BOARD OF CITY COMMISSIONERS
REGULAR MEETING

March 11, 2024

6:00 P.M.

COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955

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 February 12, 2024

    (b) Invoice Paid Report for February 2024

    (c) Mayor's Reappointment of Matt Duke to the Sallisaw Planning Commission for a Three (3) Year Term, Ending April 2027

5. **Discussion and possible action on any item removed from the consent agenda**

6. **Presentation of Oklahoma Municipal League's 25-Year Service Award to Daron F. Harrison, and Blakely Smith, Jr**

7. **Discussion and possible action on official election results received from the Sequoyah County Election Board for the February 13, 2024, election**

8. **Discussion and possible action on audit engagement letters with FSW&B, CPA's PLLC, of Stillwater, Oklahoma, for Fiscal Year 2023 audit services and landfill calculations**

9. **Discussion and possible action on purchase order no. 100869, issued to DBT Transportation Services, LLC of Houston, Texas, *in an amount not to exceed $102,000*, for replacement of the AWOS at the Sallisaw Municipal Airport.**

10. **Discussion and possible action on purchase order no. 100870, issued to Barry's Electric, Heat and Air, LLC of Sallisaw, Oklahoma, in the amount of $1,800.00 for electrical work on the AWOS at the Sallisaw Municipal Airport**

11. **Discussion and possible action on Change Order No. 1, in the amount of $9,000.00, RW & Son Pipeline Construction, Inc.; Sanitary System Improvements - Country Club**

12. **Discussion and possible action on the evaluation of Tom Haning, Fixed Base Operator (FBO), by Sallisaw Airport Advisory Board**

13. **Discussion and possible action on Planning Commission Case No. PC 2024-001; rezoning request from Residence District (R-2) to High Density Housing District (RT-2) by JM Bailey Properties, LLC.; and Ordinance 2024-02 with emergency clause**

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: MARCH 8, 2024

Time: **9:20 A.M.**

KIM JAMISON

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

FEBRUARY 12, 2024

The Board of City Commissioners met in a regular meeting on February 12, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing to KXMX; by posting at city hall on February 9, 2024, at 11:00 A.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
	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
	Keith Miller,	Building Development Director
	Ben Spyres,	Computer Technican
	Chris Carter,	Senior Code Inspector
	Clint Smith,	IT Manager
	Terry Franklin,	Police Chief
	Caleb Dotson,	Patrolman
	Kenny Shakingbush,	Interim Superintendent - Street
	Bryan Hyler,	Interim Crew Leader - Street
	Gene Martin,	Superintendent - Equipment Services

Others present: Lynn Adams; Lenora Skelton; Randy Nelson; Chris Bryom; Steven Hatcher; Bryan Debban; Brad Hamilton; J.W. Fleetwood; Others Unidentified.

1. **Meeting Called to Order**

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

2. Declaration of a Quorum

A quorum was declared present.

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

None.

4. Possible Action on Consent Agenda

a Regular Minutes of January 8, 2024

b Invoice Paid Report for January 2024

Motion was made by Lowe, seconded by Bailey, for approval of the consent agenda. Vote: Lowe aye; Bailey aye; Peerson aye; Mendiola aye. Motion carried 4-0.

5. Discussion and Possible Action on Any Item Removed from the Consent Agenda

None.

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

Motion was made by Peerson, seconded by Lowe, for approval of the Interlocal Agreement with the Oklahoma Department of Aerospace and Aeronautics. Vote: Peerson aye; Lowe; Aye; Bailey Aye; Mendiola aye. Motion carried 4-0.

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

Motion was made by Peerson, seconded by Lowe, for approval of a request to purchase one Caterpillar Wheel Loader, Model #926 in the amount of $209,563.00. Vote: Peerson aye; Lowe aye; Bailey aye; Mendiola aye. Motion carried 4-0.

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

   Motion was made by Lowe, seconded by Peerson, for approval of Resolution 2024-01. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye. Motion carried 4-0.

9. **Discussion and Possible Action on Request of the Vacation of the Plat of 59 South Addition by QuikTrip Corporation**

   Motion was made by Bailey, seconded by Lowe, for approval to vacate the plat of 59 South Addition. Vote: Bailey aye; Lowe aye; Peerson aye; Mendiola aye. Motion carried 4-0.

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

    Motion was made by Lowe, seconded by Peerson, for approval of Planning Commission Case No. PC 2024-002; Plat Presentation of QuikTrip No. 7017. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye. Motion carried 4-0.

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)**

    Motion was made by Bailey, seconded by Peerson, to convene in executive session for the reason stated. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye. Motion carried 4-0.

