BOARD OF CITY COMMISSIONERS
REGULAR MEETING

December 11, 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. **Removal of any Item from the Consent Agenda**

4. **Consent Agenda**

    (a) Consider Approval of Special Meeting of November 9, 2023, and November 30, 2023

    (b) Acknowledge Invoice Paid Report for November 2023

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

6. **Recognize Lance Montgomery for His Efforts in Putting on The Red Arts Festival in Sallisaw on November 4, 2023**

7. **Discuss and Consider Approval of Resolution 2023-18; *Execution of Deed* for Surplus City Property; General Location 109 N. Ash**

8. **Discuss and Acknowledge Correction to the Amount Owed Which Should Have Been $98,500.00, for Amendment No. 1 to Work Order No. 1 of the Master Agreement for Professional Services with Garver, LLC Approved on November 9, 2023, for the JSV Airfield Lighting Project**

9. **Discuss and Consider Approval of Purchase Order No. 99938, Issued to**

GraybaR of Maryland Heights, MO, In the Amount of $27,212.24 for the Purchase of Telecommunications Overhead Line Material Needed For Service to Future Residential Subdivisions and South Cedar Development

10. **Discuss and Consider Approval of Ordinance No. 2023-08;** ***An Ordinance Amending Chapter 66, Article V, Section 66-131 to the Sallisaw Code of Ordinances, Repealing Section 66-131 in its Entirety, and Adopting and Enacting the Following New Section 66-131 to the City of Sallisaw Code of Ordinances, and Declaring an Emergency***

11. **Discussion and Review of Proposed Ordinance Related to Junk Motor Vehicles; Possible Direction to Staff**

12. **Discuss and Consider Approval of Staff's Request to Invest the Sallisaw Reserve Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest**

13. **Discuss and Consider Approval of Staff's Request to Invest the Cemetery Fund Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest**

14. **Receive Update on Economic Development and Grant Activities**

15. **Receive Update on Current and Future Projects**

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

17. **Administrative Reports**

18. **Adjourn**

Posted: **DEMEMBER 8, 2023**
Time: **11:30 A.M.**

KIM JAMISON

MINUTES

BOARD OF CITY COMMISSIONERS

SPECIAL MEETING

NOVEMBER 9, 2023

The Board of Commissioners met in a special meeting on November 9, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXMX; by posting at city hall on November 7, 2023, at 12:10 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Mayor
	Ronnie Lowe,	Member,Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3
	Kristin Peerson,	Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton,	City Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	City Clerk
	Robin Haggard,	Director of Finance
	Kayle Griffin,	Chief Accountant
	Keith Miller,	Building Development Director
	George Bormann,	Economic Development Director
	Christian Sizemore,	Network Manager
	Clint Smith,	Network Director
	Blakely Smith,	Superintendent - Electric
Others present:	Lynn Adams; Lenora Skelton; Deidri Allen; Edgar O. Rodriquez; Alan Alvarez; AJ Hilgendorf; Jennifer Taylor; Jacqueline Watson; Daren Fowler; Kenny Oren; Sammy Matthews; John Matthews; Others Unidentified.	

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. Removal of any Item from the Consent Agenda

None.

4. Consent Agenda

a Consider Approval of Regular Minutes of October 9, 2023

b Acknowledge Invoice Paid Report for October 2023

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

5. Consider any Item Removed from the Consent Agenda

None.

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

Motion was made by Peerson, seconded by Lowe, for approval of Resolution 2023-16. Vote: Peerson aye; Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Amendment No. 1 to Work Order No. 1 of the Master Agreement for Professional Services With Garver, LLC. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-

0.

8. Discuss and Consider Approval of Items Related to Sanitary Sewer System Improvements Country Club Estates/Fryar Drive

a Accept Bids

Motion made by Lowe, seconded by Mendiola, to accept bids. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Lowe, seconded by Mendiola, to award contract to R W & Son Pipeline Construction Inc in the amount of $204,434.00. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Lowe, for approval of Resolution 2023-17. Vote: Mendiola aye; Lowe aye; Bailey aye; Peerson aye; Marten aye. Motion carried 5-0.

