

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

August 14, 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 Jessica Robertson For Completion of the American Public Power Association Key Accounts Program, and Becoming a Public Power Key Accounts Manager**
- 4. Removal of any Item from the Consent Agenda**
- 5. Consent Agenda**
 - (a) Consider Approval of Regular Minutes of July 10, 2023 and Special Meeting of July 17, 2023
 - (b) Acknowledge Invoice Paid Report for July
 - (c) Acknowledge the Mayor's Reappointment of Crystal Sides to the Sallisaw Planning Commission for a Three (3) Year Term Ending September 2026
 - (d) Acknowledge the Mayor's Reappointment of Scott Looper to the Sallisaw Planning Commission for a Three (3) Year Term Ending September 2026
- 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 Request to Cancel the Regular Meeting of November 13, 2023 and Hold a Special Meeting on November 9, 2023**
- 11. Discussion and Possible Approval to Decline CDBG Grant 18551 CDBG 21, in the Amount of \$600,000, Allowing City to Utilize Budgeted Matching Funds for Construction of Landfill Cell 8A**
- 12. Discuss and Consider Approval of Items Related to the JSV Taxiway and Apron Crack Seal and Seal Coat Project at the Sallisaw Municipal Airport**
 - (a) Accept Bids Received
 - (b) Consider Approval of the Award of Contract to Custom Pavement Maintenance and Safety of Van Buren, Arkansas, in the Amount of \$178,510.00 and, Authorize Garver Engineering to Execute all Related Documents, Including the Contract, Upon Receiving Approval of Such From the City Attorney; Authorize the City Manager to Sign
- 13. Discuss and Consider Approval of Amendment No. 1 to Work Order No. 2, In The Amount of \$35,650.00, To Garver Engineering, for Grant Administration Assistance and Construction Administration Services for the Sallisaw Municipal Airport Taxiway and Apron Crack Seal and Seal Coat Project**
- 14. Discuss and Consider Approval of Purchase Order No. 98711, Issued to Joe Cooper Chervolet, of Oklahoma City, Oklahoma, in the Amount of \$78,970.00 for the Purchase of Two (2) 2023 Chevy 1500 Tahoes**
- 15. Discuss and Consider Approval of Purchase Order No. 98737, Issued to Piney Mountain Industrial, of Waldron, Arkansas, *in an Amount not to Exceed \$30,000.00* For The Purchase of Two (2) New Pumps for Lift Station #1**
- 16. Discuss and Consider Approval of Purchase Order No. 98748, Issued to Vermeer**

Great Plains of Catoosa, Oklahoma, in the amount of \$61,910.00 for a Chipper for the Tree Trimming Department

- 17. Discuss and Consider Approval of Purchase Order No. 98749, Issued to Core & Main of Owasso, Oklahoma, in the amount of \$27,000.00 For the Installation of Two (2) 10" EZ Valve on Kerr Boulevard**
- 18. Discuss and Consider Approval of Purchase Order No. 98750, Issued to Imperium Supply of Edmond, Oklahoma, *in an Amount Not to Exceed \$26,000.00* for Repairs and/or Replacement of Various Sized Transformers**
- 19. Acknowledge and Consider Approval of Amendment, in the Amount of \$885.25, to Previously Approved Purchase Order No. 92245 Issued to Anixter Inc.; Final Amount \$47,885.25**
- 20. Discuss and Consider Approval of Planning Commission Case No. PC 2023-04; Plat Presentation of Clara Stovall Addition by Clara Ellen Stovall**
- 21. Discuss and Consider Approval of Planning Commission Case No. PC 2023-05; Rezoning Request From A-1 to R-1 by Clara Ellen Stovall; and, Ordinance No. 2023-07 with Emergency Clause**
- 22. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff**
- 23. Receive Update on Current and Future Projects; Possible Direction to Staff**
- 24. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff**
- 25. Administrative Reports**
- 26. Adjourn**

Posted: AUGUST 10, 2023

Time: 4:00 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JULY 10, 2023

The Board of Commissioners met in a regular meeting on July 10, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by emailing KXXMX; by posting at city hall on July 7, 2023 at 12:34; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Keith Miller, Terry Franklin, George Bormann, Ben Spyres, Casey Rogers, Jamie Phillips, Clint Smith, Dale Chew,	City Manager City Attorney City Clerk Building Development Director Chief of Police Economic Development Director Computer Technician Crew Leader - Landfill Solid Waste Superintendent IT Director Patrolman
Others present:	Wesley McGuirt; Morgan McGuirt; Lenora Skelton; Treye Girdner; John Weber; Andrea Weber; Kiowa Coffman; GW Bormann; Lynn Adams; Others Unidentified	

1. Meeting Called to Order

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

2. Declaration of a Quorum

A quorum was declared present.

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

Chief Franklin and Mayor Martens presented Captain Weber and Officer McGuirt the Police Medal of Valor for their heroic actions during the Diamond Daze Festival on May 6th, where the Captian and Officer put themselves in harms way in order to save those attending the festival.

4. Removal of any Item from the Consent Agenda

None.

5. Consent Agenda

a Consider Approval of Regular Minutes of June 12, 2023

b Acknowledge Invoice Paid Report for June

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

6. Consider any Item Removed from the Consent Agenda

None.

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

Motion was made by Mendiola, seconded by Bailey, to recess the Board Of City Commissioners Meeting. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Meeting recessed at 6:04 p.m.

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

Motion was made by Bailey, seconded by Peerson, to reconvene the Board of City Commissioners meeting. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting reconvened at 7:32 p.m.

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

Motion was made by Bailey, seconded by Peerson, to table the resolution amending the Master Fee Schedule and to bring it back at the August meeting. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Mendiola, for approval of Local Banks request to name street, which is currently being constructed between No Name Street and Kerr Boulevard, Chapman Avenue. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Peerson, seconded by Bailey, to declare real property, Lot 2 Block 28 in the City of Sallisaw, Sequoyah County, Oklahoma as surplus and directed staff to solicit sealed bids. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, to accept the donation of real property from the Sequoyah County Board of City Commissioners (501 and 503 Walnut Place). Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

13. Discuss and Consider Change Order No. 1 in the Amount of \$20,314.00 for the

Sallisaw Police Department Exterior Improvements Project

Motion was made by Bailey, seconded by Peerson, for approval of Change Order No. 1 in the amount of \$20,314.00 for the Sallisaw Police Department Exterior Project. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No. 98403, issued to Clifford Power, *in an amount not to exceed \$25,000.00*. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No. 98383, issued to Interworks, *in an amount not to exceed \$35,000.00*. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

The City Manager reviewed changes with the Board. Motion was made by Lowe, seconded by Mendiola, for approval of Administrative Policy 2.004.00, Revision 4. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Peerson, for approval of the Master Agreement for Services with Quest Site Solutions, LLC. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Peerson, for approval to invest a General

Fund Certificate of Deposit with Armstrong Bank for 273 days at 5.13% interest. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Mendiola, to acknowledge the Memorandum of Understanding with Cherokee Nation, Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

George Bormann gave updates on economic development and grant activities. No direction given.

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

Keith Miller gave an update on current and future projects. No direction given.

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

They City Manager gave a financial status update. No direction given.

23. Administrative Reports

Administrative notes from Keith Skelton. He congratulated Jessica Robertson on passing the American Public Power Key Accounts Program. He noted that the brush run, for storm debris, had started. Brushy Lake continues to be full on the weekends and we continue to look for improvements.

24. Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting there being no further business. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 8:04 p.m.

Approved this 14th day of August, 2023.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
JULY 17, 2023

The Board of Commissioners met in a special meeting on July 17, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by emailing KXXMX; by posting at city hall on July 13, 2023 at 9:50 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Terry Franklin, Rebecca Greer,	City Manager City Attorney City Clerk Director of Finance Chief of Police Patrolman
Others present:	Lynn Adams; KC Holzhammer; Lenora Skelton	

1. Meeting Called to Order

Mayor Martens called the meeting to order. The Meeting began at 5:00 p.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Consider Motion to Convene in Executive Session for the Purpose of Conducting Job Performance Review of the City Manager; as Authorized by Title 25 O.S., § 307(B)(1)

Motion was made by Bailey, seconded by Mendiola, to covene in executive session.

Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Executive session began at 5:01 p.m.

4. Consider Motion to Reconvene to Regular Session

Motion was made by Peerson, seconded by Mendiola, to reconvene to regular session.

Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0. Reconvened to regular session at 6:39 p.m.

5. Any Action or Direction Pursuant to Executive Session

None.

6. 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 6:40 p.m.

Approved this 14th day of August, 2023.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 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
2. 8.14.2023 Utility Rate Adjustments

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 September 1, 2023.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 14th day of August 2023.

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

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)



CITY OF SALLISAW
MASTER FEE SCHEDULE
EFFECTIVE SEPTEMBER 1, 2023

As adopted on AUGUST 14, 2023 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

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Section 1. Administration and Business Related Fees

Administration and Business Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records	City Cost		
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00		Per video
Copy of Municipal Code Book (must be ordered) 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	<i>*See applicable City Ordinance*</i>		
Coin Operated Amusement (Due on or before January 1 st each year)	\$30.00		Per unit per year
Adult Business License Fee	\$1,000.00		Per year
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

¹ 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 -Full Service	\$350.00		Minimum deposit for a commercial account
Commercial Master Water Meter for Apartment Complex -Water Service Only		\$75.00 per unit	Landlord pays water usage based on a master meter

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	\$15.00	First container
RSW-1, Residential Garbage per month	\$6.00	\$7.50	Each additional container
	-		
CSW-1, Commercial Garbage per month	\$15.00	\$20.00	First container
CSW-1, Commercial Garbage per month	\$7.50	\$12.00	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	\$380.00	Per Setting, Prepaid
CSW-2, Dumpster Container	\$4.00	\$5.00	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	\$ 5.00	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 21.67	\$ 43.33	\$ 65.00	\$ 86.67	\$ 108.33
2	2 Cubic Yards per month	\$ 43.33	\$ 86.67	\$ 130.00	\$ 173.33	\$ 216.67
4	4 Cubic Yards per month	\$ 86.67	\$ 173.33	\$ 260.00	\$ 346.67	\$ 433.33
6	6 Cubic Yards per month	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00
8	8 Cubic Yards per month	\$ 173.33	\$ 346.67	\$ 520.00	\$ 693.33	\$ 866.67

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 (Change 9/1/2023)
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 LONGER ACCEPTED			

Water Services

Water Rates and Fees	Rate	Rate Change	Note
RW-1, Residential Water, effective September 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 September 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
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 September 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 September 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
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Licensing of Dogs and Cats	Rate	Rate Change	Note
LIFETIME LICENSE: Lifetime dog or cat license fee Requires Microchip. Includes registration of microchip.	\$30.00		Lifetime
YEARLY LICENSE: Dog or cat license fee, no microchip. Requires yearly renewal	\$75.00		Per year
Re-issue of lost or destroyed city animal tag	\$10.00		Each Tag
Dog or cat micro-chip Registration in lieu of annual tag, or until change in ownership	\$10.00		
Hobbyist Breeder Permit: A permit may be issued to hobbyist who are in compliance with city ordinances. Limit of four (4), not to exceed five (5) dogs, cats, or combination of. Each animal must have its own permit and location must be inspected by animal welfare and code enforcement.	\$60.00		Requires yearly renewal. In addition, each animal must have its own license.
LIFETIME LICENSE: License for each dog or cat, lifetime or change in ownership for persons over age of 65	Cost of Microchip		

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

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$125.00 plus \$.10 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 2 nd and subsequent re-inspections	\$25.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$50.00		Per hour, 1 hour minimum
Gas Line Test/Inspection Fee	\$25.00		Each, in addition to permit required
Sewer Tap Inspection Fee	\$25.00		Each, in addition to permit required

Other Permit Fees	Rate	Rate Change	Note
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$500.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$25.00		
Garage Sale Permit Fee –Residential property, limit 4 per 12-month period, requires application and license for each sale.	NC		
Miscellaneous Permits (includes; storm shelters, awnings, firework stands, fences, tents, siding.(All items not listed but governed by construction codes)	\$20.00		Each
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
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	

City of Sallisaw Rate Adjustment Summary

Adjusted Revenues - FY 2024

8/7/2023

Total Revenue Adjustments

	ADDITIONAL REVENUE (ESTIMATED)	
Residential Water	\$	59,361
Commercial Water	\$	50,770
	\$	110,131
Residential Sewer	\$	162,107
Commercial Sewer	\$	55,377
	\$	217,484
Residential Sanitation	\$	131,148
Commercial Sanitation (Carts)	\$	10,320
Commercial Sanitation (Dumpsters)	\$	4,656
Commercial Sanitation (Roll off)	\$	17,040
	\$	163,164
Estimated Additional Revenue	\$	490,779

<u>Water rate impact per customer</u>	<u>Residential</u>	<u>Commercial</u>
Customer Count	2,862	417
Additional Revenue	\$ 59,361	\$ 50,770
Impact Customer Per Month	\$ 1.73	\$ 10.15
<u>Sewer rate impact per customer</u>		
Customer Count	2,661	393
Additional Revenue	\$ 162,107	\$ 55,377
Impact Customer Per Month	\$ 5.08	\$ 11.74
<u>Sanitation rate impact per customer</u>		
Customer Count	3,643	560
Additional Revenue	\$ 131,148	\$ 14,976
Impact Customer Per Month	\$ 3.00	\$ 2.23
Overall impact per residential customer per month	\$ 9.81	\$ 24.12

	Current	Proposed	Additional Rev Estimated
Landfill Tip Fee-No Contract	\$ 34.00	\$ 50.00	\$ 787,795

CDBG Grant - Water/Sewer Requirements

5,000 gallons water + 5,000 gallons of sewer must equal \$45.00
for maximum points on any CDBG grant application

	<u>Current Rates</u>	<u>New rates</u>	
Water 5,000 Gallons	\$ 28.88	\$ 31.95	
Sewer 5,000 gallons	\$ 19.50	\$ 23.85	
	\$ 48.38	\$ 55.80	
	Increase	\$ 7.42	
	% Increase	15%	OK For CDBG

Sanitation Rates

8/7/2023

Residential	Current	Proposed	Difference		% Increase
One Container	\$ 12.00	\$ 15.00	\$ 3.00	each	25%
Additional Container	\$ 6.00	\$ 7.50	\$ 1.50	each	25%
FY 2023 Residential Rev-Yr	\$ 575,000	\$ 706,148	\$ 131,148		
Billing Units	43,716	43,716			
Avg Billing Units/mth	3,643	3,643		May 2023 billing customers	
Revenue Per Unit-Yr	\$ 157.84	\$ 193.84	\$ 36.00		
Avg Revenue Per Unit-Mth	\$ 13.15	\$ 16.15	\$ 3.00		

Note Sanitation: Estimated around 950 customers have a second poly cart

Commercial Carts - No Dumpsters

One Container	\$ 15.00	\$ 20.00	\$ 5.00	each	
Additional Container	\$ 7.50	\$ 12.00	\$ 4.50	each	
FY 2023 Commercial Rev-Yr	\$ 91,964	\$ 102,284	\$ 10,320		
Billing Units	2,064	2,064			
Avg Billing Units/mth	172	172		May 2023 billing customers	
Revenue Per Unit-Yr	\$ 534.67	\$ 594.67	\$ 60.00		
Avg Revenue Per Unit-Mth	\$ 44.56	\$ 49.56	\$ 5.00		

Commercial Dumpsters

Dumpster /CY	\$ 4.00	\$ 5.00	\$ 1.00	Cubic Yd	25%
FY 2023 Dumpster Rev-Yr	\$ 446,509	\$ 451,165	\$ 4,656		
Billing Units	4,656	4,656			
Dumpster Avg Units Billed	388	388		May 2023 billing customers	
Revenue Per Unit-Yr	\$ 1,150.80	\$ 1,162.80			
Avg Revenue Per Unit-Mth	\$ 95.90	\$ 96.90			

	Current	Proposed	Difference		
Roll Off Container	\$ 340.00	\$ 380.00	\$ 40.00		12%
Settings	426	426		From master sheet	
FY 2023 Roll Off Revenue	\$ 144,840	\$ 161,880	\$ 17,040		

Estimated Additional Revenue Sanitation Services

Estimated Residential Revenue Increase	\$ 131,148
Estimated Commercial Revenue Increase	\$ 14,976
Estimated Roll Off Increase	\$ 17,040
Total Revenue Adjustment	\$ 163,164

COMMERCIAL SANITATION RATE SCHEDULE DUMPSTER BILLING CALCULATION

8/7/2023

Cubic Yards	Per week	Weeks Yr	Mths Year
1	1	52	12

Current Rate		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES	Count
		PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK	April 2023
	\$ 4.00						
1	1 Cubic Yard per month	\$ 17.33	\$ 34.67	\$ 52.00	\$ 69.33	\$ 86.67	150
2	2 Cubic Yards per month	\$ 34.67	\$ 69.33	\$ 104.00	\$ 138.67	\$ 173.33	68
4	4 Cubic Yards per month	\$ 69.33	\$ 138.67	\$ 208.00	\$ 277.33	\$ 346.67	77
6	6 Cubic Yards per month	\$ 104.00	\$ 208.00	\$ 312.00	\$ 416.00	\$ 520.00	60
8	8 Cubic Yards per month	\$ 138.67	\$ 277.33	\$ 416.00	\$ 554.67	\$ 693.33	29

Proposed	\$ 5.00						
1	1 Cubic Yard per month	\$ 21.67	\$ 43.33	\$ 65.00	\$ 86.67	\$ 108.33	
2	2 Cubic Yards per month	\$ 43.33	\$ 86.67	\$ 130.00	\$ 173.33	\$ 216.67	
4	4 Cubic Yards per month	\$ 86.67	\$ 173.33	\$ 260.00	\$ 346.67	\$ 433.33	
6	6 Cubic Yards per month	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00	
8	8 Cubic Yards per month	\$ 173.33	\$ 346.67	\$ 520.00	\$ 693.33	\$ 866.67	

Change	1 Cubic Yard	4.33	8.67	13.00	17.33	21.67	
	2 Cubic Yards	8.67	17.33	26.00	34.67	43.33	
	4 Cubic Yards	17.33	34.67	52.00	69.33	86.67	
	6 Cubic Yards	26.00	52.00	78.00	104.00	130.00	
	8 Cubic Yards	34.67	69.33	104.00	138.67	173.33	

RESIDENTIAL WATER RATES

8/7/2023

	Current	Proposed	Difference	User Count	Avg Gallons	% Change
First 2,000 Gallons (Minimum) \$	21.50	\$ 24.00	\$ 2.50	771	1,108	11.6%
Next 1,000 gallons(3000) \$	2.45	\$ 2.60	\$ 0.15	447	2,525	6.1%
Next 1,000 gallons(4000) \$	2.46	\$ 2.65	\$ 0.19	431	3,533	7.7%
Next 1,000 gallons(5000) \$	2.47	\$ 2.70	\$ 0.23	332	4,494	9.3%
5,001 to 10,000 gallons (+15%) \$	2.89	\$ 3.12	\$ 0.23	676	6,825	7.8%
Over 10,000 gallons (+25%) \$	3.61	\$ 3.89	\$ 0.28	205	20,275	7.9%

