

BOARD OF CITY COMMISSIONERS
SPECIAL MEETING

November 9, 2023

5:00 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. Removal of any Item from the Consent Agenda**
- 4. Consent Agenda**
 - (a) Consider Approval of Regular Minutes of October 9, 2023
 - (b) Acknowledge Invoice Paid Report for October 2023
- 5. Consider any Item Removed from the Consent Agenda**
- 6. Discuss and Consider Approval of Resolution No. 2023-16; A Resolution Authorizing OMAG to Distribute Escrow Account Funds in the Amount of \$300,000.00**
- 7. Discuss and Consider Approval of Amendment No. 1 to Work Order No. 1 of the Master Agreement for Professional Services with Garver, LLC in the Amount of \$39,500.00 for Professional Services Related to the JSV Airfield Lighting Project**
- 8. Discuss and Consider Approval of Items Related to Sanitary Sewer System Improvements Country Club Estates/Fryar Drive**
 - (a) Accept Bids

- (b) Award of Contract to R W & Son Pipeline Construction Inc. of Ft Smith, Arkansas, the Low Bidder, in the Amount of \$204,434.00
- 9. **Discuss and Consider Approval of Resolution 2023-17; *A Resolution Approving Execution of Deed* for Transfer of Real Property to the Sallisaw Municipal Authority**
- 10. **Receive Presentation from Mr. Darren Folwer Concerning the Soccer Fields; Possible Direction to Staff**
- 11. **Discussion and Review of Proposed Ordinance Related to Junk Motor Vehicles; Possible Direction to Staff**
- 12. **Receive Update on Economic Development and Grant Activities**
- 13. **Receive Update on Current and Future Projects**
- 14. **Receive Update on the Financial Status of the City and Activities of the Finance Department**
- 15. **Administrative Reports**
- 16. **Adjourn**

Posted: NOVEMBER 7, 2023

Time: 12:10 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
OCTOBER 9, 2023

The Board of Commissioners met in a regular meeting on October 9, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on October 6, 2023, at 10:00 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, Keith Miller, George Bormann, Jessica Robertson, Ben Spyres, Chris Carter, Clint Smith, John Weber,	City Manager City Attorney City Clerk Director of Finance Building Development Director Economic Development Director Business Support Manager Computer Technician Senior Code Inspector IT Manger Captain
Others present:	Lynn Adams; Taylor Smith; 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 present.

3. Removal of any Item from the Consent Agenda

None.

4. Consent Agenda

a Consider Approval of Regular Minutes of September 11, 2023

b Acknowledge Invoice Paid Report for September 2023.

c Acknowledge Mayor's Appointment of Reece Bush to the Planning Commission for a Three-year Term, Ending September 30, 2026

Motion was made by Peerson, seconded by Mendiola, for approval of the consent agenda.

Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

5. Consider any Item Removed from the Consent Agenda

None.

6. Discuss and Consider Approval of Regular Meeting Dates for Calendar Year 2024

Motion was made by Peerson, seconded by Mendiola, for approval of the calendar year 2024 regular meetings dates. Meetings will be held on the second (2nd) Monday of each month, beginning at 6:00 p.m., with the exception of November's meeting, which will be held on Tuesday, November 12, 2024. Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

7. Discuss and Consider Approval of Resolution 2023-13; A Resolution Adopting the Terms and Conditions of the USDA Rural Development "Community Facilities Grant Agreement" and Authorizing and Directing the Mayor to Sign and Execute

Agreement

Motion was made by Mendiola, seconded by Peerson, for approval of Resolution 2023-13. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

8. Discuss and Consider Approval of Resolution 2023-14, A Resolution Amending The Landfill Rates And Fees Section Of The Master Fee Schedule, Establishing Certain Rates And Fees For The City Of Sallisaw, And Superseding Previous Resolutions

There was discussion regarding the municipal solid waste charge per ton and the minimum charge. As well as the charge for shingles. Motion was made by Bailey, seconded by Mendiola, for approval of Resolution 2023-14 setting the solid waste fee at \$40.00 per ton to include shingles and the minimum charge at \$35.00 for both. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

9. Discuss and Consider Approval of Resolution 2023-15; *A Resolution to Notify the Secretary of the County Election Board of Sequoyah County, Oklahoma to Conduct Election*

Motion was made by Peerson, seconded by Bailey, for approval of Resolution 2023-15. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

10. Discuss and Consider Approval of Staff's Request to Submit a Grant Application to the Federal Aviation Administration for Funding to Construct a New Airport Terminal Building; and Authorize City Manager to Sign Application

George Bormann reviewed item with council. Motion was made by Mendiola, seconded by Peerson, for approval of the request to submit a grant application to the Federal Aviation Administration and authorize the City Manager to sign documents. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

11. Recieve Update From City Staff on Changes Required of Municipal Court Operations Effective November 1, 2023

Jessica Robertson and Keith Skelton updated council on the court operation changes that will be effective November 1, 2023.

12. Review Proposed Ordinance Related to Junk Motor Vehicles; Possible Direction to Staff

Junk motor vehicle ordinance was presented for review. A short discussion was held.
The final draft will be brought back for possible acceptance.

13. Receive Update on Economic Development and Grant Activities

The Economic Development Director gave an update. For informational purposes only.

14. Receive Update on Current and Future Projects

The Building Development Director gave an update. For informational purposes only.

15. Receive Update on the Financial Status of the City and Activities of the Finance Department

The Finance Director gave an update. For informational purposes only.

16. Administrative Reports

The City Manager reminded the Board of the upcoming meetings; November 9th special meeting at 5:00 p.m., the regular November 13th meeting would be canceled. There will be a special meeting on November 30th at 11:00 am. GRDA will be making a presentation.

17. Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting there being no further business. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye.
Motion carried 5-0. The meeting ended at 7:05 p.m.

Approved this 9th day of November 2023.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: November 9, 2023
Board: Board of City Commissioners
Subject: Workers Compensation Escrow

ITEM TITLE: Discuss and Consider Approval of Resolution No. 2023-16; A Resolution Authorizing OMAG to Distribute Escrow Account Funds in the Amount of \$300,000.00

INITIATOR: Finance Director

STAFF INFORMATION SOURCE: Finance Director
City Manager

BACKGROUND: If the City has favorable workers' compensation claim activity, then OMAG deposits a return from the Loss Fund into an Escrow Account for the City. Our current balance is \$586,644.88. These funds can be utilized by the City in any manner. If approved, the plan is to transfer the funds to Fund 92 and utilize the funds for Sanitary Sewer System Improvements and other infrastructure needs.

EXHIBITS: 1. RESOLUTION OMAG
2. 2023 Agg Ded Loss Fund Return Letter - refunding 2020-2021 - City of Sallisaw

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution No. 2023-16 authorizing OMAG to distribute escrow account funds in the amount of \$300,000.00

RESOLUTION NO. 2023-16

**A RESOLUTION AUTHORIZING OMAG TO DISTRIBUTE ESCROW
ACCOUNT FUNDS**

WHEREAS, the City of Sallisaw desires to send a request to OMAG:

Return of Escrow Account Funds in the amount of **\$300,000.00**, or

Apply Escrow Account Funds in the amount of \$0.00 to the Workers' Compensation/Property/GL&Auto (circle one or more of the previous policy types) Policy premium. Please indicate which plan and amount you want to apply the funds.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, that we approve Resolution No. 2023-16 and authorize the request of return.

PASSED AND APPROVED THIS 9TH day of November 2023.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

October 23, 2023

Randy Sizemore
City of Sallisaw
P.O. Box 525
Sallisaw, OK 74955-0525

Re: Return from the 2020-2021 OMAG Workers' Compensation Plan Year

Dear Mr. Sizemore:

CONGRATULATIONS! As a result of favorable workers' compensation claims activity by the **City of Sallisaw**, your municipality is receiving a return from the Loss Fund deposited with the Oklahoma Municipal Assurance Group (OMAG) for the 2020-2021 Workers' Compensation Plan Year. OMAG's Board of Trustees has authorized the return to the of the unused portion of its Fiscal Year 2020-2021 Loss Fund in the amount of **\$87,062.96**. This amount has been transferred to your Escrow Account. Your current Escrow Account balance is **\$586,644.88** and can be used at any time upon your written request accompanied by a copy of the minutes of your governing body authorizing the distribution of the Escrow Account funds.

This year, **\$2.4 million** is being returned to **218** OMAG Workers' Compensation Plan members. In the first **38 years** of the Plan, it has returned over **\$65 million**. We hope you will share this good news with your governing body, staff, citizens and neighboring municipalities.

This return is subject to the condition that upon receipt of the amount stated above, which is a conditional distribution of the whole or part of the Member's Loss Fund paid to OMAG for the 2020-2021 Fiscal Year, the Plan member may be liable for the whole or part of said amount to OMAG for benefits payable under the Oklahoma Workers' Compensation Act, 85 O.S. § 1, *et seq.*, contingent upon notification to OMAG by CompSource Mutual Insurance Company (CompSource) that benefits are due and payable for claims against the Plan member made for the Fiscal Year. Upon notice by CompSource to OMAG as described above, the Plan member shall make payment to OMAG within sixty (60) days from receipt of written notice of the payment due OMAG. In the event the Plan member fails to make payment to OMAG, the Plan member authorizes OMAG to debit the amount due from the Plan Member's Escrow Account.

Congratulations, again! Keep up the good work.

Sincerely,



Tina Kliewer, CISR
Workers' Compensation Program Manager

AGENDA ITEM COMMENTARY

Meeting Date: November 9, 2023
Board: Board of City Commissioners
Subject: Amendment to Work Order #1

ITEM TITLE: Discuss and Consider Approval of Amendment No. 1 to Work Order No. 1 of the Master Agreement for Professional Services with Garver, LLC in the Amount of \$39,500.00 for Professional Services Related to the JSV Airfield Lighting Project

INITIATOR: Garver, LLC

STAFF INFORMATION SOURCE: Garver, LLC

BACKGROUND: This Amendment to Work Order No. 1 is an amendment to the original contract to include the services and fee for the construction phase of the project. The amendment was added to the contract in order to have the City reimbursed from the FAA. The construction phase services in the amendment will increase the contract amount by \$39,500.00. The contact total for all services provided by Garver will be \$98,500.00, of which the city will be reimbursed 90%.

EXHIBITS: 1. Sallisaw, OK WO1 Amendment 1 (18031571) - 2023.10.06

KEY ISSUES: Runway Lighting Project

FUNDING SOURCE: FAA – NPE Funding 90/10 Match

RECOMMENDATION: Approval of amendment no. 1 to work order no. 1.



AMENDMENT TO WORK ORDER NO. 1
City of Sallisaw, Oklahoma
Project No. 18031571

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 November 14, 2022, referred to in the following paragraphs as the "Work Order."

This Amendment adds professional services for the replacement of the existing runway lighting system, guidance signage, and wind cone with segmented circle at the Sallisaw Municipal Airport ("JSV").

