

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

February 12, 2024

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955**

*****AMENDED*****

A G E N D A

“POSSIBLE ACTION” INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

- 1. Meeting Called to Order**
- 2. Declaration of a Quorum**
- 3. Discussion and Possible Action on Removal of any Item from the Consent Agenda**
- 4. Possible Action on Consent Agenda**
 - (a) Regular Minutes of January 8, 2024**
 - (b) Invoice Paid Report for January 2024**
- 5. Discussion and Possible Action on Any Item Removed from the Consent Agenda**
- 6. Discussion and Possible Action on Interlocal Agreement Between the City of Sallisaw and the Oklahoma Department of Aerospace and Aeronautics for the Runway Crack Seal and Seal Coat Construction Project at the Sallisaw Municipal Airport; Authorize the City Manager to Sign the Agreement**

- 7. Discussion and Possible Action on Staff's Request to Purchase One (1), Caterpillar Wheel Loader, Model #926 from Warren Caterpillar #4269 of Tulsa, Oklahoma, in the Amount of \$209,563.00 for the Street Department**
- 8. Discussion and Possible Action on Resolution 2024-01; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment***
- 9. Discussion and Possible Action on Request of the Vacation of the Plat of 59 South Addition by QuikTrip Corporation**
- 10. Discussion and Possible Action on Planning Commission Case No. PC 2024-002; Plat Presentation of QuikTrip No. 7017, by QuikTrip Corporation.**
- 11. Consider Convening in Executive Session For Discussion Concerning Pending Litigation and Required Settlement Conference; as Authorized by Title 25 O.S., § 307 (B) (4)**
- 12. Possible Action to Reconvene to Regular Session**
- 13. Discussion and Possible Action Pursuant to Executive Session in Naming Chief of Police of the City of Sallisaw, Terry Franklin, to Represent the City of Sallisaw at the Settlement Conference in Watie vs. City of Sallisaw**
- 14. Discussion and Possible Action on Resolution 2024-02; *A Resolution Providing Authorization for Settlement Relating to Case No. CIV-20-415-RAW, Styled "In the United States District Court for the Eastern District of Oklahoma, Charles Watie, as Personal Representative of the Estate of Shawn Watie, Deceased, Plaintiff, vs. City of Sallisaw, Oklahoma, Coty Biles, and Devin Harriman, Defendants" (Settlement Conference Regarding Watie vs. City of Sallisaw)***
- 15. Receive Update on Economic Development and Grant Activities**
- 16. Receive Update on Current and Future Projects**
- 17. Receive Update on the Financial Status of the City and Activities of the Finance Department**
- 18. Administrative Reports**

19. Adjourn

Posted:

FEBRUARY 9, 2024

Time:

11:00 A.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JANUARY 8, 2024

The Board of City Commissioners met in a regular meeting on January 8, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing to KXXMX; by posting at city hall on January 5, 2024 at 9:45 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
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Members absent:	None
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Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, George Bormann, Ben Spyres, Caleb Dotson,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Computer Technician Patrolman
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Others present:	Lynn Adams; Jeannie Richardson; Jonathon Richardson; Laura Pool; James Pool; Brian Becker; Julie Becker; Robert Lee Morris; Kenneth Corn; Lenora Skelton; Others Unidentified.
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1. Meeting Called to Order

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

2. Declaration of a Quorum

A quorum was declared present.

3. Possible Action on Removal of any Item from the Consent Agenda

None.

4. Possible Action on Consent Agenda

a Regular Minutes of December 11, 2023

b Invoice Paid Report for December 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. Possible Action on any Item Removed from the Consent Agenda

None.

6. Receive Presentation on USDA Programs from Mr. Kenneth Corn, Oklahoma State Director, United States Department of Agriculture

Mr. Corn thanked the board for allowing him to speak and also introduced himself to the Council and those present. His office focuses on rural communities by making investments in things such as water, infrastructure, roads, bridges, hospitals, and schools. There are about 70 different programs in which communities can qualify for. They range from helping people get in to housing to helping areas get new water facilities. It also includes broadband and electric utilities. They are a mostly financing agency with grant money. Sallisaw applied with the US Dept of Agriculture for their Community Facilities Grant Program, which is a grant and loan program used to do anything that benefits the public. Sallisaw was awarded just over \$38,000 for storm sirens. Mr. Corn presented the award to council.

7. Discussion and Possible Action of Ordinance 2024-01, An Ordinance Amending Chapter 66, Article V, Section 66-131 To The Sallisaw Code Of Ordinances, Rescinding Ordinance Numbered 2023-08 And 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.

Motion was made by Bailey, seconded by Mendiola, for approval of Ordinance 2024-1. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Motion was made by Bailey, seconded by Peerson, for approval of emergency clause. Vote: Bailey aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

8. Discussion and Possible Action on Donation of Airport Hangar from Mr. Frank Sullivan Jr.

Motion was made by Mendiola, seconded by Bailey, to accept the donation of airport hangar from Mr. Frank Sullivan Jr. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

9. Receive Update on Economic Development and Grant Activities

George Bormann gave an update; for information purposes only.

10. Receive Update on Current and Future Projects

Keith Skelton gave an update; for informational purposes only.

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

Robin Haggard gave an update; for informational purposes only.

12. Administrative Reports

Administrative Notes: Robin noted the dates for upcoming meetings and events

13. Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 6:24 p.m.

Approved this 12th day February 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Interlocal Agreement for Airport Crack Seal

ITEM TITLE: Discussion and Possible Action on Interlocal Agreement Between the City of Sallisaw and the Oklahoma Department of Aerospace and Aeronautics for the Runway Crack Seal and Seal Coat Construction Project at the Sallisaw Municipal Airport; Authorize the City Manager to Sign the Agreement

INITIATOR: Oklahoma Department of Aerospace and Aeronautics
Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Oklahoma Department of Aerospace and Aeronautics

BACKGROUND: On January 30, 2024, the Oklahoma Department of Aerospace and Aeronautics Commission approved our runway crack seal and seal coat project for the Sallisaw Municipal Airport. In order to move this project forward, the attached interlocal agreement must be approved and signed.

EXHIBITS: 1. Intergovernmental Agreement -Sallisaw

KEY ISSUES:

- The Oklahoma Department of Aerospace and Aeronautics has selected Tri-City Seal Company as the contractor for this project.
- The total project cost is \$224,507.80. Of this amount, the city will be responsible for 5% or \$11,225.39.

FUNDING SOURCE: Oklahoma Department of Aerospace and Aeronautics
City Airport Budget

RECOMMENDATION: Staff recommends approval of the interlocal agreement and authorizing the city manager to sign.



INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF SALLISAW AND THE OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

AGREEMENT

This Agreement, made the day and year written below between the City of Sallisaw, hereinafter referred to as the SPONSOR, and the Oklahoma Department of Aerospace and Aeronautics, of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is subject to the following terms and conditions.

Whereas, the DEPARTMENT is in receipt of a request from the SPONSOR that the DEPARTMENT contract for design and administration to construct an airfield pavement crack repair and seal coat at the Sallisaw Municipal Airport, hereinafter referred to as the PROJECT. The construction of the PROJECT is estimated to be \$224,507.80 and will use a combination of state funds from the DEPARTMENT and SPONSOR matching funds broken down as follows:

Department (95%)....	\$213,282.41
Sponsor (5%).....	\$11,225.39
Total.....	\$224,507.80

Now, therefore, it is mutually agreed by the SPONSOR and the DEPARTMENT that:

1. The SPONSOR hereby certifies to the DEPARTMENT that the PROJECT is on property owned fee simple or controlled through easement by the SPONSOR.
2. Upon approval of this AGREEMENT by the SPONSOR, the DEPARTMENT agrees that a contract will be issued for the PROJECT in a lawful and appropriate manner.
3. Upon completion of the PROJECT, the SPONSOR agrees to reimburse the DEPARTMENT 5% of the total construction of the PROJECT cost. The reimbursement shall include all change orders or adjustments to the contract as required for developing and completing the PROJECT. Reimbursement shall be made to the DEPARTMENT by the SPONSOR within 30 days of the receipt of an invoice from the DEPARTMENT.
4. The standard covenants and assurances that are included in section 8 of the current State Grant Application (attachment A) shall become effective upon final PROJECT

acceptance by the SPONSOR. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this PROJECT; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the PROJECT.

IN WITNESS WHEREOF, the SPONSOR has caused this **AGREEMENT** to be duly executed in their name, this _____ day of _____, 20_____.

SPONSOR'S ACCEPTANCE:

City of Sallisaw

Approved:

Signature

Print Name

Title

Address

City, Zip

Attest:

Seal:

Clerk

My commission expires: _____

**NOTE: AGREEMENT MUST BE SIGNED BY MAYOR, CITY MANAGER, OR
OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN
CONTRACTS FOR THE SPONSOR.**

DO NOT WRITE BELOW THIS LINE

Executive Director

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT ASSURANCES - ATTACHMENT A

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce

provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in sub-paragraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures

(such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant agreement shall be twenty (20) years from the date of the Sponsor's acceptance.

8.10.2 The airport and/or visual navigational aids shall remain under the

Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Aeronautics Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. The sponsor shall furnish a construction management program to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. The program shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when the results become available.
4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.

