

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

January 13, 2020

6:00 P.M.

**City Council Chambers
111 North Elm**

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Presentation of Proclamation to the Sallisaw Improvement Corporation**
- 4. Presentation of Oklahoma Municipal League's 25-Year Service Award to Keith Skelton**
- 5. Removal of any Item from the Consent Agenda**
- 6. Consent Agenda**
 - (a) Consider Approval of Minutes of Regular Meeting of December 9, 2019
 - (b) Acknowledge Invoice Paid Report for December 2019
- 7. Consider any Item Removed from the Consent Agenda**
- 8. Discuss and Consider Approval of Purchase Order No. 79533, Issued to Calix, Inc., of Dallas, Texas, in the Amount of \$20,042.51, for the Purchase of Customer Premises Material/Equipment for Diamondnet Services**
- 9. Consider Approval of Change Order #2 for Third Generation Electrical for the Airport PAPI Light Project, in the Reduction Amount of (\$132.50), Bringing the Total Contract Amount to \$77,912.50**

- 10. Discuss and Consider Approval of Administrative Policy 1.010.00, Use of Social Media by the City and Rules of Conduct for Public Posting**
- 11. Discuss and Consider Approval of Resolution 2020-01; A Resolution Modifying the Master Fee Schedule**
- 12. Discuss and Consider Approval of Engineering Agreement with Garver Engineering for Design and Bidding Services Related to Airport Fuel Farm and Runway Culvert Replacement, in the Amount of \$42,950.00**
- 13. Discuss and Consider Planning Commission Case No. PC 2019-19; Request for Rezoning from Agriculture (A-1) to Highway Commercial (C-4), by Kenley R. Williams and Ferna Sue Williams Revocable Living Trust; Judith S. Myers Revocable Trust; Mary C. Blanton 1991 Revocable Trust; and Ordinance 2020-01 with Emergency Clause**
- 14. Discuss and Consider Approval of Airport Fixed Base Operator Agreement With Tom Hanning, d/b/a T3 Aerosports, LLC**
- 15. Discuss and Consider Approval of Funding Agreement with Boys and Girls Club of Sequoyah County**
- 16. Discussion and Presentation of the FY 2019 Utility Report**
- 17. Administrative Reports**
- 18. Adjourn**

Posted: JANUARY 9, 2020

Time: 2:45 P.M.

Dianna Davis

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
DECEMBER 9, 2019

The Board of City Commissioners met in a regular meeting on December 9, 2019, in the city council chambers located at 111 North Elm. Notice of the meeting was given by e-mailing to Sequoyah County Times; by posting at city hall; and, by giving notice to the City Clerk.

Members present: Ernie Martens, Mayor
Ronnie Lowe, Member, Ward 1
Philip Gay, Member, Ward 2
Julian Mendiola, Member, Ward 3
Shannon Vann, Member, Ward 4

Members absent: None

Staff present: Keith Skelton, City Manager
John R. Montgomery, City Attorney
Dianna Davis, City Clerk
Robin Haggard, Finance Director
Jessica Robertson, Customer Service Supv.
Randy Sizemore, Purchasing Agent
Jamie Phillips, Solid Waste Supervisor
Terry Franklin, Chief of Police
George Bormann, Econ. Dev. Dir./Grants Admin.
Keith Miller, Building Development Director
Gene Martin, Equipment Services Supt.
Amy Edwards, Sallisaw NOW

Others present: Pamela Gay; Robert Morris; Laura Kuykendall; Tom and Tiffany Haning; Gary Schaefer; Don Skinner; Baron Wiley; Debbie Bair; Roy Faulkenberry.

Mayor Martens called the meeting to order at 6:00 p.m. and declared a quorum was present.

REMOVAL OF ANY ITEM FROM THE CONSENT AGENDA

None

CONSENT AGENDA

- (a) Consider Approval of Minutes of Regular Meeting of November 12, 2019 and Special Meetings of November 21, 2019 and December 5, 2019
- (b) Acknowledge Invoice Paid Report for November 2019

Motion was made by Lowe, seconded by Vann, for approval. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

CONSIDER ANY ITEM REMOVED FROM THE CONSENT AGENDA

None.

ACKNOWLEDGE INVOICES PAID, IN THE AMOUNT OF \$41,495.87, RELATED TO THE AUDIT CONDUCTED BY THE OKLAHOMA STATE AUDITOR'S OFFICE

Motion was made by Lowe, seconded by Mendiola, to acknowledge invoices from the Oklahoma State Auditor's Office. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

ACCEPT FY 2019 AUDIT AS PRESENTED ON NOVEMBER 21, 2019

Mr. Skelton noted there had been questions on sales tax numbers. The difference was how the auditors accounted for the portion of our sales tax for the hospital, which is a *pass thru*. We book it and then show it as a transfer out so that it is accounted for all the way through. The auditors will make this adjustment to the audit and reissue. Motion was made by Lowe, seconded by Vann, to accept the FY 2019 Audit. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF CHANGE ORDER NO. 3, IN THE AMOUNT OF \$300.00 FOR REMODEL OF THE NEW CIVIC CENTER; MGS CONSTRUCTION

Motion was made by Vann, seconded by Lowe, for approval of Change Order No. 3, in the amount of \$300.00 for MGS Construction for the new civic center remodel. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF CHANGE ORDER NO. 4, IN THE AMOUNT OF \$2,375.00 FOR REMODEL OF THE NEW CIVIC CENTER; MGS CONSTRUCTION

Motion was made by Vann, seconded by Gay, for approval of Change Order No. 4, in the amount of \$2,375.00 for MGS Construction for the new civic center remodel. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

CONSIDER APPROVAL OF REQUEST TO PURCHASE ONE (1) REBUILT CORE ALJON ADV525 TIER 2 LANDFILL COMPACTOR FROM TRICOUNTY EQUIPMENT AND REPAIR OF PIERSON, MI, IN AN AMOUNT NOT TO EXCEED \$545,000.00

Following discussion, motion was made by Vann, seconded by Mendiola, for approval to purchase one (1) rebuilt core Aljon ADV525 Tier 2 Landfill Compactor from Tricounty Equipment and Repair of Pierson, Michigan, in an amount not to exceed \$545,000.00. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF ADDITIONAL STAFFING FOR THE SALLISAW NOW COALITION AND THE CITY OF SALLISAW

This item was discussed, noting the positions, with the exception of one, are fully funded by grants. One position is funded ½ grant, ½ city. Following discussion, motion was made by Vann, seconded by Lowe, for approval for the additional staffing. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

DISCUSSION AND POSSIBLE ACTION CONCERNING POSSIBLE FUNDING FOR THE BOYS AND GIRLS CLUB ON A CONTINUAL BASIS

Following a lengthy discussion concerning the needs of the Boys & Girls Club, council expressed their appreciation for what they do, noting they provide much needed services for our community. Commissioners noted that if an agreement was approved, it would have to be specific for Sallisaw and the contract would have to be for specific service(s).

Motion was made by Vann, seconded by Gay, to direct staff to work with the Boys & Girls Club and the City Attorney, prepare an agreement and bring back to the January meeting for consideration. Vote: Vann aye; Gay aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

**DISCUSSION AND POSSIBLE ACTION OR DIRECTION TO STAFF
CONCERNING THE AIRPORT FIXED-BASE OPERATOR**

The City Manager noted the Airport Advisory Board had reviewed the FBO matter and recommended he present Mr. Tom Haning to City Council for consideration as the FBO. Gary Schaefer, Airport Board Chairman, was present and stated their concern was maintaining services at the airport. He stated that Mr. Haning has the credentials needed. The City Manager noted that Mr. Haning has good ideas to grow the airport. He noted he could bring an agreement back to the January meeting if this is the direction council wanted to go.

Following discussion, motion was made by Mendiola, seconded by Vann, to follow the recommendation of the Airport Board, have city staff work out the details of an agreement with Mr. Haning and bring back to the January meeting for consideration. Vote: Mendiola aye; Vann aye; Gay aye; Lowe aye; Martens aye. Motion carried 5-0.

**DISCUSS AND CONSIDER APPROVAL OF STAFF'S REQUEST TO
REINVEST THE SALLISAW RESERVE CERTIFICATE OF
DEPOSIT WITH FIRSTAR BANK, THE HIGH BIDDER**

Motion was made by Mendiola, seconded by Gay, for approval to reinvest the Sallisaw Reserve certificate of deposit for 182 days at 1.51% with Firstar Bank, the high bidder. Vote: Mendiola aye; Gay aye; Vann abstain; Lowe aye; Martens aye. Motion carried 4-1.

**DISCUSS AND CONSIDER APPROVAL OF STAFF'S REQUEST TO
REINVEST THE CEMETERY FUND CERTIFICATE OF DEPOSIT
WITH FIRSTAR BANK, THE HIGH BIDDER**

Motion was made by Mendiola, seconded by Gay, for approval to reinvest the Cemetery Fund certificate of deposit for 182 days at 1.51% with Firstar Bank, the high bidder. Vote: Mendiola aye; Gay aye; Vann abstain; Lowe aye; Martens aye. Motion carried 4-1.

CITY MANAGER'S ADMINISTRATIVE REPORTS

The City Manager reminded council of the employee Christmas lunch scheduled for 11:45 on 12/16 and invited them to join everyone. Sallisaw Christmas parade is Saturday, 12/14. City offices will be closed 12/24 and 12/25. Staff is working on a cremation unit for the animal shelter. We will be installing new software at the landfill. Flow basin is full of water from rains; still processing water out. Staff is looking at the possibility of

extending Dnet services to the Belfonte area, as a request has been made by Cherokee Councilmember Daryl Legg. Also, staff has obtained licensed frequencies for Dnet, which should help with some of our recent problems. Commissioner Vann took a moment to thank city staff for the recent Chunk Your Junk day. Staff noted we were receiving a good response to Curbie also.

Motion was made by Lowe, seconded by Vann, to adjourn the meeting there being no further business. Vote: Lowe aye; Vann aye; Gay aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting adjourned at 6:54 p.m.

APPROVED the 13th day of JANUARY 2020.

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Material / Equipment Purchase

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 79533, Issued to Calix, Inc., of Dallas, Texas, in the Amount of \$20,042.51, for the Purchase of Customer Premises Material/Equipment for Diamondnet Services

INITIATOR: Telecommunications Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Telecommunications Superintendent
Purchasing Agent

BACKGROUND: Approval of this purchase order provides for the purchase of gateways and equipment for Diamondnet services.

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE: SMA - 09060452206

RECOMMENDATION: Approval of Purchase Order No. 79533, to Calix, Inc., of Dallas, Texas, in the amount of \$20,042.51, for the purchase of customer premises material/equipment for Diamondnet services.

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Airport PAPI Light Project

ITEM TITLE: Consider Approval of Change Order #2 for Third Generation Electrical for the Airport PAPI Light Project, in the Reduction Amount of (\$132.50), Bringing the Total Contract Amount to \$77,912.50

INITIATOR: City Manager, Economic Development Director.

STAFF INFORMATION SOURCE: Garver Engineering, Third Generation Electric (Contractor)

BACKGROUND: This project is now completed. Change Order #2 cleans up the final contract amount for the work completed, less liquidated damages incurred by the contractor.

EXHIBITS: 1. JSV PAPI CO2 - Executed

KEY ISSUES:

1. Change Order #2 is a reduction of (\$132.50).
2. Final contract amount is \$77,912.50. Liquidated damages of \$21,689.33 will be deducted from this amount.

FUNDING SOURCE: General Fund, FAA Funding.

RECOMMENDATION: Staff recommends approval of the change order.