SECTION 2 – PAYMENT

The following fee summary table and language is added to Section 2 of the Work Order:

Title I Service	Estimated Fees	Fee Type
Project Administration	\$ 9,500.00	Lump Sum
Subtotal for Title I Service	\$ 9,500.00	
Title II Service	Estimated Fees	Fee Type
Construction Administration	\$ 22,000.00	Lump Sum
On-site Resident Project Representative Services	\$ 59,000.00	Cost Plus Fixed Fee
Materials Testing Services	\$ 8,000.00	Lump Sum
Subtotal for Title II Service	\$ 89,000.00	
Total All Services	\$ 98,500.00	

The lump sum amount to be paid under this Agreement is \$39,500.00. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 191.01% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the Services, plus a fixed fee of \$7,695.65. Estimated cost of these Services, including the fixed fee is \$59,000.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.



EXHIBIT A – SCOPE OF SERVICES

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

EXHIBIT B – FEE SPREADSHEET

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

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

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: October 9, 2023

Attest: _____

Attest: _____



APPENDIX A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the **Airfield Lighting Rehabilitation (CPS)** at the **Sallisaw Municipal Airport (JSV)**.

- Grant Administration
- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services

A.1 Grant Administration

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

Additionally, Garver will coordinate for an Independent Fee Estimate for professional service fees.

Following completion of the project, Garver will complete grant closeout packets in accordance with FAA and 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 DBE Compliance

Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

A.2.11 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.2.12 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.2.13 FAA Flight Inspection

Garver will coordinate with OAC for an FAA flight inspection of the new NAVAID systems. Garver's project manager and RPR will be on site and coordinate for the Contractor to be on site to observe the inspection and to make system adjustments, if required.

A.2.14 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

Garver will provide full-time Resident Project Representative (RPR) services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 50 hours per week during the construction contract performance time for the RPR. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

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 Materials Testing Services

Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

A.5 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, FAA, and OAC.
 - a. Three hard copies to the Contractor
 - b. One copy to the FAA and OAC State Agency
2. Approved submittals to the Contractor.
3. Record Plans and Specifications to the Owner, FAA, and OAC.
 - a. One hard copy to the Owner.
4. Other electronic files as requested.

A.6 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. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Deliverables beyond those listed herein.
4. Engineering, architectural, or other professional services beyond those listed herein.



5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). A SWPPP is not anticipated to be needed.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Litigation or mediation services.

A.7 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



Appendix B
City of Sallisaw, OK
Airfield Lighting Rehabilitation (CPS)
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 41.79	RS-1	\$ 33.41
E-2	\$ 48.51	RS-2	\$ 46.34
E-3	\$ 58.67	RS-3	\$ 65.73
E-4	\$ 68.60	RS-4	\$ 86.20
E-5	\$ 83.68	RS-5	\$ 107.75
E-6	\$ 102.85	RS-6	\$ 132.54
E-7	\$ 139.22	RS-7	\$ 150.85
Planners		Environmental Specialists	
P-1	\$ 50.31	ES-1	\$ 33.41
P-2	\$ 63.25	ES-2	\$ 44.18
P-3	\$ 78.63	ES-3	\$ 53.88
P-4	\$ 87.89	ES-4	\$ 66.81
P-5	\$ 101.60	ES-5	\$ 84.05
Designers		ES-6	\$ 102.37
D-1	\$ 39.01	ES-7	\$ 131.46
D-2	\$ 45.57	ES-8	\$ 148.70
D-3	\$ 54.39	Project Controls	
D-4	\$ 63.25	PC-1	\$ 34.48
Technicians		PC-2	\$ 47.41
T-1	\$ 30.48	PC-3	\$ 60.34
T-2	\$ 38.60	PC-4	\$ 77.58
T-3	\$ 47.08	PC-5	\$ 94.82
T-4	\$ 59.27	PC-6	\$ 116.37
Surveyors		PC-7	\$ 149.78
S-1	\$ 18.76	Administration / Management	
S-2	\$ 24.68	AM-1	\$ 23.94
S-3	\$ 33.21	AM-2	\$ 32.50
S-4	\$ 47.70	AM-3	\$ 45.27
S-5	\$ 63.25	AM-4	\$ 57.75
S-6	\$ 71.95	AM-5	\$ 70.80
2-Man Crew (Survey)	\$ 72.37	AM-6	\$ 87.61
3-Man Crew (Survey)	\$ 91.13	AM-7	\$ 105.47
2-Man Crew (GPS Survey)	\$ -	M-1	\$ 168.36
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		

Appendix B

City of Sallisaw, OK Airfield Lighting Rehabilitation (CPS)

FEE SUMMARY

Title I Service	Estimated Fees	Fee Type
Project Administration	\$ 9,500.00	Lump Sum
Subtotal for Title I Service	\$ 9,500.00	
Title II Service	Estimated Fees	Fee Type
Construction Administration	\$ 22,000.00	Lump Sum
On-site Resident Project		
Representative Services	\$ 59,000.00	Cost Plus Fixed Fee
Materials Testing Services	\$ 8,000.00	Lump Sum
Subtotal for Title II Service	\$ 89,000.00	
Total All Services	\$ 98,500.00	

Appendix B**City of Sallisaw, OK
Airfield Lighting Rehabilitation (CPS)****Grant Administration**

WORK TASK DESCRIPTION	E-5	E-3	E-1	C-2	AM-2
	hr	hr	hr	hr	hr
1. Grant Administration					
Contract Administration	3				2
Draft and Submit FAA Grant Application	2				4
Draft and Submit OAA Grant Application	2				4
Develop Monthly Reimbursement Packages (3 estimated)		2			4
Quarterly Performance Reports		2			3
Subtotal - Grant Administration	7	4			17
2. Grant Closeout					
Closeout Report		3	3		4
Record Drawings		2	5	4	
FAA Closeout Documentation		2			4
OAC Closeout Documentation		2			4
Subtotal - Grant Closeout		9	8	4	12

