

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

April 8, 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. Installation of Josh Bailey, Commissioner Ward 2 and Brad Hamilton, Commissioner Ward 4**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Possible action on consent agenda**
 - (a) Regular minutes of March 11, 2024
 - (b) Invoice paid report for March 2024
- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Discussion and possible action on Resolution 2024-03; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements***
- 8. Discussion and possible action on Resolution 2024-04; *A Resolution Authorizing Participation in the OMAG Recognition Program***

- 9. Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPAs and Advisors, Clinton, Oklahoma, for consulting services related to financial matters of the City of Sallisaw**
- 10. Discussion and possible action on Audit Engagement Letters with Jana A. Walker, CPA, PLLC, of Woodward, Oklahoma, for Fiscal Year 2024 Audit Services and Landfill Calculations**
- 11. Discussion and possible action on Purchase Order No. 101170, issued to Gridshift Solutions, LLP of Edmond, Oklahoma, in the amount of \$157,728.00 for the purchase and installation of 48 fiberglass direct bury solar lights for the Sequoyah Walking Trail at the Sallisaw Sports Complex**
- 12. Discussion and possible action on Purchase Order No. 101171, issued to TLS Group, Inc (SignalTek) of Oklahoma City, Oklahoma, in the amount of \$29,900.00 for a detection system for the traffic light located at the intersection of Cherokee Avenue and Choctaw Avenue**
- 13. Discussion and possible action on Purchase Order No. 101172 issued to Vista Com, *in an amount not to exceed \$38,000.00* for the purchase of an Eventide DX Recorder for the Police Department**
- 14. Discussion and possible action on Purchase Order No. 101173, issued to Haynes Equipment Co. of Oklahoma City, Oklahoma, in the amount of \$39,624.00 for the purchase of SCADA computer software upgrade for the Water Treatment Plant**
- 15. Discussion and possible action on Purchase Order No. 101179, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$65,261.90 for the purchase of one (1) 2024 Ram 2500 Crew Cab 4x4 with utility bed for the Water/Sewer Department**
- 16. Discussion and possible guidance to staff on proposed changes to Chapter 10, Animals, of the Sallisaw City Code of Ordinances**
- 17. Acknowledge the transfer of surplus property from the Oklahoma Department of Transportation to the City of Sallisaw; Part of Parcel 64; NW/4, Section 28, T12N, R24E, Sequoyah County, Sallisaw, OK**

- 18. Discussion and possible action to accept bids for the South Cedar Tree Removal and Easement Cleaning (West Side), and award of contract to Greenbelt Turf Management, LLC of Wilson, OK, in the amount of \$44,000.00**
 - (a) Acceptance of bids received
 - (b) Award of Contract to Greenbelt Turf Management, LLC
- 19. Discussion and possible action to award a contract to Greenbelt Turf Management, LLC of Wilson, Oklahoma, in the amount of \$44,000.00, for tree removal and easement clearing along the east side of South Cedar**
- 20. Discussion and possible action on staff's request to invest a General Fund Certificate of Deposit with Local Bank for 280 days at 5.47% interest**
- 21. Receive Presentation of FY 2023 Audit from FSW&B, CPAs PLLC**
- 22. Discussion and possible action to enter Executive Session as Authorized by Title 25 O.S., § 307(B)(3) to discuss possible purchase of real property**
- 23. Possible motion to reconvene to regular session**
- 24. Discussion and possible action on any action or direction pursuant to executive session**
- 25. Receive update on economic development and grant activities**
- 26. Receive update on current and future projects**
- 27. Receive update on the financial status of the city and activities of the finance department**
- 28. Administrative reports**
- 29. Adjourn**

Posted: **APRIL 5, 2024**

Time: **10:30 A.M.**

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MARCH 11, 2024

The Board of City Commissioners met in a regular meeting on March 11, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on March 8, 2024, at 9:20 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Dale Chew, Jamie Phillips, Jessica Robertson, Blakely Smith,	City Manager City Attorney City Clerk Director of Finance Economic Development Director Computer Technician Senior Code Inspector IT Manager Patrolman Superintendent - Solid Waste Business Support Manager Superintendent - Electric

Others present: Lynn Adams; Deanna Smith; Katie Horton; Paisley Armstrong; Steven Armstrong; Lenora Skelton; Nick Degrand; Jeannie Richardson; I Richardson; Jonathon Richardson; Steve Smith; Susan Smith; Brad Hamilton; Others Unidentified.

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Discussion and possible action on removal of any item from the consent agenda

Motion was made by Bailey, seconded by Peerson, to remove item (a) from the consent agenda. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

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

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

Commissioner Bailey's vote on Item 7 of the February 12th minutes was incorrect, his vote was naye. Motion was made by Bailey, seconded by Peerson, to approve the minutes with the correction to Commissioner Bailey's vote on Item 7 of the February 12th minutes. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

The City Manager made presentation to Blakely Smith for his 25 year service award from Oklahoma Municipal League. Daron Harrison wasn't able to attend the meeting.

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

Motion was made by Mendiola, seconded by Peerson, to acknowledge the election results for the February 13, 2024 election. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Peerson, for approval of the audit engagement letters with FSW&B, CPA's PLLC for FY 2023 audit. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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.

Motion was made by Mendiola, seconded by Bailey, for approval of purchase order no. 100869 *in an amount not to exceed \$102,000.00*. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Peerson, seconded by Bailey, for approval of purchase order no. 100870 in the amount of \$1,800.00. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Peerson, seconded by Mendiola, for approval of Change Order No. 1 in the amount of \$9,000.00, RW & Son Pipeline Construction, Inc. Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Mendiola, to acknowledge the evaluation of FBO and recommend the City Manager negotiate the FY 2025 FBO contract. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Peerson, for approval of Planning Commission Case No. PC 2024-001 and Ordinance 2024-02. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey abstain; Martens aye. Motion carried 4-1. Motion was made by Mendiola, seconded by Peerson, for approval of the emergency clause. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey abstain; Martens aye. Motion carried 4-1.

14. Receive update on economic development and grant activities

Update given, for informational purposes only.

15. Receive update on current and future projects

Update given, for informational purposes only.

16. Receive update on the financial status of the City and activities of the Finance Department

Update given, for informational purposes only.

17. Administrative reports

Administrative reports: Mr. Skelton mentioned the RFP and/or Bids opening that were coming up. He reminded the board of the special meeting on March 26th. Budge work has started. To date, we have issued 251 business permits. He noted that we worked with Carney Welch on moving the flags at the cemetery. He noted that we would have to request bids for the AMI water meter project as OWRB did not accept the bids that GRDA received. Discussed animal ordinance; cemetery lights, the new water aquatic facility; opening the old pool for the summer.

18. Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 6:40 p.m.

Approved this **8th** day of **April 2024**.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Public Notice of Codification of Ordinances

ITEM TITLE: Discussion and possible action on Resolution 2024-03; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements*

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: Approval of Resolution 2024-03 will give public notice of the current codification of ordinances of the City of Sallisaw, up to and including January 8, 2024; **Supplement No. 27**

EXHIBITS: 1. City.Resolution 24.03.Penal Ordinance

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2024-03

RESOLUTION 2024-03

A RESOLUTION APPROVING AND ADOPTING THE PUBLICATION OF THE PENAL ORDINANCES WITH SUPPLEMENTS

WHEREAS, 11 Oklahoma Statutes, Section 14-109, requires that each municipality shall publish penal ordinances and biannual supplements; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that the municipality adopt a resolution notifying the public of the publication of the penal ordinances and biannual supplements and that a copy of the resolution be filed in the office of the County Clerk; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that one copy of the permanent volume of ordinances and of the penal supplements be deposited in the County Law Library; and

WHEREAS, the City of Sallisaw, Oklahoma, has adopted and does hereby adopt the Sallisaw City Code, 2004, which includes all ordinances and parts of ordinances of a permanent and general nature passed prior to December 13, 2004 and in effect at the time such Code was adopted, and the City of Sallisaw, Oklahoma, has adopted numerous ordinances during the period of time from December 13, 2004 through January 8, 2024, which have now been placed into the loose-leaf Code of Ordinances of the City of Sallisaw.

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

SECTION 1.

The public will take notice that the City of Sallisaw, Oklahoma, has adopted and published the Sallisaw City Code, 2004, and adopted and published supplements to the Sallisaw City Code, which code and supplements cover the Ordinances of the City of Sallisaw up to and including January 8, 2024.

SECTION 2.

That three copies of said Sallisaw City Code, as supplemented to January 8, 2024, are kept in the office of the City Clerk of the City of Sallisaw, Oklahoma, for public use, inspection and examination. The City Clerk also has copies of said Sallisaw City Code, as supplemented to January 8, 2024, for sale.

SECTION 3.

The Sallisaw City Code, as supplemented to January 8, 2024, may also be viewed online at www.sallisawok.org.

SECTION 4.

That a copy of this Resolution shall be filed in the office of the County Clerk of Sequoyah County, Oklahoma.

SECTION 5.

One copy of said Sallisaw City Code, as supplemented to January 8, 2024, shall be filed with the County Law Library, Sequoyah County Courthouse, Sallisaw, Oklahoma.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA,
this 8th day of April, 2024.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: OMAG Recognition Program

ITEM TITLE: Discussion and possible action on Resolution 2024-04; *A Resolution Authorizing Participation in the OMAG Recognition Program*

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: The OMAG Recognition Program is available to members with active coverage through the OMAG Municipal Liability Protection Plan (MLPP). The Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment. Members who gain OMAG Recognition are awarded a check in an amount based on the member's premium charged for the plan year. OMAG launched this program a several years ago and the City of Sallisaw has participated from its inception. Council members have completed the required assessment, online training, and reviewed the declarations page. Staff and the City Attorney has reviewed the council handbook and found no amendments are needed. Following approval, the City Clerk will submit the resolution to OMAG, certifying participation.

EXHIBITS: 1. 2024-04 Recognition Program

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2024-04.

RESOLUTION NO. 2024-04

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE
OMAG RECOGNITION PROGRAM**

WHEREAS the City of Sallisaw, Oklahoma believes the best run municipalities have fewer liability claims and the claims they have, place fewer demands on municipal resources; and

WHEREAS, the City of Sallisaw participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is the City of Sallisaw's provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has reviewed their previously adopted governing body handbook and found no updates were needed, and that the handbook reflects the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the City of Sallisaw is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, be it resolved by the Board of Commissioners of the City of Sallisaw, Oklahoma that the City of Sallisaw requests it be considered for participation in the OMAG Recognition Program.