12. **Possible Action to Reconvene to Regular Session**

    Motion was made by Bailey, seconded by Peerson, to reconvene to regular session. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye. Motion carried 4-0.

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**

    Motion was made by Bailey, seconded by Lowe, to name Terry Franklin, Chief of Police, to represent the City of Sallisaw at the Settlement Conference in Watie vs. City of

Sallisaw. Vote: Bailey aye; Lowe aye; Peerson aye; Mendiola aye. Motion carried 4-0.

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)***

Motion was made by Bailey, seconded by Peerson, for approval of Resolution 2024-02. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye. Motion carried 4-0.

15. Receive Update on Economic Development and Grant Activities

The City Manager gave an update, for informational purposes only.

16. Receive Update on Current and Future Projects

The Building Development Director gave an update, for informational purposes only.

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

The Finance Director gave an update, for informational purposes only.

18. Administrative Reports

Administrative notes from Keith Skelton. We had a demonstration on parks camping software to be utilized for reservations at Brushy. Payments can be made at time of reservations, so that would allow us to do away with cash payments. We could also utilize the software for kayak rentals and other types of rentals. We have also been looking at a Brushy Lake T-shirt design. He noted that Randy and Lahoma continue to do a great job as hosts. Everything is going well at Brushy.

19. 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 6:51 p.m.

Approved this **11th** day of **March 2024**.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	25-Year Service Award

ITEM TITLE: Presentation of Oklahoma Municipal League's 25-Year Service Award to Daron F. Harrison, and Blakely Smith, Jr

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: At the beginning of each year, the Oklahoma Municipal League recognizes municipal employees across the state of Oklahoma who have completed 25 years of service during the previous year. They began their careers as follows:

Harrison - 04/08/1998
Smith - 10/09/1998

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: N/A

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	February 13, 2024, Official Election Results

ITEM TITLE: Discussion and possible action on official election results received from the Sequoyah County Election Board for the February 13, 2024, election

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: The official election results for February 13, 2024, have been received from the Sequoyah County Election Board. Results now need to be acknowledged by the Board of Commissioners. The new term for Ward 2 and Ward 4 Commissioners will begin at 12:00 noon on Monday, April 15, 2024.

EXHIBITS: 1. Official Certificate of Votes

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Acknowledge February 13, 2024, election results.

OFFICIAL CERTIFICATE OF VOTES
SEQUOYAH COUNTY, OKLAHOMA
FEBRUARY 13, 2024

CITY OF SALLISAW
FOR COMMISSIONER WARD 4 CITY OF SALLISAW

Precinct	BRAD HAMILTON	JEANNIE LYNN RICHARDSON
SEQUOYAH COUNTY PCT 680205	0	0
SEQUOYAH COUNTY PCT 680301	0	0
SEQUOYAH COUNTY PCT 680302	3	2
SEQUOYAH COUNTY PCT 680303	64	61
Total:	**67**	**63**

SEQUOYAH COUNTY ELECTION BOARD CORPORATE SEAL OKLAHOMA

WE, THE DULY APPOINTED MEMBERS OF THE SEQUOYAH COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 2/13/2024. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SALLISAW, OKLAHOMA, THIS 16th DAY OF FEBRUARY, 2024.

Gary Barr
CHAIRMAN

Bruce Fabor
VICE-CHAIRMAN

Cindy Osborn
SECRETARY

POST-PROVISIONAL

OFFICIAL CERTIFICATE OF VOTES
SEQUOYAH COUNTY, OKLAHOMA
FEBRUARY 13, 2024

CITY OF SALLISAW
FOR COMMISSIONER WARD 2 CITY OF SALLISAW

Precinct	JOSH BAILEY	STEVEN HATCHER
SEQUOYAH COUNTY PCT 680203	0	0
SEQUOYAH COUNTY PCT 680204	36	30
SEQUOYAH COUNTY PCT 680205	22	22
SEQUOYAH COUNTY PCT 680302	0	0
Total:	**58**	**52**

SEQUOYAH COUNTY ELECTION BOARD CORPORATE SEAL OKLAHOMA

WE, THE DULY APPOINTED MEMBERS OF THE SEQUOYAH COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 2/13/2024. RESULTS OF SAID ELECTION ARE SHOWN ABOVE.
DATED AT SALLISAW, OKLAHOMA, THIS 16th DAY OF FEBRUARY, 2024.