2862

Additional Revenue		Yearly	Monthly	Avg Per Customer	
Level 1	Minimum	\$ 23,130	\$ 1,928	\$ 2.50	
Level 2	up to 3000	\$ 2,032	\$ 169	\$ 0.38	
Level 3	up to 4000	\$ 3,472	\$ 289	\$ 0.67	
Level 4	up to 5000	\$ 4,118	\$ 343	\$ 1.03	
Level 5	5001 up to 10,000	\$ 12,457	\$ 1,038	\$ 1.54	
Level 6	Over 10,000	\$ 14,152	\$ 1,179	\$ 5.75	
		\$ 59,361	\$ 4,947	\$ 1.73	Avg Per Mth

Usage	Level	Current Costs Residential	Proposed Residential	Difference	Change %
2,000	2	\$ 21.50	\$ 24.00	\$ 2.50	12%
3,000	3	\$ 23.95	\$ 26.60	\$ 2.65	11%
4,000	4	\$ 26.41	\$ 29.25	\$ 2.84	11%
5,000	5	\$ 28.88	\$ 31.95	\$ 3.07	11%
6,000	6	\$ 31.77	\$ 35.07	\$ 3.30	10%
7,000	7	\$ 34.66	\$ 38.18	\$ 3.52	10%
8,000	8	\$ 37.55	\$ 41.30	\$ 3.75	10%
9,000	9	\$ 40.44	\$ 44.41	\$ 3.97	10%
10,000	10	\$ 43.33	\$ 47.53	\$ 4.20	10%
11,000	11	\$ 46.22	\$ 50.64	\$ 4.42	10%
12,000	12	\$ 49.83	\$ 54.53	\$ 4.70	9%
13,000	13	\$ 53.44	\$ 58.43	\$ 4.99	9%
14,000	14	\$ 57.05	\$ 62.32	\$ 5.27	9%
15,000	15	\$ 60.66	\$ 66.22	\$ 5.56	9%
16,000	16	\$ 64.27	\$ 70.11	\$ 5.84	9%
17,000	17	\$ 67.88	\$ 74.00	\$ 6.12	9%
18,000	18	\$ 71.49	\$ 77.90	\$ 6.41	9%
19,000	19	\$ 75.10	\$ 81.79	\$ 6.69	9%
20,000	20	\$ 78.71	\$ 85.68	\$ 6.97	9%
21,000	21	\$ 82.32	\$ 89.58	\$ 7.26	9%
22,000	22	\$ 85.93	\$ 93.47	\$ 7.54	9%
23,000	23	\$ 89.54	\$ 97.37	\$ 7.83	9%
24,000	24	\$ 93.15	\$ 101.26	\$ 8.11	9%
25,000	25	\$ 96.76	\$ 105.15	\$ 8.39	9%

Avg User
4,849
FY 2022
Util Study

RESIDENTIAL WATER RATES

8/7/2023

Usage	Level	Current Costs Residential	Proposed Residential	Difference	Change %
26,000	26	\$ 100.37	\$ 109.05	\$ 8.68	9%
27,000	27	\$ 103.98	\$ 112.94	\$ 8.96	9%
28,000	28	\$ 107.59	\$ 116.83	\$ 9.24	9%
29,000	29	\$ 111.20	\$ 120.73	\$ 9.53	9%
30,000	30	\$ 114.81	\$ 124.62	\$ 9.81	9%
31,000	31	\$ 118.42	\$ 128.52	\$ 10.10	9%
32,000	32	\$ 122.03	\$ 132.41	\$ 10.38	9%
33,000	33	\$ 125.64	\$ 136.30	\$ 10.66	8%
34,000	34	\$ 129.25	\$ 140.20	\$ 10.95	8%
35,000	35	\$ 132.86	\$ 144.09	\$ 11.23	8%
36,000	36	\$ 136.47	\$ 147.98	\$ 11.51	8%
37,000	37	\$ 140.08	\$ 151.88	\$ 11.80	8%
38,000	38	\$ 143.69	\$ 155.77	\$ 12.08	8%
39,000	39	\$ 147.30	\$ 159.67	\$ 12.37	8%
40,000	40	\$ 150.91	\$ 163.56	\$ 12.65	8%
41,000	41	\$ 154.52	\$ 167.45	\$ 12.93	8%
42,000	42	\$ 158.13	\$ 171.35	\$ 13.22	8%
43,000	43	\$ 161.74	\$ 175.24	\$ 13.50	8%
44,000	44	\$ 165.35	\$ 179.13	\$ 13.78	8%
45,000	45	\$ 168.96	\$ 183.03	\$ 14.07	8%
46,000	46	\$ 172.57	\$ 186.92	\$ 14.35	8%
47,000	47	\$ 176.18	\$ 190.82	\$ 14.64	8%
48,000	48	\$ 179.79	\$ 194.71	\$ 14.92	8%
49,000	49	\$ 183.40	\$ 198.60	\$ 15.20	8%
50,000	50	\$ 187.01	\$ 202.50	\$ 15.49	8%
51,000	51	\$ 190.62	\$ 206.39	\$ 15.77	8%
52,000	52	\$ 194.23	\$ 210.28	\$ 16.05	8%
53,000	53	\$ 197.84	\$ 214.18	\$ 16.34	8%
54,000	54	\$ 201.45	\$ 218.07	\$ 16.62	8%
55,000	55	\$ 205.06	\$ 221.97	\$ 16.91	8%
56,000	56	\$ 208.67	\$ 225.86	\$ 17.19	8%
57,000	57	\$ 212.28	\$ 229.75	\$ 17.47	8%
58,000	58	\$ 215.89	\$ 233.65	\$ 17.76	8%
59,000	59	\$ 219.50	\$ 237.54	\$ 18.04	8%
60,000	60	\$ 223.11	\$ 241.43	\$ 18.32	8%
61,000	61	\$ 226.72	\$ 245.33	\$ 18.61	8%
62,000	62	\$ 230.33	\$ 249.22	\$ 18.89	8%
63,000	63	\$ 233.94	\$ 253.12	\$ 19.18	8%
64,000	64	\$ 237.55	\$ 257.01	\$ 19.46	8%
65,000	65	\$ 241.16	\$ 260.90	\$ 19.74	8%
66,000	66	\$ 244.77	\$ 264.80	\$ 20.03	8%
67,000	67	\$ 248.38	\$ 268.69	\$ 20.31	8%

RESIDENTIAL WATER RATES

8/7/2023

Usage	Level	Current Costs Residential	Proposed Residential	Difference	Change %
68,000	68	\$ 251.99	\$ 272.58	\$ 20.59	8%
69,000	69	\$ 255.60	\$ 276.48	\$ 20.88	8%
70,000	70	\$ 259.21	\$ 280.37	\$ 21.16	8%
71,000	71	\$ 262.82	\$ 284.27	\$ 21.45	8%
72,000	72	\$ 266.43	\$ 288.16	\$ 21.73	8%
73,000	73	\$ 270.04	\$ 292.05	\$ 22.01	8%
74,000	74	\$ 273.65	\$ 295.95	\$ 22.30	8%
75,000	75	\$ 277.26	\$ 299.84	\$ 22.58	8%
76,000	76	\$ 280.87	\$ 303.73	\$ 22.86	8%
77,000	77	\$ 284.48	\$ 307.63	\$ 23.15	8%
78,000	78	\$ 288.09	\$ 311.52	\$ 23.43	8%
79,000	79	\$ 291.70	\$ 315.42	\$ 23.72	8%
80,000	80	\$ 295.31	\$ 319.31	\$ 24.00	8%
100,000	100	\$ 367.51	\$ 397.18	\$ 29.67	8%
125,000	125	\$ 457.76	\$ 494.53	\$ 36.77	8%
150,000	150	\$ 548.01	\$ 591.87	\$ 43.86	8%
200,000	200	\$ 728.51	\$ 786.56	\$ 58.05	8%
300,000	300	\$ 1,089.51	\$ 1,175.93	\$ 86.42	8%
400,000	400	\$ 1,450.51	\$ 1,565.31	\$ 114.80	8%
500,000	500	\$ 1,811.51	\$ 1,954.68	\$ 143.17	8%
600,000	600	\$ 2,172.51	\$ 2,344.06	\$ 171.55	8%
700,000	700	\$ 2,533.51	\$ 2,733.43	\$ 199.92	8%
800,000	800	\$ 2,894.51	\$ 3,122.81	\$ 228.30	8%
900,000	900	\$ 3,255.51	\$ 3,512.18	\$ 256.67	8%

COMMERCIAL WATER RATES

8/7/2023

	Current	Proposed	Difference	users	Avg Gallons	% change
First 2,000 Gallons (Minimum)	\$ 24.00	\$ 26.50	\$ 2.50	192	762	10.4%
2,001 to 10,000 gallons	\$ 2.75	\$ 3.10	\$ 0.35	119	2,690	12.7%
10,001 to 18,000 Gallons +18%	\$ 3.25	\$ 3.66	\$ 0.41	26	13,032	12.6%
Over 18,000 gallons +25%	\$ 4.06	\$ 4.57	\$ 0.51	80	85,380	12.6%
*over 18,000 currently +25%				417		

Additional Revenue		Yearly	Monthly	
Level 1	<=2000 & BASE	\$ 5,760	\$ 480	
Level 2	2,001 to 10,000	\$ 1,344	\$ 112	
Level 3	10,001 to 18,000	\$ 1,659	\$ 138	
Level 4	over 18,000	\$ 42,007	\$ 3,501	
		\$ 50,770	\$ 4,231	\$ 10.15 Avg Per Mth

Usage	Level	Current Costs Commercial	Proposed Commercial	Difference	Change %
2,000	2	\$ 24.00	\$ 26.50	\$ 2.50	10.4%
3,000	3	\$ 26.75	\$ 29.60	\$ 2.85	10.7%
4,000	4	\$ 29.50	\$ 32.70	\$ 3.20	10.8%
5,000	5	\$ 32.25	\$ 35.80	\$ 3.55	11.0%
6,000	6	\$ 35.00	\$ 38.90	\$ 3.90	11.1%
7,000	7	\$ 37.75	\$ 42.00	\$ 4.25	11.3%
8,000	8	\$ 40.50	\$ 45.10	\$ 4.60	11.4%
9,000	9	\$ 43.25	\$ 48.20	\$ 4.95	11.4%
10,000	10	\$ 46.00	\$ 51.30	\$ 5.30	11.5%
11,000	11	\$ 49.25	\$ 54.96	\$ 5.71	11.6%
12,000	12	\$ 52.50	\$ 58.62	\$ 6.12	11.6%
13,000	13	\$ 55.75	\$ 62.27	\$ 6.52	11.7%
14,000	14	\$ 59.00	\$ 65.93	\$ 6.93	11.7%
15,000	15	\$ 62.25	\$ 69.59	\$ 7.34	11.8%
16,000	16	\$ 65.50	\$ 73.25	\$ 7.75	11.8%
17,000	17	\$ 68.75	\$ 76.91	\$ 8.16	11.9%
18,000	18	\$ 72.00	\$ 80.56	\$ 8.56	11.9%
19,000	19	\$ 76.06	\$ 85.14	\$ 9.08	11.9%
20,000	20	\$ 80.12	\$ 89.71	\$ 9.59	12.0%
21,000	21	\$ 84.18	\$ 94.28	\$ 10.10	12.0%
22,000	22	\$ 88.24	\$ 98.85	\$ 10.61	12.0%
23,000	23	\$ 92.30	\$ 103.43	\$ 11.13	12.1%
24,000	24	\$ 96.36	\$ 108.00	\$ 11.64	12.1%
25,000	25	\$ 100.42	\$ 112.57	\$ 12.15	12.1%
26,000	26	\$ 104.48	\$ 117.14	\$ 12.66	12.1%
27,000	27	\$ 108.54	\$ 121.72	\$ 13.18	12.1%
28,000	28	\$ 112.60	\$ 126.29	\$ 13.69	12.2%



Avg User
16,248
FY 2022
Util Study

COMMERCIAL WATER RATES

8/7/2023

Usage	Level	Current Costs Commercial	Proposed Commercial	Difference	Change %
29,000	29	\$ 116.66	\$ 130.86	\$ 14.20	12.2%
30,000	30	\$ 120.72	\$ 135.43	\$ 14.71	12.2%
31,000	31	\$ 124.78	\$ 140.01	\$ 15.23	12.2%
32,000	32	\$ 128.84	\$ 144.58	\$ 15.74	12.2%
33,000	33	\$ 132.90	\$ 149.15	\$ 16.25	12.2%
34,000	34	\$ 136.96	\$ 153.72	\$ 16.76	12.2%
35,000	35	\$ 141.02	\$ 158.30	\$ 17.28	12.3%
36,000	36	\$ 145.08	\$ 162.87	\$ 17.79	12.3%
37,000	37	\$ 149.14	\$ 167.44	\$ 18.30	12.3%
38,000	38	\$ 153.20	\$ 172.01	\$ 18.81	12.3%
39,000	39	\$ 157.26	\$ 176.59	\$ 19.33	12.3%
40,000	40	\$ 161.32	\$ 181.16	\$ 19.84	12.3%
41,000	41	\$ 165.38	\$ 185.73	\$ 20.35	12.3%
42,000	42	\$ 169.44	\$ 190.30	\$ 20.86	12.3%
43,000	43	\$ 173.50	\$ 194.88	\$ 21.38	12.3%
44,000	44	\$ 177.56	\$ 199.45	\$ 21.89	12.3%
45,000	45	\$ 181.62	\$ 204.02	\$ 22.40	12.3%
46,000	46	\$ 185.68	\$ 208.59	\$ 22.91	12.3%
47,000	47	\$ 189.74	\$ 213.17	\$ 23.43	12.3%
48,000	48	\$ 193.80	\$ 217.74	\$ 23.94	12.4%
49,000	49	\$ 197.86	\$ 222.31	\$ 24.45	12.4%
50,000	50	\$ 201.92	\$ 226.88	\$ 24.96	12.4%
51,000	51	\$ 205.98	\$ 231.46	\$ 25.48	12.4%
52,000	52	\$ 210.04	\$ 236.03	\$ 25.99	12.4%
53,000	53	\$ 214.10	\$ 240.60	\$ 26.50	12.4%
54,000	54	\$ 218.16	\$ 245.17	\$ 27.01	12.4%
55,000	55	\$ 222.22	\$ 249.75	\$ 27.53	12.4%
56,000	56	\$ 226.28	\$ 254.32	\$ 28.04	12.4%
57,000	57	\$ 230.34	\$ 258.89	\$ 28.55	12.4%
58,000	58	\$ 234.40	\$ 263.46	\$ 29.06	12.4%
59,000	59	\$ 238.46	\$ 268.04	\$ 29.58	12.4%
60,000	60	\$ 242.52	\$ 272.61	\$ 30.09	12.4%
61,000	61	\$ 246.58	\$ 277.18	\$ 30.60	12.4%
62,000	62	\$ 250.64	\$ 281.75	\$ 31.11	12.4%
63,000	63	\$ 254.70	\$ 286.33	\$ 31.63	12.4%
64,000	64	\$ 258.76	\$ 290.90	\$ 32.14	12.4%
65,000	65	\$ 262.82	\$ 295.47	\$ 32.65	12.4%
66,000	66	\$ 266.88	\$ 300.04	\$ 33.16	12.4%
67,000	67	\$ 270.94	\$ 304.62	\$ 33.68	12.4%
68,000	68	\$ 275.00	\$ 309.19	\$ 34.19	12.4%
69,000	69	\$ 279.06	\$ 313.76	\$ 34.70	12.4%
70,000	70	\$ 283.12	\$ 318.33	\$ 35.21	12.4%

COMMERCIAL WATER RATES

8/7/2023

Usage	Level	Current Costs Commercial	Proposed Commercial	Difference	Change %
71,000	71	\$ 287.18	\$ 322.91	\$ 35.73	12.4%
72,000	72	\$ 291.24	\$ 327.48	\$ 36.24	12.4%
73,000	73	\$ 295.30	\$ 332.05	\$ 36.75	12.4%
74,000	74	\$ 299.36	\$ 336.62	\$ 37.26	12.4%
75,000	75	\$ 303.42	\$ 341.20	\$ 37.78	12.5%
76,000	76	\$ 307.48	\$ 345.77	\$ 38.29	12.5%
77,000	77	\$ 311.54	\$ 350.34	\$ 38.80	12.5%
78,000	78	\$ 315.60	\$ 354.91	\$ 39.31	12.5%
79,000	79	\$ 319.66	\$ 359.49	\$ 39.83	12.5%
80,000	80	\$ 323.72	\$ 364.06	\$ 40.34	12.5%
83,000	83	\$ 335.90	\$ 377.78	\$ 41.88	12.5%
90,000	90	\$ 364.32	\$ 409.78	\$ 45.46	12.5%
95,000	95	\$ 384.62	\$ 432.65	\$ 48.03	12.5%
98,000	98	\$ 396.80	\$ 446.36	\$ 49.56	12.5%
100,000	100	\$ 404.92	\$ 455.51	\$ 50.59	12.5%
101,000	101	\$ 408.98	\$ 460.08	\$ 51.10	12.5%
102,000	102	\$ 413.04	\$ 464.65	\$ 51.61	12.5%
103,000	103	\$ 417.10	\$ 469.23	\$ 52.13	12.5%
104,000	104	\$ 421.16	\$ 473.80	\$ 52.64	12.5%
105,000	105	\$ 425.22	\$ 478.37	\$ 53.15	12.5%
125,000	125	\$ 506.42	\$ 569.82	\$ 63.40	12.5%
150,000	150	\$ 607.92	\$ 684.13	\$ 76.21	12.5%
175,000	175	\$ 709.42	\$ 798.45	\$ 89.03	12.5%
200,000	200	\$ 810.92	\$ 912.76	\$ 101.84	12.6%
210,000	210	\$ 851.52	\$ 958.48	\$ 106.96	12.6%
220,000	220	\$ 892.12	\$ 1,004.21	\$ 112.09	12.6%
230,000	230	\$ 932.72	\$ 1,049.93	\$ 117.21	12.6%
240,000	240	\$ 973.32	\$ 1,095.66	\$ 122.34	12.6%
250,000	250	\$ 1,013.92	\$ 1,141.38	\$ 127.46	12.6%
260,000	260	\$ 1,054.52	\$ 1,187.11	\$ 132.59	12.6%
270,000	270	\$ 1,095.12	\$ 1,232.83	\$ 137.71	12.6%
280,000	280	\$ 1,135.72	\$ 1,278.56	\$ 142.84	12.6%
290,000	290	\$ 1,176.32	\$ 1,324.28	\$ 147.96	12.6%
300,000	300	\$ 1,216.92	\$ 1,370.01	\$ 153.09	12.6%
400,000	400	\$ 1,622.92	\$ 1,827.26	\$ 204.34	12.6%
500,000	500	\$ 2,028.92	\$ 2,284.51	\$ 255.59	12.6%
600,000	600	\$ 2,434.92	\$ 2,741.76	\$ 306.84	12.6%
700,000	700	\$ 2,840.92	\$ 3,199.01	\$ 358.09	12.6%
800,000	800	\$ 3,246.92	\$ 3,656.26	\$ 409.34	12.6%
900,000	900	\$ 3,652.92	\$ 4,113.51	\$ 460.59	12.6%
1,000,000	1000	\$ 4,058.92	\$ 4,570.76	\$ 511.84	12.6%

