211704
14214-02	CINTAS	06/06/2023	Regular	0.00	64.97	211705
82-02	EUFAULA TRUE VALUE	06/06/2023	Regular	0.00	170.03	211706
758-02	FLEETCOR TECHNOLOGIES	06/06/2023	Regular	0.00	89.23	211707
00097-02	Flo Trend LLC	06/06/2023	Regular	0.00	2,100.00	211708
15686-02	Integrity Staffing Solutions, LLC	06/06/2023	Regular	0.00	2,492.42	211709
759-02	O'REILLY AUTO PARTS	06/06/2023	Regular	0.00	89.29	211710
14482-02	SUE'S RECYCLING & SANITATION	06/06/2023	Regular	0.00	1,920.00	211711
95-02	ACCURATE ENVIRONMENTAL LLC	06/14/2023	Regular	0.00	335.00	211712
15429-02	Auto Doctors	06/14/2023	Regular	0.00	60.27	211714
94-02	CANADIAN VALLEY ELECTRIC	06/14/2023	Regular	0.00	450.00	211715
00174-02	Chad's Automotive Repair Service	06/14/2023	Regular	0.00	4,503.82	211716
350-02	CLIFFORD POWER SYSTEMS,INC.	06/14/2023	Regular	0.00	1,174.00	211717
00151-02	Coop's Drivers, Motors, and Controls	06/14/2023	Regular	0.00	800.00	211718
13372-02	DEARBORN NATIONAL	06/14/2023	Regular	0.00	25.00	211719
14171-02	Delta Dental	06/14/2023	Regular	0.00	181.31	211720
239-02	EUFAULA AUTO PARTS NAPA	06/14/2023	Regular	0.00	19.73	211721
82-02	EUFAULA TRUE VALUE	06/14/2023	Regular	0.00	130.95	211722
15314-02	FIRST NET AT&T	06/14/2023	Regular	0.00	717.62	211723
758-02	FLEETCOR TECHNOLOGIES	06/14/2023	Regular	0.00	354.14	211724
15686-02	Integrity Staffing Solutions, LLC	06/14/2023	Regular	0.00	1,739.64	211725
12511-02	LIBERTY NATIONAL LIFE INSUR.	06/14/2023	Regular	0.00	115.90	211726
14158-02	MetLife	06/14/2023	Regular	0.00	44.56	211727
257-02	OKLAHOMA MUNICIPAL RETIREMENT	06/14/2023	Regular	0.00	1,406.06	211728
14456-02	OPEHW HEALTH PLAN	06/14/2023	Regular	0.00	3,986.48	211729
759-02	O'REILLY AUTO PARTS	06/14/2023	Regular	0.00	60.24	211730
14482-02	SUE'S RECYCLING & SANITATION	06/14/2023	Regular	0.00	1,798.92	211731
336-02	T. H. ROGERS LUMBER CO.	06/14/2023	Regular	0.00	5.38	211732
15409-02	Urgent Care of Muskogee	06/14/2023	Regular	0.00	50.00	211733
12851-02	UTILITY SUPPLY COMPANY	06/14/2023	Regular	0.00	2,125.64	211734
15131-02	VALLEY ELECTRIC SERVICES LLC	06/14/2023	Regular	0.00	1,042.00	211735
15344-02	VIP TECHNOLOGY GROUP LLC	06/14/2023	Regular	0.00	90.00	211736