Hours	7	13	8	4	29
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SUBTOTAL - SALARIES:	\$2,814.73
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$5,376.42
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$69.72
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$69.72
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SUBTOTAL:	\$8,260.87
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$1,239.13
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TOTAL FEE:	\$9,500.00
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Appendix B**City of Sallisaw, OK
Airfield Lighting Rehabilitation (CPS)****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		3
Prepare and Distribute Notice to Procure					
Prepare and Distribute Notice To Proceed					1
Prepare for Preconstruction Meeting	1				1
Develop Construction Management Plan	2		2		
Attend Preconstruction Meeting (2 people, on-site/virtual)	6			4	
Prepare and Distribute Preconstruction meeting minutes	1				1
Prepare Contractor Pay Application (3 applications)			3		3
Develop Submittal Log					
Prepare Change Orders			2		2
Response to Contractor and RPR Inquiries		2	6		
Certified Payroll Reviews		2			6
DBE Compliance					3
Prepare for and Attend (On-Site/Virtual) Progress Meetings (1 person, 2 meetings)		1			1
Site Visits (2 visits, 1 person: 5 hour travel + 6 hours on site)	6				
Shop Drawings/Submittal Review & Responses	10				
Material Testing Coordination			5		
QA Test Results Review	2		3		
FAA Flight Inspection Coordination	1		1		1
FAA Flight Inspection	1		1		
Final Inspection and Punchlist	3		1	2	1
Punchlist Coordination	3		1	2	1
Final Walkthrough	2			2	
Subtotal - Engineering Administration	38	5	26	10	24

Hours	38	5	26	10	24
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SUBTOTAL - SALARIES:	\$5,813.33
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$11,104.04
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DIRECT NON-LABOR EXPENSES

Appendix B

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$163.06
Office Supplies/Equipment	\$50.00
Travel Costs	\$1,800.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,213.06
SUBTOTAL:	\$19,130.43
PROFESSIONAL FEE	\$2,869.56
TOTAL FEE:	\$22,000.00

Appendix B

City of Sallisaw, OK Airfield Lighting Rehabilitation (CPS)

On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	E-5	E-3	E-1	C-2
	hr	hr	hr	hr
1. Civil Engineering				
Review IFC Plans and Specifications				4
Resident Project Representative Services (8.5 weeks @ 40 hr/Week)				340
Subtotal - Civil Engineering	0	0	0	344

Hours	0	0	0	344
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SUBTOTAL - SALARIES:	\$16,291.84
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$31,119.04
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$150.00
Postage/Freight/Courier	\$34.77
Office Supplies/Equipment	\$100.00
Travel Costs	\$3,608.69

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,893.46
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SUBTOTAL:	\$51,304.34
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$7,695.65
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TOTAL FEE:	\$59,000.00
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Appendix B**City of Sallisaw, OK
Airfield Lighting Rehabilitation (CPS)****Materials Testing Services**

WORK TASK DESCRIPTION	E-5	E-3	E-1	C-2	AM-2
	hr	hr	hr	hr	hr
1. Civil Engineering					
Subtotal - Civil Engineering	0	0	0	0	0

Hours	0	0	0	0	0
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SUBTOTAL - SALARIES:	\$0.00
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$0.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$0.00
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SUBTOTAL:	\$0.00
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SUBCONSULTANTS FEE:	\$8,000.00
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TOTAL FEE:	\$8,000.00
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AGENDA ITEM COMMENTARY

Meeting Date: November 9, 2023
Board: Board of City Commissioners
Subject: Sanitary Sewer Improvements

ITEM TITLE: Discuss and Consider Approval of Items Related to Sanitary Sewer System Improvements Country Club Estates/Fryar Drive

INITIATOR: City Manager
Building Development Director
Water/Sewer Superintendent

STAFF INFORMATION SOURCE: Neel, Harvell, and Associates, PC

BACKGROUND: Bids were opened for this project on October 17, 2023. Five bids were received. Bids were turned over to the engineer for review and recommendation.

Bids Received:

- R W & Son Pipeline Construction, Inc. - \$204,434.00
- Tri-Star Utilities, Inc. - \$346,100.00
- Rockin L Dozer & Land Management - \$403,275.00
- Bolding Construction - \$359,370.00
- Bennett Inc - \$355,125.00

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: 092-704-57701 Sewer Line Improvements (\$347,000.00 budget amount)

RECOMMENDATION: A. Acceptance of bids.
B. Approval of Award of Contract to RW & Son Pipeline Construction, Inc. in the amount of \$204,434.00

Bid Opening: October 17, 2023
Place: City Hall @ 10:00 am
3rd Floor Conference Room
Job No# 22-6833

Bid Tab Summary
City of Sallisaw - Sanitary Sewer System Improvements
Fryar Drive
Sallisaw, Oklahoma