SEWER RATE ADJUSTMENTS

8/7/2023

RESIDENTIAL SEWER	Current	Proposed	Difference	%	Users	
First 2,000 Gallons (Minimum)	\$ 15.00	\$ 18.00	\$ 3.00	20%	2,661	
Next 1,000 gallons(3000)	\$ 1.50	\$ 1.95	\$ 0.45	30%	Gallons Billed	152,680,000
Next 1,000 gallons(4000)	\$ 1.50	\$ 1.95	\$ 0.45	30%	Minimum Billed	5,322,000
Next 1,000 gallons(5000)	\$ 1.50	\$ 1.95	\$ 0.45	30%	Avg Gallons Yr	57,377 Cust
Over 5,000 gallons	\$ 1.50	\$ 1.95	\$ 0.45	30%	Avg Gallons Mth	4,781 Cust

Revenue \$ 611,274.00 FY22

*Sewer billing based on average usage for winter months

Avg Rev Per Customer \$ 229.72 Year

Avg Rev Per Customer \$ 19.14 Mth

RESIDENTIAL SEWER	Current	Proposed	users	Gallons Billed	Avg Gallons
First 2,000 Gallons (Minimum)	\$ 15.00	\$ 18.00	2,661	5,322	2
Over 2,000 gallons	\$ 1.50	\$ 1.95	2,661	147,358	55

Additional Revenue -Year

Minimum Billing	\$ 478,980	\$ 574,776
Over 2000 gallons	\$ 221,037	\$ 287,348
Est. Revenue per Month	\$ 700,017	\$ 862,124
Additional Revenue - Year		\$ 162,107

Per User Per Month \$ 5.08 Expected Average Increase

Usage	Level	Current Costs Residential	Proposed Residential	Difference	Change %
2,000	2	\$ 15.00	\$ 18.00	\$ 3.00	20%
3,000	3	\$ 16.50	\$ 19.95	\$ 3.45	21%
4,000	4	\$ 18.00	\$ 21.90	\$ 3.90	22%
5,000	5	\$ 19.50	\$ 23.85	\$ 4.35	22%
6,000	6	\$ 21.00	\$ 25.80	\$ 4.80	23%
7,000	7	\$ 22.50	\$ 27.75	\$ 5.25	23%
8,000	8	\$ 24.00	\$ 29.70	\$ 5.70	24%
9,000	9	\$ 25.50	\$ 31.65	\$ 6.15	24%
10,000	10	\$ 27.00	\$ 33.60	\$ 6.60	24%
12,000	12	\$ 30.00	\$ 37.50	\$ 7.50	25%
14,000	14	\$ 33.00	\$ 41.40	\$ 8.40	25%
16,000	16	\$ 36.00	\$ 45.30	\$ 9.30	26%
18,000	18	\$ 39.00	\$ 49.20	\$ 10.20	26%
20,000	20	\$ 42.00	\$ 53.10	\$ 11.10	26%
22,000	22	\$ 45.00	\$ 57.00	\$ 12.00	27%
24,000	24	\$ 48.00	\$ 60.90	\$ 12.90	27%
26,000	26	\$ 51.00	\$ 64.80	\$ 13.80	27%

Avg User
5,000
FY 2022
Util Study

SEWER RATE ADJUSTMENTS

8/7/2023

COMMERCIAL SEWER	Current	Proposed	Difference	%	Users	393
First 2,000 Gallons (Minimum)	\$ 17.00	\$ 20.00	\$ 3.00	18%	Gallons Billed	83,244,000
Over 2,000 gallons	\$ 2.25	\$ 2.75	\$ 0.50	22%	Minimum Billed	786,000
					Avg Gallons Yr	211,817 Cust
					Avg Gallons Mth	17,651 Cust

RESIDENTIAL SEWER	Current	Proposed	users	Billed	Avg Gallons
First 2,000 Gallons (Minimum)	\$ 17.00	\$ 20.00	393	786	2
Over 2,000 gallons	\$ 2.25	\$ 2.75	393	82,458	210

Additional Revenue -Year

Minimum Billing	\$ 80,172	\$ 94,320
Over 2000 gallons	\$ 185,531	\$ 226,760
Est. Revenue per Month	\$ 265,703	\$ 321,080

Additional Revenue - Year

	\$ 55,377
Per User Per Month	\$ 11.74 Expected Average Increase

Usage	Level	Current	Proposed	Difference	%	
2,000	2	\$ 17.00	\$ 20.00	\$ 3.00	18%	
12,000	12	\$ 39.50	\$ 47.50	\$ 8.00	20%	
13,000	13	\$ 41.75	\$ 50.25	\$ 8.50	20%	
14,000	14	\$ 44.00	\$ 53.00	\$ 9.00	20%	
15,000	15	\$ 46.25	\$ 55.75	\$ 9.50	21%	
16,000	16	\$ 48.50	\$ 58.50	\$ 10.00	21%	
17,000	17	\$ 50.75	\$ 61.25	\$ 10.50	21%	Avg User
18,000	18	\$ 53.00	\$ 64.00	\$ 11.00	21%	17,651
19,000	19	\$ 55.25	\$ 66.75	\$ 11.50	21%	FY 2022
20,000	20	\$ 57.50	\$ 69.50	\$ 12.00	21%	Util Study



LANDFILL RATE NEEDS BASED ON CURRENT TONNAGE INTAKE

\$ 34.00

Landfill Tonnage Rate

	Current	Proposed	Difference	
Tipping Fee	\$ 34.00	\$ 34.00	\$ -	per ton
State Fee	\$ 1.25	\$ 1.25	\$ -	per ton

Total Tonnage July to April 70,379

Customer	Tonnage	%		
Cash Customer	9,805	13.9%		
Town of Roland	2,212	3.1%		
Town of Muldrow	2,630	3.7%		
Triple B Sanitation	1,241	1.8%	10 mth Avg	Projection
Sue's Recycling	8,388	11.9%	839	10,066
Leflore County Solid Waste	20,960	29.8%	2,096	25,152
MSB Waste	1,482	2.1%		
(CARDS)Central Arkansas Recycling and Disposal	3,879	5.5%		
Other Smaller Haulers/Customers	19,782	28.1%	10 mth Avg	Projection
Total	70,379	100%	7,038	84,455

Landfill Tonnage 7/1/2022 through 4/30/2023

		FY 2023 Est Rev	\$ 1,925,000
Contract Customer Tonnage Projection	35,218	41.70%	\$ 802,724
Other Tip Fee Customers Projection	49,237	58.30%	\$ 1,122,276
	84,455	100%	\$ 1,925,000

Current Tip Fee No Contract Customers	\$ 34.00
Proposed Tip Fee	\$ 34.00
Increase	\$ -
Non-Contract Tonnage	49,237

Additional Revenue Estimated \$ -



FY 2024 Revenue Budget	\$ 1,850,000
Additional Revenue From Tip Fee Increase	\$ -
Estimated Gross Revenue	\$ 1,850,000 (A)



FY 2024 Budget Data

Landfill FY 2024 Operating Budget-GF	\$ 1,189,403	Cell 8 A Est Cost	\$ 1,600,000
Fund 92 Landfill Cell 8A	\$ 510,000	Available Budget	\$ 510,000
Fund 90 SMA	\$ 261,900	EXCESS (SHORT)	(\$1,090,000)
FY 2024 Budget for Landfill	\$ 1,961,303	Additional Revenue	\$ -
		EXCESS (SHORT)	(\$1,090,000)



Numbers do not include Corp of Engineers stream/wetland mitigation costs (unknown)
 Numbers do not provide for any type of savings to build for Phase II expansion or equipment needs
 Cell 8A cost increase attributed to need for clay suitable for construction of cell

LANDFILL RATE NEEDS BASED ON CURRENT TONNAGE INTAKE

\$ 45.00

Landfill Tonnage Rate

	Current	Proposed	Difference	
Tipping Fee	\$ 34.00	\$ 45.00	\$ 11.00	per ton
State Fee	\$ 1.25	\$ 1.25	\$ -	per ton

Total Tonnage July to April 70,379

Customer	Tonnage	%		
Cash Customer	9,805	13.9%		
Town of Roland	2,212	3.1%		
Town of Muldrow	2,630	3.7%		
Triple B Sanitation	1,241	1.8%	10 mth Avg	Projection
Sue's Recycling	8,388	11.9%	839	10,066
Leflore County Solid Waste	20,960	29.8%	2,096	25,152
MSB Waste	1,482	2.1%		
(CARDS)Central Arkansas Recycling and Disposal	3,879	5.5%		
Other Smaller Haulers/Customers	19,782	28.1%	10 mth Avg	Projection
Total	70,379	100%	7,038	84,455

Landfill Tonnage 7/1/2022 through 4/30/2023

		FY 2023 Est Rev	\$ 1,925,000
Contract Customer Tonnage Projection	35,218	41.70%	\$ 802,724
Other Tip Fee Customers Projection	49,237	58.30%	\$ 1,122,276
	84,455	100%	\$ 1,925,000

Current Tip Fee No Contract Customers	\$ 34.00
Proposed Tip Fee	\$ 45.00
Increase	\$ 11.00
Tonnage	49,237

Additional Revenue Estimated \$ 541,609



FY 2024 Revenue Budget	\$ 1,850,000
Additional Revenue From Tip Fee Increase	\$ 541,609
Estimated Gross Revenue	\$ 2,391,609 (A)



FY 2024 Budget Data

Landfill FY 2024 Operating Budget-GF	\$ 1,189,403	Cell 8 A Est Cost	\$ 1,600,000
Fund 92 Landfill Cell 8A	\$ 510,000	Available Budget	\$ 510,000
Fund 90 SMA	\$ 261,900	EXCESS (SHORT)	(\$1,090,000)
FY 2024 Budget for Landfill	\$ 1,961,303	Additional Revenue	\$ 541,609
		EXCESS (SHORT)	(\$548,391)



Numbers do not include Corp of Engineers stream/wetland mitigation costs (unknown)
 Numbers do not provide for any type of savings to build for Phase II expansion or equipment needs
 Cell 8A cost increase attributed to need for clay suitable for construction of cell

LANDFILL RATE NEEDS BASED ON CURRENT TONNAGE INTAKE

\$ 48.00

Landfill Tonnage Rate

	Current	Proposed	Difference	
Tipping Fee	\$ 34.00	\$ 48.00	\$ 14.00	per ton
State Fee	\$ 1.25	\$ 1.25	\$ -	per ton

Total Tonnage July to April 70,379

Customer	Tonnage	%		
Cash Customer	9,805	13.9%		
Town of Roland	2,212	3.1%		
Town of Muldrow	2,630	3.7%		
Triple B Sanitation	1,241	1.8%	10 mth Avg	Projection
Sue's Recycling	8,388	11.9%	839	10,066
Leflore County Solid Waste	20,960	29.8%	2,096	25,152
MSB Waste	1,482	2.1%		
(CARDS)Central Arkansas Recycling and Disposal	3,879	5.5%		
Other Smaller Haulers/Customers	19,782	28.1%	10 mth Avg	Projection
Total	70,379	100%	7,038	84,455

Landfill Tonnage 7/1/2022 through 4/30/2023

		FY 2023 Est Rev	\$ 1,925,000
Contract Customer Tonnage Projection	35,218	41.70%	\$ 802,724
Other Tip Fee Customers Projection	49,237	58.30%	\$ 1,122,276
	84,455	100%	\$ 1,925,000

Current Tip Fee No Contract Customers	\$ 34.00
Proposed Tip Fee	\$ 48.00
Increase	\$ 14.00
Tonnage	49,237

Additional Revenue Estimated \$ 689,321



FY 2024 Revenue Budget	\$ 1,850,000
Additional Revenue From Tip Fee Increase	\$ 689,321
Estimated Gross Revenue	\$ 2,539,321 (A)



FY 2024 Budget Data

Landfill FY 2024 Operating Budget-GF	\$ 1,189,403	Cell 8 A Est Cost	\$ 1,600,000
Fund 92 Landfill Cell 8A	\$ 510,000	Available Budget	\$ 510,000
Fund 90 SMA	\$ 261,900	EXCESS (SHORT)	(\$1,090,000)
FY 2024 Budget for Landfill	\$ 1,961,303	Additional Revenue	\$ 689,321
		EXCESS (SHORT)	(\$400,679)



Numbers do not include Corp of Engineers stream/wetland mitigation costs (unknown)
 Numbers do not provide for any type of savings to build for Phase II expansion or equipment needs
 Cell 8A cost increase attributed to need for clay suitable for construction of cell

LANDFILL RATE NEEDS BASED ON CURRENT TONNAGE INTAKE

\$ 50.00

Landfill Tonnage Rate

	Current	Proposed	Difference	
Tipping Fee	\$ 34.00	\$ 50.00	\$ 16.00	per ton
State Fee	\$ 1.25	\$ 1.25	\$ -	per ton

Total Tonnage July to April 70,379

Customer	Tonnage	%		
Cash Customer	9,805	13.9%		
Town of Roland	2,212	3.1%		
Town of Muldrow	2,630	3.7%		
Triple B Sanitation	1,241	1.8%	10 mth Avg	Projection
Sue's Recycling	8,388	11.9%	839	10,066
Leflore County Solid Waste	20,960	29.8%	2,096	25,152
MSB Waste	1,482	2.1%		
(CARDS)Central Arkansas Recycling and Disposal	3,879	5.5%		
Other Smaller Haulers/Customers	19,782	28.1%	10 mth Avg	Projection
Total	70,379	100%	7,038	84,455

Landfill Tonnage 7/1/2022 through 4/30/2023

		FY 2023 Est Rev	\$ 1,925,000
Contract Customer Tonnage Projection	35,218	41.70%	\$ 802,724
Other Tip Fee Customers Projection	49,237	58.30%	\$ 1,122,276
	84,455	100%	\$ 1,925,000

Current Tip Fee No Contract Customers	\$ 34.00
Proposed Tip Fee	\$ 50.00
Increase	\$ 16.00
Tonnage	49,237

Additional Revenue Estimated \$ 787,795 

FY 2024 Revenue Budget	\$ 1,850,000
Additional Revenue From Tip Fee Increase	\$ 787,795
Estimated Gross Revenue	\$ 2,637,795 (A) 

FY 2024 Budget Data

Landfill FY 2024 Operating Budget-GF	\$ 1,189,403	Cell 8 A Est Cost	\$ 1,600,000
Fund 92 Landfill Cell 8A	\$ 510,000	Available Budget	\$ 510,000
Fund 90 SMA	\$ 261,900	EXCESS (SHORT)	(\$1,090,000)
FY 2024 Budget for Landfill	\$ 1,961,303	Additional Revenue	\$ 787,795
		EXCESS (SHORT)	(\$302,205)

Numbers do not include Corp of Engineers stream/wetland mitigation costs (unknown)
 Numbers do not provide for any type of savings to build for Phase II expansion or equipment needs
 Cell 8A cost increase attributed to need for clay suitable for construction of cell

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: November Regular Meeting Date

ITEM TITLE: Discuss and Consider Approval of Request to Cancel the Regular Meeting of November 13, 2023 and Hold a Special Meeting on November 9, 2023

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
APPA

BACKGROUND: Staff is requesting to cancel the November 13, 2023 regular meeting date, and hold a special meeting on Thursday, November 9, 2023. This will allow members of staff to attend the American Public Power Association (APPA) Customer Connections Conference in San Antonio. With this conference close by, it will allow staff to attend excellent training classes on customer service and public power.

About the Conference:

“Conference sessions are designed for utility employees at both the professional and management levels, in the fields of public communications, customer service, energy innovation, and key accounts. Attendees typically include specialists, coordinators, analysts, supervisors, managers, directors and vice presidents in their area of specialty. Both public power veterans and those new to the electric utility industry will benefit from attending the conference. The conference is also recommended for utility employees with interests and responsibilities in conference topics and with cross-departmental responsibilities, as well as rising stars and future leaders those who would benefit from learning more about these strategic areas and making connections with the national public power community.”

EXHIBITS:

KEY ISSUES: Movement of meeting date.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval.

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: CDBG Grant 18551 CDBG 21

ITEM TITLE: Discussion and Possible Approval to Decline CDBG Grant 18551 CDBG 21, in the Amount of \$600,000, Allowing City to Utilize Budgeted Matching Funds for Construction of Landfill Cell 8A

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
OK Department of Commerce

BACKGROUND: In June 2022, the City of Sallisaw was awarded a \$600,000 grant for the construction of the landfill leachate line and improvements to the WWTP aeration basin. For FY 2024, we currently have \$640,710 budgeted in the Infrastructure Improvement Fund (92) for CDBG matching funds for the two projects. Given the needs of the landfill for constructing Cell 8A, staff is requesting to decline the CDBG grant, allowing us to use the budgeted matching funds for Cell 8A construction.

EXHIBITS: 1. CDBG Deobligation of funds request

KEY ISSUES:

- The Landfill Leachate Line and WWTP Aeration Basin project will be tabled as possible future projects.
- We have been unable to obtain easements needed for the construction of the landfill leachate line. Our only possible solution at this time is the opening and construction of a county road easement. This will result in additional costs being added to this project, costs not budgeted for.
- The urgency of starting construction of Cell 8A requires us to identify approximately \$1.6 million in funding before we bid and award the project.
- Working with our CDBG grant consultant, we have attempted to convert the CDBG grant to other wastewater projects, but was denied. We also requested we be allowed to use the funds for construction of Cell 8A. That request was also denied.

FUNDING SOURCE: NA

RECOMMENDATION: Recommended Motion: Motion to instruct staff to notify the Oklahoma Department of Commerce that we will decline the CDBG Grant and request they de-obligate the funding.



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dedicated
to excellence*



*A Public Power
Community*

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

August 14, 2023

Alicia Hibbets, Programs Director
Community & Economic Development Team
Oklahoma Department of Commerce
900 N. Stiles Avenue
Oklahoma City, OK 73104-3234

Re: 18551 CDBG 21
Wastewater Treatment & System Improvements Project

Dear Ms. Hibbets,

The purpose of this letter is to inform you that the City of Sallisaw has decided to turn back the above-referenced CDBG grant to ODOC. This decision has come after much consideration regarding the projects. Our Board of City Commissioners voted in their regular meeting on August 14, 2023 to de-obligate the grant.

The city has had some recent changes in priorities as was explained in our request for scope of project change, mainly the City's landfill has immediate needs. These required changes have created some financial difficulties that we have had to factor into this decision. Although the proposed sewer project is a worthwhile project and is needed, at this time we believe this project is not in the best financial interest of our citizens and we just cannot justify it as our main priority. This is due to the economic turndown the city has experienced in the past year combined with other infrastructure needs that have transpired since this application was made. Financially, it would be very difficult to spend the \$640,710 in matching funds as those funds are now more needed for the landfill project.

The decision was made to return the grant based upon consideration of alternatives including costs and what would most benefit the City. We are sorry for any inconvenience we have caused to your agency and want you to know that we take our commitment to grants and matching funds seriously. We appreciate your understanding of our situation, and we look forward to working with you again in the future. Please advise us when the de-obligation is complete.

