

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

**FILED**

DATE: OCTOBER 4, 2021

TIME: 9:00 A.M.

PLACE: COUNTY COMMISSIONERS CONFERENCE ROOM  
PITTSBURG COUNTY COURTHOUSE  
115 EAST CARL ALBERT PARKWAY  
MCALESTER, OKLAHOMA

OCT 01 2021

TIME 8:34 AM  
HOPE TRAMMELL, COUNTY CLERK  
PITTSBURG COUNTY

BY \_\_\_\_\_ DEPUTY

**NOTE: FOR COPIES OF ITEMS ON THIS AGENDA, PLEASE CONTACT OUR OFFICE AT 918-423-1338 AND WE WILL BE HAPPY TO EMAIL THEM TO YOU.**

**\*\*CONSIDERATION, DISCUSSION AND POSSIBLE ACTION TO BE TAKEN ON THE FOLLOWING LISTED ITEMS ON THE AGENDA\*\***

1. CALL MEETING TO ORDER
2. ROLL CALL:  
ROSS SELMAN - CHAIRMAN  
KEVIN SMITH - VICE-CHAIRMAN  
CHARLIE ROGERS - MEMBER
3. APPROVAL OF AGENDA
4. APPROVE/DISAPPROVE MEETING MINUTES
  - A. Regular Meeting Minutes from September 27, 2021

5. RECOGNITION OF GUESTS/PUBLIC COMMENTS

Persons addressing the Board should state their name and address for the record and will be limited in duration at the discretion of the Chairman. Comments are limited to items of the agenda.

6. OFFICIALS - DEPARTMENT REPORTS

A. COMMISSIONERS

- i. FY2021 Audit for Southeast Public Library System of Oklahoma

B. ANIMAL SHELTER

- i. Shelter Director to present the Board with Shelter reports for August and September 2021

7. FISCAL TRANSACTIONS

A. CLAIMS AND PURCHASE ORDERS

B. TRANSFERS

C. OFFICIAL'S MONTHLY REPORTS

D. BLANKET PURCHASE ORDERS

E. FUEL BIDS

8. UNFINISHED BUSINESS

- A. Discussion and Possible Action on Letter of Intent to Complete Mechanical, Electrical and Plumbing Schematic Design for the HVAC systems at the Pittsburg County Courthouse and Expo Center

- B. Accept/Deny Petition to Open a Section Line, Located between Sections 5, 6, 7, 8, Township 2 North, Range 17 East - District 2
- C. Approve/Disapprove Public Hearing Notice to Open a Section Line, Located between Sections 5, 6, 7, 8, Township 2 North, Range 17 East - District 2

9. AGENDA ITEMS

- A. Greg Own and others to present the Board, for approval, a proclamation declaring October as 4-H month in Pittsburg County
- B. Discussion and Possible Action on awarding vendor to make repairs to various areas/items at the Pittsburg County Animal Shelter
- C. Award Bid No. 3 - Relocation of Waterline for the Swinging Bridge Project - District 2
- D. Discussion and Possible Action to approve proposal from Blackcreek Integrated Systems Corporation and SHI International Corporation to install a new security and access control system at the Pittsburg County Jail through Sourcewell Contract 081419-SHI, to be purchased with American Rescue Plan funds by Resolution ARPA-21.003
- E. Approve/Disapprove 2022 Safe Oklahoma Grant Program Contract – Sheriff
- F. Resolution 22-071 to Advertise for Bids for Roof Repairs at the Pittsburg County Expo Center
- G. Approve/Disapprove Transcript of Proceedings; Resolution 22-072 for Commissioners Sale; Approve & Sign County Deed – Treasurer
- H. Approve/Disapprove Transcript of Proceedings; Resolution 22-073 for Commissioners Sale; Approve & Sign County Deed – Treasurer
- I. Approve/Disapprove Transcript of Proceedings; Resolution 22-074 for Commissioners Sale; Approve & Sign County Deed – Treasurer
- J. Approve/Disapprove Transcript of Proceedings; Resolution 22-075 for Commissioners Sale; Approve & Sign County Deed – Treasurer
- K. Resolution 22-076 to Accept Donation - District 3

L. Executive Session:

- i. To Discuss the pending litigation of James B. Ross and Kristy A. Ross V. Board of County Commissioners of Pittsburg County, in the District Court of Pittsburg County, Case No. CJ-2018-34, pursuant to Oklahoma Statutes Title 25 § 307(B)(4)

M. Discussion and possible action regarding any necessary action regarding the above pending litigation and upcoming court deadline.

10. NEW BUSINESS

- A. Consideration and Possible Action with respect to any other matters not known about or which could not have been foreseen prior to posting this agenda.

11. ROAD CROSSING PERMIT


None.

12. 10:00 A.M. - BID OPENINGS

13. 10:00 A.M. – PUBLIC HEARINGS

None.

14. RECESS OR ADJOURNMENT

  
Clerk



**SOUTHEAST OKLAHOMA  
LIBRARY SYSTEM**

Date: September 22, 2021

To: County Commissioners (Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain, and Pittsburg Counties)

From: Ryan Ward, Administrative Assistant  
Southeast Oklahoma Library System

Re: FY 2021 Audit

Enclosed is the annual audit for the Southeast Oklahoma Library System as required by Section 4-105 13 (b) of the Oklahoma Library Code. The audit was approved by the Board of Trustees at their regularly scheduled meeting on September 21, 2021.



**INDEPENDENT  
ACCOUNTANT'S AUDIT REPORT  
SOUTHEAST OKLAHOMA LIBRARY SYSTEM**

**JUNE 30, 2021**

BY



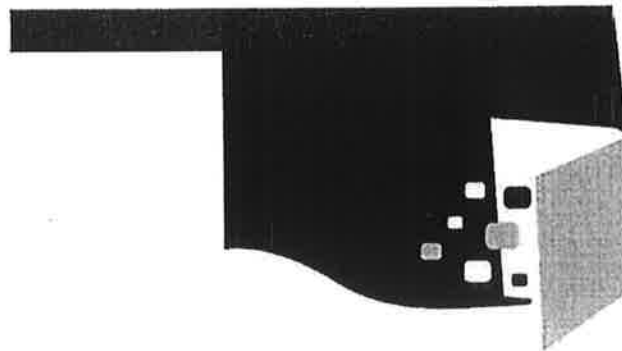
# Southeast Oklahoma Library System

McAlester, Oklahoma

Year Ended June 30, 2021

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**SOUTHEAST OKLAHOMA  
LIBRARY SYSTEM**

Prepared by  
Michael Hull, Executive Director

Management's Discussion and Analysis  
Southeast Oklahoma Library System  
For Fiscal Year Ending June 30, 2021

August 12, 2021

Introduction

COVID. Politics. Opportunity. Those three words encapsulate almost the entirety of Southeast Oklahoma Library System's FY 2021. It was year full of frustrations, uncertainties, and unknowns. Yet, as the end of the year came closer it became more and more apparent that we had turned all of that into opportunities. I believe in future years we will even look back on FY 2021 as the most transformative and groundbreaking year for the library system this century.

Like everyone else, the COVID-19 pandemic hit us hard. At various times we closed multiple libraries as either the number of active cases necessitated closures or because so many staff had to quarantine that we could not keep doors open. Use of our services plummeted, save for the use of our downloadable content which exploded. But through it all we kept staff employed, avoided staff reductions, and experimented with new models. By the end of June all services had been restored and crowds began finding their way back into the libraries.

A greater threat to us than the virus sweeping through the nation was a small but potent political crisis. In spring of 2020 the Coal County Commissioners discussed placing a reduction of the library's ad valorem tax on the November ballot. Had they done so and been successful, I've no doubt similar actions would spread not only to other SEOLS counties but across the state, permanently crippling Oklahoma library systems. Thankfully, by the end of this fiscal year, a series of plans to increase library service in Coal County had begun and the commissioners expressed overall satisfaction with the situation. This crisis forced the organization to consider capital expenditures, expansion of outlets, and some reductions in service to balance expenses among member counties. While the immediate threat is passed and the future looks bright, much work remains in ensuring we do not find ourselves in a similar situation in the future.

That brings us to opportunity. The expansion of services described in the previous paragraph has lead to the purchase of a bookmobile, the potential for adding 16<sup>th</sup> library to our system, and the immediate updating of furniture in several SEOLS libraries. The way the Board thinks about SEOLS assets and SEOLS' role in updating libraries has evolved drastically in a very short period of time. Now, more than ever before, it feels as though this library system is poised to do whatever it takes to be a leader in our field.

I want to express both appreciation and gratitude to the Board of Trustees for the opportunity to continue serving them and this growing organization. The following pages will expand upon these brief summaries. I hope you will find as much encouragement in reading about the past year as I found writing about it.

Respectfully,

Michael Hull, Executive Director

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## Governance

The majority of FY 2021 Board Meetings were conducted virtually. Normally we cannot meet virtually, but the state legislature passed two different temporary amendments to the Open Meeting Act in response to the pandemic that permitted virtual attendance by public bodies throughout most of the year. In November, the window between those two amendments, we could not obtain a quorum to meet.

The limitations imposed by COVID and the nature of virtual meetings made it extremely difficult to have deep, meaningful conversations in many meetings. This in no doubt contributed to the struggles retaining some trustees. We found ourselves searching for mid-year replacements in Broken Bow, Valliant, Talihina, and Idabel. Still, the Board managed to find a way to tackle major projects, discuss serious matters, and keep the organization moving forward.

In June Board Vice-Chair Miriam Costilow termed out. I will miss the wisdom and leadership Miriam brought to the board. Her voice and guidance will be sorely missed.

Fiscal Year 2021 Trustees were as follows:

<u>Board Member</u>	<u>Represents</u>	<u>Location</u>
Steve Bryant	City	Wister
Carol Burgess	City	Arkoma
Lori Chrestman	City	Wilburton
Miriam Costilow	City	Hugo
Martha Gann	County	Choctaw
Steve Harrison	City	McAlester
Marty Henson	City	Valliant
Don Holt	City	Stigler
Paulette LaGasse	City	Broken Bow
Richard Marrow	City	Talihina
Joy Maxwell	County	Haskell
Elise Mitchell	County	LeFlore
Cindy Munn	City	Hartshorne
Joe Pasquali	County	Coal
Betty Pollard	County	McCurtain
Lynn Robbins	City	Heavener
Jayna Santine	County	Pittsburg
Sarma Retchloff	City	Poteau
Les Silka	City	Spiro
Tina Thomas	City	Idabel
Cheryl Wood-Myers	County	Latimer
Joanne Verbridge	City	Coalgate

## FY 2021 Activities and Services in Review

I believe we would all find bizarre an apt adjective to describe the past year. The bizarre pandemic altered library services and forced many closures. Bizarre winter weather closed all SEOLS locations for nearly a week. Bizarre political pressure led to the purchase of a bookmobile, purchase of property, and plans to introduce a 16<sup>th</sup> library into the system. While many organizations would have balked or cowered in the midst of all of this pressure, SEOLS rose to the challenge and found ways to not only survive, but to thrive despite the tumultuous world we found ourselves living in.

We could not have come out on top as we have without our amazing team. Our leaders refused to let this organization lose hope or morale as we dealt with the most unusual times I hope any of us ever see in our lives. I wish to extend a special thanks to our core leadership team consisting of Business Manager Rhonda Tidwell, Regional Supervisors Linda Potts and Leslie Langley, Technical Services Librarian Miranda Wisor, Human Resources Officer Jo Hunt, and McAlester Manager Ellen Barlow.

I would be very remiss not to also spotlight administrative assistants Charlene McDonald and Ryan Ward who both work very hard to keep the inner workings clean and in motion. Their ability to focus on and maintain so many of the fine details frees me to handle bigger problems.

### **Name and Logo Change**

We started the new year with an official change to our name. The awkward Southeastern Public Library System of Oklahoma (SEPLSO) gave way to Southeast Oklahoma Library System (SEOLS) and a new logo. We scrambled for over six months making the official name change with banks, the IRS, and various governmental and banking institutions. Replacing the logo throughout the system remains a work in progress. Until you go through a logo change, you don't realize how much content contains your logo. Our new Marketing Coordinator is collecting a list of anything still containing the former name and logo as he walks through our various libraries. Hopefully within a few months of this writing the process will finally be complete.

Accompanying this change in identity, our new website launched in the fall of 2020. The new site offers mobile responsiveness, meeting room bookings, an integrated event calendar, and better navigation. We have received tremendously positive feedback on our website. At the recent Oklahoma Library Association, a library student seeking employment with us even commented that one of the reasons she wanted to work for us so strongly was because of how our website showed us to be an energetic, growing and thriving library system.

### **County Equity**

In FY 2020 our library system faced the direst threat in its history as the Coal County Commissioners recognized the surplus of ad valorem funds collected annually by the library system from their county and discussed offering voters the chance to reduce the library millage. As FY 2021 started SEOLS focused on more detailed tracking of individual library expenses and

creating plans to increase services in counties that have historically produced a surplus for the system while reducing expenses in counties that produced a deficit.

In our accounting we entered more details in the breakdown of expenses in order to more accurately record and report expenses by location. The information this improved reporting provides will allow SEOLS to better budget and plan for maintaining county equity – a task over which we must stay constantly vigilant. Tax payers do have the right to expect a balance of sorts between how much money we collect in their county and how much we spend. While that balance will never net a zero, it must fall within a reasonable margin so that voters feel they are receiving appropriate value from the library system. In FY 2022 the SEOLS Board should develop goals and methods to monitor this issue in the future.

In September the Board approved the purchase of a bookmobile. For SEOLS, a bookmobile represents a crucial method for delivery to our most rural customers. The largest portion of our bookmobile's time will be spent in Coal and Pittsburg Counties as a method to help bring balance to spending within our counties. Due to problems with supply chains, the delivery date of the bookmobile has currently moved from September to late December 2021.

In Pittsburg County we initiated a trial with the Quinton volunteer library, then designated as a reading center through SEOLS policies and agreements, to become the 16<sup>th</sup> SEOLS library. In March of 2022, both the SEOLS Board and the board of the Nelda Clark Myers Public Library (NCMPL) will consider allowing SEOLS to assume all operations of the library with NCMPL handling building maintenance and upkeep.

At the January 2021 Board Meeting, the SEOLS board approved major furniture upgrades at Coal County and Hartshorne Public Libraries. These projects will cost a total of \$180,000. Unfortunately, pandemic related supply restrictions prevented the installation of the furniture in FY 2021. The currently scheduled delivery time for both libraries falls in mid-September. In Hartshorne, our actions prompted the local city to seek a grant to replace the roof and carpet from Choctaw Nation while the Friends of the Library have invested in new paint. Even in Coal County, where concerns over county equity began for us, the commissioners expressed interest in investing in new carpet and paint for the library, even though they eventually decided not to follow through. As we invest and show ourselves to be partners with our communities, it spurs other local entities to at least consider making other investments and become partners in updating our libraries.