ADOPTED by the Board of Commissioners of the City of Sallisaw, Oklahoma on this 8th day of April, 2024, after full compliance with the Oklahoma Open Meeting Act.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Agreement for Professional Services Related to Financial Matters of the City of Sallisaw.

ITEM TITLE: Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPAs and Advisors, Clinton, Oklahoma, for consulting services related to financial matters of the City of Sallisaw

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: RS Meacham, CPAs and Advisors

BACKGROUND: Changes to the Government Accountability Office (GAO) Yellow Book standards requires the city to prepare end of year financial statements or contract with a consultant to prepare statements for review by an independent auditor. Staff recommends RS Meacham for this consulting role where they will assist us in preparing end of year financial statements for an independent auditor. In addition, RS Meacham will also provide consulting services related to accounting and how we account for the various transactions of the city.

EXHIBITS: 1. Sallisaw Consulting Eng Letter FY24

KEY ISSUES: Fees for these services, for the year ending June 30, 2024, will not exceed \$25,000. Other services or supplemental projects not included in the scope of services listed will be provided at standard hourly rates ranging from \$50 to \$200 per hour. Any fees associated with additional services will be pre-approved by the city.

Services provided under this agreement include:
General accounting and work-paper preparation.
Annual financial statement preparation.
Annual financial statement audit coordination
General advisory assistance and technical support.

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of the agreement.



801 Frisco, Clinton, OK 73601
580.323.1766 | 580.323.1768 fax

**Members of American
Institute of Certified
Public Accountants**

**Members of Oklahoma
Society of Certified
Public Accountants**

March 15, 2024

To the Honorable Mayor and City Commission
City of Sallisaw, Oklahoma

To the Board of Directors
Sallisaw Municipal Authority

We are pleased to have the opportunity to continue to serve the City of Sallisaw, OK (the "City"), along with its related entity the Sallisaw Municipal Authority, in the role of accounting consultant. We look forward to a continuation of our existing relationship by being an integral resource for the City and Commission regarding financial matters identified within this engagement letter. The purpose of this letter is to better meet your expectations of service from our Firm by clearly identifying the specific services and terms of our engagement.

Scope of Services

General Accounting and Workpaper Preparation

We will prepare the revenue and expense accruals for the year ended June 30, 2024. This work will include tax accruals, utility billing receivables, accounts payable, accrued interest payable, debt reconciliations, and payroll related accruals, including salary, vacation, and taxes payable, as well as GASB 68 related entries.

Annual Financial Statement Preparation

We will compile, from information you provide, financials in accordance with GASB 34 requirements for the City and the Sallisaw Municipal Authority (the "SMA") for the year ended June 30, 2024. We will draft the audit report in accordance with the requirements stated in GASB 34, including Management's Discussion and Analysis. Along with the GASB 34 financial report, we will prepare the audit workpapers and supporting schedules necessary for the external audit firm to complete the fiscal year 2024 audit.

Annual Financial Statement Audit Coordination

We will serve as the primary contact for the City during the external financial statement auditor in all matters related to financial statement presentation. We will also assist in resolving any dispute related to interpretation, entries, classification of funds and any other matter that the City staff request assistance.

General Advisory Assistance and Technical Support:

We will be available to provide assistance on an on-going basis as advisory or technical questions arise. We will be available for on-site visits at the request of City management.

City's Responsibilities

The City is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and 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.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. 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, (2) additional information that we may request for the purpose of the audit.

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 or illegal acts 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 entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

RSMeacham's Responsibilities

We will conduct our services in accordance with applicable professional standards of the American Institute of CPAs (AICPA) and Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our engagement cannot be relied on to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Fees for Service

Our fees for the services are identified above will not exceed \$25,000. Other services or supplemental projects not included in the scope of services listed will be provided at standard hourly rates ranging from \$50 to \$200 per hour. We will review any extra services you may require and submit to you a fee estimate before we incur any additional costs. Our invoices for these fees will be rendered each month and payable on presentation. Russ Meacham, CPA, is the engagement partner and is responsible for supervising the engagement.

The term of this engagement is for the fiscal year ended June 30, 2024.

The City agrees that RSMeacham CPAs & Advisors, its partners, and employees shall not be liable to the City for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the City to RSMeacham CPAs & Advisors for the services performed pursuant to this engagement.

We appreciate the opportunity to be of service to the City, and we look forward to a successful relationship with the City of Sallisaw. Please indicate the City's acceptance of this agreement by signing in the space provided below and returning it to us.

Sincerely,

A handwritten signature in black ink, appearing to be 'RSM' with a large flourish at the end.

RSMeacham CPAs & Advisors

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

By: _____

Title: _____

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Audit Engagement Letters

ITEM TITLE: Discussion and possible action on Audit Engagement Letters with Jana A. Walker, CPA, PLLC, of Woodward, Oklahoma, for Fiscal Year 2024 Audit Services and Landfill Calculations

INITIATOR: Assistant City Manager/Director of Finance

STAFF INFORMATION SOURCE: Jana A. Walker, CPA

BACKGROUND:

Title 11, Section 17-105 of the Oklahoma State Statutes, requires the City of Sallisaw and its related entities *to complete a yearly audit of its financial statements*. The 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 conform to generally accepted accounting procedures and regulations. The audit will be conducted in accordance with generally accepted auditing standards.

We solicited Request for Proposals. The proposals were opened on March 20, 2024. We received 5 RFPs. See attached spreadsheet for list. After review of the proposals we received we recommend Engagement with Jana A. Walker, CPA, PLLC. Her fees are:

Proposed Professional Fee for Audit and Landfill Calculations in amount not to exceed \$45,000.

Proposed Professional Fee for Single Audit in amount not to exceed \$5,000.

No expectation of fees to increase for the next two years if awarded the engagement.

EXHIBITS:

1. RFP Bid Tab For Professional Auditor Services
2. Jana Walker
3. HSPG & Associates
4. Przybysz & Associates

KEY ISSUES:

- This firm's advantage over other similar firms is that Oklahoma governmental/nonprofit audits are the core of their business. Over the years, the firm has completed numerous municipal audits. This firm has a positive working relationship with our current consultants, RS

Meacham. They prioritize all audit engagements and have committed specific blocks of time to ensure the engagements are completed timely and accurately.

- The required audit must be completed and filed within six months of the close of the fiscal year.
- During the audit, the 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. The auditor will also look at city agendas, minutes and policies as well as inspect any bid documents issued during the fiscal year.
- The auditor will also report on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts and grants.
- The auditor will also report on grant programs as required by OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of the audit engagement letters with Jana A. Walker, CPA, PLLC, for Fiscal Year 2024 audit services.

RFP TAB SHEET

PROFESSIONAL AUDIT SERVICES

RFP OPENING

March 20, 2024

COMPANY	BID AMOUNT
Landmark PLC, Certified Public Accountants 3101 South 70th Street Fort Smith, AR 72903-5017 Sue Talkington 479.484.5740-Annual 3%	\$45,000-\$50,000 Includes Single Audit \$2,000-\$2,500 \$47,000-\$52,500
Przybysz & Associates CPA 4200 Jenny Lind Dr, Suite B Fort Smith, AR 72901 Marc Lux 479.649.0888 marcl@selectcpa.com-Annual 5%	\$ 32,500.00 \$ 7,000.00 \$ 1,500.00 \$ 41,000.00
BT & Co. CPAs 4301 SW Hunton Street Topeka, KS 66604 Stacey Hammond 785.234.3427 shammond@btco.cpa-Annual 5%	\$ 55,000.00 **Includes 1 Major Program \$ 2,000.00 \$ 57,000.00
HSPG & Associates, PC 5400 N Grand Blvd., Suite 330 Oklahoma City, OK 73112 Andy Cromer 405.844.9995 acromer@hspgcpas.com-Annual 4%	\$ 35,000.00 \$5,500-\$8,500 \$ 1,200.00 \$41,700-\$44,700
Jana A. Walker, CPA, PLLC 1210 19th Street Woodward, OK 73801 Jana Walker 580.334.6361 jana@janawalkercpa.com No Annual increase for 2 years	\$ 42,000.00 \$ 5,000.00 \$ 3,000.00 \$ 50,000.00
NOTES:	
Fees do not include travel expenses, copies, filings with state auditors, etc.	
**BT & Co. CPAs- \$5,000 for any additional programs	

March 11, 2024

To the City Council and Management
City of Sallisaw, Oklahoma

We are pleased to confirm our understanding of the services we are to provide City of Sallisaw, Oklahoma for the Year ending June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Sallisaw, Oklahoma as of and for the year ending June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Sallisaw, Oklahoma'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, Oklahoma's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Net Pension Liability Schedules
- 3) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Sallisaw Oklahoma'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 GAAS, and we will provide an opinion on it in a report combined with our auditor's report on the financial statements.

- 1) Combining Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and 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. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include 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*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Sallisaw, Oklahoma and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. 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, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes 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. 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls

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.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due

to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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 and *Government Auditing Standards*.

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, Oklahoma's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

Other Services

We will also provide landfill financial assurance services under a separate report for the City of Sallisaw, Oklahoma. 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.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of the services, and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for 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, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and 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 and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written 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 taken 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 and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). 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 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. 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 Scope and 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 other 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.

Engagement Administration, Fees, and Other

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.

We will provide copies of our reports to City of Sallisaw, Oklahoma; 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 Jana A Walker, CPA, 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 the 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 Jana A Walker, CPA, 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 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.

Jana A Walker, CPA, PLLC is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately March 15, 2024.

Our fee for 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 \$45,000 for the financial statement audit and \$3,000 for the Municipal Landfill DEQ Calculation. 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. 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.

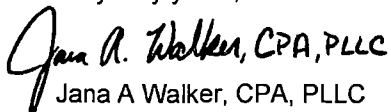
Reporting

We will issue a written report upon completion of our audit of City of Sallisaw, Oklahoma's financial statements. Our report will be addressed to City Council and Management of City of Sallisaw, Oklahoma. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. 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.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that 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 on compliance, and (2) that 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 report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Sallisaw, Oklahoma is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of Sallisaw, Oklahoma 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 attached copy and return it to us.

Very truly yours,


Jana A Walker, CPA, PLLC

Statement of Qualifications

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Responder may submit any additional information.