PWA Claims List

Date Range: 06/01/2023 - 06/30/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14515-02	WATER TECH, INC	06/14/2023	Regular	0.00	17,934.00	211737
14482-02	SUE'S RECYCLING & SANITATION	06/20/2023	Regular	0.00	23,117.42	211738
14482-02	SUE'S RECYCLING & SANITATION	06/29/2023	Regular	0.00	9,668.18	211739
321-02	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	1,070.56	DFT0000551
264-02	OKLAHOMA TAX COMMISSION	06/09/2023	Bank Draft	0.00	566.00	DFT0000552
321-02	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	2,249.44	DFT0000553
321-02	BANK OF EUFAULA	06/09/2023	Bank Draft	0.00	526.10	DFT0000554
248-02	OK EMPLOYMENT SECURITY COMM.	06/09/2023	Bank Draft	0.00	175.75	DFT0000555
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	1,066.14	DFT0000563
264-02	OKLAHOMA TAX COMMISSION	06/23/2023	Bank Draft	0.00	576.00	DFT0000564
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	2,278.16	DFT0000565
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	532.80	DFT0000566
248-02	OK EMPLOYMENT SECURITY COMM.	06/23/2023	Bank Draft	0.00	162.69	DFT0000567
321-02	BANK OF EUFAULA	06/21/2023	Bank Draft	0.00	16.64	DFT0000568
264-02	OKLAHOMA TAX COMMISSION	06/21/2023	Bank Draft	0.00	7.00	DFT0000569
321-02	BANK OF EUFAULA	06/21/2023	Bank Draft	0.00	17.86	DFT0000570
321-02	BANK OF EUFAULA	06/21/2023	Bank Draft	0.00	4.16	DFT0000571
248-02	OK EMPLOYMENT SECURITY COMM.	06/21/2023	Bank Draft	0.00	1.44	DFT0000572
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	46.40	DFT0000580
264-02	OKLAHOMA TAX COMMISSION	06/23/2023	Bank Draft	0.00	23.00	DFT0000581
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	110.24	DFT0000582
321-02	BANK OF EUFAULA	06/23/2023	Bank Draft	0.00	25.78	DFT0000583
248-02	OK EMPLOYMENT SECURITY COMM.	06/23/2023	Bank Draft	0.00	8.89	DFT0000584

Bank Code EPWA Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	57	0.00	192,039.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	20	0.00	9,465.05
EFT's	0	0	0.00	0.00
	90	77	0.00	201,504.07

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	57	0.00	192,039.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	20	0.00	9,465.05
EFT's	0	0	0.00	0.00
	90	77	0.00	201,504.07

Fund Summary

Fund	Name	Period	Amount
90	Public Works Authority	6/2023	201,504.07
			201,504.07



PWA Agenda Item No.5

Meeting Date: July 10, 2023

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #4 from Lone Hickory Cattle L.L.C. for the CWSRF Sewer Project in the amount of \$112,774.64.

Initiator: Staff

Information Source: Jeb Jones, City Manager

Background: DEQ prefers that construction payments be approved by the governing body, that the invoiced services are within the scope of the projects, and that the governing body approves the contract documents. The engineer and staff reviewed and verified the contractor's application for payment, and DEQ has done a preliminary review. Upon approval by the governing body, DEQ will complete its review before issuing funds to the Authority, which will then be used to pay the contractor.

This pay application is for materials and supplies for the Sewer Improvement Project.

Council Pillar: Reliable Infrastructure/Fiscal Sustainability

Financial Impact: \$112,774.64 budgeted in Eufaula Public Works/CWSRF, Capital Outlay, 97-97-6401-00.

Attachment: DW-271 and Invoices.

Recommended Action: Approval of pay application #4

4

Application for Payment

Change Order Summary

Contractor's Certification

Contractor's Certification

By:	Date
-----	------

Funding Agency (if applicable)	(Date)