4701 Northshore Drive
North Little Rock, AR 72118
TEL 501.376.3633
FAX 501.372.8042
www.GarverUSA.com

Construction Contract Change Order

Project: PAPI Construction Sallisaw, OK Garver Job No. 18031572	Change Order No. 2 Date Prepared: December 16, 2019 Prepared by: Bart Gilbreath
Owner: City of Sallisaw OK 115 E. Choctaw Sallisaw, OK	Contractor: Third Generation Electrical 8620 S. 33rd W. Ave. Tulsa, OK 74132

Description of Work Included in Contract
 Construction of new PAPI Systems

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

A. Final Quantity Reconciliation

Attachments: Quantity Book - Pay Request No. 1

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A	GP-105	Mobilization	LS	1	\$4,500.00	1	\$4,500.00	\$4,500.00	\$4,500.00
A	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	\$250.00	1	\$250.00	\$250.00	\$250.00
A	SS-300-5.2	Electrical Transclosure Modifications	LS	1	\$10,000.00	1	\$10,000.00	\$10,000.00	\$10,000.00
A	SS-301-5.1	Existing L-881 Precision Approach Path Indicator System, Removed	EA	2	\$3,500.00	2	\$3,500.00	\$7,000.00	\$7,000.00
A	SS-310-5.1	Owner Furnished L-881(L) LED Precision Approach Path Indicator System, Installed	EA	2	\$6,500.00	2	\$6,500.00	\$13,000.00	\$13,000.00
A	SS-310-5.2	Precision Approach Path Indicator Obstacle Clearance Surface and Light Signal Clearance Surface Check	LS	1	\$3,500.00	1	\$3,500.00	\$3,500.00	\$3,500.00
A	SS-310-5.3	Precision Approach Path Indicator Flight Check Mobilization	LS	1	\$500.00	1	\$500.00	\$500.00	\$500.00
A	T-904-5.1	Sodding	SY	1,100	\$3.75	1,100	\$3.75	\$4,125.00	\$4,125.00
A	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	8,100	\$1.40	6,200	\$1.40	\$11,340.00	\$8,680.00
A	L-108-5.2	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	LF	1,780	\$2.00	2,335	\$2.00	\$3,560.00	\$4,670.00
A	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2" C	LF	1,500	\$3.50	2,335	\$3.50	\$5,250.00	\$8,172.50
A	SP-C-01	Owner's Protective Insurance	LS	1	\$1,300.00	1	\$1,300.00	\$1,300.00	\$1,300.00
A	CO1-1	1-Way 2" C Directional Bore	LF	280	\$35.00	237	\$35.00	\$9,800.00	\$8,295.00
A	CO1-2	L-867D Concrete Encased Junction Structure, Installed	EA	4	\$980.00	4	\$980.00	\$3,920.00	\$3,920.00
								\$0.00	\$0.00

Summation of Cost **\$78,045.00**

Net Cost for this Change Order **(\$132.50)**

Estimated Project Cost		Time Change	
	Estimated Project Cost	Contract Start Date	January 28, 2019
Original Contract Amount	\$64,025.00	Original Contract Time (calendar days)	21
Previously Approved Changes	\$14,020.00	Previously Approved Changes (calendar days)	42
This Change Order	(\$132.50)	Additional Contract Time This Change Order (calendar days)	0
New Contract Amount	\$77,912.50	Suspended Time (calendar days)	43
		New Construction Completion Date	May 14, 2019

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver _____ Engineer's Signature	_____ Senior Project Manager Title	12/16/2019 Date
ACCEPTED BY CONTRACTOR _____ Contractor's Signature	_____ Title	12/19/19 Date
APPROVED BY OWNER _____ Owner's Signature	_____ Title	_____ Date

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Use of Social Media

ITEM TITLE: Discuss and Consider Approval of Administrative Policy 1.010.00, Use of Social Media by the City and Rules of Conduct for Public Posting

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This policy establishes a reasonable and flexible guideline on how the City may use social media in its communications with the public. The policy also establishes rules and guidelines for public posting.

EXHIBITS: 1. 1.010.00.Use of Social Media.Rev1

KEY ISSUES:

1. Social media use is coordinated through the office of the City Manager.
2. By using social media in its daily operations, the City is establishing a moderated online discussion forum directly related to city operations.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Administrative Policy 1.010.00.

CITY OF SALLISAW ADMINISTRATIVE POLICY		Policy Number:	1.010.00	Revision	1
		Effective Date	January 13, 2020		
Subject:	Use of Social Media by the City and Rules of Conduct for Public Posting				
Department(s):	All				

Purpose

Realizing that social media pages such as websites, Facebook, Twitter and Instagram are a valuable resource for sharing information with the community of Sallisaw, the purpose of this policy is to establish a reasonable and flexible guideline for using social media as a communication tool.

Definitions

1. **Social Media.** For this policy, social media shall refer to the City's various websites and third party sites such as Facebook, Twitter, Instagram, etc., where the site(s) are used to provide communications to the community regarding events, specific issues or areas of interest.
2. **Social Media Content.** Information posted or provided to a City social media site by an authorized employee.

Policy/Procedure

1. The use of social media for the city shall be coordinated through the office of the City Manager. The City Manager shall select employees who shall be responsible for maintaining and posting to the various sites used by the City.
2. The City's intent by using social media is to maintain a moderated online discussion directly relating to topics posted by the City, with language that is appropriate for citizens, including minors, to read.
3. All information posted by the City on external sites is subject to the Oklahoma Open Records Act, Title 51, Section 24A. On each social media and external Internet site established by the City, the City shall post a notice that informs third parties that any posting or information submitted by the third party will be a public record.
4. Use of Images. Only images generated by the City, or images in which the City has a license to use, shall be used on social media sites.
5. Public Posting. The intended purpose of the social media sites are to serve as a mechanism for communication between the city and members of the public. All public comments are reviewed after posting. Comments will not be edited by the City or its staff, however, the City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Examples of violations include, but are not limited to:
 - a. Comments off subject, not pertaining to the original subject of the post.

- b. Comments including profane or obscene language, or comments where symbols or certain letters are used in words to bypass profanity filters.
 - c. Comments with content that promotes, fosters, or perpetrates discrimination on the basis of race, creed, color, age, religion, gender, national origin, marital status, physical or mental disability, or sexual orientation.
 - d. Comments regarding sexual content, sexual references or sexual innuendos, or links to any such material and content.
 - e. Comments including solicitations, advertisements or endorsements of any financial, commercial or non-governmental agency or entity.
 - f. Content that directly promotes or advocates violence or the threat of violence.
 - g. Content or comments that compromise the safety or security of the public or public systems.
 - h. Comments that encourage illegal activity or contains material that violates any copyrights or trademarks of others.
 - i. Comments that comment on, promote or endorse political candidates.
 - j. Comments containing confidential or non-public information;
 - k. Comments containing personal attacks of any kind directed to individuals or groups.
 - l. Comments that contain personal information (whether your own or someone else's).
6. Users Whom Do Not Comply With Posting Standards: Users who do not comply with these standards of conduct may be blocked. Blocked users may appeal in writing to the City Manager. Upon receipt of the appeal, the City Manager will then have up to ten (10) working days to issue a decision. The City Manager's decision is final. The decision to restrict or remove any content deemed in violation of this policy or any applicable law is not appealable
7. Sharing of Other Social Media Posts. The City may share the social media posts of other non-profit or governmental community agencies only when those posts are community related and assists in the promotion of community organizations or events.
8. Responding to Social Media Comments or Private Messages: The City will attempt to respond to social media comments and private messages as appropriate, and if the comment or message is directed towards the City for a response.

Rules of Conduct Language and Disclaimers for Each Social Media Site

For consistency, the following language shall be posted on each City Social Media page when possible:

Social Media Administrative Policy:

City policy regarding social media and public posting may be found at <http://www.sallisawok.org/Archive.aspx>.

Monitoring of Social Media Pages:

Social Media pages are not monitored on a daily basis, and are not intended to solicit questions needing immediate answers. If you have a question regarding the City of Sallisaw, or the services it provides, please visit the customer feedback section of our website, www.sallisawok.org, or contact us via:

Email: cityofsallisaw@sallisawok.org.

Phone: (918) 775-6241.

For after hour emergencies please call (918) 775-4141 or 911.

Rules of Conduct:

Stay on Topic and Be Nice. Social Media pages are intended to be a limited public forum in which the City retains discretion to limit the subjects being discussed. While we encourage comments and thoughts on topics, whether supportive or critical, we ask that you limit your comments to the topics presented. We also ask that you be respectful and courteous in your comments, avoiding vulgar, abusive and defamatory language, and that you comply with the City of Sallisaw Comment Policy stated below. A posting on this page constitutes acceptance of these terms.

City of Sallisaw Comment Policy: User generated posts may be subject to rejection or removal when the content: Is off-topic of the original posting; contains obscenity; contains offensive terms that target protected classes; is threatening, harassing or discriminatory, incites or promotes violence or illegal activities, contains information that reasonably could compromise individual or public safety; advertises or promotes a commercial product or service, or a commercial entity or individual; promotes or endorses political campaigns or candidates, contains confidential or proprietary information that is unlawful to disclose.

Public Records: The City of Sallisaw social media sites are subject to applicable open records laws of the State of Oklahoma (Title 51, Section 24A).

Disclaimers: Comments posted by others do not reflect the opinions or policies of the City of Sallisaw or its Departments. Comments posted by City employees are not intended as official policy statements unless the employee is authorized to speak on behalf of the City. No endorsement of a commercial enterprise is intended by the inclusion of others' comments on this page, the "liking" or "friending" of a commenter, or the inclusion of a link to another's page or website. The City of Sallisaw makes no legal promises or representations regarding the accuracy or completeness of the information contained on this site. Additionally, the City does not offer any express or implied warranty as to the fitness or use of this information

Privacy Policy: If you provide us with your email address, or register for a City program by email, we do not sell or rent your email address to any outside party under any circumstances.

References: NA

Rescission Date: NA

This policy shall remain in effect until rescinded or otherwise modified and approved by the Board of City Commissioners.

Mayor, City of Sallisaw

Date: _____

City Manager, City of Sallisaw

Date: _____

Attest

City Clerk

Date: _____

Revision History

Revision 1, January 13, 2020

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Master Fee Schedule

ITEM TITLE: Discuss and Consider Approval of Resolution 2020-01; A Resolution Modifying the Master Fee Schedule

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Staff

BACKGROUND: This is an update to the Master Fee Schedule.

EXHIBITS: 1. City Resolution 2020 01
2. 1.2020..Master Fee Schedule.Update

KEY ISSUES:

1. The update modifies Section 8 of the fee schedule, establishing fees for the animal shelter related to euthanasia and cremation services.
2. This update also modifies Section 10 of the fee schedule, modifying permit fees for the airport facility. These changes were made based on feedback from users of the airport.

FUNDING SOURCE: N/A

RECOMMENDATION: Staff recommends approval of Resolution 2020-01.

RESOLUTION 2020-01

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE, ESTABLISHING
CERTAIN RATES AND FEES FOR THE CITY OF SALLISAW,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees of the Master Fee Schedule have previously been adopted by the Board of City Commissioners in prior resolutions; and

WHEREAS, certain rates and fees now need to be adjusted or added to the Master Fee Schedule; and

WHEREAS, the City Manager has reviewed these rates and fees with the Board of City Commissioners, and the Board of City Commissioners have determined it is necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Master Fee Schedule and set certain rates and fees in separate resolutions if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF SALLISAW, OKLAHOMA AS FOLLOWS:

Section 1: The amendment to the Master Fee Schedule, as provided in Exhibit "A" attached hereto and incorporated herein by reference, is hereby adopted and shall be amended in its entirety to reflect the new version as attached to this resolution.