Sincerely,

Keith Skelton
City Manager
City of Sallisaw, OK
kskelton@sallisawok.org

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: JSV Apron & Taxiway Crack Seal

ITEM TITLE: Discuss and Consider Approval of Items Related to the JSV Taxiway and Apron Crack Seal and Seal Coat Project at the Sallisaw Municipal Airport

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Garver Engineering

BACKGROUND: On July 6, 2023, staff along with Garver Engineering opened bids for the JSV Apron and Taxiway Crack Seal/Seal Coat project. A total of 2 bids were received, bids are attached. Staff requests that bids be accepted.

Custom Pavement Maintenance and Safety: \$178,510.00
Tri-City Seal Co Inc.: \$212,372.00

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: OAC Grant Funding - \$169,584.50
City Budget (5% Matching Funds - \$8,925.50

RECOMMENDATION:

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☒	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	☒	00 41 00
2. Bid Bond	☒	00 43 13
3. List of Proposed Subcontractors	☒	00 43 36
4. Qualifications Statement	☒	00 45 13
5. Bidder Certifications	☒	00 45 46
6. Current Insurances and Coverages	☒	N/A
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

Within fifteen (15) days after Notice of Award:

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):

1. Construction Schedule - before preconstruction conference
2. Contractor Safety Plan Compliance Documents (SPCD)

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

Seal (if incorporated)

Bidder Name:

Custom Pavement Maintenance
and Safety LLC

Address:

PO Box 735

City, State, Zip Code:

Van Buren, AR 72957

Contractor Number:

0354 0905234

Contact Name:

Julie Becker

Title:

Sales Manager

Contact Number:

479-262-6160

Contact Email:

julie@custompavement.com

Signature of Authorized Agent for Bidder:



Date:

7/5/23

00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW, OK 74955**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Oklahoma as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>6/29/23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the **Davis-Bacon Act, including prevailing wage rates, Oklahoma Dept of Labor wage rates** and the Contract Work hours and Safety Standards Act.
- M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions.**

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.
- 5.03 BID ALTERNATES
 - A. Not used.
- 5.04 BID SCHEDULES
 - A. There are **three** unit price schedules.
 - B. It is understood that:
 1. All bid prices for each schedule shall be filled in. Failure to comply with this requirement of submitting a price for each and all of the bid schedules may render the Bid non-responsive and may cause its rejection.
 2. The acceptance or rejection of any or all of these bid schedules is at the option of the Owner.
 3. Acceptance or rejection of bid schedules will not necessarily be made on the basis of price alone.
 4. Reference Document 00 21 00, Article 19 for Method of Award.

Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

SCHEDULE 1: BASE BID (WEST APRON AND TAXIWAY REHAB)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	4,500	4,500
2	C-105-6.1	Mobilization (maximum 10% of bid)	LS	1	3,000	3,000
3	P-101-5.1	Low Severity Crack Repair	LF	18,700	1.45	27,115
4	P-101-5.2	High Severity Crack Repair	LF	100	37.50	3,750
5	P-631-7.1	Slurry Seal Surface Treatment	SY	36,200	2.25	81,450
6	P-620-5.1	Pavement Markings, Reflective	SF	4,700	1.85	3,995
7	P-620-5.2	Pavement Markings, Non-Reflective	SF	9,000	.80	7,200

Total Bid - Schedule 1 131,010

Alternate 1: SW Apron and Taxiway Rehab

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	2,000	1.55	3,100. ⁰⁰
2	P-101-5.2	High Severity Crack Repair	LF	20	50. ⁰⁰	1,000. ⁰⁰
3	P-631-7.1	Slurry Seal Surface Treatment	SY	3,500	4. ⁰⁰	14,000

Total Bid - Alternate 1 18,100.⁰⁰

Alternate 2: NW Apron and Taxiway Asphalt and Concrete Rehab

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	500	1.55	775
2	P-101-5.1	Low Severity Crack Repair (Concrete)	LF	350	37.50	13,125
3	P-101-5.2	High Severity Crack Repair	LF	250	30. ⁰⁰	7,500
4	P-631-7.1	Slurry Seal Surface Treatment	SY	2,000	4. ⁰⁰	8,000

Total Bid - Alternate 2 29,400

Total Bid: Base Bid + Alternate 1 + Alternate 2 178,510.⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (00 43 13);
 - B. List of Proposed Subcontractors (00 43 36)
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: 035409534 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and
 - F. DBE Participation Reporting (00 45 39)
 - G. Bidder Certifications (00 45 46)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Custom Pavement Maintenance and Safety, LLC

By:

[Signature]



[Printed name]

Clayton McGill

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Julie Becker

[Printed name]

Julie Becker

Title:

Sales Manager

Submittal Date:

7/5/23

Address for giving notices:

PO BOX 435

Van Buren, AR 72957

Telephone Number:

479-262-6060

Fax Number:

Contact Name and e-mail address:

Julie Becker

julie@custompavement.com

Bidder's License No.:

03540905234

(where applicable)

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JSV Apron and Taxiway Crack Seal/Seal Coat

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Custom Pavement Maintenance and Safety, LLC
P.O. Box 435 Van Buren, AR 72957

SURETY (Name, and Address of Principal Place of Business):
SureTec Insurance Company
2103 CityWest Blvd., Suite 1300 Houston, TX 77042

OWNER (Name and Address):
City of Sallisaw
P.O. Box 525 Sallisaw, OK 74955

BID

Bid Due Date: July 6th, 2023
Description: JSV Apron and Taxiway Crack Seal/Seal Coat

BOND

Bond Number:

Date:

Penal sum Five Percent of the Total Amount Bid Dollars

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Custom Pavement Maintenance and Safety, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Clayton McGill

Print Name

Managing Partner

Title

Attest:

Signature

Title

Witness

SURETY

SureTec Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Mary Ann Justice

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint ventures, if necessary.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Elizabeth Solomon, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Mary Ann Justice, Lisa Ann McClure, Suzanne E. Niedzwiedz, Joshua Tritt

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

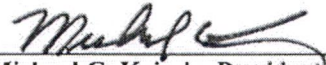
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of June, A.D. 2023.

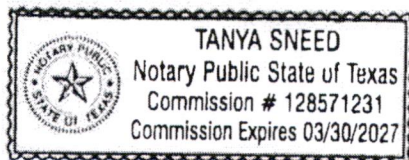
SURETEC INSURANCE COMPANY

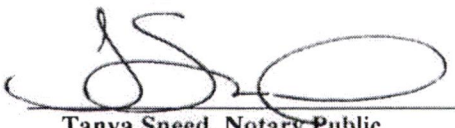
By: 
Michael C. Keimig, President



State of Texas SS:
County of Harris

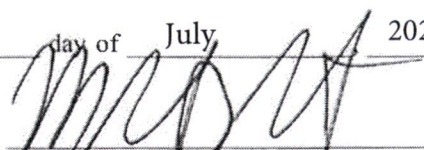
On this 21st day of June, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of July, 2023, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 410038
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

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JSV Apron and Taxiway Crack Seal/Seal Coat

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Type of Work:

Subcontractor's Name:.....

Oklahoma License No.:.....

Address:.....

DBE: Yes / No (circle one) Contract Amount:.....

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only):.....

Type of Work:

Subcontractor's Name:.....

Oklahoma License No.:.....

Address:.....

DBE: Yes / No (circle one) Contract Amount:.....

SBE: Yes / No (circle one)

Date Firm Established:.....

Annual Gross Receipts (enter the range only):.....

Type of Work:

Subcontractor's Name:.....

Oklahoma License No.:.....

Address:.....

DBE: Yes / No (circle one) Contract Amount:.....

SBE: Yes / No (circle one)

Date Firm Established:.....

Sallisaw Municipal Airport

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Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Bidder (General Contractor): Custom Pavement Maintenance and Safety LLC -
(Reciprocal) AR - 0354090524

Oklahoma License No.:

Address: PO Box 435,

DBE: Yes ☒ No (circle one)

SBE: Yes ☒ No (circle one)

Date Firm Established: 4/2016

Annual Gross Receipts (enter the range only): 2

By:

Title: Managing Partner

Percent of Contract to be Completed by DBE: 0

*Signature must be the same as on the Bid form.

Notes:

- (1) This form must be completed and submitted with *good faith effort* documentation provided in the sealed Bid to be considered responsive at the time of the bid opening.
- (2) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY
LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

Custom Pavement Maintenance and Safety
PO Box 435
Van Buren, AR 72957

2. SUBMITTED FOR:

Owner:

Project Name:

CITY OF SALLISAW

JSV APRON AND TAXIWAY CRACK SEAL/SEAL COAT

TYPE OF WORK:

Rehabilitation of West apron and taxiway including crack and seal coat
and pavement markings.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

Brian Becker
Project Manager
918-315-1120
brian@custompavement.com

4. AFFILIATED COMPANIES:

Name:

Address:

n/a

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: Arkansas

Date of Organization: 04/2016

Members: Clayton McGill, John Townsend,
Spencer Stillman, Lance
Smith, and Ricky Williams

Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

6. LICENSING

Jurisdiction: AR + Recipricols

Type of License: Contractor's

License Number: 0354090524

Jurisdiction: _____

Type of License: _____

License Number: _____

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐ YES ☒ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other ():

n/a
/
/
/
/

8. BONDING INFORMATION

Bonding Company:

Address:

Bonding Agent:

Address:

Contact Name:

Phone:

Aggregate Bonding Capacity:

Available Bonding Capacity as of date of this submittal:

SureTec Insurance Company
2103 City West Blvd, Ste. 1300
Houston, TX 77042
BHC Insurance
5500 Euper Lane
Fort Smith, AR 72903

Mary Ann Justice
479-452-4000

\$5 mil.

\$3.5 mil.

9. FINANCIAL INFORMATION

Financial Institution:

Address:

Account Manager:

Phone:

Credit available:

Frost National Bank of Ft. Smith
PO BOX 7
Fort Smith, AR 72902
Sam Sicard
479-788-4600

\$ 1 mil.

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Clayton McGill

Include the following as attachments:

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Sallisaw Municipal Airport**JSV Apron and Taxiway Crack Seal/Seal Coat**

Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2022	EMR	.29
YEAR	2021	EMR	.29
YEAR	2020	EMR	.29
YEAR	2019	EMR	Base
YEAR	2018	EMR	Base

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2022	TRFR	0
YEAR	2021	TRFR	0
YEAR	2020	TRFR	0
YEAR	2019	TRFR	0
YEAR	2018	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2022	TOTAL NUMBER OF MAN-HOURS	61,690
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	59,061
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	54,408
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	57,139
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	65,000

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	2022	DART	27
YEAR	2021	DART	41
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

13. ELECTRICAL EXPERIENCE:

Provide background and experience of the Master Electrician(s) licensed in state of Oklahoma (issued by the Oklahoma Construction Industries Board) who have proper skills in supervising, performing, and maintaining the electrical work.

Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION:

Custom Pavement Maintenance and Safety, LLC

BY:

[Signature]

TITLE:

Managing Partner

DATED:

7/5/23

NOTARY ATTEST:

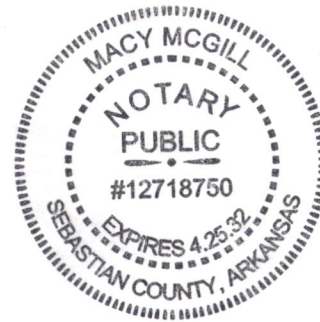
Macy McGill

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5 DAY OF July, 2023

NOTARY PUBLIC - STATE OF Arkansas

MY COMMISSION EXPIRES: 4-25-32



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Our executive team has 25+ years of experience in the airport pavement markings/pavement maintenance industry. Below is a partial list of our most recent completed airport projects. For more detailed information on our scope for these projects or the many others we have performed, please feel free to ask.

<u>Completed</u>	<u>Airport/Project/Location</u>	<u>Amount</u>
2022	Calico Rock-Izard County Airport, Rehabilitate Runway & Taxiway, AR	\$126,525.23
	Hot Springs Memorial Field, Runway 13-31 Rehabilitation, Hot Springs, AR	\$195,636.12
	Marked Tree Municipal Airport, Airfield Pavement Rehabilitation, AR	\$172,545.50
	Stuttgart Municipal Airport, Taxiway A North Rehabilitation, Stuttgart, AR	\$23,993.86
	Fort Smith Airport, Runway 2-20 Markings, Fort Smith, AR	\$23,011.16
	Saline County Regional Airport, Runway 2-20 Sealcoat Project, AR	\$130,344.02
2021	Northwest Unclassified Airports of Oklahoma (Christman Airfield, Okeene, OK; Mignon Laird Municipal, Chyenene, OK; Cordell Municipal, Cordell, OK; Gage Airport, Gage, OK; Waynoka Municipal, Waynoka, OK)	\$328,780.79
	Joplin Regional Airport, Reconstruct Runway 18-36, Joplin, MO	\$422,004.31
	Hot Springs Memorial Field Airport, Improve Runway 5-23, Hot Springs, AR	\$291,823.40
	Russellville Regional Airport, Taxiway B Project, Russellville, AR	\$22,685.00
	Miami Regional Airport, Pavement Rehabilitation Project, Miami, OK	\$123,183.95
	Bald Knob Municipal Airport, Runway 9-27 Rehabilitation, Bald Knob, AR	\$68,767.50
	Horseshoe Bend Municipal Airport, Terminal Exit Ramp, AR	\$28,086.00
	Heber Springs Municipal Airport, Taxiway A & B Rehab, Heber Springs, AR	\$167,343.54
	Baxter County Airport, Rehabilitate Runway 5-23, Mountain Home, AR	\$125,300.00
	Texarkana Airport, Parallel Taxiway Phase II, Texarkana, AR	\$51,853.42
	Fort Smith Airport 2021 Crack Sealing Project, Fort Smith, AR	\$23,500.00
2020	Batesville Regional Airport Runway Rehabilitation Project, Batesville, AR	\$500,723.17
	Blytheville Municipal Airport, Runway Rehabilitation Project, Blytheville, AR	\$74,725.00
	Monticello Municipal Airport, Runway & Terminal Apron Rehabilitation, AR	\$22,454.17
	Blytheville-Gosnell Regional Airport, Taxiway & Apron Markings, AR	\$149,762.85
	Bentonville Municipal Airport, VBT Runway Rehabilitation, Bentonville, AR	\$160,207.89
	Manila Municipal Airport, Runway Rehabilitation, Manila, AR	\$159,378.60
	Texarkana Regional Airport, Parallel Taxiway Phase I, Texarkana, AR	\$41,011.30
	Danville Municipal Airport, Runway Rehabilitation Project, Danville, AR	\$25,652.77
	Fort Smith Airport 2020 Crack Sealing Project, Fort Smith, AR	\$25,500.00
	Russellville Regional Airport, Runway Rehabilitation Project, Russellville, AR	\$69,183.57
2019	Batesville Regional Airport, Runway 18-36 Project, Batesville, AR	\$109,757.90
	Ardmore Airport, Crack Seal & Sealcoat Taxiway B & Hangar Apron Areas, OK	\$64,587.26
	Muskogee Airport, Microsurfacing Project, Muskogee, OK	\$69,825.00
	West Memphis Airport, Runway Rehabilitation Project, West Memphis, AR	\$122,982.84
	Hot Springs Memorial Field Airport, Terminal Apron/TWYs Stage 2A & 2B, AR	\$114,779.83

	Hot Springs Memorial Field Airport, Terminal Apron & Taxiways Phase IV, AR	\$35,467.54
	Hot Springs Memorial Field Airport, Taxiway A, B, & C Rehabilitation, AR	\$20,000.00
	Drake Field Airport, Taxiway B Widen & Rehabilitate, Fayetteville, AR	\$82,445.62
	Fort Smith Airport, 2019 Crack Sealing Pavement Project, Fort Smith, AR	\$29,592.50
2018	Blytheville Municipal Airport, Taxiway & Apron Rehabilitation, AR	\$70,979.90
	Heber Springs Municipal Airport, Runway 5-23 Rehabilitation, AR	\$119,642.00
	Fort Smith Airport, 2018 Crack Sealing Pavement Project, Fort Smith, AR	\$49,450.00
2017	Horseshoe Bend Airport, Runway 13-31 Taxiway & Terminal Ramp Rehab, AR	\$85,103.20
	Boone County Regional Airport, Runway Rehabilitation Project, Harrison, AR	\$44,780.41
	Sallisaw Municipal Airport, Airfield Pavement Rehabilitation, Sallisaw, OK	\$74,940.00
	Holly Grove Municipal Airport, Runway Rehabilitation Project, AR	\$106,256.75
	Fort Smith Airport, 2017 Crack Sealing Pavement Project, Fort Smith, AR	\$35,750.00
	Camden Municipal Airport, Camden, AR	\$97,992.10
2016	Melbourne Municipal Airport, South Parallel Taxiway Construction, AR	\$12,367.00
	Corning Municipal Airport, Parallel & Connecting Taxiways, Corning, AR	\$20,193.25
	Warren Municipal Airport, Rehabilitate Runway 3-21, Warren, AR	\$39,930.90
	David J. Perry Goldsby Airport, Unit Hangar & Access Apron, Goldsby, OK	\$10,690.00
	Carroll County Airport, Pavement Markings Project, Berryville, AR	\$22,593.75
	Almyra Municipal Airport, Airport Pavement Rehab Project, Almyra, AR	\$39,995.50

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

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The following is a list of proposed equipment for use on this project. If you have questions please call me at 479-262-6160

Long Line stripe trucks with air actuated bead guns

Crack Routers

Diesel Powered Jet Turbine Blower

Walk behind striping machines

Hot Pressure Washer

Retro Reflectometer

Double Oil Jacketed Crack Seal Kettles

00 45 46 BIDDER CERTIFICATIONS

BUY AMERICAN CERTIFICATION

Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

7/5/23

Date



Signature

Custom Pavement
Maintenance and Safety LLC

Company Name

Managing Partner

Title

Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

Certification - The information above is true and complete to the best of my knowledge and belief.

Clayton McGill, Managing Partner
Name and Title of Signer (Please Type)


Signature

7/5/23
Date

Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Clayton McGill, Managing Partner
Name and Title of Signer (Please Type)


Signature

7/5/23
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Certification - The information above is true and complete to the best of my knowledge and belief.

Clayton McGill, Managing Partner
Name and Title of Signer (Please Type)


Signature

7/5/23
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



CUSTPAV-02

CHELSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: Jennifer L. Hudson		
	PHONE (A/C, No, Ext): (479) 343-9122	FAX (A/C, No): (479) 484-5185	
	E-MAIL ADDRESS: jhudson@bhca.com		
INSURED Custom Pavement Maintenance & Safety, LLC P.O. Box 435 Van Buren, AR 72957	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United States Fire Insurance Company		21113
	INSURER B : The North River Insurance Company		21105
	INSURER C : Bridgefield Casualty Ins. Co.		10335
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			5069065914	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5069065914	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			5821211943	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	196-40754	5/1/2023	5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BID PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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P. O. Box 1236 • Van Buren, AR 72957
Phone (479) 474-0452 • Fax (479) 474-0498
www.timestriping.com

July 5, 2023

To Whom it May Concern:

Please accept this letter noting that Time Striping, Inc. will **not** be bidding the following project:

JSV Taxiway and Apron Crack Seal/Seal Coat Sallisaw, Oklahoma Garver Project 23A03331 OAC No JSV-23-S

Thank you for your attention to this matter. Do not hesitate to reach out should you need further assistance.