CHAIRMAN

VICE-CHAIRMAN

SECRETARY

POST-PROVISIONAL

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	FSW&B, CPA's - Audit Engagement Letters

ITEM TITLE: Discussion and possible action on audit engagement letters with FSW&B, CPA's PLLC, of Stillwater, Oklahoma, for Fiscal Year 2023 audit services and landfill calculations

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: Due to unforeseen circumstances, FSW&B has taken over our audit for FY 2023. Since they are our auditors of record now, we need to approve engagement letters for the FY 2023 Audit, ending June 30. 2023.

Title 11, Section 17-105, Oklahoma State Statutes, requires the City of Sallisaw and its related entities to complete a yearly audit of its financial statements. Audit for the prior fiscal year must be completed and filed with the Oklahoma State Auditor's office within six months of the close of the fiscal year. The objective of the audit is for the Auditor to express an opinion on whether the City's financial statements are fairly presented and that they conform to generally accepted accounting procedures and regulations. Audit will be conducted in accordance with generally accepted auditing standards. The city will be subject to a Single Audit again this year, due to the amount of federal grant funds we have received.

Proposed Professional Fee for Audit will not exceed $29,500.
Proposed Professional Fee for Landfill Calculations is $1,000.
Proposed Professional Fee estimate for Single Audit is $6,500 to $6,750.

EXHIBITS:
1. Sallisaw AUP Engagement Letter - 2023
2. Sallisaw Engagement Letter - 2023

KEY ISSUES:

- Required audit must be completed and filed within six months of the close of the fiscal year.
- Auditor will look at items such as customer accounts, revenues received, cash disbursements, check reconciliations, debt reconciliations, general ledger journal entries, and fixed asset inventory, Auditor will review agendas, minutes, and polices, as well as inspect any bid documents issued during the fiscal year.
- Auditor will report on internal control related to the financial statements and compliance with provisions of applicable laws, regulations, contracts, and grants.

- Auditor will report on grant programs, as required by OMG Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

FUNDING SOURCE: General Fund 010-801-55507

RECOMMENDATION: Approval of audit engagement letters allowing FSW&B, CPA's PLLC, to complete Fiscal Year 2023 audit.

CERTIFIED PUBLIC ACCOUNTANTS -PLLC

December 1, 2023

City of Sallisaw, Oklahoma
PO Box 525
Sallisaw, OK 74955

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for City of Sallisaw, Oklahoma (the "City").

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by State Department of Environmental Quality (DEQ) (specified party or specified parties) to provide financial assurance for the City as of June 30, 2023 prepared in accordance with OAC 252;515-27-82 (a) through (k). This engagement is solely to assist the City in complying with the requirements of financial assurance for closure and post closure costs of a landfill. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of those parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the financial assurance. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City and DEQ. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City and DEQ, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the presentation of financial assurance that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the presentation of financial assurance, we will disclose those matters in our report.

You are responsible for the presentation of the financial assurance and that it is in accordance with OAC 252:515-27-82 (a) through (k); and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the presentation of financial assurance. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

We plan to begin our procedures once required documentation is obtained, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2023. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of financial assurance in accordance with OAC 252:515-27-82 (a) through (k).

Derrel S. White, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be $1,000.00. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be $0. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-or-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

FSW&B CPA's PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Sallisaw, Oklahoma

By: ________________________________

Title: ________________________________

Date: ________________________________

By: ________________________________

Title: ________________________________

Date: ________________________________

December 1, 2023

To City Council and Management of the City of Sallisaw, OK

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

We are pleased to confirm our understanding of the services we are to provide City of Sallisaw, OK for the year ended June 30, 2023. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Sallisaw, OK as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Sallisaw, OK's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Sallisaw, OK's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Combined or Combining Fund Financial Statements
3) Budget to Actual Schedules
4) Statements of Pension Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies City of Sallisaw, OK's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council of City of Sallisaw, OK. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Sallisaw, OK's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Sallisaw, OK's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Sallisaw, OK's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We do not anticipate providing any non-attest services as part of our engagement. In the event that we do provide some non-attest services, those non audit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 31, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide twenty five copies of our reports to City of Sallisaw, OK; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of FSW&B CPA's PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of FSW&B CPA's PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 1, 2023 and to issue our reports no later than December 31, 2023. Derrel S. White, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $$29,500 for the audit and between $6,500 and $6,750 for single audit (if required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Sallisaw, OK and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

FSW+B CPAs-PLLC

FSW&B CPA's PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Sallisaw, OK.

Management signature: ______________________________

Title: ____

Date: ____

Governance signature: _________________________

Title: ____

Date: ____

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	Replace AWOS

ITEM TITLE: Discussion and possible action on purchase order no. 100869, issued to DBT Transportation Services, LLC of Houston, Texas, *in an amount not to exceed $102,000*, for replacement of the AWOS at the Sallisaw Municipal Airport.