1. Name (Firm Name): Jana A. Walker, CPA, PLLC
2. Permanent main office address:
1210 19th Street
Woodward, OK 73801
3. When organized: _____
4. If a corporation, where incorporated: Oklahoma
5. How many years have you been engaged in the auditing business under your present firm or trade name? 7
6. General character of work performed by your company:
Attached in proposal

7. Have you failed to complete any work awarded you? NO
8. Have you ever defaulted on a contract? NO. If yes, please explain.

9. List the last five municipal governments you have performed audit services for, their contacts and date of completion.
 - a. Attached in proposal
 - b. _____
 - c. _____
 - d. _____
 - e. _____
10. Professional References. List a minimum of three (3) professional references, preferably references of clients your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. Attached in proposal
 - b. _____

- c. _____
d. _____
e. _____

11. List the main contact of your firm the City will communicate with:

- a. Name: Jana Walker
b. Phone: 580-334-6361
c. Email: jana@janawalkercpa.com

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Sallisaw in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 11th day of March, 2024.

Jana Walker
Company or Individual Name

By: Jana Walker

Title: owner

STATE OF Oklahoma)

) ss

COUNTY OF Woodward)

Jana Walker being duly sworn, states that
he/she is the owner of Jana A. Walker, CPA, PLLC and that
the answers to the foregoing questions and all statements therein contained are true and correct.

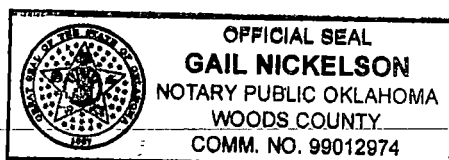
Jana Walker
Signature

Subscribed and sworn to before me this 11th day of March, 2024

Gail Nickelson
Notary Public

My Commission expires: 8-25-27

My Commission No.: 99012974



Non-Collusion Affidavit, City of Sallisaw

THIS AFFIDAVIT MUST ACCOMPANY YOUR SUBMITTAL

STATE OF Oklahoma)

) ss

COUNTY OF Woodward)

I Jana Walker, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of Jana A Walker CPA PLLC the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Jana A. Walker, CPA, PLLC
Company Name

Jana Walker
President

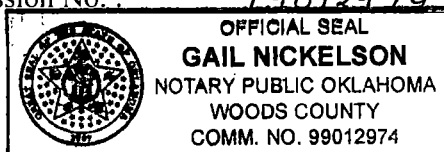
This instrument was subscribed, acknowledged, and sworn to before me this 11th day of

March, 2024, by Jana Walker, the person signing above, as the above-named Contractor's duly sworn agent.

Gail Nickelson
Notary Public

My Commission expires: 8-25-27

My Commission No.: 99012974



Proposal to Provide Audit Services

City of Sallisaw, Oklahoma

For Year Ending June 30, 2024

Proposal Prepared and Submitted by

Jana A. Walker, CPA
1210 19th Street
Woodward, OK 73801
(580) 334-6361



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March 11, 2024

City of Sallisaw, Oklahoma
RE: Request for Proposal

My proposal is to provide audit services to the City of Sallisaw, Oklahoma. I will audit the financial statements of City of Sallisaw, Oklahoma and render an opinion of the fair presentation of the City's basic financial statements, including the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and related notes to the financial statements in conformity with generally accepted accounting principals. The audit will be conducted by the generally accepted auditing standards and the standards applicable to financial statement audits of Government Auditing Standards as issued by the Comptroller General of the United States (Yellow Book). When applicable if Single Audit Provisions apply, I will also perform the audit in accordance with the Single Audit Act and OMB Circular A-133. Limited procedures will be applied, including inquiries of management regarding the measurement methods and presentation of the Management Discussion and Analysis, budgetary comparison schedules and net pension liability schedules. As part of the procedures, I will review the minutes of the City of Sallisaw, Oklahoma and will make inquiries of management, outside consultants including attorneys, specialists including actuaries for employee benefit plans and other consultants.

TECHNICAL PROPOSAL

Firm Qualifications and Experience

Jana A. Walker, CPA, PLLC (Permit # 834, License # 13784) is a full-service Northwest Oklahoma accounting firm specialized in governmental and non-profit audits. The firm was formed by sole proprietor, Jana A. Walker, CPA, in May of 2017. I have been involved with auditing governmental and non-profit organizations for the past 12 years. Numerous audit reports were issued in compliance with Government Auditing Standards and Generally Accepted Auditing Principals under my authorization. On average over the prior 5 years I have been responsible for issuing approximately 35-45 audit reports in compliance with Government Auditing Standards on entities with approximately \$2 million to \$90 million in assets between governmental and business-type activities.

In 2011, I entered into public accounting as an accounting staff for a multi-locational firm where I subsequently became a partner. Approximately 75 percent of my workload was specifically related to the audits of governmental entities. In 2013, I received my certified public accountant designation issued by the Oklahoma Accountancy Board (Permit # 1928, License # 17593). I received a Bachelor of Science degree in Accounting from Northwestern Oklahoma State University where I was awarded accounting student of the year by the Oklahoma Society of CPAs.

Subsequently, I obtained a Master of Science degree in Agricultural Economics from Oklahoma State University. Additionally, I have completed 33 hours of doctorate level courses specialized in accounting.

My firm is registered with the State Auditor's list of audit firms capable of performing governmental audits. I am currently a licensed CPA in Oklahoma and have a valid permit to practice in Oklahoma. I am currently enrolled in the peer review program administered by the Oklahoma Society of CPAs (OSCPA) and received a rating of pass on my last peer review conducted November 2021, please see attached letter. In compliance with the Oklahoma State Board of Accountancy, I have completed continuing professional education by Yellow Book guidelines. I continue to engage in professional education beyond the minimum acceptable level. The following is a list of completed education courses specifically related to governmental & nonprofit auditing for the year:

<u>Date</u>	<u>Description</u>	<u>Hours</u>
5/5/2022	Governmental Accounting & Auditing Conference	16
12/5/2022	Internal Control and Fraud in Governmental and Nonprofit Entities	11
12/5/2022	Yellow Book and Single Audit Deficiencies	3
12/6/2022	Not For Profit Accounting	6
12/6/2022	Accounting for Leases	5
12/9/2022	Audits of State, Local Governments, and Nonprofit Organizations	5
12/9/2022	Governmental Financial Report	9
12/10/2022	Audit Workpapers-Fieldwork Standards	2
12/10/2022	Audit Sampling	4
12/10/2022	Professional Skepticism	1
5/4/2023	OSCPA Governmental Accounting and Auditing Conference	16
12/25/2023	Single Audits of Governmental and Nonprofit Entities	8
12/31/2023	Understanding and Analyzing Financial Statements	3
12/31/2023	Brainstorming Your Way to Fraud Prevention	2

I am a current member of the American Society of Certified Public Accountants (AICPA) and Oklahoma Society of Certified Public Accounts (OSCPA). I have served as a member of the Governmental Accounting and Auditing Committee with the OSCP from August 2015 to May 2017. I am a current member of the AICPA's Government Audit Quality Center (GAQC). In January 2016, I was selected as a 2016 Trailblazer awarded by the OSCP for the State of Oklahoma and in January 2021 I was selected as Best Accountant by Woodward News. In October 2019, I was one of 36 CPAs in the nation to graduate from the AICPA Leadership Academy held in Durham, NC.

EXPERIENCE AND REFERENCES WITH SIMILAR AUDIT ENGAGEMENTS

I currently provide audit services to local municipalities and non-profit organizations that are very similar in scope to your organization. For each of the below-listed entities, I issued an audit opinion for their organization within the previous 3 years. Please do not hesitate to contact any of the listed individuals for further reference. Additional references are available upon request.

A selected few of my current governmental clients are listed below.

City of Tonkawa, Oklahoma

Nancy Skipper, City Treasurer/Clerk

113 S 7th Street

Tonkawa, OK 74653

(580)628-2508

Accounting Consultant- R.S. Meacham CPAs and Advisors

Type of Audit: Municipal Yellow Book Audit

Type of Funds Audited: Governmental and Business-Type Activities

City of Blackwell, Oklahoma

Traci Hanebrink, City Clerk

221 W Blackwell Ave.

Blackwell, Oklahoma

(580) 363-7250

Accounting Consultant- R.S. Meacham CPAs and Advisors

Type of Audit: Municipal Yellow Book Audit

Type of Funds Audited: Governmental and Business-Type Activities

City of Healdton

Sally Jantz, City Manager

PO Box 926

Healdton, Oklahoma 73438

(580)-229-1283

Accounting Consultant- R.S. Meacham CPAs and Advisors

Type of Audit: Municipal Yellow Book Audit

Type of Funds Audited: Governmental, Business Type Activities, and Discretely presented component units

City of Drumright, Oklahoma

424 E Broadway

Drumright, OK 74030

(918)-352-2631

Accounting Consultant- CBEW, Gabby Conchola

Type of Audit: Municipal Yellow Book Audit

Type of Funds Audited: Governmental and Business Type Activities

Town of Mooreland, Oklahoma

Bobby Kehn, Town Administrator

PO Box 157

Mooreland, OK 73852

(580) 994-5925

Accounting Consultant- R.S. Meacham CPAs and Advisors

Type of Audit: Municipal Yellow Book Audit

Type of Funds: Governmental and Business-type activities

City of Frederick, Oklahoma
Jeana James, City Treasurer/Finance Director
200 W Grand
Frederick, Oklahoma
(580) 335-7551
Accounting Consultant- R.S. Meacham CPAs and Advisors
Type of Audit: Municipal Yellow Book Audit
Type of Funds Audited: Governmental and Business-Type Activities

City of Mangum Oklahoma
Erma Mora, City Clerk
201 N. Oklahoma Avenue
Mangum, Oklahoma
(580) 782-2250
Accounting Consultant- R.S. Meacham CPAs and Advisors
Type of Audit: Municipal Yellow Book Audit
Type of Funds Audited: Governmental and Business-Type Activities

Town of Seiling, Oklahoma
Shara Feuerborn, Town Clerk/Treasurer
315 N Main Street
Seiling, OK 73663
(580) 922-4460
Accounting Consultant- R.S. Meacham CPAs and Advisors
Type of Audit: Municipal Yellow Book Audit
Type of Funds: Governmental and Business-type activities

City of Waynoka, Oklahoma
Susan Bradford, Mayor
1759 Cecil St
Waynoka, OK 73860
(580) 824-2261
Accounting Consultant: Matt Sutter, CPA
Type of Funds Audited: Governmental, Business Type Activities-Public Works Authority

City of Thomas, Oklahoma
Taffy Rigsby, City Clerk
122 W Broadway
Thomas, OK 73669
(580) 661-2502
Accounting Consultant- Lori Parker, CPA
Type of Audit: Municipal Yellow Book Audit
Type of Funds: Governmental and Business-type activities

STAFF ASSIGNMENT

Jana A. Walker, CPA- Sole Proprietor

Ms. Walker has a Bachelor of Science in accounting from Northwestern Oklahoma State University, where she served as an accounting instructor from August 2017 to May 2020. She has taught the following accounting courses: financial accounting, managerial accounting, intermediate accounting, and auditing. She received a Master of Science degree in agricultural economics from Oklahoma State University and has completed 33 hours of doctorate level courses specialized in accounting.