While we invested strongly in our two counties with historical surpluses, we also had to address our two counties with historical deficits, LeFlore and McCurtain Counties. Collections in McCurtain County have risen drastically in recent years with no signs of abatement. So while McCurtain County has historically operated in a deficit, their increasing collections have quickly closed that gap. With the greater detail we put into tracking individual library costs, FY 2021 showed McCurtain County as a net supporter of the library system. LeFlore County does not sit in such a comfortable position with its six libraries therein operating with a net loss of approximately \$350,000 each of the past many years. The Board therefore adopted an action plan in which we would reduce expenses by the end of FY 2022. Unfortunately, the only expense reductions that we can implement that make significant impact while allowing the

libraries to operate is personnel costs. So while the action plan did include reducing programming and material purchases, it mostly involved reducing staff positions at LeFlore County libraries. Fortunately, between December and March the staff reductions stated in the plan had occurred naturally. We transferred staff as positions came open while not filling others. Coincidentally, collections in LeFlore County increased by more than 10% over FY 2020. So while we will still have to be careful with LeFlore County expenses, the future looks much brighter for it than it did a year ago. The net loss for LeFlore County this past fiscal year was only \$160,000. Another year of strong collection in LeFlore County could resolve most of our issues there.

### COVID-19 Impact

The COVID-19 pandemic affected every aspect of library operations and services this past year. While Oklahoma did not reach some of the high rates seen in other states, we still found ourselves adjusting to a sometimes frightening world. The SEOLS Board chose to allow me as Executive Director to establish COVID protocols and to report on my decisions at SEOLS Board Meetings. As much as possible, I based my actions on two criteria. First, I monitored Center for Disease Control recommendations. Second, we monitored daily the number of active cases of COVID in each of our cities and counties. It was not until near the end of the fiscal year that we resumed most library services and restrictions to normal.

At year's end our only COVID restriction was that staff who had not received the COVID vaccination were required to wear a face covering and could not travel offsite.

### Closures

With the exception of Wilburton, COVID-related circumstances forced closures at all SEOLS libraries at some point in FY 2021. We monitored active cases by county and community daily in order to determine whether each library should open. In some instances, staff exposure to the virus forced us to close, and in others we closed because all of the staff in a location were quarantined. The majority of these closures occurred between August and September, with the last closure coming in January. As much as we could during these closures we continued to offer curbside service. New and strategically placed Wi-Fi access points ensured parking lots had sufficient coverage for customers.

### Reduced Services

Though it broke our hearts, we did not offer in person programs during most of FY 2021. We also removed many of our chairs and tables to reduce congregation within library buildings. We also closed meeting rooms so that the public could not book or use them until June. Although June, our first month back at mostly normal operations, was slow, foot traffic and use of rooms picked up tremendously in July 2021.

### Board Meetings

While temporary amendments to the Oklahoma Open Meetings Act allowed us to meet and approve business items virtually, the lack of face-to-face meetings left most meetings feeling disjointed and prevented newer members from obtaining the real experience and development that normally occurs. So while I do not look forward to difficulties we may encounter obtaining

a quorum this year, I do look forward to in person meetings. The one month in FY 2021 we could not meet virtually we failed to obtain a quorum (November). I do not expect the legislature to approve any further virtual amendments to the Open Meetings Act.

## **Buildings and Facilities**

### **Broken Bow**

The Broken Bow City Council approved \$140,000 for updating the library carpet, paint and window treatments in FY 2022. In our revised budget I will be proposing replacing the library's service desk in conjunction with the city's work.

### **Coalgate**

The SEOLS Board approved major furniture updates for Coalgate. We spent \$18,000 on shelves we received for adult fiction. The furniture bought with the remaining \$72,000 will arrive in September 2021.

### **Hartshorne**

The SEOLS Board approved major furniture updates for Hartshorne. This furniture will arrive in September 2021.

### **McAlester**

The City of McAlester decided this spring that patching the McAlester Public Library roof was no longer tenable. While waiting for the city to create a plan to replace the roof the library experienced major leaks. In June the McAlester City Council approved a bid to replace the library roof.

## **Long Range Plan**

Goals from the Long Range Plan took a back seat to circumstances created by the COVID pandemic and our county equity crisis. As the world returns to normal it is time to revisit our Long Range Plan in FY 2022.

## **Staff**

### **Broken Bow Library Manager**

In early June Tonya Schaefer resigned after 8 years of service. We recently completed our search process. Sherri Blake will start August 23<sup>rd</sup>, bringing with her 18 years of management and leadership knowledge that she received as a manager at the Broken Bow Wal-Mart.

### **Hartshorne Library Manager**

Cathy Tucker retired in July of 2020 after 22 years of service to the library system. Looking at the needs of the library we did not replace her position. Instead we promoted Cindy Bedford, who had been with us nearly 19 years, to assistant manager reporting to Regional Supervisor Leslie Langley. This arrangement has worked well as such a small library does not have many managerial requirements, particularly during COVID times. As traffic picks up we will move Cindy into the position of Library Manager I.

### **Hugo Library Manager**

Lila Swink retired in January of 2021 after 16 years of service to the library system. Unfortunately, Lila passed away shortly after her retirement. When looking to find her successor, we set our sights high, advertising in both professional library venues as well as locally. We thought we had a good chance of finding an MLS degreed librarian to step into the role, but if not we felt confident our good pay and benefits would attract someone local with a bachelors' degree and leadership experience. In reality, this proved to be the most challenging recruitment of my career. In four months we attracted only six candidates, none of whom qualified for the job. Just as I began to despair and consider lowering the position requirements we received two strong applications. We interviewed both, and though they were neck and neck, Bessi Black emerged as the top candidate. She accepted the position and started on May 25<sup>th</sup>. Bessie worked for several years with Texas Health and Human Services, receiving several promotions during her four years with them. Bessi has already made an impact and provided some much needed direction and stability to the library. We anticipate some great things to come from her in the future.

#### Talihina Library Manager

Lee Toliver resigned in January of 2021 after 15 years of service to the library system. Looking at the needs of the library we did not replace her position. Instead we promoted Ruth McClard, who had been with us for 13 years, to assistant manager reporting to Regional Supervisor Linda Potts. This arrangement has worked well as such a small library does not have many managerial requirements, particularly during COVID times. As traffic picks up we will move Ruth into the position of Library Manager I.

#### Administrative Assistant

In January I moved Ryan Ward, a Library Assistant in Poteau, to our central office and promoted him to an Administrative Assistant. Ryan has worked for the library system since 2015, but for years before then the City of Poteau employed him to work at the library. Ryan is incredibly intelligent and tech savvy, with high proficiency with tools such as Excel and video production software. He earned a bachelors' in accounting, though he stopped just short of earning his CPA credentials. In his new duties he directly assists the Executive Director and coordinates the library system's inventory. With the loss of Kameran Huggins and Lee Toliver, he assumed responsibility for assembling monthly report packets and coordinating IT work. Knowing that at some point we will need someone ready to succeed Charlene McDonald, who primarily handles accounts payable, we have also started teaching Ryan how to back Charlene up on assignments.

#### Marketing Coordinator

Kameran Huggins, our Consumer Technology Coordinator, possessed a broad and unique skillset. He could work extremely fast and juggle many projects ranging from IT to marketing. His unexpected departure in December of 2020 forced us to reconsider the organizational structure. Finding someone with Kam's skillset and proficiencies would be highly unlikely. I passed some of his duties to Ryan Ward, leaving me only the marketing duties to consider. It made sense to update our job titles and organizational chart in order to focus on creating a new Marketing Coordinator position.

We found ourselves very impressed with the applicants we received for this new position. We had a number of both internal and external candidates who could have created great graphic

content, but we had our sights set on finding someone capable of collaborating with staff while creating a comprehensive marketing plan for the library system. Eddie Gray, who had worked several years as the Tourism Director for the City of McAlester, fit the bill perfectly and started the job on April 19<sup>th</sup>.

Eddie has been widely accepted by the staff both for his enthusiastic personality and the high quality of material he produces. He thinks and works collaboratively and arrived just in time to help promote the summer reading program.

#### Other Positions

**Courier Driver** – We had been using two part-time workers to drive the courier van and deliver materials between our libraries. One of the drivers, Ira Sumner, could not return from medical leave in July. We went the next several months with a reduced delivery schedule, which worked just fine with our pandemic-reduced business. As traffic picked up and the reduced schedule struggled to meet the volume of deliveries, I considered how hard it had been to find drivers and decided to promote our single, part-time courier driver to full-time status in March.

**LeFlore Shuffling** – In order to meet the goals of our LeFlore County Equity plan, we considered ways to use every opening in LeFlore County libraries to reduce expenses. When Mary Michelle Turner, our Programs Coordinator, left in December, I promoted Spiro manager Shannon Elder part-time into the programs role as she continues to manage the Spiro library. When a Spiro part-time position opened, we moved an Arkoma part-time employee to Spiro. Another Arkoma part-time worker was transferred to Stigler and promoted to full-time when an opening occurred. Because of our creativity and staff flexibility, we have been able to meet all of the staff reductions listed in the LeFlore County Equity plan.

**COVID Related Staff Losses** – All across the country many workers decided to stay home with family, change careers, or to simply take a break. Many of the breaks have come as workers try to protect themselves or their families from COVID. SEOLS did not miss out on this impact. We had staff members all across the system that either resigned or asked for reduced hours in order to stay with family or take extra precautions against the pandemic.

#### Updates and Additions to Policies

Although we did not start the year with plans to update many policies, reading below will show that we ended up updating or creating numerous policies. We have now updated almost all operating policies within the past six years. Only two remain for us to update in 2022.

Updated September 15, 2021: Board Travel Policy

The Board approved reimbursement for overnight travel to meetings if a trustee's drive to a meeting is greater than 75 miles. The hope and intention is that trustee retention increases if this helps some trustees avoid night travel.

Added September 15, 2020: Emergency Executive Powers

The pandemic forced us all to think about emergency situations. This policy, borrowed from the Tulsa-City County Library, authorizes the Executive Director to declare an

emergency and to implement temporary practices, suspend policies, and make purchases in order to navigate the crisis until the next SEOLS Board Meeting.

Updated January 19, 2021: Fees and Charges Policy; Circulation Policy

With these policy amendments SEOLS went overdue fine free! I first broached this idea several years ago and received no support. This go around I carefully collected data, basically presenting the Board with a research paper narrating how eliminating overdue fines increases the rate of return on borrowed materials while increasing circulation. SEOLS still charges customers for lost and damaged items, but no longer do we make paying late fees a barrier to receiving library service. Immediately after approval staff received stories of members of the public who returned to the library after months or years-long absences because they could not afford small fines.

Added January 19, 2021: Criteria for SEOLS Library Facilities

With planning bookmobile service and considering accepting Quinton as the 16<sup>th</sup> SEOLS library, the Board approved this policy to provide guidance on the establishment of library service outlet. It also states SEOLS responsibilities toward each outlet type and SEOLS' expectations of local entities.

Rescinded March 23, 2021: Reading Centers Policy

With requirements and guidelines for reading centers (volunteer libraries supported by SEOLS) established in the newer Criteria for SEOLS Library Facilities Policy, this standalone policy no longer served any purpose.

Updated March 23, 2021: Vehicle Policy

At the behest of our insurance carrier, we tightened the language of this policy to restrict distracted driving by staff members as well as to clarify expectations for employees who drive a personal vehicle for SEOLS business.

Updated March 23 & June 15, 2021: Classification and Pay Policy

In March we updated the language of the policy to reflect current job titles and to eliminate language that referenced the already-accomplished implementation process. In June the Board voted to increase the tables by 1.5%.

Updated March 23, 2021: Internet Use Policy

We updated this policy to reflect current practice and requirements under USAC rules for E-Rate.

Updated May 18, 2021: Orientation of New Board Members

Updated to reflect current practices.



Updated May 18, 2021: Gifts and Donation Policy

We removed the word “gift” and focused solely on the term “donation.” The limit at which the SEOLS Board must formally accept a donation increased from \$2,500 to \$5,000. Language referencing donations to entities other than SEOLS was removed.

Updated May 18, 2021: Weather or Emergency Closings Policy

The policy now requires the local person in charge to try notifying the Executive Director before making a decision to close a library or office. New language emphasizes the importance of staff and public safety, including allowing the local staff person in charge to make an immediate call if safety is threatened. The process of notifying the public of emergency closures was updated.

Rescinded May 18, 2021: People Left after Closing Policy

Our Behavior Policy explicitly addresses unattended children. Our other policies and procedures do not allow staff to stay after closing with customers. With all possibilities for people left after closing addressed, this policy was redundant.

Updated June 15, 2021: Volunteer Recognition Policy

New language encourages managers to recognize volunteers throughout the year. Volunteers who work more than 12 hours a year are now eligible for a service award from the service award catalog that employees select anniversary gifts from.

Updated June 15, 2021: Personnel Files Policy

We updated language that restricts access to personnel files to only the administrative staff who need access during the scope of their duties. Trustees may now only access the files if and when they participate in a disciplinary review hearing for an employee.

## **Continuing Education**

Besides regular staff and managers meetings, usually conducted virtually, SEOLS continuing education ground to a near halt last year. The pandemic forced cancellations of public library certification classes through ODL, the Oklahoma and American Library Associations’ annual conferences, and more. Staff did attend a few webinars, but FY 2022 began with a great hunger and need for continuing education opportunities.

## **Furniture Projects**

Although we received \$20,000 worth of shelving for Coalgate, the bulk of the furniture the Board approved purchasing for Coalgate and Hartshorne (about \$160,000 worth) will not arrive until mid-September 2021. Problems with supply chains caused the bulk of this delay. However, we did learn quite a bit through these first attempts to update our libraries’ furniture. In future projects we will generally break the process into three parts. The first will focus on the service desk, often the most difficult selection and the most crucial to design. The second and third parts will focus on shelving and seating respectively. While the process may take longer, we can ensure we receive quality pieces that will last longer and create a more cohesive aesthetic in the end. This year we will tidy up the furniture needs in Coalgate and Hartshorne while starting the process in Valliant and Broken Bow. If the revised budget allows, we will also try to replace Spiro’s shelving.

## **Bookmobile**

In September 2020 the SEOLS board approved the purchase of a bookmobile. At that time the factory estimated a 12-month turnaround to delivery time. Unfortunately, supply issues, namely obtaining the chassis, created major delays. With any luck, we will receive the bookmobile in December 2021.

## **Central Services and Bookmobile Storage**

The purchase of the bookmobile resulted in a search for permanent storage for it. Unfortunately, by January we could not find any current locations we could purchase or rent large enough for our needs. In addition, the Board recognized that central services (Administration, Technical Services, and Marketing & Outreach) have long exceeded the capacity of the McAlester Public Library basement. The basement will also be needed for a pending remodel and expansion of the library. The Board therefore in March purchased a lot in north McAlester to construct a new facility for all of these purposes. Unfortunately, after the development of designs and architectural plans, high construction costs forced us to pause this project until at least fall 2021.

## **Weather Closures**

Once in a lifetime winter weather (we hope) bombarded Oklahoma and forced most SEOLS locations to close a week or more. We actually received hits from two different storm systems in February. The first brought several inches of snow. The second brought extreme freezing, snow and ice, knocking out power and water in several communities. Thankfully no SEOLS library experienced major damage.

## **Mobile Printing**

In the fall we made mobile printing available through our website. Customer may now use their personal computers or phones to send material to our libraries for printing.