10. Receive Presentation from Mr. Darren Folwer Concerning the Soccer Fields; Possible Direction to Staff

Mr. Fowler began by noting that he had moved to Sallisaw in 2017 and has been a soccer coach since that time. The goal is to have the 3 full-sized fields that were promised and the current fields to be maintained. When the fields were moved out to the sports complex, it was with the understanding that they were temporary. He has seen the project plans since 2019. They were told that the fields would be done before the walking trail and restrooms. Neither of those items generate revenue for the City. He has been given reason after reason and excuse after excuse, just want what was promised. Multiple games have been stopped because of dust due to the fact there isn't any grass on the fields. Games have been canceled because of insects and pests. Also, due to water settling on fields because they aren't property maintained. Rocks have to be removed from fields prior to games. Unable to join the Oklahoma Soccer Association due to the face that we don't have regulation-sized fields that are ADA-compliant. We lose players and coaches because we don't have fields and are not a member of the soccer association. They want to host tournaments, bring people in which would generate revenue. Why aren't we getting fields? Why aren't we getting the same treatment as baseball? The City manager asked if he had spoken with the Youth League concerning complaints. In accordance with our contract, complaints go through YL then to the city. He also noted that his goal was to start the soccer fields this year, but due to the cost of the aquatic facility, the funds set aside for the soccer fields may need to be utilized for the pool. He is hoping, with the changes being made, those funds won't have to be used, and dirt work can be started on the soccer fields.

11. Discussion and Review of Proposed Ordinance Related to Junk Motor Vehicles; Possible Direction to Staff

A discussion was held. Staff will continue to work on the final draft with changes suggested and bring back the final draft for review.

12. Receive Update on Economic Development and Grant Activities

The Economic Development Director gave updates for information purposes only.

13. Receive Update on Current and Future Projects

The Building Development Director gave updates for informational purposes only.

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

The Finance Director gave updates for informational purposes only.

15. Administrative Reports

Mr. Skelton went over dates of upcoming holidays and meetings. We continue to recruit for open positions. Updates are being completed for meter reading processes. New security systems are being installed.

16. 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 6:11 p.m.

Approved this **11th** day of **December 2023**.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES

BOARD OF CITY COMMISSIONERS

SPECIAL MEETING

NOVEMBER 30, 2023

The Board of Commissioners met in a special meeting on November 30, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; emailing KXMX; by posting at city hall on November 22, 2023, at 2:30 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ronnie Lowe,	Member,Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3(Acting Mayor)
	Kristin Peerson,	Member, Ward 4
Members absent:	Ernie Martens,	Mayor
Staff present:	Keith Skelton,	City Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	City Clerk
	Robin Haggard,	Director of Finance
	Kayle Griffin,	Chief Accountant
	George Bormann,	Economic Development Director
	Jessica Robertson,	Business Support Manager
	Christian Sizemore,	Network Manager
	Gene Martin,	Superintendent - Equipment Maintenance
	Sheldon Caughman	Journeyman Lineman
	Benton Malick,	Apprentice Lineman
	Ryon Mefford,	Journeyman Lineman
	Blakely Smith, Jr,	Superintendent - Electric
	Sam Ranoldph,	Superintendent - Street
	Kenny Shakingbush,	Interim Superintendent - Street
	Bryan Hyler,	Interim Crew Leader - Street

Others present: Lynn Adams; Shelldon Miggletto; Dan Sullivan; Dwayne Elam; Jared Crisp; Nathan Reese; Holly Foreman; Mike Doublehead; Kim Dorr; Others Unidentified.

1. **Meeting Called to Order**

Acting Mayor Mendiola called the meeting to order. The meeting began at 11:00 a.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Discuss and Consider Approval of Purchase Order No. 99795, Issued to 5 Star Equipment, of Fort Myers, Florida, *In an Amount not to Exceed $100,000.00* for One (1) 2018 Case Hydraulic 621G Wheel Loader for the Street Department

Motion was made by Lowe, seconded by Peerson, for approval of Purchase Order No. 99795 in an amount not to exceed $100,000.00. Vote: Lowe aye; Peerson aye; Bailey naye; Mendiola aye. Motion carried 3-1.

4. Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye. Motion carried 4-0. The meeting ended at 11:06 a.m.

Approved this **11th** day of **December 2023**.