Over the prior 12 years in public accounting, Ms. Walker has had a unique opportunity to provide audit and advisory services to various clients with the majority of the engagements specifically related to governmental and non-profit organizations. Audit engagements ranged from approximately \$2 million to \$90 million in assets for both governmental and enterprise funds. Additionally, Ms. Walker was in charge of maintaining and implementing new technology utilized during audit engagements to ensure efficiencies were maximized. This range of experience has given Ms. Walker a unique perspective on audit risks and management. Ms. Walker will utilize her experience to execute a timely, high-quality engagement.

Cherise Bowens - Staff Accountant

Ms. Bowens has been in the professional workplace for the last 10 years after graduating from University of Central Oklahoma with a Bachelor of Business Administration in Accounting in May of 2012. Ms. Bowens has also earned her Master of Business Administration degree from American University in 2020. Ms. Bowens assist in various areas of the audit that are related to her expertise.

Shelia Kelso - Staff Accountant

Mrs. Kelso has been in the professional workplace for the last 20 years as a financial analyst after graduating from Oklahoma State University with a Bachelor of Science degree. Mrs. Kelso joined the firm in 2023 and has brought a unique skill set after working in industry for two decades. Mrs. Kelso will be the primary staff member conducting on-site fieldwork procedures and collecting relevant audit information. Mrs. Kelso will be a key member communicating with the City's staff during the audit process.

Gail Nickelson, Administrative Assistant

Ms. Nickelson has been in the professional workplace for a substantial number of years serving as an administrative professional for 40 years. She graduated in May 1982 from Southwestern Oklahoma State University with a Bachelor of Business Administration in Accounting with a minor in computer science. Since joining the firm in July 2021, Ms. Nickelson has primarily been responsible for monthly bookkeeping, payroll and sales tax reports for all our clients in the firm along with administrative support during the audit procedures. Ms. Nickelson will be assisting in collecting information and data for the audit.

ESTIMATE OF STAFFING NEEDS

CPA	70-85 hours @ \$385/hour
Staff Accountant	80-95 hours @ \$200/hour
Administrative Assistant	5-10 hours @ \$150/hour

PROJECT MANAGEMENT PLAN

I plan to begin my preliminary work as soon as reasonably possible after the end of the fiscal year. Preliminary procedures will include audit planning, assessment of materiality, selection of items to be confirmed, and our understanding and documentation of the internal control system of the City of Sallisaw, Oklahoma. Upon availability of management, I would like to make arrangements to complete preliminary planning activities as early as July 15th and no later than July 31st. Once planning and risk assessment is complete, I will begin fieldwork. I expect to conduct fieldwork within the month of September and no later than October 31, 2024, depending on the availability of work papers from management and consultants. Upon conclusion of fieldwork, any proposed adjusting entries will be provided to the City's management for review and approval as well as provide a list of immaterial audit differences not proposed for adjustment. I will issue audit opinions including management comments and findings for review and response from appropriate the Board at the next available Council Meeting, pending availability of documents from management. Please note these time frames are subject to change if available documentation is not provided in a timely or complete manner.

ADVANTAGE

An advantage that my firm has over other similar firms is that audits and more specifically governmental/nonprofit audits are my core business. I put a priority on all audit engagements and have committed specific blocks of time to complete engagements timely and accurately. Unlike larger firms, I can devote my time to a client from start to finish instead of juggling different deadlines and tasks among staff members and a variety of clients. The City would be the top priority for my firm. Additionally, I am able to effectively utilize technology to increase cost-saving measures for the City. I utilize technology to perform audit procedures and analyze a large volume of information more effectively. I maintain all audit documentation electronically that allows information to be easily shared with personnel. By utilizing technology this allows my focus to be shifted to the audit approach individualize to the City resulting in a higher quality audit.

Respectfully,



Jana A. Walker, CPA

**City of Sallisaw, Oklahoma
AUDIT SERVICE CONTRACT
Request for Proposal (RFP)**

Cost Information-FEE PROPOSAL

Firm Name: Jana A. Walker, CPA, PLLC
Contact Person: Jana A. Walker, CPA
Address: PO Box 2696, Woodward, OK 73802
Phone Number: (580) 334-6361

FISCAL YEAR 2023 AUDIT COST PROPOSAL:

We will bill the City at our standard hourly rates except that we agree not to exceed the following.

Breakdown of Fees as reflected in the Total Not to Exceed Fee:

<u>Type</u>	<u>Cost</u>
Organizational and Fraud Risk Assessment	\$ 3,000
Audit Planning and Documentation	\$ 10,000
Field Work and Audit Procedures	\$ 25,000
Report Review and Follow-up	\$ 4,000
Municipal Landfill DEQ Calculation	\$ 3,000
TOTAL NOT TO EXCEED FEE	\$ 45,000

***Single Audit Act Procedures and Compliance Audit (OMB A-133 Audit)**

Our not to exceed fee is inclusive of all costs for the annual audit performed under Government Audit Standards which statutorily for all governments in the State of Oklahoma. Those fees do not include the costs of the additional procedures which are required if federal expenditures exceed \$ 750,000. *If a Single Audit is required the expected range to not exceed will be an additional cost of \$5,000.*

I do not expect the fee to increase for the next two years if award this engagement.

Respectfully,


Jana A. Walker, CPA

*Member of the American Institute
of Certified Public Accountants*

*Member of the Oklahoma Society
of Certified Public Accountants*

Steven E. Cundiff
Certified Public Accountant, Inc.
205 West Seventh, Suite 201-A, P.O. Box 187
Stillwater, Oklahoma 74076
(405) 372-4822 FAX (405) 372-4828

Report on the Firm's System of Quality Control

November 20, 2021

To the Owner of Jana A. Walker, CPA, PLLC.
And the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Jana A. Walker, CPA, PLLC. (the firm) in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards)

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

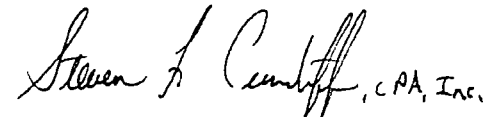
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Jana A. Walker, CPA, PLLC. in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Jana A. Walker, CPA, PLLC. has received a peer review rating of *pass*.


Steven F. Cundiff, CPA, Inc.

HSPG & ASSOCIATES

ACCOUNTING | TAX | ADVISORY

Proposal for Audit Services



CITY OF SALLISAW, OKLAHOMA
For the Year Ended June 30, 2024

Proposal Issued By:
HSPG & Associates, PC
5400 N. Grand Blvd., Suite 330
Oklahoma City, Oklahoma 73112
Andy Cromer, CPA
405.844.9995
acromer@hspgcpas.com

March 19, 2024

Statement of Qualifications

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Responder may submit any additional information.

1. Name (Firm Name): HSPG & Associates
2. Permanent main office address:
5400 N. Grand Blvd. Suite 330
Oklahoma City, OK 73112
3. When organized: 2007
4. If a corporation, where incorporated: Oklahoma
5. How many years have you been engaged in the auditing business under your present firm or trade name? 2007
6. General character of work performed by your company:
Audit, tax, consulting, internal control consulting
7. Have you failed to complete any work awarded you? no
8. Have you ever defaulted on a contract? no. If yes, please explain.
9. List the last five municipal governments you have performed audit services for, their contacts and date of completion.
 - a. City of Edmond, Kathy Panas, 6/30/23 audit completed January 2024
 - b. City of Stillwater, Christy Cluck, 6/30/23 audit completed November 2023
 - c. City of Blanchard, Daniel Ofsthun, 6/30/23 audit completed February 2023
 - d. City of Walters, Sheri Davis, 6/30/23 audit completed December 2023
 - e. City of Okemah, Relena Haddox, 6/30/23 audit completed January 2024,
10. Professional References. List a minimum of three (3) professional references, preferably references of clients your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. Kathy Panas, finance director, City of Edmond, 405 359 4521, kathy.panas@edmondok.gov
 - b. Christy Cluck, finance director, City of Stillwater, 405 742 8355, ccluck@stillwater.org

- c. Relena Haddox, city clerk, City of Okemah, 918 623 1050, cityclerk@okemah.org
- d. Daniel Ofsthun, finance director, City of Blanchard, 405 485 9305, finance@cityofblanchard.us
- e. Amber Hamilton, city clerk, City of Stigler, 918 967 2164, amberhamilton@stigler.net

11. List the main contact of your firm the City will communicate with:

- a. Name: Andy Cromer
- b. Phone: 405 844 9995
- c. Email: acromer@hspgcpas.com

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Sallisaw in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 18th day of March, 2024.

HSPG & Associates, PC
Company or Individual Name

By: Andy Cromer

Title: Director

STATE OF Oklahoma)

) ss

COUNTY OF Oklahoma)

Andy Cromer being duly sworn, states that
he/she is the Audit Director of HSPG & Associates, PC and that
the answers to the foregoing questions and all statements therein contained are true and correct.

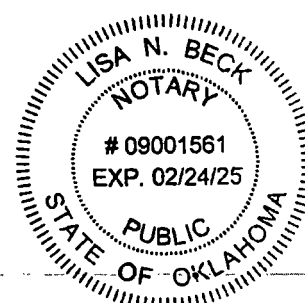
Andy Cromer
Signature

Subscribed and sworn to before me this 18th day of March, 2024

Lisa N. Beck
Notary Public

My Commission expires: 2/24/25

My Commission No.: 09001561



Non-Collusion Affidavit, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY YOUR SUBMITTAL

STATE OF Oklahoma)
) ss
COUNTY OF Oklahoma)

I Andy Cromer, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of HSPG & Associates, PC, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

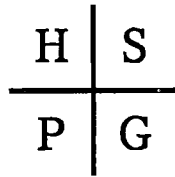
HSPG & Associates, PC
Company Name
Andy Cromer
~~President~~ DIRECTOR

This instrument was subscribed, acknowledged, and sworn to before me this 18th day of March, 2024, by Andy Cromer, the person signing above, as the above-named Contractor's duly sworn agent.