Progress Estimate

Contractor's Application

For (contract)		Sanitary Sewer Improvements		4						
Application Period		04/18/23 to 6/23/2023		June 23, 2023						
A				F						
Bid Item No	Item	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Total Completed and Stored to Date (D + E)	% (E) B			
SANITARY SEWER IMPROVEMENTS										
1	MOBILIZATION	1	LS \$ 50,000.00	\$ 50,000.00	0.50	\$ 25,000.00	50%			
2	8-INCH PVC SDR-35 SANITARY SEWER (TRENCHING)	2060	LF \$ 60.00	\$ 123,600.00		\$ 23,279.76	19%			
3	10-INCH PVC SDR-35 SANITARY SEWER (TRENCHING)	832	LF \$ 70.00	\$ 58,240.00		\$ 20,915.64	36%			
4	8-INCH HDPE DR-17 SANITARY SEWER (BURSTING)	18293	LF \$ 60.00	\$ 1,097,580.00	2638	\$ 158,280.00	30%			
5	10-INCH HDPE DR-17 SANITARY SEWER (BURSTING)	331	LF \$ 70.00	\$ 23,170.00		\$ -	0%			
6	SERVICE CONNECTION	243	EA \$ 800.00	\$ 194,400.00	24	\$ 19,200.00	38%			
7	CEMENTITIOUS MANHOLE COATING	175	VF \$ 100.00	\$ 17,500.00		\$ -	0%			
8	NEW MANHOLE FRAME, COVER, AND SEAL	2	EA \$ 1,250.00	\$ 2,500.00		\$ -	0%			
9	3" MANHOLE GRADE ADJUSTMENT WITH SEAL AND REPLACE FRAM	7	EA \$ 1,000.00	\$ 7,000.00		\$ -	0%			
10	STANDARD 4' DIAMETER MANHOLE REMOVAL AND REPLACEMENT	43	EA \$ 5,000.00	\$ 215,000.00	6	\$ 30,000.00	27%			
11	STANDARD 4' DIAMETER MANHOLE NEW CONSTRUCTION	21	EA \$ 5,000.00	\$ 105,000.00		\$ -	0%			
12	REPLACE BENCH & TROUGH	16	EA \$ 1,500.00	\$ 24,000.00		\$ -	0%			
13	ASPHALT REMOVAL AND REPLACEMENT	975	SY \$ 65.00	\$ 63,375.00	265	\$ 17,225.00	27%			
14	CONCRETE REMOVAL AND REPLACEMENT	100	SY \$ 65.00	\$ 6,500.00	265	\$ 17,225.00	265%			
15	SOLID SLAB SODDING	2571	SY \$ 10.00	\$ 25,710.00		\$ -	0%			
16	EXTRA DEPTH MANHOLE	96	VF \$ 150.00	\$ 14,400.00		\$ -	0%			
17	PRE INSTALLATION VIDEO INSPECTION	21516	LF \$ 4.00	\$ 86,064.00	1303	\$ 5,212.00	6%			
18	POST INSTALLATION VIDEO INSPECTION	21516	LF \$ 2.00	\$ 43,032.00	1303	\$ 2,606.00	6%			
19	TESTING	1	LS \$ 10,000.00	\$ 10,000.00		\$ -	0%			
20	BYPASS PUMPING	1	LS \$ 7,500.00	\$ 7,500.00		\$ -	0%			
21	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS \$ 2,500.00	\$ 2,500.00		\$ -	0%			
22	TRAFFIC CONTROL	1	LS \$ 5,000.00	\$ 5,000.00		\$ -	0%			
23	SPOT REPAIRS	20	EA \$ 5,000.00	\$ 100,000.00		\$ -	0%			
Base Totals				\$ 2,282,071.00		\$ 274,748.00	\$ 290,446.60	\$ 565,194.60	\$ 0.25	\$ 1,716,876.40

E/CDC No C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

Stored Material Summary

Contractor's Application

For (contract): Sanitary Sewer Improvements			Application Number: 4		6/23/2023				
Application Period: 04/18/23 to 6/23/2023			Application Date:						
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E subtotal - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal (D + E)	Date (Month/Year)	Amount (\$)	
		MOBILIZATION							
		8-INCH PVC SDR-35 SANITARY SEWER (TRENCHING)			\$ 23,279.76	\$ -		\$ -	\$ 23,279.76
		10-INCH PVC SDR-35 SANITARY SEWER (TRENCHING)			\$ 20,915.64	\$ -		\$ -	\$ 20,915.64
		8-INCH HDPE DR-17 SANITARY SEWER (BURSTING)			\$ 194,926.39	\$ -		\$ -	\$ 194,926.39
		10-INCH HDPE DR-17 SANITARY SEWER (BURSTING)							
		SERVICE CONNECTION			\$ 57,416.51	\$ -		\$ -	\$ 57,416.51
		CEMENTITIOUS MANHOLE COATING							
		NEW MANHOLE FRAME, COVER, AND SEAL							
		3' MANHOLE GRADE ADJUSTMENT WITH SEAL AND REPLACE FRAME, COVER, AND SEAL			\$ -	\$ -		\$ -	\$ -
		STANDARD 4' DIAMETER MANHOLE REMOVAL AND REPLACEMENT			\$ 32,192.00	\$ 32,192.00		\$ 4,491.90	\$ 27,700.10
		STANDARD 4' DIAMETER MANHOLE NEW CONSTRUCTION							
		REPLACE BENCH & TROUGH							
		ASPHALT REMOVAL AND REPLACEMENT							
		CONCRETE REMOVAL AND REPLACEMENT							
		SOLID SLAB SODDING							
		EXTRA DEPTH MANHOLE							
		PRE INSTALLATION VIDEO INSPECTION							
		POST INSTALLATION VIDEO INSPECTION							
		TESTING							
		BYPASS PUMPING							
		TEMPORARY EROSION AND SEDIMENT CONTROL							
		TRAFFIC CONTROL							
		SPOT REPAIRS							
		Totals			\$ 328,730.30			\$ 38,283.70	\$ 290,446.60