5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the "Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 **After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.**

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Purchase of Wheel Loader

ITEM TITLE: Discussion and Possible Action on Staff's Request to Purchase One (1), Caterpillar Wheel Loader, Model #926 from Warren Caterpillar #4269 of Tulsa, Oklahoma, in the Amount of \$209,563.00 for the Street Department

INITIATOR: Purchasing Agent
Street Superintendent

STAFF INFORMATION SOURCE: Purchasing Agent, Street Superintendent

BACKGROUND: Staff requested quotes for the purchase of a new wheel loader for the street department. Quotes were received and reviewed. Staff recommends purchasing from the 2nd low bidder, Warren Caterpillar #4269, Tulsa, in the amount of \$209,563.00. Staff notes the unit bid by Apex Equipment, Inc. of McAlester, Oklahoma, has significantly less horsepower than the unit we are recommending to purchase. If approved, staff intends to purchase via a 3-year lease purchase agreement.

EXHIBITS: 1. 20240130134532

KEY ISSUES:

- Our current backup loader is a CASE 621 and was purchased in 1988 (36 years old). The unit is unreliable, and repair parts are very hard to find. This unit needs to be deadlined. Our main loader is a 2002 Komatsu (22 years old). It is currently in need of engine and hydraulic work.
- We are not familiar with the Liugong brand. The CAT unit HP is 170 vs 154 for LiuGong equipment. CAT has proven very dependable to us, and has local shops in Tulsa and Ft. Smith for any needed repairs/parts.
- The CAT unit comes with a standard 12-month warranty. The purchase price includes an extended 60 month / 3,000 hour warranty. Unit price also includes a 4-in-1 bucket. Delivery is 6-8 months.
- The estimated 36-month LP payment is \$6,200 per month. With delivery being 6–8 months, we will be able to budget the LP payments beginning FY 2024/25.

FUNDING SOURCE: Fund 30 Capital Improvement

RECOMMENDATION: Approval to purchase one (1), Caterpillar Wheel Loader Model #926, in the amount of \$209,563.00 from Warren Caterpillar.

* Low to High

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 1/29/2024	Date of Quotation 1/25/2024	Date of Quotation 12/6/2024
Department Number: 401-Street	Department Number: 401-Street	Department Number: 401-Street
Vendor Name / Number Apex Equip, INC. New	Vendor Name / Number WARREN Caterpillar # 4269	Vendor Name / Number Stribling Equip. Co. # 6359
Address 56 W. 270 Access Rd.	Address 3601 N. GARNETT Rd.	Address 3410 South Zero
City McAlester	City Tulsa	City Fort Smith
State OK Zip 74501	State OK Zip 74116	State AR Zip 72908
Phone 580-298-7588 <i>RYAN Mitchell</i>	Phone 918-621-4500 <i>Jeremy Mangrum</i>	Phone 479-646-8381 <i>BRIAN Henry</i>
Item (s) Liu Gong whl Loader Model # CLG835HV-1 5yr/7000hr warranty	Item (s) Caterpillar whl Loader Model # 926 W/Ext. Warr. Travel/mileage	Item (s) John Deere whl Loader Model # 544G 48 mth 3000 hrs.
Quantity (1) ONE - NEW	Quantity (1) ONE - NEW	Quantity (1) ONE - NEW
Price each \$136,586.16	Price each \$209,563.00	Price each \$212,500.00
Est. Freight IN Lead Time stock	Est. Freight 6-8 months	Est. Freight 60-90 days
Total Cost \$ \$136,586.16	Total Cost \$ \$209,563.00	Total Cost \$ \$212,500.00
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date 30 days
Quotes Obtained By: Shakingbush	Quotes Obtained By: Shakingbush	Quotes Obtained By: Shakingbush
GL Budget Line 36 mth. Lease Purch.	GL Budget Line 36 mth. Lease Purch.	GL Budget Line 36 mth. Lease Purch.
Purchasing Approval	Purchasing Approval <i>[Signature]</i>	Purchasing Approval
PO Number / Date:	PO Number / Date: 1/30/24	PO Number / Date:

Explain if only one quotation supplied:

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

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 1/3/2024	Date of Quotation 1/24/2024	Date of Quotation
Department Number: 401-Street	Department Number: 401-Street	Department Number:
Vendor Name / Number ASCO, INC #6966	Vendor Name / Number WARREN Caterpillar # 4269	Vendor Name / Number
Address 7100 S.W. 3rd Street	Address 3601 N. Garnett Road	Address
City OKC	City Tulsa	City
State OK Zip 73128	State OK Zip 74955	State Zip
Phone 405-789-6812	Phone 918-627-4500	Phone
Item (s) CASE 621G ZBAR WHL Loader 1YR/VAL HR WARRANTY	Item (s) Caterpillar WHL Loader Model# 930 Ext. warranty 60 mth/3000	Item (s)
Quantity (1) ONE - NEW	Quantity (1) ONE - NEW	Quantity
Price each \$215,955.19	Price each \$248,364.00	Price each
Est. Freight 0 - 30 to 180 days	Est. Freight 0 - 6-8 weeks	Est. Freight
Total Cost \$ \$215,955.19	Total Cost \$ \$248,364.00	Total Cost \$
Quote Expiration Date 60 days	Quote Expiration Date 30 days	Quote Expiration Date
Quotes Obtained By: Shakingbush	Quotes Obtained By: Shakingbush	Quotes Obtained By:
GL Budget Line 36 mth. Lease Purch.	GL Budget Line 36 mth Lease Purch.	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

Randy Sizemore

From: Ryan Mitchell <ryan@equipment-apex.com>
Sent: Monday, January 29, 2024 1:03 PM
To: Purchasing
Subject: Fw: Quote
Attachments: IMG_1671.jpg; IMG_1672.jpg; IMG_1670.jpg; Sallisaw.pdf; 835hv-spec-sheet-us.pdf

From: Ryan Mitchell <ryan@equipment-apex.com>
Sent: Monday, January 29, 2024 12:49 PM
To: kshakingbush@sallisaw.org <kshakingbush@sallisaw.org>
Subject: Quote

Kenny, thank you for giving us the opportunity to quote this machine. This machine will come with the Xtra Care Plus Powertrain & Hydraulics Warranty (5-year / 7000 hour) and is configured as stated below.
CLG835J/Cummins B4.5 Stage V/Liugong limited slip wet-disc axles/4BP190 fully automatic power shift transmission/FNR/Variable displacement hydraulic system/Single joystick, EH Control/AC/CE FOPS&ROPS cab/Fire extinguisher/Rear glass with defroster/Backup alarm/Rotating beacon/3 spool hydraulic valve/Grid heater/Hydraulic drive fan/License-plate bracket and light/Wedge block/17.5R25 L3 Radial tubeless/Heated Air Suspension Seat with 3" retractable seat belt/E-nameplate/Quick coupler/1.9 m3 BOCE quick coupler bucket/Autolube (Automatic Central Lubrication) /Rear Camera/Full Fenders front and rear/Belly Guard/Emergency steering/Ride Control/Radio and speakers/Heated exterior mirrors left and right / Set of pallet forks, 1520 mm in length. New decal with V nomenclature



Date: 1/30/2024

Customer: City of Sallisaw
Name: Kenny Shakingbush
Address: 115 E Choctaw Ave, Sallisaw, OK,
City/State/Zip: Sallisaw, OK,
Phone Number: 74955

PO Number: 918 744 3040

[illegible]

