BOARD OF CITY COMMISSIONERS
REGULAR MEETING

July 10, 2023

6:00 P.M.

COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955

A G E N D A

1. **Meeting Called to Order**

2. **Declaration of a Quorum**

3. **Presentation to Captain John Weber and Officer Wesley McGuirt for Their Heroic Act on May 6, 2023**

4. **Removal of any Item from the Consent Agenda**

5. **Consent Agenda**

   (a) Consider Approval of Regular Minutes of June 12, 2023

   (b) Acknowledge Invoice Paid Report for June

6. **Consider any Item Removed from the Consent Agenda**

7. **Consider Motion to Recess Board of City Commissioners Meeting In Order to Call the Sallisaw Municipal Authority Meeting to Order**

8. **Consider Motion to Reconvene the Board of City Commissioners Meeting**

9. **Discuss and Consider Approval of Resolution 2023-12, A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees For The City of Sallisaw, and Superseding Previous Resolutions**

10. **Discuss and Consider Approval of Local Banks Request to Name Street, Which**

is Currently Being Constructed Between No Name Street and Kerr Boulevard, Chapman Avenue

11. **Discussion and Possible Action to Declare Real Property More Specifically Described as: Lot 2 Block 28 in the City of Sallisaw, Sequoyah County, Oklahoma, as Surplus; and Direct Staff to Solicit Sealed Bids for the Sale of Property**

12. **Discuss and Consider Acceptance of the Donation of Real Properties from Sequoyah County Board of County Commissioners; General Location: 501 Walnut Place and 503 Walnut Place**

13. **Discuss and Consider Change Order No. 1 in the Amount of $20,314.00 for the Sallisaw Police Department Exterior Improvements Project**

14. **Discuss and Consider Approval of Purchase Order No. 98403, Issued to Clifford Power of Tulsa, Oklahoma, *in an Amount Not to Exceed* $25,000.00 for Repairs to the Generator at the Water Treatment Plant**

15. **Discuss and Consider Approval of Purchase Order No. 98383, Issued to Interworks of Stillwater, Oklahoma, *in an Amount Not to Exceed* $35,000.00 For the Purchase of Virtual Machine (Server) Equipment For City Hall**

16. **Discuss and Consider Approval of Administrative Policy 2.004.00, Revision 4, City of Sallisaw Purchasing Manual**

17. **Discuss and Consider Approval of the Master Agreement for Services between the City of Sallisaw and Quest Site Solutions, LLC of Greenville, South Carolina, for Development and Marketing of the Industrial Property on South Cedar**

18. **Discuss and Consider Approval of Staff's Request to Invest a General Fund Certificate of Deposit with Armstrong Bank for 273 Days at 5.13% Interest**

19. **Acknowledge the Memorandum of Understanding (MOU) between the City of Sallisaw and the Cherokee Nation**

20. **Receive Update on Economic Development and Grant Activities; Possible Direction to Staff**

21. Receive Update on Current and Future Projects; Possible Direction to Staff

22. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff

23. Administrative Reports

24. Adjourn

Posted: July 7, 2023

Time: 12:34 p.m.

KIM JAMISON

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

JUNE 12, 2023

The Board of Commissioners met in a regular meeting on June 12, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by emailing to KXMX; by posting at city hall on June 9, 2023, at 11:55 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Mayor
	Ronnie Lowe,	Member,Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3
	Kristin Peerson,	Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton,	City Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	City Clerk
	Robin Haggard,	Director of Finance
	Keith Miller,	Building Development Director
	Terry Franklin,	Chief of Police
	George Bormann,	Economic Development Director
	Jessica Robertson,	Business Support Manager
	Ben Spyres,	Computer Technician
	Chris Carter,	Senior Code Inspector
	Clint Smith,	IT Director
	Jamie Phillips,	Superintendent - Solid Waste
	Casey Rogers,	Crew Leader - Landfill
	Tucker Martens,	Lieutenant
	Chris Gilliam,	Code Enforcement
Others present:	Lynn Adams; Kimberly Bush; Robert Morris; Lenora Skelton; Taylor Smith; Others Unidentified	

1. **Meeting Called to Order**

Mayor Martens called the meeting to order. Meeting began at 6:00 p.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Presentation to Retiree Terry Deese

The City Manager presented retiree Terry Deese with a watch and thanked him for his service to the City. He wished him the best in his retirement.

4. Conduct Public Hearing for the Purpose of Receiving Questions and/or Comments on Proposed Budget for Fiscal Year 2023-2024

Mayor Martens opened the public hearing at 6:02 p.m. Robin gave a brief update concerning the budget. There were no additional comments and/or questions. The public hearing closed at 6:03 p.m.

5. Discuss and Consider Approval of Resolution 2023-04; Approving and Adopting the Budget for Fiscal Year 2023-2024

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2023-04. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

6. Discuss and Consider Approval of Staff's Request to Increase the Fiscal Year 2024 COLA Adjustment From 2% to 3%.

The City Manager advised that the workers' compensation invoice received was less than what was budgeted and he asked that the board consider increasing the COLA adjustment from 2% to 3%. Motion was made by Lowe, seconded by Peerson, for approval to increase the FY 24 COLA adjustment from 2% to 3%. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

7. Consent Agenda

a Consider Approval of Minutes of Regular Meeting of May 8, 2023, and Special Meeting of May 15, 2023

b Acknowledge Invoice Paid Report for May 2023

c Confirm Mayor's Reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2024

d Consider Approval of Agreement for Juvenile Court Between the City of Sallisaw and the Oklahoma District Court serving Sequoyah County, a/k/a Sequoyah County District Court

e Consider Approval of Renewal of Lease Agreement Between the City of Sallisaw and MU Nutrition Services, Inc.

f Consider approval of Agreement between the City of Sallisaw and Sallisaw Lumber Company

g Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Main Street

h Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Chamber of Commerce

i Consider Approval of Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation

j Consider Approval of Agreement for Funding Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County

k Consider Approval of Agreement with KI BOIS Community Action

l Consider Approval of Lease Agreement Between Paul Gambill II and the City of Sallisaw For Lease of Airport Hangar

m Consider Approval of Renewal of Agreement for Impoundment of Animals with the Town of Gans

n Consider Approval of Renewal of Agreement for Impoundment of Animals with the Town of Vian

o Consider Approval of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space

p Approval of Lease with Agreement to Remove Lime Waste Between the City of Sallisaw and Honeycutt Backhoe and Dozer, LLC d/ba Nathan Honeycutt

q Consider Approval of Resolutions for Lease Purchase Renewals; Resolution(s) 2023-05 through 2023-09

1 **One (1) 2022 International HX620 SBA 6X4 Chassis w/G&H Roll-Off Body; Serial No. 3HTPCAPT6NN406782**
(Payoff December 2024)

2 **One (1) 2018 Freightliner M2106 4-Door Cab & Chassis; VIN #1FVACXFC5JHJY4638, w/a Brush Hawg AWC-Model Grapple, Bed & Body; SN #1004254AWC**
(Payoff 08/2023)

3 **One (1) 2020 Altec DM47B-AWD Digger Derrick Truck; SN 1FVDCXFC3LHLB9384**
(Payoff 01/2025)

4 **One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN 3BPDL70X4LF105225**
(Payoff 11/2025)

5 **Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler**
(Payoff 11/2028)

Motion was made by Mendiola, seconded by Bailey, for approval of consent agenda. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

8. Consider any Item Removed from the Consent Agenda

None.

9. Discuss and Consider Approval of City Manager Contract for the Period July 1, 2023 to June 30, 2024

Motion was made by Lowe, seconded by Mendiola, for approval of City Manager Contract for July 1, 2023 to June 30, 2024. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

10. Consider Approval of Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw

a Resolution 2023-10; A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2023-10. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

b Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance

Motion was made by Mendiola, seconded by Bailey, for approval of Mutual Aid Agreement. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

11. Discuss and Consider Approval of Agreement Between the City of Sallisaw and the Independent School District No. I-001 of Sequoyah County, Oklahoma to Provide School Resource Officers for School Year 2023-2024

Motion was made by Mendiola, seconded by Bailey, for approval of agreement with the Independent School District No. 1-001 of Sequoyah County, Oklahoma. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

12. Consider Approval of FY 2023-24 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of $277,480.00, and Escrow Use Form for Workers' Compensation Insurance Renewal; Approval to use $50,000.00 of the Escrow Balance

Motion was made by Mendiola, seconded by Bailey, for approval of OMAG invoice in the amount of $277,480.00 and authorizing the use of $50,000.00 of the escrow balance. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

13. Discuss and Consider Approval of Resolution 2023-11; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority*

Motion was made by Lowe, seconded by Bailey, for approval of Resolution 2023-11. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0.

14. Discuss and Consider Approval of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport, Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw

Motion was made by Mendiola, seconded by Peerson, for approval of the Agreement to Provide Fixed Base Operator Services. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

15. Discuss and Consider Approval of Agreement for Brushy Lake Camp Host, Between the City of Sallisaw and Lahoma Jones, For the Period of July 1, 2023 to June 30, 2024.

Motion was made by Peerson, seconded by Bailey, for Approval of Agreement for Brushy Lake Camp Host. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

16. Conduct Public Hearing to Determine if the Property Located at 403 North Hickory St is a Public Nuisance; Case No. 05-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

Mayor Martens opening the public hearing at 6:18 p.m.. Chris Gilliam updated the board on the status. Mrs. Bush was present and stated that they had heard from the insurance company and would be demoing the property. There were no other comments. The public hearing closed at 6:20 p.m. Motion was made by Lowe, seconded by Peerson, to give property owners 30 days to abate the nuisance. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

17. Discuss and Consider Planning Commission Case No. PC 2023-002; Rezoning from Residence District (R-1) to Residence District (R-2) by Housing Authority of the Cherokee Nation of Oklahoma; and Ordinance 2023-06 with Emergency Clause

Chris Carter reviewed the item with Council. Motion was made by Bailey, seconded by Mendiola, for approval of Planning Commission Case No. PC 2023-002; Ordinance 2023-06. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Motion was made by Bailey, seconded by Mendiola for approval of the emergency clause. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

18. Discuss and Consider Approval of Planning Commission Case No. PC 2023-003, Replat of Sallisaw Feed Mill by Aviagen, Inc.

Motion was made by Mendiola, seconded by Bailey, for approval of the replat of Sallisaw Feed Mill. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

19. Possible Motion to Convene in Executive Session for the Purpose of Discussing Negotiations Concerning Employees and Representatives of Employee Groups, as Authorized by Title 25 O.S., § 307(B)(2)

Motion was made by Mendiola, seconded by Bailey, to move to executive session. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Executive session began at 6:24 p.m.

20. Possible Motion to Reconvene to Regular Session

Motion was made by Mendiola, seconded by Peerson, to reconvene in regular session. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0. Regular session reconvened at 6:43 p.m.

21. Possible Action or Direction Pursuant to Executive Session

Motion was made by Mendiola, seconded by Bailey, to approve the CBA (Collective Bargaining Agreement) with the FOP Lodge #148, as discussed in executive session. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

22. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff

George Bormann gave a brief update on economic development and grant activities.

23. Receive Update on Current and Future Projects; Possible Direction to Staff

Keith Miller gave an update on the status of current and future projects.

24. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff

Robin Haggard gave an update on the financial status of the City and the activities of the Finance Department.

25. Administrative Reports

Administrative reports from the City Manager. The IGA between the City of Sallisaw and Tahlequah Public Works Authority establishing the Oklahoma Municipal Utility Services Association (OMUSA) was approved by the Oklahoma Secretary of State. Still working on the AMI project with GRDA. The backbone feed project with Windstream is complete; it is up and operational.

26. Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 6:56 p.m.

Approved this **10th** day of July **2023**.

____
Ernie Martens, Mayor

ATTEST:

____
Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Resolution 2023-12, Master Fee Schedule

ITEM TITLE: Discuss and Consider Approval of Resolution 2023-12, A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees For The City of Sallisaw, and Superseding Previous Resolutions

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The attached resolution amends the Master Fee Schedule for the City of Sallisaw. For changes, please refer to the "Rate Change" column of the Master Fee Schedule.

EXHIBITS: 1. BOCC.MFS.City Resolution 2023.12

KEY ISSUES: Amendments to the Master Fee Schedule include:

- Adjustment of electric and water connection material cost to cost plus 12%.
- Adjustments to residential and commercial sanitation rates, including commercial dumpsters, roll-off setting, and Curbie pickup.
- Adjustments to various landfill tonnage rates. The most significant being the increase of our landfill tipping fee from $34.00 per ton to $50.00 per ton. This increase affects approximately 52% of our landfill tonnage (non-contract customers).
- Adjustments to residential and commercial water rates.
- Adjustments to residential and commercial sewer rates. Sewer rate charges are based on water usage during the months of November to March and are calculated on July 1 each year.

FUNDING SOURCE: N/A

RECOMMENDATION: Staff recommends approval of Resolution 2023-12, approving the amendments to the Master Fee Schedule

RESOLUTION 2023-12

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 August 1, 2023.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the **10th** day of **July 2023**.

CITY OF SALLISAW, OKLAHOMA
BOARD OF CITY COMMISSIONERS

By: ____
ERNIE MARTENS, Mayor

ATTEST:

____
Kim Jamison, City Clerk
(SEAL)

Exhibit A

CITY OF SALLISAW

MASTER FEE SCHEDULE

EFFECTIVE AUGUST 1, 2023

As adopted on JULY 10, 2023 by the

Board of City Commissioners

and the

Sallisaw Municipal Authority Board of Trustees

Master Fee Schedule Table of Contents

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) City Ordinances Website Link: https://library.municode.com/ok/sallisaw/codes/code_of_ordinances	$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: http://www.sallisawok.org/129/Budget-Information	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: http://www.sallisawok.org/131/Financial-Statements-Audits	NC		No charge. Current and past audits can be obtained on city web site.
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	**See applicable City Ordinance**		
Coin Operated Amusement (Due on or before January 1st each year)	$30.00		Per unit per year
Adult Business License Fee	$1,000.00		Per year
Transient Merchant/Itinerant Vendor License *Issued for a period not to exceed 14 days. *No more than one issuance every 90 days.	$25.00		Per Day, Per Location Ordinance 2021-12 Sallisaw Code: Chapter 22, Article V, Sections 22-131 thru 22-180.