____
Ernie Martens, Mayor

ATTEST:

____
Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Execution of Deed

ITEM TITLE: Discuss and Consider Approval of Resolution 2023-18; *Execution of Deed* for Surplus City Property; General Location 109 N. Ash

INITIATOR: City Manager
City Attorney
City Clerk

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: This property was declared surplus during the July 10, 2023, BOCC meeting. Sealed bids were then solicited. On November 21, 2023, staff opened bids received. One bid was received. Said bid was from Kayle Griffin for the amount of $2,501.00. The City Attorney has prepared Resolution 2023-18 and a Quit Claim Deed for Council's consideration.

EXHIBITS:
1. Ash Property Bid
2. Resolution.23.18.Surplus Property.Ash.Griffin QCD
3. Griffin, Kayle.City QCD to Griffin

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2023-18.

Kayle Griffin

918-571-2202

Bid $2501

RESOLUTION 2023-18

A RESOLUTION APPROVING EXECUTION OF DEED

WHEREAS, the City of Sallisaw has heretofore declared the following described property as "surplus" property, having advertised such for sale and taken bids, all in accordance to law, to-wit:

> Lot 2, Block 28, in the City of Sallisaw, Sequoyah County, Oklahoma; and

WHEREAS, the bid of Kayle Griffin, a married person, of 317 Oakdale Road, Muldrow, Oklahoma, was the highest bid received by the City of Sallisaw for said surplus real property; and

WHEREAS, the Board of Commissioners of the City of Sallisaw approves and authorizes the execution of a quit claim deed to transfer the above described surplus property to the high bidder, Kayle Griffin, a married person.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW that the City of Sallisaw approves, authorizes and directs that a quit claim deed for the above described real property previously declared surplus by the City of Sallisaw, be executed granting, quit claiming and conveying all interest of City of Sallisaw, a municipal corporation, to Kayle Griffin, a married person, and further authorizing Ernie Martens, City Mayor, to execute such instrument granting transfer of title thereto.

PASSED AND APPROVED THIS 11th day of December, 2023.

CITY OF SALLISAW, OKLAHOMA

By: ______________________________
ERNIE MARTENS, Mayor

ATTEST:

____
KIM JAMISON, City Clerk
[S E A L]

Mailing Address:
Kayle Griffin
317 Oakdale Road
Muldrow, OK 74948
Exemption: Okla. Stat. tit. 68, §3202(11)

QUIT CLAIM DEED
(Individual Form)

THIS INDENTURE, Made this 11th day of December, 2023, between City of Sallisaw, a municipal corporation, of Sallisaw, Sequoyah County, State of Oklahoma, party of the first part, and Kayle Griffin, a married person, of 317 Oakdale Road, Muldrow, Sequoyah County, Oklahoma, party of the second part, **WITNESSETH** that said party of the first part, in consideration of the sum of TWO THOUSAND FIVE HUNDRED ONE AND NO/100'S DOLLARS ($2,501.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the said party of the second part all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property situate in Sequoyah County, State of Oklahoma, to-wit:

Lot 2, Block 28, in the City of Sallisaw, Sequoyah County, Oklahoma;

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, and to her heirs, successors and assigns forever, so that neither the said party of the first part or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall be these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the day and year first above written.

CITY OF SALLISAW, OKLAHOMA

By: ______________________________
ERNIE MARTENS, Mayor

ATTEST:

____
KIM JAMISON, City Clerk
[SEAL]

STATE OF OKLAHOMA)
) SS ACKNOWLEDGMENT
COUNTY OF SEQUOYAH)

Before me, on this 11th day of December, 2023, personally appeared to me Ernie Martens, Mayor of the City of Sallisaw, Oklahoma, known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

____
Notary Public
(S E A L) Commission Expires: ____________________
Commission Number: ____________________

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Correction

ITEM TITLE: Discuss and Acknowledge Correction to the Amount Owed Which Should Have Been $98,500.00, for Amendment No. 1 to Work Order No. 1 of the Master Agreement for Professional Services with Garver, LLC Approved on November 9, 2023, for the JSV Airfield Lighting Project

INITIATOR: Garver, LLC
Economic Development Director

STAFF INFORMATION SOURCE: Garver, LLC
Economic Development Director

BACKGROUND: The Amendment to Work Order No. 1 was approved during the November 9, 2023, BOCC meeting. The Amendment documents that were approved were correct, but the amount stated in the agenda item as well as in the background information was incorrect. The cost of the construction phase services will be $98,500.00. This is a new amount that is due for construction phase services. The agenda item had the amount owed as $39,500.00, but that was incorrect information. The FAA is expected to reimburse 90% of this amount.