Lisa N. Beck
Notary Public

My Commission expires: 2/24/25
My Commission No.: 09001561





March 19, 2024

Robin Haggard, Director of Finance
City of Sallisaw, Oklahoma
Sallisaw, OK

Dear Robin:

We are excited about the opportunity to propose auditing services to the City of Sallisaw, Oklahoma (the "City"). This letter and the attached summary outline our proposal and service plan.

We are proposing to provide the following services for the year ending June 30, 2024, with optional periods for the years ended June 30, 2025 and 2026.

- We will audit the financial statements of the City and express opinions on the fairness of the basic statements in conformity with accounting principles generally accepted in the United States of America. It is our understanding that the City's external consultants will prepare the financial statements and related footnotes and schedules in addition to providing certain pre-audit assistance.
- Our audit will be conducted in accordance with generally accepted auditing standards and *Governmental Auditing Standards*, issued by the comptroller general of the United States.
- We will perform a compliance audit over major federal programs in accordance with the Uniform Guidance due to anticipated expenditures from federal awards exceeding \$750,000. Accordingly, we will plan our audit procedures to meet the requirements of the Uniform Guidance.
- We will provide an "in-relation-to" opinion on any supplementary information, such as combining and individual financial statements and schedules.
- As part of our audit, we will consider the City's internal control over financial reporting to determine our appropriate audit procedures. Any weaknesses and related recommendations will be communicated in a separate letter to the City.
- We will ensure filing of the June 30, 2024 audited financial statements, along with form SA&I 2643, with the Oklahoma State Auditor's office by January 31, 2025.
- Perform agreed-upon procedures related to the City's landfill operations and related financial assurance tests.
- Meet with management and the City Council to discuss the results of our audit.
- Be available throughout the year for discussions, questions, and consultation.

We understand your desire to have the audit completed and delivered at the November 2024 Board of City Commissioners meeting. However, due to existing commitments, we can commit only to a delivery date of January 31, 2025. We will coordinate the scheduling of our services with you to ensure the most efficient and timely delivery of final reports and letters.

HSPG & ASSOCIATES, PC

5400 N Grand Blvd, Suite 330 • Oklahoma City, Oklahoma 73112 • Phone: 405.844.9995 • Fax: 405.844.9975

Our Firm and Local Governments

HSPG was formed in 2007 as the result of the merger of two local accounting firms. Collectively, our firm provides a broad range of services, including audit services, tax planning and preparation, accounting consulting, and internal control consulting, including design and testing.

Our local governmental services team audits approximately twenty municipalities across the state, in addition to consulting with various other local governments. As a result, your team will consist of experienced governmental auditors. We understand your unique operating environment, specialized reporting, and applicable state law.

Local governments face a number of new and substantial accounting standards in the coming years. As a leader in the governmental arena, dedicated HSPG team members understand these new standards and stand ready to help the City through ongoing and informal dialogue as well as more formal discussions, including one-on-one meetings and Firm sponsored training sessions.

Some of the upcoming new accounting pronouncements include:

- *Compensated Absences* – effective for the year ending June 30, 2025
- *Certain Risk Disclosures* – effective for the year ending June 30, 2025
- GASB's 'Big Three' currently under deliberation –
 1. Financial reporting model reexamination
 2. Revenue and expense recognition
 3. Note disclosure reexamination

In Summary:

We would be happy to meet with you in person or by telephone to answer any questions you may have and would be pleased to furnish any additional information you may request concerning our Firm's qualifications, responsibilities and functions. Please direct requests for additional information to Andy Cromer, Assurance Director. Andy can be reached by phone at (405) 844-9995 or by email at acromer@hspgcpas.com. Andy Cromer will be your primary contact and is authorized to bind the firm and enter into a contract.

We trust that our association would be a long and mutually beneficial one. We are excited about the opportunity to serve you and show you how our team makes the difference.

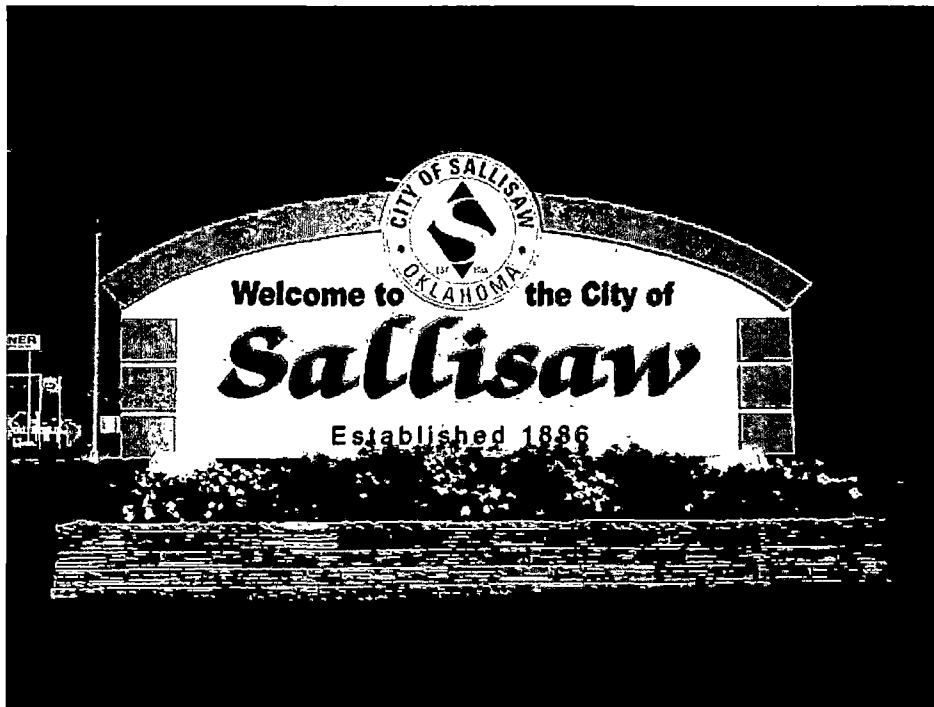
Sincerely,



Andy Cromer
Assurance Director

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Oklahoma Accountancy Board Government Auditor Registration	Appendix B



Profile of the Firm

We are a local Oklahoma firm, with all of our work performed out of our Oklahoma City office. Our firm is comprised of four partners and over 20 staff including 9 managers, 8 seniors, and a total of 17 CPAs.

We audit approximately 20 municipalities across the state as well as audit or consult with other various local governments. Consultations include assistance with implementing new accounting standards, compliance with federal grants and awards, including ARPA, and general accounting matters and report preparation assistance.

We are members of both the American Institute of Certified Public Accountants (AICPA) and the Oklahoma Society of Public Accountants. We are involved in the AICPA Division of CPA Firms Peer Review Program. Through this program, our firm allows our audit work to be reviewed by a third-party CPA firm to ensure that we adhere to AICPA guidelines and quality control standards. Our most recent peer review was completed in December 2021, where we received a "clean" opinion, stating our audit work was in full compliance with all related standards and guidelines (see Appendix A).

HSPG is a member of various American Institute of CPAs ("AICPA") Audit Quality Centers including the **Governmental Audit Quality Center ("GAQC")**. As a member, we voluntarily adhere to the Center's membership requirements, which include establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings, if any, publicly available.

All our professionals are in compliance with AICPA, Government Auditing Standards, and Oklahoma Accountancy Board requirements for continuing professional education.

We carry professional liability insurance through Hanover Insurance Group with a per claim maximum of \$1,000,000.

Governmental Experience

Our Client Service Team has a history of serving governmental organizations. Following is a sample of governmental clients served by our Firm within the last five years:

City of Edmond

- Audit of large Oklahoma municipality since 2021
- Single audit
- Contact Kathy Panas, finance director, at 405.359.4521 or kathy.panas@edmondok.gov

City of Stillwater

- Audit of large Oklahoma municipality since 2023.
- Single audit
- Contact Christy Cluck, finance director, at 405.742.8355 or ccluck@stillwater.org

City of Okemah

- Audit of rural Oklahoma municipality since 2021
- Contact Relena Haddox, city clerk, at 918.623.1050 or cityclerk@okemahok.org

City of Stigler

- Audit of rural Oklahoma municipality since 2020
- Single audit
- Contact Amber Hamilton, city clerk, at 918.967.2164 or amberhamilton@stigler.net

Muscogee (Creek) Nation

- Consulting and assistance regarding accounting and reporting matters, including new accounting standards, for a large tribal government since 2019.
- Annual federal expenditures in excess of \$100 million.
- Contact Patricia Kilian, controller, at 918.732.7930 or pkilian@muscogeenation.com

Oklahoma City Urban Renewal Authority

- Audit of related entity to the City of Oklahoma City since 2019
- Single audit
- Contact Geri Harlan, CFO, Alliance for Economic Development, at 405.604.6780 or geri.harlan@theallianceokc.org

Cleveland County

- ARPA implementation and consulting for a large Oklahoma county, since 2022.
- Contact AJ Kirkpatrick, ADJ/Blatt Architects, director of urban planning, at ajkirkpatrick@adgokc.com

Other Municipal Audit Clients:

- City of Alva
- City of Chickasha
- City of Marietta
- City of Minco
- City of Pauls Valley
- City of Tuttle
- City of Blanchard
- Town of Lavern
- City of Marlow
- City of Noble
- City of Tishomingo
- City of Walters

Single Audit Experience:

HSPG's audit team members have over 80 combined years of Single Audit experience. Additionally, we are currently participating in a consulting role for Cleveland County, Oklahoma assisting in its compliance and audit readiness related to federal expenditures totalling \$55 million in ARPA funds provided by the US Treasury.

Team Personnel

Your client service team will be led by an involved Director who specializes in governmental accounting, and specifically with municipalities. Our goal is to ensure a smooth transition from your predecessor auditor and provide you with a consistent team you can rely on each year. **All our team members work out of our Oklahoma City office.** Our commitment to you is to communicate often and respond to every situation in a timely manner.

Andy Cromer, the Director who will oversee your audit, is deeply involved in the governmental arena and has over 25 years of experience assisting and auditing municipalities and tribal governments and has worked with over 30 municipalities across the state. Andy frequently leads sessions at the annual OSCP Governmental Accounting and Auditing Conference, and other state society sponsored events, as well as client sponsored events.