Safely-

A handwritten signature in blue ink that reads "Cindy M. Williams". The signature is written in a cursive style.

Cindy M. Williams
President

00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. **This sheet will serve as the cover sheet for the Bid submission.**

	Completed*	Spec. Section
Acknowledgement of All Addenda	☒	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	☒	00 41 00
2. Bid Bond	☒	00 43 13
3. List of Proposed Subcontractors	☒	00 43 36
4. Qualifications Statement	☒	00 45 13
5. Bidder Certifications	☒	00 45 46
6. Current Insurances and Coverages	☒	N/A
*Check when filled out, signed, and included with submission of bid packet.		

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

Within fifteen (15) days after Notice of Award:

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

Prior to Construction (Awarded Contractor):

1. Construction Schedule - before preconstruction conference
2. Contractor Safety Plan Compliance Documents (SPCD)

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

Seal (if incorporated)

Bidder Name: Tri City Seal Co., Inc.

Address: PO Box 775

City, State, Zip Code: Tuttle Ok 73089

Contractor Number: _____

Contact Name: Jeremy Dedmon

Title: Vice President

Contact Number: 405-222-8658

Contact Email: Jeremy@tricityseal.com

Signature of Authorized Agent for Bidder: _____

Date: 07/06/2023

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00 41 00 BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW, OK 74955

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Oklahoma as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>June 29th 2023</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site

that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the **Davis-Bacon Act, including prevailing wage rates, Oklahoma Dept of Labor wage rates** and the Contract Work hours and Safety Standards Act.
- M. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the **Federal Aviation Administration requirements referenced in the Special Provisions**.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.
- 5.03 BID ALTERNATES
 - A. Not used.
- 5.04 BID SCHEDULES
 - A. There are **three** unit price schedules.
 - B. It is understood that:
 1. All bid prices for each schedule shall be filled in. Failure to comply with this requirement of submitting a price for each and all of the bid schedules may render the Bid non-responsive and may cause its rejection.
 2. The acceptance or rejection of any or all of these bid schedules is at the option of the Owner.
 3. Acceptance or rejection of bid schedules will not necessarily be made on the basis of price alone.
 4. Reference Document 00 21 00, Article 19 for Method of Award.

Sallisaw Municipal Airport
JSV Apron and Taxiway Crack Seal/Seal Coat

SCHEDULE 1: BASE BID (WEST APRON AND TAXIWAY REHAB)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$6,800.00	\$6,800.00
2	C-105-6.1	Mobilization (maximum 10% of bid)	LS	1	\$10,000.00	\$10,000.00
3	P-101-5.1	Low Severity Crack Repair	LF	18,700	\$2.00	\$37,400.00
4	P-101-5.2	High Severity Crack Repair	LF	100	\$28.00	\$2,800.00
5	P-631-7.1	Slurry Seal Surface Treatment	SY	36,200	\$2.00	\$72,400.00
6	P-620-5.1	Pavement Markings, Reflective	SF	4,700	\$5.16	\$24,252.00
7	P-620-5.2	Pavement Markings, Non-Reflective	SF	9,000	\$3.79	\$34,110.00

Total Bid - Schedule 1 **\$187,762.00**

Alternate 1: SW Apron and Taxiway Rehab

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	2,000	\$2.00	\$4,000.00
2	P-101-5.2	High Severity Crack Repair	LF	20	\$28.00	\$560.00
3	P-631-7.1	Slurry Seal Surface Treatment	SY	3,500	\$2.00	\$7,000.00

Total Bid - Alternate 1 **\$11,560.00**

Alternate 2: NW Apron and Taxiway Asphalt and Concrete Rehab

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	500	\$2.00	\$1,000.00
2	P-101-5.1	Low Severity Crack Repair (Concrete)	LF	350	\$3.00	\$1,050.00
3	P-101-5.2	High Severity Crack Repair	LF	250	\$28.00	\$7,000.00
4	P-631-7.1	Slurry Seal Surface Treatment	SY	2,000	\$2.00	\$4,000.00

Total Bid - Alternate 2 **\$13,050.00**

Total Bid: Base Bid + Alternate 1 + Alternate 2 **\$212,372.00**

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ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (00 43 13);
 - B. List of Proposed Subcontractors (00 43 36)
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: N/A or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and
 - F. DBE Participation Reporting (00 45 39)
 - G. Bidder Certifications (00 45 46)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Tri City Seal Co., Inc.

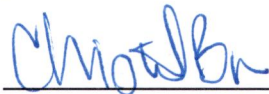
By:
[Signature]



[Printed name] **Jeremy Dedmon - Vice President**

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] **Christel Birk**

Title: **Office Manager**

Submittal Date: **07/06/2023**

Address for giving notices:

PO Box 775 Tuttle Ok 73089

Telephone Number: **405-222-8658** **405-381-4051**

Fax Number: _____

Contact Name and e-mail address: **Jeremy Dedmon**

Jeremy@tricityseal.com

Bidder's License No.:

N/A
(where applicable)

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00 43 13 BID BOND

Attached

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:
Description:

BOND

Bond Number:
Date:
Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint ventures, if necessary.*

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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00 43 36 LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Type of Work:

Subcontractor's Name: Action Safety Supply Co.

Oklahoma License No.:

Address: 6804 Melrose Ln Okc OK

DBE: Yes / ☒ No (circle one) Contract Amount: \$48,575.00

SBE: Yes / ☒ No (circle one)

Date Firm Established: 1984

Annual Gross Receipts (enter the range only): 5

Type of Work:

Subcontractor's Name:

Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

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Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Oklahoma License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Bidder (General Contractor):

Oklahoma License No.:

Address:

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

By: *

Title:

Percent of Contract to be Completed by DBE:

*Signature must be the same as on the Bid form.

Notes:

- (1) This form must be completed and submitted with *good faith effort* documentation provided in the sealed Bid to be considered responsive at the time of the bid opening.
- (2) Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

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00 43 43 WAGE RATES

"General Decision Number: OK20230016 01/06/2023

Superseded General Decision Number: OK20220016

State: Oklahoma

Construction Type: Highway

Counties: Le Flore and Sequoyah Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at

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after January 30, 2022:		least \$16.20 per hour (or
		the applicable wage rate
		listed on this wage
		determination, if it is
		higher) for all hours
		spent performing on the
		contract in 2023.

|

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.

contract is not renewed or	. The contractor must pay
all	
extended on or after January	covered workers at least
30, 2022:	\$12.15 per hour (or the
	applicable wage rate
listed	
	on this wage
determination,	
	if it is higher) for all
	hours spent performing on
	that contract in 2023.

The applicable Executive Order minimum wage rate will be

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adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUOK2011-003 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 18.04	
CARPENTER (Includes Form Work)...	\$ 12.81	**
CEMENT MASON/CONCRETE FINISHER...	\$ 13.43	**
IRONWORKER, REINFORCING.....	\$ 15.38	**
IRONWORKER, STRUCTURAL.....	\$ 14.21	**
LABORER		
Asphalt Raker and Shoveler..	\$ 10.85	**
Common or General		
Le Flore County.....	\$ 10.05	**
Sequoyah County.....	\$ 10.91	**
Landscape.....	\$ 8.67	**
Pipelayer.....	\$ 12.35	**
Power Tool Operator		
(Includes Chipping Guns		
and Handheld Concrete Saws).	\$ 12.89	**
Traffic Control (Includes		
Flagger, Setting Up and		

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Moving Cones/Barrels).....\$ 10.93 **

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 12.96 **
Asphalt Paving Machine.....\$ 13.32 **
Backhoe/Trackhoe.....\$ 15.83 **
Bobcat/Skid Loader.....\$ 12.24 **
Broom.....\$ 11.97 **
Bulldozer
Le Flore County.....\$ 15.14 **
Sequoyah County.....\$ 14.72 **
Concrete Paving Machine.....\$ 14.11 **
Concrete Saw.....\$ 11.94 **
Crane.....\$ 17.42
Distributor Truck.....\$ 13.34 **
Excavator.....\$ 14.99 **
Grader/Blade.....\$ 16.95
Loader (Front End).....\$ 13.73 **
Mechanic.....\$ 17.46
Milling Machine.....\$ 14.56 **
Mixer.....\$ 14.43 **
Oiler.....\$ 15.28 **
Roller (Asphalt).....\$ 12.70 **
Roller (Dirt Compaction)....\$ 11.71 **
Scraper.....\$ 13.34 **
Striping Machine.....\$ 11.94 **
Tractor/Box Blade.....\$ 13.67 **
Trencher.....\$ 13.87 **

TRUCK DRIVER**Dump Truck**

Le Flore County.....\$ 13.75 **
Sequoyah County.....\$ 14.07 **
Flatbed Truck.....\$ 14.69 **
Lowboy/Float.....\$ 13.91 **
Off the Road Truck.....\$ 13.40 **
Pickup Truck.....\$ 12.32 **
Tandem Axle/Semi Trailer....\$ 13.28 **
Water Truck.....\$ 12.00 **

WELDERS - Receive rate prescribed for craft performing

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operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

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for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

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JSV Apron and Taxiway Crack Seal/Seal Coat

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
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END OF GENERAL DECISION"

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00 45 13 QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Tri City Seal Co., Inc.

Address:

2723 E Hwy 37 Tuttle, Ok. 73089

2. SUBMITTED FOR:

Owner:

CITY OF SALLISAW

Project Name:

JSV APRON AND TAXIWAY CRACK SEAL/SEAL COAT

TYPE OF WORK:

Rehabilitation of West apron and taxiway including crack and seal coat
and pavement markings.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Jeremy Dedmon

Title:

Vice President

Phone:

405-222-8658

Email:

Jeremy@tricityseal.com

4. AFFILIATED COMPANIES:

Name:

Address:

5. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Oklahoma

Date of Organization: 1992

Executive Officers:

- President: Ruth Dedmon

- Vice President(s): Jeremy Dedmon

- Treasurer: Robert Dedmon

- Secretary: Robert Dedmon

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

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☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

6. LICENSING

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

Type of License:

License Number:

Has firm listed in Section 1 ever been fined or suspended by a Contractor's licensing board?

☐ YES ☒ NO

If YES, attach as an Attachment details including where and why.

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

✓

Minority Business Enterprise:

Woman Owned Enterprise:

✓

Small Business Enterprise:

✓

Other ():

8. BONDING INFORMATION

Bonding Company:

Assured Partners

Address:

500 N Central Expy Ste 550

Plano TX 75074-6742

Bonding Agent:

Brent Baldwin

Address:

500 N Central Expy Ste 550

Plano TX 75074-6742

Contact Name:

Brent Baldwin

Phone:

(972) 331-3759

Aggregate Bonding Capacity: \$5M

Available Bonding Capacity as of date of this submittal: \$2M

9. FINANCIAL INFORMATION

Financial Institution:

Great Plains National Bank

Address:

5002 OK-37 Tuttle OK 73089

Account Manager:

Shannon Cotner

Phone:

1-888-449-2265

Credit available: \$ \$213k

10. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Jeremy Dedmon

Include the following as attachments:

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

[If requested after the bid,]Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>23</u>	EMR	<u>.89</u>
YEAR	<u>22</u>	EMR	<u>.84</u>
YEAR	<u>21</u>	EMR	<u>.86</u>
YEAR	<u>20</u>	EMR	<u>.86</u>
YEAR	<u>19</u>	EMR	<u>.81</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on project.

13. ELECTRICAL EXPERIENCE:

Provide background and experience of the Master Electrician(s) licensed in state of Oklahoma (issued by the Oklahoma Construction Industries Board) who have proper skills in supervising, performing, and maintaining the electrical work.

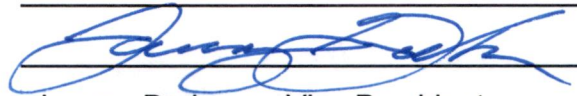
Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Tri City Seal Co., Inc.

BY: 

TITLE: Jeremy Dedmon - Vice President

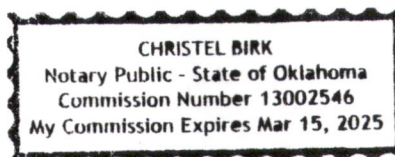
DATED: 07/06/2023

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1st DAY OF July, 2023

NOTARY PUBLIC - STATE OF Oklahoma
MY COMMISSION EXPIRES: Mar 15, 2025



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience)*.
2. Schedule B (Previous Experience)*.
3. Schedule C (Major Equipment)*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

*Information may be provided on form attached or bidder provided form containing similar information.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Allen County Airport	Name: Caleb Coltrane Address: Telephone:	Name: Garver Company: Telephone:	Oct 2022	Joint Seal	Complete	\$497,048
Hobart/Perry Runway Rehab	Name: Kelly Fincannon Address: Telephone:	Name: OAC Company: Telephone:	2022	Crack Seal Seal Coat		\$669,779
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

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00 45 46 BIDDER CERTIFICATIONS

BUY AMERICAN CERTIFICATION

Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

07/06/2023

Date


Signature

Tri City Seal Co., Inc.

Company Name

Jeremy Dedmon - Vice President

Title

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeremy Dedmon - Vice President

Name and Title of Signer (Please Type)


Signature

07/06/2023
Date

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeremy Dedmon - Vice President

Name and Title of Signer (Please Type)



Signature

07/06/2023

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeremy Dedmon - Vice President

Name and Title of Signer (Please Type)

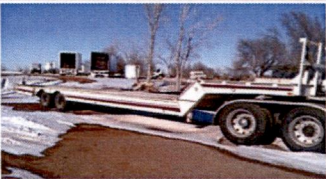
Signature

07/06/2023

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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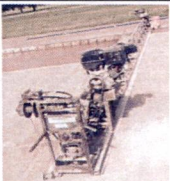
Eq #	Description	Serial No	Est Value
15	1989 Peterbuilt Truck 377-Dump Truck	1XPCD89X1KD272287	\$20,000.00
	 Turned into a Dumptruck		
17	1972 Ford Seal Truck (Red)		\$12,000.00
			
33	20hp Honda Router-Bid Red		\$4,500.00
			
82	Neoprene Machine		\$3,500.00
			
91	Tandem Axle Water Trailer		\$3,500.00
			
93	1987 Wilson Trailer LowBoy 40'	1W13AC193H3303962	\$13,500.00
			
114	Lincoln Welder		\$4,000.00
			
122	Gooseneck Saw Trailer		\$3,500.00
			

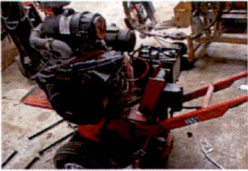
139	Husqvarna Concrete Saw	001254767001	\$18,000.00
			
152	Broce Broom	88106	Parts Only
			
153	1995 Ford 7000 Tymco Sweeper	1FDXR72C85VA53566	\$5,000.00
			
160	Ingersoll Padfood Compactor	8833	\$14,000.00
			
162	2000 Monon Van Trailer		\$2,000.00
			
163	1981 Bomag MPH Milling Machine		\$22,000.00
			
164	1997 Loadking end dump trailer	1B4D37234V4120812	\$13,900.00
			
166	Kolberg Pug Mil	180-1748-6-82	\$18,000.00
			

170	Asphalt Zipper	095	\$4,500.00
			
178	Tug		\$1,000.00
			
182	Crafco Kettle		\$18,000.00
			
185	Husq concrete saw	1298669001	\$9,000.00
			
186	2010 Dodge Ram		\$8,500.00
			
191	Trailer with Silicone Pump		\$6,000.00
192	Utility Trailer		\$4,000.00
194	Dumptruck-2000 Sterling	2FWYHWEB2YAF57102	Parts
			

200	John Deere 670 Grader	572633	\$45,000.00
			
201	Komatsu Skid Steer	A40570	Parts
			
202	Concrete Breaker		\$3,000.00
			
203	Crafco Kettle Melter	1c9zb122xd1418436	\$14,000.00
			
207	John Deere Loader 210 LE - Tractor	881102	\$20,000.00
			
209	Military Truck 5-ton Water Truck	3102341	\$18,800.00
			
210	John Deere Excavator 200C LC	504639	\$54,000.00
			
211	Pressure Washer w/Trailer		\$4,500.00

212	Single Axle Trailer w/Ramp		\$400.00
214	2011 Dodge Ram		\$6,000.00
			
Salavaged Title			
215	Job Site Trailer		\$2,000.00
216	Diamond Grinder		\$2,500.00
			
220	Ditchwitch Rock Saw	6.00E+136	\$2,500.00
			
222	EZ Drill-Slab Rider		\$2,500.00
			
223	Ingersoll-Rand Drum Roller	156114	\$4,300.00
			
239	2002 Blaw Knox Paver	551031-17	\$14,500.00

241	1992 Peterbuilt	1XP5D89X6ND317558	\$20,000.00
			
242	Tennat Sweeper		\$500.00
			
244	Komatsu Loader		\$48,000.00
			
246	Air Compressor-DOOSAR		\$6,500.00
			
247	Line Locator		\$500.00
248	2014 Dodge FB		\$15,000.00
			
251	Portable Water Cooler	1016001	\$870.00
			
254	Concrete Screed		\$1,900.00
			
257	Soff Ctt Saw	20162000009	\$800.00

258	2006 GMC 4500		\$6,000.00
			
259	Crafco Router		\$4,500.00
			
260	Crafco Router		\$4,500.00
			
261	Nissan Forklift		\$6,500.00
 			
262	Vibrator Compact Plate	2901CN0234	\$800.00
			
266	2005 PB Seal Truck		\$135,000.00
			
268	1996 Ford F-350		\$3,000.00

269	2011 JD Skidsteer		\$13,000.00
			
270	Husqvarna Saw		\$13,000.00
			
275	2004 Black Enclosed Trailer		\$5,000.00
			
	Broce Broom		\$4,600.00
			
277	Elgin Sweeper		\$10,850.00
			
278	Air Compressor		\$2,800.00
			
279	Stow Cement Mixer		\$400.00
			
280	Crafco 202 Patch Machine		\$13,000.00

		
281	Target Pro 65 Concrete Saw	\$12,000.00
		
282	Air Jack Hammers	\$4,500.00
		
283	Komatsu Dozer	SU D319-18 SN 42806 \$3,500.00
		
285	2017 Ford F250	\$28,000.00
		
287	2014 Ford F250	\$20,000.00
		
288	Crafco Router	\$650.00
289	1998 Internation Rail Truck	\$10,000.00

290	Sullivan Air Compressor		\$7,500.00
291	20ft Trailer Deckover		\$8,500.00
293	2000 Elgin Sweeper 4700		\$13,000.00
294	Silicone Pump		\$5,000.00
295	Tiger Mini Truck		\$3,500.00
			
296	2007 Freightliner MicroSurface Trk		\$185,000.00
 			
298	1985 Tanker Trailer 43ft		\$4,610.00

Total: \$1,025,180.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas, Baldwin Cox Allen dba Baldwin Cox Allen 5930 Preston View Blvd Ste 200 Dallas TX 75240-4782		CONTACT NAME: Amy Cole PHONE (A/C, No, Ext): (972) 644-2688 E-MAIL ADDRESS: amy@baldwinagency.com FAX (A/C, No): (972) 644-8035	
INSURED Tri City Seal Co, Inc. PO Box 775 Tuttle OK 73089		INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: West American Insurance Co INSURER C: Liberty Mutual Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 12203 44393 23043	

COVERAGES**CERTIFICATE NUMBER:** CL216718616**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:				06/06/2023	06/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				06/06/2023	06/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0				06/06/2023	06/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A				06/06/2023	06/06/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater				06/06/2023	06/06/2024	Scheduled Equipment \$334,510 Leased/Rented Equip \$265,500 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

00 43 13 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Tri-City Seal Co., Inc.
P.O. Box 775
Tuttle, OK 73089

SURETY (Name, and Address of Principal Place of Business): Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

OWNER (Name and Address): The City of Sallisaw
115 E Choctaw
Sallisaw, OK 74955

BID

Bid Due Date: July 6, 2023

Description: JSV Apron and Taxiway Crack Seal/Seal Coat

BOND

Bond Number: N/A

Date: July 6, 2023

Penal sum Five Percent of the Greatest Amount Bid \$ 5% G.A.B.
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Tri-City Seal Co., Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Jeremy Dedmon

Print Name

Vice President

Title

Attest:

Signature

Title City Mgr

SURETY

Developers Surety and Indemnity Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

John A. Aboumrad

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Neira Hernandez

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint ventures, if necessary.