EXHIBITS: 1. Amendment to Work Order No. 1

KEY ISSUES: Runway Lighting Project

FUNDING SOURCE: FAA - NPE Funding 90/10 Match

RECOMMENDATION: Acknowledge correction to amount owed for Amendment No. 1 to Work Order No. 1 with Garver, LLC

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.

GARVER

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: ______ *Signature*
Name: Keith Skelton *Printed Name*	Name: Blake Roberson *Printed Name*
Title: City Manager	Title: Vice President
Date: 11/09/2023	Date: October 9, 2023
Attest: Kim Jamison	Attest: ______

CITY OF SALLISAW SEAL ★ OKLAHOMA

GARVER

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
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

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
Quaterly 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**

SUBTOTAL - SALARIES: **$2,814.73**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$5,376.42**

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**
SUBTOTAL:		**$8,260.87**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$1,239.13**
TOTAL FEE:		**$9,500.00**

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**

	E-5	E-3	E-1	C-2	AM-2
Hours	**38**	**5**	**26**	**10**	**24**

SUBTOTAL - SALARIES: **$5,813.33**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$11,104.04**

<u>DIRECT NON-LABOR EXPENSES</u>

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**

SUBTOTAL - SALARIES: **$16,291.84**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$31,119.04**

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**

SUBTOTAL: **$51,304.34**

SUBCONSULTANTS FEE: **$0.00**

PROFESSIONAL FEE **$7,695.65**

TOTAL FEE: **$59,000.00**

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**

	E-5	E-3	E-1	C-2	AM-2
Hours	**0**	**0**	**0**	**0**	**0**

SUBTOTAL - SALARIES:	**$0.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	**$0.00**
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**
SUBTOTAL:	**$0.00**
SUBCONSULTANTS FEE:	**$8,000.00**
TOTAL FEE:	**$8,000.00**

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Telecommunications Overhead Line Materials

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 99938, Issued to GraybaR of Maryland Heights, MO, In the Amount of $27,212.24 for the Purchase of Telecommunications Overhead Line Material Needed For Service to Future Residential Subdivisions and South Cedar Development

INITIATOR: Network Manager

STAFF INFORMATION SOURCE: Network Manager

BACKGROUND: Approval of this purchase order will allow us to purchase needed overhead line materials for the Telecommunications Department. Materials will be used to construct overhead lines to serve future residential subdivision development (Lee Creek Estates and Redbird Estates) and commercial/industrial development on South Cedar.

EXHIBITS: 1. Graybar Quotation 0244821983

KEY ISSUES: New overhead lines will allow us to serve future residential and/or commercial customers.

FUNDING SOURCE: 010-604-53315 Telecom System

RECOMMENDATION: Approval of Purchase Order No. 99938 in the amount of $27,212.24.

11885 LACKLAND RD
MARYLAND HEIGHTS MO 63146-4208
Phone: 314-573-2000
Fax: 314-573-0000

To: CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW OK 74955-4629
Attn: Clint Smith
Phone: 918-775-6241
Email:
Fax: 918-775-9550

Date: 11/17/2023
Project Name:
GB Quote #: 0244821983
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr: 2
Valid From: 11/17/2023
Valid To: 12/17/2023
Contact: MATTHEW WELBY
Email: matthew.welby@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		15000	OFS FITEL LLC	AT-3CE17NT-024-CLGA	24CT ADSS FIBER SM LT SJ DSM DRY	$507.57	1000	$7,613.55

GB Part#:25894713
Ship From: Drop Ship-Factory
Item Note: * 4-6 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
200		10	MULTILINK	10-6060		$329.56	1	$3,295.60

GB Part#:NOF MLK MULTILINK
Ship From: Drop Ship-Factory
Item Note: * 2-4 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
300		10	MULTILINK	10-5435		$34.82	1	$348.20

GB Part#:NOF MLK MULTILINK
Ship From: Drop Ship-Factory
Item Note: * 2-4 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
400		20	MULTILINK	10-5122		$9.62	1	$192.40

GB Part#:NOF MLK MULTILINK
Ship From: Drop Ship-Factory
Item Note: * 2-4 week lead time.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW OK 74955-4629
Attn: Clint Smith

Date: 11/17/2023
Project Name:
GB Quote #: **0244821983**

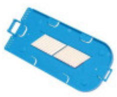
Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
500		20	MULTILINK	10-5134		$6.33	1	$126.60

GB Part#:NOF MLK MULTILINK

Ship From: Drop Ship-Factory
Item Note: * 2-4 week lead time.



Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600		25	MULTILINK	10-8007	24 SINGLE FUSION SPLICE TRAY	$17.77	1	$444.25

GB Part#:25836798

Ship From: Drop Ship-Factory
Long Description: Raceway Fitting, Single Fiber Splice Tray, 9.75 x 4.5 x 0.5 in, Plastic, 0.5 in, 9.75 in, Raceway, 4.5 in
Item Note: * 2-4 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
700		50	HUBBELL PWR	WEGADSS102		$43.37	1	$2,168.50

GB Part#:NOF HU1 HUBBELL

Ship From: Reship-Factory
Item Note: * 12 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
800		50	HUBBELL PWR	HUBSUSF199	CLAMP AL ADSS SUS FIXED .426-.475	$67.48	1	$3,374.00

GB Part#:26573118

Ship From: Reship-Factory
Item Note: * 26 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
900		50	HUBBELL PWR	8810	5/8X10 MACH BOLT	$2.39	1	$119.50

GB Part#:88056456

Ship From: Backorder ZONE-SPRINGFIELD,MO
Long Description:5/8 inch hot dipped galvanized steel bolt. 10 inches long with square nut.
Item Note: * In stock.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To: CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW OK 74955-4629
Attn: Clint Smith

Date: 11/17/2023
Project Name:
GB Quote #: 0244821983

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1000		50	HUBBELL PWR	8812	5/8X12 MACH BOLT	$2.57	1	$128.50

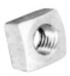
GB Part#:88056457

Ship From: Backorder ZONE-SPRINGFIELD,MO

Long Description:5/8 inch hot dipped galvanized steel bolt. 12 inches long with square nut.

Item Note: * In stock.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1100		250	HUBBELL PWR	55084P	NUT SQ REG 5/8-11IN	$0.66	1	$165.00



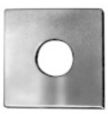
GB Part#:88056203

Ship From: Reship-Factory

Long Description: Hubbell Power Systems steel regular square nut for 5/8 in. diameter bolt with 5/8-11 UNC threads. Hot dip galvanized coating, ASTM A-153.

Item Note: * Min. order QTY: 250. 2 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1200		100	HUBBELL PWR	6811	2X2" SQUARE WASHER	$0.66	1	$66.00



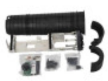
GB Part#:88056294

Ship From: Backorder ZONE-SPRINGFIELD,MO

Long Description: Square Washer, Galvanized, 2 x 2 x 1/8 in., Bolt Size 1/2 in., Hole Size 9/16 in.

Item Note: * In stock.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1300		12	HUBBELL PWR	PSCA350S	DOME CLSR 350 ALL DIEL ECTRIC 96 FIBER	$245.91	1	$2,950.92



GB Part#:26374422

MFR SPEC SHEET

Ship From: Reship-Factory

Long Description: Dome closure for all-dielectric optic cables up to 96 single fusion (4 x 24 splice trays) and 288 ribbon fibers (2 x 144 splice trays). Closure has 2 backbone ports accept cable up to 0.625 inch OD and 2 lateral ports accept up to 0.625 inch OD.

Item Note: * 4 week lead time.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW OK 74955-4629
Attn: Clint Smith

Date: 11/17/2023
Project Name:
GB Quote #: **0244821983**

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1400		36	HUBBELL PWR	PSCSTPS24		$32.27	1	$1,161.72

GB Part#:NOF HU1 HUBBELL

Ship From: Reship-Factory

Item Note: * 4 week lead time.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1500		50	HUBBELL PWR	6502	5/8-11IN STD EYENUT	$3.20	1	$160.00

GB Part#:88056266

Ship From: Backorder ZONE-SPRINGFIELD,MO

Long Description: Hubbell Power Systems 1/2 in. steel standard eyenut tapped for 5/8 in. 13,500 lb. tensile strength. Standard Eyenut, Steel, Size 1/2 in., Tapped For 5/8 in. Bolt, Min. Tensile Strength 13,500 lbs.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1600		50	HUBBELL PWR	19784	5/8-11X14 EYE BOLT	$30.14	1	$1,507.00

GB Part#:88056034

MFR SPEC SHEET

Ship From: Drop Ship-Factory

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1700		50	HUBBELL PWR	19786	5/8-11X16 EYE BOLT	$31.81	1	$1,590.50

GB Part#:93159189

MFR SPEC SHEET

Ship From: Drop Ship-Factory

Long Description: Double-Arming Ovaleye Bolt, 5/8 Dia. X 16 L With 13 Thread Length. Includes Three Square Nuts. Eye Dimensions 5/8 X 1-1/2 X 2. Rated Tensile Strength 13,550 Lbs.