All of the team members assigned to your audit meet or exceed the licensing requirement for continuing education, including the requirements of *Government Auditing Standards*. Continuing education is met through a variety of offerings from the OSCP and AICPA as well as third party providers, in both conference settings and via webinars. Topics covered include new standards from the GASB, AICPA auditing standards updates and emphasis of matters, *Government Auditing Standards*, and changes to the Uniform Guidance.

Following are key members of our client service team serving the governmental arena, all of which are members of the AICPA and OSCPA:

Andy Cromer, CPA – Assurance Director, Andy joined HSPG in 2020 after 25 years as a partner with a local accounting firm serving clients primarily in the governmental sector. Specifically, Andy's emphasis has been serving municipalities and Indian tribes across the state. Andy has also been a frequent speaker at OSCPA sponsored events, including the annual Governmental Accounting and Auditing Conference. Additionally, Andy has audited local governments with significant federal awards and has helped numerous governments obtain the GFOA certificate of excellence in financial reporting. **Andy will serve as your principal contact.** Andy is a graduate of Oklahoma State University.



Patrick Hollingsworth, CPA – Partner, Director of Assurance is a founding shareholder of HSPG. He provides services to nonprofit organizations, employee benefit plans, public and private corporations, and governmental entities. Pat's responsibilities also include leading the firm's internal control consulting practice. His previous experience includes serving as the financial executive for a venture capital backed software company, and 10 years with Deloitte & Touche, LLP. **Pat will serve as the concurring partner on the City's audit.** Pat is a graduate of the University of Central Oklahoma.

Matt Cole, CPA – Assurance Partner, joined HSPG in 2014. Previously, Matt provided assurance services as a partner for Cole & Reed (predecessor firm to RSM in Oklahoma City). His previous experience also includes several years as an auditor for Deloitte & Touche, LLP, both in Oklahoma City and in an international office. Matt provides services to a variety of industries including governmental entities, nonprofit, and private corporations. Matt is a graduate of Oklahoma Christian University.



Managers and Staff:

Brett Carnes, CPA – Assurance Senior Manager, joined HSPG in 2023. Previously, Brett provided assurance services for 15 years at RSM and its predecessor firm, Cole & Reed. He has primarily focused on clients in the governmental, manufacturing, and professional services industries. His clients have included municipalities, colleges and universities, school districts, and other state agencies in Oklahoma. Brett is a member of the AICPA and OSCPA, and graduated from Oklahoma State University.

Jevon Seaman, CPA – senior, started his career in public accounting with HSPG in 2019 and has worked extensively with municipalities, non-profits, and employee benefit plans. Jevon is a member of the AICPA and OSCPA, and graduated from Oklahoma Christian University.

Savanna Mann, CPA – staff, began with HSPG in 2024 after working with another local accounting firm for one year primarily in the governmental and single audit areas. Savanna graduated from Southwestern Oklahoma State University.

Audit Methodology

Our testwork will be a mix of remote and on-site testing. We incorporate the latest in cloud computing technology and a paperless work environment. Our licensed audit software solution resides on a cloud-based server platform and is protected by redundant security measures.

Our audit methodology begins with clear and consistent communication between our team and yours. We believe a no-surprises approach provides for a long lasting mutually beneficial relationship. We incorporate a detailed understanding and risk-based approach to identifying the key areas of focus and promote efficiency.

We will specifically tailor an audit plan for the City

Some of the more detailed procedures we will employ are as follows:

- We will gain a comprehensive understanding of the City, identify risks and obtain a detailed understanding of significant systems of internal controls over financial reporting, governance, and compliance.
- Based on this understanding, we will develop specific audit programs relevant to each audit.
- We will perform testing of supporting documentation as necessary to confirm our understanding and verify the completeness and accuracy of transactions and compliance.
- In accordance with the Uniform Guidance, we will determine major federal programs for detail compliance testwork over the twelve compliance requirements.
- We understand that the City's consultants will prepare the City's report and provide us a draft for our review. Any items noted in our review will be communicated directly to the City and its consultants.
- At all times, we will keep your management team informed of our progress.
- We plan on utilizing the City's external consultants for questions relating to accounting and reporting, and utilizing City staff to pull documents, provide explanations and the history of events.

Determining your compliance with laws, regulations, contracts and grants is an integral component of our audit approach. Our integrated audit solution provides our team with the necessary access to compliance related audit procedures, checklists and programs. We incorporate a step-by-step approach to determine whether all critical compliance obligations are being properly met. Further, because of our experience with municipalities, we are experienced in state laws pertaining to the City.

Fees

We understand the importance of providing professional services at a fair price. We make every attempt to limit our procedures to those necessary to complete the tasks within the context of professional standards and procedures dictated by Federal and State laws and regulations. This is accomplished through experience, careful planning, and coordination with your personnel.

We do not strive to be the lowest fee. Rather, we offer competitive fees that provide the greatest value to the City through a combination of knowledge and experience that manifests itself through on-time deliveries, reduced time and stress on City staff, and having the peace of mind that all audit procedures were necessary and that no short cuts were taken during the performance of the City's audit.

Our professional fees for the June 30, 2024 audit are as follows:

Audit of financial statements	\$	35,000
Estimated hours – 250		
Single audit testing and reporting		
Amount for each major program	\$	5,500-8,500
Filing with State Auditor's Office		Included
Out of pocket costs (travel, copies, etc.)	\$	500
Landfill financial assurance test	\$	1,200

We estimate four percent annual increases for the fiscal 2025 and 2026 audits.

Additional Information

Our firm is registered with the Oklahoma Accountancy Board to perform audits of Oklahoma Governmental Entities (see Appendix B).

HSPG maintains a policy requiring all our professionals to provide annual written acknowledgment regarding independence with each of our assurance clients. We believe HSPG is independent of the City pursuant to the AICPA's Code of Professional Conduct and Government Auditing Standards independence standards.

Peer Review**Report on the Firm's System of Quality Control**

December 16, 2021

To the Shareholder of HSPG & Associates, PC
and the Peer Review Committee of the Oklahoma Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of HSPG & Associates, PC (the "firm") in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weakness in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the *Single Audit Act* and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

APPENDIX A

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of HSPG & Associates, PC, in effect for the year ended June 30, 2021, has been suitably designed or complied with to provide the firm with reasonable assurance of performing or reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. HSPG & Associates, PC has received a peer review rating of pass.

MORSE & CO., PLLC

Morse and Co., PLLC.

Oklahoma Accountancy Board – Gov’t Auditor Registration



STATE OF OKLAHOMA
OKLAHOMA ACCOUNTANCY BOARD

November 27, 2023

PATRICK HOLLINGSWORTH, CPA
HSPG & ASSOCIATES, PC, #13038
5400 N. GRAND BLVD., #330
OKLAHOMA CITY, OK 73112

Dear Registrant:

This will acknowledge receipt of your registration form for firms that perform audit engagements for Oklahoma governmental entities.

Your registration was **approved effective January 1, 2024**, and will expire **December 31, 2024**.

Should you have any questions, please contact me at (405) 522-2443 or by e-mail at joseph.wash@oab.ok.gov.

Respectfully, Joey Wash
Peer Review Specialist

***Przybysz & Associates
4200 Jenny Lind Dr, Suite B
Fort Smith, AR 72901***

PROFESSIONAL AUDIT SERVICES

***City of Sallisaw
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
Attn: City Clerk***

PRZYBYSZ & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
4200 JENNY LIND ROAD, STE. B
FORT SMITH, ARKANSAS 72901
Phone: (479)649-0888
Fax: (888)343-5852
Email: marcl@selectcpa.com

Contact Person: Marc Lux, CPA

Submission Date: March 18, 2024

March 18, 2024

**City of Sallisaw
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955-0525**

RE: Request for Proposal for Annual Audit Services

To the Board of Commissioners

Thank you for the opportunity to bid auditing services for the City of Sallisaw (the City) for the year ended June 30, 2024. Our proposed fee is located on page 4 of this document.

SIZE AND QUALIFICATIONS OF PRZYBYSZ & ASSOCIATES, CPAs

Przybyysz & Associates, CPAs is a local Certified Public Accounting auditor located in Fort Smith, Fayetteville and Bentonville, Arkansas. Our firm has a professional staff of 5, a paraprofessional staff of two. We are licensed to practice in Arkansas and Oklahoma. Our firm specializes in government and non-profit auditing. Our firm has conducted over 4000 audits of governmental and non-profit organizations. These organizations range in size from the very large (in excess of \$100 million in annual revenues) to the very small (less than \$500 thousand in annual revenues). The organizations we have provided auditing services to include cities, municipalities, county agencies, school districts, private schools, local and regional municipal water departments and districts, agencies on aging, child care agencies, Department of Housing & Urban Development funded agencies, United Way agencies, Red Cross agencies, and many other types of organizations. These organizations ranged from privately funded to fully government funded. The government funded organizations receive their funding from Department of Human Services, Department of Housing and Urban Development, Department of Commerce, Department of Education, Department of Agriculture (USDA), Federal Transit Administration, various state agencies, and various other federal agencies.

PEER REVIEW LETTER

A copy of our peer review letter is enclosed herewith. Our most recent peer review was conducted in 2022. Firms can receive a rating of pass, pass with deficiency(ies) or fail. We received a peer review rating of Pass.

QUALIFICATIONS OF MANAGEMENT PERSONNEL TO BE UTILIZED IN AUDIT

Marc Lux – Audit Partner in charge. Marc is a licensed CPA in Arkansas and Oklahoma. Marc graduated from the University of Arkansas with a Bachelor of Science of Business Administration with a major in accounting. Marc has been practicing accounting since 1993. He has assisted with, conducted, and/or managed over 4,000 audits of governmental and non-profit organizations.

Additionally, Marc is an instructor for CPE courses for the Arkansas Society of CPA's in the areas of government and non-profit accounting and auditing. Marc will be the partner-in-charge of the City of Sallisaw's audit and agreed upon procedures engagement, and he will serve as the primary contact for the audit.

David Wyatt – Manager. David is a licensed CPA in Arkansas and works out of our Bentonville office. David graduated Cum Laude from Arkansas Tech University receiving two Bachelor of Science in Business Administration degrees with a major in accounting and a major in economics/finance. David has been practicing accounting in both the private and public sectors since 2001 and joined the firm in 2014. Prior to joining our firm, David's experience included for-profit financial statement audits, not-for-profit audits and retirement plan audits. David has extensive experience in conducting audits in accordance with the Uniform Guidance for many governmental and non-profit organizations. Examples of federal programs/cluster tested include the following:

Title I Grants to Local Educational Agencies, Elementary and Secondary School Emergency Fund, Special Education Cluster, Child Nutrition Cluster, Child care and Development Fund Cluster, Health Center Program Cluster, Coronavirus State and Local Fiscal Recovery Funds, Community Development Block Grants, Capitalization Grants for Clean Water State Revolving Funds.