Item	Quantity	Description	Engineer's Estimate		RW & Son Pipeline Construction, Inc.		Tri-Star Utilities, Inc.		Rocking L Dozer & Land Management	
			\$	\$	\$	\$	\$	\$	\$	\$
1	LS	Trenching and Excavation Safety System		\$ 3,500.00	\$	\$ 8,500.00	\$	\$ 5,000.00	\$	\$ 10,000.00
2	LS	Mobilization, Bonds and Insurance		\$ 4,500.00	\$	\$ 21,702.00	\$	\$ 40,000.00		\$ 10,000.00
3	LS	Traffic Control		\$ 1,500.00	\$	\$ 3,500.00	\$	\$ 5,000.00		\$ 5,000.00
4	1,100 LF	8" PVC Sewer Pipe (SDR 35)	\$ 45.00	\$ 49,500.00	\$ 38.00	\$ 41,800.00	\$ 112.00	\$ 123,200.00	\$ 100.00	\$ 110,000.00
5	150 LF	4" PVC Service Line (Sch 40)	\$ 20.00	\$ 3,000.00	\$ 22.00	\$ 3,300.00	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00
6	650 LF	Trenching 0' - 6'	\$ 8.00	\$ 5,200.00	\$ 9.00	\$ 5,850.00	\$ 10.00	\$ 6,500.00	\$ 50.00	\$ 32,500.00
7	450 LF	Trenching 0' - 8'	\$ 10.00	\$ 4,500.00	\$ 14.00	\$ 6,300.00	\$ 15.00	\$ 6,750.00	\$ 75.00	\$ 33,750.00
8	2 EA	Manholes 0' - 6'	\$ 2,500.00	\$ 5,000.00	\$ 4,200.00	\$ 8,400.00	\$ 6,500.00	\$ 13,000.00	\$ 5,000.00	\$ 10,000.00
9	5 EA	Manholes 0' - 8'	\$ 3,500.00	\$ 17,500.00	\$ 4,800.00	\$ 24,000.00	\$ 7,000.00	\$ 35,000.00	\$ 5,500.00	\$ 27,500.00
10	165 CY	Gravel Subgrade	\$ 60.00	\$ 9,900.00	\$ 85.00	\$ 14,025.00	\$ 120.00	\$ 19,800.00	\$ 75.00	\$ 12,375.00
11	15 EA	8" x 4" Wye	\$ 300.00	\$ 4,500.00	\$ 425.00	\$ 6,375.00	\$ 1,000.00	\$ 15,000.00	\$ 1,500.00	\$ 22,500.00
12	58 SY	Cut & Replace Asphalt Surfaces	\$ 350.00	\$ 20,300.00	\$ 325.00	\$ 18,850.00	\$ 150.00	\$ 8,700.00	\$ 250.00	\$ 14,500.00
13	32 CY	Gravel Bedding / Street & Driveway Cuts	\$ 60.00	\$ 1,920.00	\$ 96.00	\$ 3,072.00	\$ 100.00	\$ 3,200.00	\$ 100.00	\$ 3,200.00
14	15 CY	Cut & Replace Concrete Surfaces	\$ 250.00	\$ 3,750.00	\$ 225.00	\$ 3,375.00	\$ 550.00	\$ 8,250.00	\$ 1,000.00	\$ 15,000.00
15	7 EA	Vacuum Test Manholes	\$ 300.00	\$ 2,100.00	\$ 275.00	\$ 1,925.00	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00
16	6 EA	Removal & Disposal of Existing Manholes	\$ 300.00	\$ 1,800.00	\$ 400.00	\$ 2,400.00	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00
17	3,850 SF	Sod & Watering	\$ 1.40	\$ 5,390.00	\$ 2.60	\$ 10,010.00	\$ 7.00	\$ 26,950.00	\$ 15.00	\$ 57,750.00
18	LS	Bypass Pumping / Service Line Location		\$ 2,500.00		\$ 12,500.00		\$ 1,000.00		\$ 10,000.00
19	3 EA	Tie Over of Existing Sewer System w/ Fernco & Fittings	\$ 500.00	\$ 1,500.00	\$ 2,850.00	\$ 8,550.00	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00
		Total Construction Cost	\$ 147,860.00		\$ 204,434.00		\$ 346,100.00		\$ 403,275.00	

Bid Opening: October 17, 2023
Place: City Hall @ 10:00 am
3rd Floor Conference Room
Job No# 22-6833

Bid Tab Summary
City of Sallisaw - Sanitary Sewer System Improvements
Fryar Drive
Sallisaw, Oklahoma