June 26th, 2023

Clean Water State Revolving Fund
Oklahoma Water Resources Board
3800 N Classen Blvd.
Oklahoma City, Oklahoma 73118
Attn: Mathew Cortez

Subject: Eufaula Public Works Authority Sanitary Sewer System Improvements
CWSRF-ORF-22-0016-CW: Davis-Bacon Payroll Reporting

We have reviewed the weekly payroll submissions for the month of **April - June 2023** for the above referenced project. Payroll records indicate that employees are paid weekly, without unauthorized payroll deductions, and in accordance with the wage determination established in the Contract. The reviewed payroll records will be kept on file at **Cowan Group Engineering, LLC** until the Contract is complete, when they will be delivered to the Eufaula Public Works Authority.

Respectfully,

A handwritten signature in blue ink that reads 'Michael Taylor'.

Michael Taylor, PE
Project Manager



P.W.A. Agenda Item No. 6

Meeting Date: July 10, 2023

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of pay application #32 from Lone Hickory Cattle L.L.C. in the amount of \$21,000.00.

Initiator: Staff

Information Source: Jeb Jones, City Manager

Background: DEQ prefers that construction payments be approved by the governing body, that the invoiced services are within the scope of the projects, and that the governing body approves the contract documents. The engineer and staff reviewed and verified the contractor's application for payment, and DEQ has done a preliminary review. Upon approval by the governing body, DEQ will complete its review before issuing funds to the Authority, which will then be used to pay the contractor.

Council Pillar: Reliable Infrastructure/Fiscal Sustainability

Financial Impact: \$21,000.00 budgeted in Eufaula Public Works/CWSRF, Capital Outlay, 97-97-6401-00.

Attachment: DW-271 and Invoices.

Recommended Action: Approval of pay application #32.

Contractor's Application for Payment No. 32 (Final)

Application Period: 03/22/2023 to 04/25/2023		Application Date: April 25, 2023
To (Owner): Eufaula Public Works	From (Contractor): Lonehickory Cattle L.L.C.	Via (Engineer): Cowan Group Engineering LLC
Project: Water System Improvements Bid Package B&C	Contract: DWSRF P40-1020514-02	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO#1	\$651,762.50	
CO#2	\$343,197.50	
CO#3	\$180,130.00	
TOTALS	\$1,175,090.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$1,175,090.00	

1. ORIGINAL CONTRACT PRICE	\$2,928,495.00
2. Net change by Change Orders	\$1,175,090.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$4,103,585.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$4,103,585.00
5. RETAINAGE:	
a. 1.25 % x \$0.00 Contract Amount	\$0.00
b. 0 % x \$0.00 Stored Material	\$0.00
c. Total Retainage (Line 5a + Line 5b)	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$4,103,585.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$4,082,085.00
8. AMOUNT DUE THIS APPLICATION	\$21,500.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$0.00

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Wes Callin Date: 4-25-23

Payment of: \$21,500.00
(Line 8 or other - attach explanation of other amount)

is recommended by: Michael Taylor (Engineer) 6/28/23 (Date)