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
1800		1		OUTBOUND FREIGHT		$1,800.00	1	$1,800.00

GB Part#:OUTBOUND FREIGHT

Ship From: Graybar Service

Total in USD (Tax not included): $27,212.24

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To:	CITY OF SALLISAW 115 EAST CHOCTAW SALLISAW OK 74955-4629	Date:	11/17/2023
		Project Name:	
		GB Quote #:	**0244821983**
Attn:	Clint Smith		

Proposal

We appreciate your request and take pleasure in responding as follows

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.

2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.

5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.

7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.

12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.

14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Ordinance No. 2023-08

ITEM TITLE: Discuss and Consider Approval of Ordinance No. 2023-08; *An Ordinance Amending Chapter 66, Article V, Section 66-131 to the Sallisaw Code of Ordinances, Repealing Section 66-131 in its Entirety, and Adopting and Enacting the Following New Section 66-131 to the City of Sallisaw Code of Ordinances, and Declaring an Emergency*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: If approved, Chapter 66, Article V, Section 66-131 will make it unlawful for any person knowingly or willfully to resist, oppose, or obstruct the Chief of Police, any other police officer, the municipal judge, or any other officer or employee of the city in the discharge of his or her official duties......... If an officer or city employee is on the receiving end of extreme cursing or other types of verbal abuse, a citation may be issued as disturbing the peace. The fine will be $185 for such an offense.

EXHIBITS: 1. 2023-08.Proposed Ordinance.

KEY ISSUES: Strengthens course of action if an employee is on the receiving end of extreme cursing or verbal abuse.
These changes are in response to verbal abuse received by animal welfare officers who were out on a complaint call.

FUNDING SOURCE: N/A

RECOMMENDATION: 1. Approval of Ordinance 2023-08
2. Declare an Emergency

ORDINANCE NO. 2023-08

AN ORDINANCE AMENDING CHAPTER 66, ARTICLE V, SECTION 66-131 TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 66-131 IN ITS ENTIRETY, AND ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 66-131 TO THE CITY OF SALLISAW CODE OF ORDINANCES, AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 66, Section 66-131 of Article V, Offenses Against Public Authority, of the Sallisaw City Code be amended by repealing and striking the same and thereafter adopting and enacting the following section, to-wit:

CHAPTER 66

ARTICLE V. - OFFENSES AGAINST PUBLIC AUTHORITY.

Section 66-131. Resisting an officer or employee.

(a) It shall be unlawful for any person knowingly or willfully to resist, oppose, or obstruct the chief of police, any other police officer, the municipal judge, or any other officer or employee of the city in the discharge of his or her official duties; or by threats or otherwise to intimidate or attempt to intimidate any such officer or employee from the discharge of his or her official duties; or to use abusive or indecent language against any such officer or employee while such officer or employee is in discharge of his or her official duties, but only if such language has a direct tendency too cause acts of violence by the person to whom, individually, the remark is addressed.

(b) It is unlawful for any person to warn or signal another so as to assist such other person to flee, escape or evade an officer seeking to make an arrest or for any person to bar or lock any door or barrier in the face of or in front of an approaching officer.

(c) Resisting an officer is the intentional opposition or resistance to, or obstruction of, an individual acting in his official capacity, and authorized by law to make a lawful arrest or seizure of property, or to serve any lawful process or court order, when the offender knows or has reason to know that the person arresting, seizing property, or serving process is acting in his official capacity. Resisting an officer is unlawful.

(d) The term "obstruction of" shall, in addition to its common meaning, include:

(1) Flight by one sought to be arrested before the arresting officer can restrain him or her and after notice is given that he is under arrest;

(2) Any violence toward or any resistance or opposition to the arresting officer after the arrested party is actually placed under arrest or before he or she is under arrest; or

(3) Refusal by the arrested party to give his or her name and make his identity known to the arresting officer.