## **Quinton Library Trial**

In March the Board approved the start of a one-year trial with the Quinton reading center (Nelda Clark Myers Public Library). The Quinton library recently built and moved into a new building. The foundation that has been operating it realizes that the best way to ensure this facility benefits their community is if SEOLS operates the library. We have provided a staff member, catalogued collection, and equipment with which to assess the usage of the library. SEOLS and the library foundation will come together again in March 2022 to discuss adding Quinton as the 16<sup>th</sup> SEOLS library.

## **Backyard Explorers and OSU Partnership**

A couple years back I began a casual partnership with Oklahoma State University on their spotty rain/citizen science initiatives. My hopes were that OSU would develop as a rich resource for program speakers, activities, and physical resources. In FY 2021 our McAlester program, Backyard Explorers, became involved with this relationship. Developed by Assistant Manager Heath Stanfield, this program encourages children to learn about nature. Heath and our virtual program team developed an amazing series of program videos as part of this program. The quality of these programs is astounding, and OSU leaped onto them. As part of their April

citizen science month initiatives, they partnered with us and promoted the Backyard Explorers program all across the country. The response, both locally for our program and national for OSU partnership with us, has been acclaimed. OSU and Heath will present on this partnership and program at the upcoming Association for Rural and Small Libraries conference as a preconference workshop. Soon librarians from all across the country will learn about the great program Heath developed, with some support from OSU.

### **December Break In**

On December 11<sup>th</sup>, 2020, a burglar forced his way into the McAlester Public Library basement (service center) after hours. Because the only door being monitored by security system at that time was the main glass door, no intruder alarm was triggered, leaving the thief several hours to leisurely remove items from the office to his stash. Security footage shows that he made several trips. While we filed a police report and submitted the video to the police, no arrest has yet been made.

The thief stole \$1,093 in cash from several money bags in Business Manager Rhonda Tidwell's Office, which he forced open. He also stole some laptops and tablet. The total value of SEOLS loss in cash and property was \$4,986. The perpetrator also busted the window into my office and stole over \$1,000 of personal items (a McAlester Rotary laptop I held onto for meetings and several collectibles off of my shelves).

That same night a different individual broke into the actual library in McAlester. How this thief got in and whether he was connected with the downstairs thief we do not know. He stole one tablet that we could identify.

After the incident SEOLS invested in a security system for the Service Center that consists of door and window sensors and panic buttons. Except for the event of a power outage, a repeat of these events could not happen without the police receiving notification.

### **Oklahoma Library Association Leadership**

This spring I was honored when the Oklahoma Library Association membership elected me as treasurer for the next two years. In addition to monitoring the financial transactions of the association, I now serve on OLA's executive board. I am excited with the opportunity to represent SEOLS and affect changes that benefit our library system through this position. The president-elect is Tim Miller, the director of Western Plains Library System. Together, over the next two years we will bring an unprecedented representation from rural library systems to the association.

## Financial Discussion and Analysis of Fiscal Year 2021<sup>1</sup>

We began FY 2021 uncertain of how the pandemic would affect our ad valorem collections. With the courthouses often closed, would citizens mail in their tax payments? Would property owners, feeling an economic crunch, have the money to make their tax payments? Would several major protests by businesses to their taxes end favorably for us? The FY 2021 budgets took an extremely conservative approach to budgeting. In hindsight, this seems laughable as our collections exceeded budget projections by more than \$250,000.

Greatly reduced expenses due to the pandemic aided our bottom line. Our banking accounts and investment balances increased from \$6,099,186 on June 30, 2020 to \$6,625,677 on June 30, 2021. That's a growth of \$526,491. At the beginning of May our cash and investment balances sat at an all-time high of just over \$7 million. Thankfully the Board has initiated several projects to use this money wisely and constructively. We still have nearly \$200,000 to pay toward the bookmobile when it arrives, and we expect our central services and bookmobile site to cost \$1.5 million. The furniture ordered last year and scheduled for delivery this September will cost an additional \$160,000.

### Revenue

SEOLS receives the majority of its funding from a voter-approved millage levy (ad valorem tax). We currently receive 4 mills in each of our seven counties, which accounts for 98% of our income. Besides ad valorem funds, SEOLS' notable income types include state aid, fees and charges, and interest. We will typically receive minor revenues in the form of donations or grants that typically carry with them restrictions for use and must be spent within a specified timeframe.

#### Ad Valorem

FY 2021 saw SEOLS' ad valorem collections grow, despite the troubled economy, from \$5,042,549 to \$5,417,372 (7.43%), exceeding budget projections by \$270,000 (5.26%). Most exciting to see was growth in Latimer County, whose revenues had declined in my first several years with SEOLS, and for LeFlore County's collections to grow by 13% year over year (\$140,000). Hopefully FY 2022 will see continued growth in both counties' collections. If LeFlore County can experience two more years of similar growth, it will have addressed any of our concerns with county equity for their county.

#### Fiscal Year 2020 to Fiscal Year 2021 Ad Valorem Comparison

	FY 2020	FY 2021	Variance	
	Amount Received	Amount Received	\$	%
Choctaw	\$311,147.08	\$334,682.43	\$23,535.35	7.56%
Coal	\$445,657.03	\$475,130.37	\$29,473.34	6.61%
Haskell	\$282,096.56	\$285,991.67	\$3,895.11	1.38%
Latimer	\$252,671.95	\$262,710.57	\$10,038.62	3.97%
LeFlore	\$1,077,135.04	\$1,217,306.19	\$140,171.15	13.01%
McCurtain	\$1,024,496.69	\$1,105,820.21	\$81,323.52	7.94%
Pittsburg	\$1,649,344.62	\$1,735,730.51	\$86,385.89	5.24%
Total	\$5,042,548.97	\$5,417,371.95	\$374,822.98	7.43%

<sup>1</sup>Numbers used reflect our CPA's end-of-year work and not any additional adjustments made by our auditor.

#### State Aid Grant

All Oklahoma public libraries that meet the public hours and service requirements of the Oklahoma Department of Libraries (ODL) receive state aid grants each year. The money ODL uses to fund these grants comes from a combination of state appropriations and funds received from the Institute of Museum and Library Services (IMLS). ODL then distributes these funds based upon a formula using population and community size. State aid grant money cannot be spent on capital improvements or replacements, and annually we must report what we used the money for. SEOLS used its FY 2021 state aid (\$89,864) to purchase online databases.

Within our FY 2021 budgets we drastically reduced the amount of state aid due to fears state budget woes would severely impact appropriations. Thankfully those fears proved unfounded and state aid decreased by only \$3,000 from the previous year. A relatively stable revenue base for the state means state aid in FY 2022 should remain flat.

Despite my optimism for the current state of this funding source, I still believe it highly likely that it could face drastic reductions or even elimination in future years.

#### Fees and Charges

Fees and charges encompasses anything for which we could charge customers, from overdue fines to copy charges. Although a relatively small portion of our budget, these fees indicate quite a bit of activity when you consider how many 10 cent copies it takes to get into thousands of dollars. Many people do not realize the volume of faxing we do for the public either; in our rural areas, home health care providers who must fax their reports have nowhere else to go. Prior to COVID, we have saw annual declines in fees and charges in the amount of \$4,000-\$5,000 as the world embraced more digital transactions. During COVID, the fees and charges we collected greatly decreased.

Not all of the decrease this year can be lain at COVID's feet. In January the Board eliminated overdue fines for books returned in useable condition. This doubtless had an impact in our collections of at least a few thousand dollars.

Despite the oddity of this year's operations and the elimination mid-year of overdue fines, I found the \$47,000 brought in through fees and charges very encouraging.

#### Interest

At all of our meetings this year I expressed disappointment with the incredibly low interest rates available through certificates of deposit. In the spring, rates were so low that we moved most of our money into our money market account as certificates matured. To no one's surprise, our interest revenue from FY 2020 to FY 2021 dropped by nearly 50% to \$30,000. We should expect similar earnings in FY 2022.

#### Grants and Donations

While SEOLS received almost no designated donations or grants, the libraries received a very healthy amount of undesignated donations. The bulk of this came from the sale of used books through Thriftbooks, a vendor who accepts our discarded books, then sells them and returns to

SEOLS a portion of the sale. We have not weeded as heavily in recent months so we expect the Thriftbooks income to settle down moving forward.

## Expenses

We took precautions not to spend money just to spend it during this COVID-plagued year. We did not fill some positions until foot traffic picked up (some we still have not filled), we did not travel to any continuing education activities, and offered far fewer programs than we typically do. As a result, all expenses fell far within budget expectations by more than \$260,000.

### Payroll Expenses

As stated above, we delayed filling several positions throughout the year. When possible, we took advantage of open positions to move staff around in accordance with our LeFlore County Action Plan in order to reduce expenses. Since this is by far our largest expense, we created massive savings. Even after the auditor adjusts the final payroll, we will have come under budget for personnel costs by around \$200,000.

During most of the year we realized some savings with payroll tax credits created under the Families First Corona Response Act. When an employee took time off under the act's provisions, we received payroll tax credits totaling 66-100% of their wages. We did not exercise the option to extend the FFCRA protections to staff beyond March 2021.

### Public and Technical Services

This budget expense category typically pushes the limit due to summer reading. However, with no paid performers for summer reading and only a handful of in person programs, we simply did not spend near as much as we normally do on special programs.

### Operating Expenses

While our final budget vs actual for the year report shows \$300,000 not spent beneath the operating expenses budget, \$160,000 of that was furniture that was delayed in delivery to Coalgate and Hartshorne. Our biggest savings otherwise came from a lack of travelling (both for internal business and for continuing education), and a staff turnover that did not allow time to expend all of the marketing budget.

### Informational Materials Expenses

Technical Services Librarian Miranda Wisor tried her best to spend all of the materials budget. Unfortunately, publisher delays and title cancellations made predicting what would arrive FY 21 vs FY 22 impossible. That fact that we spent over 90% of the materials budget is a testament to her hard work to maximize the budget and get what was available.

### Capital Expenses

In September the Board authorized the purchase of a bookmobile from Farber Specialty Vehicles. Upon signing the contract, we paid Farber a \$76,000 down payment.

### Property Purchase

In March the Board approved the \$140,000 purchase of a lot in north McAlester on which to construct a central services office and bookmobile center. We have since proceeded with developing architectural plans but find ourselves paused while waiting for construction costs to stabilize.

## County Equity

The largest concern for the Board of Trustees in the coming years should be monitoring and adjustment of expenses based upon county equity. The term county equity has become our key buzz word. It means simply that a reasonable balance exists between how much ad valorem we collect in each county and how much we spend. While we never expect these numbers to balance (that's simply not how government works), we want the ability to assure concerns citizens and political figures that SEOLS is wisely handling their money and that taxpayers receive a solid return on their investment into the library system.

### Direct Costs

This year we took shared expenses and broke them down to the most local levels possible. The methodology for breaking down these expenses varied based on the expense. So for downloadable books, we broke it down as a direct expense to each library based on their number of active cardholders. If our marketing coordinator ordered pamphlets, he broke it down so it could reflect as a direct expense to each library based on how many they received. So the direct costs shown in the table below include both expenses made just for that county and the shared portion.

### Shares

A few costs could not be broken down as efficiently, such as costs for the Administration department for example. After year's end our accountant made an adjustment splitting the Administration department's expenses as an administrative share applied to each county (based on their overall percentage of total direct costs). The salaries for the Marketing and Technical Services departments provided equivalent challenges, so we had the accountant adjust them as shared expenses as well.

	<u>Choctaw</u>	<u>Coal</u>	<u>Haskell</u>	<u>Latimer</u>	<u>LeFlore</u>	<u>McCurtain</u>	<u>Pittsburg</u>
Direct Costs	\$263,090	\$244,400	\$199,648	\$207,203	\$962,887	\$730,216	\$855,761
Administrative Share <sup>1</sup>	\$73,576	\$65,570	\$52,031	\$53,698	\$263,963	\$198,381	\$214,352
Marketing & Outreach Share <sup>2</sup>	\$10,571	\$4,530	\$10,571	\$10,571	\$58,897	\$21,142	\$34,734
Technical Services share <sup>3</sup>	\$22,264	\$19,897	\$20,380	\$16,566	\$95,939	\$57,798	\$81,165
<b>Total Costs</b>	<b>\$369,502</b>	<b>\$334,399</b>	<b>\$282,631</b>	<b>\$288,039</b>	<b>\$1,381,688</b>	<b>\$1,007,539</b>	<b>\$1,186,014</b>
Ad Valorem	\$334,682	\$475,130	\$285,991	\$262,710	\$1,217,306	\$1,105,820	\$1,735,730
Surplus/Deficit	-\$34,820	\$140,731	\$3,360	-\$25,328	-\$164,382	\$98,280	\$549,716

<sup>1</sup> Includes all of the costs for the library system's administration department, board expenses, and any other costs involved in the administration of the library system.

<sup>2</sup> Mostly the salary share of our marketing coordinator. Split according to estimates of his time spent working for projects at each county.

<sup>3</sup> Mostly the salaries of the Technical Services Librarian, Cataloger, Assistants, Interlibrary Loan, and Courier Driver. Split according to the number materials purchased for each county in FY 2021.

Balance

Considering that this was the first year we tried to accurately track and actively bring balance to expenses, I was satisfied with the result. Choctaw, Haskell and Latimer Counties fell close to balance. In previous years using different methodologies to allocated shared costs, McCurtain County fell in the negative. This year, for the first time, we reflect a very healthy surplus for McCurtain County. This leaves us with only three “problem” counties.

We know LeFlore County has operated heavily with surplus from other counties for several years. Past years with past allocations showed a deficit of \$350,000 or more. This year, between different methodology for allocations, strategic consolidation and elimination of expenses, and greatly increased ad valorem collections, that deficit was only \$160,000. We hope ad valorem continues to grow strongly so that the county’s expenses approach closer to neutral.

Coal County has been one of our two net supporter counties, and recently the most vocally concerned about such. While the \$140,000 surplus is much higher than we wanted, I am actually very pleased with how we have closed the gap this year. That number would have been \$80,000 less had we received our furniture delivery within the fiscal year. We also did not fill a part-time position for most of the year due to reduced operations. These two expenses would have brought the surplus number closer to \$40,000. Factor in that direct expenses were also down due to COVID, we should be proud. In FY 2022 adding the bookmobile and hopefully one or two Wi-Fi centers should help us to bring recurring service expenses that help with the equity. I feel we will still need to consider other services we can provide to create more recurring expenses to fully address equity in the coming years.

Pittsburg County remains the largest anomaly in terms of county equity. The surplus of over \$500,000 should concern every SEOLS trustee. While adding Quinton as a SEOLS library and operating a bookmobile should bring that number down, the reality is that we will still need to find additional services or projects on which to spend more money. In the coming months I and McAlester Trustee Steve Harrison will present a proposal through which SEOLS could contribute to the McAlester library remodel. Such a proposal would create an immediate plan to spend more money while making a significant investment in Pittsburg County.

## FY 2022

We start FY 2022 with multiple large projects to juggle: receiving furniture in Coalgate and Hartshorne, soliciting furniture for Valliant and Broken Bow, receiving and launching bookmobile service, constructing the central services and bookmobile center, soliciting an organizational effectiveness study, leading the McAlester library remodel campaign, and continuing to navigate a worldwide pandemic. Despite the excitement and energy behind all of these projects, the matter of county equity must maintain its status as our top priority.