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
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 (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.	$250.00		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: $8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2		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	$135.00		Each, must be paid before installation
Installation charge for materials, light and pole	$250.00		Each, must be paid before installation

Electric Connection Fees	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% (8% does not apply to commercial transformers) to cover portions of labor. Cost shall include all materials needed to complete connection.			
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	~~COST+8%~~	COST+12%	Each
Commercial Aerial	~~COST+8%~~	COST+12%	Each
Residential Underground	~~COST+8%~~	COST+12%	Each
Residential Aerial	~~COST+8%~~	COST+12%	Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	~~COST+8%~~	COST+12%	Each
Commercial Aerial	~~COST+8%~~	COST+12%	Each
Residential Underground	~~COST+8%~~	COST+12%	Each
Residential Aerial	~~COST+8%~~	COST+12%	Each
200-400 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	~~COST+8%~~	COST+12%	Each
Commercial Aerial	~~COST+8%~~	COST+12%	Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
400-1600 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	~~COST+8%~~	COST+12%	Each
Commercial Aerial	~~COST+8%~~	COST+12%	Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
Distributed Generation Application and Permit Fees			
Interconnecting A Generating Facility Application Fee	$300.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	$100.00		

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	~~$12.00~~	$16.00	First container
RSW-1, Residential Garbage per month	~~$6.00~~	$12.00	Each additional container
	-		
CSW-1, Commercial Garbage per month	~~$15.00~~	$20.00	First container
CSW-1, Commercial Garbage per month	~~$7.50~~	$15.00	Each additional container
Damaged Poly Cart	Cost +12%		Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	~~$340.00~~	$400.00	Per Setting, Prepaid
CSW-2, Dumpster Container	~~$4.00~~	5.25	Per Cubic Yard, adjusted for number of times per week dumpster 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
CY	$ 5.25	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	$ 22.75	$ 45.50	$ 68.25	$ 91.00	$ 113.75
2	2 Cubic Yards per month	$ 45.50	$ 91.00	$ 136.50	$ 182.00	$ 227.50
4	4 Cubic Yards per month	$ 91.00	$ 182.00	$ 273.00	$ 364.00	$ 455.00
6	6 Cubic Yards per month	$ 136.50	$ 273.00	$ 409.50	$ 546.00	$ 682.50
8	8 Cubic Yards per month	$ 182.00	$ 364.00	$ 546.00	$ 728.00	$ 910.00

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	~~$25.00~~	$32.00	"Curbie"
Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	~~$25.00 per load~~	$32.00 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~~	$32.00 plus $5.00 per additional CY over 10 CY	
Commercial Curbside Pickup	~~Minimum of $35.00 plus $5.00 per CY~~	Minimum of $45.00 plus $5.00 per CY	

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10)	~~$34.00~~	$50.00	Per ton
Minimum Charge	~~$25.00~~	$35.00	Per load
Non Hazardous Industrial Waste (NHIW -15)	~~$50.00~~	$60.00	Per ton
NHIW-Minimum Charge	~~$50.00~~	$60.00	Per load
Non-Friable Asbestos		$100.00	Per Ton
Contaminated Soil	~~$45.00~~	$50.00	Per ton
Contaminated Soil - Minimum Charge	~~$45.00~~	$50.00	Per load
Shingles		$45.00	Per ton
Shingles - Minimum Charge		$40.00	Per load
Shingle Pull Off, using dozer	~~$35.00~~	$45.00	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~~	$35.00	
Shredder Fluff (6)-No Contract	$34.00		Per ton
Shredder Fluff - Minimum Charge	~~$25.00~~	$30.00	
Chicken Waste (8)	$175.00		Per load
Chicken Waste - Minimum Charge	~~$25.00~~	$50.00	
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 and White Goods -- NO LONGEER ACCEPTED			

Water Services

Water Rates and Fees	Rate	Rate Change	Note
RW-1, Residential Water, effective August 1, 2023			
First 2, 000 gallons (minimum)	~~$21.50~~	$24.00	
Next 1,000 gallons	~~$2.45~~	$2.60	Per 1,000 gallons
Next 1,000 gallons	~~$2.46~~	$2.65	Per 1,000 gallons
Next 1,000 gallons	~~$2.47~~	$2.70	Per 1,000 gallons
6,001 to 12,000 gallons (+18%)	~~$2.89~~	$3.12	Per 1,000 gallons
Over 12,000 gallons (+25%)	~~$3.61~~	$3.89	Per 1,000 gallons

CW-1, Commercial Water, effective August 1, 2023			
First 2, 000 gallons (minimum)	~~$24.00~~	$26.50	
2,001 to 10,000 gallons	~~$2.75~~	$3.10	Per 1,000 gallons
10,001 to 18,000 gallons (+18%)	~~$3.25~~	$3.66	Per 1,000 gallons
Over 18,000 gallons (+25%)	~~$4.06~~	$4.57	Per 1,000 gallons

Water Service Tap Fees (All prices include tap and meter set)	**Rate**	**Rate Change**	**Note**
Section change 11/14/2022			
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% to cover portions of labor. Cost shall include all materials needed to complete connection.			
Three Quarter (3/4) inch water tap	~~COST+8%~~	COST+12%	Each
One (1) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Two(2) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Three (3) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Four (4) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Six (6) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Eight (8) Inch Water Tap	~~COST+8%~~	COST+12%	Each
Fire Line Tap 4x3 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 6x3 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 6x4 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 8x4 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 8x6 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 10x4 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 10x6 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 10x8 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 12x4 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 12x6 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 12x8 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 12x10 tap with valve	~~COST+8%~~	COST+12%	Each
Fire Line Tap 4x4 tap and valve (extension only)	~~COST+8%~~	COST+12%	Each
Fire Line Tap 6x6 tap and valve (extension only)	~~COST+8%~~	COST+12%	Each
Fire Line Tap 8x8 tap and valve (extension only)	~~COST+8%~~	COST+12%	Each
Fire Line Tap 10x10 tap and valve (extension only)	~~COST+8%~~	COST+12%	Each
Fire Line Tap 12x12 tap and valve (extension only)	~~COST+8%~~	COST+12%	Each

Bulk Water Sale Rates and Fees	**Rate**	**Rate Change**	**Note**
Bulk Tank Fill –No meter, up to 1,000 gallons	~~$30.00~~	$40.00	Minimum
Plus per 1,000 gallons	~~$7.00~~	$8.00	
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	~~$30.00~~	$45.00	Minimum each billing period
Plus per 1,000 gallons	~~$7.00~~	$8.00	
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 August 1, 2023			
(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~~	$18.00	Minimum
Next 1,000 gallons(3,000)	~~$1.50~~	$1.95	Per 1,000 gallons
Next 1,000 gallons (4,000)	~~$1.50~~	$1.95	Per 1,000 gallons
Next 1,000 gallons (5,000)	~~$1.50~~	$1.95	Per 1,000 gallons
Over 5,000 gallons	~~$1.50~~	$1.95	Per 1,000 gallons
CS-1, Commercial Sewer, effective August 1, 2023 (Based on actual water usage)			
First 2,000 gallons (minimum)	~~$17.00~~	$20.00	Minimum
Over 2,000 gallons	~~$2.25~~	$2.75	Per 1,000 gallons
Sewer Service Tap Fees	**Rate**	**Rate Change**	**Note**
Sanitary Sewer Tap Inspection Fee	~~$35.00~~	$40.00	Each tap. New or Replacement, Residential or Commercial.
Sanitary Sewer Tap Inspection Fee (Industrial)	~~$50.00~~	$60.00	Each tap
Private Sewage Disposal system Permit and Inspection Fee	~~$75.00~~	$100.00	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)	~~$35.00 per 24 hour period~~	$45.00 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 of $275.00 plus $45.00 per 24 hour period	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	$850.00		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		
Set up of Chairs and Gazebo on Weekends & Holidays	$100.00		

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	$1,500.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	$2,000.00		
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.	No Charge		5-day Permit
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. Includes neuter, spay, vaccination for each animal adopted.	$50.00		Each. Completed prior to animal leaving facility.
Adoption small animal, fowl or domestic bird	$20.00		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	$100.00		Per day plus actual cost of feed and other housing costs.
Boarding Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or deposits)	$10.00 regular size $25.00 large size animal		Per day per animal. Does not apply to dogs or cats being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)	$25.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	$50.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	$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)	$75.00		Per year
Permit for keeping small animals other than dog or cat	$25.00		Per year

Bee Keeper License (In zoned agriculture areas only)	$25.00		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, Pan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	$125.00 plus $.10 psf.		
Commercial Remodel	$125.00 plus $0.05 psf.		
Commercial Electrical, Mechanical and Plumbing Permit	$50.00 plus $.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	$125.00 plus $0.20 psf		
Residential Building Permit	$50.00 plus $.05 psf		
Residential Remodel	$50.00 plus $0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	$50.00 plus $0.15 psf		
Residential Electrical, Mechanical and Plumbing Permit	$40.00 plus $.03 psf		
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 2nd 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. *Allows dumping of sewage into sewer collection system at wastewater treatment plant.*	$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.		
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.	$125.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	$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)	$25.00		3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	$50.00		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.			

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.	$3,000.00		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) (Electric or Telecom)	$225.00		Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	$200.00		Per hour, 2 hour minimum charge
Digger Derrick	$175.00		Per hour, 2 hour minimum charge
Mini-Digger Derrick	$125.00		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
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	$25.00		Per hour
Brush Truck	$40.00		Per hour
Top Soil	$80.00		Per load
Telecom: Fiber Splice Trailer	$75.00		Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	$25.00		Per splice
Telecom: Splice Enclosure Replace Small	$50.00		Each
Telecom: Splice Enclosure Replace Large	$250.00		Each
Telecom: Fiber Optic Trunk -Fiber Replace	$0.50		Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	$0.20		Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.		
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 25% restocking fee		

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Naming of Street

ITEM TITLE: Discuss and Consider Approval of Local Banks Request to Name Street, Which is Currently Being Constructed Between No Name Street and Kerr Boulevard, Chapman Avenue

INITIATOR: Local Bank

STAFF INFORMATION SOURCE: Local Bank
Building Development Director

BACKGROUND: Local Bank is currently developing raw land to be utilized for their new banking facility. They are constructing a street to provide access between Kerr Blvd and No Name Street. They wish to name the street Chapman Avenue. This is in recognition of the bank owners.

EXHIBITS: 1. Local Bank - Street Naming Request

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Naming public road Chapman Avenue.

DATE REC'D
6/26/23
REC'D BY

Hulbert

P.O Box 660

Hulbert, OK 74441

Phone (918) 772-2572

Fax (918) 772-2831

Park Hill

P.O Box 660

Park Hill, OK 74451

Phone (918) 458-1223

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Tahlequah

125 East 1st

Tahlequah, OK 74464

Phone (918) 456-3900

Fax (918) 456-0432

To Whom It May Concern,

Local Bank of Sallisaw is excited to be the newest financial institution in Sallisaw. We look forward to providing Sallisaw and the surrounding area with exceptional customer service while helping families and businesses finance their dreams.

We are currently developing the raw land just south of Casey's Convenience Store. We are installing water, sewer, and have plans for a bank building at 100 South Kerr that we anticipate adding to the beauty of our town.

We are currently constructing a new street that would provide access between Kerr Blvd. and No Name Street. I would like to request that the street be named Chapman Avenue in recognition of our bank owners. Thank you for your consideration.

Respectfully,

Treye Girdner

Senior VP/Market President

Native American Owned

Community Development Financial Institution

Cherokee County's Bank

Member FDIC

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Surplus

ITEM TITLE: Discussion and Possible Action to Declare Real Property More Specifically Described as: Lot 2 Block 28 in the City of Sallisaw, Sequoyah County, Oklahoma, as Surplus; and Direct Staff to Solicit Sealed Bids for the Sale of Property

INITIATOR: Building Development Director

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: This 50' x 140' vacant lot was donated to the City in 2013 by Albert and Gearldean Sallee. The City does not have a need for this property. There has been interest in the property. General Location: 109 North Ash

EXHIBITS:
1. 109 ash (1)
2. 109 N Ash

KEY ISSUES: Bids will be required if the property is declared surplus.

FUNDING SOURCE: N/A

RECOMMENDATION: Staff recommends declaring property as surplus and directing staff to solicit sealed bids for the sale of property.

1 inch = 40 feet Created By Keith Miller on 7/6/2023 9:20:17 AM via DataScout OneMap

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Documentary Stamp Tax
Exemption No. 3202-U
Date 12/30/13 Purchase Price
Claimant Signature

I-2013-008315 Book 1326 Pg: 666
12/30/2013 1:13 pm Pg 0666-0666
Fee: $ 13.00 Doc: $ 0.00
Julie Haywood - Sequoyah County Clerk
State of Oklahoma

WARRANTY DEED

(Statutory Form - Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT ALBERT SALLEE AND GEARLDEAN SALLEE, AS HUSBAND AND WIFE

Parties of the first part, in consideration of the sum of TEN AND NO/100--------DOLLARS and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

THE CITY OF SALLISAW

Mailing Address: P.O Box 525 Sallisaw, OK 74955

Party of the second part, the following described real property and premises situated in SEQUOYAH County, State of OKLAHOMA, to wit:

LOT 2 BLOCK 28 IN THE CITY OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA.
LESS PUBLIC ROAD RIGHTS OF WAY AND SUBJECT TO EASEMENTS OF RECORD.

Together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, their heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 9th day of December, 2013.

Albert Sallee
ALBERT SALLEE

Gearldean Sallee
GEARLDEAN SALLEE

STATE OF **OKLAHOMA**)
) SS
COUNTY OF SEQUOYAH)

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 9 day of December, 2013 personally appeared ALBERT SALLEE AND GEARLDEAN SALLEE to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me he/she executed the same as his/her 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 above written.

My commission expires: 12-19-2014
My commission #: 02019267

Dianna Davis
Notary Public

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Donation of Property

ITEM TITLE: Discuss and Consider Acceptance of the Donation of Real Properties from Sequoyah County Board of County Commissioners; General Location: 501 Walnut Place and 503 Walnut Place

INITIATOR: Sequoyah County Board of County Commissioners

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: These properties have been declared as not marketable by the Sequoyah County Board of Commissioners. There intent is to sign these properties over to the City of Sallisaw. These properties are located to the west of the garage on Walnut Place, and north of the Parks/Sanitation yards. Acceptance of these two (2) properties will allow future expansion of yards used for city operations.

EXHIBITS:
1. Resolution 2023-18_County
2. 501-503 Walnut Pl.

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Acceptance of property donation.

RESOLUTION NO. 2023-18

Resolution for Declaration of Common Area Nuisance Properties

Whereas, the two properties described below were bid off in the name of Sequoyah County at the Resale on the 12th of June, 2023, due to the existence of liens and the condition and location of the properties. Sequoyah County believes that said properties would be of greater benefit to the City of Sallisaw. The property descriptions are as follows:

Lot 7 and a part of Lot 8, Block 6, Beginning at a point 10' South of the Northeast corner of Lot 8, South 6' Northwesterly to a point 10' South of the Northwest corner of Lot 8, N85 28E 143.88' to the point of beginning. Quesenbury 2, an addition to the City of Sallisaw. (item 21042)

Lot 8, Block 6 less a tract beginning at a point 10' South of the Northeast corner of Lot 8, South 6', thence Northwesterly to a point 10' South of the Northwest corner of Lot 8, N85 28E 143.88 to the point of beginning, and less the north 10' thereof. Quesenbury 2, an addition to the City of Sallisaw. (item 21043)

In accordance with Oklahoma Statutes Title 68 Section 3129, the Board of County Commissioners may declare certain properties as a common area nuisance if the property has been deemed unmarketable or unusable due to the existence of liens or due to environmental problems or conditions that exist on the property that would cost more to remedy than the fair market value as shown by the County Assessor.

Be it resolved by this board, in regular session on the 26th day of June, 2023, that the aforementioned properties are in fact common area nuisances as described in 68 OS 3129 and it is further stated that in the best interest of Sequoyah County said properties will be conveyed to the City of Sallisaw for their use and benefit.

Approved this 26th day of June, 2023 in Sallisaw, Oklahoma, during regular session.