Payment of: _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):		EUFAULA WATER SYSTEM IMPROVEMENTS-BID PACKAGE B&C					32 (Final)						
Application Period:		03/22/2023 to 04/25/2023					April 25, 2023						
A				B		C	D	E	F		G		
Item				Bid Quantity		Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (E) B	Balance to Finish (B - F)
Bid Item No.	Description												
	PACKAGE B WATERLINE IMPROVEMENTS												
1	MOBILIZATION/DEMOLIBIZATION			1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00	\$ -	\$ 50,000.00	100%	\$ -
2	CLEARING AND GRUBBING			1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -
3	EROSION CONTROL			1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -
4	STORMWATER POLLUTION PREVENTION PLAN			0	LS	\$ 3,500.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
5	SOLID SLAB SODDING & SEEDING			1150	SY	\$ 4.00	\$ 4,600.00	1150	\$ 4,600.00	\$ -	\$ 4,600.00	100%	\$ -
6	4" PVC C900 SDR18 WATERLINE			180	LF	\$ 20.00	\$ 3,600.00	180	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -
7	6" PC 250 DIP WATERLINE			0	LF	\$ 35.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
8	6" PVC C900 SDR18 WATERLINE			32081	LF	\$ 25.00	\$ 802,025.00	32081	\$ 802,025.00	\$ -	\$ 802,025.00	100%	\$ -
9	6" PVC C900 SDR18 WATERLINE, FOR BORED CASING			0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
10	8" PC 250 DIP WATERLINE			0	LF	\$ 50.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
11	8" PVC C900 SDR18 WATERLINE			5711	LF	\$ 27.50	\$ 157,052.50	5711	\$ 157,052.50	\$ -	\$ 157,052.50	100%	\$ -
12	8" PVC C900 SDR18 WATERLINE, FOR BORED CASING			0	LF	\$ 27.50	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
13	12" STEEL CASING, BORED			388	LF	\$ 250.00	\$ 97,000.00	388	\$ 97,000.00	\$ -	\$ 97,000.00	100%	\$ -
14	18" STEEL CASING BORED			100	LF	\$ 300.00	\$ 30,000.00	100	\$ 30,000.00	\$ -	\$ 30,000.00	100%	\$ -
15	10"X6" TAPPING SLEEVE AND VALVE			0	EA	\$ 3,000.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
16	6" GATE VALVE AND BOX (RJ)			55	EA	\$ 1,200.00	\$ 66,000.00	55	\$ 66,000.00	\$ -	\$ 66,000.00	100%	\$ -
17	8" GATE VALVE AND BOX (RJ)			12	EA	\$ 1,500.00	\$ 18,000.00	12	\$ 18,000.00	\$ -	\$ 18,000.00	100%	\$ -
18	10" GATE VALVE AND BOX (RJ)			0	0	\$ 3,000.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
19	6" PRESSURE REDUCING VALVE AND VAULT			1	EA	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	\$ -	\$ 35,000.00	100%	\$ -
20	8" PRESSURE REDUCING VALVE AND VAULT			1	EA	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ -	\$ 40,000.00	100%	\$ -