Ember Whitt – Ember graduated from the University of Arkansas with a Bachelor in Business Administration with a major in account. Since joining the firm in 2018, Ember's auditing experience has primarily been with not-for-profit and governmental entities as well as preparing Form 990 for many not-for-profit organizations in Northwest Arkansas, the River Valley, and Eastern Oklahoma. Her experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Health Center Program Cluster, Child Care and Development Block Grant, Crime Victim Assistance, Temporary Assistance for Needy Families, Twenty-First Century Community Learning Centers, Child and Adult Care Food Program, Technical Assistance and Training Grants.

Jennifer Kapitan – Jennifer is a licensed CPA in Arkansas and Michigan. Jennifer graduated from the University of Michigan with a Bachelor in Business Administration with a major in accounting. Jennifer has five years public accounting experience primarily focusing on audits of manufacturing, governmental and non-profit entities. Since joining our firm in 2012, Jennifer's experience has been focused on governmental and non-profit audits. Prior to joining our firm, Jennifer worked for Tropicana HQ in Florida where she was an accounting supervisor in the financial reporting department. Jen will assist in preparing the financial statements and serves as quality control for the engagement.

David Eaton – Manager. David is a licensed CPA in Arkansas and Illinois and works out of our Fayetteville office. David graduated Magna Cum Laude from Blackburn College with a Bachelor of Arts in Business Administration and Economics. David returned to college at the College of Dupage in 2011 to acquire necessary courses to become a CPA and joined our firm in 2015. David has over 25 years of Operation Management experience that enables a unique insight to our Audit Team. David's experience in managerial accounting gives a broad range of expertise which he now utilizes for audits of not-for-profit and governmental entities in Arkansas. His experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Head Start, Microloan Program, Federal Transit Cluster, Water and Waste

Disposal Systems for Rural Communities, Community Development Block Grants, Investments for Public Works and Development Facilities, Economic Adjustment Assistance, Coronavirus Relief Fund.

Jaison Black – Jaison has a Bachelor of Business Administration, with a major in accounting, from the University of Arkansas at Fort Smith, and an MBA from John Brown University. Jaison has been with the firm since 2017, and has nine years of experience in public accounting, primarily focusing on audits of not-for-profit and governmental entities in Northwest Arkansas, the River Valley, and Eastern Oklahoma. His experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Elementary and Secondary School Emergency Relief Fund, Child and Adult Care Food Program, Child Care and Development Block Grant.

As you can see from the listing of the firm's personnel, the staff is what I would consider long-term. We do try to keep the same staff on the engagement from one year to the next, but since auditing of non-profit and governmental organizations is all we do, all have experience and are cross-trained to handle the changes of an engagement.

All certified staff are required to take a minimum of 40 hours of continuing education. Since many of our audits are Yellow-Book engagements (audits subject to Government Auditing Standards) most, if not all, of those hours meet set requirements for auditing and accounting. Our practice consists entirely of audits, reviews, compilations, and agreed-upon procedure engagements; therefore, our continuing education is specific to those areas.

DESCRIPTION OF TECHNICAL APPROACH TO BE USED IN AUDIT

The audit will be performed using a risk-based approach. We will draw upon our prior experience in auditing governmental entities of City of Lavaca, Arkansas and the City of Horseshoe Bend, Arkansas, obtain an understanding of the City of Sallisaw's internal control, and use this to identify areas that are most at risk for material misstatement. The results of this risk assessment will determine the areas we need to focus on and apply auditing procedures. These auditing procedures would involve substantive tests of transaction details, analytical procedures, inquiry with the City of Sallisaw's personnel and third-party accountants, walk-throughs, or combinations of all.

The Single Audit part of the audit will involve identifying the federal award(s) based on the City's schedule of expenditures of federal awards, determine which awards will be selected for testing as major programs. The compliance supplements for selected federal awards will be used, along with other audit guides to test for adherence to required compliance objectives.

UNDERSTANDING OF SERVICES TO BE PERFORMED

We are of the understanding of the services to be performed for the City of Sallisaw, Ok for year ending June 30, 2024:

- Audit of the financial statements and supplementary information for the City of Sallisaw, Oklahoma in accordance with the Auditing standards generally accepted in the United States of America as included in the Statements of Auditing Standards promulgated by the American Institute of Certified Public Accountants, provisions of relevant Government Accounting Standards Board statements, and standards applicable to financial audits contained in Government Auditing standards issue by the Comptroller General of the United States of America and in accordance with the Single Audit Act Amendments of 1996 and Title 2 U. S. Code Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles,

- Issue the required reports and findings for the financial statement audit, Internal control over financial reporting, Uniform Guidance audit, and Agreed Upon Procedures.
- Provide proposed adjusting entries to the City management for review and acceptance as well as immaterial adjustments not proposed for adjustment.
- Review the minutes of the City and Public Trusts for the fiscal year being audited.
- Provide the City with a draft audit report for management to approve.
- Provide a final report to the City of Sallisaw Commissioners on November 11, 2024 or 13 weeks from the day that the City managers or the third-party accounting firm submits all documents required for the audit.
- Provide the initiation of the Data Collection Form and complete the on-line form based on the audit and Uniform Guidance findings for management to finalize and send. Auditor will upload financial statements to SLA on-line reporting site for the State of Oklahoma.
- Provide a letter to governance that includes findings in internal control whether they be material or not and recommendations for prevention, detection, or correction.
- Provide an Agreed Upon Procedures Engagement to report on the City of Sallisaw's qualifications to assure continuance of its financial obligations for closure, and post closure costs associated with its municipal landfill facility by performing the following criteria:
 1. Verify the reasonableness of the City's estimated landfill closure and post closure costs by inquiry of City officials and/or personnel of the Oklahoma Department of Environmental Quality.
 2. Calculate certain required financial ratios as of June 30 by analysis of ration components from underlying financial statements and by reperforming mathematical calculations of the ratios.
 3. Determine whether the City's basic financial statements as of and for the year ended June 30, were prepared in conformity with GAAP by reviewing the Independent Auditor's Audit Report on the basic financial statements for June 30.
 4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
 5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the prior two fiscal years ending dates of June 30.
 6. Determine whether the City received an unqualified opinion form its independent auditor on its basic financial statements by examining the City's audited financial statements as of and for the current fiscal year ending June 30.
 7. Determine that the total environmental obligations for the City do not exceed 43% of the City's total annual revenues by obtaining necessary information from the underlying basic financial statements for the just completed fiscal year and calculating the percentage using the total environmental obligations for closure and post closure costs.
 8. Determine whether the current municipal finance test materials have been placed

in the City of Sallisaw's landfill operating records, and ensure that a reference to the closure and post closure costs assured through the financial tests will be included in the City's next audited financial statements.

ANTICIPATED HOURS AND FEE(S)

Based on audits of similar size, we estimate the number of hours for the audit to range from 250-325. The hours agreed-upon procedures engagement are estimated from 8-16.

Our fees for these services are as follows:

Audit for the year ended June 30, 2024	\$32,500
Additional fee if an audit of federal awards is required	\$7,000
Agreed-upon procedures engagement for the Municipal	
Landfill DEQ Calculation	\$1,500

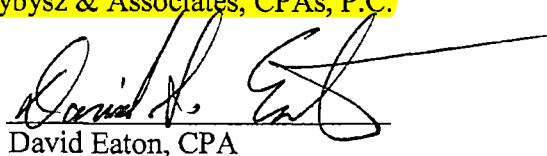
The fee noted above includes all the levels of staff that will be involved in the engagement. The audit fee does include the preparation and filing of the audit report and Form SA&I 2643. If a single audit of the federal awards is required, the additional fee includes the preparation and on-line submission of the Data Collection Form. The fee does not include ancillary expenses such as travel at standard mileage rates and the \$100 filing fee to the Oklahoma State Auditor & Inspector.

We estimate our fee increases to be minimal, typically 5% per year. We try to use the subsequent years to recoup the setup costs incurred during the initial year.

Again, we appreciate the opportunity bid on the auditing services for the City of Sallisaw. More information about our firm and the services we provide can be found at www.selectcpa.com.

Sincerely,
Przybysz & Associates, CPAs, P.C.

By:


David Eaton, CPA



John S Brock | Jake Froemsdorf | Rocky Goodman | Greg Schichtl | J Michael Tuohey

July 11, 2022

To the Partners of Przybysz & Associates, CPAs, P.C.
and the Partners in Peer Review Committee

Report on the Firm's System of Quality Control

We have reviewed the system of quality control for the accounting and auditing practice of Przybysz & Associates, CPAs, P.C. (the Firm) in effect for the year ended September 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion the system of quality control for the accounting and auditing practice of Przybysz & Associates, CPAs, P.C. in effect for the year ended September 30, 2021, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Przybysz & Associates, CPAs, P.C. has received a peer review rating of *pass*.

Garland & Greenwood CPAs and Advisors, PLLC

Statement of Qualifications

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Responder may submit any additional information.

1. Name (Firm Name): Przybysz and Associates, CPAs, PC.
2. Permanent main office address:
4200 Jenny Lind Blvd. Suite B Fort Smith, Arkansas 72901
3. When organized: 1990
4. If a corporation, where incorporated: Arkansas
5. How many years have you been engaged in the auditing business under your present firm or trade name? 34 years
6. General character of work performed by your company:
We are a firm that performs compilations and attestations only.

7. Have you failed to complete any work awarded you? No
8. Have you ever defaulted on a contract? No. If yes, please explain.