____

Chairman

____

Member

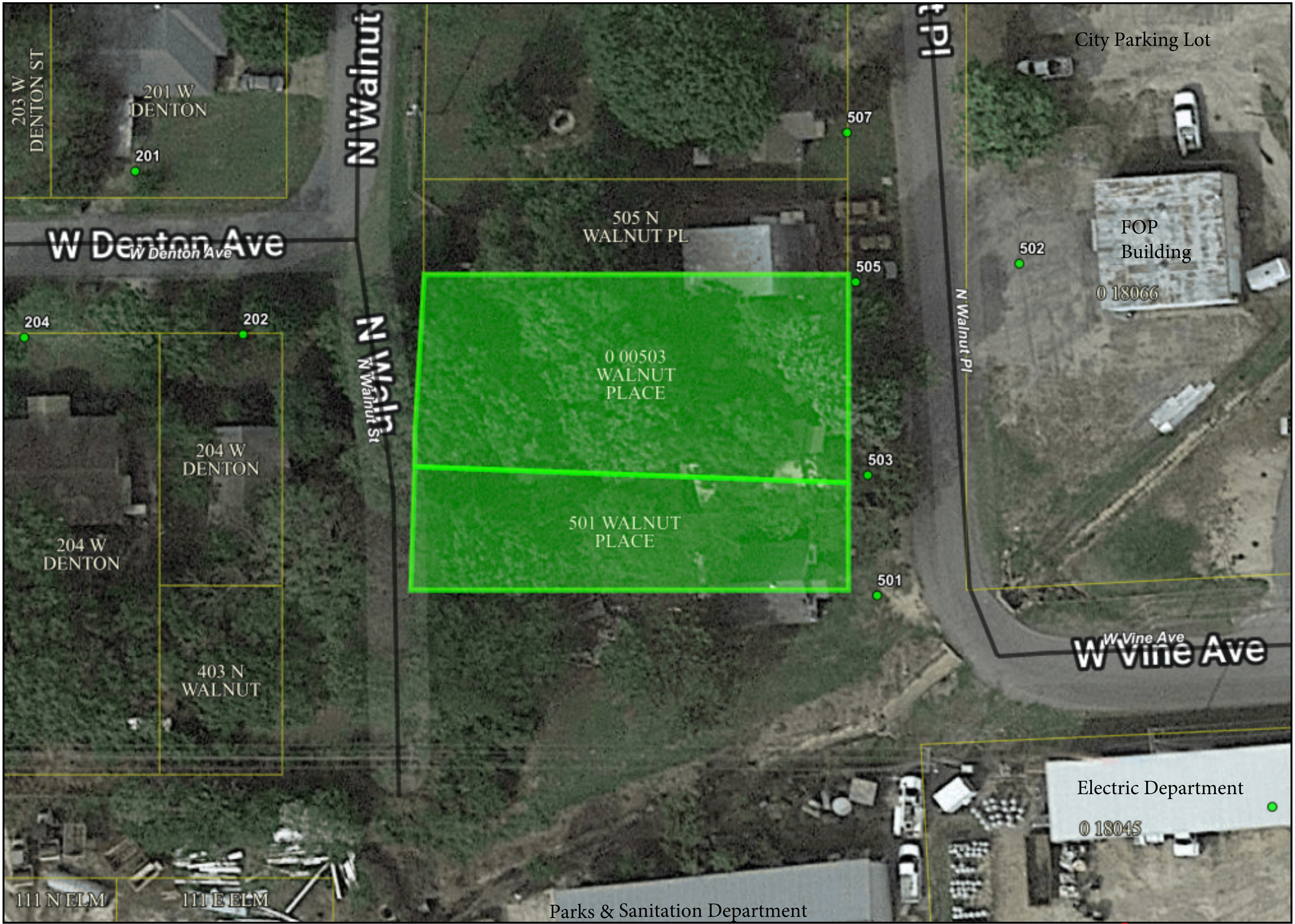
Ray Watts
____

Member

Julie Haywood DS
____

County Clerk

COUNTY CLERK SEQUOYAH COUNTY, OKLAHOMA



1 inch = 39 feet

Created By Keith Miller on 6/26/2023 11:35:02 AM via DataScout OneMap

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AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Change Order No. 1

ITEM TITLE: Discuss and Consider Change Order No. 1 in the Amount of $20,314.00 for the Sallisaw Police Department Exterior Improvements Project

INITIATOR: MGS Construction
Building Development Director

STAFF INFORMATION SOURCE: MGS Constructions
Risley and Associates Architects

BACKGROUND: During the demo of the SPD Exterior, MGS Construction discovered rusted metal studs and wood trim that needed to be replaced. They also discovered that the jail,on the west side, was dependent on the exterior foam board for insulation and the foam board would need to be replaced to add insulation value. On the east side of the building, the windows were not flashed for rain protection. The windows will need to be removed and flashing installed, then windows will be reinstalled. Change order will be available at time of meeting.

EXHIBITS:

KEY ISSUES: Foam board is needed for insulation, and flashing for rain protection so future damage can be avoided.

FUNDING SOURCE: Capital Improvement Fund 30. GL# 030-202-57707

RECOMMENDATION: Approval of change order #1 in the amount of $20,314.00

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	WTP Generator Repairs

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98403, Issued to Clifford Power of Tulsa, Oklahoma, *in an Amount Not to Exceed* $25,000.00 for Repairs to the Generator at the Water Treatment Plant

INITIATOR: Superintendent - WTP
Puchasing Agent
Superintendent - Equipment Services

STAFF INFORMATION SOURCE: Clifford Power

BACKGROUND: We were having issues with the generator at the Water Treatment Facility. The repairs needed were more technical in nature and Clifford Power was contacted. While on site, they identified that the generator breaker in the transfer switch was non-functional and they recommended a replacement. The quote is in the amount of $22,477.85. The amount not to exceed is for additional expenses that may occur.

EXHIBITS: 1. SERV_QTE-00029049 QTE

KEY ISSUES: The generator is a very important part of the plant operation. It must be operational.

FUNDING SOURCE: GL# - 010-701-54402 Equipment Maintenance

RECOMMENDATION: Approval of purchase order no. 98403 in an amount not to exceed $25,000.00.

Quotation

Original Call#: 23-18735

9310 E 46th St N
Tulsa, OK 74117

Quote #: SERV_QTE-00029049
Date: June 22, 2023
Valid Until: July 22, 2023
phone: (918) 836-0066
e-mail: Service-TUL@CliffordPower.com

Equipment Location:	**Bill To:**	**Payment Terms:**
CITY OF SALLISAW	CITY OF SALLISAW	Prepayment
CITY OF SALLISAW		
745 W EPPLER RD	745 W. EPPER LANE	
SALLISAW, OK 74955	SALLISAW, OK 74955	
Contact: TODD	**Phone:** 918-775-4123	**E-Mail:**

GENERATOR:

Manufacturer: CAT *Model Number:* LC6 *Serial Number:* G6B01966
kW: 500 *Description:* 500KW G6B01966

AUTOMATIC TRANSFER SWITCH:

Manufacturer: CUTTLER HAMMER *Volts-Phase-Amps:* *Serial Number:* 69B1005H01

Description of Proposed Work

While on-site for service call, technician found the generator breaker in the transfer switch was non-functional and recommends replacement.

Clifford Power recommends the following repairs:
Travel to site and disable generator system. Access transfer switch, remove and replace breaker assembly with new. Enable generator system and test complete system for proper operation. Lead time for replacement breaker currently 2-3 weeks from date of order due to items "build to order" status.

Please note: Utility power will need to be disconnected/shut-off to transfer switch for duration of transfer switch repairs. After hours quote can be provided upon request. x2 technicians are required to perform repairs due to scale of job, travel/mileage is quoted accordingly.

****All work to be performed during normal business hours (8am - 5pm) M - F.**
If requested after hours, overtime rates will apply. Sundays & Holidays, double time rates will apply.

Total Quoted Amount (less tax): $22,477.85

Please Note: Pricing Does Not Include any applicable taxes.

This is a good faith Estimate of Repairs.
Any concealed damage or additional work found necessary will be estimated separately.

Signature: ____________________ **Date:** ____________

Print Name: ____________________ **PO #:** ____________

Clifford Power Systems, Inc. is committed to be the preferred leader in the power generation industry.
We will fulfill this mission by providing our Customers with service above and beyond their expectations.

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	VM Hosts

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98383, Issued to Interworks of Stillwater, Oklahoma, *in an Amount Not to Exceed* $35,000.00 For the Purchase of Virtual Machine (Server) Equipment For City Hall

INITIATOR: IT Director
Finance Director

STAFF INFORMATION SOURCE: Interworks

BACKGROUND: Approval of this purchase order will allow the purchase of two (2) PowerEdge R550 and two (2) PowerSwitch S4128. These units will replace older units at City Hall that are classed as "end of life". The total purchase price is $31,928.94. The amount not to exceed is for any additional unforeseen expenses.

EXHIBITS: 1. 2023.06.22 - IWQQ27278-08

KEY ISSUES: Existing units must be replaced due to end of support and lack of repair parts.

FUNDING SOURCE: GF - #010-605-52225 - City Storage. $35,000.00 budgeted.

RECOMMENDATION: Approval of purchase order no. 98383 issued to Interworks in an amount not to exceed $35,000.00.

Solution Proposal

To: City of Sallisaw
115 E Choctaw
Sallisaw, OK 74955

QUOTE #: IWQQ25278-08 **REF #:** 192221 **Date:** 06/22/2023

Qty.	Item / Description	Unit Price	Extended Price
2	PowerEdge R550 Trusted Platform Module 2.0 V3 2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU (2) Intel® Xeon® Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666 Standard Heatsink for 2 CPU configuration (12) 16GB RDIMM, 3200MT/s, Dual Rank C1, No RAID for HDDs/SSDs (Mixed Drive Types Allowed) 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD Dual, Hot-Plug, Power Supply Fault Tolerant Redundant (1+1), 1100W MM (100-240Vac) Titanium, NAF (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America 2 CPU, 3x16 LP+ 1x8(x4 link) LP PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM iDRAC9, Enterprise 15G (2) Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile BOSS-S2 controller card + with 2 M.2 240GB (RAID 1), Hot-Plug VMware ESXi 7.0 U3 Embedded Image (License Not Included) ReadyRails Sliding Rails with Cable Management Arm ProSupport and 4Hr Mission Critical, 36 Month(s) 15 day lead time for shipping	$7,073.28	$14,146.56
2	PowerSwitch S4128 Dell EMC Switch S4128T-ON, 1U, 28 x 10Gbase-T, 2 x QSFP28, PSU to IO, 2 PSU,TAA OS10 Enterprise, S4128T-ON (2) Force10, Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13, S-Series Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 1 Meter 3 Years ProSupport and Mission Critical 4Hr Onsite Service 3 Years ProSupport OS10 Enterprise Software Support-Maintenance Lead Time 8 days for shipping	$8,891.19	$17,782.38
		Total:	**$31,928.94**

To accept this quotation, sign here and return:

Signature: ____________________ Date: ____________

Name (printed): ____________________ Title: ____________________

Ship to Address: ____________________ PO #: ____________
(If different than address listed above) (If required, please attach)

InterWorks, Inc. does not accept responsibility for defective parts or any additional labor caused by defective parts. Equipment and applicable freight will be billed upon receipt of equipment at the designated shipping address. Pricing does not include labor, unless shown specifically elsewhere in the proposal documents. Pricing does not include shipping, applicable state, city, or local sales tax, unless shown specifically elsewhere in the proposal documents. Payment terms are net balance due upon receipt of invoice. Standard return policy is set at 30-day period for returns on hardware, however InterWorks is subject to distributors return policies and are subject to change without prior notice. Standard Licensing return policy is 10-days within date of order and is subject to change without prior notice. We do strive to honor quotes for 30 days, but product availability and pricing is subject to change by our vendors. Any product or price changes will be communicated with best effort at the time of order processing.

Thank You For Your Business!

1425 S Sangre Rd, Stillwater, OK 74074
Main Office Number 405.624.3214 Fax 405.533.1039

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Purchasing Manual

ITEM TITLE: Discuss and Consider Approval of Administrative Policy 2.004.00, Revision 4, City of Sallisaw Purchasing Manual

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Purchasing Manual

BACKGROUND: This update to our purchasing policy notes changes to state bidding laws for public improvements, as well as needed changes to city operations.

EXHIBITS: 1. 2.004.00 Purchasing Manual.Rev4 DRAFT

KEY ISSUES:

- Modifies the definition and cost limits for bidding public improvement projects. Cost requirements for bidding all projects that meet the definition of "Public Improvements" has increased to $100,000.00 All public improvements of $100,000 or greater must follow the requirements of Title 61.O.S.102.
- The policy adds a section allowing a Local Bid Preference. This will allow the city to award public improvement bids to local contractors provided all items noted in Title 61.O.S. Section 103(B) are met. Language required for bid documents has been added to the Competitive Bidding Checklist.
- The requirement to submit bids within a 96 hour time frame has been removed from state law.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval

CITY OF SALLISAW ADMINISTRATIVE POLICY	**Policy Number:**	2.004.00	**Revision**	~~3~~4
	Effective Date	July 10, 2023		
Subject:	City of Sallisaw Purchasing Manual			
Department(s):	All Departments			

CITY OF SALLISAW PURCHASING MANUAL

Table of Contents

Purpose
The purpose of this policy is to establish procedures for the procurement of materials, supplies, equipment, vehicles, and services using the purchase order process or by purchasing with a city issued Purchasing Card. This policy also provides procedures for documentation of employee travel.

This policy shall be referenced to and known as the *City of Sallisaw Purchasing Manual*. If any item in this policy conflicts with any adopted ordinance of the City of Sallisaw, or Oklahoma law, the adopted ordinance and law shall be followed.

Background

Municipal operating costs are affected by the manner in which equipment, materials, supplies, and professional and other services are purchased. The purchasing policies for the City of Sallisaw contain guidelines needed to ensure that public funds used to purchase materials and services are used in a manner that is both uniform and economical.

Definitions:

1. **Purchase Requisition**. Document that identifies the needs of a department and requests approval to purchase the items listed.
2. **Purchase Order**. Binding document that assures vendors that the City of Sallisaw will encumber funding and pay invoices for the purchase of items listed on the Purchase Order, once the vendor fills the requested order.
3. **Employee**. As used in this policy, employee means the City Manager, head of a department, or any other person employed by the City. This definition also includes compensated and non-compensated board and commission members and appointed and elected officials.
4. **Purchasing Agent (PA)**. Employee of the City responsible for assisting departments in the purchasing of equipment, materials, services and supplies. Monitors purchasing activities, approves purchases, reconciles receipts, and processes invoices for payment.
5. **Purchasing Card (PCard)**. A city issued credit card that gives city employees immediate access to purchasing privileges within set limits.
6. **Emergency Purchase**. The immediate need to purchase repair materials, equipment or services needed to handle emergency conditions. An emergency condition is a situation where there exists a threat to life, property, public health or public safety, or when there is a need for immediate purchase to prevent loss of, or further damage to, property maintained by the City.
7. **Public Improvements**. Title 61 O.S. Section 102.5 defines public improvements as “any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to a public agency, intended to enhance its value, beauty or utility or to adapt it to new or future purposes. The term does not include the direct purchase of materials, equipment or supplies by a public agency or

any personal property as defined in subsection B of Section 430.1 of Title 62 of the Oklahoma Statues."

8. Public Construction Contract. Means any contract, exceeding One Hundred Thousand Dollars ($100,000.00) in amount, or any construction management trade contracts or subcontracts exceeding Fifty Thousand Dollars ($50,000.00) in amount, awarded by any public agency for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on the same. (Title 61.OS.102)

~~8.~~9. **Capital Asset**. For the City of Sallisaw, a capital asset is defined as an item with a cost exceeding $5,000 and a useful life of three (3) years.

~~9.~~10. **Local Dealer/Local Vendor**. A local dealer/vendor is defined as a business located within the city limits of Sallisaw.

Section I –Tax Exemption of City

The City of Sallisaw, being a government agency, is exempt from all Oklahoma local and state sales tax. If needed, the Purchasing Agent can provide a copy of the exemption certificate issued by the State of Oklahoma Tax Commission. *It shall be the responsibility of all employees purchasing goods and services for the City to convey to the vendor that the City of Sallisaw is exempt from sales tax using the guidelines below*.

1. Purchases made by the City of Sallisaw or any of its public trusts, in the State of Oklahoma, are exempt from sales tax.
2. Materials and supplies shipped to the City of Sallisaw or any of its public trusts, from inside or outside of the State of Oklahoma, are exempt from sales tax.
3. If employees of the City travel out of state to purchase materials and supplies, sales tax of that state may be charged on the purchase. If possible, items required from out of state should be shipped to the City.
4. Materials and supplies for capital projects contracted by the City of Sallisaw are sales tax exempt.
    a. Note that materials purchased for construction projects contracted by a Public Trust of the City are exempt from sales tax only if the items are purchased by and invoiced to the Public Trust. Contractors cannot purchase materials for a Public Trust project on a tax-exempt basis. This applies to all Public Trusts of the City. (OK Tax Commission Trust Authority Transactions, 710:65-13-550)
5. If employees travel within the State of Oklahoma, hotel stays are exempt from sales tax. Employee is responsible for presenting the sales tax-exempt form and ensuring sales tax is not charged for rooms. In some instances, the City may not be exempt from certain taxes such as hotel/motel or tourism taxes.

Section II –Purchasing Materials and Services, General Guidelines

The department head, or their designee, is responsible for purchasing goods and services needed in the daily operations of their department. All employees of the City who purchase materials or services for the City must have knowledge of the City's purchasing process and abide by the policies set for purchasing goods and services.