Standard Equipment

***price does not include any applicable sales tax**
***quote is good for 30 days**

Customer _____

Date _____

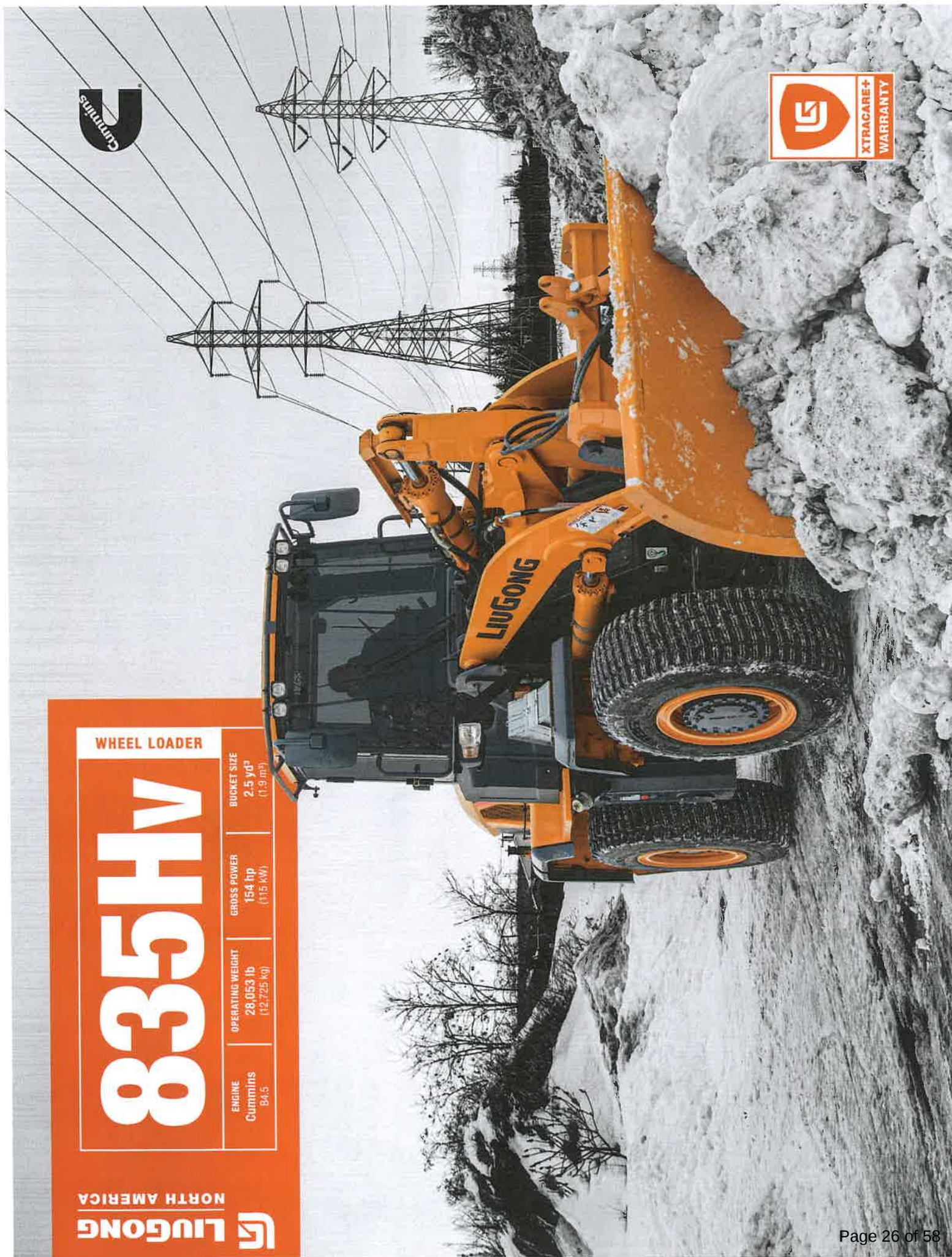
Apex Equipment _____

Date _____

835Hv

WHEEL LOADER

ENGINE	OPERATING WEIGHT	GROSS POWER	BUCKET SIZE
Cummins B4.5	28,053 lb (12,725 kg)	154 hp (115 kW)	2.5 yd ³ (1.9 m ³)

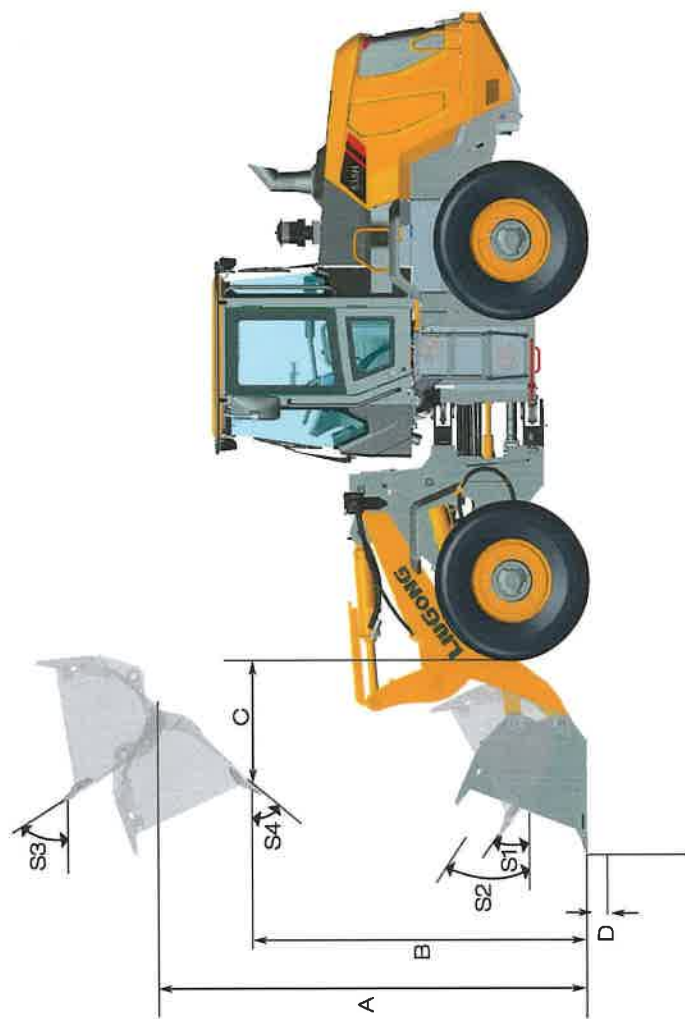


SPECIFICATIONS

ENGINE	
Emissions rating	EPA Tier 4 Final / EU Stage V
Make	Cummins
Model	B4.5
Gross power	154 hp (115 kW) @ 2,200 rpm
Net power	142 hp (106 kW) @ 2,200 rpm
Peak torque	525 lbf-ft (712 N-m) @ 1,200 rpm
Cylinders	4
Displacement	1.18 gal (4.5 L)
Aspiration	Turbocharged & Air-to-air intercooled
TRANSMISSION	
Transmission type	Countershaft, power shift
Torque converter	Single stage, three elements
Max. travel speed, fwd	23.6 mph (38 km/h)
Max. travel speed, rev	15.9 mph (25.6 km/h)
Number of speeds, fwd	4
Number of speeds, rev	3
AXLES	
Differential front type	Limited slip
Differential rear type	Limited slip
Axle oscillation	±12°
STEERING	
Steering configuration	Articulated
Steering pressure	2,611 psi (18 Mpa)
BRAKES	
Service brake type	Wet disc brake
Service brake actuation	Fully hydraulic
Parking brake type	Drum
Parking brake actuation	Electro-hydraulic release

HYDRAULIC SYSTEM	
Main pump type	Piston
System pressure	3,771 psi (26 MPa)
Raise	4.8 s
Dump time	1.5 s
Float down time	3.1 s
Total cycle time	9.4 s
BUCKET PERFORMANCE	
Bucket capacity	2.0-5.2 yd³ (1.5-4.0 m³)
TIRES	
Tire size	17.5R25 L3
OPERATING WEIGHT	
Operating weight	28,053 lb (12,725 kg)
SERVICE CAPACITY	
Fuel tank	57.3 gal (217 L)
Engine oil	3 gal (11.6 L)
Cooling system	7.4 gal (28 L)
Hydraulic system	33 gal (125 L)
Transmission	10.5 gal (40 L)
Axles, each	9 gal (34 L)
DEF tank	5 gal (19 L)

SPECIFICATIONS

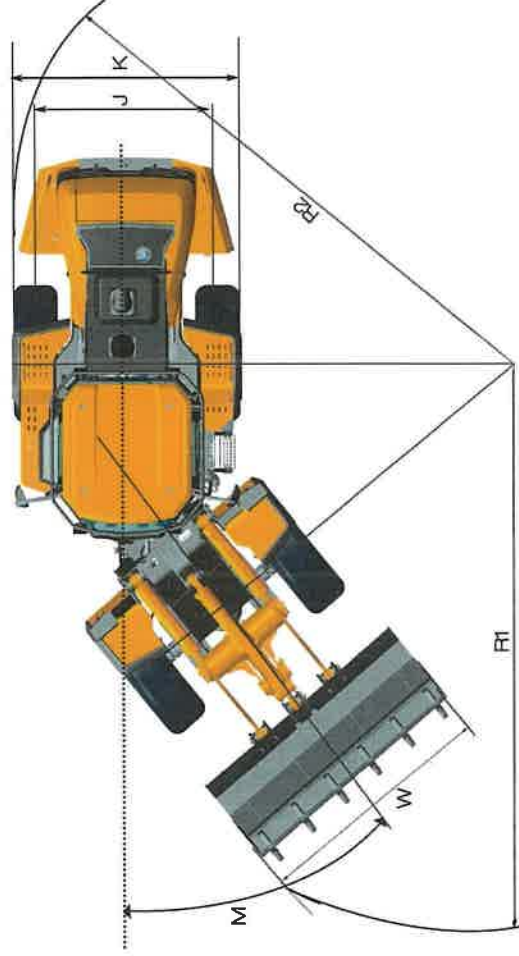
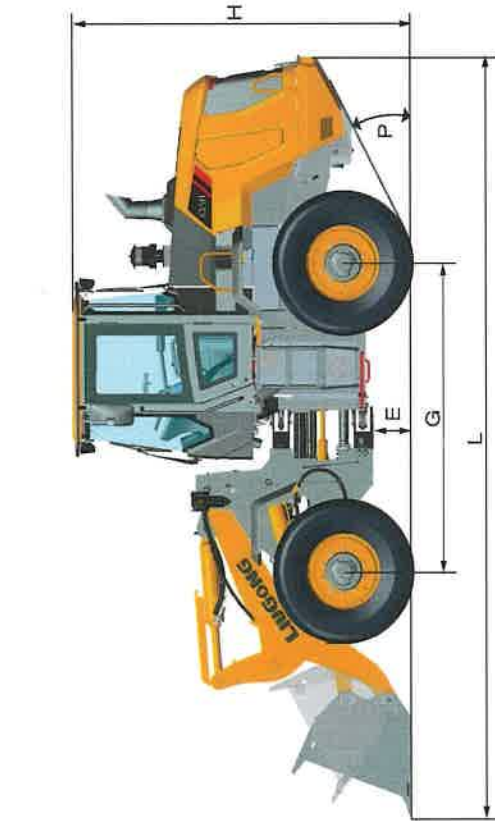