Section 2: That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on January 14, 2020.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 13th day of January 2020.

**CITY OF SALLISAW, OKLAHOMA
BOARD OF CITY COMMISSIONERS**

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Dianna Davis, City Clerk
(SEAL)

Exhibit A



CITY OF SALLISAW

MASTER FEE SCHEDULE

EFFECTIVE JANUARY 14, 2020

As adopted on January 13, 2020 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

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Section 1. Administration and Business Related Fees

Administration and Business Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records	City Cost		
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00		Per video
Copy of Municipal Code Book (must be ordered)	\$15.00 + city costs		Must be ordered through OML
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy)	NC		No charge, can be obtained on city web site
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy)	NC		No charge, can be obtained on city web site
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits <i>*See applicable City Ordinance*</i>			<i>*See applicable City Ordinance*</i>
Coin Operated Amusement (Due on or before January 1 st each year)	\$30.00		Per unit per year
Adult Business License Fee	\$1,000.00		Per year
Itinerant Vendor License	\$600.00		Per year

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee 111 N. Elm (Individual, family, business)	\$40.00		Per event
Civic Center Reservation Fee 111 N. Elm (Non-profit or Church)	\$30.00		Per event
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (no contract) (Requires certificate of liability insurance)	\$350.00		Per event
Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key

City Municipal Swimming Pool Admittance Fee	\$3.00		Per person
City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$30.00		Per season
City Municipal Swimming Pool Season Pass. Maximum of four (4) family members. Additional fee added for each family member in excess of four (4)family members. NO REFUNDS	\$50.00 plus \$10.00 per person over four.		Per season
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:30 to 8:30. Must be scheduled minimum 14 days in advance.	\$200.00		Per event. Maximum event length 2 hours.
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

Section 3. Utility Deposits

Residential Utility Deposits ¹	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters
Utility Deposit -Electric with or without other services and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$200.00		Per meter if multiple meters
Utility Deposit –Water, sewer, sanitation service only or combination of.	\$35.00		Per service
Utility Deposit –Water, sewer, sanitation service only or combination of and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$50.00		Per service
Utility Deposit –Vapor Light Service only (install fees still apply, refer to Section 4.1.1)	\$10.00		Per light

^{d1} Residential utility deposits may be waived or deferred based on customer payment history. Residential Deposits subject to be refunded based on approved city policy.

Deposits Commercial Services	Rate	Rate Change	Note
Minimum Commercial Utility Deposit –Commercial accounts	\$350.00		Minimum deposit for a commercial account
Commercial Deposits over \$350.00 Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$5,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 1.5		Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.
Deposits Industrial Services			
Utility Deposit –Industrial Accounts	NA		Set by Contract
Deposits (Other)			
Residential Construction Poles/Temporary Use	\$150.00		Each
Commercial Construction Pole, Temporary Use	\$350.00		Each
Industrial Construction Pole, Temporary Use	\$500.00		Each

Section 4. City Utility Rates and Fees

Electric Services

Electric Rates	Rate	Rate Change	Note
Refer to separate adopted electric rate resolution			
Security(Vapor) Light Rental and Installation	Rate	Rate Change	Note
Rate codes 1503, 1504, 1513, 1514 for 100/175 Watt security light	\$8.50		Each per month
Rate codes 1501, 1502, 1511 for 100/175 Watt (Shared lights, applies only to existing customers under rate codes 1501, 1502 and 1511 installed prior to September 1, 2008	\$4.75		Each per month
Rate code 1516 Security Light 250 Watt	\$18.50		Each per month

Installation Charge, light only	\$100.00		Each, must be paid before installation
Installation charge for materials, light and pole	\$175.00		Each, must be paid before installation
Electric Connection Fees	Rate	Rate Change	Note
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	\$525.00		Each
Commercial Aerial	\$450.00		Each
Residential Underground	\$450.00		Each
Residential Aerial	\$425.00		Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	\$700.00		Each
Commercial Aerial	\$650.00		Each
Residential Underground	\$650.00		Each
Residential Aerial	\$600.00		Each
	-		
200-400 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE	-		
Commercial Underground	\$750.00		Each
Commercial Aerial	\$700.00		Each
3-Phase Transformer (Based on city cost)	Cost		Prepayment required based on cost of unit
400-1600 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	\$850.00		Each
Commercial Aerial	\$775.00		Each
3-Phase Transformer (Based on city cost)	Cost		Prepayment required based on cost of unit

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$12.00		First container
RSW-1, Residential Garbage per month	\$6.00		Each additional container
CSW-1, Commercial Garbage per month	\$15.00		First container
CSW-1, Commercial Garbage per month	\$7.50		Each additional container
Damaged Poly Cart			Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$340.00		Per Setting, Prepaid
CSW-2, Dumpster Container	\$4.00		Per Cubic Yard, adjusted for number of times per week it is serviced

Commercial Dumpster Per Cubic Yard Charges-Per Month

Cubic Yards	Per week	Weeks Yr	Mths Year			
1	1	52	12			
		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES
Current Rate	\$ 4.00	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 17.33	\$ 34.67	\$ 52.00	\$ 69.33	\$ 86.67
2	2 Cubic Yards per month	\$ 34.67	\$ 69.33	\$ 104.00	\$ 138.67	\$ 173.33
4	4 Cubic Yards per month	\$ 69.33	\$ 138.67	\$ 208.00	\$ 277.33	\$ 346.67
6	6 Cubic Yards per month	\$ 104.00	\$ 208.00	\$ 312.00	\$ 416.00	\$ 520.00
8	8 Cubic Yards per month	\$ 138.67	\$ 277.33	\$ 416.00	\$ 554.67	\$ 693.33

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$25.00		
Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$25.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	\$25.00 plus \$3.00 per additional CY over 10		
Commercial Curbside Pickup	Minimum of \$35.00 plus \$5.00 per CY		

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10)	\$26.00		Per ton
Minimum Charge	\$18.00		
Non Hazardous Industrial Waste (HNIW -15)	\$50.00		Per ton
Minimum Charge	\$50.00		
Contaminated Soil	\$35.00		Per ton
Contaminated Soil - Minimum Charge	\$35.00		
Shingle Pull Off, using dozer	\$35.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$50.00		Per ton
Dead Animals - Minimum Charge	\$25.00		
Shredder Fluff (6)	\$25.00		Per ton
Shredder Fluff - Minimum Charge	\$25.00		
Chicken Waste (8)	\$175.00		Per load
Chicken Waste - Minimum Charge	\$22.00		
Sludge Material from Wastewater Plants	\$22.00		Per ton
Sludge - Minimum Charge	\$15.00		
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Landfill Facility Use Deposit (Contract Customer). Deposits may be required for certain customers who pose a payment risk.	Minimum of monthly tonnage costs x 2 or greater		
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
Tires -- NO LONGER ACCEPTED			
White goods -- NO LONGER ACCEPTED			

Water Services

Water Rates and Fees	Rate	Rate Change	Note
RW-1, Residential Water, effective July 1, 2019			
First 2, 000 gallons (minimum)	\$21.50		
2,001 to 6,000 gallons	\$2.45		Per 1,000 gallons
6,001 to 12,000 gallons (+18%)	\$2.89		Per 1,000 gallons
Over 12,000 gallons (+25%)	\$3.61		Per 1,000 gallons
CW-1, Commercial Water, effective July 1, 2019			
First 2, 000 gallons (minimum)	\$24.00		
2,001 to 10,000 gallons	\$2.75		Per 1,000 gallons
10,001 to 18,000 gallons (+18%)	\$3.25		Per 1,000 gallons
Over 18,000 gallons (+25%)	\$4.06		Per 1,000 gallons
Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
Three Quarter (3/4) inch water tap	\$450.00		Each
One (1) Inch Water Tap	\$560.00		Each
Two(2) Inch Water Tap	\$1,800.00		Each
Three (3) Inch Water Tap	\$4,575.00		Each
Four (4) Inch Water Tap	\$5,350.00		Each
Six (6) Inch Water Tap	\$7,700.00		Each
Eight (8) Inch Water Tap	\$11,900.00		Each
Fire Line Tap 4x3 tap with valve	\$980.00		Each
Fire Line Tap 6x3 tap with valve	\$1,015.00		Each
Fire Line Tap 6x4 tap with valve	\$1,010.00		Each
Fire Line Tap 8x4 tap with valve	\$1,135.00		Each
Fire Line Tap 8x6 tap with valve	\$1,250.00		Each
Fire Line Tap 10x4 tap with valve	\$1,460.00		Each
Fire Line Tap 10x6 tap with valve	\$1,560.00		Each
Fire Line Tap 10x8 tap with valve	\$1,745.00		Each
Fire Line Tap 12x4 tap with valve	\$1,825.00		Each
Fire Line Tap 12x6 tap with valve	\$2,050.00		Each
Fire Line Tap 12x8 tap with valve	\$2,285.00		Each
Fire Line Tap 12x10 tap with valve	\$2,875.00		Each
Fire Line Tap 4x4 tap and valve (extension only)	\$1,000.00		Each
Fire Line Tap 6x6 tap and valve (extension only)	\$1,075.00		Each

Fire Line Tap 8x8 tap and valve (extension only)	\$1,330.00		Each
Fire Line Tap 10x10 tap and valve (extension only)	\$1,810.00		Each
Fire Line Tap 12x12 tap and valve (extension only)	\$3,165.00		Each
Bulk Water Sale Rates and Fees	Rate	Rate Change	Note
Bulk Tank Fill –No meter	\$30.00		Minimum
Plus per 1,000 gallons	\$6.60		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	\$30.00		Minimum
Plus per 1,000 gallons	\$6.60		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,250.00		Deposit required for each meter. Must be returned operable for deposit refund

Sewer Services

Sewer Rates and Fees	Rate	Rate Change	Note
RS-1, Residential Sewer, effective July 1, 2019			
(Based on residential water usage for months of November through March, recalculated on July 1 of each year)			
First 2,000 gallons (minimum)	\$15.00		Minimum
Over 2,000 gallons	\$1.50		Per 1,000 gallons
CS-1, Commercial Sewer, effective July 1, 2019	(Based on actual water usage)		
First 2,000 gallons (minimum)	\$17.00		Minimum
Over 2,000 gallons	\$2.25		Per 1,000 gallons
Sewer Service Tap Fees	Rate	Rate Change	Note
Sanitary Sewer Tap Inspection Fee	\$35.00		Each tap. New or Replacement, Residential or Commercial.
Sanitary Sewer Tap Inspection Fee (Industrial)	\$50.00		Each tap
1. Private Sewage Disposal system Permit and Inspection Fee	\$75.00		Per system

Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$30.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$250.00 plus \$40.00 per day		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order
Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$40.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays – Residential Electric and/or Water	\$50.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$150.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$300.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$20.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc...)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		
Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	35% of total sent to collections.		OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase	\$250.00		Per space
Columbarium	\$800.00		Per niche with lettering
Columbarium	\$625.00		Per niche without lettering
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$400.00		
Grave Opening (Sunday and Holiday)	\$550.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$50.00		

Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response			
Minimum emergency response charge –Class A response, minimum 2 hours	\$1,000.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	\$1,750.00		
Class A Pumper –After 2 hours	\$400.00		Per hour
Aerial Pumper –After 2 hours	\$750.00		Per hour
Rescue Truck –After 2 hours	\$125.00		Per hour
Minim Pumper Truck –After 2 hours	\$200.00		Per hour
Class 9 Grass Truck –After 2 hours	\$150.00		Per hour
Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more, 5 day permit	No Charge		
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