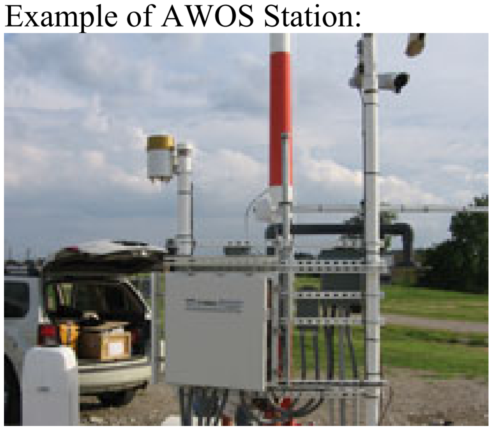
INITIATOR: City Manager

STAFF INFORMATION SOURCE: DBT Transportation Services, LLC

BACKGROUND: On January 22, 2024, the Automated Weather Observing System (AWOS) at the Sallisaw Municipal Airport was struck by lightning. As a result, the system was destroyed and must be replaced. Our claim with the insurance company has been processed. We received $70,885.60 for the loss. We also have $20,221.40 in recoverable depreciation that we can claim once the replacement is completed. Total insurance reimbursement will be $91,107.00.

Approval of this purchase order will allow us to get this replacement scheduled.

Example of AWOS Station:



Damage to Existing Station

EXHIBITS: 1. DBT Transportation_AWOS-IIIPT Outdoor Equipment Replacement Quote_Sallisaw Municipal Airport_JSV_Updated

KEY ISSUES: The AWOS must be replaced as it is a required piece of equipment for airport operations.

FUNDING SOURCE: 010-940-58802 Property Loss & Claims
General Fund Contingency

RECOMMENDATION: Approval of purchase order No. 100869 in the amount not to exceed $102,000.

DBT Transportation Services, LLC
1500 CityWest Blvd
Suite 550
Houston TX 77042

Original

SALES QUOTATION

Document Number	Document Date	Page
2684515	**03/07/2024**	**1/2**

Customer No.

OKSALLKJSV74955

Your Reference	Payment Terms
Replacement AWOS-IIIPT	**Net 30**

City of Sallisaw
115 E Choctaw
Sallisaw OK 74955

Your Contact
Michael Trosclair
303-330-7883
mtrosclair@dbttranserv.com

Delivery Address

Sallisaw Municipal Airport
1700 S. Kerr Blvd.
Sallisaw OK 74955
Keith Skelton
918-775-6241

Currency: **$**

	Description	Quantity	UoM	Price	Total
001	**Replacement AWOS-IIIPT Outdoor Equipment - Lightning Damage**				
002	**Domestic AWOS IIIPT System** Item Code: AWOS3P	**1**		**96,932.0000**	**$96,932.00**
003	**Includes the Following Items:**				
004	**AWOS Heated Ultrasonic Winds Kit** Item Code: HEAT-ULTRA	**1**			
005	**Lightning Sensor Assembly** Item Code: 6500-DC	**1**			
006	**UHF Radio Data Link Kit** Item Code: AWOSUHFDATAKIT	**1**	**ea**		
007	**UHF Frequency: 458.5125**				
008	**Obstruction Lights - Dual 810 Kit 120 volt** Item Code: M488276-00	**1**			

Subtotal: **96,932.00**

DBT Transportation Services, LLC
1500 CityWest Blvd
Suite 550
Houston TX 77042

Original

SALES QUOTATION

Document Number	Document Date	Page
2684515	**03/07/2024**	**2/2**

Currency: **$**

Subtotal: **96,932.00**

	Description	Quantity	UoM	Price	Total
009	**Packaging & Handling** Item Code: PKG	**1**			
010	**AWOS System Installation (Remove existing equipment & install new components), attend FAA System Commissioning** Item Code: Installation - AWOS	**1**			

Tax Details

Tax Code	Tax %	Net	Tax

Additional Expenses

Shipping Type: **Truck**

Quotation Subtotal:	**$ 96,932.00**
Freight:	**$ 2,375.00**
Total Before Tax:	**$ 99,307.00**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 99,307.00**

Quotation Valid Until: 04/07/2024

PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number (when applicable).

The DBT Transportation Services Standard Terms of Sales are incorporated herein by reference .