Coal County Commissioners expect us to follow through on our promise to address the situation. Other political and community leaders are starting to take notice. We took great initial steps in addressing the issue this past year, but we must continue to strategically plan for the future.

We expect collections, as a whole, to continue steady growth. However, if valuations for LeFlore County do not demonstrate another year of strong growth, we may find it necessary to consider more cuts among LeFlore County libraries. Fortunately, I believe creative solutions can be found that allow us to avoid considering closures or mass layoffs.



By mid-year we should have started serious discussions and drafted tangible plans for increasing services and expenses in Pittsburg County. Pittsburg equity looms as the biggest threat to the system.

Overall, we should all take delight in the many projects and evolutions in the works for SEOLS libraries. We have a healthy balance sheet, phenomenal staff, and plans to bring our libraries into the 21<sup>st</sup> century. Few organizations, let alone libraries, currently sit in a position to accomplish as much as we are planning to accomplish in the coming years.

### Summary

Fiscally we could never have hoped for a better year than we had in FY 2021. But 2021 will be an aberration. Expenses will shoot up dramatically in FY 2022 as we strive to move beyond COVID limitations and the bills come in for the furniture and bookmobile we have ordered. We have sufficient reserves to continue investing in these kinds of projects, but we must make those investments with county equity in mind. In short, we must not allow ourselves to go on wild shopping sprees, but now is the time to invest in bold and innovative projects.



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## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Southeast Oklahoma Library System  
McAlester, Oklahoma

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities and the discretely presented component units of the Southeast Oklahoma Library System (formerly Southeastern Public Library System of Oklahoma), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the System's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and the discretely presented component units of the Southeast Oklahoma Library System, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages A-1 thru A-17 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Budgetary Comparison Schedule on pages 20-22 and the Notes to the Required Supplementary Information on page 23 are also presented according to Governmental Accounting Standards Board requirements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Budgetary Comparison Schedule and Notes to the RSI are fairly stated in all material respects in relation to the basic financial statements as a whole.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the System's basic financial statements. The combining nonmajor fund financial statements and grant schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements and the grant schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the grant schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 9, 2021, on our consideration of the Southeast Oklahoma Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the System's internal control over financial reporting and compliance.

Furrh & Associates, PC  
FURRH & ASSOCIATES, PC  
Lawton, Oklahoma  
September 9, 2021

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Statement of Net Position**  
**June 30, 2021**

**Current Assets**

Cash and Cash Equivalents	\$ 5,949,764
Investments	5,270,805
Ad Valorem Tax Receivable	84,158
Accounts Receivable	447
Prepaid Assets	<u>34,469</u>

Total Current Assets \$ 11,339,643

**Other Assets**

Fixed Assets, Net of Accum Depr.	<u>479,386</u>
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Total Other Assets 479,386

**Total Assets** **\$ 11,819,029**

**Liabilities**

Compensated Absences Liability	\$ 149,931
Accrued Salaries	77,675
Accounts Payable	<u>19,903</u>

Total Liabilities \$ 247,509

**Net Position**

Invested in Capital Assets, Net of Debt	479,386
Restricted	1,236,260
Unrestricted	<u>9,855,874</u>

Total Net Position 11,571,520

**Total Net Position and Liabilities** **\$ 11,819,029**

Please see accompanying notes to the financial statements.

# Southeast Oklahoma Library System

## McAlester, Oklahoma

### Statement of Activities Year Ended June 30, 2021

	Program Revenues			Net (Expense) Revenue & Changes in Net Assets	
	Expenses	Charges for Services	Operating Grants and Contributions	Primary Government	
				Governmental Activities	Business Type Activities
<b>Primary Government</b>					
Governmental Activities:					
Operating Expenses	\$ 1,857,644	\$ 47,529	\$ 0	\$ (1,810,115)	\$ (1,810,115)
Personnel Services	3,222,279	0	0	(3,222,279)	(3,222,279)
Informational Materials	709,621	0	255	(709,366)	(709,366)
Public & Technical Services	175,922	0	0	(175,922)	(175,922)
<b>Total Governmental Activities</b>	<u>\$ 5,965,466</u>	<u>\$ 47,529</u>	<u>\$ 255</u>	<u>\$ (5,917,682)</u>	<u>\$ (5,917,682)</u>
<b>General Revenue</b>					
Ad Valorem Tax				5,406,664	5,406,664
Pension Income				1,259,301	1,259,301
State Aid				89,864	89,864
Investment Income				30,346	30,346
Donations				29,954	29,954
Surplus Sales				1,369	1,369
Insurance Proceeds				946	946
<b>Total General Revenue</b>				<u>6,818,444</u>	<u>6,818,444</u>
<b>Change in Net Position</b>				900,762	900,762
<b>Net Position, June 30, 2019</b>				<u>10,670,758</u>	<u>10,670,758</u>
<b>Net Position, June 30, 2020</b>				<u>\$ 11,571,520</u>	<u>\$ 11,571,520</u>

Please see accompanying notes to the financial statements.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2021**

	<u>General</u> <u>Fund</u>	<u>Pension</u> <u>Fund</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
<b><u>Assets</u></b>			
Cash in Bank - Operating Account	\$ 111,596	\$ 0	\$ 111,596
Cash in Bank - Sweep Account	5,838,168	0	5,838,168
Investments	700,049	4,570,756	5,270,805
Ad Valorem Tax Receivable	84,158	0	84,158
Accounts Receivable	447	0	447
Prepaid Assets	34,469	0	34,469
Fixed Assets	1,957,384	0	1,957,384
Accumulated Depreciation	(1,957,384)	0	(1,957,384)
Total Assets	<u>\$ 6,768,887</u>	<u>\$ 4,570,756</u>	<u>\$ 11,339,643</u>
<b><u>Liabilities</u></b>			
Compensated Absences Liability	\$ 149,931	\$ 0	\$ 149,931
Accrued Salaries	77,675	0	77,675
Accounts Payable	19,903	0	19,903
Total Liabilities	<u>247,509</u>	<u>0</u>	<u>247,509</u>
<b><u>Fund Balance</u></b>			
Nonspendable	34,469	4,570,756	4,605,225
Restricted	31,627	0	31,627
Committed	1,204,633	0	1,204,633
Assigned	2,109,000	0	2,109,000
Unassigned	3,141,649	0	3,141,649
Total Fund Balance	<u>6,521,378</u>	<u>4,570,756</u>	<u>11,092,134</u>
Total Liabilities and Fund Balance	<u>\$ 6,768,887</u>	<u>\$ 4,570,756</u>	

Please see accompanying notes to the financial statements.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2021**

Fund Balances

Amounts Reported for Governmental Activities in the  
Statement of Net Position are different because:

Capital Assets Used by Governmental Activities of \$1,957,384

Net of Accumulated Depreciation of \$1,477,998 are not financial  
resources and, therefore, are not reported in the funds.

479,386

Net Position of Governmental Activities

\$ 11,571,520

Please see accompanying notes to the financial statements.



**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**Governmental Funds**  
**Year Ended June 30, 2021**

	<u>General Fund</u>	<u>Pension Fund</u>	<u>Total Governmental Funds</u>
<b><u>Revenue</u></b>			
Ad Valorem Tax Revenue	\$ 5,406,664	\$ 0	\$ 5,406,664
State Aid	89,864	0	89,864
Branch Library Income	47,529	0	47,529
Investment Income	30,346	838,862	869,208
Donations	29,954	0	29,954
Surplus Sales	1,369	0	1,369
Insurance Proceeds	946	0	946
Grant Income	255	0	255
Employee (er) Contributions	0	420,439	420,439
Total Revenue	<u>5,606,927</u>	<u>1,259,301</u>	<u>6,866,228</u>
<b><u>Expenditures</u></b>			
Personnel Services			
Salaries and Wages	2,351,646	0	2,351,646
Retirement Costs	285,023	0	285,023
Employee Insurance	424,239	0	424,239
Payroll Taxes	161,371	0	161,371
Total Personnel Services	<u>3,222,279</u>	<u>0</u>	<u>3,222,279</u>
Informational Materials			
Branch Information Materials	410,545	0	410,545
Downloadables	136,264	0	136,264
Databases	130,381	0	130,381
Grant and Donation Expenses	32,431	0	32,431
Total Informational Materials	<u>709,621</u>	<u>0</u>	<u>709,621</u>
Public and Technical Services			
Technical Services	140,236	0	140,236
Program Fees, Supplies & Travel	35,686	0	35,686
Total Public & Technical Services	<u>175,922</u>	<u>0</u>	<u>175,922</u>

Please see accompanying notes to the financial statements.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**Governmental Funds**  
**Year Ended June 30, 2021**

<u>Expenditures (cont.)</u>	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Operating Expenses			
Capital Outlay	\$ 137,942	\$ 0	\$ 137,942
Revaluation Fees	96,667	0	96,667
Computer Expense	74,445	0	74,445
Automation	66,686	0	66,686
Equipment Expense	54,945	0	54,945
Insurance	42,273	0	42,273
Professional Fees	41,694	2,195	43,889
Supplies	39,320	0	39,320
Telephone and Internet	37,983	0	37,983
Human Resources Expense	28,649	0	28,649
Marketing	21,238	0	21,238
Audit Expense	16,986	0	16,986
Vehicle Expense	13,515	0	13,515
Travel	12,590	0	12,590
Miscellaneous Expense	10,153	0	10,153
Postage and Freight	9,123	0	9,123
Furniture Expense	5,919	0	5,919
Memberships	4,675	0	4,675
Professional Development	4,595	0	4,595
Utilities	3,904	0	3,904
Withdrawals / Distributions	0	1,132,147	1,132,147
Total Operating Expenses	<u>723,302</u>	<u>1,134,342</u>	<u>1,857,644</u>
Total Expenditures	4,831,124	1,134,342	5,965,466
Revenue Over (Under) Expenditures	775,803	124,959	900,762
Fund Balance, June 30, 2020	<u>6,224,961</u>	<u>4,445,797</u>	<u>10,670,758</u>
Fund Balance, June 30, 2021	<u>\$ 7,000,764</u>	<u>\$ 4,570,756</u>	<u>\$ 11,571,520</u>

Please see accompanying notes to the financial statements.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

**Note 1 – Summary of Significant Accounting Policies**

The Southeast Oklahoma Library System (the System, formerly Southeastern Public Library System of Oklahoma) is a multi-county quasi-governmental organization under Title 65 (Multi-County Act) of the Oklahoma Statutes. The System was established in the late 1960's when four counties voted to approve ad valorem taxes to support the multi-county library system. Today, the System has fifteen (15) libraries operating in seven (7) counties. The System is governed by a board of trustees who are appointed by the city and county commissioners for the respective communities or counties they represent. The following counties are represented: Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain and Pittsburgh. The following cities are represented: Arkoma, Broken Bow, Coalgate, Hartshorne, Heavener, Hugo, Idabel, McAlester, Poteau, Spiro, Stigler, Talihina, Valliant, Wilburton, and Wister.

For financial reporting purposes, the System includes all funds, agencies, boards, commissions, and authorities that are controlled by or dependent on the System's executive or legislative branches. Control by or dependence on the System was determined on the basis of oversight responsibility, scope of public service, and special financing relationships. Oversight responsibility includes financial interdependence, selection of governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters.

The Southeast Oklahoma Library System keeps its records and prepares its financial statements on the accrual basis of accounting. Revenues are recognized when susceptible to accrual (i.e. when they become both measurable and available.) "Measurable" means the amount of the transaction can be determined; and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the related fund liability is incurred.

Purchases of all materials and supplies are charged to operations in the period in which purchases are made. Amounts of inventories on hand are not considered material and are not included in the financial statements.

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The System is a multi-county quasi-governmental organization under the laws of the State of Oklahoma. As a library system (a political sub-division of the State of Oklahoma), the System is exempt from federal and state income taxes.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

**Note 2 – Fund Accounting**

The accounts of the System are organized on a basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. The various funds are summarized by type in the financial statements and are classified as governmental, proprietary, and fiduciary fund types. The following fund types are used by the System.

**Governmental Fund Types**

General Fund – The general fund is the primary operating fund of the System. It is used to account for all financial resources except those required to be accounted for in another fund. All general operating revenues not restricted as to use are recorded in the general fund.

Special Revenue Funds – Special revenue funds are used to account for the proceeds of specific revenue resources that are legally or administratively restricted to expenditures for specific purposes. The System's current special revenue fund include:

**Pension Fund**

According to GASB 54, fund balances in the Governmental Funds are to be properly reported within one of the fund balance categories below:

1. **Nonspendable** – Nonspendable funds are associated with inventories, prepaid assets, and long-term receivables.
2. **Restricted** – Restricted funds are associated with amounts that only can be spent for specific purposes as stipulated by the bylaws, granting agencies, or enabling legislation.
3. **Committed** – Committed funds are associated with amounts that only can be spent for specific purposes as determined by a formal action of the Board of Trustees.
4. **Assigned** – Assigned funds are associated with amounts that can be spent for specific purposes but do not meet the criteria to be classified as restricted or committed.
5. **Unassigned** – An unassigned fund is the residual classification for the System's general fund and includes all spendable amounts not contained in the other classifications.

**Proprietary Fund Types**

Enterprise Fund – The enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

Fund balances in the Proprietary Funds are to be properly reported within one of the fund balance categories listed below:

1. Invested in Capital Assets, Net of Related Debt – These funds are associated with capital assets minus any notes payable.
2. Restricted – Restricted funds are associated with amounts that only can be spent for specific purposes.
3. Unrestricted – An unrestricted fund is the residual classification for the System’s enterprise fund and includes all amounts not contained in the other classifications.

**Note 3 – Budgetary Accounting**

The System’s budgetary accounting procedures are discussed in the notes to the required supplementary information.

**Note 4 – Cash and Cash Equivalents**

Cash and cash equivalents include the following accounts:

The Bank - Money Market Account	\$ 5,838,168
The Bank - Operating Account	<u>111,596</u>
	<u>\$ 5,949,764</u>

The cash on deposit with The Bank, is not only covered by FDIC insurance (up to \$250,000) but also a collateral pledge of \$7,200,000 to cover deposits in excess of the FDIC coverage.

The System’s cash, deposits, and investments are classified in the following categories:

- A. Insured or collateralized with securities held by the entity or by its agent in the entity’s name.
- B. Collateralized with securities held by the pledging financial institution’s trust department or agent in the entity’s name.
- C. Uncollateralized.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

	A	B	C	Total
Cash	\$ 5,949,764	\$ 0	\$ 0	\$ 5,949,764

**Note 5 – Investments**

The System invests \$700,049 in Certificate of Deposits at the multiple banks. The interest rates vary from 0.70% to 2.10%. The interest pays on various schedules that range from monthly to maturity. The maturity dates range from 49 days to 6.5 months.

**Note 6 – Ad Valorem Taxes Receivable**

Multiple counties owe the System outstanding ad valorem taxes. As of June 30, 2021, the amount owed is \$84,158. These funds are expected to pay within the next 12 months.