Section 8. Animal Welfare and Shelter Fees

Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat	\$15.00		Each
Adoption small animal, fowl or domestic bird	\$5.00		Each
Altered dog or cat, first impoundment	NC		
Altered dog or cat, second impoundment	\$40.00		
Altered dog or cat, third or subsequent impoundment	\$80.00		
Unaltered dog or cat, first impoundment	\$30.00		
Unaltered dog or cat, second impoundment	\$60.00		
Unaltered dog or cat, third or subsequent impoundment (Mandatory neuter or spay required)	\$100.00		
Impoundment of livestock or other large animal	\$25.00		Per day plus actual cost of housing animal
Boarding Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or deposits)	\$5.00		Per day. Does not apply to dogs or cats being adopted
Vaccination Deposit (for each animal released from impoundment)	\$15.00		Each
Neuter / Spay deposit (for each dog or cat being adopted from shelter)	\$35.00		Each
Vaccination Deposit (for each dog or cat being adopted from shelter)	\$15.00		Each
Dead animal pick up from residence	\$10.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Dead animal pickup from animal hospital or clinic (dog or cat only)	\$15.00		Each
Owner surrender of adoptable animal to animal shelter	\$25.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$30.00	\$45.00	Per animal
Cremation services up to 20 lbs.		\$100.00	Includes urn with engraved plate
Cremation services 21 to 60 lbs.		\$140.00	Includes urn with engraved plate
Cremation services 61 to 80 lbs.		\$160.00	Includes urn with engraved plate
Cremation services 81 to 100 lbs.		\$200.00	Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.		\$230.00	Includes urn with engraved plate

Animal Licenses and Permits

Licenses and Permits for Kennels Keeping Small Animals	Rate	Rate Change	Note
Kennel License (In zoned agriculture areas only)	\$50.00 plus \$10.00 per kennel		Per year
Permit for keeping small animals other than dog or cat	\$15.00		Per year
Bee Keeper License	\$5.00		Per year

Licensing of Dogs and Cats	Rate	Rate Change	Note
LIFETIME LICENSE: Lifetime dog or cat license fee Requires Microchip. Includes registration of microchip.	\$30.00		Lifetime
YEARLY LICENSE: Dog or cat license fee, no microchip. Requires yearly renewal	\$75.00		Per year
Re-issue of lost or destroyed city animal tag	\$10.00		Each Tag
Dog or cat micro-chip Registration in lieu of annual tag, or until change in ownership	\$10.00		
Hobbyist Breeder Permit: A permit may be issued to hobbyist who are in compliance with city ordinances. Limit of four (4), not to exceed five (5) dogs, cats, or combination of. Each animal must have its own permit and location must be inspected by animal welfare and code enforcement.	\$60.00		Requires yearly renewal. In addition, each animal must have its own license.
LIFETIME LICENSE: License for each dog or cat, lifetime or change in ownership for persons over age of 65	Cost of Microchip		

Section 9. Building Development Permit, Inspection, Plan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$125.00 plus \$.10 per square foot		
Commercial Electrical, Mechanical and Plumbing Permit	\$50.00 plus \$.07 per square foot		
Residential Building Permit	\$50.00 plus \$.05 per square foot		

Residential Electrical, Mechanical and Plumbing Permit	\$40.00 plus \$.03 per square foot		
Manufacturing/Industrial Building Permit	\$300.00		Minimum
Plus per square foot	\$0.10		first 5,000 sf
Plus per square foot	\$0.05		next 20,000 sf
Plus per square foot	\$0.01		over 25,000K sf
Demolition and House Moving Permit	\$50.00		Each
Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
Occupancy Permits	Rate	Rate Change	Note
Applies to change of occupants only where and when required			
Single Family	\$20.00		Each
Two Family and Multi-family	\$10.00		Per unit
Commercial	\$20.00 plus \$10.00 per floor		
Industrial	\$50.00		Each
Temporary Occupancy Permit	\$10.00		Each
Street Cut Permits *Contractor required to repair based on city specifications.	Rate	Rate Change	Note
Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	\$250.00		Each
Concrete Street or Alley Utility Cut	\$250.00		Each
Mobile Home Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Inside Mobile Home Park	\$40.00		Each
Outside Mobile Home Park	\$60.00		Each
Swimming Pool Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Residential Swimming Pool	\$40.00		Each
Commercial, Multi-family	\$100.00		Each
Signage and Billboards	Rate	Rate Change	Note

Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$40.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$60.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		
Fuel Storage Tank Permits/Inspection Fees	Rate	Rate Change	Note
Fuel Storage Tanks	\$125.00		Each. Includes piping
Fuel Dispensing Pump	\$30.00		Each
Inspection Fees	Rate	Rate Change	Note
Re-Inspection Fee (Normal Hours, upon 2 nd and subsequent re-inspections	\$25.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$50.00		Per hour, 1 hour minimum
Gas Line Test/Inspection Fee	\$25.00		Each, in addition to permit required
Sewer Tap Inspection Fee	\$25.00		Each, in addition to permit required
Other Permit Fees	Rate	Rate Change	Note
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$500.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$25.00		
Garage Sale Permit Fee –Residential property, limit 4 per 12-month period, requires application and license for each sale.	NC		
Miscellaneous Permits (includes; storm shelters, awnings, firework stands, fences, tents, siding.(All items not listed but governed by construction codes)	\$20.00		Each
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Transient Merchant / Itinerant Vendor License	\$600.00		New 10/10/2016
Communication Tower Permits and fees	See Ordinance		
Planning Commission	Rate	Rate Change	Note
Planning Commission Applications; All	\$200.00		Each

Administrative Plat Approval (Lot Splits, Small Plats)	\$125.00		Each
Special Use Permit (applicant pays for advertising)	\$200.00		Each
Administrative Zoning Clearance Permit	\$125.00		Each
Plan Reviews	Rate	Rate Change	Note
Preliminary Plan Review (Residential)	\$50.00		Each
Preliminary Plan Review (Commercial)	\$100.00		Each
Preliminary Plan Review (Industrial)	\$150.00		Each
Board of Adjustment	Rate	Rate Change	Note
Board of Adjustment Applications: All Applications.	\$200.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days)(City Ordinances)	\$100.00		
Board of Appeals (Construction Codes)Filed with City Clerk within 15 days	\$100.00		
Contractor Registration Fees	Rate	Rate Change	Note
As required by state law			
Contractor, first time registration	\$100.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$50.00 per license, plus \$25.00 for each Journeyman		
Maps	Rate	Rate Change	Note
11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
Copies of Construction Documents (per page) NEW			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each

36x48 NEW B/W or Color	\$7.00		Each
Floodplain Management Fees	Rate	Rate Change	Note
Floodplain Development Permit	\$200.00		Each
Inspection Fee	\$25.00		Per inspection

Section 10. Airport Fees and Permits

Airport Fees and Permits *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare	Rate	Rate Change	Note
Permit for providing airport services (14-82). Applies to: • Aviation Flight School, 14-83 • Crop Dusting or Spraying of Agriculture chemicals, 14-84 • Aircraft Rental and Sales Operations, 14-85 • Aircraft maintenance services, 14-86 • Commercial Skydiving Operations, 14-82(19), 14-87 • Other aeronautical services as identified and allowed.	\$250.00	\$125.00	Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$250.00	\$150.00	Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$25.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$100.00	\$25.00	Per day 3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	\$50.00		Per event, per day (ex: 2-day event=\$100.00) 3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.	NA		

Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location. Fee for initial hauling and returning to city facility.	\$2,500		Per piece of equipment
Dozer	\$125.00		Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$125.00		Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$75.00		Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$125.00		Per hour, 2 hour minimum charge
Road Grader	\$125.00		Per hour, 2 hour minimum charge
Grade-all Excavator	\$125.00		Per hour, 2 hour minimum charge
Front End Loader	\$125.00		Per hour, 2 hour minimum charge
Back-hoe	\$125.00		Per hour, 2 hour minimum charge
Grapple Truck	\$200.00		Per hour, 2 hour minimum charge
Street Sweeper	\$150.00		Per hour, 2 hour minimum charge
Large Tractor Mower	\$100.00		Per hour, 2 hour minimum charge
Small Tractor Mower	\$75.00		Per hour, 2 hour minimum charge
Riding Mower	\$35.00		Per hour, 2 hour minimum charge
Wood Chipper	\$60.00		Per hour, 2 hour minimum charge
Work Truck	\$50.00		Per hour, 2 hour minimum charge
Water Truck	\$75.00		Per hour, 2 hour minimum charge
Skid Steer Loader	\$75.00		Per hour, 2 hour minimum charge
Bucket Truck (Large)	\$200.00		Per hour, 2 hour minimum charge
Bucket Truck (Small)	\$175.00		Per hour, 2 hour minimum charge
Digger Derrick	\$150.00		Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$100.00		Per hour, 2 hour minimum charge
Light Tower With Generator	\$50.00		Per hour, 2 hour minimum charge
Trencher	\$50.00		Per hour, 2 hour minimum charge
Fiber Splice Trailer	\$75.00		Per hour, 2 hour minimum charge
Cutting Torch	\$25.00		Per hour
Weed-eater	\$25.00		Per hour
DR Weed-eater	\$25.00		Per hour
Chainsaw	\$25.00		Per hour
Limb Saw	\$25.00		Per hour
Brush Truck	\$40.00		Per hour
Top Soil	\$80.00		Per load
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.		

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Airport Fuel Farm and Drainage Culvert

ITEM TITLE: Discuss and Consider Approval of Engineering Agreement with Garver Engineering for Design and Bidding Services Related to Airport Fuel Farm and Runway Culvert Replacement, in the Amount of \$42,950.00

INITIATOR: City Staff, Garver Engineering

STAFF INFORMATION SOURCE: Garver Engineering.

BACKGROUND: Approval of this engineering agreement will allow Garver to begin design of a Jet A fuel dispensing system to be installed to the south of the current AV gas storage tank. The new Jet A system would replace our tanker truck, which is experiencing significant maintenance issues.

This agreement will also allow Garver to finalize the replacement of a drainage pipe that runs underneath the runway. Replacement of this pipe will require the runway to be shutdown for a short period of time. Runway will have to be excavated unless another method is found.

EXHIBITS: 1. 19A19671 - JSV FF - Contract (signed)

KEY ISSUES:

1. Installation of Jet A fuel system will consist of a 10,000 gallon storage tank and all necessary containment and piping infrastructure.
2. Replacement of the drainage pipe will require a short shutdown of the airport.
3. City will front cost of the engineering, being reimbursed later by FAA grant funding.

FUNDING SOURCE: FAA funding (95%) and city matching funds (5%)

RECOMMENDATION: Staff recommends approval of the agreement in the amount of \$42,950.00.



AGREEMENT FOR PROFESSIONAL SERVICES
City of Sallisaw
Sallisaw, Oklahoma
Sallisaw Municipal Airport
JSV Fuel Farm and Drainage Improvements
Project No. 19A19671

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Sallisaw of Sallisaw, Oklahoma** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

Improvements will consist primarily of airfield drainage improvements and construction of a JetA fuel farm system.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	\$34,400	Lump Sum
Bidding Services	\$8,550	Lump Sum
TOTAL FEE	\$42,950	Lump Sum

The lump sum amount to be paid under this agreement is \$42,950. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus audited overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.



7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market



conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law) to the extent the damages and costs are found to be caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law) to the extent the damages and costs are found to be



caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are found to be caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials



Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.