Purchaser: ______________________________

Billing Address: ______________________________

____

E-Mail Address: ______________________________

Signature: ______________________________

Title ______________________________

Purchase Order No: ______________________________

Ship to Address: ______________________________

____

____

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	AWOS Electrical Work

ITEM TITLE: Discussion and possible action on purchase order no. 100870, issued to Barry's Electric, Heat and Air, LLC of Sallisaw, Oklahoma, in the amount of $1,800.00 for electrical work on the AWOS at the Sallisaw Municipal Airport

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: This will be for the electrical work required to complete the replacement of the AWOS system that was struck by lightning.

EXHIBITS: 1. 2024-02-06_Quote_City of Sallisaw_Airpot_AWOS

KEY ISSUES: NA

FUNDING SOURCE: 010-940-58802 Property Loss & Claims

RECOMMENDATION: Approval of purchase order no. 100870 in the amount of $1,800.00

Paid:
Payment:

Barry’s Electric, Heat & Air, L.L.C.

Electrical, Mechanical, & Plumbing, Lic. #25835

PO Box 792
Sallisaw, OK 74955
barryselectricheatandair@yahoo.com
(918) 775-0948

Quote

TO:	City of Sallisaw 115 E Choctaw Ave Sallisaw, OK 74955	**DATE:** **JOB NAME:** **JOB LOCATION:**	02/06/2024 AWOS Airport

Date	Description		
02/06/24	Replace burned up panels with one 8-space outdoor panel, consolidating to one box, eight 20-amp single pole breakers. Replacing 20-amp GFCI with in-use metal cover, 10’ ground rod with new service wire to tap box.		
	Total Labor & Material		**$1,800.00**

THANK YOU FOR CHOOSING BARRY’S ELECTRIC, HEAT & AIR!

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	Change Order #1

ITEM TITLE: Discussion and possible action on Change Order No. 1, in the amount of $9,000.00, RW & Son Pipeline Construction, Inc.; Sanitary System Improvements - Country Club

INITIATOR: RW & Son Pipeline Construction, Inc
Neel, Harvell and Associates

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: There are 4 large and 1 medium trees located in the sewer trench line and must be removed. This was inadvertently not included in the bid documents. Trees are too large for city staff to remove. This increases our contract price to $213,424.00.

EXHIBITS: 1. CO #1

KEY ISSUES:

Original Contract Price	$204,424.00
Change Order #1	$ 9,000.00
New Contract Price	$213,424.00

FUNDING SOURCE: 092-704-57701 Sewer Line Improvements

RECOMMENDATION: Approval of Changer Order #1 in the amount of $9,000.00

CONTRACT CHANGE ORDER

ORDER NO. 1

DATE February 28, 2024

STATE Oklahoma

COUNTY Sequoyah

Job No: 22 - 6833

CONTRACT FOR: City of Sallisaw - Sanitary Sewer System Improvements
Country Club Estates / Fryar Drive

OWNER: City of Sallisaw

TO: RW & Son Pipeline Construction, Inc. You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Items / **Description**		
New Item #20 Tree removal and disposal - cut up, haul off, stump removal		
Four (4) big trees, one (1) medium tree		
Lump Sum		**$ + 9,000.00**
NET CHANGE IN CONTRACT		**$ + 9,000.00**

JUSTIFICATION: **Trees on top of sewer line trench**

ORIGINAL CONTRACT PRICE	$ 204,434.00
CHANGE ORDER #1	$ 9,000.00
NEW CONTRACT PRICE	$ 213,434.00

The amount of the Contract will be (Decreased) (Increased) By The Sum Of
Nine Thousand Dollars and 00/100 **($ 9,000.00)**

The Contract Total including this and previous Change Orders Will Be:
Two Hundred Thirteen Thousand Four Hundred Thirty Four and 00/100 ($213,434.00)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): **3 days**

This document will become a supplement to the contract and all provisions will apply hereto.

Requested ______________ (Owner) 3/4/2024 (Date)

Recommended Scott Neal (Project Manager) 3-1-2024 (Date)

Accepted ______________ (Contractor) 3-1-24 (Date)

RW & SON PIPELINE CONST. INC

PO BOX 180952
FORT SMITH AR 72918

Bid

Date	Estimate #
2/26/2024	263

Name / Address
City of Sallisaw. 115 E. Chickasaw Ave. Sallisaw, Ok 74955

Project

Description	Qty	Rate	Total
This is a bid to remove 4 big trees and one medium tree on Fryar Drive that is in the sewer right of way that need to come down for the project for the lump sum of $9,000.00.	1	9,000.00	9,000.00

Subtotal	$9,000.00
Sales Tax (6.0%)	$0.00
Total	$9,000.00

Phone #	Fax #	E-mail
479-255-6033	479-668-4758	elisha@rwpipeline.com

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	Evaluation of FBO

ITEM TITLE: Discussion and possible action on the evaluation of Tom Haning, Fixed Base Operator (FBO), by Sallisaw Airport Advisory Board

INITIATOR: Sallisaw Airport Advisory Board

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: At their regular meeting, on February 24, 2024, the Sallisaw Airport Advisory Board conducted an annual review and evaluation of the airport's FBO operations. The Advisory Board feels that Mr. Haning continues to exceed expectations and that he and his operations add value to the Sallisaw Municipal Airport (KJSV). Their recommendation is that the City of Sallisaw renew Mr. Haning's FBO contract for the upcoming Fiscal Year 2025

For the contract renewal, the City Manager and Mr. Hanning will discuss the FBO contract prior to the June BOCC meeting.