Item	Quantity	Description	Engineer's Estimate		Bennett, Inc.		Bolding Construction, LLC	
1	LS	Trenching and Excavation Safety System	\$	\$ 3,500.00	\$	\$ 10,000.00	\$	\$ 10,000.00
2	LS	Mobilization, Bonds and Insurance	\$	\$ 4,500.00	\$	\$ 40,000.00	\$	\$ 10,000.00
3	LS	Traffic Control	\$	\$ 1,500.00	\$	\$ 10,000.00	\$	\$ 5,000.00
4	1,100LF	8" PVC Sewer Pipe (SDR 35)	\$ 45.00	\$ 49,500.00	\$ 25.00	\$ 27,500.00	\$ 150.00	\$ 165,000.00
5	150 LF	4" PVC Service Line (Sch 40)	\$ 20.00	\$ 3,000.00	\$ 75.00	\$ 11,250.00	\$ 40.00	\$ 6,000.00
6	650 LF	Trenching 0' - 6'	\$ 8.00	\$ 5,200.00	\$ 100.00	\$ 65,000.00	\$ 20.00	\$ 13,000.00
7	450 LF	Trenching 0' - 8'	\$ 10.00	\$ 4,500.00	\$ 120.00	\$ 54,000.00	\$ 25.00	\$ 11,250.00
8	2 EA	Manholes 0' - 6'	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 8,000.00	\$ 16,000.00
9	5 EA	Manholes 0' - 8'	\$ 3,500.00	\$ 17,500.00	\$ 6,000.00	\$ 30,000.00	\$ 8,500.00	\$ 42,500.00
10	165 CY	Gravel Subgrade	\$ 60.00	\$ 9,900.00	\$ 75.00	\$ 12,375.00	\$ 30.00	\$ 4,950.00
11	15 EA	8" x 4" Wye	\$ 300.00	\$ 4,500.00	\$ 1,000.00	\$ 15,000.00	\$ 700.00	\$ 10,500.00
12	58 SY	Cut & Replace Asphalt Surfaces	\$ 350.00	\$ 20,300.00	\$ 300.00	\$ 17,400.00	\$ 100.00	\$ 5,800.00
13	32 CY	Gravel Bedding / Street & Driveway Cuts	\$ 60.00	\$ 1,920.00	\$ 75.00	\$ 2,400.00	\$ 35.00	\$ 1,120.00
14	15 CY	Cut & Replace Concrete Surfaces	\$ 250.00	\$ 3,750.00	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00
15	7 EA	Vacuum Test Manholes	\$ 300.00	\$ 2,100.00	\$ 200.00	\$ 1,400.00	\$ 500.00	\$ 3,500.00
16	6 EA	Removal & Disposal of Existing Manholes	\$ 300.00	\$ 1,800.00	\$ 1,500.00	\$ 9,000.00	\$ 500.00	\$ 3,000.00
17	3,850 SF	Sod & Watering	\$ 1.40	\$ 5,390.00	\$ 3.00	\$ 11,550.00	\$ 10.00	\$ 38,500.00
18	LS	Bypass Pumping / Service Line Location		\$ 2,500.00		\$ 20,000.00		\$ 5,000.00
19	3 EA	Tie Over of Existing Sewer System w/ Fernco & Fittings	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00
		Total Construction Cost	\$ 147,860.00		\$ 355,125.00		\$ 359,370.00	

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak

SALLISAW, OKLAHOMA 74955

(918)775-7731

harveng@diamondnet.us

October 23, 2023

Keith Skelton, City Manager
City of Sallisaw
P.O. Box 525
Sallisaw, Oklahoma 74955

RE: City of Sallisaw
Sanitary Sewer System Improvements
Country Club Estates / Fryar Drive
Job No. 22-6833

Mr. Skelton,

The bid proposals which were opened on October 17, 2023 have been reviewed for consideration for this project. The apparent low bidder for this project is as follows:

Original Bid Amount

RW & Son Pipeline Construction Inc.
Fort Smith, Arkansas

\$ 204,434.00

The Proposal, Bid Bond, and Affidavits were found to be in order. The Statutory Bond, Performance Bond and Proof of Insurance will be completed after the contract is awarded. At this time we would recommend that the apparent low bidder, **RW & Son Pipeline Construction, Inc.** be selected for this project, based on the acceptance of the appropriate bonds.

If you have any question concerning this letter, please feel free to contact me at the number above.

Sincerely,



J. Scott Neel
Project Manager
JSN/sh

AGENDA ITEM COMMENTARY

Meeting Date: November 9, 2023
Board: Board of City Commissioners
Subject: Transfer of Property

ITEM TITLE: Discuss and Consider Approval of Resolution 2023-17; *A Resolution Approving Execution of Deed* for Transfer of Real Property to the Sallisaw Municipal Authority

INITIATOR: City Manager
City Attorney

STAFF INFORMATION SOURCE: City Manager
City Attorney

BACKGROUND: This item transfers a small part of property owned by the City to the Sallisaw Municipal Authority. This property is located just north of the old chamber building across the railroad tracks (parking lot).

EXHIBITS: 1. City.Resolution.23.17.formerly MPRR property
2. City.WD to SMA.2023.formerly MPRR property

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Approval of Resolution 2023-17.

RESOLUTION 2023-17

A RESOLUTION APPROVING EXECUTION OF DEED

WHEREAS, the Sallisaw Municipal Authority was created on March 24, 1988, as supplemented, to provide and supply among other things physical facilities, improvements and services on behalf of the citizens of the City of Sallisaw and to promote the development of industrial, commercial and mercantile establishments and cultural and educational activities within and without the territorial limits of the City of Sallisaw; and

WHEREAS, the City of Sallisaw acquired the property herein through abandonment by the Missouri Pacific Railroad Company and has never used the same; and

WHEREAS, it is beneficial for the City of Sallisaw to transfer ownership of certain real property to Sallisaw Municipal Authority.

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

It is hereby declared to be necessary and beneficial to inhabitants of the City that the City deed the following property to the Sallisaw Municipal Authority, to-wit:

A parcel of land, being a part of the abandoned Railroad Station grounds lying East of Highway 59, West of Shelby Amos Estates and North of a 50.00 foot railroad right of way all in Lot 2 of Section 5, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on October 9, 2023. The basis of bearing for the described parcel is N88°05'28"E along the North line of the NE/4 of said Section 5 and is more particularly described as: Commencing at the NW corner of said Lot 2; thence along the West line thereof S01°54'57"E 816.58 feet to the North right of way line of the Missouri-Pacific Railroad; thence along said right of way N84°09'28"E 365.39 feet to the point of beginning, said point being on the NEW Easterly Highway 59 right of way; thence along said New right of way N39°28'34"E 41.81 feet; thence continuing along said New right of way N06°41'26"W 70.61 feet; thence N84°09'28"E 48.98 feet to the East line of said abandoned Railroad Station grounds, also being the West line of Shelby Amos Estates; thence along said East line S05°52'26"E 100.00 feet to the North right of way of the Missouri-Pacific Railroad; thence along said right of way S84°09'28"W 77.72 feet to the point of beginning, less right of ways for street and utilities across the North 50 feet of the above described land.