This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A – Scope of Services
 - 8.1.2 Appendix B – Rate Schedule and Man-Hour Tables
 - 8.1.3 Appendix C - Certification of Engineer
 - 8.1.4 Appendix D - Mandatory Federal Contract Provisions For Professional Services Contracts

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

City of Sallisaw

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael J. Griffin, PE
Printed Name

Title: _____

Title: Senior Vice President

Date: _____

Date: 12/10/2019

Attest: _____

Attest: Bart Vilheatto



APPENDIX A

SCOPE OF SERVICES City of Sallisaw Sallisaw, Oklahoma Sallisaw Municipal Airport JSV Fuel Farm and Drainage Improvements Project No. 19A19671

2.1 General

Generally, the scope of services includes design and bidding services for improvements to ***Sallisaw Municipal Airport***. Improvements will consist primarily of airfield drainage improvements and construction of a JetA fuel farm system.

Specifically:

Construct new 10,000 gallon JetA above ground fuel tank and self-dispensing system located on the general aviation ramp adjacent to the existing above ground AvGas tank. The Jet A dispensing system shall be separate from the existing AvGas system but shall tie into the same credit card reader on site.

Additionally, replace the existing deteriorating corrugated metal pipe (CMP) underneath the runway and replace with a reinforced concrete pipe (RCP).

2.2 Surveys

Survey services are not included in the scope of work. Design will be completed using publicly available aerial photography and existing as-built drawings.

2.3 Geotechnical Services

Geotechnical services are not included in the scope of work. Any geotechnical investigation will be required of the contractor and will be tied to the equipment they plan on providing.

2.4 Bid Package Development

2.4.1 Site Visit

Garver will make one (1) site visit to document existent conditions and investigate the project area.

2.4.2 Environmental Services

Garver will provide documentation to the Owner as requested by the Oklahoma Corporation Commission (OCC). All direct coordination with the OCC will be performed by the Owner.

Garver will work with the FAA in order to obtain a categorical exclusion for the project, if required. Coordination will include completion of documented CATEX questionnaire(s) in accordance with FAA



SOP No. 5.00 and submission to the FAA's environmental specialist for approval.

2.4.3 Airspace Analysis

Garver will prepare and submit the project to the FAA for airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE-AAA) website and coordinate this with FAA representatives.

2.4.4 DBE Coordination

Garver will coordinate with the FAA's Office of Civil Rights and complete a three-year DBE goal for the airport's federal projects.

2.4.5 Construction Safety & Phasing Plans (CSPP)

Garver will develop a construction safety and phasing plan (CSPP). The CSPP will be developed in accordance with FAA AC 150/5370-2G. Garver will coordinate with the Owner during the development of the CSPP in order to determine appropriate staging areas and haul routes for construction.

2.4.6 Final Plans and Specifications

Garver will prepare detailed construction drawings, specifications, engineer's report, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

Garver will submit to the FAA Airport's Regional Office advance copies of the plans and specifications, engineer's report memo, and cost estimates for review. Garver will conduct a telephone review meeting with the Owner and the FAA. Then Garver will make any additions to respond to comments by the FAA, and when the documents have been approved, Garver will furnish plans to the FAA and to the Owner for bidding and coordination purposes.

For the Jet A fueling system, Garver will provide general layout drawings and a performance specification. The intent will be to require the responsive bidder to submit a formal engineered foundation design for the tank as well as design for the integration of tank, dispensing, and payment equipment for a turnkey system that performs in accordance with the performance specifications.

For the drainage improvements, Garver will provide a pipe replacement comparable to the existing capacity. No drainage modeling will be completed.



2.5 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend one pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

2.6 Construction Phase Services

Construction phase services are not part of this scope and may be added at a later time.

2.7 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. One copy of the Engineer's Report.
2. One copy of the Final Design with opinion of probable construction cost.
3. Electronic files as requested.

2.8 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design beyond that required for the culvert replacement.
4. Design of any utilities relocation.
5. Drainage modeling.
6. Retaining walls or other significant structural design.
7. Lighting or other electrical design beyond that required for providing power to the fueling system and modifications to the existing emergency shutoff button, if required, and required reconnections for drainage improvements.
8. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ if necessary and pay all applicable fees.
9. Direct coordination with the Oklahoma Corporation Commission.



10. Construction phase services.
11. Construction materials testing.
12. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
13. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
14. Litigation and/or mediation assistance.
15. Procurement of local, state, and federal permits.
16. Grant administration services, including but not limited to grant application, quarterly performance reporting, and request for reimbursement.
17. Closeout services.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.9 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the schedule below. This schedule is based on an anticipated NTP of in January 2020, and may be modified if NTP comes after that date.

Project Milestone	Completion Date
Categorical Exclusion (if required)	January 31, 2020
Final CSPP Submission	February 14, 2020
Preliminary Plans and Specifications to FAA & Owner	March 6, 2020
Final Construction Documents	May 1, 2020



APPENDIX B
JSV Fuel Farm and Drainage Improvements
Garver Hourly Rate Schedule: July 2019 - June 2020

Classification	Rates
Engineers / Architects	
E-1	\$ 33.00
E-2	\$ 41.80
E-3	\$ 47.00
E-4	\$ 57.60
E-5	\$ 72.10
E-6	\$ 90.40
E-7	\$ 120.20
Planners / Environmental Specialist	
P-1	\$ 43.35
P-2	\$ 54.50
P-3	\$ 67.75
P-4	\$ 77.25
P-5	\$ 89.30
P-6	\$ 101.95
P-7	\$ 123.20
Designers	
D-1	\$ 33.60
D-2	\$ 39.25
D-3	\$ 46.85
D-4	\$ 54.50
Technicians	
T-1	\$ 26.25
T-2	\$ 33.25
T-3	\$ 40.55
Surveyors	
S-1	\$ 16.15
S-2	\$ 21.25
S-3	\$ 28.60
S-4	\$ 41.10
S-5	\$ 54.50
S-6	\$ 62.00
2-Man Crew (Survey)	\$ 62.35
3-Man Crew (Survey)	\$ 78.50
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 31.70
C-2	\$ 40.80
C-3	\$ 49.95
C-4	\$ 61.39
Management / Administration	
M-1	\$ 123.20
X-1	\$ 20.60
X-2	\$ 28.00
X-3	\$ 39.00
X-4	\$ 49.75
X-5	\$ 61.00
X-6	\$ 77.00
X-7	\$ 92.70

APPENDIX B

CITY OF SALLISAW - SALLISAW MUNICIPAL AIRPORT JSV FUEL FARM AND DRAINAGE IMPROVEMENTS

FEE SUMMARY

Title I Services	Estimated Fees
Bid Package Development	\$34,400.00
Bidding Services	\$8,550.00
Subtotal for Title I Services	\$42,950.00

APPENDIX B

CITY OF SALLISAW - SALLISAW MUNICIPAL AIRPORT JSV FUEL FARM AND DRAINAGE IMPROVEMENTS

BID PACKAGE DEVELOPMENT

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	C-2	D-1	X-2
	\$72.10	\$57.60	\$47.00	\$33.00	\$40.80	\$33.60	\$28.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
General Coordination		4	4	4			
Develop Internal Project Management Plan		2	1	1			
Internal Kick-Off Meeting		1	1	1			
Site Visit		8	8				
OCC Documentation		4					
Categorical Exclusion				8			
Develop and Submit CSPP		1	1	2		4	
Plan Development							
Cover Sheet / Index of Sheets				1		2	
CSPP Updates				1		2	
Front End Specifications				8			
Submit Final Unsigned Documents for Review		1				1	
QC Review		4	8				
FAA / Owner Telephone Review Meeting		2	1	1			
Incorporate Review Comments to Plans and Specs		2	2	4		4	
Final QC Review	4	2	4		2		
Sign / Submit Bid Documents		1	1			1	
Subtotal - Project Management	4	32	31	31	2	14	0
2. Drainage Improvements							
Plan Development							
Overall Layout Plan				16			
Detail Sheets				16			
Specifications				12			
Quantities				6			
Opinion of Probable Cost				4			
Incorporate QC and Review Meeting Comments				7			
Sign / Submit Bid Documents				1			
Subtotal - Drainage Improvements	0	0	0	62	0	0	0
3. Fuel Farm							
Fuel Farm Layout / Siting		2	8	8			
Plan Development							
Overall Layout Plan				16			
Detail Sheets				16			
Specifications			4	8			
Quantities				2			
Opinion of Probable Cost				4			
Incorporate QC and Review Meeting Comments				7			
Sign / Submit Bid Documents				1			
Subtotal - Fuel Farm	0	2	12	62	0	0	0

Hours	4	34	43	155	2	14	0
Salary Costs	\$288.40	\$1,958.40	\$2,021.00	\$5,115.00	\$81.60	\$470.40	\$0.00

SUBTOTAL - SALARIES: **\$9,934.80**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$19,622.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$156.20
Postage/Freight/Courier	\$50.00
Travel Costs	\$150.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$356.20**

SUBTOTAL: **\$29,913.00**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$4,487.00**

TOTAL FEE: **\$34,400.00**

APPENDIX B

CITY OF SALLISAW - SALLISAW MUNICIPAL AIRPORT JSV FUEL FARM AND DRAINAGE IMPROVEMENTS

BIDDING SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-1	T-1	X-2
	\$72.10	\$57.60	\$47.00	\$33.00	\$33.60	\$26.25	\$28.00
	hr	hr	hr	hr	hr	hr	hr
1. Bidding Services							
Dispense plans and specs to prospective bidders		1					
Addendums/Inquiries		4	4	4			
Pre-Bid Meeting		8	2				
Bid Opening		8					
Prepare bid tabulation				2			
Evaluate bids and recommend award		1	3	4			
Prepare construction contracts		1		4			
Notice to Proceed		1		2			
Subtotal - Bidding Services	0	24	9	16	0	0	0
Hours	0	24	9	16	0	0	0
Salary Costs	\$0.00	\$1,382.40	\$423.00	\$528.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$2,333.40

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$4,609.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$101.60
Postage/Freight/Courier	\$100.00
Travel Costs	\$290.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$491.60

SUBTOTAL: \$7,434.00

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,116.00

TOTAL FEE: \$8,550.00



APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-40-0083-015-2020

STATE: Oklahoma

CERTIFICATION OF ENGINEER

I hereby certify that I am Michael J. Griffin, PE and duly authorized representative of the firm of GARVER, LLC, whose address is 2049 E. Joyce Blvd., Suite 400, Fayetteville, AR 72703, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By _____

DATE:

12/11/2019



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended



from time to time, which are herein incorporated by reference and made a part of this contract.

- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33



U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

8. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).



10. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect



to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant



participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each



minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in



the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group



of women is underutilized.

- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES



The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,



summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.



b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of



changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

16. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

17. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Rezoning Request

ITEM TITLE: Discuss and Consider Planning Commission Case No. PC 2019-19; Request for Rezoning from Agriculture (A-1) to Highway Commercial (C-4), by Kenley R. Williams and Ferna Sue Williams Revocable Living Trust; Judith S. Myers Revocable Trust; Mary C. Blanton 1991 Revocable Trust; and Ordinance 2020-01 with Emergency Clause

INITIATOR: Ferna Sue Williams, agent

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Ferna Sue Williams, agent, is requesting the property located at 1421 South Kerr Boulevard be rezoned from Agriculture (A-1) to Highway Commercial (C-4). Planning Commission considered this case during their January 7, 2020 regular meeting. Both staff and Planning Commission recommend approval. At the time of posting agendas, Ordinance 2020-01 was still being drafted and will be presented at the meeting.