1. Rule of thumb: A purchase order number is **required prior to** actually placing an order for goods or services unless a PCard is being used. PCard use must fall within the allowed guidelines and spending limits.
2. Purchase Requisition. A purchase requisition form shall be used as the starting point to obtain a PO number. A purchase requisition provides information to the Purchasing Agent concerning the needs of the departments of the city. It identifies the vendor, items or services needed, quantity needed, cost and the budget line item that will be used to purchase the items.
3. Purchase Orders. A purchase order number is used to inform the vendor that the requested purchase has been approved by the City and that funds for the purchase have been encumbered. Once the purchase order is issued to the vendor, the purchase order becomes binding unless both the vendor and the City mutually agree to cancel the order.
4. Purchasing Cards (PCard). To facilitate the purchase of *routinely needed supplies, materials and repair parts*, departments may be assigned a purchasing card (PCard). Each card is assigned limits based on the activity of the department. Refer to Section IV of this policy for PCard guidelines and requirements.
    a. If a PCard is used to purchase routinely needed materials and supplies, an employee *may spend up to the single transaction limit of the PCard*. A requisition will not be required unless the amount exceeds the single transaction limit of the PCard, or the items purchased are not considered routine needs of the department.
    b. Maximum card **limits will be approved by the Director of Finance.** One time increases in transaction limits must be approved by the Director of Finance or their designee.
5. **When is a purchase requisition required?** A purchase requisition must be completed for any purchase over $1,500. This includes purchases made with a PCard.
    a. *Employees must properly plan PCard purchases so requisitions are approved before the transaction. Employees must document the purchase(s) on appropriate PCard forms.*
    b. All purchases not made with a PCard require an approved purchase requisition.
    c. All purchases under $1,500, and made locally within the city limits, do not require a requisition, or prior approval, but may require the issuance of a Purchase Order. The department supervisor is responsible for these purchases and must ensure they are for daily, routinely needed supplies, maintenance items and small tools. Purchases not made locally will require a requisition.

6. **When is a Purchase Order Number Required?** A PO number is required for all purchases that require a requisition document to be completed, *unless the purchase has been made with a city issued Purchasing Card*. The PA will be responsible for all issuance of purchase order numbers. The PA will ensure all requirements are met before the PO number is issued.

   a. Department heads are responsible for completing the necessary requisitions requesting purchase order numbers for items to be purchased. The requisition must be forwarded to the PA and approved before the materials and services can be purchased.

   b. Amendments to purchase orders shall have prior approval of the PA. Although it is hard to determine exact costs for certain items such as equipment or vehicle repair, amendments to purchase orders shall be kept to a minimum unless circumstances dictate otherwise. If the requestor of the purchase order is unsure as to the cost, the PA shall attempt to encumber sufficient funds to cover the materials, supplies or services.

   c. ***The PA is not authorized to issue Purchase Order numbers for purchases of $20,000 or greater (PURCHASING LIMIT) unless specifically exempted by the Sallisaw City Code of Ordinances, Section 2-242.*** *These purchases must have prior approval of the Board of City Commissioners (BOCC) before the purchase is authorized. The requesting department head is responsible for submitting requests of this nature to the PA. The PA will be responsible for placing the purchase item on the BOCC agenda for approval and subsequent processing.*

   d. ***Purchase orders for materials, supplies and equipment, issued in amounts between $12,000 up to $19,999.99,*** *must be approved by the Director of Finance or their designee, unless purchase is exempt from the purchase order process. (See Section II.8 below)*

7. Receipt of Items Purchased.

   a. Upon receipt of items ordered, the department head is responsible for collecting all shipping tickets and forwarding them to the PA for processing. The department head is responsible for ensuring all items listed on the shipping tickets are actually received.

   b. All shipping tickets must be signed, and signatures must be legible. All shipping tickets, invoices or statements related to the purchase must be coded with the date received, department number and the appropriate general ledger account number if known.

8. Purchases Exempt from Purchase Order Process. Certain types of purchases will be exempt from the purchase order process, even though they may still be processed with a purchase order. These items include but are not limited to:

   - Payroll checks
   - Payroll taxes
   - Payroll deductions
   - Debt Service P & I payments
   - Utility Payments (gas, electric, water, etc…)
   - Telephone service payments
   - Contract Services

- Utility refund of credit balances
- Budgeted Transfers from fund to fund.
- Utility Deposit Refunds

9. Approval of Bulk Quantities. If certain items needed on a routine basis exceed the $20,000 purchase limit, these items may be approved for routine purchase by obtaining approval from the Governing Body. Examples of these types of items include fuel and water treatment chemicals. Approval of these items must be noted in the minutes of the meeting. Approval shall not extend beyond June 30 of the current fiscal year.
10. Yearly Quotations. For materials and services purchased routinely on a year-to-year basis, the department head and PA may request written quotations that will guarantee pricing for the City for long periods of time. Quotations must not extend past June 30 of each fiscal year. Examples of these types of purchases include clothing, uniforms, chemicals, tires, conduit, electrical conductor, transformer repair, hourly rate for heat and air repair, exterminating services.
11. Emergency Purchases. The City Manager shall have the authority to approve emergency purchases as needed to complete tasks associated with utility outages, restoration of utility services and the repair of equipment needed to operate, maintain, or restore utility services. Emergency purchases may be due to equipment failure and inoperability, storms, or other emergency conditions. (Sallisaw City Code, Section 2-242).
    c. **Emergency purchases or services exceeding $5,000.00 shall have prior approval, written or verbal, by the City Manager or his designee**. If the purchase equals or exceeds the **Purchasing Limit**~~$20,000~~, the purchase must be ratified at the next meeting of the Board of City Commissioners.
    d. The department supervisor will be responsible for seeing all emergency purchases are documented and forwarded to the Purchasing Agent within 24 hours of the purchase.

Section III-- Requirements for Written Quotations

A. When performing everyday routine tasks required for the operation of the city, it is not always feasible to seek quotations from different vendors when purchasing materials and supplies. However, every effort should be used to obtain the best possible pricing for materials and supplies, especially when not being purchased locally. As with purchasing any type of materials and supplies, you must consider the requirements of the task(s) or projects to complete, timing of the tasks and projects and the availability and quality of the supplies and materials needed.

B. **To ensure the best possible pricing, these guidelines are provided for the PA and the department supervisors when purchasing items over $5,000. For purchases of $5,000 or more, a minimum of three (3) written quotations or proof of pricing should be obtained when feasible**.

C. The PA will assist the department head in obtaining these quotations as needed. At times a simple specifications sheet may be required to obtain the written quotations. Quotations must be in writing, submitted on letterhead of the vendor (or otherwise identifiable), and must be attached to the requisition document. In lieu of written quotations, the City may utilize State of Oklahoma, Federal and other national purchasing contracts.

D. *If the PA feels quotations are needed, but quotations cannot be obtained, the department head and PA must document the reason. Reasons may be because the item is a specialty product, supplied by limited vendors, or otherwise just not practical to obtain. Favoritism to certain vendors and products is not a valid reason to not obtain written quotations. If a particular brand of products has shown not to be reliable, the PA should note that on the requisition.*

E. **Purchase of Electric Transformers for Commercial or Industrial Business**. The City of Sallisaw/Sallisaw Municipal Authority currently requires commercial and industrial customers to purchase their transformers for new construction or services. If the cost of a transformer exceeds the **Purchasing Limit**, or ~~a transformer, with a cost of $20,000 or greater,~~ is being purchased for a commercial or industrial business, and the cost of that transformer has been paid to the city or guaranteed by the issuance of a purchase order from the company, then the transformer may be purchased without approval of the BOCC or the SMA Board of Trustees. (Sallisaw City Code, Section 2-242).

F. Under certain situations quotations may not be feasible, or not needed, due to equipment already in place and operational. Examples are:

1. Standardization: Materials and services needed to maintain standardization of equipment, chemicals, electronic devices, computer networks, etc., put in place due to the completion of certain projects in the City.

   a. Example: The water treatment plant currently has equipment installed by various vendors. To maintain standardization those vendors may continue to be used. If a change is required, then the written quotations requirement would apply and be required if the costs exceed the limits noted above.

   b. Example: The City has currently standardized its computer network by using a certain brand of computer products where applicable. If the City purchases computer network items outside of the vendor, then the written quotations requirement would apply and be required if the costs exceed the limits noted above.

2. Equipment Repair. To expedite the repair of equipment needed to maintain services, written quotations may be waived.

3. Professional Services. To maintain continuity with past projects of the City, certain professional services obtained by the city may be exempted from written quotations. Examples include engineering and architect services, audit services and financial services. These exemptions will require the approval of the City Manager.

Section IV – Use of City of Sallisaw Purchasing Card (PCard)

A. Program Administrator. The Purchasing Agent (PA) is designated as the administrator of the purchasing card program. The PA will be responsible for issuing cards to employees, answering questions, resolving problems, reconciling statements with receipts, processing payments and seeing all purchases follow all approved purchasing policies.

B. Use of the Purchasing Card. To facilitate the purchase of routinely needed supplies, materials and repair parts, certain department heads and other personnel may be assigned a purchasing card (PCard). *The PCard is not intended to be used to avoid or bypass other purchasing requirements in place*.

1. Each PCard will be issued in the name of a specific individual. All purchases made on the card are the responsibility of the individual. The card user is responsible for the security of the card and the transactions made with it. ***Inappropriate use of a city issued PCard may be cause for disciplinary action against the employee up to and including termination of employment.***
2. Each cardholder is required to sign an agreement between the card holder and the City. This agreement shall affirm that the cardholder has read and understands the policy and procedures for proper use of the Purchasing Card.
3. The only person authorized to use the PCard is the cardholder. The card is to be used for City of Sallisaw business purposes only. *Under no circumstances should an employee give their card to another employee or person to make a purchase*.
4. The PCard may be used at any vendor or service provider that accepts credit cards.
5. The PCard may be used for in-store purchases, mail, telephone, fax or email orders.
6. The PCard may be used to purchase supplies and services up to the transaction amounts approved for. Once transaction limits are met for the day or month, the card is locked and cannot be used for further transactions unless approved by the purchasing card program administrator.
7. Upon an employee's transfer or termination of employment, the purchasing card must be returned to the PA.
8. If a purchasing card is lost or stolen, the employee must notify the PA immediately.
9. All receipts for the use of a purchasing card must be returned to the PA within 72 hours of purchase. The PCard billing cycle will close on the 20^{th} of each month. All tickets for the preceding 30 days must be returned to Purchasing by the 21^{st} of each month.
10. Other Use of the PCard: The PCard may also be used by employees on business trips outside the city. The card may be used for fuel, hotel costs, meals, meeting registrations; airline tickets, vehicle rental, toll fees, etc., provided the business trip is pre-approved. In addition to the requirements of all purchasing policies, policies related to business travel shall also apply to the use of the PCard.

C. Purchasing Card Limits. All purchasing cards will have spending limits placed on them. These limits may vary for each cardholder based on their department responsibilities, types of items needed and other daily needs of the department. These limits may be adjusted as needed based on the recommendation of the department head and the activities of the department. All card limits will be set by the Director of Finance. Any increases to the card limits for one-time purchases, must be approved by the Director of Finance.

1. Minimum limits of each card shall be set as follows:
    a. Single transaction limit: Maximum of $1,500 dependent on the card holder and department.
    b. Monthly transaction limit: Maximum of $5,000.
2. Any use of a P-Card exceeding the single transaction limit must be justified with a requisition document and follow the guidelines of this policy. **The requisition must be pre-approved before the P-Card can be used**.

D. Examples of items that MAY be purchased using a PCard:

1. Routine supplies required for daily operations (i.e. screws, bolts, wood, small orders of concrete, tires, vehicle/equipment repair parts and maintenance supplies, small tools, specialty fuel, weed killer, light bulbs, jail food items, office supplies, etc…).
2. Travel expenses for approved travel (hotel, fuel, meals, etc...).
3. Seminar or workshop registration fees.
4. Purchase of educational and training materials such as books or instruction manuals.
5. Work clothing including uniform items provided amounts have been approved in the budget.
6. Computer supplies.
7. Professional memberships.
8. Purchase of non-routine items only if the items are included in the department budget and the required requisition is approved.

E. Examples of items that MAY NOT be purchased using a PCard:

1. Items for personal use.
2. Alcohol and tobacco purchases.
3. Entertainment.
4. Single transactions exceeding the dollar limits of the card.
5. Purchase of items that otherwise require the issuance of a purchase order.
6. Purchase of items not considered routine needs of the department.
7. Dividing an order to circumvent the purchasing procedures.
8. Cash advancements from ATM or other site.
9. Purchase of promotional items related to the city. These items must be ordered directly by the city purchasing agent. Items may be ordered using a PCard providing the purchase is approved by the PA.
10. Purchase of gift cards, unless purchased for an approved event and approved by the PA.

11. Purchase of electronic equipment such as cameras, GPS units, televisions and computers, unless the purchase is made by the Computer Network Administrator working with the PA.

F. Receipt of Items. For items ordered with a PCard and shipped to the city, all related shipping documents shall be forwarded to the PA upon receipt.

G. Card Security. Employees issued Purchasing Cards shall keep their cards secure.

1. Do not lend your card to other employees.
2. Guard your PCard account number closely. Do not write number or post in any area accessible by others.
3. When using the card over the internet, ensure the website is secure. Look for an icon in the shape of a padlock
4. If the card is lost or stolen, report it to the PA or the finance department immediately.

Section V – Purchase of Capital Items

For the purpose of fixed asset tracking, Capital Assets exceeding $5,000 and having a useful life greater than three (3) years must be recorded as a fixed asset. Asset information shall be forwarded to the Director of Finance for asset recording purposes.

When purchasing vehicles, equipment or materials, the City may issue a Request for Quotes (RFQ).

~~When purchasing capital type items for the City, the City may utilize the guidelines of the Oklahoma Competitive Bidding statutes when it is deemed beneficial to the City. All purchases of capital type items must be coordinated though the City's Purchasing Agent~~.

~~*Vehicles or equipment purchased for a public trust of the City must follow the applicable bidding laws of the State of Oklahoma related to public trusts.*~~

A. Purchase of Vehicles

1. *All purchases of vehicles, new or used, must have the approval of the Board of City Commissioners*.
2. Purchase of new vehicles requires a minimum of three (3) written quotations from three different vendors. *Quotations may be waived if the vehicles are being purchased off of the Oklahoma State Purchasing Contracts*. For the quotations to be accepted, the quotations must be for the same type of vehicle with size and other specifications being as close as possible. Vehicle package codes may be used if available. For example, if you bid a pickup with a V8 motor, all quotations must be for a pickup with a V8 motor. Specialized vehicles may be exempted from this requirement if only one vendor can supply the vehicle.
3. *Donated vehicles or vehicles obtained by forfeiture must have prior approval of the City Manager* before the vehicle is added to the fleet. If donated or forfeited vehicles are not added to the active city fleet, they may be stored until the city can sell in an auction or otherwise dispose of.

4. *Local Preference Allowance.* For the purchase of new vehicles, a local purchasing preference of 3%, not to exceed $1,000, shall be allowed for local dealers. If a local dealer's vehicle bid is not the lowest bid, but within this allowance, the PA may recommend the local dealer's bid for purchase.

B. Purchase of Mobile Equipment

1. New or used mobile equipment (equipment having its own engine and/or drive train), with a cost greater than the **Purchasing Limit**, ~~*purchased* at a cost of $20,000 or greater~~ must have prior approval of the governing body.

2. Purchases less than the **Purchasing Limit** ~~$20,000~~ shall be approved by the City Manager and also have funds allocated, or identified, for purchase. The purchase of new mobile equipment will require three (3) written quotes when feasible and must be provided before the purchase will be considered for approval.

3. Mobile equipment acquired by *donation, forfeiture or other means other than direct purchase,* must have prior written approval of the City Manager before possession is taken.

4. If equipment is considered "*SPECIALTY EQUIPMENT*" and is only obtainable from a single vendor, the three-quote rule may be waived with proper justification and documentation.