21	FIRE HYDRANT ASSEMBLY			30	EA	\$ 5,200.00	\$ 156,000.00	30	\$ 156,000.00	\$ -	\$ 156,000.00	100%	\$ -
22	CONNECTION TO EXISTING WATERLINE			35	EA	\$ 1,000.00	\$ 35,000.00	35	\$ 35,000.00	\$ -	\$ 35,000.00	100%	\$ -
23	LONG SERVICE CONNECTION			157	EA	\$ 2,000.00	\$ 314,000.00	157	\$ 314,000.00	\$ -	\$ 314,000.00	100%	\$ -
24	SHORT SERVICE CONNECTION			144	EA	\$ 800.00	\$ 115,200.00	144	\$ 115,200.00	\$ -	\$ 115,200.00	100%	\$ -
25	2" LONG SERVICE COMNNECTION			7	EA	\$ 2,500.00	\$ 17,500.00	7	\$ 17,500.00	\$ -	\$ 17,500.00	100%	\$ -
26	SAWCUT, REMOVE, AND REPLACE CONCRETE SIDEWALK			980	SY	\$ 55.00	\$ 53,900.00	980	\$ 53,900.00	\$ -	\$ 53,900.00	100%	\$ -
27	SAWCUT, REMOVE, AND REPLACE CONCRETE PAVEMENT			1785	SY	\$ 55.00	\$ 98,175.00	1785	\$ 98,175.00	\$ -	\$ 98,175.00	100%	\$ -
28	SAWCUT, REMOVE AND REPLACE ASPHALT PAVEMENT			2895	SY	\$ 55.00	\$ 159,225.00	2895	\$ 159,225.00	\$ -	\$ 159,225.00	100%	\$ -
29	REMOVE AND RESET STONE CHANNEL			20	LF	\$ 20.00	\$ 400.00	20	\$ 400.00	\$ -	\$ 400.00	100%	\$ -
30	REMOVE AND REPLACE GRAVEL DRIVE			107	SY	\$ 30.00	\$ 3,210.00	107	\$ 3,210.00	\$ -	\$ 3,210.00	100%	\$ -
31	REMOVE AND REPLACE 15" CORRUGATED METAL PIPE (CMP)			0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
32	REMOVE AND REPLACE 24"x18" CORRUGATED METAL ARCH CULVERT (CMAC)			0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
33	CONSTRUCTION STAKING			1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -
34	CONSTRUCTION SIGNING AND TRAFFIC CONTROL			1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -
35	PRESSURE AND LEAKAGE TESTING			1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
36	DISINFECTION			1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
	EUFAULA WATER SYSTEM IMPROVEMENTS BID PACKAGE C												
1	MOBILIZATION/DEMOLIBIZATION			1	LS	\$ 50,000.00	\$ 50,000.00	1	\$ 50,000.00	\$ -	\$ 50,000.00	100%	\$ -
2	CLEARING AND GRUBBING			1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -
3	TEMPORARY EROSION AND SEDIMENT CONTROL			1	LS	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -
4	STORMWATER POLLUTION PREVENTION PLAN			0	LS	\$ 3,500.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
5	SOLID SLAB SODDING			1280	SY	\$ 4.00	\$ 5,120.00	1280	\$ 5,120.00	\$ -	\$ 5,120.00	100%	\$ -
6	6" PC 250 DIP WATERLINE			0	LF	\$ 35.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
7	6" PVC C900 SDR18 WATERLINE			19811	LF	\$ 25.00	\$ 495,275.00	19811	\$ 495,275.00	\$ -	\$ 495,275.00	100%	\$ -