**Note 7 – Prepaid Assets**

Prepaid assets include the unamortized portion of the annual expense for the following:

	Ad Valorem Tax Revenue
Pittsburg County	\$ 1,735,731
LeFlore County	1,217,306
McCurtain County	1,105,820
Coal County	464,422
Choctaw County	334,682
Haskell County	285,992
Latimer County	262,711
	\$ 5,406,664

**Note 8 – Fixed Assets**

All capital assets acquired prior to June 30, 2004 were considered to be fully depreciated. All fixed assets acquired before June 30, 2004 were valued at historical cost or estimated historical cost if actual historical cost was not available. Amounts were recorded for fixed asset purchases, for control purposes, with a corresponding amount recorded in the accumulated depreciation account. Donated assets were valued at their estimated fair market value as of the date donated.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

Current year changes in fixed assets were as follows:

	<u>Property, Plant and Equipment</u>	<u>Accumulated Depreciation</u>
Balance as of 07/01/2020	\$ 1,695,837	\$ 1,393,557
Additions	261,547	84,441
Disposals	0	0
Balance as of 06/30/2021	<u>\$ 1,957,384</u>	<u>\$ 1,477,998</u>

**Note 9 – Accrued Payroll and Compensated Absences**

The System accrues a payroll liability and a liability for vacation pay or other compensated absences. The cost is recognized when a claim is made for the accrued compensation by the employee. The amount of earned unpaid payroll and earned unpaid compensated absences liability at June 30, 2021 was approximately \$77,675 and \$149,931, respectively.

**Note 10 – Assigned Fund Balance**

The governing board has set aside a portion of the fund balance for replacement reserve accounts. The assigned fund balances for these purposes as of June 30, 2021 were as follows:

Building Construction	\$ 1,500,000
Vehicle Replacement	176,000
Furniture Replacement	170,000
Building Maintenance	113,000
Endowment	100,000
Organizational Study	50,000
	<u>\$ 2,109,000</u>

These restrictions are imposed by the Board of Trustees action only; consequently, the restrictions may be rescinded by action of the Board.

**Note 11 – Committed Fund Balance**

The governing board has implemented a new cash management policy that commits 3 months of operating expenses. The committed fund balance for this purpose as of June 30, 2021 was

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

\$1,204,633. This policy was implemented by the Board of Trustees action only; consequently, the policy may be rescinded by action of the Board.

**Note 12 – Tax Revenues – Economic Dependency**

Approximately 97.3% of the total revenue of the library system for the current year was received from ad valorem taxes from a special tax levy voted by the citizens of Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain, and Pittsburg counties. Approximately 67.6% of the ad valorem tax revenues were received in January and February 2021. Any change in Oklahoma statutes regarding library tax levies or changes in state funding might affect the System's operations.

<u>Ad Valorem Tax Revenue</u>	
Pittsburg County	\$ 1,735,731
LeFlore County	1,217,306
McCurtain County	1,105,820
Coal County	464,422
Choctaw County	334,682
Haskell County	285,992
Latimer County	262,711
	<u>\$ 5,406,664</u>

**Note 13 – Risk Management - Insurance Coverage**

The System is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years. The System maintains the following insurance coverage as protection against possible loss contingencies:

- Commercial Automobile Coverage
  - Liability
  - Uninsured Motorists
  - Comprehensive and Collision
- Commercial Package
- Employment Practices Liability
- Workers Compensation
- Employer Liability
- Position Fidelity Bond



**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

**Note 14 – Pension Plan**

Effective January 1, 1989, the System initiated a pension plan for its employees. The plan type was revised effective January 1, 2003 to become a 401(k) plan. The library system is the trustee for the plan. The plan eligibility requirements are as follows: minimum age of 18 and minimum service of 500 hours in 6 consecutive months.

For each eligible participant, a discretionary contribution is made equal to a uniform percentage of each participant's compensation. The exact percentage, if any, is to be determined each year by the library system. For fiscal year ending June 30, 2021, the library system budgeted approximately 15.2% of the annual payroll costs.

Employee contributions are not required. The plan contributions are invested in individual accounts on behalf of the employees. All required contributions were made by the library system. Benefits to be paid to employees upon retirement will be limited to the actual cash value of their individual accounts.

Contributions and costs for the current year and two previous years were as follows:

	<u>6/30/2021</u>	<u>6/30/2020</u>	<u>6/30/2019</u>
Employee Contributions	\$ 97,522	\$ 107,650	\$ 87,414
Employer Contributions	322,917	504,172	328,806
Administration Costs	<u>2,195</u>	<u>3,163</u>	<u>4,513</u>
 Total	 <u>\$ 422,634</u>	 <u>\$ 614,985</u>	 <u>\$ 420,733</u>

Employer contribution of \$322,917 represents approximately 12.8% of the total payroll of \$2,513,017 for the fiscal year ending June 30, 2021.

Plan assets as of June 30, 2021 were \$4,570,756.

The plan is administered by:

Midwest Pension & Profit-Sharing Services, Inc.  
121 South 8<sup>th</sup> Street, Suite 630  
Minneapolis, MN 55402

The plan funds are maintained by:

Mass Mutual  
1295 State Street  
Springfield, MA 01111

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Financial Statements**  
**Year Ended June 30, 2021**

**Note 15 – Related Party Transactions**

The cities of Choctaw, Coal, Haskell, Latimer, LeFlore, McCurtain, and Pittsburg, Oklahoma, provide financial support to the Southeast Oklahoma Library System by furnishing buildings and building operating expenses, including utilities and building and contents insurance, for the operation of the library. The System is dependent upon this related party support as part of its operational costs.

**Note 16 – Contingencies**

In the normal course of operations, the System disburses funds from numerous federal and state grant programs. These expenditures are subject to audit and approval by the grantors or their representatives. Such audits could lead to claims for reimbursement of expenditures deemed unallowable under the terms of the grants. Presently, management is unaware of any liability for such expenditures, and in the opinion of management, any such amounts would not be considered material.

**Note 17 – Subsequent Events**

Subsequent events were evaluated through September 9, 2021, which is the date the financial statements were available to be issued.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees  
Southeast Oklahoma Library System  
McAlester, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and the aggregate remaining fund information of the Southeast Oklahoma Library System (formerly Southeastern Public Library System of Oklahoma), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Southeast Oklahoma Library System's basic financial statements, and have issued our report thereon dated September 9, 2021.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Southeast Oklahoma Library System's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, we do not express an opinion on the effectiveness of the System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Southeast Oklahoma Library System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the System's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the System's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Furrh & Associates, PC*

**F**URRH & **A**SSOCIATES, PC

Lawton, Oklahoma

September 9, 2021

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**

**General Fund**

**Statement of Revenue, Expenditures, and Changes in Fund Balance**

**Budget and Actual**

Year Ended June 30, 2021

	Budgeted Amounts		Actual	Variance
	Original	Final	Amounts	with Final Budget
				Positive (Negative)
<u>Revenue</u>				
Ad Valorem Taxes	\$ 4,944,492	\$ 5,146,627	\$ 5,406,664	\$ 260,037
State Aid	51,500	61,800	89,864	28,064
Branch Library Income	42,632	42,632	47,529	4,897
Interest Income	40,000	40,000	30,346	(9,654)
Insurance Proceeds	30,000	30,000	4,636	(25,364)
In-Kind Donations	15,000	15,000	25,318	10,318
Donations	10,000	10,000	255	(9,745)
Grant Income	4,000	4,000	1,369	(2,631)
Surplus Sales	500	500	0	(500)
Miscellaneous Income	0	0	946	946
<b>Total Revenue</b>	<b>5,138,124</b>	<b>5,350,559</b>	<b>5,606,927</b>	<b>256,368</b>
<u>Expenditures</u>				
Personnel Services	2,503,779	2,444,949	2,351,646	93,303
Salaries and Wages	847,906	911,755	709,262	202,493
Employee Insurance & Retirement	213,600	208,581	161,371	47,210
Payroll Taxes	3,565,285	3,565,285	3,222,279	343,006
<b>Total Personnel Services</b>	<b>3,565,285</b>	<b>3,565,285</b>	<b>3,222,279</b>	<b>343,006</b>

Please see accompanying notes to the financial statements.

# Southeast Oklahoma Library System

McAlester, Oklahoma

General Fund

## Statement of Revenue, Expenditures, and Changes in Fund Balance

Budget and Actual

Year Ended June 30, 2021

	Budgeted Amounts			Actual Amounts	Variance with Final Budget
	Original	Final	Positive (Negative)		
Informational Materials					
Branch Information Materials	422,500	360,762	410,545	(49,783)	
Databases	156,514	133,643	130,381	3,262	
Downloadables	156,900	133,973	136,264	(2,291)	
Grant and Donation Expenses	5,000	4,268	32,431	(28,163)	
Total Informational Materials	740,914	632,647	709,621	(76,974)	
Public and Technical Services					
Technical Services	140,000	140,000	140,236	(236)	
Programming Fees, Supplies & Travel	50,130	39,125	35,686	3,439	
Total Public and Technical Services	190,130	179,125	175,922	3,203	
Operating Expenses					
Furniture Expense	\$ 252,415	\$ 199,000	\$ 143,861	\$ 55,139	
Revaluation	129,832	97,914	96,667	1,247	
Computer	124,508	93,899	74,445	19,454	
Equipment Expense	94,524	71,286	54,945	16,341	
Automation	87,130	65,710	66,686	(976)	
Professional Consulting	65,397	49,320	41,694	7,626	
Supplies	62,387	47,050	39,320	7,730	
Insurance	61,819	46,621	42,273	4,348	

Please see accompanying notes to the financial statements.

# Southeast Oklahoma Library System

McAlester, Oklahoma

General Fund

## Statement of Revenue, Expenditures, and Changes in Fund Balance

Budget and Actual

Year Ended June 30, 2021

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Travel	61,654	46,497	12,590	33,907
Human Resources Expense	54,604	41,180	28,649	12,531
Marketing	49,724	37,500	21,238	16,262
Internet Access	49,048	36,990	37,983	(993)
Audit	22,966	17,320	16,986	334
Professional Development	22,025	16,610	4,595	12,015
Vehicle Expense	19,890	15,000	13,515	1,485
Utilities	9,945	7,500	3,904	3,596
Postage and Freight	9,571	7,218	9,123	(1,905)
Memberships	8,684	6,549	4,675	1,874
Miscellaneous Expense	5,921	4,465	10,153	(5,688)
Total Operating Expenses	1,192,044	907,629	723,302	184,327
Total Expenditures	5,688,373	5,284,686	4,831,124	453,562
Revenue Over (Under) Expenditures	\$ (550,249)	\$ 65,873	\$ 775,803	\$ 709,930
Fund Balance, June 30, 2020	550,249	284,042	6,224,961	5,940,919
Fund Balance, June 30, 2021	\$ 0	\$ 349,915	\$ 7,000,764	\$ 6,650,849

Please see accompanying notes to the financial statements.

**Southeast Oklahoma Library System**  
**McAlester, Oklahoma**  
**Notes to Required Supplemental Information**  
**Year Ended June 30, 2021**

**Note 1 - Budgetary Policies**

The System's annual operating budget represents appropriations authorized by the governing board and approved by the county governments in accordance with the Oklahoma Statutes.

The System's General Fund budget is limited by law to 90% of the amount of revenue collected in the prior fiscal year plus unreserved fund balances. The legal level of control is the expenditure category. It is the System's policy that all appropriations lapse at the end of the fiscal year.

The System prepares an annual operating budget for its General Fund. The System does not prepare an operating budget for its Special Revenue Funds. Specific grant funds operated within the General Fund and the Special Revenue Funds are operated under budgets required by the grant documents. The System prepares its annual operating budget on the accrual basis of accounting.



# Southeast Oklahoma Library System

McAlester, OK

## Oklahoma Department of Libraries Revenue and Expenditures Compared with Budget (Modified Cash Basis)

Year Ended June 30, 2021

	<u>Budget</u>	<u>Prior Year</u>	<u>Current Year</u>	<u>Total</u>	<u>(Over) Under Budget</u>
<u>Revenue</u>					
State Grant	\$ 255	\$ 0	\$ 255	\$ 255	\$ 0
Cost Share Funds	4	4	0	4	0
Total Revenue	259	4	255	259	0
<u>Expenditures</u>					
Continuing Education	180	180	0	180	0
Memberships	79	79	0	79	0
Total Expenditures	259	259	0	259	0
<u>Revenue Over (Under) Expenditures</u>	<u>\$ 0</u>	<u>\$ (255)</u>	<u>\$ 255</u>	<u>\$ 0</u>	<u>\$ 0</u>

Contract No. F-21-069 CE OLA 2020 Virtual Conference Grant-LSTA

Please see accompanying notes to the financial statements.



# Pittsburg County Animal Shelter

## Shelter Activity Report For Last 12 Months

Report Created: 10/1/2021

Page 1 of 2

Month	Species	Surrenders	Adoptions	Reclaims	Disposals	Adoption Percentage
October, 2020	Canine	124	112	16	25	90%
	Feline	106	48	0	78	45%
November, 2020	Canine	85	49	9	8	58%
	Feline	92	30	1	65	33%
December, 2020	Canine	106	74	15	21	70%
	Feline	80	32	1	57	40%
January, 2021	Canine	133	88	9	11	66%
	Feline	55	55	1	31	100%
February, 2021	Canine	97	58	18	10	60%
	Feline	47	17	1	13	36%
March, 2021	Canine	138	111	16	22	80%
	Feline	65	46	1	26	71%
April, 2021	Canine	119	81	7	32	68%
	Feline	89	39	0	43	44%
May, 2021	Canine	114	78	11	36	68%
	Feline	163	54	0	70	33%
June, 2021	Canine	103	74	6	18	72%
	Feline	265	48	1	165	18%
July, 2021	Canine	128	83	13	27	65%
	Feline	197	41	1	160	21%
August, 2021	Canine	159	84	15	45	53%
	Feline	183	45	2	142	25%
September, 2021	Canine	144	77	10	59	53%
	Feline	144	44	3	83	31%
October, 2021	Canine	4	2	0	0	50%
	Feline	0	0	0	1	100%

# PITTSBURG COUNTY ANIMAL SHELTER

## PRIVATE CREMATION FOR THE MONTHS OF 2020

JANUARY- 9  
FEBRUARY- 14  
MARCH- 15  
APRIL- 16  
MAY- 18  
JUNE- 18  
JULY- 16  
AUGUST- 16  
SEPTEMBER- 17  
OCTOBER- 15  
NOVEMBER- 10  
DECEMBER- 18  
TOTAL: 182 (2020)

## PRIVATE CREMATIONS FOR THE MONTHS OF 2021

JANUARY- 24  
FEBRUARY-22  
MARCH- 27  
APRIL- 25  
MAY- 17  
JUNE- 15  
JULY-13  
AUGUST-20  
SEPTEMBER-  
OCTOBER-  
NOVEMBER-  
DECEMBER-  
TOTAL: 000 (2021)