5. *Local Preference Allowance.* For the purchase of new mobile equipment, a local purchasing preference of 3%, not to exceed $1,000, shall be allowed for local dealers. If a local dealer's equipment bid is not the lowest bid, but within this allowance, the PA may recommend the local dealer's bid for purchase. Examples of equipment this would apply to are riding lawnmowers, tractors and earth-moving equipment. Equipment must have its own motor and drive train.

Section VI – Bidding Requirements For Public Construction Contracts

A. Bidding Requirements of City Governments and Public Trusts. All public construction contracts over $100,000~~50,000~~ (unless otherwise specified in the State of Oklahoma Statutes) must follow the bidding requirements of Title 61 O.S. Section 101 et seq. All public construction contracts must be awarded in accordance with all procedures of Title 61. If this policy conflicts with Title 61, or other state law requirements for bidding, then the state law(s) shall be followed. Always review Title 61 prior to bidding projects.

~~B. The City is not required to bid equipment, vehicles, or professional services. but may choose to if it would benefit the city. In lieu of a bid document, the City may issue a Request for Quotes, Request for Proposal or Request for Information.~~

~~C. Bidding Requirements of Public Trusts.~~

~~Public Trusts of the city must follow 60 O.S. Section 176(h) for public contracts for construction, labor, equipment, materials, or repairs in excess of $50,000. If an item is bid, it must follow the guidelines of 61 O.S. Section 101 et seq. as well.~~

B. Change Orders. Change orders for public improvement contracts shall follow the guidance of Title 61 O.S. Section 121.

~~D.~~C. *Local Preference Allowance.* For the awarding of public construction contracts, the city may award based on local bid preference. The bid preference must not exceed 5% and must follow the requirements of 61 O.S. Section 103 (B).

Section VII - Payment of Invoices

A. This section follows the requirements of the Sallisaw Code of City Ordinances, Section 2-243.

B. Unless otherwise noted in this section, all invoices submitted for payment shall be attached to a signed and completed purchase order. The payment package shall contain the purchase order, detailed invoices, necessary signatures, shipping documents and required affidavits indicating that all services or materials noted on the purchase order have been received. This is required before payment to the vendor can be authorized. The invoice submitted shall be itemized and represent services or materials that have been delivered to the city.

C. Non-collusion Affidavit. If the amount of any single invoice is $25,000 or more, a Non-collusion affidavit must be completed and attached to the invoice before payment can be approved. (62 O.S. 310.9)

D. Invoice Payment. Vendor invoices may be paid at any time provided the invoices are presented and approved as follows.

1. The Finance Department and the Accounts Payable Clerk will be responsible for determining when invoices should be paid.
2. Unless otherwise negotiated between the City and the vendor or contractor, invoices will only be paid after receipt and acceptance of all material, equipment or services noted on the purchase order.
3. Payment of invoices related to partially filled purchase orders (partial payments) are allowed on the condition the vendor/contractor has supplied the tangible goods or accomplished the services to the satisfaction of the City and invoice is related only to those goods and services that have been received.
4. When invoices are determined as due and payable, the AP clerk will prepare an AP payment report showing the vendor, the invoices and invoice amounts to be paid. To proceed with processing invoices for payment, the report will require the signature/approval of the Director of Finance.
5. If the AP payment report contains any single invoice equal to or exceeding $20,000, then the signature of the City Manager shall also be required.
6. Upon approval, the AP clerk will verify checking account balances to ensure sufficient funds are available for payment of all invoices. Once verified, the AP clerk shall prepare checks and forward them to the City Treasurer for signature and approval. Once approved by the City Treasurer, the checks will be returned to the AP clerk to complete the processing and mailing.

7. After payment, the AP clerk shall prepare a check register listing all checks that were printed. This report along with other supporting reports generated for the check run shall be filed.
8. Payments to vendors via on-line bank transfers or other electronic means shall be allowed. If on-line bank payments are utilized, the AP clerk shall note the invoices on the AP report and payments shall be recorded in the ledgers.
9. At the end of each month, the AP clerk shall prepare a cumulative check register detailing all checks issued for the month through the AP system. The report shall be filed and a copy shall be forwarded to the City Manager and City Clerk. This report may be in electronic form.
10. Purchase Orders issued for architect or engineer services, contractor services or for the supply of construction materials will require a signed affidavit as required under Title 62 of the Oklahoma Statutes, Section 310.9.

Section VIII - Becoming a Vendor of the City

Vendors who wish to do business with the City of Sallisaw are required to register their company information with the City. Vendors may contact the Purchasing Agent for registration. Each vendor must submit a W-9 form as required by the Internal Revenue Service.

All vendors who wish to do business with the City are required to notify the Purchasing Agent if they wish to speak to various department heads concerning purchasing of their materials. The vendor shall also notify the Purchasing Agent on each subsequent visit to the City. Department heads shall not order materials from vendors who have not registered with the City.

Section IX – Travel of City Employees and Other Business-Related Expenses

Employees are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable and should be avoided.

Persons performing official travel, as authorized by the City Manager or their department heads, are responsible for the preparation and submission of their travel request. While traveling, the employee should obtain appropriate receipts for all applicable charges and keep a personal record of miscellaneous expenditures chargeable to the state, noting each item as the expense is incurred.

The employee is ultimately responsible for ensuring travel arrangements are in accordance with this policy. Employees of the City who travel overnight for City approved meetings or training events shall complete the required travel requests prior to registration or travel to the event. While traveling to events, the employee shall be allowed use of a City Purchasing Card for approved expenses. These expenses may include registration, air or ground travel, vehicle rental, hotel and meals. Employees shall follow the policy items related to proper use of a City Purchasing Card, as outlined in this policy.

1. **Compliance Auditing**. The Purchasing Agent shall be responsible for compliance verification of all travel expenses submitted by employees.

2. **Travel Requests Requiring Overnight Stays**. Employees shall complete the appropriate travel request form prior to registration for event or travel. Employees must clearly state the purpose and dates of travel on the travel request form. The request form shall be forwarded to the Purchasing Agent, who shall approve based on the available budget. The Purchasing Agent shall then forward to the City Manager, or his designee, for final approval of the overnight travel. Upon approval, employees may register for the event and reserve hotel rooms.

3. While traveling to and from the event, the employee is responsible for documenting all expenses and use of the City Purchasing Card. Once the employee returns, they shall reconcile all expenses with required documentation and forward all items to the Purchasing Agent. All submitted expenses are subject to audit by the Finance Department.

4. **Approved Travel Expenses**. While traveling to events, the following expenses shall be allowed. Expenses not noted below may be allowed if approved in the travel requests.

   a. Registration.

   b. Transportation. Includes air, city vehicle (includes fuel), taxi, Uber, tolls, parking fees, rental vehicle if applicable and approved.

   c. Use of employee personal vehicle. Employees must complete request for mileage reimbursement. Mileage may be advanced to the employee. All personal vehicles must be insured. Only the owner of the vehicle (employee) will be reimbursed.

   d. Baggage handling.

   e. Hotel or other lodging.

   f. Meals.

   g. Internet.

   h. Clothes laundering (if trip exceeds five (5) consecutive days).

5. **Hotel Stays**.

   a. When available and allowed, employees shall utilize government rates for hotel stays.

   b. Employees attending meetings conferences, in or out of state, may utilize the host hotel and rates associated with the event. If the host hotel is not available, the employee may choose other hotels adjacent to the event, provided the rates are comparable to the host hotel rates.

   c. Employees attending business events with no host hotel identified may choose a hotel of their choice, provided the base per night rate does not exceed $175.00~~140.00~~ per night in state or $225.00~~180.00~~ per night out of state. High-rate metropolitan areas out of state shall be reviewed on a case-by-case basis. All hotel rates, within or outside these limits, must be noted on the travel request and will be considered for approval prior to ~~approval of~~ travel.

d. Hotel stays in Oklahoma are exempt from state and local sales tax. The employee is responsible for providing tax exempt status to the hotel.

6. **Meals Included in Event Registration Costs**. If meals are included in event registrations, then the employee is expected to utilize those meals. If the employee chooses not to utilize those meals, then meal expenses shall be paid by the employee.

7. **Expenses Paid by the Employee**. Expenses paid by the employee may be reimbursed to the employee as long as they are properly documented, reasonable and related to the approved business trip. Cash advancement from the City will not be allowed.

8. **Use of a City Issued Purchasing Card for Travel**. Travel related expenses may be paid by using a city issued Purchase Card. The employee is responsible for documenting all expenses and must include detailed receipts for all transactions.

9. **Family Members Traveling with City Employees**. If spouses or other family members travel with the employee, the employee is solely responsible for their expenses. If the employee books airplane flights, and includes family members, the employee shall use their personal credit card and request reimbursement for the employee related portion. **Expenses for spouses, or other family members, shall not be charged on a city issue Purchasing Card**. If a spouse or other family member are registered for events of the meeting or conference, the employee shall register them using their personal credit cards or other means. Employees who choose to extend a business trip for personal reasons, either before or after the business is conducted, will be responsible for all non-business-related expenses.

10. **Employee PCard Meal Limits in State of Oklahoma**.

    a. Employees away for eight (8) hours or more. While on city business, employees shall be limited to $70.00 per 24-hour period for meals, including taxes and tips. (Example breakdown: Breakfast $12.00, Lunch $23.00, Dinner $35.00)

    b. Employees away for less than eight (8) hours shall be limited to $35.00 for meals, including taxes and tips.

11. **Employee PCard Meal Limits in High-Rate Metropolitan Areas**. Employees traveling to larger, out-of-state cities for business meetings shall be allotted $90.00 for meals during a 24-hour period, including taxes and tips.

12. **Business Meeting Meals**. From time to time, the Mayor, City Manager, or other senior staff members may have a need to purchase meals for other individuals who are performing or being recruited to perform professional services for the City. These types of purchases shall be sensible and not exceed the normal reasonable costs an employee would pay for a meal while on city business. These meals shall be properly documented, list all attendees and reason for meals.

13. If approved, any exceptions to Section IX of this policy shall be noted in writing and approved by the City Manager via the travel request form.

Policy Attachments:

A. Purchasing Decision Chart
B. Quotation Sheet
C. Requisition /Purchase Order Document
D. Competitive Bidding Checklist
E. Non-collusion Affidavit for Bid Documents
F. Affidavit for Invoices of $25,000 or greater.
G. Vendor Registration Form
H. City of Sallisaw Substitute W-9 Form
I. P-Card Acknowledgment Form
J. P-Card Receipt Log
K. Travel Request Form

Policy References:

- City of Sallisaw Code Book Chapter 2, Article 5, Sections 2-241 through 2-245
- Purchase Order Law, 62 O.S. Section 310
- Payment of Invoices, 11 O.S. Section 17-102
- Competitive Bidding for Public Improvements, 61 O.S. Sections 101 et seq.
- Competitive Bidding for Public Trusts, 60 O.S. Section 176(h)
- Lease Purchasing, 62 O.S. Section 430.1
- OK Tax Commission Trust Authority Transactions, 710:65-13-550

Rescission Date: NA

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

__________________________________ Date: ___________________
Mayor, City of Sallisaw

__________________________________ Date: ___________________
City Manager, City of Sallisaw

Attest

__________________________________ Date: ____________________
City Clerk

Revision History

Revision 1, July 8, 2019
Revision 2, August 12, 2019
Revision 3, November 9, 2020

Attachment A: Purchasing Decision Chart

PURCHASES OF MATERIALS, SUPPLIES, SERVICES

Purchase Amount	Less than $1,500	$1,500 up to $12,000	$12,000 up to $19,999	$20,000 and Over	Emergency Purchases
Requisition Required	No if purchase is local or a PCard is used.	Yes	Yes	Yes	No
Written Quotations	No	Yes, if purchase exceeds $5,000.	Yes	Yes	No
Purchase Order Required	No, if PCard is used.	Yes,	Yes	Yes	Within 24 hours of purchase.
PCard may be used	Yes, if purchase does not require issuance of a Purchase order.	Yes. Only if the purchase amount is under the limit of the PCard.	No	No	Yes, if within the maximum limits of the PCard
Approval	Department Supervisor and Purchasing	Department Supervisor and Purchasing	Department Supervisor, Purchasing and Director of Finance	Board of City Commissioners.	City Manager Approval required if purchase is $5,000 and over.

PUBLIC CONSTRUCTION CONTRACTS

Contract/Purchase Amount	Less than $100,000	$100,000 or Greater	$100,000 or Greater for Public Trust
Bid Document	Not Required. Staff may choose to issue request for quotes based on a set of criteria.	Official Bid Document & Publication. Follow requirements of Title 61of the Oklahoma State Statutes. Refer to Checklist provided in this policy.	Follow requirements of Title 60, Section 176 of the Oklahoma State Statutes
Advertisement Required	No	Yes	Yes
Bids or Quotes Required	Minimum of three if possible	NA	NA
Contract Required	Possibly	Yes	Yes
Approval Required	Yes, BOCC	Yes, BOCC	Yes, Board of Trustees
City Attorney Review	Yes	Yes	Yes
Contract Executed by	Mayor or City Manager	Mayor or City Manager	Chairman of Board

PROFESSIONAL AND OTHER SERVICES

Contract/Purchase Amount $$	Less than $50,000	$50,000 or Greater	$50,000 or Greater for Public Trust
Request for Qualifications (RFQ) or Requests for Proposals (RFP)	Optional	Optional	Optional if not required in Title 60, Section 176
Advertisement Required	Yes if RFQ or RFP	Yes if RFQ or RFP	Yes if RFQ or RFP
Bids or Quotes Required	May negotiate with one provider.	Optional	Optional
Contract Required	Yes. Optional issuance of a Purchase Order is allowed.	Yes	Yes
Approval Required	Yes, BOCC if amount is $20,000 or over.	Yes, BOCC	Yes, Board of Trustees
City Attorney Review	Yes	Yes	Yes
Contract Executed by	If applicable, by Mayor	Mayor	Chairman of Board

PURCHASE OF VEHICLES AND QUIPMENT

	Vehicles	Mobile Equipment	
Requisition Required	Yes	Yes	
Written Quotations	Required, unless vehicle is purchased off of State or national purchasing contracts.	Required, unless equipment is considered “Specialty” and only available from one vendor	
Purchase Order Required	Yes	Yes	
Approval	Yes, Board of City Commissioners must approve purchases of all vehicles	Board of City Commissioners approval required if cost is $20,000 or greater.	
Approval	City Manager must approve acceptance of donated or forfeited vehicles.	City Manager approval required if cost is less than $20,000	

TRAVEL

	One Day Travel	Overnight Travel	Out of State Travel
Approval, Department Supervisor	Yes	Yes, requires travel request.	Yes, requires travel request.
Approval, City Manager	No	Yes	Yes
Use of PCard	Yes	Yes	Yes
Meal Limit	$35.00	$70.00 per 24-hour period	$90.00 per 24-hour period

Attachment B: Quotation Sheet

CITY OF SALLISAW QUOTATION SHEET

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation	**Date of Quotation**	**Date of Quotation**
Department Number:	**Department Number:**	**Department Number:**
Vendor Name / Number	**Vendor Name / Number**	**Vendor Name / Number**
Address **City** **State Zip**	**Address** **City** **State Zip**	**Address** **City** **State Zip**
Phone	**Phone**	**Phone**
Item (s)	**Item (s)**	**Item (s)**
Quantity	**Quantity**	**Quantity**
Price each	**Price each**	**Price each**
Est. Freight	**Est. Freight**	**Est. Freight**
Total Cost $	**Total Cost $**	**Total Cost $**
Quote Expiration Date	**Quote Expiration Date**	**Quote Expiration Date**
Quotes Obtained By:	**Quotes Obtained By:**	**Quotes Obtained By:**
GL Budget Line	**GL Budget Line**	**GL Budget Line**
Purchasing Approval	**Purchasing Approval**	**Purchasing Approval**
PO Number / Date: /	**PO Number / Date:** /	**PO Number / Date:** /

Explain if only one quotation supplied:

Quote approved: ______________________________________ Date: ___________
(Purchasing Agent, Finance Director or City Manager)

Attachment C: Requisition Document / Purchase Order

Attachment C: Purchase Requisition

CITY OF SALLISAW **PURCHASE REQUISITION / PURCHASE ORDER** NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED	**PO Number** ____________________ **PO Date**
Vendor # __________ Department: ______________________ Vendor Name: ____ Address: ____ ____ City: State: Zip:	**Merchant, Mail Invoices to:** City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing **NOTE PO NUMBER ON INVOICE** ------------------------------ Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org

Contact:		Phone/Cell	/	
Email		Fax		Grant Funds Y N

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost

Comments, Note grant information if applicable:	**Freight/Other**	
	Total Cost	

-

Requestor:____ Date: _________________

Purchasing Approval: _____________________________________Date: _________________

PRIORITY: HIGH MED LOW

Dept Need Date: ____________________

Order Date/By: ___________/_________

Est. Delivery: ________________________

CHECKLIST FOR COMPETITIVE BIDDING DOCUMENTS
61 O.S. Section 101 et seq

Project: ____ FY: _______________

This checklist is intended as a guide only. Always refer to the requirements listed in Title 61 of the Oklahoma State Statutes to ensure full compliance with the bidding laws. Public Trusts of the City must also follow the requirements of Title 60, Section 176.