EXHIBITS: 1. Evaluation of FBO

KEY ISSUES: None

FUNDING SOURCE: General Fund

RECOMMENDATION: Acknowledge Sallisaw Airport Advisory Board's evaluation of FBO Haning and recommend that the City Manager negotiate with Mr. Haning on a new FBO contract for FY 2025.

Built on pride,
dedicated
to excellence

A Public Power
Community

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

MEMO

February 26, 2024

To: **Keith Skelton, City Manager**
City Council

From: **Gary Schaefer, Airport Advisory Board Chairman,**

Re: **Evaluation of Sallisaw Fixed Base Operator Tom Hanning**

The Sallisaw Airport Advisory Board (SAAB) has conducted its annual review and evaluation of Mr. Tom Haning in his role as the contracted Fixed Based Operator (FBO). Mr. Haning continues to exceed the expectations of this board, and he and his operation add value to the Sallisaw Municipal Airport (KJSV). The SAAB finds that Mr. Haning operates within the requirements set forth by the FAA, ODAA, and the City of Sallisaw Code of Ordinances to protect the health, safety, and interest of both the City of Sallisaw and KJSV. Mr. Haning continues to establish relationships within the field of aeronautics and has been instrumental in increasing the number of operations that are performed at KJSV. Mr. Tom Haning has been key in the promotion and development of the airport and the services that are offered therein. This board recommends the continued employment of Mr. Haning's service as the Sallisaw FBO for the upcoming year.

Gary Schaefer

AGENDA ITEM COMMENTARY

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	Rezoning Request from Residence District (R-2) to High-Density Housing District (RT-2) by JM Bailey Properties, LLC.

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC 2024-001; rezoning request from Residence District (R-2) to High Density Housing District (RT-2) by JM Bailey Properties, LLC.; and Ordinance 2024-02 with emergency clause

INITIATOR: Josh Bailey, President of JMBailey Properties, LLC

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: Josh Bailey, President of JM Bailey Properties, is requesting a rezoning from Residence District (R-2) to High-Density Housing District (RT-2). The property is located on East Turner Avenue, also located at the West end of Jay Reynolds Park. The intent is to construct multiple single family tiny homes. Planning Commisison considered the rezoning at their March 5th meeting and recommended approval.

EXHIBITS:
1. PC2024-001 Rezoning Application
2. PC2024-001 Newspaper map
3. PC 2024-001 Notice of Hearing
4. 2024.02.Rezoning Request.JM Bailey Properties LLC

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION:
1. Approval of rezoning from R-2 to RT-2; Ordinance 2024-02.
2. Approval of emergency clause.

PC2024-001

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District __________
Lot 1, 2, 3, 4, 5, 6 and 7 Fairview, an Addition to the City of Sallisaw

General Location West end of Splash Pad (east tunnel)
(Street Address)

Present Use of Property Residential

Proposed Use of Property High Density Residential

Record Owner of Property Jim Bailey Properties LLC

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

☒ agent for, ________ ☐ other ________

Are there any Private or Deed Restrictions controlling the use of this property? None

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

Signed [signature] President Address 404 Monarch Pass
Phone ________ Sallisaw OK 74955