**PITTSBURG COUNTY ANIMAL SHELTER**

***OUT OF COUNTY SURRENDERS***

***FOR THE MONTHS OF (2020)***

JANUARY- 16

FEBRUARY- 14

MARCH – 15

APRIL – 15

MAY – 9

JUNE— 14

JULY—19

AUGUST—7

SEPTEMBER— 10

OCTOBER-10

NOVEMBER- 12

DECEMBER- 20

**TOTAL: 161 SURRENDERS(2020)**

***OUT OF COUNTY SURRENDERS***

***FOR THE MONTHS OF (2021)***

JANUARY-15

FEBRUARY-4

MARCH-19

APRIL-25

MAY-10

JUNE-19

JULY-19

AUGUST-22

SEPTEMBER-

OCTOBER-

NOVEMBER-

DECEMBER-

**TOTAL: 000 SURRENDER(2021)**



# PITTSBURG COUNTY ANIMAL SHELTER

## ADOPTIONS FROM PET SENSE (2020)

JANUARY - 0

FEBRUARY - 19

MARCH - 4

APRIL - 0

MAY - 0

JUNE - 2

JULY - 4

AUGUST - 6

SEPTEMBER - 7

OCTOBER - 8

NOVEMBER - 3

DECEMBER - 4

TOTAL: 57 ADOPTIONS(2020)

## ADOPTIONS FROM PET SENSE (2021)

JANUARY- 10

February-4

MARCH-4

APRIL-7

MAY -5

JUNE-16

JULY-7

AUGUST-13

SEPTEMBER-0

OCTOBER-0

NOVEMBER-0

DECEMBER-0

TOTAL: 000 ADOPTIONS(2021)



**PITTSBURG COUNTY ANIMAL SHELTER**

**CUSTOMER COUNT FOR  
THE MONTHS OF (2020)**

**JANUARY- 484**

**FEBRUARY – 543**

**MARCH – 436**

**APRIL – 000**

**MAY – 000**

**JUNE—000**

**JULY— 000**

**AUGUST- 000**

**SEPTEMBER- 000**

**OCTOBER- 000**

**NOVEMBER- 000**

**DECEMBER- 000 (1,463)2020**

**CUSTOMER COUNT FOR  
THE MONTHS OF (2021)**

**JANUARY- 000**

**FEBRUARY-000**

**MARCH-000**

**APRIL- 301**

**MAY-339**

**JUNE-504**

**JULY-470**

**AUGUST-588**

**SEPTEMBER-0**

**OCTOBER-0**

**NOVEMBER-0**

**DECEMBER- 0 (0,000)2021**



# Pittsburg County Animal Shelter

## Shelter Activity Report For Last 12 Months

Report Created: 10/1/2021

Page 1 of 2

Month	Species	Surrenders	Adoptions	Reclaims	Disposals	Adoption Percentage
October, 2020	Canine	124	112	16	25	90%
	Feline	106	48	0	78	45%
November, 2020	Canine	85	49	9	8	58%
	Feline	92	30	1	65	33%
December, 2020	Canine	106	74	15	21	70%
	Feline	80	32	1	57	40%
January, 2021	Canine	133	88	9	11	66%
	Feline	55	55	1	31	100%
February, 2021	Canine	97	58	18	10	60%
	Feline	47	17	1	13	36%
March, 2021	Canine	138	111	16	22	80%
	Feline	65	46	1	26	71%
April, 2021	Canine	119	81	7	32	68%
	Feline	89	39	0	43	44%
May, 2021	Canine	114	78	11	36	68%
	Feline	163	54	0	70	33%
June, 2021	Canine	103	74	6	18	72%
	Feline	265	48	1	165	18%
July, 2021	Canine	128	83	13	27	65%
	Feline	197	41	1	160	21%
August, 2021	Canine	159	84	15	45	53%
	Feline	183	45	2	142	25%
September, 2021	Canine	144	77	10	59	53%
	Feline	144	44	3	83	31%
October, 2021	Canine	4	2	0	0	50%
	Feline	0	0	0	1	100%



**PITTSBURG COUNTY ANIMAL SHELTER**

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THE MONTHS OF (2020)**

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**FEBRUARY – 543**

**MARCH – 436**

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**JUNE—000**

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**OCTOBER- 000**

**NOVEMBER- 000**

**DECEMBER- 000 (1,463)2020**

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THE MONTHS OF (2021)**

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**APRIL- 301**

**MAY-339**

**JUNE-504**

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**AUGUST-588**

**SEPTEMBER-571**

**OCTOBER-0**

**NOVEMBER-0**

**DECEMBER- 0 (0,000)2021**



# PITTSBURG COUNTY ANIMAL SHELTER

## ADOPTIONS FROM PET SENSE (2020)

JANUARY - 0

FEBRUARY - 19

MARCH - 4

APRIL - 0

MAY - 0

JUNE - 2

JULY - 4

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SEPTEMBER - 7

OCTOBER - 8

NOVEMBER - 3

DECEMBER - 4

TOTAL: 57 ADOPTIONS(2020)

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TOTAL: 000 ADOPTIONS(2021)



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***OUT OF COUNTY SURRENDERS***

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SEPTEMBER-33

OCTOBER-

NOVEMBER-

DECEMBER-

**TOTAL: 000 SURRENDER(2021)**



# PITTSBURG COUNTY ANIMAL SHELTER

## PRIVATE CREMATION FOR THE MONTHS OF 2020

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*AUGUST-20*

*SEPTEMBER-14*

*OCTOBER-*

*NOVEMBER-*

*DECEMBER-*

*TOTAL: 000 (2021)*





Ram, Inc. submits the following fuel bids for the week: October 4th, 2021.

U/I	COMP	DMFD	U/P
2.6300	2.7150	2.7150	2.7150

**FILED**

OCT 04 2021  
 TIME 3:08 PM  
 HOPE TRAMMELL COUNTY CLERK  
 PITTSBURG COUNTY  
 BY VD DEPUTY

**18 cents per gallon will be added if truck goes to new location.**

Thank You,

Twilah Monroe

# Pittsburg County

## Proclamation

*WHEREAS, the goal of 4-H is to provide opportunities for youth in Oklahoma in the development of life skills including leadership, citizenship and personal development; and*

*WHEREAS, the Pittsburg County 4-H Program last year assisted over 21,000 young people between the ages of five and nineteen years in their four-fold development of Head, Heart, Hands and Health in more than 50 organized clubs and additional special interest groups throughout the County; and*

*WHEREAS, 4-H programs involve "learning by doing" experiences in over 60 subject-matter areas covering the broad and diverse interests of young people in both urban and rural settings; and*

*WHEREAS, 4-H members receive inspiration and guidance from interested parents, professional Extension workers, and over 80 volunteer and adult and teen leaders.*

***NOW, THEREFORE, BE IT RESOLVED,** that the County Commissioners, subscribing to the aims and objectives of 4-H and recognizing the importance of this Youth Development Program of the Oklahoma Cooperative Extension Service, do hereby proclaim the month of October 2021 as*

### **4-H Month in Pittsburg County**

*in the state of Oklahoma*



District 1 Commissioner: \_\_\_\_\_

*Charlie Rogers*

District 2 Commissioner: \_\_\_\_\_

*Kevin Smith*

District 3 Commissioner: \_\_\_\_\_

*Ross Selman*

## Animal shelter repairs

For: Pittsburg county

Mcalester oklahoma

Bailey Little Construction

Superiorconstruct247@yahoo.com

Bailey Little

(918) 470-0276

1. Remove and replace 2 metal door frames \$632 per frame - \$1264
2. Remove 5 wooden doors and replace with metal doors \$800 per door - \$4000
3. Tile half walls in dog wash room \$800
4. Remove and replace rotten base trim in dog room \$2600
5. Fix faucet in kitchen \$200
6. fix crack in sheetrock and replace 1 ceiling tile \$950
7. remove and replace boards around oven \$3500
8. repair gate around oven \$800
9. repair fence and gate at back end of lot \$1200

Total price \$15,314



To whom it may concern:

10/04/2021

The Pittsburg County Animal Shelter had put out a bid for repairs to following contractors, CHRIS LEWIS, 918-424-1076 , LANDON TRAMMELL, 918-916-4930 , KEN PETERSON, 918-420-5383, and BAILEY LITTLE, 918-470-0276, and BAILEY LITTLE was the only contractor to place a bid.

THANK YOU

DIRECTOR

MICHELE VAN-PELT



*Board of County Commissioners, Pittsburg County*

*Charlie Rogers  
District #1*

*Kevin Smith  
District #2*

*Ross Selman  
District #3*

October 4, 2021

Hope Trammell  
Pittsburg County Clerk  
115 E. Carl Albert Pkwy. Room 100  
McAlester, OK 74501

RE: Award Bid No. 3 - Relocation of Waterline for the Swinging Bridge Project

Dear Mrs. Trammell,

Please accept this letter notice to award the Bid No. 3, Relocation of Waterline for the Swinging Bridge Project to Sunrise Construction, LLC.

Attached is a letter for Vaughan Engineering stating that everything in the Sunrise Construction, LLC, bid seems to be in order.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Kevin Smith  
District 2 Commissioner

# VAUGHN ENGINEERING, LLC

4100 Silver Creek Road, Fort Worth, Texas 76108

---

September 30, 2021

Kevin Smith, County Commissioner  
Pittsburg County Commission  
115 East Carl Albert Parkway #1A  
P.O. Box 3304  
McAlester, Oklahoma 74501

RE: Bid Received  
Water Main Relocation - Sardis Lake Water Authority # 21192  
Swinging Bridge Road - Pittsburg County

Dear Mr. Smith:

Attached is a certified copy of the tabulation of bids opened on September 20, 2021, for the above referenced project.

There was one (1) bid submitted for the construction of the project. The bidder for the contract was Sunrise Construction, LLC from Eufaula, Oklahoma with a bid of \$150,000.00. Everything in the bid submission appears to be in order.

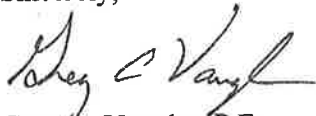
The bid is higher than anticipated but not unexpected with all of the interruptions in materials acquisition, manufacturing and shipping. It would have been better to have had more bidders for the project to get a true indication of the effects of COVID-19. We really do not think that rebidding the project would change the outcome much, considering inflation and the availability of materials.

**Therefore, it is our recommendation that the contract be awarded to Sunrise Construction LLC.**

If the Commission concurs with our recommendations, then the Notice of Award needs to be sent to **Sunrise Construction, LLC.**

Please contact our office at (817) 975-1367 if you have any questions or need any additional information.

Sincerely,



Greg A. Vaughn, P.E.  
Project Manager

Attachment

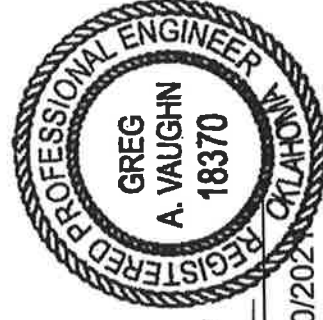
CC: Jeanene Scarberry, Manager  
Sardis Lake Water Authority

**BID TABULATIONS**  
September 20, 2021 @ 10:00 A.M.

**SWINGING BRIDGE WATER MAIN RELOCATION**  
PITTSBURG COUNTY / SARDIS LAKE WATER AUTHORITY  
PITTSBURG COUNTY, OKLAHOMA

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	SUNRISE CONSTRUCTION, LLC	
			UNIT PRICE	AMOUNT
1	All Bonding, Mobilization and SWPPP	1 L.S.	\$ 20,000.00	\$ 20,000.00
2	3" DR 11, Polyethylene Pipe, Water Main w/ Tracer Wire Installed by Open-cut	1000 L.F.	\$ 24.00	\$ 24,000.00
3	3" DR 11, Polyethylene Pipe, Water Main w/ Tracer Wire installed by directional bore	700 L.F.	\$ 85.00	\$ 59,500.00
4	2" PVC, Class 250 Water Main w/ Tracer Wire	10 L.F.	\$ 50.00	\$ 500.00
5	2" Gate Valve with Valve Box and marker	1 EA.	\$ 1,500.00	\$ 1,500.00
6	2" Blow-off Valve Assembly	1 EA.	\$ 3,400.00	\$ 3,400.00
7	Ductile Iron Fittings with all accessories	200 LB.	\$ 17.00	\$ 3,400.00
8	6"x3" Tapping Sleeve, 3" Gate Valve and Valve Box	1 EA.	\$ 3,800.00	\$ 3,800.00
9	3" Encased Paved County Road Crossing	50 L.F.	\$ 200.00	\$ 10,000.00
10	Connection to Existing Mains	1 EA.	\$ 2,000.00	\$ 2,000.00
11	Cut and Cap Existing Mains	10 EA.	\$ 500.00	\$ 5,000.00
12	Bedding Material	100 L.F.	\$ 9.00	\$ 900.00
13	Rock Excavation	5 C.Y.	\$ 800.00	\$ 4,000.00
14	500' 2" DR-11 Polyethylene Pipe for Temporary Water Main	1 L.S.	\$ 12,000.00	\$ 12,000.00
<b>TOTAL AMOUNT BID</b>				<b>\$ 150,000.00</b>

**VAUGHN ENGINEERING**  
4100 Silver Creek Road  
Fort Worth, Texas 76108



*Greg A. Vaughn*  
09/30/2024



# BLACK CREEK INTEGRATED SYSTEMS CORP.

2900 CRESTWOOD BOULEVARD  
P.O. BOX 101747  
IRONDALE, AL 35210



Integrity. Innovation. Quality.

## PROPOSAL

Voice: (205) 949-9900  
Fax: (205) 949-9910

September 28, 2021

Attn: Jason Clink, Maintenance Supervisor  
Melinda Penrod, Jail Administrator  
Pittsburg County Sheriff's Office  
1210 N. West Street  
McAlester, OK 74501

Via email:  
[mpenrod@pittsburgsheriff.com](mailto:mpenrod@pittsburgsheriff.com)

Re: Pittsburg County Jail – Security Control System Retrofit  
BCIS Proposal No. P18099.03

Black Creek Integrated Systems Corp. is pleased to provide the following proposal to **furnish & install**, complete and in accordance with the terms, conditions, and any exceptions stated herein, goods and/or services to retrofit the existing security control system at the Pittsburg Co. Jail with a new, state-of-the-art Black Creek **Super Display®** Touchscreen Control System. Proposal is based on drawings and other information provided by the Owner and information gathered during the site assessment performed on October 13, 2020. This proposal supersedes all previous proposals/quotes issued by Black Creek for this project.

### General Description of the Work

Existing Montgomery Technology control stations will be removed and replaced with new Black Creek **Super Display®** Touchscreen Control Stations at existing control locations. The existing locking headend equipment including programmable logic controllers (PLCs) will be removed and replaced with new GE Automation PLCs, and new locking relays and terminal blocks will be provided. Operational intercom headend equipment will be replaced with new TOA IP-based intercom headend equipment. A new IP intercom master station will be provided at each new Touchscreen Control Station. Existing paging speakers will be reused; paging amplifiers will be removed and replaced. The existing fixed analog cameras and existing Bosch encoders will be reused to convert the analog camera signals to digital for recording and display purposes, while the existing video management system will be replaced with a new Bosch Video Recording & Management System (VRMS). A new digital video storage array for 24/7 recording of camera video utilizing a new Bosch VRMS and a new CCTV equipment rack will be provided. A new Digital Video Workstation will also be provided at the existing location. Existing utility control relay panels will be reused and integrated into the new system for control of lights, inmate phones, and inmate water valves. Existing field devices (e.g., door locks, intercoms, paging speakers, etc.) that are already integrated into the security control system will be reused; no new devices will be integrated into the control system unless specifically noted.