8	5" PC 250 DIP WATERLINE	80	LF	\$ 50.00	\$ 4,000.00	80	\$ 4,000.00	\$ -	\$ 4,000.00	100%	\$ -
9	8" PVC C900 SDR18 WATERLINE	2569	LF	\$ 27.50	\$ 70,647.50	2569	\$ 70,647.50	\$ -	\$ 70,647.50	100%	\$ -
10	8" PVC C900 SDR18 WATERLINE, FOR BORED CASING	0	LF	\$ 27.50	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
11	18" STEEL CASING, BORED	80	LF	\$ 300.00	\$ 24,000.00	80	\$ 24,000.00	\$ -	\$ 24,000.00	100%	\$ -
12	4"X4" TAPPING SLEEVE AND VALVE (RJ)	0	EA	\$ 2,500.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
13	10"X6" TAPPING SLEEVE AND VALVE (RJ)	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -
14	2" AIR RELEASE VALVE AND BOX	0	EA	\$ 2,000.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
15	6" GATE VALVE AND BOX (RJ)	33	EA	\$ 1,200.00	\$ 39,600.00	33	\$ 39,600.00	\$ -	\$ 39,600.00	100%	\$ -
16	8" GATE VALVE AND BOX (RJ)	9	EA	\$ 1,500.00	\$ 13,500.00	9	\$ 13,500.00	\$ -	\$ 13,500.00	100%	\$ -
17	FIRE HYDRANT ASSEMBLY	27	EA	\$ 5,200.00	\$ 140,400.00	27	\$ 140,400.00	\$ -	\$ 140,400.00	100%	\$ -
18	CONNECTION TO EXISTING WATERLINE	18	EA	\$ 1,000.00	\$ 18,000.00	18	\$ 18,000.00	\$ -	\$ 18,000.00	100%	\$ -
19	LONG SERVICE CONNECTION	123	EA	\$ 2,000.00	\$ 246,000.00	123	\$ 246,000.00	\$ -	\$ 246,000.00	100%	\$ -
20	SHORT SERVICE CONNECTION	160	EA	\$ 800.00	\$ 128,000.00	160	\$ 128,000.00	\$ -	\$ 128,000.00	100%	\$ -
21	2" LONG SERVICE CONNECTION	1	EA	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -
22	SAWCUT, REMOVE, AND REPLACE CONCRETE SIDEWALK	556	SY	\$ 55.00	\$ 30,580.00	556	\$ 30,580.00	\$ -	\$ 30,580.00	100%	\$ -
23	SAWCUT, REMOVE, AND REPLACE CONCRETE PAVEMENT	1004	SY	\$ 55.00	\$ 55,220.00	1004	\$ 55,220.00	\$ -	\$ 55,220.00	100%	\$ -
24	SAWCUT, REMOVE, AND REPLACE ASPHALT PAVEMENT	3721	SY	\$ 55.00	\$ 204,655.00	3721	\$ 204,655.00	\$ -	\$ 204,655.00	100%	\$ -
25	REMOVE AND REPLACE GRAVEL DRIVE	10	SY	\$ 30.00	\$ 300.00	10	\$ 300.00	\$ -	\$ 300.00	100%	\$ -
26	REMOVE AND REPLACE 18" CORRUGATED METAL PIPE (CMP)	0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
27	REMOVE AND REPLACE 24" CORRUGATED PLASTIC PIPE (CPP)	0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
28	REMOVE AND REPLACE 12" CAST IRON PIPE(CIP)	0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
29	REMOVE AND REPLACE 18" REINFORCED CONCRETE PIPE (RCP)	0	LF	\$ 25.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
30	REMOVE AND RESET STONE CHANNEL	26	LF	\$ 20.00	\$ 520.00	26	\$ 520.00	\$ -	\$ 520.00	100%	\$ -
31	REMOVE AND REPLACE GUARDRAIL	0	LF	\$ 100.00	\$ -	0	\$ -	\$ -	\$ -	100%	\$ -
32	8" PRESSURE REDUCING VALVE AND VAULT	1	EA	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	\$ -	\$ 40,000.00	100%	\$ -
33	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -
34	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -
35	PRESSURE AND LEAKAGE TESTING	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
36	DISINFECTION	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
Base Totals					\$ 3,902,205.00		\$ 3,902,205.00	\$ -	\$ 3,902,205.00	100%	\$ -
CO 2.1	Tank Riser Replacement	1	LS	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	\$ -	\$ 75,000.00	100%	\$ -
Co 2.1	3" Bore HDPE	920	LF	\$114.00	\$ 104,880.00	920	\$ 104,880.00	\$ -	\$ 104,880.00	100%	\$ -
Co 3.1	Tank Cleaning	1	LS	\$5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
Co3.2	Overflow Piping	1	LS	\$16,500.00	\$ 16,500.00		\$ 16,500.00	\$ -	\$ 16,500.00	100%	\$ -
CO+Base Totals					\$ 4,103,585.00	0	\$ 4,103,585.00	\$ -	\$ 4,103,585.00	100%	\$ -