Local Bidder Preference Language

This language will be required for all public improvement project bid by the City of Sallisaw, or any of it's public trusts.   This language shall be inserted into the instruction for bidders sections.

A. Unless otherwise provided by law, all public construction contracts exceeding One Hundred Thousand Dollars ($100,000.00) or construction management trade contracts or subcontracts exceeding Fifty Thousand Dollars ($50,000.00) shall be let and awarded to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids, in accordance with the provisions of the Public Competitive Bidding Act of 1974. No work shall be commenced until a written contract is executed and all required bonds and insurance have been provided by the contractor to the awarding public agency.

B. Notwithstanding subsection A of this section, in awarding public construction contracts exceeding One Hundred Thousand Dollars ($100,000.00) or construction management trade contracts or subcontracts exceeding Fifty Thousand Dollars ($50,000.00), counties, cities, other local units of government and any public trust with a county or a municipality as its sole beneficiary may provide for a local bid preference of not more than five percent (5%) of the bid price if the awarding public agency determines that there is an economic benefit to the local area or economy. Provided, however, the local bidder or contractor must agree to perform the contract for the same price and terms as the bid proposed by the nonlocal bidder or contractor. Any bid preference granted hereunder must be in accordance with an established policy adopted by the governing body of the awarding public agency to clearly demonstrate the economic benefit to the local area or economy. Provided, further, no local bid preference shall be granted unless the local bidding entity is the second lowest qualified bid on the contract. The bid specifications shall clearly state that the bid is subject to a local bidder preference law. For purposes of this section, "local bid" means the bidding person is authorized to transact business in this state and maintains a bona fide establishment for transacting such business within the City of Sallisaw or within a 20-mile radius of Sallisaw City Hall.

1. _____Public construction contracts in excess of $100~~50~~,000 must be competitively bid.
2. _____Notice to paper 20 days prior to bid opening. Bid notices must be published twice in a newspaper of general circulation and published in the county where the work is to be done. (61 O.S. Section 104.1)
   a. Bid Opening Date: ______________ Time: _______________
   b. Date first notice published in Paper: ______________ 2nd Notice: ________________
   c. If over $50,000, notice of bid must also be sent to one (1) in state trade or construction publication. It is not required to be published in the publication Notice was sent to ______________________ on _____________________. (61 O.S. Section 104.2)
3. _____ Bid notice must include:
   a. _____The name of the officer, agent or employee of the awarding public agency and the office location and address of such person, from whom a complete set of bidding documents regarding such proposed contract may be obtained, together with the amount of the cost deposit required.
   b. _____Date, time and place of opening sealed bids.
   c. _____Name and office location and address of the office of the awarding public agency to whom the sealed bids should be submitted to.
   d. _____Date, time and location of pre-bid conference if required.

4. _____At least one set of bidding documents shall be on file in the main office of the awarding agency at least 20 days prior to the date set for opening bids.

5. _____ Bids must be submitted with a certified check, cashier's check or bid bond equal to five percent (5%) of the bid, or an irrevocable letter of credit. These are returned upon execution of a contract. (61 O.S. 107.A.2)

6. _____ Bids must be submitted with a non-collusion affidavit. (61 O.S. Section 115, 74 O.S. Section 85.22)

7. _____~~Bids received more than 96 hours (excluding Saturdays, Sundays, and holidays) before the time set for the opening of bids, or any~~Any bid received after the time set for opening bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder. (61 O.S. Section 109)

8. _____Bids shall be opened at the time and place mentioned in the bidding documents and must be read aloud in the presence of an administrative officer of the awarding public agency. Bid openings are open to the public and to all bidders. (61 O.S. Section 110)

    a. Bids opened and read aloud on: ________________________ time: _____________

9. _____Sales Tax Related to Projects:

   a. Projects bid by the City of Sallisaw are exempt from sales and use tax.

   b. Projects bid by a Public Trust of the City of Sallisaw are not exempt from sales and use tax unless the materials are purchased by and invoiced to the Public Trust. (OK Tax Commission Trust Authority Transactions, 710:65-13-550)

10. _____**Award of Contract after Bid Opening**. Open bids must be awarded the lowest responsible bidder or bidders within 30 days of the bid opening.

    a. Review local bidder preference requirements. If no local bidders submit bids, bid requirements are not met for local preference, or local bidders are not qualified for the project, move on to other bid submittals.

    ~~a.~~b. *Public agency may extend the awarding of a contract 15 days where only state and local funds are involved*; If extended 15 days, the latest award date will be: _________________

    ~~b.~~c. *Public agency may extend the awarding of a contract 90 days if funds are furnished by an agency of the U.S. Government*. If extended up to 90 days, the latest award date will be: ______________

    ~~c.~~d. *Contract award may be extended no more than 120* days upon written agreement of the awarding agency and the lowest responsible bidder.

    ~~d.~~e. Actual award of contract date: _______________________

    ~~e.~~f. Contract awarded to: ____

11. _____**Execution of a Contract**: Contracts shall be signed within 60 days of bid award date listed in 9.d. above.

    a. Actual contract signing date: ___________________

    b. At contract signing, contractor must provide the items listed in 61 O.S. Section 113.

        i. _____Performance bond or irrevocable letter of credit

        ii. _____Liability Insurance Policy

        iii. _____Workers Compensation Insurance Policy

        iv. _____ Other: ___________________________________

        v. _____ Other: ___________________________________

12. _____Contract shall provide that up to 5% of all partial payments be withheld as retainage. (61 O.S. Section 113.1)

13. _____ Retainage may be withdrawn by the contractor as specified in 61 O.S. Section 113.2.
14. _____ Pre-construction meeting. (if required)
    a. Date / Time / Location: ____
15. _____ Notice to Proceed date given to contractor on: _______________________.
    a. The notice to proceed date on this project is ____________________.
16. Contractor has _______________ days beginning on _____________ to complete project unless otherwise amended at later date.
17. **<u>Maximum Change Order Amounts of Public Contracts</u>**:
    a. Change orders or cumulative change orders that exceed the amounts below require re-advertising for bids on the incomplete portions of the contract. (61 O.S. Section 121.C.
    b. <u>Change orders for public contracts of *$1,000,000 or less*</u> shall not exceed a 15% cumulative increase in the original contract amount. (61 O.S. Section 121.A)
        i. Contract amount: $_____________________
        ii. 15% of contract: $______________________
        iii. Maximum contract with change orders: $______________________
    c. <u>Change orders for public contracts of *over $1,000,000*</u> shall not exceed the greater of $150,000 or a 10% cumulative increase in the original contract amount. (61 O.S. Section 121.B)
        i. Contract amount: $_____________________
        ii. 10% of contract: $______________________
        iii. Maximum change orders. Maximum amount of $150,000 or 10%: $_______________
        <u>iv.</u> Maximum contract with change orders: $____________________
    ~~iv.~~<u>d.</u> <u>Contracts that contain unit pricing, and the change order pertains to the unit price, the change order is not subject to b and c above. (61 O.S. Section 121.J)</u>
18. **<u>APPROVAL OF CHANGE ORDERS:</u>** The governing body *may delegate approval of change orders up to $40,000 or ten percent (10%) of any contract, whichever is less, to the City Manager or his designee.* Approved change orders must be presented to the governing body at the next regularly scheduled meeting. Otherwise, change orders must be approved by the governing body. (61 O.S. Section 121.E)
    a. Maximum total change orders that can be approved without prior approval of the governing body is the lesser of $40,000 or 10% of any contract: $_____________________
19. _____ Project end date is: ___________________. Project acceptance date is: _______________
20. _____ Final payment to contractor was on: _____________________
21. Total amount paid contractor:
    a. Original Contract Amount: $_______________________
    b. Total of Change Orders: $_______________________
    c. Total Paid to Contractor: $_______________________
22. _____All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file with the City Clerk and maintained for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer. Bids shall be open to public inspection and shall be matters of public record.

Attachment E: Non-collusion Affidavit for Bid Documents

NONCOLLUSION AFFIDAVIT
FOR COMPETITVIE BIDDING

STATE OF OKLAHOMA)
COUNTY OF SEQUOYAH)

_______________________________________, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by ____, the contractor herein, to submit the attached bid to the City of Sallisaw, Oklahoma. Affiant further states that the said contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Sallisaw any money or thing of value, either directly or indirectly, for special consideration in the letting of a contract.

____
signature

Subscribed and sworn to me this ______ day of______________, ________.

____ Notary Public

My commission expires:

____

Attachment F: Affidavit for Invoices of $25,000 or greater

CITY OF SALLISAW
INVOICE AFFIDAVIT

PLEASE SIGN AND ATTEST the following affidavit, which covers the following items purchased. Please return immediately to the City of Sallisaw.

____

____

Amount: $_________________________________

Purchase Order #: _______________________________

STATE OF OKLAHOMA

COUNTY OF: _________________________

OTHER STATE: _________________________

COUNTY OF: __________________________

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Signature of ____, Affiant
(Contractor, architect, supplier, or engineer)

Attested before me this ____________day of ____________________, __________

_____________________________________, Notary Public

My Commission expires _________________, ________

Company Name: ____

Address: ____

City: ______________________________State: _________Zip: _________

Phone: ________________________ Email: _______________________________________

Attachment G: Vendor Registration Form

CITY OF SALLISAW VENDOR REGISTRATION FORM				
Company / Persons Name		DBA if applicable		
Mailing Address				
City		State	Zip	
For Invoices, Remit to Address if Different			Telephone	
			Fax	
			Email	
Type of Organization ___Corporation ___Proprietorship ___Partnership ___Non Profit ___Government ___Individual ___Other				
Type of Business ___Manufacture ___Distributor/Wholesaler ___Broker ___Dealer ___Service Contractor ___Consultant ___Engineer/Architect ___Other (specify) ____				
Enter Federal Tax ID or SSN:		**Phone:**		**Fax:**
Company website		**Email address**		
Contact Information for Billing Questions **Name:** **Phone:** **Email:**				
To place orders with company, contact: **Name:** **Phone:** **Fax:** **Email:**				
List Items Sold Relevant to City of Sallisaw (attach lists if needed)				
City Use Only **Date Received:** **Received By:** **Vendor Number Assigned:**				

City of Sallisaw Information:

City of Sallisaw, 115 East Choctaw, P.O. Box 525, Sallisaw, OK 74955
Ph: (918) 775-6241 Fax: (918) 775-4194
Contact: Purchasing Agent
Email: purchasing@sallisawok.org
www.sallisawok.org

Attachment H: City of Sallisaw Substitute W-9 Form

CITY OF SALLISAW
SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER **City Vendor #: _________**

Return to: City of Sallisaw, P.O. Box 525, Sallisaw, OK 74955, Attn: Purchasing

As a business we are required to have on file a W-9 form for each vendor with which we do business. In order to properly complete our reporting requirements, we need the requested information below. Please complete this form and return to the address shown above. Please note that companies who do not furnish this information are subject to backup withholding tax as required by the IRS.

For questions, contact: Purchasing Agent, (918) 775-6241, purchasing@sallisawok.org.

Thank you for your assistance

Taxpayer Name	DBA (if individual or sole proprietor)	
Mailing Address		
City	State	Zip

Check if: ___Attorney/Law Firm ___Medical Service Provider ___Engineer/Architect Firm

Identify your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below. For individuals, this is your Social Security Number (SSN). For other entities it is your Employer Identification Number (EIN).

____Individual SSN: ___ ___ ___ - ___ ___- ___ ___ ___ ___

____ Sole Proprietor SSN: ___ ___ ___ - ___ ___- ___ ___ ___ ___ or EIN: ___ ___ - ___ ___ ___ ___ ___ ___ ___

___General Partnership EIN: ___ ___ - ___ ___ ___ ___ ___ ___ ___
___Corporation
___S-Corporation
___LLC
___LLP
___Government Entity
___ Exempt or Non-Profit Organization

Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number, or I am waiting for a number to be issued to me, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding

Name (print) ________________________________ Title (print) ___________________________________

Signature: ___________________________________ Date: _____________ Phone: __________________

Attachment I: PCard Acknowledgement Form

CITY OF SALLISAW EMPLOYEE ACKNOWLEDGEMENT OF PURCHASING CARD RESPONSIBILITIES

I ____ acknowledge that I have read and understand the City of Sallisaw Purchasing Manual policies regarding the use of the City Purchasing Card. I agree to follow the policy and accept responsibility for the security of the purchasing card issued to me.

I understand that I am making a financial commitment of the City of Sallisaw by purchasing goods and services with the purchasing card and will strive to obtain the best value possible.

I understand that I am responsible for the purchases made with the purchasing card and that all purchases must represent needs of the city.

I understand that under no circumstances am I to use the purchasing card to make personal purchases for others or myself.

I understand that I am responsible for inappropriate purchases made with my purchasing card and that I may be required to reimburse the City for any inappropriate purchases.

I understand that by failing to follow the established policies for use of city issues purchasing cards, I may be subject do loss of purchasing privileges or other disciplinary actions including termination of employment.