It is further declared that the Mayor is authorized and directed to execute such deed and the City Clerk to attest the same.

It is further declared that 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 resolution shall be in full force and effect from and after its adoption, passage and approval.

ADOPTED THIS 9th day of November, 2023, at a special meeting of the governing body,
in compliance with the Open Meeting Act of the State of Oklahoma.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

WARRANTY DEED
Statutory Form

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Sallisaw, a municipal corporation, of Sallisaw, Sequoyah County, State of Oklahoma, party of the first part, in consideration of the sum of TEN AND NO/100'S DOLLARS in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto Sallisaw Municipal Authority, a public trust, 115 E. Choctaw, Sallisaw, Sequoyah County, Oklahoma, party of the second part, the following described real property and premises situate in Sequoyah County, State of Oklahoma, to-wit:

A parcel of land, being a part of the abandoned Railroad Station grounds lying East of Highway 59, West of Shelby Amos Estates and North of a 50.00 foot railroad right of way all in Lot 2 of Section 5, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on October 9, 2023. The basis of bearing for the described parcel is N88°05'28"E along the North line of the NE/4 of said Section 5 and is more particularly described as: Commencing at the NW corner of said Lot 2; thence along the West line thereof S01°54'57"E 816.58 feet to the North right of way line of the Missouri-Pacific Railroad; thence along said right of way N84°09'28"E 365.39 feet to the point of beginning, said point being on the NEW Easterly Highway 59 right of way; thence along said New right of way N39°28'34"E 41.81 feet; thence continuing along said New right of way N06°41'26"W 70.61 feet; thence N84°09'28"E 48.98 feet to the East line of said abandoned Railroad Station grounds, also being the West line of Shelby Amos Estates; thence along said East line S05°52'26"E 100.00 feet to the North right of way of the Missouri-Pacific Railroad; thence along said right of way S84°09'28"W 77.72 feet to the point of beginning, less right of ways for street and utilities across the North 50 feet of the above described land;

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

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

SIGNED AND DELIVERED this 9th day of November, 2023.

CITY OF SALLISAW, A Municipal Corporation

By: _____
ERNIE MARTENS, Mayor

Attest:

KIM JAMISON, City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF SEQUOYAH)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 9th day of November, 2023, by Ernie Martens, Mayor, on behalf of the City of Sallisaw, Oklahoma.

(S E A L)

Notary Public
Commission Expires: _____
Commission Number: _____

AGENDA ITEM COMMENTARY

Meeting Date: November 9, 2023
Board: Board of City Commissioners
Subject: Ordinance Junk Motor Vehicles

ITEM TITLE: Discussion and Review of Proposed Ordinance Related to Junk Motor Vehicles; Possible Direction to Staff

INITIATOR: City Manager
Building Development Director

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: Staff is proposing changes to ordinances dealing with junk motor vehicles. The attached ordinance (Version 2) is for review only, and possible comments from the Board of City Commissioners. Once finalized, the ordinance will be brought back in for formal adoption.

EXHIBITS: 1. 2023...Junk Motor Vehicles v2

KEY ISSUES:

- Once notice is given regarding a junk motor vehicle, the person shall have 21 days to remove the vehicle, or store the vehicle as prescribed in the ordinance. The timeframe may be extended due to a noticeable hardship.
- Junk vehicles must be stored in an enclosed building.
- If the junk motor vehicle is not removed, code enforcement shall notify the police department to remove the vehicle per the impoundment procedures of the police department.
- An owner may retake possession by obtaining a release from the police department and upon paying all towing and storage fees due to the wrecker service.
- If the vehicle is unclaimed, the wrecker service may dispose of the vehicle in accordance with state law.
- State law reference: Title 50, Nuisances.

FUNDING SOURCE: NA

RECOMMENDATION: Review the proposed ordinance and provide guidance to staff.

ORDINANCE NO. 2023-_____

AN ORDINANCE REPEALING CHAPTER 94, ARTICLE VIII, JUNK MOTOR VEHICLES, IN ITS ENTIRETY, AND ENACTING AND SUBSTITUTING THEREFORE THE FOLLOWING NEW SECTIONS 94-400, 94-401, 94-402, 94-403, 94-404, ~~AND 94-405, 94-406, AND 94-407,~~ TO THE CITY OF SALLISAW CODE OF ORDINANCES, CHAPTER 94, ARTICLE VIII, JUNK MOTOR VEHICLES, WITHIN THE CITY OF SALLISAW AND DECLARING AN EMERGENCY

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

SECTION 1.

Chapter 94, Article VIII, Junk Motor Vehicles of the Sallisaw Code of Ordinances be repealed in its entirety, and the following new Chapter 94, Article VIII, Junk Motor Vehicles of the Sallisaw Code of Ordinances be established by enacting the following sections, to-wit:

CHAPTER 94
ARTICLE VIII. JUNK MOTOR VEHICLES.

Section 94-400. Definitions relating to abandoned or junked vehicles:

As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

"Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

"Private property" means any real property within the corporate limits of the city which is not public property as described herein.

"Public property" means any property owned or controlled by the city, the county, the state, or any public entity thereof, or the United States Government within the city limits, and shall include all streets and highways.

"Vehicle" means any machine propelled by other than human muscle and shall include without limitation any automobile, truck, commercial truck, trailer, ~~or motorcycle,~~ tractors, go-carts, golf carts, recreational vehicles, buses, campers, boats or other watercraft, or other self-propelled farm or construction equipment.