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: ________ Date ________

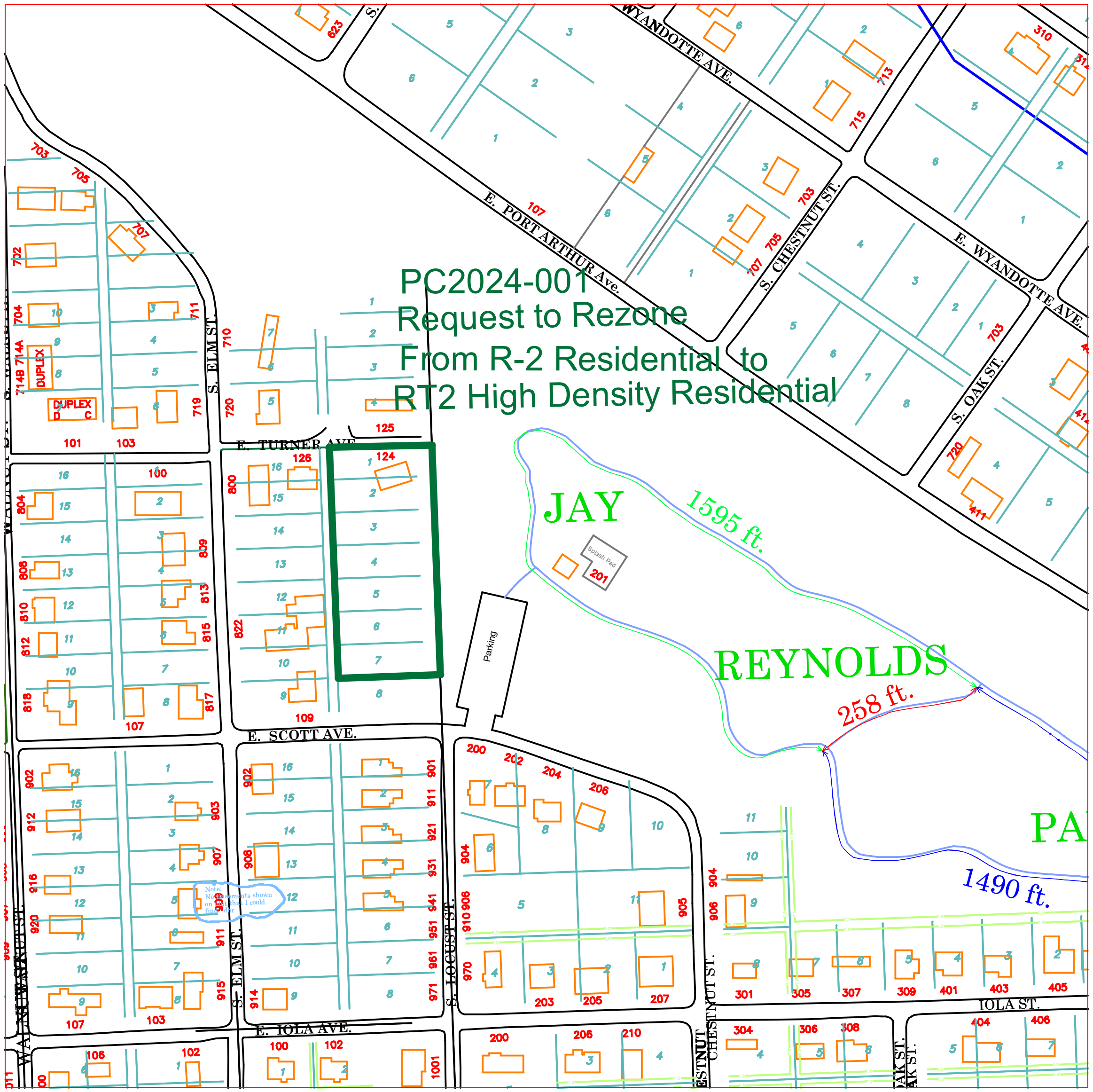
Application No.: ________ Requested: ________

Fee Receipt: ________ P.C Recommendation: Approval ____ Denial ____

City Council: ________ Date: ________

Date: ________

Ordinance No.: ________


PC2024-001
Request to Rezone
From R-2 Residential to
RT2 High Density Residential
JAY
REYNOLDS
1595 ft.
258 ft.
1490 ft.
E. PORT ARTHUR Ave.
E. WYANDOTTE AVE.
S. CHESTNUT ST.
S. OAK ST.
S. ELM ST.
E. TURNER AVE.
E. SCOTT AVE.
S. LOCUST ST.
E. IOLA AVE.
IOLA ST.
Parking
DUPLEX

<u>NOTICE OF PUBLIC HEARING</u>
<u>ON APPLICATION FOR REZONING</u>

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

Lots 1, 2, 3, 4, 5, 6 & 7, Block 15 Fairview Addition to the City of Sallisaw

has filed with the Sallisaw Planning Commission a written application # **<u>PC 2024-001</u>** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to ***<u>rezone from Residence District (R-2) to High Density Housing District (RT-2)</u>***.

The undersigned will present said application to the Sallisaw Planning Commission on **<u>February 6, 2024</u>**, at **<u>113 N. Elm</u>, <u>beginning at 5:30 pm</u>**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this <u>17th</u> day of <u>January, 2024</u>.