Sallisaw Municipal Airport

JSV Apron and Taxiway Crack Seal/Seal Coat

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

<i>EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.</i>

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Russ Frenzel, Cynthia Alford, Brent Baldwin, John A. Aboumrad and Brady Cox, of Plano, TX

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective July 6, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]

Printed Name: Sam Zaza

Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

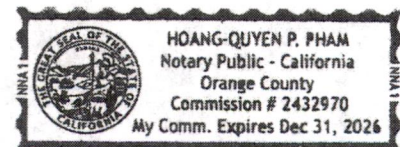
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By: Barry W. Moses Barry W. Moses, Assistant Secretary

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POA No. N/A

Ed 0323

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Award of Contract

ITEM TITLE: Consider Approval of the Award of Contract to Custom Pavement Maintenance and Safety of Van Buren, Arkansas, in the Amount of \$178,510.00 and, Authorize Garver Engineering to Execute all Related Documents, Including the Contract, Upon Receiving Approval of Such From the City Attorney; Authorize the City Manager to Sign

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Garver Engineering

BACKGROUND: Based on the architect's letter of recommendation, staff requests approval to award a contract to Custom Pavement Maintenance and Safety, the low bidder, in the amount of \$178,510.00. This amount includes alternate bids #1 and #2.

EXHIBITS: 1. JSV TW and Apron Crack Seal Recommendation of Award

KEY ISSUES: None.

FUNDING SOURCE: OAC Grant Funding - \$169,584.50
City Budget (5% Match) - \$8,925.50

RECOMMENDATION: Approval of Award of Contract to Custom Pavement Maintenance and Safety in the amount of \$178,510.00 and, Authorize Garver Engineering to Execute all Related Documents, Including the Contract, Upon Receiving Approval of Such From the City Attorney; Authorize the City Manager to Sign



4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
TEL 479.257.9188
www.GarverUSA.com

July 12, 2023

City of Sallisaw
Attn: Keith Skelton, City Manager
115 East Choctaw
Sallisaw, OK 74955

Re: Sallisaw Municipal Airport (JSV)
TW and Apron Crack Seal and Seal Coat
Recommendation of Award

Dear Mr. Skelton:

Bids were received for the "TW and Apron Crack Seal and Seal Coat " project at Sallisaw City Hall at 1:30 PM on Thursday, July 6, 2023. Garver has reviewed the bid proposal for compliance with the "Instructions to Bidders". This information includes the following:

- ➔ Insurance Coverages (Current Automobile and Liability Insurance)
- ➔ 5% Bid Bond
- ➔ Proposal (Including Unit Price Schedule)
- ➔ Statement of Bidder's Qualifications
- ➔ List of Proposed Subcontractors
- ➔ DBE Participation Reporting
- ➔ Bidder Certification Form
- ➔ Acknowledgement of Addenda
- ➔ Non-Collusion & Business Relationship Affidavits

A total of 2 bids were received on the project. Custom Pavement Maintenance and Safety submitted the low bid for the project (Base Bid, Alternate 1, & Alternate 2) in the amount of \$178,510.00. The Engineer's Opinion of Probable Cost was \$287,240.00. A tabulation of the bids received is enclosed with this letter.

Based on Garver's review, we believe that the bid submitted by Custom Pavement Maintenance and Safety is the lowest qualified bidder and represents a good value for the Sallisaw Municipal Airport. Therefore, we request your concurrence in awarding the Base Bid, Alternate 1, and Alternate 2 of the "TW and Apron Crack Seal and Seal Coat" contract to Custom Pavement Maintenance and Safety.

Please call me if you have any questions.

Sincerely,

GARVER

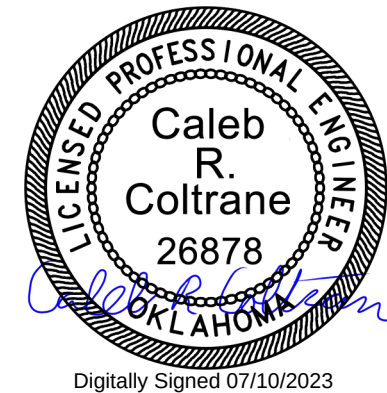
Bart Gilbreath, PE
Electrical Resiliency and Illumination Leader

Attachments: Bid Tabulation, As-Bid Project Budget

JSV APRON AND TAXIWAY CRACK SEAL/SEAL COAT
CITY OF SALLISAW
BID TABULATION - SCHEDULE 1 - BASE BID (WEST APRON AND TAXIWAY REHAB)
BID OPENING: JULY 6, 2023; 1:30 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		CUSTOM PAVEMENT MAINTENANCE AND SAFETY		TRI-CITY SEAL	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,800.00	\$ 6,800.00
2	C-105-6.1	Mobilization (maximum 10% of bid)	LS	1	\$ 23,700.00	\$ 23,700.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
3	P-101-5.1	Low Severity Crack Repair	LF	18700	\$ 3.00	\$ 56,100.00	\$ 1.45	\$ 27,115.00	\$ 2.00	\$ 37,400.00
4	P-101-5.2	High Severity Crack Repair	LF	100	\$ 7.00	\$ 700.00	\$ 37.50	\$ 3,750.00	\$ 28.00	\$ 2,800.00
5	P-631-7.1	Slurry Seal Surface Treatment	SY	36200	\$ 3.00	\$ 108,600.00	\$ 2.25	\$ 81,450.00	\$ 2.00	\$ 72,400.00
6	P-620-5.1	Pavement Markings, Reflective	SF	4700	\$ 6.00	\$ 28,200.00	\$ 0.85	\$ 3,995.00	\$ 5.16	\$ 24,252.00
7	P-620-5.2	Pavement Markings, Non-Reflective	SF	9000	\$ 4.00	\$ 36,000.00	\$ 0.80	\$ 7,200.00	\$ 3.79	\$ 34,110.00

SCHEDULE 1 - BASE BID - WEST APRON AND TAXIWAY REHAB - SUBTOTAL	\$ 260,300.00	\$ 131,010.00	\$ 187,762.00
ALTERNATE 1 - SW APRON AND TAXILANE REHAB - SUBTOTAL	\$ 16,640.00	\$ 18,100.00	\$ 11,560.00
ALTERNATE 2 - NW APRON AND TAXILANE ASPHALT AND CONCRETE REHAB - SUBTOTAL	\$ 10,300.00	\$ 29,400.00	\$ 13,050.00
TOTAL (BASE BID+ALTERNATE 1+ALTERNATE 2)	\$ 287,240.00	\$ 178,510.00	\$ 212,372.00



**JSV APRON AND TAXIWAY CRACK SEAL/SEAL COAT
CITY OF SALLISAW
BID TABULATION - ALTERNATE 1 - SW APRON AND TAXILANE REHAB
BID OPENING: JULY 6, 2023; 1:30 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		CUSTOM PAVEMENT MAINTENANCE AND SAFETY		TRI-CITY SEAL	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	2000	\$ 3.00	\$ 6,000.00	\$ 1.55	\$ 3,100.00	\$ 2.00	\$ 4,000.00
2	P-101-5.2	High Severity Crack Repair	LF	20	\$ 7.00	\$ 140.00	\$ 50.00	\$ 1,000.00	\$ 28.00	\$ 560.00
3	P-631-7.1	Slurry Seal Surface Treatment	SY	3500	\$ 3.00	\$ 10,500.00	\$ 4.00	\$ 14,000.00	\$ 2.00	\$ 7,000.00
TOTALS						<u>\$ 16,640.00</u>		<u>\$ 18,100.00</u>		<u>\$ 11,560.00</u>



Digitally Signed 07/10/2023

JSV APRON AND TAXIWAY CRACK SEAL/SEAL COAT
CITY OF SALLISAW
BID TABULATION - ALTERNATE 2 - NW APRON AND TAXILANE ASPHALT AND CONCRETE REHAB
BID OPENING: JULY 6, 2023; 1:30 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		CUSTOM PAVEMENT MAINTENANCE AND SAFETY		TRI-CITY SEAL	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	P-101-5.1	Low Severity Crack Repair	LF	500	\$ 3.00	\$ 1,500.00	\$ 1.55	\$ 775.00	\$ 2.00	\$ 1,000.00
2	P-101-5.1	Low Severity Crack Repair (Concrete)	LF	350	\$ 3.00	\$ 1,050.00	\$ 37.50	\$ 13,125.00	\$ 3.00	\$ 1,050.00
3	P-101-5.2	High Severity Crack Repair	LF	250	\$ 7.00	\$ 1,750.00	\$ 30.00	\$ 7,500.00	\$ 28.00	\$ 7,000.00
4	P-631-7.1	Slurry Seal Surface Treatment	SY	2000	\$ 3.00	\$ 6,000.00	\$ 4.00	\$ 8,000.00	\$ 2.00	\$ 4,000.00
TOTALS						<u>\$ 10,300.00</u>		<u>\$ 29,400.00</u>		<u>\$ 13,050.00</u>



Digitally Signed 07/10/2023

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Airport Engineering

ITEM TITLE: Discuss and Consider Approval of Amendment No. 1 to Work Order No. 2, In The Amount of \$35,650.00, To Garver Engineering, for Grant Administration Assistance and Construction Administration Services for the Sallisaw Municipal Airport Taxiway and Apron Crack Seal and Seal Coat Project

INITIATOR: City Manger
Garver Engineering

STAFF INFORMATION SOURCE: Garver Engineering

BACKGROUND: This project is now moving into the construction phase. This work order amendment will increase the engineering fee by \$35,650.00, up to \$81,650.00 total for the project. This phase of services will include grant administration assistance (OAC funding), and construction management services.

EXHIBITS: 1. Sallisaw WO2 Amendment 1 (23A03331)

KEY ISSUES: None

FUNDING SOURCE: OAC Grant Funding / City Matching Funds.
City portion is 5% of the total project cost of \$235,261.25.

RECOMMENDATION: Staff recommends approval of Work Order Amendment No. 1.



AMENDMENT TO WORK ORDER NO. 2
City of Sallisaw, Oklahoma
Project No. 23A03331

WORK ORDER AMENDMENT NO. 1

This Work Order Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original work order between the City of Sallisaw, Oklahoma ("Owner") and Garver, LLC ("Garver"), dated May 8, 2023, referred to in the following paragraphs as the "Work Order."

This Amendment adds professional services for the improvements and rehabilitation of Taxiway and West Apron pavement, including carack and seal and seal coat at Sallisaw Municipal Airport.

The Work Order is hereby modified as follows:

SECTION 2 – PAYMENT

The following language modifies the language of Section 2 of the Work Order:

"The total amount paid to Garver under the Work Order is increased by \$35,650.00 from \$46,000.00 to \$81,650.00."

APPENDIX A – SCOPE OF SERVICES

The attached hereto EXHIBIT A of this Amendment is to be included, in whole, as part of Appendix A of the Work Order.

APPENDIX B – FEE SUMMARY

The attached hereto EXHIBIT B of this Amendment is to be included, in whole, as part of Appendix B of the Work Order.

Terms and conditions of the Work Order not modified herein remain unchanged and in full force and effect.

[Signature Page to Follow]



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

City of Sallisaw, Oklahoma

Garver, LLC

By: _____
Signature

By: BLR
Signature

Name: _____
Printed Name

Name: Blake Roberson
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: July 14, 2023

Attest: _____

Attest: Burt Villhearts



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the **Taxiway and Apron Crack Seal and Seal Coat (CPS)** at the **Sallisaw Municipal Airport (JSV)**.

- Grant Administration
- Construction Administration Services

It is understood that it is the Owner's intent to construct this project at the same time as the separate Airfield Lighting project. Therefore, some actions related to RPR services may be covered under that contract.

A.1 Grant Administration

Garver will prepare OAC grant application for review, execution and submittal by the Owner. Garver will assist the Owner with grant reimbursement requests and quarterly performance reports throughout the project.

Following completion of the project, Garver will complete grant closeout packets in accordance with OAC requirements. Closeout documentation will be provided at the end of construction within 90 days of receipt of Contractor closeout documents. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.

A.2 Construction Administration Services

During the construction phase of work, Garver will accomplish the tasks below.

A.2.1 Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

A.2.2 Construction Management Plan

Garver will prepare a "Construction Management Plan" to be submitted to the OAC for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the OAC airport engineer and must be approved along with the final plans and specifications for construction.

A.2.3 Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is



required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

A.2.4 Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

A.2.5 Progress Meetings

As a minimum, Garver's Project Manager and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 2 meetings will be held on-site, and 2 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

A.2.6 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

A.2.7 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

A.2.8 Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

A.2.9 Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.



A.2.10 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Grant Administration Closeout Services and final record drawings will be provided to the Owner after project completion.

A.2.11 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.2.12 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

A.3 On-Site Resident Project Representative Services

Resident Project Representative (RPR) services for this project will be provided in conjunction with the separate Airfield Lighting project. Daily activities will be accomplished for this contract under that contract's activities.

During the construction period, Garver's RPR will provide or accomplish the following as part of the Airfield Lighting project as it relates to this project:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA.
2. As necessary, conduct safety meetings with the Contractor.
3. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
4. Perform intermediate inspections in advance of the final inspection.
5. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
6. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
7. Monitor the contractor's conformance to the approved construction safety and phasing plan.
8. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the



performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

A.4 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. Issued for Construction Plans and Specifications to the Owner, Contractor, and OAC.
 - a. Three hard copies to the Contractor
2. Approved submittals to the Contractor.
3. Record Plans and Specifications to the Owner and OAC.
 - a. One hard copy to the Owner.
4. Other electronic files as requested.

A.5 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Design or bidding services – these were previously contracted.
2. RPR services beyond those included in the Airfield Lighting contract.
3. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
4. Deliverables beyond those listed herein.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). A SWPPP is not anticipated to be needed.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Litigation or mediation services.

A.6 Schedule

Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
Grant Application	Mutually agreeable schedule
Construction Administration & Observation; Materials Testing	As required for construction
Grant Closeout Report	90 days from receipt of Contractor documents



Exhibit B
City of Sallisaw, OK
Taxiway and Apron Crack Seal and Seal Coat
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
Engineers / Architects	
E-1	\$ 41.79
E-2	\$ 48.51
E-3	\$ 58.67
E-4	\$ 68.60
E-5	\$ 83.68
E-6	\$ 102.85
E-7	\$ 139.22

Planners	
P-1	\$ 50.31
P-2	\$ 63.25
P-3	\$ 78.63
P-4	\$ 87.89
P-5	\$ 101.60

Designers	
D-1	\$ 39.01
D-2	\$ 45.57
D-3	\$ 54.39
D-4	\$ 63.25

Technicians	
T-1	\$ 30.48
T-2	\$ 38.60
T-3	\$ 47.08
T-4	\$ 59.27

Surveyors	
S-1	\$ 18.76
S-2	\$ 24.68
S-3	\$ 33.21
S-4	\$ 47.70
S-5	\$ 63.25
S-6	\$ 71.95
2-Man Crew (Survey)	\$ 72.37
3-Man Crew (Survey)	\$ 91.13
2-Man Crew (GPS Survey)	\$ -
3-Man Crew (GPS Survey)	\$ -

Construction Observation	
C-1	\$ 36.81
C-2	\$ 47.36
C-3	\$ 57.97
C-4	\$ 71.25
C-5	\$ 85.33

Classification	Rates
Resource Specialists	
RS-1	\$ 33.41
RS-2	\$ 46.34
RS-3	\$ 65.73
RS-4	\$ 86.20
RS-5	\$ 107.75
RS-6	\$ 132.54
RS-7	\$ 150.85

Environmental Specialists	
ES-1	\$ 33.41
ES-2	\$ 44.18
ES-3	\$ 53.88
ES-4	\$ 66.81
ES-5	\$ 84.05
ES-6	\$ 102.37
ES-7	\$ 131.46
ES-8	\$ 148.70

Project Controls	
PC-1	\$ 34.48
PC-2	\$ 47.41
PC-3	\$ 60.34
PC-4	\$ 77.58
PC-5	\$ 94.82
PC-6	\$ 116.37
PC-7	\$ 149.78

Administration / Management	
AM-1	\$ 23.94
AM-2	\$ 32.50
AM-3	\$ 45.27
AM-4	\$ 57.75
AM-5	\$ 70.80
AM-6	\$ 87.61
AM-7	\$ 105.47
M-1	\$ 168.36

Exhibit B

City of Sallisaw, OK

Taxiway and Apron Crack Seal and Seal Coat

FEE SUMMARY

Title I Service	Estimated Fees	Fee Type
Project Administration	\$ 5,650.00	Lump Sum
Subtotal for Title I Service	\$ 5,650.00	
Title II Service	Estimated Fees	Fee Type
Construction Administration	\$ 30,000.00	Lump Sum
Subtotal for Title II Service	\$ 30,000.00	
Total All Services	\$ 35,650.00	

Exhibit B

City of Sallisaw, OK Taxiway and Apron Crack Seal and Seal Coat

Project Administration

WORK TASK DESCRIPTION	E-5	E-3	E-1	C-2	AM-2
	hr	hr	hr	hr	hr
1. Grant Administration					
Contract Administration	1				2
Draft and Submit OAA Grant Application	1				4
Develop Monthly Reimbursement Packages (2 estimated)		2			4
Quarterly Performance Reports		1			2
Subtotal - Grant Administration	2	3			12
2. Grant Closeout					
Closeout Report		2	3		4
Record Drawings		1	4	2	
OAC Closeout Documentation		2			4
Subtotal - Grant Closeout		5	7	2	8

Hours	2	8	7	2	20
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SUBTOTAL - SALARIES:	\$1,673.97
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$3,197.45
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$41.62
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$41.62
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SUBTOTAL:	\$4,913.04
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$736.96
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TOTAL FEE:	\$5,650.00
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Exhibit B

City of Sallisaw, OK

Taxiway and Apron Crack Seal and Seal Coat

Construction Administration

WORK TASK DESCRIPTION	E-5	E-3	E-1	C-2	AM-2
	hr	hr	hr	hr	hr
1. Engineering Administration					
Prepare IFC Plans and Specs and submit to Contractor			1		2
Prepare and Distribute Notice to Procure					1
Prepare and Distribute Notice To Proceed					1
Prepare for Preconstruction Meeting	1		1		1
Develop Construction Management Plan	1		2		
Attend Preconstruction Meeting (2 people, on-site/virtual)	10		10		2
Prepare and Distribute Preconstruction meeting minutes	1		1		2
Prepare Contractor Pay Application (2 applications)	1		2		2
Develop Submittal Log			1		
Prepare Change Orders	1		2		2
Response to Contractor and RPR Inquiries		2	4		
Certified Payroll Reviews		2			4
Prepare for and Attend (On-Site/Virtual) Progress Meetings (1 person, 2 meetings)		1			1
Site Visits (1 visits, 1 person: 5 hour travel + 4 hours on site)	9				
Additional CA responsibilities completed by RPR				16	
Shop Drawings/Submittal Review & Responses	1	1	8		
Final Inspection and Punchlist	10		10	10	1
Punchlist Coordination	1		1	2	1
Final Walkthrough	8			8	
Subtotal - Engineering Administration	44	6	43	36	20

Hours	44	6	43	36	20
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SUBTOTAL - SALARIES:	\$8,185.87
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$15,635.83
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$115.26
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$50.00
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,265.26
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SUBTOTAL:	\$26,086.96
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PROFESSIONAL FEE	\$3,913.04
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TOTAL FEE:	\$30,000.00
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AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Tahoe Purchase

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98711, Issued to Joe Cooper Chervolet, of Oklahoma City, Oklahoma, in the Amount of \$78,970.00 for the Purchase of Two (2) 2023 Chevy 1500 Tahoes

INITIATOR: Police Department
Purchasing Agent

STAFF INFORMATION SOURCE: Police Department
Purchasing Agent

BACKGROUND: Funds are appropriated in the current budget for this purchase. The tahoe's are available at the state contract price. There is \$79,600.00 budgeted. Tahoe's are on the lot and ready for immediate pickup if approved.