EXHIBITS: 1. Application Case No. PC2019-19
2. Case No. 2019-19 Map
3. Case No. PC 2019-19

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION:

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City

Council for rezoning of the following described property to a District C-4 Highway Commercial and Commercial Recreation District: That part of the SE NW of Section 7, Township 11 North, Range 24 East, Beginning at a point 541.1 feet West of the NE corner of the SE NW Section 7, Township 11 North, Range 24 East, thence W 779 feet to the NW corner of SE NW, thence South 400 feet; thence East and Parallel with North line 779 feet; thence North 400 feet to the point of beginning.

General Location 59 S/Kerr Blvd. 1421 S. Kerr Blvd.

(Street Address)

Present Use of Property Vacant

Proposed Use of Property COMMERCIAL

Record Owner of Property Jerna Sue Williams, Judith S. Myers, Mary C. Blanton

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☐ agent for, ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Jerna Sue Williams, Trustee of The Kenley R. Williams and Jerna Sue Williams Revocable Living
Signed Trust Date 10-30-2009 Address 97529 S. 4485 Rd
Phone 918-489-5932 Home Norm, OK 74962-5051
918-557-4792 Cell

Jerna Sue Williams, Agent, for Judith S. Myers, Trustee of The
Judith S. Myers Revocable Trust dated June 12, 1996, concerning said property,
Signed Per letter attached written permission dated 9-4-2019 Address 900 Avalon Lane
Phone 405-255-3720 Edmond, OK 73034

Signed Mary C. Blanton Address 1033 N.W. Grand Blvd
Phone 405-848-7521 Oklahoma City, OK 73118

Tom

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: KM Date 10-1-2019

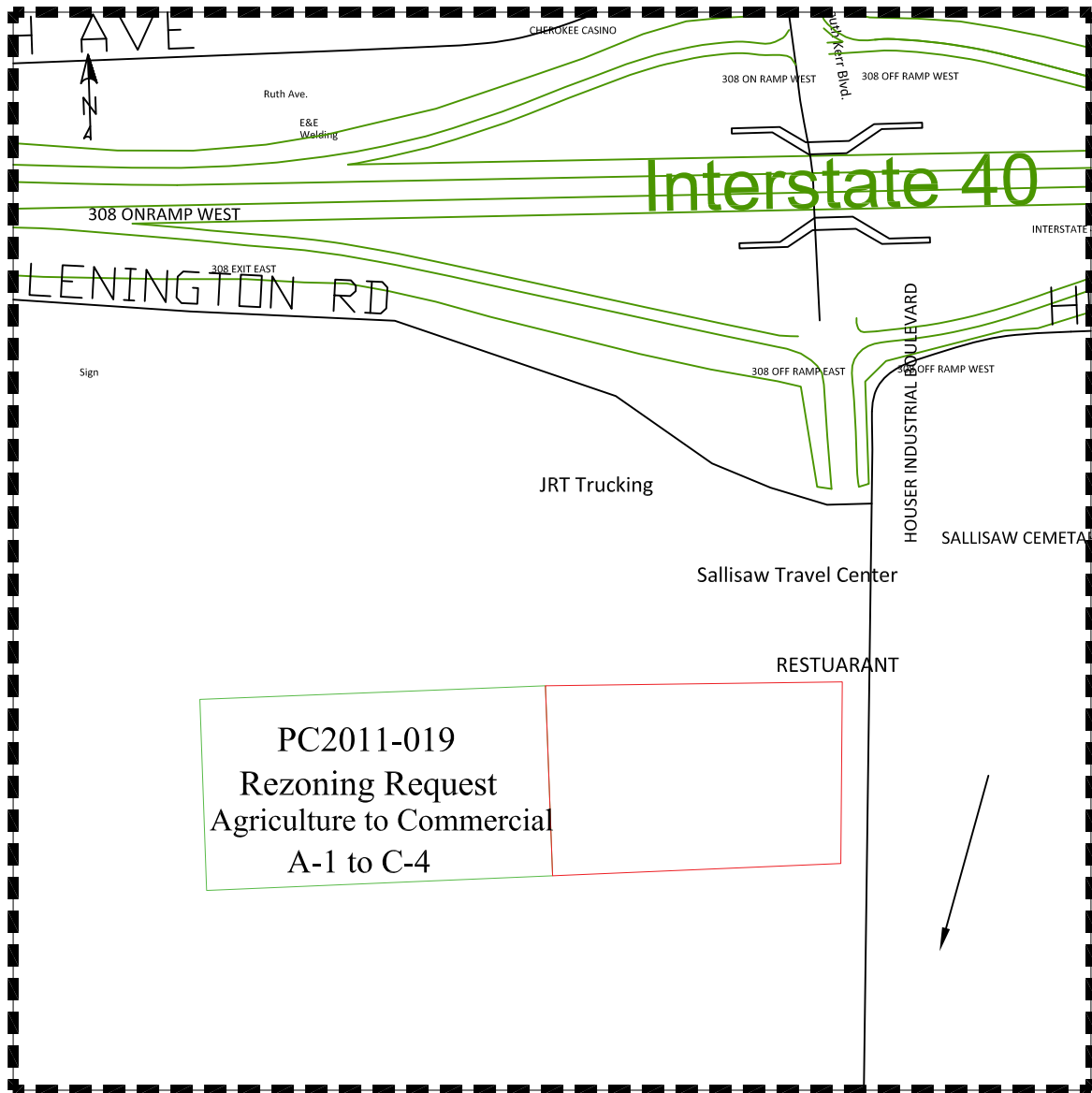
Application No.: _____ Requested: C-4 (A-1 current)

Fee Receipt: _____ P.C Date: _____

City Council: _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

That part of the SE/4 NW/4 of Section 7, Township 11 North, Range 24 East described as beginning at a point 541.1 feet West of the NE corner of the SE/4 NW/4 Section 7, Township 11 North, Range 24 East, thence West 779 feet to the NW corner of SE/4 NW/4; thence South 400 feet; thence East and parallel with North line 779 feet; thence North 400 feet to the point of beginning

General Location: **1421 South Kerr Blvd, Sallisaw**

has filed with the Sallisaw Planning Commission a written application # **PC2019-19** pursuant to Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from agriculture (A-1) to highway commercial (C-4)**

The undersigned will present said application to the Sallisaw Planning Commission on January 7, 2020, at 111 N. Elm Street, beginning at 5:30 pm, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 11th day of December, 2019.

By: **Kenley R. Williams and Ferna Sue Williams**
Revocable Living Trust; Judith S. Myers
Revocable Trust; Mary C. Blanton 1991
Revocable Trust
Owner(s)

or By: **Ferna (Sue) Williams,**
Agent

By: **Tim Brown**
Vice -Chairman, Sallisaw Planning Commission

Bill To:

Ferna Sue Williams
900 Avalon Lane
Edmond OK 73034
405-255-3720

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Agreement for Fixed Base Operator

ITEM TITLE: Discuss and Consider Approval of Airport Fixed Base Operator Agreement With Tom Hanning, d/b/a T3 Aerosports, LLC

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Tom Hanning

BACKGROUND: Per the direction of the Board of City Commissioners and with the recommendation of the Airport Advisory Board, staff has worked with Mr. Hanning on a five (5) month FBO agreement, commencing February 1, 2020.

The only change to the FBO agreement is wording in paragraph 4 (g), regarding the staffing requirement. This still provides for FBO availability seven days per week, but states the minimum requirement for availability at the airport is a minimum six days per week, six hours per day. This adjusts for times when flights and use of the airport is at a minimum due to weather or seasonal use. The FBO is required to post contact information.

EXHIBITS: 1. FBO.T3Aerosports.1.2020.final

KEY ISSUES:

1. Due to state law requirements, the FBO agreement can only run to June 30 of the fiscal year. Agreement with Mr. Hanning will commence on February 1, 2020 and end on June 30, 2020.
2. Payment amount for the FBO is \$5,000 per month.
3. The current FBO resignation is effective January 31, 2020.
4. Prior to June 30, 2020, staff will work on a new agreement for July 1, 2020 thru June 30, 2021.

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of the agreement.

This Fixed Base Operator Agreement and Lease made and entered into this 13th day of January, 2020, by and between the **City of Sallisaw, Oklahoma**, an Oklahoma Municipal Corporation (hereinafter referred to as “**City**”) and **Thomas Haning, d/b/a T3Aerosports, LLC**, (hereinafter referred to as “**FBO**”), both sometimes referred to collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the City of Sallisaw, Oklahoma is the owner, co-sponsor and lessee of the Sallisaw Municipal Airport (Facility); and

WHEREAS, the City desires to engage **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator (FBO) of the Facility to manage and operate the Facility, on behalf of and for the benefit of the City, and to provide aeronautical services convenient for the operation of an airport; and,

WHEREAS, **Thomas Haning, d/b/a T3Aerosports, LLC**, is company with experience in airport operations, and desires to accept such engagement, pursuant to the terms and conditions contained herein;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

1. The Board of City Commissioners shall be the approving authority of this Agreement.
2. For the City, the City Manager shall be recognized as the Airport Manager.
3. **Ownership of Facility.** The City shall retain ownership of the Facility at all times, including, but not limited to real estate, technical equipment, furniture, signs, fixtures, and similar property, including improvements made during the Term of this Agreement, excluding items owned by the FBO. Any data, equipment or materials furnished by the City to FBO shall remain the property of the City and shall be returned to the City when it is no longer needed or upon termination or expiration of this Agreement.
4. **Engagement and Scope of Services.** The City hereby engages **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator, or “FBO” of the Facility to perform certain aeronautical operations and services for the benefit of the residents of the City and airport users. FBO accepts such engagement pursuant to the terms and conditions set forth herein. The scope of this Engagement includes, but is not limited to:
 - a. For services provided to the City, and specified in this agreement, FBO shall be paid monthly installments of **five thousand dollars (\$5,000.00)** per month, for each month this Agreement is in effect. Payment request shall be processed by the City on the first working day of each month, with check issued within 10 working days.
 - b. For the term of this agreement, FBO is granted authority to supervise and oversee any and all aeronautical activities at Facility, including both flight and ground activities. FBO shall also enforce the Facility rules and regulations pertaining thereto now or hereafter adopted by the City, the State of Oklahoma, or the United States of America.

- c. FBO shall provide the necessary aeronautical personnel and services to properly conduct, operate, and supervise the Facility on a daily basis.
 - d. FBO shall use reasonable and due care in the protection and preservation of the Facility and will maintain the buildings, equipment and other property of City in a proper state of repair, less normal wear and tear.
 - e. FBO shall provide adequate insurance as described in Section 11 of this agreement.
 - f. FBO shall be familiar with and enforce the requirements of the Sallisaw Code of City Ordinances, Chapter 14, Aviation.
 - g. FBO shall be available to provide FBO related airport services at the airport seven (7) days per week. During the seven (7) day week, the FBO, or a representative of the FBO, shall be available at the airport a minimum of six (6) days per week, a minimum of six (6) hours per day, less City approved holidays. At all other times, the FBO, or their representative, shall be subject to on-call status. All services provided by the FBO shall be provided by the FBO, or a properly trained employee of the FBO. If the FBO, or a representative of the FBO, is not available to provide services at any time, FBO shall post a notice showing contact information of the FBO. FBO shall notify the Airport Manager, or his designee, any time these services are not available for more than 24 hours, excluding Sundays.
 - h. All personnel hired or engaged by the FBO shall be employees, agents, or independent contractors of the FBO, and not of the City. FBO shall select in its sole discretion, the number, function, qualifications, and compensation, including compensation and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. FBO will also be solely responsible for the discipline, up to and including termination, of such employees. FBO agrees to use reasonable and prudent judgement in the selection and supervision of such personnel.
5. **Grant of Lease and Description of the Leased Premises.** The City does hereby lease to FBO, and FBO hereby leases from the City, the following land, buildings and improvements located on the property of the Sallisaw Municipal Airport.
- a. Maintenance Hangar.
 - i. City does hereby lease, and allow FBO to have use of, the hangar identified as the "Maintenance Hangar". FBO shall be responsible for payment of telephone and electric bills of the Maintenance Hanger. FBO will not dispose of, or allow disposal, of any oil, fuel, metal or other products on Facility property, but shall be responsible for the proper disposal of said materials in compliance with the Sallisaw Code of Ordinances Section 38, Article IV and other local, State or Federal regulations.
 - ii. If FBO obtains a permit through the City, the FBO shall be allowed to provide aircraft maintenance and other aeronautical type services in the City owned maintenance hangar and keep all revenues generated by said services.