By: **JMBailey Properties, LLC**
Owner(s)

Or By: Josh Bailey, President
Agent

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

Bill To:

JMBailey Properties, LLC
404 Monarch Pass
Sallisaw, OK 74955

ORDINANCE NO. 2024-02

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

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

SECTION 1.

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

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

> Lots 1, 2, 3, 4, 5, 6 & 7, Block 15, Fairview Addition to the City of Sallisaw, Oklahoma;

be and the same is hereby changed from R-2 to RT-2 District, which is owned by JM Bailey Properties, LLC, Josh Bailey, President.

SECTION 2.

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

APPROVED this 11th day of March, 2024.

CITY OF SALLISAW, OKLAHOMA

By: ______________________________
ERNIE MARTENS, Mayor

ATTEST:

____
KIM JAMISON, City Clerk
[SEAL]

ADMINISTRATIVE REPORTS

Meeting Date:	March 11, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events
March 13: GRDA Board Meeting
March 20: RFP Opening for FY 2024 Audit Services, 10:00 am
March 20: Bid Opening South Cedar Tree Removal and Easement Cleaning, 10:30 am
March 26: SMA Special Meeting, 2:00 pm. Review of Utility Rates
April 8: BOCC Regular Meeting
May 13: BOCC Regular Meeting
May 21 & 22: Budget Retreat City Council and City Staff

City Manager Reports
Throughout the last month, city staff has remained very busy with projects and getting ready to enter the budget process for FY 2025. We have various meetings scheduled throughout March to review health insurance and utility rates.

Business Permits: As of this agenda, we have issued 251 business permits. These businesses have registered with the city as doing business inside the city limits. This provides us with very valuable information as we will soon begin to sort the businesses into types for more economic development data.

The City recently worked with the American Legion Carnie Welch Post 27 on the relocation of flag poles and new military flags at the cemetery. This project was completed around February 14.

City staff continues to review GRDA's upcoming rate adjustments. We have had several meetings with our rate consultant to prepare the needed changes for our end. At the last GRDA meeting, the customer group requested that any GRDA adjustments be delayed until at least September 2024. We have scheduled a special SMA meeting with the SMA Board, city staff, and our rate consultant to review our electric, water, and wastewater rates.

Our first meeting with the FOP is scheduled for March 12. This will kick off our negotiations for the FY 2025 CBA.

ODEQ Consent Order23-256: On March 1, 2024, we submitted a letter to ODEQ requesting they rescind Consent Order 23-256 (Copper limits at the WWTP). We have asked that this be reviewed as soon as possible due to the possibility of it interfering with our OWRB loan. I have been assured by ODEQ that they have contacted OWRB about our OWRB loan.

City Projects
CITY AMI METER PROJECT: The OWRB did not accept our use of GRDA's RFP process for the water meters. We issued a bid for AMI water meters on March 6, with opening on March 29th at 10:00 am. We are still on track to be considered for the OWRB grant, and have been

assigned OWRB loan number ORF-25-0017-CW.

Contractors have started work on electric and fiber relocation on Highway 59 North. We have also submitted claim forms to ODOT for reimbursement of electric and fiber materials we purchased for the project. As a reminder, ODOT is now responsible for 100% of the relocation costs due to a change in state law.

The roof project at the police department is complete, and the project has been closed out.

Fryar Drive Sewer Line Project

City Operations


CITY OF SALLISAW
OKLAHOMA

Angelia G. Folks
CWO2, USN, (Ret.)
Attorney-at-Law

February 23, 2024

Mayor Ernie Martin
Sallisaw City Hall

Dear Mayor:

On December 20, 2023, fellow members of the American Legion Carnie Welch Post 27 and I met with Lee Risly and his crew to discuss moving the military flags at the Sallisaw Cemetery away from the pavilion. Flags were being torn up quickly blowing against the roof of the pavilion and pulling shingles off the roof.

We wanted to ensure that when we moved the flagpoles, we would put them in a suitable place to accommodate cemetery upkeep. Lee said that shouldn't be a problem and that he would speak to the necessary people for approval. It was our intention to pay for the flagpole/flag replacement. We only wanted the poles to be moved by our Memorial Day observation.

On February 14, 2024, Lee called me to say flagpoles/flags were up at the cemetery and flying proudly. The City of Sallisaw provided the new flagpoles and moved them at no cost to our post.

Our post could not be more appreciative of Keith Skelton, Lee Risly, and his crew for their excellent and exceptionally fast work. We are so grateful.

Please personally thank all those who did the work to beautify our cemetery and honor our military. They did Sallisaw Proud.

Sincerely,

Angelia G Folks

Angelia G. Folks
American Legion Carnie Welch Post 27
Judge Advocate