EXHIBITS: 1. Joe Cooper Chevy

KEY ISSUES: N/A

FUNDING SOURCE: GL #030-201-57103

RECOMMENDATION: Approval of purchase order no. 98711 in the amount \$78,970.00 issued to Joe Cooper Chevrolet.

NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED

98711 7/3

Page 166 of 196

8/3/2023

Acc# 201-57103

QUOTE



Joe Cooper Chevrolet

Dee Roberson 405-737-3389

Email dee@cooperfleet.com

BILL TO

Herbert Hutchinson

City of Sallisaw

101 W Chickasaw Ave

Sallisaw, OK 74955

QUOTE #

08022023A

QUOTE DATE

08/02/2023

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model as per attached description	39,485.00	78,970.00
		TOTAL	\$78,970.00

Joe Cooper Chevrolet Quote

For More Information Contact:

Dee Roberson or Ryan Roberson

405-737-3389

Dee@cooperfleet.com

Ryan@cooperfleet.com

State Contract SW0035, #25101702

Date: 08-02-2023

Quote Number: 20587413 A

Quote Total is \$39,485.00

This is quote for City of Sallisaw

Contact: Herbert Hutchinson

Email: hhutchinsonps@sallisawok.org

Phone:

Quoting a Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model

Color: Black -- **Seats:** Cloth Front Vinyl Rear -- **Floor:** Rubber Floor

Standard Equipment: Police Equipment Added: Left Hand Spotlight, Red and white front auxiliary dome, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only). Other Equipment: Engine, 5.3L EcoTec3 V8 with Transmission, 10-speed automatic, Power Locks, Windows and Mirrors, Keyless Entry, Differential, mechanical limited-slip, Trailering equipment includes trailering hitch platform, 7-wire harness, Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors, Glass, deep-tinted, Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth, Keyless start, push button, Power Seats Driver and Passenger, Remote start, Air conditioning, tri-zone automatic climate control, Defogger, rear-window electric,

Quote Summary

Item Description	Quantity	Amount
Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model \$38,863.00	1	\$38,863.00
Engine, 5.3L EcoTec3 V8 Standard	1	\$0.00
**Differential, heavy-duty locking rear Standard \$0.00	1	\$0.00
**Remote Start \$285.00	1	\$285.00
Flasher system, headlamp and taillamp, DRL compatible with control wire \$52.00	1	\$52.00
Delete Front Center 20% Seat \$0.00	1	\$0.00
2 Extra Keyless Start Fob Program \$285.00	1	\$285.00
Quote Total		\$39,485.00

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Lift Station

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98737, Issued to Piney Mountain Industrial, of Waldron, Arkansas, *in an Amount not to Exceed \$30,000.00* For The Purchase of Two (2) New Pumps for Lift Station #1

INITIATOR: Water/Sewer Superintendent

STAFF INFORMATION SOURCE: Water/Sewer Superintendent

BACKGROUND: The two (2) pumps at Lift Station #1 recently failed. We currently only have one pump that is operational. Approval of this purchase will allow us to purchase two additional pumps for the lift station. The amount not to exceed is for fabrication of needed parts and installation.

EXHIBITS: 1. PON 98737 - Piney Mountain Industrial

KEY ISSUES: Pumps not operating correctly.

FUNDING SOURCE: GL #010-701-53307

RECOMMENDATION: Approval of purchase order no. 98737 in an amount not to exceed \$30,000.00 issued to Piney Mountain Industrial.

CITY OF SALLISAW

PURCHASE REQUISITION / PURCHASE ORDER

NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED

PO Number

98737 8/

PO Date

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

Vendor # _____ Department: _____
Vendor Name: Piney Mountain Industrial

Address: _____

City: _____ State: _____ Zip: _____

Contact:

Phone/Cell

/

Email

Fax

Grant Funds Y N

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
	Quote # 17921				
	Two (2) New pumps				
	for triplex lift				
	Station.	010-704-53307	2	10,720. ⁰⁰	\$21,440. ⁰⁰
				ARKANSAS	
				Tax	\$2,196.29

Comments, Note grant information if applicable:

Freight/Other

\$700.⁰⁰

Total Cost

\$24,336.29

Requestor: _____

Date: _____

8-7-23

Purchasing Approval: _____

Date: _____

8/7/23

PRIORITY: HIGH MED LOW

Dept Need Date: _____

Order Date/By: _____/_____

Est. Delivery: _____

PINEY MOUNTAIN INDUSTRIAL

QUOTE

Attention: Ted

City of Sallisaw

Date:08/04/2023

Project Title: Two new pumps for triplex lift station behind school.

Quote Number: 17921

lead time: 2-3weeks

PO # 99737 8/7

Description	Quantity	Unit Price	Cost
New pumps for triplex lift station	2	\$10,720.00	\$21,440.00
Freight			\$700.00
		Subtotal	\$22,140.00
		9.92%	\$ 2,196.29
		Total	\$24,336.29

Valid for 30 calendar days from the above date

Payment terms. Due upon delivery.

Net 30 days for account holders unless otherwise specified.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required.

Thank you for your for the opportunity. It's a pleasure to work with you on your project.

Sincerely yours,

Josh Sims.

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Chipper

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98748, Issued to Vermeer Great Plains of Catoosa, Oklahoma, in the amount of \$61,910.00 for a Chipper for the Tree Trimming Department

INITIATOR: Electric Superintendent

STAFF INFORMATION SOURCE: Electric Superintendent

BACKGROUND: Approval of the purchase order would allow the Tree Trimming division to purchase a new chipper. The Vermeer Chipper has more horsepower and is able to chip a large log.

EXHIBITS:

1. Quote Chipper
2. Vermeer Q01858
3. Bronco Equip Quote

KEY ISSUES: Vermeer purchase price of \$61,910.00 represents a \$4,659.90 discount as provided for by Oklahoma state contract pricing.

FUNDING SOURCE: Capital Improvement Fund (30) GL #030-507-57703
Budgeted Amount: \$67,000.00

RECOMMENDATION: Approval of purchase order no. 98748 in the amount of \$61,910.00. issued to Vermeer Great Plains.

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

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 7-24-23	Date of Quotation 7-24-23	Date of Quotation
Department Number: 601	Department Number: 601	Department Number:
Vendor Name / Number VERMEER	Vendor Name / Number BRONCO EQUIPMENT & SALES	Vendor Name / Number
Address City COTOOSA State OK Zip	Address 2122 S EAST AVE City CHSIA: 23 State OK Zip 74023	Address City State Zip
Phone 918-266-3300	Phone 918-225-7368	Phone
Item (s) 1 BC1200XL COMPACT	Item (s) 12XPC 12" DRUM STYLE	Item (s)
Quantity 1	Quantity 1	Quantity
Price each 61,910.00	Price each 41,675.60	Price each
Est. Freight	Est. Freight 0	Est. Freight
Total Cost \$ 61,910.00	Total Cost \$ 41,675.60	Total Cost \$
Quote Expiration Date 8-24-2023	Quote Expiration Date 8-24-23	Quote Expiration Date
Quotes Obtained By: BS	Quotes Obtained By: BS	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)



An Employee Owned Company

Olathe, KS
(913) 782-3655

Goddard, KS
(316) 794-3500

Brookline, MO
(417) 886-3500

Oklahoma City, OK
(405) 478-2900

Catoosa, OK
(918) 266-3300

Ship To: IN STORE PICKUP

Invoice To: CITY OF SALLISAW
P.O.BOX 525
SALLISAW OK 74955

Branch 05 - CATOOSA		
Date 07/24/2023	Time 14:38:52 (O)	Page 1
Account No. SALLI001	Phone No. 9187756241	Estimate No. Q01858
Ship Via		Purchase Order .
Tax ID No. EXM-10017232-06		NON-EXPIRING
		Salesperson KS1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 08/23/2023 Amount

New VERMEER BC1200XL BC1200XL DOMESTIC VALUE PACKAGE (135HP) 61910.00

Hours: 0

****INCLUDING THE FOLLOWING OPTIONS****

BC1200XL14VP BC1200XL DOMESTIC VALUE PACKAGE (135HP)
GASOLINE

Subtotal: 61910.00

Authorization: _____ Quote Total: 61910.00

STATE WIDE CONTRACT NUMBER:SW196VM

VERMEER SELL PRICE: \$66,570.00

LESS STATE WIDE CONTRACT DISCOUNT 7%: \$4,659.90

NEW SELL TOTAL: \$61,910.00

THANK YOU FOR THIS OPPORTUNITY.

PLEASE CONTACT ME WITH ANY QUESTIONS.

KEITH STEELEY 918.845.0666

KEITH.STEELEY@VERMEERGP.COM



BRONCO
EQUIPMENT RENTAL & SALES

Bronco Equipment Rental & Sales, LLC.

2122 South East Avenue

Cushing, OK 74023

USA

918-225-7368 (Phone)

918-225-0886 (Fax)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
158591	07/24/23 12:16 pm by Bronco Equipment Rental & Sales, LLC.	07/25/23 04:23 pm by Bronco Equipment Rental & Sales, LLC.	DAVID MANNING
CUSTOMER:		BILL TO:	SHIP TO:
CITY OF SALLISAW PO BOX 525 115 EAST CHOCTAW SALLISAW, OK 74955 USA 918776-4643 (Phone) BLAKLEY SMITH (Contact) BSMITH@SALLISAWOK.ORG		Bronco Equipment Sales & Rental 2122 South East Avenue Cushing, OK 74023 USA 918-225-7368 (Phone) 918-225-0886 (Fax) David Lowe (Contact) dlowe@broncorental.net	Bronco Equipment Sales & Rental 2122 South East Avenue Cushing, OK 74023 USA 918-225-7368 (Phone) 918-225-0886 (Fax) David Lowe (Contact) dlowe@broncorental.net

INTIMIDATOR 12XPC (12" DRUM STYLE)

Qty	Part #:	Description:	Base Price:
1	MODEL-12XPC	Intimidator 12XPC - (12" Drum Style)	\$ 28680.00

STANDARD EQUIPMENT

1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
X	STANDARD	Top feed wheel jack mount with locking pin to raise & lock top feed wheel using tongue jack (not provided when hydraulic lift cylinder option is selected)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree manual swivel discharge with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
1	STANDARD	30 3/4" high x 54" wide tapered infeed hopper with 30" fold down infeed tray and heavy-duty taillight covers
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	4" channel main frame with a 3" x 4" tongue tube
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)

1 STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1 STANDARD	Pressure check kit - Gauge is NOT included
1 STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1 STANDARD	Weather resistant manual container
1 STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1 STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1 STANDARD	Spanish & English combination safety decals

OPTIONS

Qty	Part #:	Description:	Option Price:	Extended:
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00
1	990-RC1632-204	Ford MSG-425, 2.5L, 84 horsepower gas engine without clutch (Includes sucker fan and spark arrestor muffler)	\$ 12685.00	\$ 12685.00
1	700-1000-34	NACD Spring Loaded Clutch for Ford 84 hp gas engine	\$ 1175.00	\$ 1175.00
1	OPTION-905-5000-28	Hydraulic lift cylinder for top feed wheel (controlled manually unless wireless radio remote option is selected)	\$ 1050.00	\$ 1050.00
1	990-1014-86	Single 6,000 pound Torflex EZ lube axle with electric brakes	\$ 0.00	\$ 0.00
1	990-1014-87	(2) 225/75R 15" tires mounted on 6-bolt white modular rims	\$ 0.00	\$ 0.00
1	OPTION-980-1002-66	12" HD bolt on steel fenders - single axle units only	\$ 90.00	\$ 90.00
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

CUSTOMER TOTALS

Total Unit Price:		\$ 43680.00
Customer Discount:	8.0000 %	- \$ 3494.40
Dealer Preparation/Delivery:		\$ 150.00
Customer Net Unit Price:		\$ 40335.60
Freight/Shipping:		\$ 1340.00
Customer Total:		\$ 41675.60

Terms: CASH

DEALER TOTALS

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

Close Print

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Lift Station Pumps

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98749, Issued to Core & Main of Owasso, Oklahoma, in the amount of \$27,000.00 For the Installation of Two (2) 10" EZ Valve on Kerr Boulevard

INITIATOR: Water/Sewer Superintendent
Building Development Director

STAFF INFORMATION SOURCE: Water/Sewer Superintendent
Building Development Director

BACKGROUND: Approval of this purchase order will allow Core & Main to install valves on 2 sections of the 10" water line that will need to be removed in order for land clearing to be completed on Kerr Boulevard (contractor intends to level the hill). Core & Main is able to install the valves without shutting the water off to businesses and residences in the area.

EXHIBITS: 1. T220854

KEY ISSUES: If we were to install the valves ourselves, the water would have to be shut off for approximately 6 hours for each valve installation, leaving businesses and residents without needed water.

FUNDING SOURCE: GL #030-703-57701 Water Line Improvement

RECOMMENDATION: Approval of purchase order no. 98749 in the amount of \$27,000.00 issued to Core & Main.

Run Date: 7/17/23

Quote



Sold To:
SALLISAW, CITY OF
PO BOX 525
SALLISAW, OK 74955-0525

Ship To:
SALLISAW, CITY OF
115 E CHOCTAW
SALLISAW, OK 74955

Customer #	213893
Order #	T220854
Date Ordered	07/17/23
Job #	
Job Name	
Customer Reference	
Purchase Order #	YES
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	BRIAN WYATT
Ship Via	CORE & MAIN LP

Branch:
OWASSO OK
BRANCH - 343
14701 E 116TH ST N
OWASSO, OK 74055

Phone: 918-586-7100

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	5110EZINSTALL	INSTALL FOR 10" EZ VALVE	2			N/C	EA	
	5110EZGENII	10" EZ GENII IP/DI/C-900 O/L	2			13500.00000	EA	27000.00
		INSERTION VALVE 10.65-11.40 OD RANGE						

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	27000.00
Tax Amount:	.00
Other Charges:	.00
Total:	27000.00

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Repair/Replacement of Transformers

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 98750, Issued to Imperium Supply of Edmond, Oklahoma, *in an Amount Not to Exceed \$26,000.00* for Repairs and/or Replacement of Various Sized Transformers

INITIATOR: Electric Superintendent

STAFF INFORMATION SOURCE: Electric Superintendent

BACKGROUND: Approval of the purchase order will allow us to repair/replace several electrical transformers that have been damaged recently. The amount to exceed is for any unforeseen costs that may occur.

EXHIBITS: 1. Quote 7-26-2023

KEY ISSUES: Given the limited availability of transformers, repair of transformers that are repairable is a must.

FUNDING SOURCE: GL # 010-601-53316 Electric Transformer Repairs

RECOMMENDATION: Approval of purchase order no. 98750 *in an amount not to exceed \$26,000.00* issued to Imperium Supply.

Proposal

Imperium Supply PO Box 8290, Edmond, OK. 73083

Rgebauer@imperium-supply.com

405-719-9402

CUSTOMER

Sallisaw

ESTIMATE NO

DATE _____

7/26/2023

ADDRESS

115 E Choctaw Ave

CITY/STATE/ZIP

Sallisaw, OK 74955

PHONE

918-775-6241

E-MAIL

bsmith@sallisawok.org

SALESPERSON

Robert Gebauer

PROJECT

N/A

PREPARED BY:

Robert Gebauer

ATTENTION

Blakely Smith

PAYMENT TERMS

Net 30

DUE DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	SN: NW136902, 15 KVA Full Rewind, Replace 2 L.V. bushings	\$1,962.00	\$1,962.00
1	SN: G206697-65Y, 10 KVA Full Rewind	\$1,473.00	\$1,473.00
1	SN: 851027953, 15 KVA Full Rewind	\$1,812.00	\$1,812.00
1	SN: 1825034, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: 21A132061, 25 KVA Recondition	\$563.50	\$563.50
1	SN: 20A512547, 25 KVA Recondition, Replace 1 H.V. bushing	\$638.50	\$638.50
1	SN: 851027588, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: M22H17428, 25 KVA Recondition, Replace 2 L.V. Bushings	\$692.50	\$692.50
1	SN: 5379470, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: 851027946, 15 KVA Recondtition	\$542.50	\$542.50
1	SN: 83H0668, 15 KVA Full Rewind	\$1,812.00	\$1,812.00
1	SN: NW58481, 15 KVA Recondition	\$542.50	\$542.50
1	SN: H673438YG8A, 25 KVA Recondition	\$563.50	\$563.50
1	SN: 300195, 10 KVA Full Rewind	\$1,473.00	\$1,473.00
1	SN: 83A31202, 500 KVA 3-Phase, Recondition, Replace 1 L.V. Bushing, Repair Damage to Cabinet	\$5,163.50	\$5,163.50
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		SUBTOTAL	\$24,632.90
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: *Price reflects cost of oil and copper, subject to change. **price covers base repair parts cost extra.**		TAX RATE	0.00%
		SALES TAX	\$0.00
		OTHER	
		TOTAL	\$24,632.90

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

*Price reflects cost of oil and copper, subject to change. **price covers base repair parts cost extra.**

Sign Below to Accept Quote:

Authorized Rep

Date

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: PO Amendment

ITEM TITLE: Acknowledge and Consider Approval of Amendment, in the Amount of \$885.25, to Previously Approved Purchase Order No. 92245 Issued to Anixter Inc.; Final Amount \$47,885.25

INITIATOR: Finance Director
Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Finance Director
Electric Superintendent
Purchasing Agent

BACKGROUND: At the February 13th meeting, PON 92245 was approved *in an amount not to exceed \$47,000.00*. The company, Anixter, requires the wire to be cut in certain lengths, resulting in us receiving an additional 185' of wire.