### 1.0 Locking System

- 1.01 Remove existing desktop touchscreen control workstations at existing locations; turn over to Customer for disposition. Reuse existing millwork and desks at existing control locations.
- 1.02 For **Main Control** location (Area C), furnish & install (2) new Single **32"** LCD **Super Display®** Touchscreen control stations at existing locations, each equipped with (1) 32" LCD monitor, CPU, keyboard, mouse, Windows® 10 OS, and standalone UPS. The 32" LCD monitor at each control station will have a split screen, with the left side of the monitor dedicated to security control of field devices and the right side of the monitor dedicated to CCTV camera call-up.
- 1.03 For **Booking Control** (Area B), furnish & install (1) new Single **32"** LCD **Super Display®** Touchscreen control stations at existing locations, each equipped with (1) 32" LCD monitor, CPU, keyboard, mouse, Windows® 10 OS, and standalone UPS. The 32" LCD monitor at each control station will have a split screen, with the left side of the monitor dedicated to security control of field devices and the right side of the monitor dedicated to CCTV camera call-up.
- 1.04 For **Female Dorm Control** (Area A, Room 124), furnish & install (1) new Single **32"** LCD **Super Display®** Touchscreen control stations at existing locations, each equipped with (1) 32" LCD monitor, CPU, keyboard, mouse, Windows® 10 OS, and standalone UPS. The 32" LCD monitor at each control station will have a split screen, with the left side of the monitor dedicated to security control of field devices and the right side of the monitor dedicated to CCTV camera call-up.

- 1.05 Furnish & install (1) new rack-mounted server computer equipped with Windows® 10 OS at main equipment room.
- 1.06 Furnish & install (1) new rack-mounted utility/data logger computer equipped with Windows® 10 OS at main equipment room.
- 1.07 Remove all existing MTS proprietary PLC equipment (including PLC backplane, PLC processors, input/output (I/O) modules, racks, and power supplies). PLC components removed will be turned over to the Customer for disposal.
- 1.08 Furnish & install new GE RX3i series PLC headend (to include backplane, CPU, power supply, I/O modules, and power supplies) mounted on new subpanels in new enclosures at existing main equipment room; new PLC will be sized as appropriate to provide control for and/or annunciation of the existing locking system, intercommunications system, and other miscellaneous security systems consistent with existing control.
- 1.09 Furnish and install new 24VDC power supply at PLC headend location.
- 1.10 Furnish & install new locking control relays and terminal blocks to provide locking control and/or annunciation of the following:
  - 1.10.01 (108) existing controlled and monitored swing doors
  - 1.10.02 (4) existing controlled and monitored roll-up doors/gates
  - 1.10.03 (2) existing controlled and monitored exterior sliding gates
  - 1.10.04 (24) existing monitored-only swing doors
- 1.11 Furnish & install (1) new VPN appliance for remote diagnostics and troubleshooting via the Internet.
- 1.12 Furnish & install (1) new Report Generation workstation consisting of 23" LCD monitor, CPU, keyboard, mouse, Windows® 10 OS, and networked laser printer; location to be coordinated with Customer.
- 1.13 Furnish & install new rack-mount KVM switch and cables.
- 1.14 Furnish & install new Gigabit Ethernet switches, patch panels, jacks, patch cables, and fiber optic transmission equipment as required for a complete Locking Control Network.
- 1.15 Furnish & install a network time synchronization appliance and rooftop GPS antenna to synchronize time across all networks.
- 1.16 Reuse existing equipment cabinets where possible; furnish & install new equipment cabinets as required.
- 1.17 Reuse existing UPS units at existing security equipment room(s).
- 1.18 Provide all server and touchscreen programming necessary to integrate all subsystems listed herein into the new Black Creek Touchscreen Control System.

## **2.0 Intercom System**

- 2.01 Remove existing intercom headend equipment and intercom masters; reuse existing intercoms.
- 2.02 Furnish & install new TOA IP-based intercom exchanges sized as required to provide control and annunciation of (168) existing intercom stations.
- 2.03 Furnish & install (4) new TOA IP Intercom Master stations, one (1) at each touchscreen control station.
- 2.04 Remove existing paging amplifiers; reuse existing paging speakers.
- 2.05 Furnish & install new paging amplifiers sized as required for (21) existing paging speakers/horns and (12) existing paging zones.
- 2.06 Terminate existing field wiring on new intercom and paging headend equipment as required.
- 2.07 Furnish & install new Gigabit Ethernet switches, patch panels, jacks, and patch cables as required for a complete Intercom and Paging System Network.
- 2.08 Reuse existing equipment cabinets where possible; furnish & install new equipment cabinets as required.

## **3.0 Closed Circuit Television (CCTV) System**

- 3.01 Reuse Customer's existing analog cameras and CCTV headend, including Bosch encoders.
- 3.02 Remove existing CCTV monitors in Main Control, Female Dorm Control, and Booking Control.
- 3.03 Remove & replace the existing video management system with a new Bosch system, consisting of the latest Bosch Video Recording & Management System (VRMS) software, a rack-mounted administrative computer, and iSCSI storage arrays capable of 24/7 recording of video from (53) existing analog cameras at 15fps, 4CIF resolution. Standard video storage provided is approximately (30) days dependent upon configuration and level of activity recorded. The new Bosch CCTV VRMS will be capable of interfacing with the Black Creek **Super Display**® touchscreen locking control system.
- 3.04 Furnish & install (2) new Digital Video Workstations at existing locations; each will consist of (1) 23" LCD monitor, CPU, keyboard, mouse, Windows® 10 OS, and Bosch VRMS software. Workstations will reside on the Black Creek CCTV network.
- 3.05 Furnish & install (1) High Availability Router set to provide a firewall between the Black Creek Touchscreen network and the existing Bosch CCTV network.

3.06 Furnish & install new Gigabit Ethernet switches, patch panels, jacks, and patch cables as required for a complete CCTV Network.

3.07 Reuse existing equipment cabinets where possible; furnish & install new equipment cabinets as required.

#### **4.0 Miscellaneous Systems**

4.01 Reuse existing utility control panels and relays to provide on/off control consistent with the current system's functionality for existing utility control (inmate lights and phones, water, television/receptacles).

4.02 Provide control and annunciation consistent with that of the existing system for existing request-to-exit devices and panic (duress) pushbuttons.

#### **5.0 Conduit, Cabling, & Power**

5.01 Furnish, install, test, & terminate (2) new CAT6 cables each between (4) existing touchscreen locations and the respective headend equipment location for the (4) new touchscreen stations.

5.02 Furnish, install, test, & terminate (1) new CAT6 cable from each of (4) intercom master stations to the respective headend equipment location.

5.03 Furnish, install, test, & terminate (1) new CAT6 cable from new Report Generation Workstation to the main equipment room.

5.04 Furnish, install, test, & terminate (1) new RG-58 cable & ¾" conduit from GPS antenna to time server in the main equipment room.

5.05 Reuse existing coax cable to each of (51) existing analog cameras.

5.06 Furnish, install, test, & terminate (2) new CAT6 cable each from each new Video Review Workstation in at existing locations to the respective headend equipment location.

5.07 For new conduit and cabling being provided, the following approach will be taken:

5.07.01 Above the ceiling and in areas that are not accessible by inmates, plenum-rated cable not run in conduit will be provided.

5.07.02 For inmate-accessible areas, plenum-rated cable in exposed EMT conduit will be provided.

5.08 Furnish, install, & test new 20amp/120VAC UPS circuit for new enclosures in the main equipment room.

#### **6.0 Customer Responsibilities**

6.01 Installation and testing of any additional cabling and/or conduit that may be required beyond that listed in Section 5.0

6.02 Provide modifications/additions to existing millwork/casework, if required.

6.03 Provide any modification to existing or new power panels, circuits, or receptacles required.

6.04 Provide a high-speed Internet connection with real-world IP address for VPN connection at the facility for remote diagnostics and remote support via the Internet; existing may be reused.

6.05 Dispose of existing touchscreens and other hardware removed during the upgrade.

6.06 Provide facility's lifts and ladders as needed. A lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.

6.07 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.

6.08 Provide office/work space with access to a telephone and Internet for use by Black Creek technician.

6.09 Provide a secure location to store equipment and tools.

6.10 Provide timely review and approval of Black Creek Engineering and touchscreen software submittals, per the project schedule.

6.11 Repair/replacement of existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing. (Refer to 7.03.)

#### **7.0 Black Creek Responsibilities**

7.01 Provide hardware, software, and ancillary services as described in this scope of supply as required for a complete, satisfactorily operating system.

7.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections as described in this scope of supply.

7.03 Perform all onsite hardware testing to ensure proper peripheral device installation. Existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.

7.04 Load all software for initial testing and perform all software testing to ensure proper operation of security control system.

7.05 Perform all punch-list corrections as required.

- 7.06 Provide one-year warranty from date of completion on Black Creek-furnished hardware, software, and ancillary services.
- 7.07 Provide an experienced Project Manager and Installation Manager to oversee the project.
- 7.08 Provide a detailed project schedule.

**8.0 Clarifications**

- 8.01 Proposal anticipates that all existing wire and cable meets current electrical codes and standards and can be reused as needed. All new conduit/cable provided will meet current codes and standards.
- 8.02 Proposal includes reuse of existing field devices and assumes that all existing equipment is fully operational.
- 8.03 Proposal assumes existing power panels, UPS units associated with headend, circuits, and receptacles will be reused and are sufficient to support the new system components. UPS units associated with headend must be fully operational prior to installation of Black Creek equipment.
- 8.04 Proposal is based upon providing a Black Creek **Super Display®** Touchscreen system utilizing Black Creek's standard engineering practices.
- 8.05 Proposal assumes existing security equipment cabinets/enclosures will be reused.
- 8.06 Any work to any system not specifically addressed in the above proposal is specifically excluded from this scope of work.
- 8.07 Proposal assumes that all work will be performed during normal business hours (8:00 am-5:00 pm CST, Monday-Friday).
- 8.08 Proposal does not include prevailing wages. The County has no prevailing wage law.
- 8.09 Proposal does not include Sales Tax. The County is a tax-exempt entity.

**9.0 Exclusions**

- 9.01 Fire Alarm System including interface/annunciation.
- 9.02 Access Control System/Card Access System.
- 9.03 Replacement of defective or unusable wire/cables/conductors.
- 9.04 Conduit and cabling, if required, except as specifically described in this scope of work.
- 9.05 Millwork or casework.
- 9.06 Concrete, masonry, and/or carpentry work.
- 9.07 Cutting and patching.
- 9.08 Internet service or connection for VPN access (existing may be reused).
- 9.09 Sales Tax.
- 9.10 Retainage.
- 9.11 Liquidated Damages.
- 9.12 Prevailing Wages.
- 9.13 Performance and payment bonds (may be provided at 1.5% of contract amount).
- 9.14 Any equipment or service not previously described in this scope of supply.

**10.0 Warranty**

The proposal includes a one-year warranty for new equipment supplied by Black Creek under this proposal only.

- 10.01 Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, flooding, or lightning.
- 10.02 Existing field devices and equipment to be re-used or equipment/devices provided by the Customer are specifically excluded from this warranty.
- 10.03 Unless contracted with to do otherwise, Black Creek will provide telephone and Internet based support only for warranty service issues. Customer will be responsible for providing onsite assistance with troubleshooting.

**11.0 Pricing**

- 11.01 Furnish & Install Security System Retrofit \$691,386.00

**12.0 Special Terms and Conditions**

Pricing remains firm for a period of 30 days.

**13.0 Delivery**

Per contract requirements.



**14.0 Terms of Payment**

- 25% on Engineering Submittal
- 50% on Hardware Delivery
- 15% on Hardware Installation
- 10% on System Completion & Commissioning

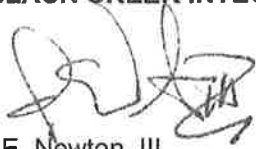
**15.0 Sourcewell National Contract Quote**

The Sourcewell (formally NJPA), purchasing cooperative facilitates a comprehensive public solicitation and procurement nexus for public sector agencies across the nation. SHI International Corp. provides vendor quotes via this procurement contract to provide competitive purchasing options to customers across the national public sector agency spectrum. Black Creek is pleased to provide the attached quote (Attachment A) from SHI via this national procurement contract, for which Oklahoma is a participant.

**16.0 License**

Black Creek holds Oklahoma State Alarm & Locksmith License #AC440868.

Very truly yours,  
**BLACK CREEK INTEGRATED SYSTEMS CORP.**



I.E. Newton, III  
President  
[inewton@blackcreekisc.com](mailto:inewton@blackcreekisc.com)

$$25\% = 183,874.11$$

$$50\% = 367,748.22$$

$$15\% = 110,324.46$$

$$10\% = 73,549.64$$



Pricing Proposal  
 Quotation #: 21059774  
 Created On: 9/28/2021  
 Valid Until: 10/28/2021

**County of Pittsburg**

**Melinda Penrod**  
 1210 N. West St.  
 McAlester, OK 74501  
 United States  
 Phone: 918-423-6865  
 Fax:  
 Email: mpenrod@pittsburgsheriff.com

**Inside Account Executive**

**Ronald Santana**  
 SHI International Corp P.O. Box 952121  
 Dallas, TX 75395-2121  
 Phone: (732) 507-1357  
 Fax: (732) 507-1555  
 Email: Ronald\_Santana@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SECURITY SYSTEM UPGRADE - Scope of Work P18099.02 Black Creek Integrated Systems - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$735,496.43	\$735,496.43
		Subtotal	\$735,496.43
		Shipping	\$0.00
		*Tax	\$0.00
		Total	\$735,496.43

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



**THE OFFICE OF ATTORNEY GENERAL**  
**2022 SAFE OKLAHOMA GRANT PROGRAM CONTRACT**

This agreement is made between the Office of Attorney General (OAG) and the **Pittsburg County Sheriff's Office** (Recipient). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. **AMOUNT AND PURPOSE OF FUNDS**

- a. OAG is providing **\$30,000.00** to Recipient for overtime funds to target violent crime.

2. **AVAILABILITY OF FUNDS**

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. **TERM OF CONTRACT**

- a. **The term of the contract begins the date that funds are received by the Recipient.**
- b. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.

- c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing

under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- c. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

## 8. EMPLOYEE BENEFITS

- a. **Recipient acknowledges that the grant funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to in addition to payment for overtime hours worked.**
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

## 9. CERTIFICATIONS BY RECIPIENT

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

## 10. NO-CONFLICT COVENANT

- a. Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

## 11. NON-COLLUSION

- a. OAG and Recipient certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.

- b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

## 12. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

## 13. PROCUREMENT

- a. Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

## 14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a Quarterly Report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:
  - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
  - ii. An explanation of what was funded under item i. above;
  - iii. The remaining balance of the funds provided under this contract;
  - iv. An explanation of measurement and evaluation tools used to track progress and results;
  - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
  - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.

- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipients premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

#### 15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

#### 16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

#### 17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
  - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.

- ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
  - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. SEVERABILITY

- a. If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.