~~"Dismantled, junked, abandoned, unserviceable, or inoperable vehicle" shall be deemed to include the major parts thereof including bodies, engine transmissions, frames and rear ends, or any vehicle which does not have current and valid license tags.~~

“Junk Vehicle” shall be deemed to mean any vehicle, as defined in this article, which is any of the following: wrecked, dismantled, partially dismantled, inoperative, deteriorated, decayed, lacks necessary repairs or maintenance, abandoned, bearing no state license plate or bearing a state license plate that is more than three (3) months out of date, discarded, or stored or parked outside of an enclosed building on the premises of a motor repair facility for a period of more than thirty (30) days.

Section 94-401. Keeping vehicles:

It is unlawful and an offense for any person to deposit, store, keep or permit to be deposited, stored or kept upon public or private property, in the open, a Junk Vehicle, dismantled, unserviceable, junked or abandoned vehicle or any vehicle legally or physically incapable of being operated, for a period exceeding twenty one (21) fourteen (14) days, unless such vehicle is completely enclosed within a building, or stored in connection with a business lawfully established pursuant to the zoning ordinances of the city, or stored on property lawfully designated under the zoning ordinances of the city as a place where such vehicles may be stored.

Section 94-402. Accumulation a nuisance:

The accumulation or storage of one or more vehicles as described in Section 94-401 of this chapter shall constitute a nuisance detrimental to the health, safety, and welfare of the inhabitants of the city. It is the duty of the owner or person in control of such vehicle, or the owner of the private property, lessee or person in possession or control of the property upon which such vehicle is located to cause to be removed or remove the vehicle from such property, or have the vehicle housed in a building where it will not be visible from the street or other private property. Such removal or enclosure shall be made within three weeks after notice, as set out in Section 94-403 of this chapter, has been given to the owner or person in control of the vehicle or the owner, lessee, or person in control of the property upon which such vehicle is located. The three (3) week time limit may be extended by the code enforcement official in the case of obvious hardship.

Section 94-403. Notice:

- 1) The code enforcement official, upon complaint of any citizen or on his or her own determination, shall cause notice to be posted on such Junk Vehicle abandoned, junked, unserviceable, or dismantled vehicle, that the vehicle is a nuisance and shall be removed within twenty-one (21) days, three (3) weeks. When such Junk Vehicle abandoned, junked, unserviceable, or dismantled vehicle is located upon private property, notice shall also be provided in writing to the property owner as shown by the most current tax roll of the county treasurer, as well as any lessee or occupant(s) as shown by the current utility records of the city.
- 2) Request for Hearing. At any time within ten (10) days from the date of the notice, the owner may request, in writing to the City Manager or his designee, a public hearing before the city council for the purpose of contesting the determination that a nuisance exists upon his property. This hearing shall be scheduled for the next regularly scheduled meeting, provided that the time for posting the meeting agenda has not passed.

Section 94-404. Removal:

Upon any failure of the owner or person in control of the vehicle or the owner, lessee, or person in control of the property upon which the vehicle may be located, to remove the vehicle or place it in an enclosed building within 21 days ~~three weeks~~ after notice has been placed on the vehicle and provided in the preceding section, code enforcement official shall notify, in writing, the police department of the city which shall promptly cause the vehicle to be removed and impounded in accordance with the police department's impound procedures. The wrecker service where the vehicle is impounded shall cause notification of the vehicle owner and lien holder of its impoundment as provided by state law. (State law reference -Nuisances Title 50 O.S. § 15)

~~(State law reference -Nuisances 50 O.S. §15)~~

Section 94-405. Regaining possession:

The owner or person in control of any vehicle or vehicles so removed may regain possession thereof by obtaining an impound release from the police department in accordance with the police department's impound procedures. All costs owing for impound towing and storage fees shall be paid to the wrecker service where the vehicle is impounded. Should the vehicle go unclaimed, the wrecker service shall dispose of such in accordance with state law.

~~Section 94-406. Appeals:~~

~~An appeal of any dismantled, unserviceable, inoperable, junked or abandoned vehicle public nuisance determination may be made to the City Manager of the City of Sallisaw, or his designee, by filing a written notice with the City Clerk, City of Sallisaw, 115 East Choctaw, Sallisaw, Oklahoma, 74955, within seven (7) days from the date notice was affixed to the vehicle and as given in accordance with Section 94-402. Said written appeal shall stay enforcement of any action. As soon as thereafter possible, and upon not less than ten (10) days' notice to the appealing party, the City Manager, or his designee, shall consider this matter in its entirety.~~

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 hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this day o f, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

ADMINISTRATIVE REPORTS

Meeting Date:	November 9, 2023
Board:	Board of City Commissioners
Subject:	

Upcoming Events

November 9, 2023: Special Council Meeting, 5:00 pm

November 13, 2023: Regular Council Meeting has been canceled.

November 16, 2023: Christmas Tree Lighting

November 23, 24, 2023: Thanksgiving Holiday

November 30, 2023: 11:00 am - Special SMA Meeting with GRDA Representatives

December 25/26, 2023: Christmas Holiday

January 1, 2024: New Years Holiday

Current Open Positions:

Meter Reader (2)

Equipment Operator III -Street (2)

Police Officer (1)

City Manager Reports

What we are watching: The U.S. Labor Department (DOL) has published proposed overtime regulations. The rules state that most employees earning less than \$55,068 per year would be entitled to overtime compensation, regardless of whether they are currently classified as executive, administrative, or professional (white-collar) workers.

Staff continues to work on modifications to the pool project. We expect to issue bids again in December or January.

We have started clerical and field work to complete the lead water service line inventory required by OKDEQ.

Finance Reports

City Projects

Other