____

Employee Signature Date

____

Purchasing Signature Date

Attachment J: PCard Receipt Log

City of Sallisaw Purchasing Card Receipt Log

_____Materials / Supplies / Services _____Travel/Meeting _____Other

Cardholder: ______________________________ Card Last 4 Digits: ___________ Department ______________________

	Date	Vendor	Items	GL Account	Cost
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Notes:				**Total Receipts**	

Cardholder Signature / Date Submitted **Supervisor Approval / Date** **Purchasing / Date**

Department Code		General Ledger Codes		
100 Administration 101 Econ Dev 102 Library 201 Police 202 Pol Aux 205 Humane 301 Customer Srv. 302 Court 303 Building Dev. 401 Street 403 Airport 404 Fleet 501 Parks 503 Pool	605 Information Srv. 801 Finance 902 Fire Utility 502 Sanitation 504 Landfill 601 Electric 604 Telecom 701 Water Treatment 703 Water Distribution 704 Wastewater Collection 705 Wastewater Treatment	52216 Maintenance Supplies (Dept. 404 only) 52201 Office Supplies 52203 Clothing 52204 Fuel 52205 Tools 52206 Cleaning 52207 Chemical 52208 Education 52209 Botanical 52211 Printing 52213 Medical/Safety 52215 Misc. 52218 Welding	52219 Jail Supplies 52222 Ammunition 52225 Computer 53301 Building Maint. 53302 Water Lines 53303 Sewer Lines 53304 Street 53305 Sewer Plant System 53307 Lift Stations 53308 Park Grounds 53310 Electric 53311 Water Plant System. 53315 Telecom System 53325 Brushy Lake Park 53326 Sports Complex	54402 Equipment Maint. 54403 Radio 54404 Vehicle Maint. 54406 Heat and Air Maint. 54408 Pump Maint. 55501 Rental 55504 Utility Services 55508 Training/ Travel 55509 Memberships and Subscriptions 55512 Office System Services 55522 Prisoner Care

Attachment K: Travel Request Form

City of Sallisaw Travel Request Form / Professional Development Form

This form must be completed and approved before funds can be used for the event

Employee → Supervisor → Purchasing → City Manager → Approval → Employee/ Purchasing

Employee				**Date of Request**			
Class / Purpose of Travel							
Host Organization							
Event Location							
Dates of Event	**Beginning Date**			**Ending Date**			
Dates Absent	**Beginning Date**			**Ending Date**			
Travel	**POV**		**City Veh.**		**Air**		**Other**

Estimated Travel & Related Expenses

					****Finance Use Only****
Travel Item	**Estimated Cost**	**Notes**			**Actual Costs**
Registration Costs					
Hotel Costs		**# of Nights**			
Travel Costs – Land					
Travel Costs - Air					
Meals					
Est. POV Mileage Costs		**Est Miles**			
Rental Car					
Shuttles / Taxis					
Parking					
Total Estimated Cost					

*****Attach all meeting, conference, workshop information related to this event*****

Employee → Supervisor → Purchasing → City Manager → Approval → Employee/ Purchasing

Employee Signature		**Date**	
Supervisor Approval		**Date**	
Purchasing Approval		**Date**	
Funds available in 55508 Account	YES NO Unencumbered Amount: $		
City Manager Approval	YES NO	**Date**	

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Development and Marketing of Industrial Property

ITEM TITLE: Discuss and Consider Approval of the Master Agreement for Services between the City of Sallisaw and Quest Site Solutions, LLC of Greenville, South Carolina, for Development and Marketing of the Industrial Property on South Cedar

INITIATOR: Economic Development Director

STAFF INFORMATION SOURCE: Quest Site Solutions, LLC

BACKGROUND: The City of Sallisaw was selected to take part in the Targeted Opportunities Program (TOPS) by the Oklahoma Department of Commerce. Through the TOPS program, the City will receive consulting services from Quest Site Solutions (Greenville, SC) for the development and marketing of the industrial property. As part of the program, Quest will make a site visit and assess the sixty-six (66) acres (former Rhoades property) that is adjacent to the airport. The program will provide the city with long-term planning and steps to take to utilize the property for industrial growth in the future.

EXHIBITS: 1. Master Agreement for Services - Sallisaw v2

KEY ISSUES: None

FUNDING SOURCE: General Fund GL 100-55507 - The $18,750.00 will be 100% reimbursed from the Ok Department of Commerce.

RECOMMENDATION: Approval of Master Agreement with Quest Site Solutions, LLC.

MASTER AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into as **of July 10, 2023,** by and between Quest Site Solutions, LLC, located at 10 Falcon Crest Drive, Greenville, SC 29607 (hereinafter referred to as "**Contractor**"), and the City of Sallisaw located at 115 East Choctaw, Sallisaw, OK 74955 (hereinafter referred to as "**Customer**").

SECTION 1. SCOPE OF WORK

Contractor shall furnish to Customer, at Customer's discretion, such labor and other services as stated in the attachments included herewith, and by this reference made a part hereof pursuant to written Schedules for Service, as described below (hereinafter referred to as the "**Services**").

SECTION 2. SCHEDULES FOR SERVICES

Schedules for Service ("**Schedules**") under this Agreement will be incorporated hereto as **Attachment A** and by this reference made a part hereof. The duration, description and any other requirements for the Services to be rendered will be set forth in the Schedule. Each Schedule which references this Agreement will be governed by the terms and conditions contained in this Agreement. Upon execution by both parties, any Schedule shall become binding according to its terms and shall incorporate the terms of this Agreement.

SECTION 3. PAYMENT

For Services described in this Agreement, Customer shall pay Contractor in accordance with the **Terms and Conditions** schedule stated in **Attachment B**. In the event of performance by the Contractor not satisfactory to the Customer, Contractor will re-perform the work at no additional charge. Any further dispute will be resolved through non-binding mediation and arbitration (see Section 11).

Each invoice will be paid within thirty (30) days. Unpaid invoices not in dispute will accrue interest at 1.5% per month. All invoices and other notices to the Contractor or to the Customer shall be made to the following addresses:

Quest Site Solutions, LLC
Attn: Lindsey Cannon
10 Falcon Crest Drive
Greenville, SC 29607

City of Sallisaw
Attn: George Bormann
115 East Choctaw
Sallisaw, OK 74955

SECTION 4. TITLE TO WORK

Ownership of Work Product

Work Product is strictly defined as the deliverables provided by Contractor to the Customer. Contractor's means and methods shall not be "work product" and Contractor shall retain ownership of the means and methods Contractor brings to the engagement.

Use of Product

Customer shall have the right to use the product (herein collectively the **"Deliverables"**) only for its intended use as defined and limited herein. Contractor will not copy, reproduce, transfer or provide such Deliverable to any other person in any form without "Quest Site Solutions" identified on the Deliverable. Customer will not sell or transfer title to such Deliverable to any other person in any form.

Notwithstanding any provision contained herein to the contrary, Contractor's confidential and proprietary work processes shall not be included in the definition of "Deliverables".

SECTION 5. WARRANTY.

Contractor warrants that all employees of Contractor will be qualified and capable of performing the Services provided to Customer in a competent and professional manner and that such Services will be performed in a good and workmanlike manner in accordance with this Agreement.

SECTION 6. INDEPENDENT CONTRACTOR AND EMPLOYMENT PRACTICES

Contractor shall be an independent contractor in all respects and, except as expressly provided in this Agreement, Contractor and its employees shall not be subject to the control and supervision of Customer as to the means and manner of performing Contractor's Services hereunder. Contractor shall have complete control of its organization and shall exercise direct supervision, control, and direction of work performed by its employees. Further, Contractor is solely responsible for determining the method and amount of all wage and benefit payments, all hiring, firing or discipline of its employees as well as all policies and procedures related thereto. Accordingly, Contractor agrees that the working conditions and employment terms of its employees, while established and maintained by Contractor, shall meet the standards required by all applicable federal and state laws and regulations.

SECTION 7. COMPLIANCE WITH LAWS

Contractor shall comply, as applicable, with all pertinent and binding federal, state and/or local laws, regulations and orders including, but not limited to, those pertaining to equal employment, nondiscrimination and affirmative action.

SECTION 8. INSURANCE

Contractor shall carry, at a minimum, the following insurance:

A. Workers' Compensation; statutory coverages. Employer's Liability Insurance with $500,000.00 per employee limits.

B. Commercial General Liability, $1,000,000.00 combined single limits bodily injury and property damage. Policy shall include Fire Legal Liability Coverage, Contractual Liability Coverage and Personal Injury Coverage.

C. Comprehensive Excess Indemnity (umbrella) policy with unimpaired aggregate limits of not less than $1,000,000.00 on a "following form" basis.

D. Automobile Liability coverage, including coverage for personal injury and property damage, with a combined single limit of $1,000,000 per occurrence.

E. Fidelity Coverage in an amount not less than $25,000.00 per employee.

F. Miscellaneous Errors and Omissions coverage with a $1,000,000.00 limit/aggregate and unimpaired aggregate limits, if applicable to this Agreement.

SECTION 9. RIGHT OF ACCESS TO RECORDS

Contractor shall permit Customer, its affiliates, successors or assigns, to inspect and have access, upon reasonable notice, to all of Contractor's books, records, and documents pertaining to the performance of Services for the purpose of auditing the performance of, charges for, and maintenance of records related to such Services. Contractor shall preserve all documentation pertaining to the foregoing Services for a period of three (3) years following completion of Services rendered by Contractor to Customer.

SECTION 10. LIABILITY - INDEMNIFICATION

Customer shall indemnify, defend and hold Contractor harmless from any claim, loss, damage, cost or expense, including attorneys' fees and costs of defense, which Contractor may incur by reason of or arising out of (i) any person filing any lien against any property of Contractor or any claim or lawsuit against Contractor in which the person claims payment from Contractor for Services pursuant to this Agreement; (ii) any personal injury (including death) or property damage caused by the negligent or intentional act or omission of any Customer Person in the Contractor's provision of Services pursuant to this Agreement; or (iii) a breach of any obligation of Customer under this Agreement or any Schedule.

Subject to the foregoing, Contractor shall indemnify, hold harmless and defend Customer from and against any and all claims, whether for injury to a person, or damage to or loss of property, made against or suffered or incurred by Customer as the direct result of Contractor's performance of, or the failure to perform, work pursuant to this Agreement; provided, however, that Contractor's liability will not exceed the total fees paid to it under the Schedule and provided further, that Contractor shall not be responsible for errors in Customer's Submission provided by Customer to Contractor, for remedial or necessary actions represented as properly taken by Customer that were not properly taken and which are necessary for Contractor's analysis, nor for any changes in facts and circumstances arising after the date of the Contractor's Deliverable. Customer waives any and all causes of action it may have against Contractor resulting from errors or omissions of third-party providers of information, materials, remediation, or other work reasonably relied upon by Contractor pursuant to its process.

SECTION 11. ARBITRATION

In the event that there is any claim, dispute or other matter arising out of or related to this Agreement, or from the breach or alleged breach thereof, the parties shall initially cooperate in good faith to resolve the same between executives of the parties who do not have direct responsibility for the administration of this Agreement, and will explore whether techniques such as mediation, mini-trials, mock trial or other techniques of alternative dispute resolution might be useful in resolving the matter question. If the parties cannot agree within fifteen (15) days on a different method of resolving the matter, or if the method the parties do decide to use does not in fact resolve the matter within twenty (20) business days, the matter shall be submitted by the parties to be decided by binding arbitration, conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The demand for arbitration shall be made within a reasonable time after the time period stated above for the parties to agree on an alternate means of resolving the matter has expired. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. Such arbitration shall be held in Sallisaw, Oklahoma. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs any arbitrator(s) shall be borne equally by the parties.

SECTION 12. CONFLICT OF INTEREST

Customer acknowledges and accepts that Contractor has performed, is performing, and will perform similar services to other economic development organizations, utilities, private landowners, and other parties, and that offering and performing such services are not a conflict of interest.

SECTION 13. DURATION OF AGREEMENT / TERMINATION

This Agreement shall remain in effect for a period of one (1) year and may thereafter be renewed by written agreement signed by both parties.

This Agreement may be terminated by both parties upon mutual agreement, which shall be in writing and executed by both parties.

The Customer may terminate this Agreement by providing thirty (30) days prior written notice to the Contractor. Upon such termination by Customer, an invoice of fees for all work performed to such date shall be submitted within 10 business days by Contractor to Customer, and Customer shall remit payment of said invoice within 30 days.

SECTION 14. COMPLETE AGREEMENT

This writing and its attachments, and applicable Schedules and their incorporated attachments, signed by both parties, constitute the final and complete written expression of all the terms of this Agreement between the parties and supersedes all prior agreements between the parties, written or oral, relating to the subject matter hereof. There are no prior or contemporaneous agreements or representations not included or provided for herein. This Agreement may not be amended except by written instrument, executed by authorized representatives of both parties.

SECTION 15. WAIVER

Neither Contractor's actions nor the actions of Customer, its affiliates, successors or assigns, in the course of performance, course of dealing, or usage of trade shall under any circumstance constitute a waiver of the other's obligations. Only Contractor's or Customer's express written waiver shall be deemed effective. Waiver by Customer or Contractor or a breach by the other of any provision or provisions of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision or provisions, as well as other provisions hereunder, shall remain in full force and effect.

SECTION 16. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, other than Contractor and Customer, any right, remedy or claim under or by reason of this Agreement. The Terms and Conditions of this Agreement shall inure to the sole and exclusive benefit of Contractor and Customer and their respective successors and assigns.

Due to Contractor's reliance on the information and/or actions of Customer and various third-party providers to be true, correct and proper, as the case may be, Customer agrees that there shall be no third party beneficiaries of this Agreement, that Customer will defend and hold harmless Contractor against any claims by any third-party that it is a beneficiary of this Agreement, and that Contractor shall be liable solely to Customer for all duties to be performed under, or obligations arising out of, this Agreement.

SECTION 17. SUBCONTRACTING

Contractor shall not subcontract any portion of its obligations hereunder without the written permission of Customer and, in all events, shall ensure that any subcontractor agrees to be bound by the terms of this Agreement and further that Customer, its affiliates, successors or assigns, shall have direct recourse against such subcontractors. In no event, will Contractor be relieved of any of the provisions of this Agreement by virtue of any subcontract or assignment hereof.

SECTION 18. ASSIGNMENT

This Agreement shall not be assignable, in whole or in part, by Contractor without the prior written consent of Customer. Similarly, this Agreement shall not be assignable, in whole or in part, by Customer without the prior written consent of Contractor.

SECTION 19. SEVERABILITY

The provisions of this Agreement are to be construed separately, and if any one or more of the provisions hereof are not given legal effect by a court of competent jurisdiction, such provision(s) shall drop out of the Agreement and the Agreement shall be construed and enforced as it is written without such provision(s).

SECTION 20. CONTRACT DOCUMENTS

This Agreement includes:

- Attachment A, Schedule for Services
- Attachment B, Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first written above.

CONTRACTOR:	**CUSTOMER:**
Quest Site Solutions, LLC	**City of Sallisaw**
By: _________________________	By: ____________________________
Name: _________________________	Name:____________________________
Title _________________________	Title: ____________________________
Date: _________________________	Date: ____________________________

SCHEDULE FOR SERVICES

(Scope of Services as set forth in Contractor's Proposal dated Summer 2023)

The Oklahoma Targeted Opportunities Program was created to identify available site capabilities, identify what industries sites can support, identify quantified site gaps and limitations, conduct competitive capability assessments, and make recommendations for investment in infrastructure gaps. The scope of services below addresses each of these items while also being customized for each community.

Quest has developed a scope of services that addresses the required elements for the Targeted Opportunities Program. The core components of our scope are adapted during implementation to meet the specific needs of each site and community. To further enhance readiness and marketing of the site and community, Quest also offers options for additional deliverables that supplement and support the Targeted Opportunities Program.

PROJECT MOBILIZATION

During project mobilization, the community will develop their project team and stakeholders. Quest will create and issue a Guidebook that will provide the project team with the relevant information about the program – overview, Request for Information (RFI) requirements (questionnaire and additional attachments), schedule, contacts, etc. Quest will also work with the community to schedule an alignment meeting.

ALIGNMENT MEETING

Quest will conduct an alignment meeting (virtually) with the Oklahoma Department of Commerce and local project team to review the goals and objectives of the Targeted Opportunities Program and reach consensus on implementation details. Prior to the alignment meeting, Quest will provide the program materials to enable the team time to thoroughly review the documents and prepare questions and comments. We anticipate interactive discussion during this meeting with the goals of the meeting being:

- introduce the team members and their roles (state, local, and Quest);
- review work plan and program materials;
- identify any issues or concerns about the project;
- discuss any relevant studies, discussions, etc. that may have an impact on this effort; and
- develop a project schedule.

COMMUNITY MEETING

Quest will conduct an in-person meeting with community leadership to introduce and provide awareness of the Targeted Opportunities Program. The community meeting will be scheduled to occur during the community and site visit, but in advance of the visit, Quest will prepare a presentation that includes a general overview of the site selection process and how a community can be competitive in today's economic climate – including how to leverage the Targeted Opportunities Program. We will work with the project team to ensure that our presentation is targeted to the specific needs of the community and addresses any items that may be particularly relevant to the leaders in the community.

Quest will deliver this presentation during the community and site visit to allow for the presentation and meeting discussion to be further customized to the community based on Quest's desktop analysis of the requested information as well as our on-the ground assessment during the community and site visit.

DESKTOP ANALYSIS

Quest will conduct a desktop analysis of each property and community. The desktop analysis step of the process will have two components: review information submitted and analyze the local and regional economy and labor force, including target industries.