LOADER ARM PERFORMANCE WITH ATTACHMENT

Description	
Tipping load - straight	19,522 lb (8,855 kg)
Tipping load - full turn	16,480 lb (7,475 kg)
Bucket breakout force	20,233 lbf (90 kN)
A Maximum hinge pin height	12 ft 3 in (3,738 mm)
B Dump clearance at full height discharge	8 ft 9 in (2,680 mm)
C Dump reach at full height discharge	3 ft 10 in (1,168 mm)
D Max. digging depth, bucket level	2.3 in (60 mm)
S ₁ Bucket rollback at ground level	42°
S ₂ Bucket rollback at carry	49°
S ₃ Bucket rollback at max. height	56°
S ₄ Max. dump angle at full height	45°

SPECIFICATIONS

EXCLUSIVELY FOR DEALER



DIMENSIONS

Description	
E Ground clearance	1 ft 4 in (400 mm)
G Wheelbase	9 ft 7 in (2,940 mm)
H Cab height	11 ft 1 in (3,370 mm)
J Wheel tread	6 ft 3 in (1,910 mm)
K Width over tires	7 ft 9 in (2,355 mm)
L Length with bucket down	24 ft 1 in (7,347 mm)
M Turn angle, either side	40°
P Rear angle of departure	31°
R ₁ Turning radius, bucket carry	19 ft 1 in (5,807 mm)
R ₂ Turning radius, outside of tire	17 ft 5 in (5,313 mm)
W Width over bucket	8 ft 1 in (2,460 mm)

LGNA-SS-835HV-202207-ENG-US

Specifications and designs are subject to change without notice.
Machines shown may include optional equipment

LiuGong Construction Machinery N.A., LLC.

22220 Merchants Way - Suite 100

Katy, TX 77449

USA

T: 281-579-8882
www.liugongna.com

F: 281-579-8388







Quote 290850-01

Jan 25, 2024

CITY OF SALLISAW
PO BOX 525
SALLISAW
Oklahoma
74955-0525

Attention: KENNY SHAKINGBUSH

Dear Kenny Shakingbush, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 926 Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: TBD **SERIAL NUMBER:** TBD **YEAR:** 2024 **SMU:** 1

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeremy Mangrum
Machine Sales Representative

One (1) New Caterpillar Model: 926 Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction --Dry type air cleaner --Coolant protection to -34C (-29F) --Fuel priming pump, automatic --Fuel Water separator --Differential lock in front axle --Axle seal guards --Enclosed wet disc full hydraulic brakes --Parking brake, electric --Lubed for life driveshafts --Hydrostatic transmission with electronic --control --Operator modes (TC, Hystat, Single Pedal --and Ice) --Directional shift aggressiveness (Fast, --Medium, Slow) --Auto Rimpull control, adjust wheel --torque --Creeper control, adjust ground speed --Single plane cooling package wide 6 fins --per inch density --Hydraulically driven demand cooling fan --S-O-S port, engine, coolant, transmission --oil --

HYDRAULICS --Automatic lift and bucket kickouts, --adjustable in-cab --Bucket and fork modes, adjustable in-cab --Cylinder damping at kickout and --mechanical end stops --Fine mode control (fast, medium, slow) --in Fork Mode --Hydraulic response setting (fast, --medium, slow) --Hydraulic diagnostic connectors and --S-O-S ports --Hydraulic sight gauge, visible --Load sensing hydraulics and steering --Seat mounted hydraulic joystick controls --Cat Payload 250 hours of Demo --

ELECTRICAL --Alternator, 115-amp, heavy duty --12V power supply in cab (2) --Batteries, 1,000 CCA (2) 24 volt system, --disconnect switch --Back up alarm --Emergency shutdown switch --LED rear stop and turn lights --Heavy duty gear reduction starter --Product Link --Remote jump start post --Resettable main and critical function --breakers --Roading lights front and rear --

OPERATOR ENVIRONMENT --75 mm (3 in) retractable seatbelt --Automatic temperature control --Cab, enclosed ROPS/FOPS pressurized --and sound suppressed --Push to Start --8 Inch Touch Screen --Jog Dial with Screen Control --Programmable Joystick --Cup holders --External mirrors with lower --parabolic --Ground level cab door release --Hydraulic control lockout --Interior cab lighting, door --Lunch box storage --Operator warning system indicators --Radio ready speakers --Rear window defrost, electric --Seat mounted electronic implement --controls, adjustable --Sliding glass on the side windows --Column mounted multi function control --lights, wipers, turn signal --Suspension seat, fabric --Tilt steering wheel --Tinted front glass --Wet arm wiper/washer, 2-speed and --intermittent, front --Wet arm wiper washer, rear --Mounting Provision --Gauges --Digital hour meter, odometer and --tachometer --Digital ground speedometer and --direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level --indicator --Hydraulic oil temperature gauge --

OTHER STANDARD EQUIPMENT --Large-access enclosure doors with --adjustable close/open force --Parallel lift loader linkage --Recovery hitch with pin --Remote mounted lubrication points --Vandalism protection-- --lockable compartments --1000 hour Service Intervals --(after initial 500) --

926 14A WHEEL LOADER	579-7700
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	593-8900
STANDARD LIFT, COUPLER READY	593-8911
HYDRAULICS, 3V	593-8913
HYDRAULICS, STANDARD, SL	536-5281
STEERING WHEEL, STANDARD	579-7716
JOYSTICK 3V, STEERING WHEEL	593-8916
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	579-7720
WEATHER, STANDARD	611-3020
CAB, STANDARD	578-1363
AIR CONDITIONING, R134A REF	579-7735
ENGINE	593-8993
PUSH START, PASSCODE SECURITY	579-7738
CAMERA, REAR VIEW	579-7761
MIRROR, BASE	423-7168
SEAT, STANDARD, TILT ONLY	593-8961
LIGHTS, STD, LED	590-8869
LIGHTS, ROADING, LED, RH	633-0598
STANDARD RADIO (12V)	590-8872
PRODUCT LINK, CELLULAR PLE643	573-8455
FILM GP, WARNING, PL, ANSI	638-5475
WINDSHIELD ACCESS STEPS, NONE	612-1012
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	593-8950
CTWT, STD, 538LBS, 2PCS	376-0502
TOOLBOX AUX, NONE	519-8081
HYDRAULIC OIL, STANDARD	619-8443
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, AUX 3RD, STD LIFT	530-1623
BEACON, WARNING, STROBE, AMBER	600-3781
MIRRORS, INTERNAL 1X REAR VIEW	596-5866
VISOR GP-CAB	342-0215
QUICK COUPLER,FUSION,HIGH VIS	536-5313
JUMPER LINES, AUX 3RD, FUSION	445-4725
BUCKET-MP, 2.7 YD3, FUS	362-0902

SELL PRICE	\$201,500.00
OPTIONAL TRAVEL TIME AND MILEAGE COVERAGE	\$4,473.00
OPTOINAL EXTENDED WARRANTY	\$3,590.00
AFTER TAX BALANCE	\$209,563.00

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	926-72 MO/3000 HR PREMIER-Optional for additional charge shown above
CSA	60 Month/3000 Hour TTM Coverage-Optional for additional charge shown above

F.O.B./TERMS:

Delivered to Sallisaw, OK

Please allow 6-8 months for delivery after PO is received

Options for Consideration:

\$3,500.00 Additional

333-6527	L DIFFERENTIAL,LIMITED SLIP REAR Adds a rear limited slip traction aid in addition to the standard front axle diff-lock.
----------	--

Accepted by _____ on _____

Signature



New

SMALL WHEEL LOADERS

926



Rated Gross Power - SAE J1995
170 HP

Operating Weight
27972 lb

Bucket Capacities
1.9-5 m3 (2.5-6.5 yd3)

[VIEW DETAILS](#)

New

SMALL WHEEL LOADERS

930



Rated Gross Power - SAE J1995
170 HP

Operating Weight
31124 lb

Bucket Capacities
1.9-5 m3 (2.5-6.5 yd3)

[VIEW DETAILS](#)



Jeff Littlefield
479-886-1444

Quote Summary

Prepared For:
CITY OF SALLISAW STREET DEP
OK
Home: 918-776-4105

Prepared By:
BRIAN HENCY
Stribling Equipment, LLC
3410 South Zero
Fort Smith, AR 72908
Phone: 479-646-8381
brian.hency@striblingequipment.com