19. POINT OF CONTACT

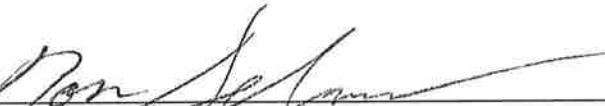
- a. Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Crystal Ryan  
 Title: Administrative Assistant  
 Phone Number: 405-522-0169  
 Email: Crystal.Ryan@oag.ok.gov

Secondary Contact Name: Dane Towery  
 Title: Assistant Attorney General  
 Phone Number: 405-522-8965  
 Email: Dane.Towery@oag.ok.gov

Agreed to the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

X   
 \_\_\_\_\_  
 Sheriff Chris Morris, Pittsburg County Sheriff's Office

X   
 \_\_\_\_\_  
 Chairman, Pittsburg County Commissioners

X \_\_\_\_\_  
 Tim Downing  
 First Assistant Attorney General, Oklahoma Office of Attorney General



## APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds, and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

- 
- **\$30,000.00** for overtime funds to target violent crime

RESOLUTION  
22-071  
To Advertise

The Board of County Commissioners, Pittsburg County, met in regular session on Monday, October 4, 2021.

WHEREAS, the Board of County Commissioners wish to re-advertise for the following:

Roof Repairs to the Pittsburg County Expo Center

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at [pittsburg.okcounties.org](http://pittsburg.okcounties.org).

A mandatory pre-bid meeting will be held on October 14, 2021 at 2:00 p.m. at the Pittsburg County Expo Center, 4500 W US-270 in McAlester, Oklahoma.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by 19 O.S. § 421.1(C).

Sealed bids will be received and filed with the Pittsburg County Clerk until Thursday, October 28, 2021 at 10:00 a.m. All bids received after 10:00 a.m. on Thursday, October 28, 2021 WILL NOT BE OPENED. Bids will be opened on Monday, November 1, 2021 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS  
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

*Ron Schum*

VICE CHAIRMAN

*[Signature]*

MEMBER

*[Signature]*

COUNTY CLERK

*John Trammell*

**INVITATION TO BID  
PROJECT FOR THE  
PITTSBURG COUNTY OF OKLAHOMA  
EXPO CENTER ROOF REPAIRS**

1. Sealed bids for Bid Package - Roofing (L&M) will be received by the Owner, Pittsburg County of Oklahoma, at the Pittsburg County Clerk's Office, 115 E. Carl Albert Parkway, Suite 103, McAlester, OK 74501, until 10:00 a.m. Central Daylight Time on October 28, 2021. Said bids for furnishing all labor and materials for the Pittsburg County Expo Center Roof Repairs will be opened and read aloud in the Pittsburg County Commissioners Conference Room, 115 E. Carl Albert Parkway, Suite 100B, McAlester, OK during the Commissioners Meeting on November 1, 2021 at 10:00 a.m. Central Daylight Time. All interested parties are invited to attend.
2. A mandatory, pre-bid/site examination meeting is required of all contractors to inspect and fully inform themselves of existing conditions and limitations, including all items and specifications described in the bid documents. Said pre-bid meeting will be held on October 14, 2021 at 2:00 p.m. Central Daylight Time at the Pittsburg County Expo Center located at 4500 West US-270 in McAlester, OK.
3. The Owner reserves the right to waive any formalities and the right to reject any or all bids. No bidder may withdraw his bid within 30 days after the date of the bid opening. Bids received after 10:00 a.m. Central Daylight Time on October 28, 2021 will not be considered and will be not be opened.
4. Hard copies of the bidding documents will be handed out during the pre-bid meeting. **NOTE:** for a complete description of the bid package scope, refer to the bid package documents.
5. Each bidder must comply with the requirements of the Oklahoma Public Competitive Bidding Act, including attaching to the bid a certified check, cashier's check, surety bond, or irrevocable letter of credit issued by a financial institution insured by the FDIC in the amount of five percent (5%) of the bid, which shall be deposited with the County; completing other required documents; and meeting insurance requirements included in the bid package documents. Successful bidder will be required to submit a 100% performance, statutory, and warranty bond.

-END-

PROJECT MANUAL

Including Conditions of Contract and Specifications

FOR:

Expo Roof Project  
Pittsburg County of Oklahoma  
4500 West US-270  
McAlester, OK 74501

DATE:

September 27, 2021

OWNER:

Pittsburg County, Oklahoma  
115 E. Carl Albert Parkway  
Room 100  
McAlester, OK 74501

OWNER'S REPRESENTATIVES:

Commissioner Ross Selman  
Commissioner Kevin Smith  
Commissioner Charlie W. Rogers

Set # \_\_\_\_\_

SECTION 00 21 13  
INSTRUCTIONS TO BIDDERS

PART 1 - Project: Pittsburg County Expo Roof

1.1 Receipt of Bids: 10/28/2021 at 10:00 AM CDT.

- A. The Owner invites bids on the form indicated in Section 00 41 00 for the above referenced project. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
- B. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in sealed envelopes addressed to the Owner and designated "Bid Proposal", bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted and the date of the opening. Failure of these guidelines will cause bid to be rejected and considered non responsive. If forwarded by mail, the sealed envelopes containing the bid must be enclosed in another envelope addressed to the Owner at the designated location for opening the bids.
- C. Method of Bidding: The Owner invites the following bid(s):
  - 1. BASE BID: Pittsburg County Expo Roof as indicated on drawings.
    - a. Total cost to complete project
    - b. Cost per square foot of decking repair
  - 2. ALTERNATE BID: Pittsburg County Expo Roof Coating
    - a. Total cost to complete project
    - b. Cost per square foot of decking repair
- D. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- E. Time of Completion: Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. The Contractor shall state on his proposal the number of calendar days he will require to complete the project in its entirety. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract within 30 days prior to the completion date set by the Contractor, unless there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions in time within the above time limit shall void any possible extension of the Contract time of completion. The Owner will be the judge as to whether a time extension is to be granted and so notify the Contractor.
- F. Conditions of Work: Each bidder must inform himself fully of the condition relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
- G. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

pre bid documents will be made to any bidder orally. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be sent to all prospective bidders not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

- H. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities that have jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- I. Method of Evaluation: The monetary basis used for evaluating the bids will be the lowest total, including the bid item chosen by the Owner, or bid items that the Owner might elect to choose. Time of completion of this project may be considered in the award of this contract.
- J. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect of this bid.
- K. Failure of Timely Order: The contractor is responsible for assuring the timely order of all materials specified. If a specified material or color of material cannot be delivered by the contract completion date, due to failure to order the material in a timely manner, the contractor will be responsible for supplying an equal or better material. The owner will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal to 5% of the value of the specified material. This amount will be credited to the owner through a change order to the contract. The word "material", as used in this section, includes all items specified in the specifications or shown on the drawings.
- L. Sub-bid Time Limit: So that Contractors may have adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and material bids must have been submitted to Contractors four (4) hours prior to the time set for bid opening.
- M. Pre-Bid Conference: A mandatory pre-bid conference will be held on 10/14/2021 at 2 pm CDT at the project site.
- N. Access to building:
  - 1. During bidding the building may be open by appointment only.
  - 2. During construction special care should be taken as the building may be in operation during construction.
- O. Hazardous Materials: Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc.
- P. Pre-Construction Conference: A pre-construction conference will be held two weeks prior to beginning any work on this project. After full execution of the contract and insurance certificate, the Contractor shall contact the Owner and set up a date, time and place to meet on site with the Contractor, his major subcontractors, Owner and Manufacturer. The purpose of this meeting will be to discuss schedules, procedures, special considerations, and any other pertinent items related to this project.

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

- Q. Buildings in Use: All areas to be reroofed will be in use during construction. Particular care for the safety of the occupants of the building shall be taken while working on site and in the vicinity of the building. Coordinate the work process with the Owner to avoid conflicts and potential hazards.

END OF SECTION

BID PROPOSAL FORM

PROJECT: Pittsburg County Expo Center Roof

DATE & TIME 10/28/2021 at 10:00 am CDT

TO: Ross Selman  
Kevin Smith  
Charlie W. Rogers  
Pittsburg County Commissioners

ADDRESS: Pittsburg County of Oklahoma  
Commissioners Office Room 100  
115 E. Carl Albert Parkway  
McAlester, OK 74501

BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to and in compliance with the proposed Contract Documents dated 09/27/2021, relating to the above referenced project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and Addenda thereto, for the following sum of money:

- A. BASE BID: Pittsburg County Expo Retrofit Roof  
All labor, materials, services, and equipment necessary for completion of the work shown on the drawings and in the Specifications.

\_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_)  
(Amount in Words Governs)

- 1. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price only if additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:
  - a. Cost per sq ft metal panel repair \$ \_\_\_\_\_
- 2. The undersigned agrees to the following:
  - a. To furnish all labor and materials as shown and specified.
  - b. To complete: BASE BID in \_\_\_\_\_ calendar days.
  - c. To work \_\_\_\_\_ working days per week.
  - d. To start work \_\_\_\_\_ days after notice of award of contract.

- B. ALTERNATE BID: Pittsburg County Expo Roof Coating  
All labor, materials, services, and equipment necessary for completion of the work shown in the Specifications.

\_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_)  
(Amount in Words Governs)



1. UNIT PRICES: The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract price only if additional quantities are authorized in advance by the Owner. The following amount will be added to the Contract:

a. Cost per sq ft metal panel repair \$ \_\_\_\_\_

2. The undersigned agrees to the following:

- a. To furnish all labor and materials as shown and specified.
- b. To complete: ALTERNATE BID in \_\_\_\_\_ calendar days.
- c. To work \_\_\_\_\_ working days per week.
- d. To start work \_\_\_\_\_ days after notice of award of contract.

C. Receipt is acknowledged of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

D. The Bidder attest and affirms that he is skilled and experienced in the use and interpretation of plans, specifications, addenda and related Bid Documents and, that he has carefully reviewed the plans, specifications, addenda and related Bid Documents for this project and has found them to be free of conflicts and/or ambiguities and sufficient for bidding and construction purposes. Further, he has carefully examined the site of the work, and, through his own personal observations, has satisfied himself as to the nature, location and requirements of the work; the character, quality and quantity of materials required; the difficulties likely to be encountered; the other items and/or conditions which may affect the satisfactory performance of the work. He has based his bid solely on these documents, and personal observations, and has not relied in any way on any explanation or interpretation, oral or written, from any source other than those written and issued by the Owner.

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Bid Guarantee: Accompanying this proposal is a Certified or Cashier's Check or Bidder's Surety Bond made payable to the Owner for not less than 5% of the amount submitted herein. It is understood that the check or bond will be returned to the bidder, except that in the event of the Owner's acceptance of this Proposal, and the Bidder fails to execute a Contract and file Performance and Materials and Payment Bonds within ten days of the date of the Owner's acceptance; then, in that event, the Bidder's Check or Bond will become the property of the Owner because of the failure of the Bidder to comply with the specified requirement. Bid Bond is accompanied by Bonding Agent's Power-of-Attorney.

It is understood that, if accepted by the Owner, this proposal becomes part of the Contract Documents upon signing the Contract.

The undersigned agrees that this proposal shall not be withdrawn for a period of sixty days from the date of bid opening.

License Certification: The Bidder certifies that he meets all licensing requirements of this state and carries a Commercial Roofing Endorsement issued by and is in good standing with the State of Oklahoma Construction Industries Board and his Contractor License number is:

\_\_\_\_\_.

Respectfully Submitted,

By: \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Company)



NON-KICKBACK AFFIDAVIT

Pittsburg County of Oklahoma  
115 E. Carl Albert Parkway  
McAlester, OK 74501

A. Except as provided in subsection B of this section, on every contract entered into by any county, municipality, school district, technology center school district or political subdivision of the state for an architect, contractor, engineer or supplier of construction materials of Twenty-Five Thousand Dollars (\$25,000.00) or more, shall be the following signed statement:

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF                )

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, service or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant.

Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

\_\_\_\_\_  
(Contractor, architect, supplier or engineer)

Attested to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

B. Any county, municipality or school district executing a contract with any architect, contractor, supplier or engineer for construction work, services or materials which are needed on a continual basis from such architect, contractor, supplier or engineer under the terms of such contract, or executing more than one contract during the fiscal year with such architect, contractor, supplier or engineer, may require that the architect, contractor, supplier or engineer complete a signed affidavit as provided for in subsection A of this section which shall apply to all work, services or materials completed or supplied under the terms of the contract or contracts.

62 O.S. § 310.9.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with any other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director or any other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Notary Public Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

8/2017

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DEFINITIONS

1. The contract documents consist of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions thereto.
2. The Owner, the Contractor, and the representatives shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof replacement contract for the various work is awarded. The term Owner shall be understood to be Pittsburg County of Oklahoma.
3. Index to the items of the GENERAL CONDITIONS:
  - 1.02 Owner Representatives Status
  - 1.03 Permits and Licenses
  - 1.04 Condition of the Site
  - 1.05 Verification of Dimensions and Elevations
  - 1.06 Superintendent
  - 1.07 Continuation of Owner's Operations
  - 1.08 Protection of Work and Property
  - 1.09 Material Storage and Cleanup
  - 1.10 Inspection of Work
  - 1.11 Inspection of Work in Progress and Upon Completion
  - 1.12 Separate Contracts
  - 1.13 Miscellaneous Utilities
  - 1.14 Changes or Extra Work
  - 1.15 Correction of Work Prior to Final Payment
  - 1.16 Correction of Work After Final Payment
  - 1.17 Deduction of Uncorrected Work
  - 1.18 Liens
  - 1.19 Job Conditions
  - 1.20 Workmanship
  - 1.21 Insulation
  - 1.22 Hot Materials
  - 1.23 Cold Materials
  - 1.24 Substitution of Specified Materials
  - 1.25 Roof Deck
  - 1.26 Insurance
  - 1.27 Safety and Ecology
  - 1.28 Anti-Discrimination in Employment
  - 1.29 Responsibility for Measurements and Quantities
  - 1.30 Pre-Job Meeting
  - 1.31 Discrepancies and Addenda
  - 1.32 Competency of the Bidder
  - 1.33 Disqualification of Bidders
  - 1.34 Payment

1.02 OWNER REPRESENTATIVE STATUS

- A. The Owner representative shall have general supervision and direction of the work and are the agents of the Owner in all matters pertaining to the work as provided in the Contract Documents. They have authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.03 PERMITS AND LICENSES

DIVISION 00 72 00

GENERAL CONDITIONS

- A. All permits and licenses of a temporary nature necessary to the lawful prosecution of the work shall be secured and paid for by the Contractor.

1.04 CONDITION OF THE SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids the Owner will assume that the bidders are aware of all items pertinent to their work and have made allowance for same in their bids.

1.05 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner and the Owner will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels, or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work, as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.06 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner unless the superintendent ceases to be in the employment of the Contractor.
- B. The superintendent shall represent the Contractor in his absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his attention by the Owner.

1.07 CONTINUATION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc. As maybe necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations. A completion date will be established at the preconstruction meeting.

1.08 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his workmen from any dangers inherent with or created by the work in progress. He shall hold the Owner harmless from any loss arising due to injury or accident to the public or his workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type material to protect roof surfaces at all times.
- B. Before starting any work protect all grounds, copings, paving and the exterior of all building surfaces where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area a protective