Request for Information (RFI)

In order to gather the information for the first component of the desktop analysis, Quest will develop and issue a Request for Information (RFI) which is designed specifically for the Targeted Opportunities Program. The community will have approximately four weeks to prepare and submit the requested information. The RFI will be comprised of a questionnaire plus additional requested attachments. Although you may not have all the requested attachments, we ask that you submit as many as possible to allow for a thorough evaluation. The information requested will fall into three categories:

- property technical details;
- marketing of the property; and
- community characteristics.

For the property technical details, we will request information about property availability, infrastructure (utility + transportation), zoning, developability, etc. While the majority of the information will be requested in the questionnaire, we will also ask for a number of maps and documents that are commonly requested during site selection projects. We will also ask that any due diligence that has been completed be submitted.

In the questionnaire, we will have a number of questions about how the community is marketing their community and property. This will include a request for links to the economic development website, other relevant websites (training providers, utilities, etc.), links to the property listing on any site databases, etc. We will also request that the community submit any marketing materials used for business attraction, samples of electronic marketing campaigns or newsletters, etc. Of particular interest will be any materials that are property specific or that include the property.

While the primary purpose of assessment is to evaluate the readiness of properties, Quest will also seek to understand the community characteristics and assets that would support new industries. Therefore, the questionnaire will ask items pertaining to workforce, community assets, target industries, etc. We will also ask that any relevant information such as target industry studies, wage surveys, etc. be submitted.

Data Analysis of Community

The second component of the desktop analysis will be to analyze the local and regional economy and labor force, including target industries. This component will be completed using the same secondary source data that we utilize for actual site selection projects.

Once Quest has completed our desktop analysis, we will communicate with the project team to convey any specific follow-up questions or concerns that may arise that should be addressed at the community and site visit.

COMMUNITY AND SITE VISIT

Quest will conduct a one-day site visit to each community and proposed property. The goal of this visit is to assess the community and property in-person, evaluate the readiness level of the property, identify infrastructure gaps, and review existing industry prioritization. Quest will request that the visit begin with an office meeting that provides a community and property presentation. Quest expects that the visit will then include a windshield tour of the property and key assets of the community such as workforce training facilities or unique infrastructure. While it will be up to the community to determine the agenda for the visit, we will ask that you submit a proposed agenda for our review and comments prior to finalizing. As part of the community and site visit, Quest will also deliver a presentation to community leadership.

FINAL REPORT

Site Improvement Cost Benefit and Feasibility Analysis

Quest will develop a road map for readiness for the property based on the information collected through the RFI response and the additional information collected during the community and site visit. This road map will be broken down into two categories – technical and marketing. For each of the two categories, Quest will highlight the key strengths, note any major weaknesses, and provide recommendations to improve readiness. The recommendations will be prioritized based on their ease/speed of implementation and potential return-on-investment value.

Once the road map for readiness has been developed, Quest will then work with the community to develop timeline and cost estimates for the gaps identified. In some cases, Quest may work with the local project team, including utility and/or engineering partners, to develop the timeline and cost estimates. In other cases, Quest will utilize our proprietary macro Building Information Modeling (BIM) tool, SCOPE®, to develop real-time directional estimates using site modeling, Google Earth®, satellite terrain, or surveys. For any remaining items, Quest will leverage our site and facility services team to develop the cost and timeline estimates. Once these estimates are developed, then Quest will utilize a cost/benefit analysis to identify the feasibility of next steps to site development.

Quest will also work with the community to build a quantifiable funding request package based on the identified gaps and cost analysis to solicit additional funding for site improvements. This will summarize the information that has been developed through the road map for readiness and the timeline and cost estimates so that it will easily be able to be used for any grant applications or funding requests.

Target Industry Attraction Strategy and Plan

Quest will work with the communities to develop a target industry attraction strategy and plan for the property. This task will have three components: identification/confirmation of target industry audience/markets, development of a guide for economic development managers and sales teams, and creation of a technical sales message and materials.

Identification/Confirmation of Target Industry Audience Markets

Quest will conduct a high-level target industry analysis to determine the industries that the property will best be suited for. Utilizing our data sources and site selection experience, as well as statewide and local target industries, we will determine the best audience/markets for the property. Quest will provide a summary of our findings as well as data that supports our recommendations.

Guide for Economic Development Managers and Sales Teams

Quest will provide a guide to be used internally by economic development managers and sales teams to better understand the strengths and weaknesses of the property.

Technical Sales Message and Materials

Quest will provide a checklist which will include a list of materials that should be developed for marketing efforts and the messaging that should be associated with those materials. To help kick start the marketing efforts, Quest will provide a two-page marketing flyer for the property. The content and layout for the flyer will draw on our experience as site selection consultants and will be designed to effectively convey important technical details about the property.

WRAP-UP: FINAL REVIEW MEETING

Once the deliverable has been issued, Quest will schedule a virtual meeting with the community to review the information and answer any questions.

POST-PROJECT CHECK-IN CALL

Approximately six months after the final deliverables are provided, Quest will schedule a check-in call with the community in order for us to be updated on the progress that the community has made on implementing the recommendations developed as part of the Targeted Opportunities Program.

ADDITIONAL DELIVERABLES (OPTIONAL)

In addition to the deliverables described above, Quest can also provide several optional deliverables that supplement the Targeted Opportunities Program scope of work. Communities can choose one or more of the following optional services/reports.

Additional In-person Community Visits/Presentations

Quest will visit the community once as part of the standard scope of services for the Targeted Opportunities Program. If the community desires to have the community meeting at a different time than the community and site visit, Quest can conduct a second visit for an additional cost. Additionally, communities can opt for Quest to do the Final Review Meeting in-person or do a second community meeting revealing the findings of the Targeted Opportunities Program, but these would also be at an additional cost.

Union Activity Report

Quest tracks labor union data across the country and has developed a proprietary database that is routinely used for site selection projects. This information is hard to find in a usable format, therefore making it difficult for communities to respond to union questions during projects. Quest's union activity report will outline the number of local union offices as well as union activity including union elections and wins/losses within a 25- and 50-mile radius of the property. For union offices, the name of the union, its location, annual membership dues collected (receipts), and the number of members will be identified. A supporting map will identify the location of the offices in proximity to the site. For union elections, the information provided will include each case name (name of company), union involved, election year, location of election, number of eligible voters, and election result. Quest reports elections for the last 10 years. A supporting map identifies the location of all union elections occurring within a 25- and 50-mile radius of the property and the election result (win/loss).

Site-Specific Workforce Report

Quest will provide a high-level assessment of the drive-time labor shed of the property including demographics, industry dynamics and specialization, occupational dynamics and specializations, and wages.

Map Set

A cohesive map set with community branding that can be used in the marketing of the property will be provided. The map set will include the following maps:

- general location;
- aerial;
- tax parcels;
- zoning/land use;
- USGS;
- FEMA flood hazard areas;
- national wetlands inventory; and
- soil survey.

Permitting Guide

Quest will create a permitting guide that will enable the community to succinctly relay permitting information during site selection projects. Since permitting can be a stumbling block for prospective end users when evaluating a property, having this information prepared can be a competitive advantage. We will work with the state as well as local officials to understand the various permitting regulations that may be applicable to a property.

TERMS AND CONDITIONS

(Terms and Conditions as set forth in Contractor's Proposal dated Summer 2023)

OKLAHOMA TARGETED OPPORTUNITIES PROGRAM

Per site……….………………………………………………………………………….……$18,750

OPTIONAL SERVICES

Additional Visits (fee per additional visit)…………………………………………………….$3,000

Union Activity Report ……………………………………………………………………… $1,500

Site-Specific Workforce Report ………………………………………………………….. $1,500

Map Set …………………………………………………………………………………….. $2,800

Permitting Guide ………………………………………………………………………….. $3,000

EXPENSES

All fees listed above are inclusive of travel and communication expenses.

PAYMENT SCHEDULE

- Community will pay Quest $18,750 upon execution of contract.
- Community will pay Quest for any optional services upon receipt of deliverables.

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	Reinvestment

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Invest a General Fund Certificate of Deposit with Armstrong Bank for 273 Days at 5.13% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for reinvestment of the General Fund Certificate of Deposit. Armstrong Bank, Local Bank and National Bank of Sallisaw returned quotes prior to the deadline. Staff requests approval to deposit with Armstrong Bank for 273 days at 5.13%.

EXHIBITS: 1. General Fund

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest a General Fund Certificate of Deposit with Armstrong Bank for 273 days at 5.13% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

JULY 12, 2023

Fund	**Amount**
General Fund	$107,919.89

Days	**Firstar**	**National**	**Armstrong**	**Local**
182	X	4.16%	4.89%	N/A
273	X	4.47%	5.13%	4.44%
364	X	4.57%	4.89%	4.69%

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: National Bank

June 27, 2023

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on July 12, 2023:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
General Fund	**$107,919.89***	182	January 10, 2024	4.16%
		273	April 10, 2024	4.47%
		364	July 10, 2024	4.57%

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org** and must be received by **1:30 p.m., Wednesday, July 5, 2023**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 10, 2023.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

National Bank

Date: 7/5/23

By: [signature]

*Estimated

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Armstrong Bank **June 27, 2023**

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning July 12, 2023:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
General Fund	**$107,919.89***	182	January 10, 2024	4.89 (5.00 APY)
		273	April 10, 2024	5.13 (5.25 APY)
		364	July 10, 2024	4.89 (5.00 APY)

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org** and must be received by **1:30 p.m., Wednesday, July 5, 2023**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 10, 2023.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank

Date: 7-5-23 @ 8:08 am

By: [signature]

Tecki Daniels
Market President

*Estimated

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Local Bank **June 27, 2023**

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on July 12, 2023:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
General Fund	**$107,919.89***	182	January 10, 2024	N/A
		273	April 10, 2024	4.44%
		364	July 10, 2024	4.69%

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org** and must be received by 1:30 p.m., Wednesday, July 5, 2023. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 10, 2023.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

Local Bank

Date: 6-28-23

By: Tracye Gardner

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	MOU

ITEM TITLE: Acknowledge the Memorandum of Understanding (MOU) between the City of Sallisaw and the Cherokee Nation

INITIATOR: Fire Chief
City Manager
Cherokee Nation

STAFF INFORMATION SOURCE: Fire Chief
Cherokee Nation

BACKGROUND: In May, the Cherokee Nation launched the Cherokee Nation Public Safety Partners Grant. This is a $13 million investment in county and local first responder agencies across the Cherokee Nation reservation. The Public Safety Partners Program provides grants of up to $50,0000 for capital and equipment needs for first responder agencies. The City of Sallisaw has requested $50,000 for both the police department and the fire department, and it is important to note that there is no match requirement.

EXHIBITS: 1. Grant Cherokee

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of MOU betweent the City of Sallisaw and the Cherokee Nation.

MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding (MOU), the **[City of Sallisaw/Sallisaw Fire Department]** and **Cherokee Nation**, acknowledge and agree as follows:

1. The Cherokee Nation is a federally-recognized Indian tribe with its present tribal headquarters located south of Tahlequah, Oklahoma.
2. As the United States Congress recognized in Pub. L. 107-331, Title VI, § 602(3), the Cherokee Nation is the sovereign entity that entered into and is bound by the treaties it signed with the United States, including the treaties establishing the Cherokee Nation Reservation.
3. The United States and the Cherokee Nation were the only parties to these treaties. No other tribe shares with the Cherokee Nation the legal rights provided under the federal treaties entered into by the Cherokee Nation and the United States.
4. As such, under federal law, the Cherokee Nation is the only Indian tribe that enjoys the legal rights to, and sovereign authority over, the Cherokee Nation Reservation.
5. The Cherokee Nation possesses *exclusive tribal jurisdiction* within the boundaries of the Cherokee Nation Reservation.
6. The boundaries of the Cherokee Nation Reservation encompass the geographic area owned by the Cherokee Nation under the Treaty with the Cherokee, December 29, 1835, 7 Stat. 478, as modified under the Treaty of July 19, 1866, 14 Stat. 799, and the 1891 agreement ratified by Act of March 3, 1893, 27 Stat. 612.
7. Nothing contained in this MOU alters or diminishes either party's authority and/or jurisdiction within the boundaries of the Cherokee Nation Reservation.
8. **[City of Sallisaw/Sallisaw Fire Department]** is an entity that operates on a governmental and/or non-profit basis within the Cherokee Nation reservation, providing programs and/or services that have a positive impact on public safety within the Cherokee Nation Reservation, including but not limited to;

    a. law enforcement services;
    b. emergency dispatch services;
    c. emergency medical services;
    d. emergency fire response services.

9. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support, including Beneficiary payments to organizations, is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.

10. Cherokee Nation and [**City of Sallisaw/Sallisaw Fire Department**] mutually agree to achieve compliance with the use of resources provided under the RRR plan; by means of open communications, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with Cherokee Nation and federal law, including ARPA SLFRF Guidance.

11. The parties further understand that the provision and use of this payment are subject to the following:

a. That [**City of Sallisaw/Sallisaw Fire Department**] has identified the use of the funds (up to$50,000.00) and is required by U.S. Treasury guidance, Cherokee Nation policy and this MOU to utilize any and all contributions mentioned herein as agreed.
b. **[City of Sallisaw/Sallisaw Fire Department]** acknowledges that the Cherokee Nation possesses exclusive tribal sovereign authority and jurisdiction within the Cherokee Nation Reservation, and therefore will not endorse or enter into any agreements with any tribe except the Cherokee Nation on matters related to the Cherokee Nation Reservation, including agreements related to public safety resources or jurisdiction within the boundaries of the Cherokee Nation Reservation.
c. The Cherokee Nation's involvement in **[City of Sallisaw/Sallisaw Fire Department]** efforts, insofar as this agreement is concerned, will cease entirely by close of business on the last business day of December 2024.
d. The failure of [**City of Sallisaw/Sallisaw Fire Department**] to comply with any section of this MOU, any agreements pursuant thereto, ARPA SLFRF Guidance, or any laws, rules or regulations relating to ARPA may result in Cherokee Nation recouping up to 100% of the funds provided under this agreement and/or disallowance of funding to **[City of Sallisaw/Sallisaw Fire Department]** from Cherokee Nation for Cherokee Nation fiscal year 2022-2024.

12. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution, is entered into in the Cherokee Nation reservation, is entered into under the laws of the Cherokee Nation and may be modified by either party in writing between the date of the dispersal of funds and December 1st 2024 and must be agreed upon by both parties and resigned before effective.

***see signature page**

Signature page:

For Cherokee Nation

______________________ Date: ________
Chuck Hoskin, Jr.
Principal Chief

Cherokee Nation
PO Box 948
Tahlequah OK 74465

For Mayor of Sallisaw

_________________________ Date:_____
Printed Name:_____________
Title: ____________________

Address:

Concurrence: **Sallisaw Fire Chief**

____
Sign and print

Anthony Armstrong

ADMINISTRATIVE REPORTS

Meeting Date:	July 10, 2023
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- July 11, 2023, Pre-Bid meeting for the new swimming complex
- July 18, 2023, Bid opening for the new swimming complex
- July 12, 2023, GRDA Board Meeting
- August 14, 2023, BOCC Meeting

City Manager Reports

I want to congratulate Jessica Robertson on passing the American Public Power Association Key Accounts program. Jessica is the first from Sallisaw and one of few across Oklahoma to achieve this. Commercial and industrial key accounts need special attention—the Key Accounts Certificate Program is designed to show how to nurture strategic relationships and build trust and loyalty.

Due to the recent storms, the city has scheduled a brush pickup service beginning July 10. The street and parks departments will be providing the pickup services. We anticipate it will take 2-3 weeks to go through town. Information regarding brush pickup has been posted to all of our social media, and provided to the local media.

Brushy Lake: We continue to have excellent attendance at Brushy. As you know, we added the playground equipment last year, and we continue to discuss ways to improve the campgrounds. One item we are looking at to assist in operations, is moving to a cashless pay system. This will be easier to use, and provide up-to-date status of the sites taken and available. Total campers for the last few months are: April 90, May 96, June 95.

City Projects
Police Department Exterior Remodel, Rendering of new externior colors.

Sequoyah Trail Restroom