Quote Id: 30061087
Created On: 06 December 2023
Last Modified On: 13 December 2023
Expiration Date: 13 December 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 544 G WHEEL LOADER	\$ 212,500.00 X	1 =	\$ 212,500.00
John Deere Extended Warranty-48month/3000HR PT & Hydraulic	\$ 0.00 X	1 =	\$ 0.00
PT & HYDRAULIC, 3000Total Hours or 48Total Months, \$ 0.00 Deductible			
Equipment Total			\$ 212,500.00

Quote Summary

Equipment Total	\$ 212,500.00
DOCUMENTATION FEE	\$ 0 00
SubTotal	\$ 212,500 00
Total	\$ 212,500.00
Down Payment	(0 00)
Rental Applied	(0 00)
Balance Due	\$ 212,500.00

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 30061087

JOHN DEERE 544 G WHEEL LOADER

Hours:

Stock Number:

Code	Description	Qty
3010YN	544 G WHEEL LOADER	1
Standard Options - Per Unit		
183E	JDLINK™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0601	Level 1 Trim	1
0651	Level 1 Performance	1
0951	Rear Camera	1
4021	John Deere PowerTech Engine	1
4251	Standard Fuel Filter with Water Separator	1
5174	MAXAM – 20.5R25 L3 2-STAR RADIAL TIRES w/ 3 PC RIMS	1
7054	Three Function Hydraulics with Joystick Controls	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7465	Less Cutting Edge, Segments, and Teeth	1
7800	Less Bucket	1
8501	Debris Package	1
8503	Auxiliary Equipment Package	1
8505	Guards - Transmission & Bottom	1
Dealer Attachments		
0000	TAG MULTI-PURPOSE 4-N-1 BKT-JD544-416 JRB	1
	ARROW 60" FRAME/60" COUPLER	1
	CONST FORKS	
Service Agreements		
	John Deere Extended Warranty - 48month/3000HR PT & Hydraulic	
Other Charges		
	FUEL	1

Mechanical Suspension Seat /
Radio Ready / No Ride Control

No diff lock / Open Front and
Rear Diff

Automatic Reversing Fan

Beacon light / Fire Extinguisher
bracket

Extended Warranty Proposal

JOHN DEERE 544 G WHEEL LOADER

Date : December 13, 2023

Machine/Use Information

		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Government	Deductible	\$ 0.00
Equipment Type	544G	Coverage	PT & HYDRAULIC	List	\$ 0 00
Model	544G	Total Months	48		
Country		Total Hours	3000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Associated Supply Company, Inc.
 Quoted on Behalf of CNH Industrial America
 7100 SW 3rd Street
 Oklahoma City, OK 73128
 Phone: 405-789-6812
www.ascoeq.com

Oklahoma Statewide Contract Quote Contract SW192

Prepared For: **City of Sallisaw**

Date: **01/03/23**

Territory Manager
Ben Yoder

Delivery:
30 to 180 days from receipt of purchase order.

Payment Terms
Payment due no later than 30 days from Delivery. ASCO does not accept the P-Card for machine purchases.

Prices are subject to change.
This quote is valid for 60 days from the date shown above.

Base Model:

Warranty: **1-Year/Unlimited-Hour Full-Coverage Base Limited**

SW192 Discount: 37%
Price List Date:

Price After

Order Code	Option Description	List Price	Discount
MODEL	621G ZBAR TS T4F	\$ 246,057.00	\$ 155,015.91
			\$ -
734149	SP L 1906	4,313.00	\$ 2,717.19
424224	-4-speed Transmission		\$ -
782122	-Limited Slip Differentials		\$ -
482585	-Cooling System w/Reversing Fan		\$ -
734151	-Standard Cab Comfort		\$ -
734153	-Standard Visibility Bundle		\$ -
782441	-Standard Hydraulic Steering		\$ -
734054	-Joystick with 1 Aux Function		\$ -
782509	-Standard Fenders w/ LH Steps		\$ -
482595	-No Tire Brand Preference		\$ -
9420440	-20.5R25 L3 Radial (3 pc rim)	5,006.00	\$ 3,153.78
424911	-Locking Hydraulic for Coupler		\$ -
482105	-English Literature		\$ -
782503	-Ride Control		\$ -
482027	-Skid Plate/Transmission Guard	951.00	599.13
424248	CNH Coupler(JRB)	20,586.00	12,969.18
734038	-3 Year Advanced Subscription		-
734168	-Sitewatch Verizon		-
		276,913.00	\$ 174,455.19
		List Price	Subtotal
	Destination Charge	\$	5,000.00
	Predelivery/Setup	\$	3,800.00
	Delivery Freight	\$	2,800.00

Additional options not included in Case price book.

Price
Asbury Multi Purpose 2.5yd Bucket (Lead time 6-8 weeks)
\$ 29,900.00
\$ -
Total Additional Options
\$ 29,900.00

Price Before Trade-Ins \$ 215,955.19

Trade-In

Trade Allowance
Trade Allowance

Total Selling Price \$ 215,955.19

Options (if chosen, add to Total Selling Price)

List Price	After Discount
	\$ -
	\$ -
	\$ -



Quote 290740-01

Jan 24, 2024

CITY OF SALLISAW
PO BOX 525
SALLISAW
Oklahoma
74955-0525

Attention: KENNY SHAKINGBUSH

Dear Kenny Shakingbush, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 930 Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C137351

SERIAL NUMBER: TBD

YEAR: 2024

SMU: 1

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeremy Mangrum
Machine Sales Representative

One (1) New Caterpillar Model: 930 Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C7.1 ACERT engine --Auto Idle shut down feature --Auto Engine RPM --Power modes (Standard and Performance) --Power by range (High power in range 4) --Tier 4 final/Stage V compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction --Dry type air cleaner --Coolant protection to -34C (-29F) --Fuel priming pump, automatic --Fuel Water separator --Differential lock in front axle --Axle seal guards --Enclosed wet disc full hydraulic brakes --Parking brake, electric --Lubed for life driveshafts --Hydrostatic transmission with electronic control --Operator modes (TC, Hystat, Single Pedal -and Ice) --Directional shift aggressiveness (Fast, -Medium, Slow) --Auto Rimpull control, adjust wheel -torque --Creeper control, adjust ground speed --Single plane cooling package wide 6 fins -per inch density --Hydraulically driven demand cooling fan --S-O-S port,engine,coolant,transmission -oil -

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab --Bucket and fork modes, adjustable in-cab --Cylinder damping at kickout and -mechanical end stops --Fine mode control (fast, medium, slow) --in Fork Mode --Hydraulic response setting (fast, -medium, slow) --Hydraulic diagnostic connectors and --S-O-S ports --Hydraulic sight gauge, visible --Load sensing hydraulics and steering --Seat mounted hydraulic joystick controls --Cat Payload 250 hours of Demo -

ELECTRICAL -Alternator, 115-amp, heavy duty --12V power supply in cab (2) --Batteries, 1,000 CCA (2) 24 volt system, --disconnect switch --Back up alarm --Emergency shutdown switch --LED rear stop and turn lights --Heavy duty gear reduction starter --Product Link --Remote jump start post --Resettable main and critical function --breakers --Roading lights front and rear -

OPERATOR ENVIRONMENT --75 mm (3 in) retractable seatbelt --Automatic temperature control --Cab, enclosed ROPS/FOPS pressurized --and sound suppressed --Push to Start --8 Inch Touch Screen --Jog Dial with Screen Control --Programmable Joystick --Cup holders --External mirrors with lower --parabolic --Ground level cab door release --Hydraulic control lockout --Interior cab lighting, door --Lunch box storage --Operator warning system indicators --Radio ready speakers --Rear window defrost, electric --Seat mounted electronic implement --controls, adjustable --Sliding glass on the side windows --Column mounted multi function control --lights, wipers, turn signal --Suspension seat, fabric --Tilt steering wheel --Tinted front glass --Wet arm wiper/washer, 2-speed and --intermittent, front --Wet arm wiper washer, rear --Mounting Provision --Gauges --Digital hour meter, odometer and --tachometer --Digital ground speedometer and --direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level --indicator --Hydraulic oil temperature gauge -

OTHER STANDARD EQUIPMENT --Large-access enclosure doors with --adjustable close/open force --Parallel lift loader linkage --Recovery hitch with pin --Remote mounted lubrication points --Vandalism protection-- lockable compartments --1000 hour Service Intervals --(after initial 500) -