- iii. In absence of additional hangar space, the Maintenance Hangar may be used for aircraft storage, and FBO may charge a storage fee for the aircraft, not to exceed \$ 350.00 per month, per aircraft. FBO shall retain all storage fees from storage of aircraft in the Maintenance Hangar. At no time shall storage of aircraft take up the entire space of the maintenance hangar in that it interferes with maintenance of aircraft.
 - iv. At the end of each month, FBO shall provide the Airport Manager a detailed listing of aircraft stored in the Maintenance Hangar, their owners, their tail ID numbers and the amounts FBO has generated in storage revenue.
 - v. Maintenance Hangar facility shall be kept clean and presentable at all times, and free of clutter. Spare parts and tools shall be kept organized, no junk parts shall be kept in the maintenance hangar. Maintenance Hangar shall not be used to store planes considered non-operational for periods exceeding two months.
- b. Terminal Building.
 - i. City does hereby lease, and allow FBO to have use of, the building identified as the "Facility Terminal Building."
 - ii. FBO shall be responsible for the upkeep and daily cleaning of building. FBO shall keep restrooms clean, all floors mopped or swept, clean all furniture, clean all windows, keep office area orderly and free of clutter. If plants are kept, they shall be kept fresh. Daily housekeeping is required to present a clean professional appearance.
 - iii. FBO shall maintain a flight planning area with all appropriate material needed by pilots, including access to a telephone.
 - iv. FBO may install vending machines in the Facility Terminal Building and keep proceeds from the vending machines. If installed, vending machines must be kept in working order and stocked with fresh items.
 - v. No animals shall be kept in the terminal building.
- 6. **Commission Approval and Appropriation Required.** This Agreement and any future Agreements are subject to approval by the City of Sallisaw Board of City Commissioners and available funding being appropriated by the Board of City Commissioners. Amendments to the Agreement must also be approved by the Board of City Commissioners.
- 7. **Term of Agreement.** The term of this agreement shall be from the **1st day of February 2020** (Effective Date), through the **30th day of June, 2020** (the "Term Date").
- 8. **Additional Consecutive Terms.** Prior to June 30 of each calendar year, the City, upon approval of the Board of City Commissioners, and the FBO, may mutually agree to extend this Agreement for a period of one additional year.
- 9. **Termination of Agreement.** During the term of this Agreement, either party to this Agreement may terminate this Agreement for any reason by providing ninety (90) day notice, in writing, to either party, at addresses specified in Section 18. If terminated,

Agreement shall terminate on the last day of any calendar month that surpasses the ninety (90) day notice. Such termination shall be without future obligations, liabilities, or penalties to FBO or City, except for amounts due up to the time of termination for the services performed and products delivered.

10. **Yearly Evaluation of the FBO.** The FBO shall be evaluated on a yearly basis by the Airport Advisory Board and the Airport Manager. Evaluations shall take place during the month of February. Evaluations shall be provided to the Board of City Commissioners and the FBO upon completion.
11. **FBO Required Insurance Coverage.**
 - a. FBO shall provide \$1,000,000 worth of liability coverage naming City and FBO as the insured, which shall cover liability for the maintenance hangar operations, and said copy of said insurance shall be kept on file with City, with this agreement and all renewals thereof.
 - b. FBO shall maintain products liability insurance in the amount of \$1,000,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
 - c. FBO shall maintain hangar's keeper's insurance in the amount of \$500,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
12. **Aeronautical Related Services Provided by the FBO.**
 - a. As required by 49 U.S. Code § 47107(a)(4), the FBO shall be granted a non-exclusive right to provide aeronautical services at the Airport Facility.
 - b. If required by the City, FBO shall obtain a City Permit for any maintenance, flight school, or other aeronautical services, provided at the Airport Facility, as provided for in Chapter 14 of the Sallisaw Code of Ordinances, Section 14-82.
 - c. If FBO is permitted to provide any aeronautical services at the Airport Facility, FBO shall be allowed to keep all fees paid to FBO for such services permitted for, unless otherwise addressed in this agreement.
13. **FBO Management of the Facility.** While this agreement is in effect, the FBO shall:
 - a. FBO is required to post FBO contact information on the entrance to the Facility terminal building. Contact information shall include FBO name, FBO landline telephone and/or FBO mobile cellular phone, email address, emergency phone line of the Sallisaw Police Department and 911. If FBO is requested to perform services after normal business hours, FBO may charge customer a reasonable fee for services. FBO shall retain all fees.
 - b. FBO shall maintain a cell phone number for airport use, allowing 24-hour contact. The cell phone number shall be visibly posted to where customers of the airport can view the number and contact the FBO as needed. FBO shall furnish this number to the Airport Manager, City, Police Department and Fire Department. A secondary contact number shall also be posted.

- c. If FBO is unable to provide airframe and engine repair services for aircraft, FBO shall arrange for a qualified mechanic to be on site within four (4) hours after a request for maintenance is made if request is made Monday thru Friday during normal working hours. Requests made on Saturday, Sunday or during holidays are subject to service and parts availability.
- d. FBO shall operate the facility in a responsible and efficient manner and in the best interest of the City and the citizens of Sallisaw.
- e. FBO shall provide oil, grease and other needs of aircraft, including assistance in fueling aircraft as needed. FBO may charge a reasonable fee for materials only. FBO shall retain all fees.
- f. FBO shall provide overnight hangar storage, if hangar space is available.
- g. FBO shall allow users of the Facility to use the airport terminal building.
- h. FBO shall create and maintain a current roster of planes based at the airport. This roster shall be provided to the Airport Advisory Board and the Airport Manager on a monthly basis.
- i. FBO shall serve as a liaison between the Airport tenants and the Airport Manager.
- j. FBO shall monitor airfield systems and navigational aids and report outages to the Airport Manager or his designee.
- k. FBO shall be responsible for all housekeeping and janitorial needs of the terminal building, maintenance hangar, and outside areas of the buildings.
- l. FBO shall not alter, change or modify any existing building or feature of the Facility without approval of Airport Manager.
- m. FBO shall work with the Airport Manager, other city staff, engineers and consultants on airport improvements.
- n. A representative of the FBO shall attend all meetings of the Airport Advisory Board. If FBO is unable to attend, FBO shall notify the Chairman of the Airport Advisory Board prior to scheduled meeting.
- o. FBO shall report all accidents, or damage to Facility property, to the Airport Manager within 24-hours.
- p. FBO shall prepare a schedule of fees charged by the FBO. The fee schedule shall include all fees allowed in this Agreement. This fee schedule shall be provided to the Airport Manager on a monthly basis. This schedule may be submitted with the monthly operating report.
- q. FBO shall prepare a monthly operating report and submit to the Airport Manager and the Airport Advisory Board. Report, at minimum, shall include:
 - i. Fuel sales.
 - ii. Number of flight operations, landings and takeoffs.
 - iii. Number of uses of courtesy car.
 - iv. Number of aircraft parked on apron.

- v. Roster of current aircraft based at the Facility. Roster to include aircraft type, tail ID numbers and owner information.
- vi. Suggestions from visitors and complaints received.
- vii. List of improvements or repairs made or needed.
- r. FBO shall file required reports and statistics with appropriate aeronautical agencies as needed, with copies provided to the City. FBO shall also assist City in any required filing of reports or statistics.
- s. At expense of FBO, FBO shall advertise the Facility in at least one (1) aviation trade publication. FBO may request reimbursement for advertising expense for up to two (2) publications. Request for reimbursement shall be made through the Airport Manager with supporting documentation.
- t. FBO shall actively strive to promote the Sallisaw Municipal Airport and recruit aircraft owners to utilize the Facility and its services.
- u. Upon request of the City, FBO shall make available profit and loss statements of the FBO related to operations of the Airport Facility.
- v. With coordination from the City, FBO shall assist in scheduling airport events to market the airport. FBO may request reimbursement of expenses related to events, provided those expenses have been approved prior to the expending of funds.

14. Fuel Facility and Sale of Fuel

- a. The City shall be responsible for the maintenance of the fuel (AVL, jet fuel, or other) facility(s) at the airport.
- b. The City shall be responsible for the purchase of fuel for the fuel storage tanks. All fuel shall be stored and dispensed via approved fuel facilities.
- c. The City shall maintain the fuel pump(s) and credit card system attached to the fuel storage tanks.
- d. City shall set the fuel cost per gallon for resell and shall receive all revenues associated with fuel sales at the Facility.
- e. FBO shall monitor fuel levels and notify City of need to order additional fuel. FBO shall also notify City of any issues or needs of the fuel facilities.
- f. FBO, if required, shall obtain proper training and certification to inspect and operate the fuel facilities of the Airport. In addition, FBO shall ensure all personnel are certified and trained to operate the fuel facilities. Also, if required, FBO shall maintain appropriate logs related to the inspection of the fuel facilities and shall provide these logs for inspection by City personnel or regulatory agencies.
- g. FBO shall assist customers with fueling tasks during normal business hours and after normal business hours as needed.

15. Maintaining the Facility.

- a. FBO shall monitor all aspects of the Airport Facility and operations of the airport. As needed, FBO shall notify City, via email or written work order request, when

repairs and or maintenance is required at the Facility. Once notified, City shall attempt to remedy the reported issues as soon as practically possible. Notifications to the City shall be through the Airport Manager or his designee.

- b. The City agrees to provide maintenance services for the Facility as follows:
 - i. Mowing, sanitation services, maintenance services for facility buildings and equipment.
 - ii. Maintenance of fuel tanks and related pump and credit card machinery.
 - iii. Maintenance of electronic computer or other electronic equipment owned by the City.
 - iv. Maintenance of Unicom and other radio and weather systems.
 - v. Maintenance of taxiways, aprons, runway, parking lots, navigation lights, navigation beacons.
 - vi. Maintenance of other parts of Facility as needed, as controlled by the City.

16. Fees Associated with Airport Runway, Taxiway, Aprons

- a. There shall be no landing fees charged for use of Facility.
- b. FBO may charge a monthly fee for aircraft which are tied down or parked on the Apron of the Facility. Such revenue for tie down or parking services may be retained by FBO. FBO shall post a schedule of fees easily seen by users of the Facility. Fees for tie down services shall be:
 - i. Aircraft utilizing tie down straps and anchors, a minimum of \$2.00 per day for single or twin engine aircraft, not to exceed \$25.00 per day.
 - ii. FBO shall provide appropriate tie down straps, in a sufficient quantity, to be utilized by airport customers.
 - iii. FBO shall be responsible for the collection of tie down or parking fees.
- c. Overnight Hangar Storage. If hangar space is available, FBO shall provide overnight hangar storage for transient aircraft and shall be allowed to charge a minimum fee of \$25.00 per night. FBO shall retain all overnight storage fees.