EXHIBITS: 1. Amend PON 92245

KEY ISSUES: None

FUNDING SOURCE: SMA GL #090-601-53310

RECOMMENDATION: Acknowledgement and Approval of Amendment

CITY OF SALLISAW - PURCHASE ORDER

PO NUMBER

VENDOR NAME

VENDOR NUMBER

92245

ANIXTER INC.

7101

SHIP TO: CITY OF SALLISAW
P.O. BOX 525
115 EAST CHOCTAW
SALLISAW OK 74955
918-775-6241
Fax: 918-775-4194
Email: rsizemore@sallisawok.org

02/07/2023

ISSUED TO: ANIXTER INC.
PO BOX 842584
DALLAS TX 75284-2584
800-536-0708

I hereby approve the issuance and encumbrance of this purchase order.

PURCHASING OFFICER



I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of the said appropriation accounts.

ENCUMBERING OFFICER



<u>ORDER DATE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
02/07/2023	1.00	SPORTS COMPLEX WALKING TRAIL RESTROOM CONSTRUCTION MATERIAL ANIXTER QUOTE # U00714835.00 IN AN AMOUNT NOT TO EXCEED \$47,000 APPROVED BY COUNCIL 2/13/2023	47,000.00	47,000.00	090-601-53310 090-601-53310 090-601-53310 090-601-53310 090-601-53310
	1.00	PO ADJUSTMENT	885.25	885.25	090-601-53310

PRIOR YEAR

TOTAL 47,885.25

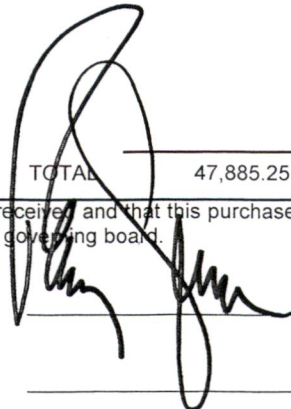
I hereby certify that the merchandise and/or services described above have been satisfactorily received and that this purchase order is now a true just debt of the city. This purchase order is therefore approved for consideration for payment by the governing board.

WARRANT NUMBER

WARRANT DATE

PURCHASING OFFICER

ACCTS PAYABLE



AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Electric Materials

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 92245, Issued to Anixter of Oklahoma City, OK, In An Amount Not to Exceed \$47,000.00, For The Purchase of Electric Materials For The Sports Complex Restroom Project

INITIATOR: Electric Superintendant
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendant
Purchasing Agent

BACKGROUND: Approval of this purchase order will allow staff to purchase needed materials for the sports complex walking trail restroom project. Construction of this line will also allow us to install electric service along the area of the future soccer field development on the west side of Steve Davis Road.

EXHIBITS: 1. Anixter Quote. Electric Supplies

KEY ISSUES: NA

FUNDING SOURCE: SMA GL # 090-601-53310 (via SMA contingency)

RECOMMENDATION: Staff recommends approval of Purchase Order 92245.



8201 POLE ROAD
Oklahoma City, OK 73149

#1

www.anixterpowersolutions.com

Phone: 405.438.6382
Fax: 405.632.0668

Quotation: U00714835.00

To: **CITY OF SALLISAW**
213 W QUESENBURY
SALLISAW, OK 74955

Issued Date: **Jan 17, 2023**

Expiration Date: **Feb 11, 2023**

Attn:

Sales Contact: **Thomas Wilson**
(P)

Phone:

(F)

Fax:

thwilson@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		163-23-4122-KIT WIRE 1/0 25KV TOLLED 2" SCH40 RED SEQ MARKED STD PKG: 2500	7500	5.050	FT	37,875.00
2		163-23-3072 1/0 AL 15KV 220M EPR FSF .050 STD PKG: 2500	2500	3.460	FT	8,650.00

SECTION TOTAL: \$46,525.00

QUOTE TOTAL: \$46,525.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



PACKING SLIP

DATE	CARRIER	PAGE
07/24/23	Our Truck	1 of 1
ORDER NO		
5592184-00		



CUSTOMER: 6037890
CITY OF SALLISAW

SHIP TO:
CITY OF SALLISAW
213 W QUESENBURY
SALLISAW, OK 74955

SHIP FROM:
Anixter - cOkc/3440
8201 POLE ROAD
Oklahoma City, OK 73149

Phone:
Fax :

CUSTOMER PO: 92245



INSTRUCTIONS

LINE	PRODUCT	ORDERED	SHIPPED	RECEIVED	UOM
1	163-23-3072-COE WIRE 1/0 AL 19STR 15KV 2 Catalog:163-23-3072-COE 	2520	2520		Ft
2	163-23-3122-KIT WIRE 1/0 15KV TOLLED Catalog:163-23-3122-KIT 	7665	7665		Ft

2 Line(s) Qty Shipped: 10185

Rcvd Total: _____

Picked By: _____ Packed By: _____ Checked By: _____

Cube: _____ Weight: _____ Freight Charges: _____

Received By: Blake H Smith JR Date Received: 7-25-23 Time Received: _____

Last Page



ANIXTER INC
OKLAHOMA CITY BRANCH, 3440
1200 E. I-240 Service Rd. Bldg. B
Oklahoma City, OK 73149

INVOICE

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	07/27/23	5592184-00
PO DATE	P.O. NO.	PAGE #:
02/15/23	92245	1 of 1
PLEASE REMIT PAYMENT TO:		
ANIXTER INC PO Box 842584 Dallas TX 75284-2584		

CUST #: 6037890

SHIP TO #: 1

BILL TO:

SHIP TO:

For inquiries regarding your account please call 800-536-0708,
option 3 or email creditmanagementuti@anixter.com

CITY OF SALLISAW
P O BOX 525
SALLISAW, OK 74955-0525

CITY OF SALLISAW
213 W QUESENBURY
SALLISAW, OK 74955

INSTRUCTIONS		SHIP POINT			VIA			SHIPPED	TERMS
		Anixter - cOkc/3440			Our Truck			07/27/23	Net 30
LINE	PRODUCT AND DESCRIPTION	ORDERED	B.O.	SHIPPED	U/M	PRICE	UM	DISCOUNT	NET AMOUNT
1	163-23-3072-COE WIRE 1/0 AL 19STR 15KV 220M EPR FULL NEUTRAL	2520	0	2520	Ft	3.52	Ft	0.00	8870.40
2	163-23-3122-KIT WIRE 1/0 15KV TOLLED	7665	0	7665	Ft	5.09	Ft	0.00	39014.85
2	Lines Total	Qty Shipped Total 10185			Total Invoice Total			47885.25 47885.25	

was - not to exceed
was \$471K
put on agenda
for acknowledgement

Robin

OK to
pay -
adjust for
885.25

Payable in US Dollars

No credit will be allowed for goods returned without our permission. All returns are subject to restocking, handling and freight charges.
By accepting the goods, you agree to be bound by Anixter Inc.'s standard Terms & Conditions of Sale, which are located at https://www.anixter.com/en_us/resources/terms-of-sale.html.

Last Page

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Plat Presentation

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2023-04; Plat Presentation of Clara Stovall Addition by Clara Ellen Stovall

INITIATOR: Building Development
Planning Commission

STAFF INFORMATION SOURCE: Kelly Osburn, Agent for Clara Ellen Stovall

BACKGROUND: Kelly Osburn, agent for Clara Ellen Stovall, will present a plat of Clara Stovall Addition, an addition to the City of Sallisaw, for consideration. The property is located on Ross Road. The intent is to construct a single-family dwelling. The Planning Commission heard the item at their August 1st meeting and recommend approval.

EXHIBITS: 1. PC2023-004 App
2. PC2023-005 Prelim Sub

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the plat of Clara Stoval Addition.

PC2023-004

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for STOALL Addition

Part of SE 1/4 Sect 2 T11N R23E

General Location ROSS ROAD -

Present Use of Property AG

Proposed Use of Property Residential

Record Owner of Property Clara Stovall

If Applicant is other than owner, indicate interest: Purchaser, Lessee, Agent for, _____

_____ other, _____

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

No

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

Signed [Signature] Address PO. Box 1806

Phone 918-725-9322 SALLISAW OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date: 3-23-23

Present Zoning: A-1

Application No.: _____ Requested: R-2

Fee Receipt: _____ P.C. Action: _____

City Action: _____ Date: _____

Ordinance No.: _____

AGENDA ITEM COMMENTARY

Meeting Date: August 14, 2023
Board: Board of City Commissioners
Subject: Rezoning

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2023-05; Rezoning Request From A-1 to R-1 by Clara Ellen Stovall; and, Ordinance No. 2023-07 with Emergency Clause

INITIATOR: Building Development
Planning Commission

STAFF INFORMATION SOURCE: Kelly Osburn, Agent

BACKGROUND: Kelly Osburn, Agent for Ms. Stovall is requesting a rezoning from agriculture (A-1) to residential (R-1). The property is located on Ross Road. The intent is to construct a single-family dwelling. The Planning Commission heard this item at their August 1st meeting and recommended approval.

EXHIBITS:

1. PC2023-005 Application
2. PC2023-005 Pub Map
3. Notice of Hearing - Case No. PC 2023-005
4. 2023.07.Rezoning Request.Clara Ellen Stoval

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval of Planning Commission item PC 2023-05; Rezoning from A-1 to R-1; Ordinance 2023-07.
2. Approval of Emergency Clause.

1
PC2023-005

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District R1

PART of the SE SW of SECT 2 T11N R23E

General Location ROSS ROAD
(Street Address)

Present Use of Property Agriculture

Proposed Use of Property Residential

Record Owner of Property Clara Stovall

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

☒ Agent for, ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? NO

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

Signed [Signature]
Phone 918-775-9322

Address P.O. Box 1404
Spillash

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date 3-23-23

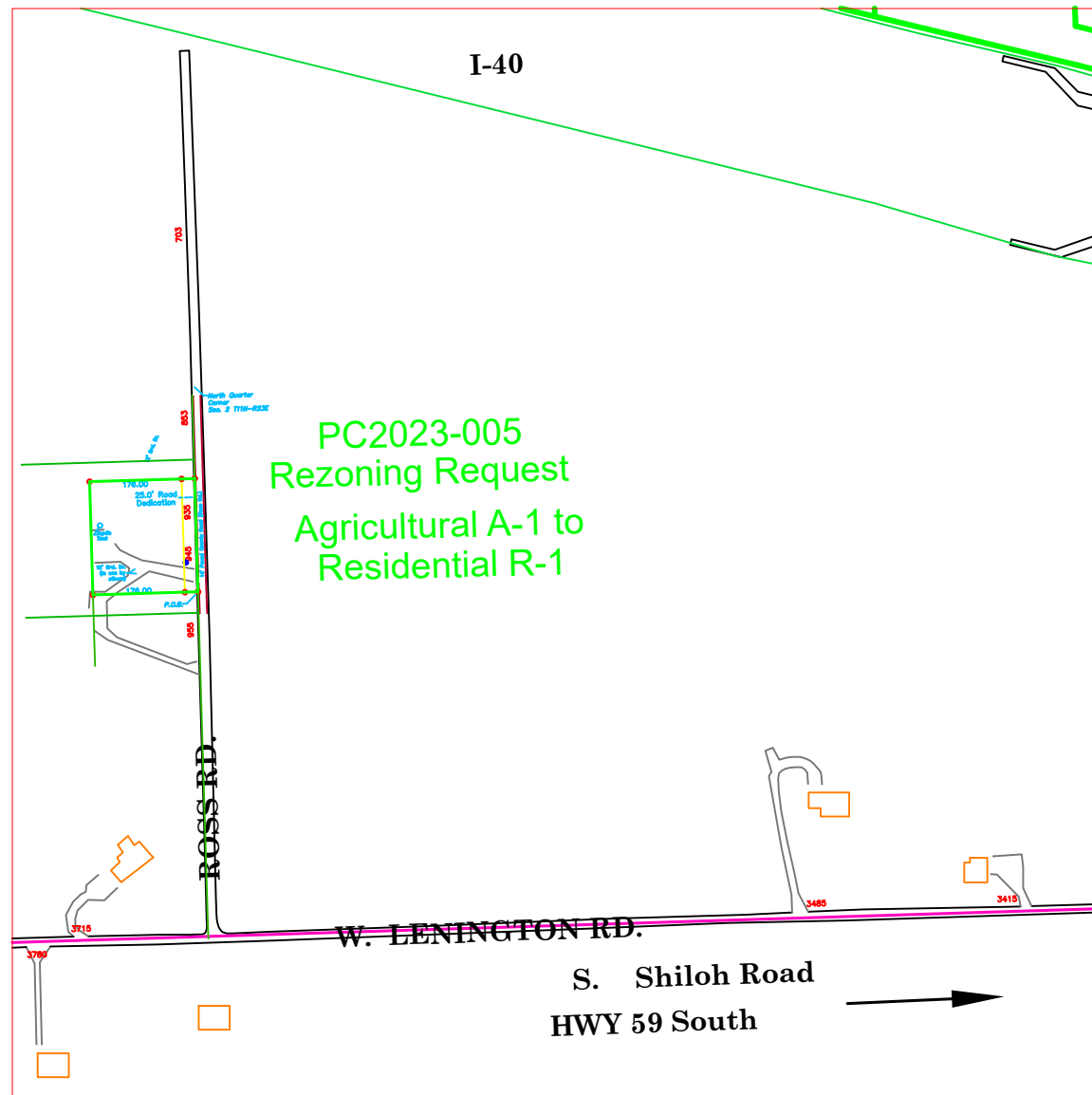
Application No.: PC-2023-005 Requested: Kelly Osburn

Fee Receipt: _____ P.C Recommendation: Approval _____ Denial _____

City Council: _____ Date: _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING **ON APPLICATION FOR REZONING**

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

A 1.00 acre tract, more or less, less public road right of way, and being subject to any easements of record, being situated in part of the E/2 SE/4 SW/4, Section 2, Township 11 North, Range 23 East of the Indian Base and Meridian, Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma P.L.S. #1628 on June 25, 2021. The Basis of Bearing for the described parcel is NORTH-SOUTH along the North-South Quarter Section line of said Section 2, and is more particularly described as:

Commencing at an existing rail road spike for the Southeast corner of said E/2 SE/4 SW/4, thence along the East line thereof North 663.00 feet to a set #3 rebar with cap for the Point of Beginning; thence West 201.00 feet to a set #3 rebar with cap; thence North 216.72 feet to a set #3 rebar with cap; thence East 201.00 feet to a set #3 rebar with cap on the East line of the E/2 SE/4 SW/4; thence along said East line South 216.72 feet to the point of beginning.

has filed with the Sallisaw Planning Commission a written application # **PC 2023-005** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Agricultural District (A-1) to One-Family Residence District (R-1)**.

The undersigned will present said application to the Sallisaw Planning Commission on **August 1, 2023**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 12th day of July, 2023.

By: **Clara Ellen Stovall**
Owner(s)

Or By: **Osburn Land Surveyors, LLC**
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:

**Osburn Land Surveyors, LLC
PO Box 1406
Sallisaw, OK 74955**

ORDINANCE NO. 2023-07

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA:**

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

A 1.00 acre tract, more or less, less public road right of way, and being subject to any easements of record, being situated in part of the E/2 SE/4 SW/4, Section 2, Township 11 North, Range 23 East of the Indian Base and Meridian, Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma P.L.S. #1628 on June 25, 2021. The Basis of Bearing for the described parcel is NORTH-SOUTH along the North-South Quarter Section line of said Section 2, and is more particularly described as: Commencing at an existing rail road spike for the Southeast corner of said E/2 SE/4 SW/4, thence along the East line thereof North 663.00 feet to a set #3 rebar with cap for the Point of Beginning; thence West 201.00 feet to a set #3 rebar with cap; thence North 216.72 feet to a set #3 rebar with cap; thence East 201.00 feet to a set #3 rebar with cap on the East line of the E/2 SE/4 SW/4; thence along said East line South 216.72 feet to the point of beginning;

be and the same is hereby changed from A-1 to R-1 District, which is owned by Clara Ellen Stovall.

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

APPROVED this 14th day of August, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

ADMINISTRATIVE REPORTS

Meeting Date:	August 14, 2023
Board:	Board of City Commissioners
Subject:	

Upcoming Events

August 3-5, Sallisaw Lions Club Rodeo
August 9, GRDA Board of Directors Meeting
September 4, Labor Day Holiday
September 11, BOCC / SMA Regular Meeting
September 12-14, MESO Linemen Rodeo, Bentonville, AR
August 21, Aquatic Facility Bid Opening

City Manager Reports

Staff continues to have discussions with GRDA about the PCA costs passed on to the City.

The City Manager recently attended the MESO Board of Directors retreat in Shawnee. During the retreat, various conversations were had concerning public power in the State of Oklahoma.

The Board also discussed the future of MESO and various programs MESO offers, and programs it will have in the future. Representatives of GRDA and OMPA also attended the meetings.

In the near future, the City Manager will be implementing a weekly field crew activity report.

These reports will be submitted weekly to the City Manager's office. A weekly summary report will then be compiled for all activities of that week. The intent of this is to better track tasks completed by all departments, along with identifying equipment, infrastructure, personnel, or safety issues.

City staff continues to have many discussions with various groups on economic development.

Several key projects have either been announced, or will be in the future. All of these projects will change the landscape of Sallisaw for many years to come.

Exit 308 lights are out due to bad conductor. Materials are on order to repair the lights, and repair will take place as soon as the materials are in. These lights have been an issue for several years now with several repairs being made already. We are only doing a quick fix, since this will all be torn out when the 308 is revamped. Also, we do have a few lights not working at the 311.

The electric crew is trying to figure out the issues with these as well. Even though new, we have had several issues already with the lights.

Brush Pickup: During the recent storm brush pickup, we picked up approximately 123 loads, equivalent to around 101 tons of brush. This was taken to the landfill and will eventually be burned.

City Projects

Highway 59 North. We have received the bulk of materials to complete this project. We have notified our engineer to complete the bid documents and coordinate bidding dates with the City

Clerk. For the project, we will bid the fiber construction as an alternate bid. We are planning to, at minimum, complete all fiber splicing with our telecommunications crews.

Our IT personnel continue to work on replacing outdated IT equipment and also implementing equipment and software to improve security on our computer systems.

During a recent storm, we took a direct hit to our communications tower at the water plant. This caused damage to our radio system. Two radio repeaters had to be replaced. We also suffered damage to the transfer switch of the generator that serves the tower.

Other

10 inch water main break along Walnut Place