CONTRACT CHANGE ORDER

Change Order Number: #3 - Final Reconciliation
 Date: April 24, 2023
 Bid Number: P40-1020514-02
 Project Name: Water System Improvements
 Package B and C

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
 OKC, OK 73116
 Phone: 405-463-3369
 Fax:

Contractor: Lonehickory Cattle, LLC
 Address: 5433 SE 235th Road
 Tallhina, OK 74571
 Phone: 918-721-2290
 Fax: 918-522-4820

Owner (Grantor): City of Eufaula
 Address: 17 Hospital Drive
 Eufaula, OK 74432
 Phone: 918-689-2534
 Fax:

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
1.4	STORMWATER POLLUTION PREVENTION PLAN	LS	\$3,500.00	1.00	0.00	(\$3,500.00)
1.5	SOLID SLAB SODDING & SEEDING	SY	\$4.00	2016.00	1150.00	(\$3,464.00)
1.6	4" PVC C900 SDR18 WATERLINE	LF	\$20.00	209.00	180.00	(\$580.00)
1.8	6" PVC C900 SDR18 WATERLINE	LF	\$25.00	24900.00	32081.00	\$179,525.00
1.9	6" PVC C900 SDR18 WATERLINE, FOR BORED CASING	LF	\$25.00	231.00	0.00	(\$5,775.00)
1.11	8" PVC C900 SDR18 WATERLINE	LF	\$27.50	4831.00	5711.00	\$24,200.00
1.12	8" PVC C900 SDR18 WATERLINE, FOR BORED CASING	LF	\$27.50	100.00	0.00	(\$2,750.00)
1.15	10"x6" TAPPING SLEEVE AND VALVE	EA	\$3,000.00	3.00	0.00	(\$9,000.00)
1.16	6" GATE VALVE AND BOX (RJ)	EA	\$1,200.00	51.00	55.00	\$4,800.00
1.17	3" GATE VALVE AND BOX (RJ)	EA	\$1,500.00	15.00	12.00	(\$4,500.00)
1.21	FIRE HYDRANT ASSEMBLY	EA	\$5,200.00	50.00	30.00	(\$194,000.00)
1.22	CONNECTION TO EXISTING WATERLINE	EA	\$1,000.00	20.00	35.00	\$15,000.00
1.23	LONG SERVICE CONNECTION	EA	\$2,000.00	138.00	157.00	\$38,000.00
1.24	SHORT SERVICE CONNECTION	EA	\$800.00	114.00	144.00	\$24,000.00
1.26	SAWCUT, REMOVE AND REPLACE CONCRETE SIDEWALK	SY	\$55.00	583.00	980.00	\$21,835.00
1.27	SAWCUT, REMOVE AND REPLACE CONCRETE PAVEMENT	SY	\$55.00	1858.00	1785.00	(\$4,015.00)
1.30	REMOVE AND REPLACE GRAVEL DRIVE	SY	\$30.00	275.00	107.00	(\$5,040.00)
1.35	PRESSURE AND LEAKAGE TESTING	LS	\$5,000.00	2.00	1.00	(\$5,000.00)
1.36	DISINFECTION	LS	\$5,000.00	2.00	1.00	(\$5,000.00)
2.4	STORMWATER POLLUTION PREVENTION PLAN	LS	\$3,500.00	1.00	0.00	(\$3,500.00)
2.5	SOLID SLAB SODDING	SY	\$4.00	2424.00	1280.00	(\$4,576.00)
2.7	6" PVC C900 SDR18 WATERLINE	LF	\$25.00	18691.00	19811.00	\$28,000.00
2.11	18" STEEL CASING, BORED	LF	\$300.00	100.00	80.00	(\$6,000.00)
2.13	10"x6" TAPPING SLEEVE AND VALVE (RJ)	EA	\$3,000.00	3.00	1.00	(\$6,000.00)
2.14	2" AIR RELEASE VALVE AND BOX	EA	\$2,000.00	3.00	0.00	(\$6,000.00)
2.15	6" GATE VALVE AND BOX (RJ)	EA	\$1,200.00	32.00	33.00	\$1,200.00
2.17	FIRE HYDRANT ASSEMBLY	EA	\$5,200.00	26.00	27.00	\$5,200.00
2.18	CONNECTION TO EXISTING WATERLINE	EA	\$1,000.00	17.00	18.00	\$1,000.00
2.25	REMOVE AND REPLACE GRAVEL DRIVE	SY	\$30.00	191.00	10.00	(\$5,430.00)
New Items						
CO 3.1	TANK CLEANING	LS	\$5,000.00	0.00	1.00	\$5,000.00
CO 3.2	OVERFLOW PIPING	LS	\$16,500.00	0.00	1.00	\$16,500.00
			Net Change Order Amount	\$180,130.00		
			Original Contract Amount	\$2,928,495.00		
			Total of Previous Change Order(s)	\$994,960.00		
			Total Contract Amount To Date	\$4,103,585.00		

Amendment \$158,630.00 5.4%
 New Items \$21,500.00 0.7%
 This Change Order \$180,130.00

Extend Contract Time by 355 Days

Justification:	* Unit cost changes of Base Bid Items are modifications to include additional line replacement, field adjustments, and as-built quantities.
	* New item CO 3.1 was required after draining tank, New item CO 3.2 is required by ODEQ.

CONTRACT CHANGE ORDER



Change Order Number: #3 - Final Reconciliation
 Date: April 24, 2023
 Bid Number: P40-1020514-02
 Project Name: Water System Improvements
 Package B and C

RECOMMENDED:	<u>Michael Taylor</u> Engineer Signature	<u>Cowan Group Engineering</u> Engineer
BY	<u>Michael Taylor, P.E.</u> Printed Name	<u>Project Manager</u> Title <u>6/28/23</u> Date
ACCEPTED:	<u>Wes Collins</u> Contractor Signature	<u>Lonehickory Cattle, LLC</u> Contractor
BY	<u>Wes Collins</u> Printed Name	<u>Owner</u> Title <u>4-25-23</u> Date
APPROVED:	<u>Jeb Jones</u> Owner Signature	<u>City of Eufaula</u> Owner
BY	<u>Jeb Jones</u> Printed Name	<u>City Manager</u> Title <u>6/29/2023</u> Date