17. Other Requirements of the City.

- a. City shall maintain general liability insurance for the Facility.
- b. City shall maintain building insurance on all City owned buildings at the Facility. FBO may purchase content insurance to cover items owned by the FBO.
- c. City shall provide general janitorial supplies and light bulbs for the terminal building. FBO shall be responsible for the security of these items at the Facility.
- d. City shall provide suitable furniture for the terminal building. FBO shall ensure furniture is cared for and maintained.
- e. City shall furnish a courtesy vehicle(s) for use by pilots or crew members utilizing the Facility.

18. **Notices.** Whenever notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall wither be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:

If to the City:

City of Sallisaw
Attention: City Manager
P.O. Box 525
Sallisaw, OK 74955

If to the FBO:

Tom Hanning
T3Aerosports, LLC
P.O. Box 1044
Vian, OK 74962

19. **Choice of Law.** This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
20. **Indemnification and Hold Harmless.** FBO shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of the FBO, its employees and agents, under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by FBO and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs. City will defend, hold harmless, and indemnity, to the extent required by the Governmental Tort Claims Act, FBO, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or failure to perform obligations under this agreement.
21. **Relationship of Parties.** FBO enters into this Agreement, and shall continue to be, an independent contractor. All services shall be performed only by the FBO and FBO employees. Under no circumstances shall FBO, or any of the FBO's employees, be entitled to any City benefits, including without limitation worker's compensation, disability insurance, vacation or sick pay. FBO shall be responsible for providing, at their own expense, and in their name, unemployment, disability, workers compensation and other insurance.
22. **Severability.** If any one or more of the sections, sentences, clauses, or parts of this Agreement should be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
23. **Governmental Tort Claims Act.** By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act of the State of Oklahoma, do not waive sovereign immunity, any defenses, or any limitations of liability as may be

provided for by law. No provision of this Agreement modifies and /or waives any provision of the Local Governmental Tort Claims Act.

24. **Good Faith and Best Efforts.** City and FBO agree to perform their respective obligations under this Agreement in good faith and to use their respective best efforts to ensure that each obligation is performed in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2020.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Dianna Davis, City Clerk

Approved as to form:

John Robert Montgomery, City Attorney

**FBO Agreement between
City of Sallisaw and Thomas Haning, d/b/a T3Aerosports, LLC**

Date: _____

FBO
Name

Signature

Printed Name and Title

FBO'S ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF SEQUOYAH)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written.

_____, Notary Public

My commission expires: _____ Commission #: _____

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: Boys and Girls Club Funding

ITEM TITLE: Discuss and Consider Approval of Funding Agreement with Boys and Girls Club of Sequoyah County

INITIATOR: Mayor
City Manager

STAFF INFORMATION SOURCE: Mayor
City Manager
Boys and Girls Club, City Attorney.

BACKGROUND: Staff has been requested to work with the Boys and Girls Club to determine if the City could provide funding for youth activities provided by the Club. The attached agreement provides for short term funding, in the amount of \$6,000, up to June 30, 2020. Any additional funding would need to be through a new agreement commencing on July 1, 2020.

EXHIBITS: 1. Boys Girls Club.Funding Agreement.final

KEY ISSUES:

1. If the City provides funding from the Hotel Motel tax funding, the funding can only be used for youth activities. This is specified in the agreement.
2. The Club will be required to submit monthly reports to the City on the use of the funds.
3. For future funding requests, staff recommends that the Club provide a short presentation during the next budget retreat and formally request funding via.

FUNDING SOURCE: Fund 20, Youth and Recreation Fund.

RECOMMENDATION: Staff recommends approval of the agreement.

This Agreement made and entered into this _____ day of _____, 2020 (the effective date), by and between the **City of Sallisaw**, Oklahoma, an, Oklahoma Municipal Corporation (hereinafter referred to as “**CITY**”) and the **Boys and Girls Club of Sequoyah County**, a non-profit organization (hereinafter referred to as “**CLUB**”).

WITNESSETH:

WHEREAS, the City of Sallisaw, recognizing the need for continued development of youth activities for continued development of the economic base of the City, wishes to provide for programs and activities that will continue a coordinated effort to encourage, promote, and foster the Youth of the City; and

WHEREAS, the Sallisaw Boys and Girls Club has traditionally and actively promoted and provided youth activities within the City for the purpose of creating opportunities for learning; and

WHEREAS, it is the desire of the parties hereto, to work together and combine their efforts to enable all young people, especially those in need, to reach their full potential; and

WHEREAS, it is the desire of the parties hereto, to work together to continue providing youth activities for the City, activities and services that otherwise would not be available in the City;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The **CITY** agrees to provide funding in the amount of \$6,000 during the term of this agreement, such funding to be provided from the City of Sallisaw Youth and Recreation Fund. The **CLUB** shall have the option to receive funding in a lump sum, or prorated on a monthly basis for the term of this Agreement.
2. The **CLUB** agrees that funding received shall not be used for payment of any salaries or benefits of the employees of the **CLUB**; nor shall funding be used for facility maintenance, utility or insurance costs.
3. The **CLUB** agrees that funding received from the Sallisaw Youth and Recreation Fund shall not be used to supplant existing funding used for current youth activities within the city limits of Sallisaw.
4. The **CLUB** agrees that all funding supplied by the **CITY**, shall be used to provide youth activities of the Sallisaw Boys and Girls Club within the city limits of the City of Sallisaw, and used for the following only:
 - a. Purchasing supplies and materials to facilitate youth activities provided by the **CLUB**.
 - b. Purchasing equipment that assists in providing youth activities in Sallisaw.
 - c. Payment for certain youth activity programs provided by outside speakers, teachers or organizations, where those programs take place in Sallisaw.
5. The **CLUB** agrees to furnish a monthly report to the **CITY**, detailing how funding provided by the **CITY** is utilized by the **CLUB**.
6. This Agreement shall not be assignable by the **CLUB**. This Agreement shall cover the year beginning on the effective date noted above, and continuing until June 30, 2020.
7. The **CLUB**, as an independent contractor, assumes the entire responsibility of carrying out and accomplishing the services stated in this agreement.

8. The **CLUB** agrees not to discriminate against any employee, or applicant for employment, or any youth club member in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
9. The **CLUB** agrees to protect, defend, indemnify, and hold harmless the **CITY**, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the **CLUB**, its officers, employees, and/or agents, arising out of, or in connection with, the performance or non-performance of the services, duties, and obligations required of the **CLUB** under this Agreement.
10. This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the **CLUB** pursuant to this agreement shall be submitted to the **CITY**, and the **CLUB** shall be entitled to just and equitable compensation at the agreed upon rate for any satisfactory work completed prior to the date of termination.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Dianna Davis, City Clerk

**Boys and Girls Club of Sequoyah County
A Non-Profit Organization**

Laura Kuykendall, CEO

Approved as to form: _____

John Robert Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: January 13, 2020
Board: Board of City Commissioners
Subject: FY2019 Utility Report

ITEM TITLE: Discussion and Presentation of the FY 2019 Utility Report

INITIATOR: City Manager
Director of Finance

STAFF INFORMATION SOURCE: Utility Operations

BACKGROUND: The annual utility report has been completed for FY2019. In the past, we have scheduled a special meeting to discuss in detail, but with upcoming meetings needed to discuss the electric cost of service study, we have chosen to present the report to the Board with a short discussion of the utility memo and summary page.

If the Board has any questions, they may forward those questions to the City Manager or the Director of Finance. Upon answering those questions, we will ensure the other council members see the questions and answers.

EXHIBITS: 1. FY2019 Summary Page

KEY ISSUES:

1. During the year only one utility operated in the red, wastewater collection/treatment operations. This utility ended the year with a negative net of (\$229,302).
2. Overall, utilities produced a net of \$3,542,650 for city operations.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends acceptance of the FY 2019 Utility Report.

Summary at a Glance

FY 2019		Water Treatment & Distribution 701/703			Wastewater Treatment and Collection 704/705	
	Electric 601		Sanitation 502	Landfill 504		Telecomm 604

Operating Revenue

User Charges

Residential	\$ 4,977,782	\$ 1,046,671	\$ 500,337		\$ 575,236	
Commercial	\$ 4,295,966	\$ 445,956	\$ 476,253		\$ 241,837	
Industrial	\$ 1,004,540	\$ 8,415			\$ 4,804	
EL-Security Light	\$ 98,048	\$ 451,200				
Water-Rural/Other Sales		\$ 451,200				
LF-Landfill				\$ 1,570,046		
LF-Solid Waste Fees				\$ 154,629		
LF-Roll Off Fees				\$ 86,652		
Telecom-Video						\$ 1,287,276
Telecom-Internet						\$ 1,034,454
Telecom-Wireless Internet						\$ 251,385
Telecom-Phone						\$ 433,107
						\$ 83,077

Total Revenue From Rates/Fees	\$ 10,376,336	\$ 2,403,442	\$ 976,590	\$ 1,811,327	\$ 821,877	\$ 3,089,300
Other Revenues	\$ 162,376	\$ 310,854	\$ 16,638	\$ 32,349	\$ 12,861	\$ 48,343

Total Revenue	\$ 10,538,712	\$ 2,714,296	\$ 993,228	\$ 1,843,676	\$ 834,738	\$ 3,137,643
					Total Revenue	\$ 20,062,294

Revenue Requirements

Operating Expenses-General Fund

100-Personnel Services	\$ 705,602	\$ 368,062	\$ 316,914	\$ 388,680	\$ 404,096	\$ 466,474
200-Supplies	\$ 34,809	\$ 97,591	\$ 59,101	\$ 162,285	\$ 110,190	\$ 25,382
300-Facilities	\$ 146,221	\$ 66,760	\$ 26,435	\$ 11,566	\$ 41,532	\$ 66,454
400-Equip Maint	\$ 46,734	\$ 35,906	\$ 43,836	\$ 122,332	\$ 69,092	\$ 30,523
500-Services	\$ 16,739	\$ 64,646	\$ 7,582	\$ 89,368	\$ 37,059	\$ 44,814
600-Sundry	\$ 11,880	\$ 53,293	\$ 10,598	\$ 7,816	\$ 10,492	\$ 29,226
700-GF Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Fund (A)	\$ 961,985	\$ 686,257	\$ 464,466	\$ 782,046	\$ 672,461	\$ 662,874

Other Operating Expense

Depreciation	\$ 150,955	\$ 768,572	\$ 89,559	\$ 378,436	\$ 318,487	\$ 305,990
GRDA Purchase Power	\$ 6,904,628					

Long Term Debt

Series 2009 Interest & Fees						\$ 197,318
Series 2012 Interest & Fees		\$ 744,697				
OWRB Interest & Fees		\$ 88,571				

Total Other Operating Expense (B)	\$ 7,055,583	\$ 1,601,840	\$ 89,559	\$ 378,436	\$ 318,487	\$ 503,308
Total General Fund & Other (A+B)	\$ 8,017,568	\$ 2,288,097	\$ 554,025	\$ 1,160,482	\$ 990,948	\$ 1,166,182
Other Utility Expense	\$ 124,573	\$ 87,921	\$ 141,344	\$ 171,852	\$ 73,092	\$ 1,743,560

Total Operating Expense	\$ 8,142,142	\$ 2,376,018	\$ 695,370	\$ 1,332,334	\$ 1,064,040	\$ 2,909,741
					Total Requirements	\$ 16,519,645

Net Revenue	\$2,396,570	\$338,278	\$297,859	\$511,342	(\$229,302)	\$227,902
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Fiscal Year Totals

Total Revenue	\$ 20,062,294
Total Requirements	\$ 16,519,645
Net Revenue	\$ 3,542,650