MACHINE SPECIFICATIONS

930 14A WHEEL LOADER	579-7701
CHASSIS AR-930	579-7705
ELECTRICAL AR	579-7708
HYDRAULIC AR	579-7710
POWER TRAIN AR	593-8991
INSTALLATION AR	593-8998
ELECTRONICS AR-M	595-9693
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	593-8900
STANDARD LIFT, COUPLER READY	593-8921
HYDRAULICS, 3V	593-8923
HYDRAULICS, STANDARD	536-5283
STEERING WHEEL, STANDARD	579-7717
JOYSTICK 3V, STEERING WHEEL	593-8916
DIFFERENTIAL,LIMITED SLIP REAR	333-6527
ENVIRONMENT, MEDIUM DEBRIS	579-7722
WEATHER, COLD START 120V	579-7726
CAB, STANDARD	578-1363
AIR CONDITIONING, R134A REF	579-7735
ENGINE	593-8993
PUSH START, PASSCODE SECURITY	579-7738
CAMERA, REAR VIEW	579-7761
MIRROR, BASE	423-7168
SEAT, DELUXE, TILT AND TELE	593-8962
LIGHTS, AUX, LED, PREMIUM	590-8903
LIGHTS, ROADING, LED, RH	633-0598
STANDARD RADIO (12V)	590-8872
PRODUCT LINK, CELLULAR PLE643	573-8455
FILM GP, WARNING, PL, ANSI	638-5475
WINDSHIELD ACCESS STEPS	598-2802
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	593-8950
CTWT, HEAVY, 2668LBS, 5PCS	552-4465
TOOLBOX AUX	491-7922
HYDRAULIC OIL, STANDARD	619-8443
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, AUX 3RD, STD LIFT	530-1623
RIDE CONTROL	579-7697
BEACON, WARNING, STROBE, AMBER	600-3781
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, DRIVESHAFT	349-7940
CERTIFICATE OF ORIGIN, ENGLISH	0G-6022
QUICK COUPLER,FUSION,HIGH VIS	536-5313
JUMPER LINES, AUX 3RD, FUSION	445-4725
BUCKET-MP, 3.5 YD3, FUS	527-9408

SELL PRICE	\$238,950.00
OPTIONAL TRAVEL TIME AND MILEAGE COVERAGE	\$5,184.00
OPTIONAL EXTENDED WARRANTY	\$4,230.00
AFTER TAX BALANCE	\$248,364.00

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	930-72 MO/3000 HR PREMIER
CSA	60 Month/3000 Hour TTM Coverage

F.O.B./TERMS:

Delivered to Sallisaw, OK

Please allow 6-8 weeks for delivery after PO is received

PAYMENT TERMS**Cash Invoice Terms**

CASH WITH ORDER	QUOTE SELL PRICE
\$0.00	\$238,950.00

Accepted by _____ on _____

Signature



New

SMALL WHEEL LOADERS

926



Rated Gross Power - SAE J1995
170 HP

Operating Weight
27972 lb

Bucket Capacities
1.9-5 m³ (2.5-6.5 yd³)

[VIEW DETAILS](#)

New

SMALL WHEEL LOADERS

930



Rated Gross Power - SAE J1995
170 HP

Operating Weight
31124 lb

Bucket Capacities
1.9-5 m³ (2.5-6.5 yd³)

[VIEW DETAILS](#)

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Lease Purchase Agreement

ITEM TITLE: Discussion and Possible Action on Resolution 2024-01; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment*

INITIATOR: Street Superintendent
City Manager

STAFF INFORMATION SOURCE: Street Superintendent
City Manager

BACKGROUND: Approval of Resolution 2024-01 will allow staff to move forward with lease purchase paperwork on the wheel loader.

EXHIBITS: 1. 2024-01 - WHEEL LOADER STREET DEPT

KEY ISSUES: N/A

FUNDING SOURCE: Fund 30 Capital Improvement

RECOMMENDATION: Approval of Resolution 2024-01

RESOLUTION NO. 2024-01

A RESOLUTION AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT

WHEREAS, the City of Sallisaw is in need of one (1), Caterpillar Wheel Loader Model #926, and

WHEREAS, the City of Sallisaw has an opportunity to enter into a lease purchase agreement on one (1), Caterpillar Wheel Loader Model #926 with Extended Warranty, with Warren Caterpillar #4269 of Tulsa, Oklahoma, in the amount of \$209,563.00 and does not desire to purchase said equipment with cash.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Sallisaw, Oklahoma:

That the City of Sallisaw, Oklahoma lease from Warren Caterpillar #4269, of Tulsa, Oklahoma, according to the terms of a certain lease purchase agreement for a term of thirty-six (36) months, and renewable thereafter, with a purchase price of \$209,563.00 set forth therein, one (1), Caterpillar Wheel Loader Model #926

BE IT FURTHER RESOLVED THAT THE SAID BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, finds, determines and declares that Ernie Martens, Mayor of the City of Sallisaw, be and he is hereby authorized and directed to execute said lease purchase agreement for the City of Sallisaw, Oklahoma.

PASSED AND APPROVED this 12th day of February, 2024.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Plat Vacation

ITEM TITLE: Discussion and Possible Action on Request of the Vacation of the Plat of 59 South Addition by QuikTrip Corporation

INITIATOR: QuikTrip Corp

STAFF INFORMATION SOURCE: Building Development
City Attorney

BACKGROUND: A portion of the property that QuikTrip purchased was previously platted as 59 South Addition. QuikTrip is platting their entire property, but the previously approved plat must be vacated prior to consideration of the new plat.

EXHIBITS: 1. PLat Vacation Documentation

KEY ISSUES: 59 South Addition must be vacated before QuikTrip No., 7017 can be approved.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of request to vacate the plat of the 59 South Addition.

**VACATION OF THE PLAT
OF
59 SOUTH ADDITION**

This Vacation of the Plat 59 South Addition is dated this _____ day of
January, 2024.

Recitals

- A. This instrument is made and entered into pursuant to Title II Okla. Stat. 42-106 for the purpose of vacation of the plat described as follows:

ALL OF PLAT 59 SOUTH ADDITION TO SEQUOYAH COUNTY, OKLAHOMA
AND BEING A PART OF THE SE/4, NE/4, NW/4, SECTION 7, TOWNSHIP 11
NORTH, RANGE 24 EAST, SEQUOYAH COUNTY, OKLAHOMA.

- B. The undersigned vacate all of the 59 South Addition as follows:

AN ADDITION TO SEQUOYAH COUNTY, OKLAHOMA AND BEING A PART
OF THE SE/4, NE/4, NW/4, SECTION 7, TOWNSHIP 11 NORTH, RANGE 24
EAST, SEQUOYAH COUNTY, OKLAHOMA.

And all the building lines and easements established by the Plat of 59 South Addition
and located within the Vacated Tract.

- C. The undersigned collectively are the owners of the Vacated Tract and all of the lots in the Plat of 59 South Addition lying outside the Vacated Tract.
- D. The action taken by this Vacation of Plat is not prohibited by any restrictive covenants encumbering lots in the Plat of 59 South Addition.

THEREFORE, in consideration of the above and for other good and valuable consideration:

The undersigned hereby vacate the following described portion of the Plat of 59 South Addition.

ALL OF PLAT 59 SOUTH ADDITION OF AN ADDITION TO SEQUOYAH
COUNTY, OKLAHOMA AND BEING A PART OF THE SE/4, NE/4, NW/4,
SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, SEQUOYAH COUNTY,
OKLAHOMA.

and all building lines and easements located within the above described Plat of 59 South Addition.

The instrument shall operate to destroy the force and effect of the recording of the Plat to 59 South Addition within the Vacated Tract and to divest all public rights in the public ways, commons, and public grounds laid out as described in the Plat of 59 South Addition within the Vacated Tract.

IN WITNESS WHEREOF: the undersigned have executed this instrument to be effective upon recording in the office of the County Clerk of Sequoyah County, Oklahoma.

QuikTrip Corporation

an Oklahoma Corporation

By: _____
Kelli Ostmeyer, Vice President of Real Estate

Owner of:
The Vacated Tract in entirety.
Known as 59 South Addition

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of January, 2024, by Kelli Ostmeyer as Vice President of Real Estate of QuikTrip Corporation, an Oklahoma Corporation.

Notary Public

My commission expires: _____
My commission number: _____

APPROVED BY THE CITY COUNCIL CITY OF SALLISAW, OKLAHOMA
ON _____, 20____

By: _____
Mayor

ATTEST: _____
City Clerk, City of Sallisaw, Oklahoma

APPROVED AS TO FORM:

City Attorney
City of Sallisaw, Oklahoma

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Plat Presentation of QuikTrip No. 7017

ITEM TITLE: Discussion and Possible Action on Planning Commission Case No. PC 2024-002; Plat Presentation of QuikTrip No. 7017, by QuikTrip Corporation.

INITIATOR: AAB Engineering, LLC

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: AAB Engineering, engineer for QuikTrip Corporation, will present a plat of QuikTrip No. 7017, an addition to the City of Sallisaw, for consideration and approval. The property is located at 1504 W. Lenington. The intent is to construct a commercial convenience store. Planning Commission reviewed the plat at their February 6th meeting and recommend approval.

EXHIBITS: 1. PC2024-002 Application
2. PC2024-002 Preliminary Plat

KEY ISSUES: None

FUNDING SOURCE: None

RECOMMENDATION: Approval

CASE # _____

PLANNING COMMISSION

APPLICATION FOR PLAT APPROVAL

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

General Location 1504 West Lexington Road Sallisaw OK
(Street Address, Legal Description and Acreage: Attach additional sheets if necessary)

Present Use of Property Vacant

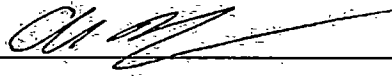
Proposed Use of Property Commercial Convenience Store

Record Owner of Property QuikTrip Corporation

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,
☐ agent for, _____ ☒ other Engineer

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

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

Signed  Address PO Box 2136
Phone 918-514-4283 Sand Springs, OK 74063

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date: 1-16-24

Present Zoning C-4

Fee Receipt: _____ Requested: QuikTrip Corp.