(e) It shall be unlawful for any person to assault, beat, or abuse, any such officer or employee while such officer or employee is in discharge of his or her official duties.

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 11th day of December, 2023.

CITY OF SALLISAW, OKLAHOMA

By: ______________________________

ERNIE MARTENS, Mayor

ATTEST:

____

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 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 still in the process of updating the ordinance with changes discussed in previous meetings. Are there any additional ideas you would like to be included in the updated ordinance?

EXHIBITS: 1. 2023..Junk Motor Vehicles v2

KEY ISSUES:

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]

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Investments

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Invest the Sallisaw Reserve Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Sallisaw Reserve Certificate of Deposit with Local Bank, the high bidder, for 273 days at 5.62% interest.

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest the Sallisaw Reserve CD with Local Bank for 273 days at 5.62% interest.

AGENDA ITEM COMMENTARY

Meeting Date:	December 11, 2023
Board:	Board of City Commissioners
Subject:	Investments

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Invest the Cemetery Fund Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Cemetery Fund Certificate of Deposit with Local Bank, the high bidder, for 273 days at 5.62% interest.

EXHIBITS: 1. BOCC - Redeposits

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest the Sallisaw Reserve CD with Local Bank for 273 days at 5.62% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

DECEMBER 13, 2023

Fund	Amount
Sallisaw Reserve	$ 1,127,800.60

Days	Firstar	National	Armstrong	Local
182	4.37%	5.15%	5.22%	5.62%

Days	Firstar	National	Armstrong	Local
273	4.37%	5.32%	5.37%	5.62%

Fund	Amount
Cemetery Fund	$ 215,234.45

Days	Firstar	National	Armstrong	Local
182	4.37%	5.15%	5.13%	5.62%

Days	Firstar	National	Armstrong	Local
273	4.37%	5.32%	5.37%	5.62%

CITY OF SALLISAW • OKLAHOMA • EST. 1888
115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Firstar

November 29, 2023

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on ***December 13, 2023***:

FUND	**AMOUNT**	**DAYS**	**MATURITY**	**QUOTE**
Reserve Fund	***$1,127,800.60***	*182*	*June 12 2024*	4.37%
	(Approximate)	*273*	*September 11, 2024*	4.37%
Cemetery Fund	**$ 215,234.45**	*182*	*June 12 2024*	4.37%
	(Approximate)	*273*	*September 11, 2024*	4.37%

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, December 6, 2023**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 11, 2023.

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

Kim Jamison
Kim Jamison, City Clerk

Submitted by:
Firstar Bank

Date: 12-5-23

By: [signature]

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

TO: Local Bank

November 29, 2023

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on ***December 13, 2023***:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Reserve Fund	*$1,127,800.60*	182	June 12 2024	5.62 %
	(Approximate)	273	September 11, 2024	5.62 %
Cemetery Fund	$ 215,234.45	182	June 12 2024	5.62 %
	(Approximate)	273	September 11, 2024	5.62 %

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, December 6, 2023**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 11, 2023.

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

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

Local Bank

Date: 12-04-23

By:

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

TO: Armstrong Bank November 29, 2023

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on ***December 13, 2023***:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Reserve Fund	***$1,127,800.60***	*182*	*June 12, 2024*	5.22 / 5.35 APY
	(Approximate)	*273*	*September 11, 2024*	5.37 / 5.50 APY
Cemetery Fund	**$ 215,234.45**	*182*	*June 12, 2024*	5.13 / 5.25 APY
	(Approximate)	*273*	*September 11, 2024*	5.37 / 5.50 APY

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, December 6, 2023**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 11, 2023.

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

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank

Date: 12-1-23

By: [signature]

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

TO: National Bank of Sallisaw

November 29, 2023

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on ***December 13, 2023***:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Reserve Fund	***$1,127,800.60***	*182*	*June 12, 2024*	5.15%
	(Approximate)	*273*	*September 11, 2024*	5.32%
Cemetery Fund	**$ 215,234.45**	*182*	*June 12, 2024*	5.15%
	(Approximate)	*273*	*September 11, 2024*	5.32%

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, December 6, 2023**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 11, 2023.

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

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw

Date: 12/6/23

By: ______