PC Action: _____ Date: _____

City Action: _____ Date: _____

Ordinance No.: _____

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT, QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION, BEING THE OWNER/DEVELOPER OF THE FEE SIMPLE AND TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SEQUOYAH, STATE OF OKLAHOMA, TO-WIT:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE TWENTY-FOUR (24) EAST OF THE INDIAN MERIDIAN, SEQUOYAH COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION SEVEN (7); THENCE SOUTH 01°44'07" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1322.09 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NE/4 NW/4); THENCE SOUTH 87°55'42" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 68.81 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 59 AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°55'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 469.91 FEET; THENCE NORTH 01°51'08" WEST, A DISTANCE OF 584.09 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. INTERSTATE 40; THENCE ALONG SAID RIGHT OF WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.40 FEET, A CHORD BEARING OF SOUTH 57°49'10" EAST, A CHORD DISTANCE OF 231.50 FEET, AND A CURVE DISTANCE OF 231.77 FEET; THENCE SOUTH 52°53'08" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 184.57 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING OF SOUTH 62°49'50" EAST, A CHORD DISTANCE OF 77.97 FEET, AND A CURVE DISTANCE OF 78.22 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 314.66 FEET, A CHORD BEARING OF SOUTH 79°03'40" EAST, A CHORD DISTANCE OF 68.59 FEET, AND A CURVE DISTANCE OF 69.13 FEET; THENCE SOUTH 01°40'09" EAST, A DISTANCE OF 283.56 FEET TO THE POINT OF BEGINNING. CONTAINING 197,981 SQUARE FEET OR 4.55 ACRES AND INCLUDING ALL OF 59 SOUTH ADDITION, (TO BE VACATED), AN ADDITION TO THE CITY OF SALLISAW, SEQUOYAH COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) BEING SOUTH 01°44'07" EAST.

HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED AND HAVE CAUSED THE SAME TO BE NAMED AND DESIGNATED "QUIKTRIP NO. 7017", AN ADDITION TO THE CITY OF SALLISAW, OKLAHOMA. I/WE HEREBY DEDICATE TO THE CITY OF SALLISAW, ITS SUCCESSORS AND ASSIGNS, ALL EASEMENTS AND STREETS AS SHOWN ON THIS PLAT AND DO HEREBY GUARANTEE CLEAR TITLE TO ALL LAND THAT IS DEDICATED FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ENTIRE TRACT.

KELLI OSTMEYER
(VICE PRESIDENT)
QUIKTRIP CORPORATION
AN OKLAHOMA CORPORATION

STATE OF OKLAHOMA
COUNTY OF SEQUOYAH

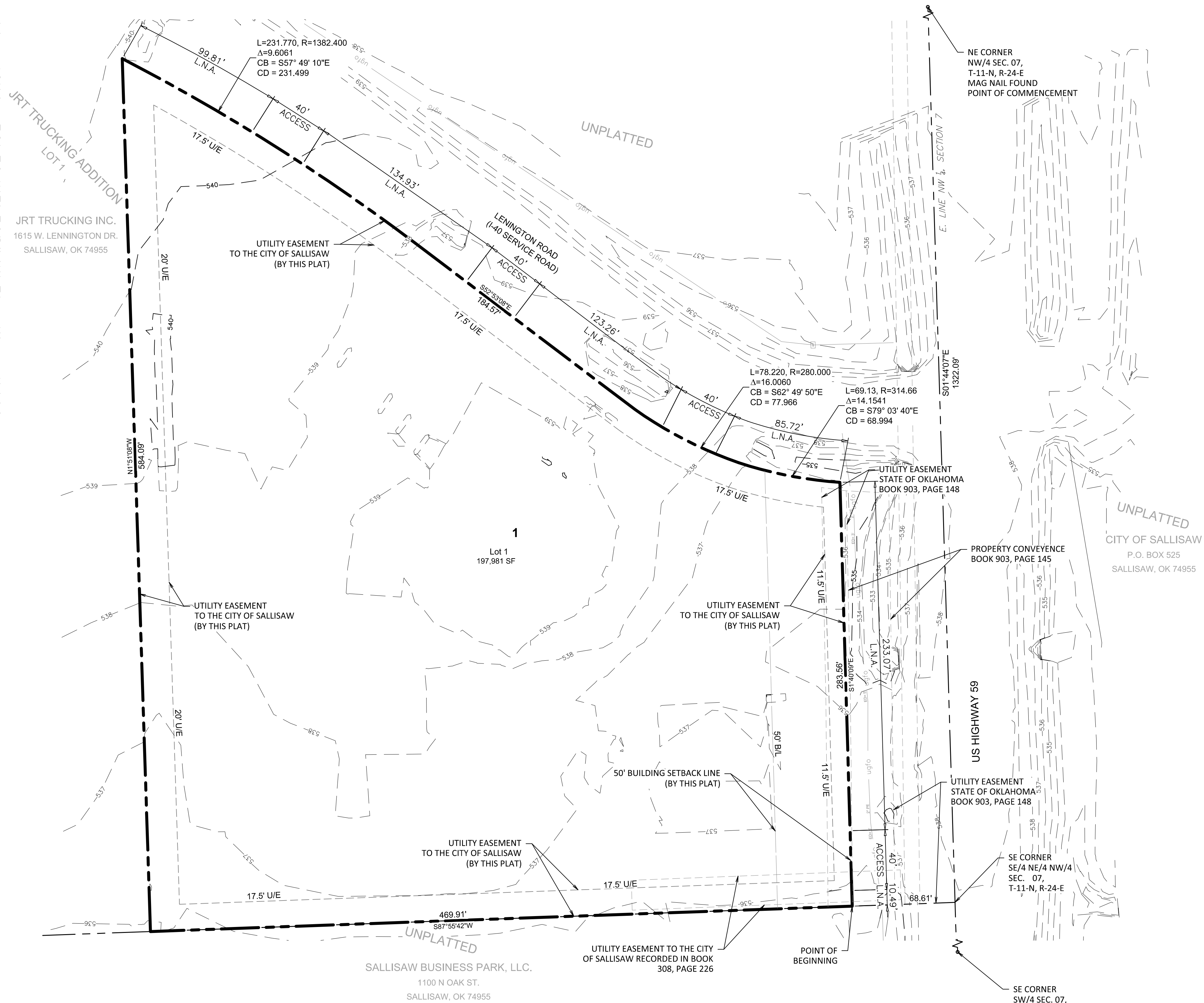
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME AS HIS/HER/THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY

MY COMMISSION EXPIRES:

(SEAL)



PRELIMINARY PLAT
QUIKTRIP NO. 7017

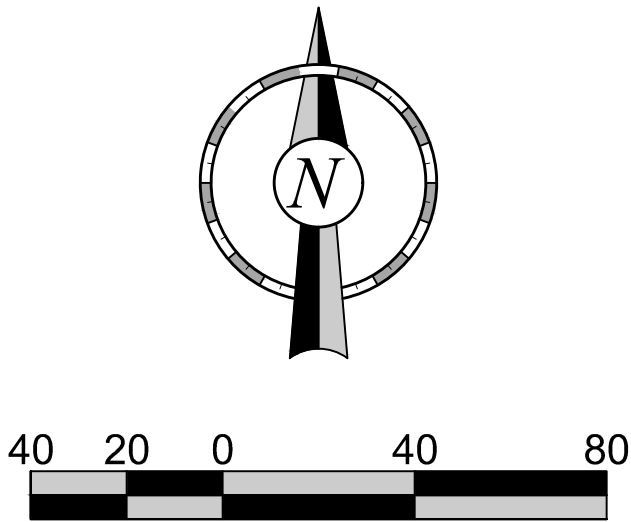
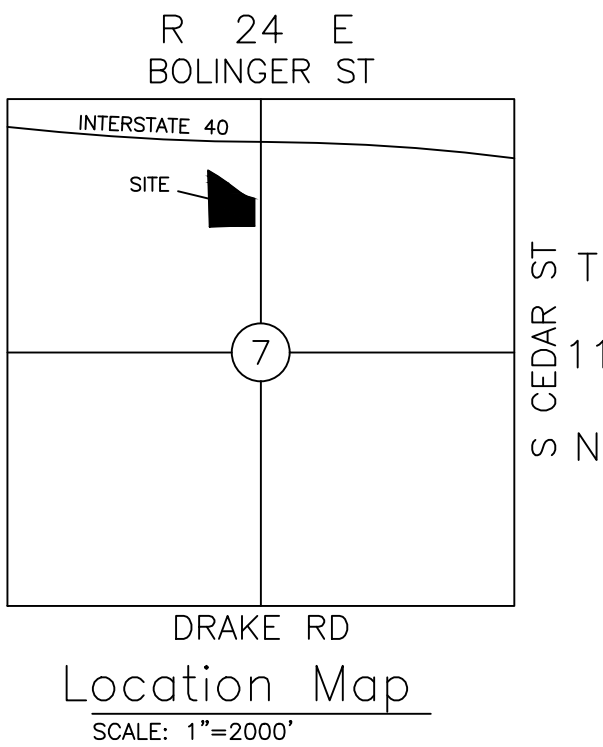
AN ADDITION TO THE CITY OF SALLISAW, BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE TWENTY-FOUR (24) EAST OF THE INDIAN MERIDIAN, SEQUOYAH COUNTY, STATE OF OKLAHOMA

DATE: 10/24/2023

SCALE: 1"=40'

Owner:
QUIKTRIP CORPORATION
AN OKLAHOMA CORPORATION
4705 S.129TH E AVE
TULSA, OKLAHOMA 74134
PHONE: (918) 615-7685
EMAIL: JIMPOTTER@QUIKTRIP.COM
CONTACT: JOSH POTTER

Engineer/Surveyor:
AAB Engineering, LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. 06/30/2022
P.O. BOX 2136
SAND SPRINGS, OKLAHOMA 74063
PHONE: (918) 514-4283
EMAIL: ALAN@AABENG.COM
CONTACT: ALAN BETCHAN



SURVEYOR'S CERTIFICATE

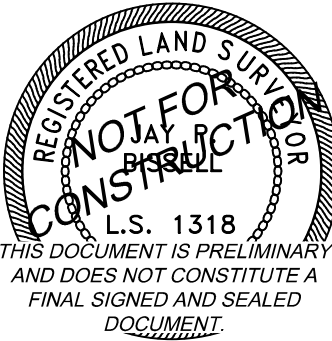
I, JAY P. BISSELL, R.L.S., A COMPETENT SURVEYOR AND A REGISTERED LAND SURVEYOR UNDER REGISTRATION NO. 1318, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND STAKED THE PROPERTY LOCATED ON A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE TWENTY-FOUR (24) EAST OF THE INDIAN MERIDIAN, SEQUOYAH COUNTY, STATE OF OKLAHOMA, AS DESCRIBED ON THE PLAT AND THAT IRON PINS HAVE BEEN PLACED AT ALL PROPERTY CORNERS AND THAT THE DESCRIBED PLAT IS A TRUE REPRESENTATION OF SAID SURVEY.

CERTIFICATE OF AUTHORIZATION: #6318; EXPIRES 06-30-2024

WITNESS MY HAND THIS THE _____ DAY OF _____, 2024.

JAY P. BISSELL, R.L.S.

STATE OF OKLAHOMA
COUNTY OF TULSA

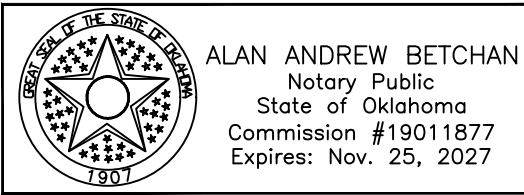


BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED SURVEYORS NAME, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY

MY COMMISSION EXPIRES:



APPROVAL OF PLAT

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA HEREBY APPROVE THIS PLAT OF "QUIKTRIP NO. 7017", AN ADDITION TO THE CITY OF SALLISAW, OKLAHOMA, AND ACCEPTS THE EASEMENTS SHOWN THEREIN.

DATED THIS _____ DAY OF _____, 2024.

CITY OF SALLISAW, OK

MAYOR

ATTEST:

CITY CLERK

(SEAL)

THE PLANNING COMMISSION OF THE CITY OF SALLISAW, OKLAHOMA RECOMMENDS APPROVAL OF PLAT "QUIKTRIP NO. 7017", AN ADDITION TO THE CITY OF SALLISAW, OKLAHOMA AND THE EASEMENTS AS SHOWN THEREIN.

DATED THIS _____ DAY OF _____, 2024.

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

I, ANGELA GIST, TREASURER OF SEQUOYAH COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT ALL TAXES ON THE PROPERTY HEREON PLATTED AND DESCRIBED HAVE BEEN PAID OR CASH BOND PLACED TO SECURE THE SAME.

DATED THE _____ DAY OF _____, 2024.

COUNTY TREASURER

NOTES:

HIGHWAY RIGHT-OF-WAY INFORMATION FROM ODOT.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) BEING SOUTH 01°44'07" EAST.

BENCHMARK:
CHISELED "X" SET APPROXIMATELY 1038' NORTH AND 58' EAST OF THE NORTHEAST PROPERTY CORNER.
ELEVATION=546.85' (NAVD 88)
NORTHING=179,073.5560', EASTING=2,919,863.9110'

AGENDA ITEM COMMENTARY

Meeting Date: February 12, 2024
Board: Board of City Commissioners
Subject: Resolution 2024-02

ITEM TITLE: Discussion and Possible Action on Resolution 2024-02; *A Resolution Providing Authorization for Settlement Relating to Case No. CIV-20-415-RAW, Styled "In the United States District Court for the Eastern District of Oklahoma, Charles Watie, as Personal Representative of the Estate of Shawn Watie, Deceased, Plaintiff, vs. City of Sallisaw, Oklahoma, Coty Biles, and Devin Harriman, Defendants" (Settlement Conference Regarding Watie vs. City of Sallisaw)*

INITIATOR: City Attorney

STAFF INFORMATION SOURCE: City Attorney

BACKGROUND: This resolution authorizes the City of Sallisaw to settle in the case of Watie vs. City of Sallisaw, if warranted by our attorney, Scott Wood.

EXHIBITS: 1. Resolution.City.24.02

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Approval of Resolution 2024-02.

RESOLUTION 2024-02

**A RESOLUTION PROVIDING AUTHORIZATION FOR SETTLEMENT RELATING
TO CASE NO. CIV-20-415-RAW, IN THE UNITED STATES DISTRICT COURT IN
AND FOR THE EASTERN DISTRICT OF OKLAHOMA**

WHEREAS, the Honorable District Judge Ronald A. White has ordered a Summary Jury Trial with following Settlement Conference be held by Magistrate Judge Kim West relating to Case No. CIV-20-415-RAW, and styled “In the United States District Court for the Eastern District of Oklahoma, Charles Watie, as Personal Representative of the Estate of Shawn Watie, Deceased, Plaintiff, vs. City of Sallisaw, Oklahoma, Coty Biles, and Devin Harriman, Defendants”; and

WHEREAS, in order to effect any settlement which would serve the public purpose of the City in regards to said Case No. CIV-20-415-RAW, the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City, desires to authorize the Chief of Police, Terry Franklin, to fully settle all legal matters in regards to said Case No. CIV-20-415-RAW.

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

That the Chief of Police, Terry Franklin, and/or his designee, is hereby authorized to attend said Summary Jury Trial with following Settlement Conference on behalf of the City of Sallisaw, Oklahoma, and further authorized to fully settle all legal matters in regards to Case No. CIV-20-415-RAW, styled “ In the United States District Court for the Eastern District of Oklahoma, Charles Watie, as Personal Representative of the Estate of Shawn Watie, Deceased, Plaintiff, vs. City of Sallisaw, Oklahoma, Coty Biles, and Devin Harriman, Defendants”.

ADOPTED THIS 12th day of February, 2024, at a regular 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]

ADMINISTRATIVE REPORTS

Meeting Date:	February 12, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events

February 13, 2024: City elections for Ward 2 and Ward 4.

March 11, 2024: BOCC regular meeting.

April 21-23, 2024: MESO Public Power Conference, Norman, OK

Open Employment Positions

Equipment Operator III - Street Department (2)

Mechanic I or II - Fleet Maintenance

Wastewater Treatment Operator - Wastewater Treatment Plant

City Manager Reports

City staff has finalized our review of the AMI project. The items related to this project will be on this month's SMA agenda, as well as future agendas as the documents are ready. This is a very important project for the city, in it allows us to change our electric and water meters to AMI meters, which will make operations and data gathering more efficient. This project also prepares us for implementing time of use electric rates in the future.

We recently held a pre-construction meeting for Highway 59 North. The contractor is scheduled to begin work the week of February 5. With recent changes to Oklahoma state law, ODOT will now cover 100% of the Highway 59 project. This also includes reimbursement of the materials purchased by the SMA. Items related to this have been placed on the February 12, 2024 SMA agenda.

Preparations for the FY 24/25 budget will begin March 8, with budget packets going out to all department supervisors.

City staff continue discussions with GRDA regarding their announced electric rate increases.

We have also begun discussions with our rate consultant to update our revenues and expense allocations that go into our rate base. We have also asked our consultant to look at our water and wastewater rates. This is the first time we have asked an outside consultant to review water and wastewater rates, so we are interested in what she comes back with.

Economic Development

Economic development activities have kept staff very busy. Development continues on Kerr across from Braums. We are also responding to many other inquiries.

The purchase of SLPT by Millison continues on path. City staff have been in contact with Millison, offering any assistance needed.

The Veterans Facility remains on track to open before the end of the year.

Landfill Items

Bid packets are being sent out for Landfill Cell 8A. Bids will be opened on March 1 at 10:00 am.

City staff continues to work with our consultant on the landfill jurisdictional determination we have submitted to the Corps of Engineers. The Corps of Engineers submitted their AJD conclusions to the EPA last week. We were told the EPA then elevated our project to EPA headquarters in Washington. This is due to their struggle to make determinations based on the recent Sackett Supreme Court case decision. At this time, we are still unsure as to what mitigation will have to take place at the landfill before Phase II can be started. We are not sure how long the EPA will take to review our case. We are told other cases are taking up to 60 days for review.