9. List the last five municipal governments you have performed audit services for, their contacts and date of completion.
 - a. City of Lavaca, Arkansas Audit of the City's financial statements Mr. Hugh Hardgrave
Audit for 12/31/2023 completed February 26, 2024
 - b. City of Horseshoe Bend, Arkansas-Sandy Maier treasurer, Barbara Kurtzweil ,
Bookkeeper. 12/31/ 2022 completed June 8, 2023
 - c. _____
 - d. _____
 - e. _____
10. Professional References. List a minimum of three (3) professional references, preferably references of clients your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. Sebastion County Federal Funds- Steve Holz and Melissa Sinclair 479-783-8172
 - b. Madison County Federal Funds- Larry Garrett and Carman Watkins 479-738-6721

- c. City of Pea Ridge Water Utilities-Angie Jennings, Ken Hayes 479-451-1109
- d. Cherokee Village WaterWorks Facilitie Board- Melody Brink, Tom Thornton-870-257-3508
- e. Polk County Federal Fund-Brandon Ellison and Tanya Fretz 479-394-8107

11. List the main contact of your firm the City will communicate with:

- a. Name: Marc Lux
- b. Phone: 479-434-3127
- c. Email: marcl@selectlanding.com

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Sallisaw in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 18 day of March, 20 24.

Przybysz & Associates, CPAs, PC
Company or Individual Name

By: David Eaton

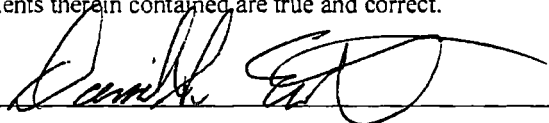
Title: Audit Manager

STATE OF Arkansas)

) ss

COUNTY OF Washington)

David Eaton being duly sworn, states that
he/she is the Audit Manager of Przybysz & Associates, CPAs and that
the answers to the foregoing questions and all statements therein contained are true and correct.

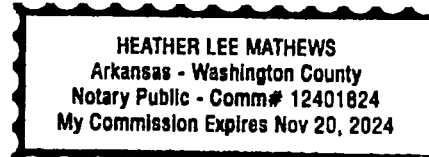

Signature

Subscribed and sworn to before me this 18th day of March, 20 24


Notary Public

My Commission expires: Nov 20, 2024

My Commission No.: 12401824



Non-Collusion Affidavit, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY YOUR SUBMITTAL

STATE OF Arkansas)
) ss
COUNTY OF Washington)

I David Eaton, of lawful age, being first duly sworn, on oath says:

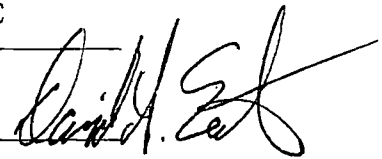
1. (S)He is the duly authorized agent of Przybysz & Associates, CPAs, PC., the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Przybysz & Associates CPAs, PC

Company Name

Audit Manager, David Eaton

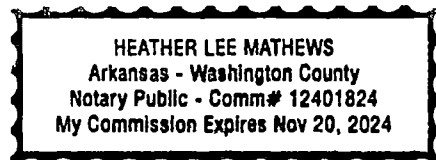
President



This instrument was subscribed, acknowledged, and sworn to before me this 18th day of March, 2024, by David Eaton, the person signing above, as the above-named Contractor's duly sworn agent.


Notary Public

My Commission expires: Nov 20, 2024
My Commission No. : 12401824





City of Sallisaw, Oklahoma
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955

We are pleased to confirm our understanding of the services we are to provide the City of Sallisaw, Oklahoma (the City) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, 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 the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS), provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City'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 the City's RSI in accordance with GAAS. 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 (GAAP) and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Required supplemental information for cost-sharing employer plans
- 3) Budgetary Comparison Schedule – General Fund and Street Fund
- 4) Schedule of Changes in Net Pension Liability and Related Ratios
- 5) Schedule Employer Contributions

4200 Jenny Lind Road, Ste B
Fort Smith, Arkansas 72901
Ph: 479.649.0888 email: marcl@selectlanding.com
www.selectcpa.com

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and 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. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of the audit in accordance with GAAS, we will exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. 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, there is a risk that material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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. However, we will inform the appropriate level of management of any material errors or 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

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 customers, 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.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management Override of Internal Controls.

Improper Revenue Recognition.

Lack segregation of duties and lack of internal controls specifically with the cash deposits and cash disbursements as well as any unrecorded items.

Expenditures over budget or reclassifications and adjustments made to conform to budgeted items and totals without proper approval.

Billing Rates are not the same rates that are set by the board of directors.

Appropriate debt service accounts and other accounts have not been established and maintained.

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.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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 and *Government Auditing Standards*.

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's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with generally accepted accounting principles accepted in the United States of America based on information provided by you. These 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. The other services are limited to the financial statement services previously defined. 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.

We will perform the service in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit 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.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining 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 monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine

it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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 and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). 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. 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 Scope and 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 other 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.

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 locate any documents selected for testing.

We will provide copies of our reports to the City; 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 Przybysz & Associates CPAs, PC, 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 regulator 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 Przybysz & Associates CPAs, PC's 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 regulator. If we are aware that a federal awarding agency 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.

Marc Lux is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate our fees for these services will be \$39,500. You will also be billed for out-of-pocket costs such as fees charged to confirm bank accounts, travel, lodging, meals, postage, etc. The fee estimate 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. Our invoices for these fees will be rendered at the end of the engagement 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-of-pocket expenditures through the date of termination.

Reporting

We will issue a written report upon completion of our audit of the financial statements. Our report will be addressed to management and those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions,

add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reason 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 withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that 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 City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide 5 copies of our reports to the City (additional copies will be provided at an additional cost); 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.

Alternative Dispute Resolution (ADR)

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each party may disclose any facts to the other party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the facilitator shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either party in any subsequent arbitration between the parties.

Such facilitated negotiations shall conclude within sixty days from receipt of the written notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations shall be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the parties.

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement and cannot be resolved by facilitated negotiations (or the parties agree to waive that process) then such dispute, controversy or claim shall be settled by arbitration in accordance with

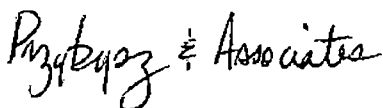
the laws of the State of Arkansas and the then current Commercial Rules of the American Arbitration Association ("AAA"), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitration panel, and shall take place in Fort Smith, Arkansas, unless the parties agree to a different locale.

Such arbitration shall be conducted before an arbitrator selected by the AAA. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including but not limited to (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitrators; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court shall be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel. TO THE EXTENT ANY MATTER IS NOT ARBITRABLE HEREUNDER; THE PARTIES MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO RESOLVE SUCH MATTER.

We appreciate the opportunity to be of service to the City 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,



Przybysz & Associates, CPAs, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____



City of Sallisaw, Oklahoma
115 East Choctaw
P.O. Box 525
Sallisaw, Oklahoma 74955

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the **City of Sallisaw, Oklahoma**.

You will agree to the procedures described in the attachment to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of this engagement, for the year ended June 30, 2024. Our engagement to apply the agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the financial and billing records. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that list the procedures performed and our findings. Our report will be addressed to the City Commissioners. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. 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.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the

4200 Jenny Lind Road, Ste B
Fort Smith, Arkansas 72901
Ph: 479.649.0888 email: marcl@selectlanding.com
www.selectcpa.com

written representations, or we conclude that the written representations provided are otherwise not reliable.

- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the financial and billing records, we will disclose those matters in our report.

You are responsible for the financial and billing records. 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 procedure 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.

At the conclusion of our engagement, we will require certain written representation in the form of a representation letter from management that, among other things, will confirm management's responsibility for the financial and billing records in accordance with the criteria outlined in the attached schedule.

Marc Lux is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be between \$1,500. Our invoice for the fee will be rendered at the completion of the engagement and will be payable on presentation. If we elect to terminate our services for nonpayment, or 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-of-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 services arises, 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 users of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Agreed Upon Procedures Engagement

Criteria for procedures is to demonstrate that the City of Sallisaw, Ok is qualified to continue to assure its financial obligations for closure and post closure costs associated with its municipal landfill facility.

Criteria and procedures:

1. Verify the reasonableness of the City's estimated landfill closure and post closure costs by inquiry of City officials and/or personnel of the Oklahoma Department of Environmental Quality.
2. Calculate certain required financial ratios as of June 30 by analysis of ration components from underlying financial statements and by reperforming mathematical calculations of the ratios.
3. Determine whether the City's basic financial statements as of and for the year ended June 30, were prepared in conformity with GAAP by reviewing the Independent Auditor's Audit Report on the basic financial statements for June 30.
4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the prior two fiscal years ending dates of June 30.
6. Determine whether the City received an unqualified opinion form its independent auditor on its basic financial statements by examining the City's audited financial statements as of and for the current fiscal year ending June 30.
7. Determine that the total environmental obligations for the City do not exceed 43% of the City's total annual revenues by obtaining necessary information from the underlying basic financial statements for the just completed fiscal year and calculating the percentage using the total environmental obligations for closure and post closure costs.
8. Determine whether the current municipal finance test materials have been placed in the City of Sallisaw's landfill operating records, and ensure that a reference to the closure and post closure costs assured through the financial tests will be included in the City's next audited financial statements.

Very truly yours,

Przybysz & Associates

Przybysz & Associates, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the Department.

By: _____

Title: _____

PRZYBYSZ & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION
4200 JENNY LIND ROAD, STE. B
FORT SMITH, ARKANSAS 72901
Phone: (479)649-0888
Fax: (888)343-5852
Email: marcl@selectcpa.com

Contact Person: Marc Lux, CPA

Submission Date: March 18, 2024

March 18, 2024

**City of Sallisaw
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955-0525**

RE: Request for Proposal for Annual Audit Services

To the Board of Commissioners

Thank you for the opportunity to bid auditing services for the City of Sallisaw (the City) for the year ended June 30, 2024. Our proposed fee is located on page 4 of this document.

SIZE AND QUALIFICATIONS OF PRZYBYSZ & ASSOCIATES, CPAs

Przybysz & Associates, CPAs is a local Certified Public Accounting auditor located in Fort Smith, Fayetteville and Bentonville, Arkansas. Our firm has a professional staff of 5, a paraprofessional staff of two. We are licensed to practice in Arkansas and Oklahoma. Our firm specializes in government and non-profit auditing. Our firm has conducted over 4000 audits of governmental and non-profit organizations. These organizations range in size from the very large (in excess of \$100 million in annual revenues) to the very small (less than \$500 thousand in annual revenues). The organizations we have provided auditing services to include cities, municipalities, county agencies, school districts, private schools, local and regional municipal water departments and districts, agencies on aging, child care agencies, Department of Housing & Urban Development funded agencies, United Way agencies, Red Cross agencies, and many other types of organizations. These organizations ranged from privately funded to fully government funded. The government funded organizations receive their funding from Department of Human Services, Department of Housing and Urban Development, Department of Commerce, Department of Education, Department of Agriculture (USDA), Federal Transit Administration, various state agencies, and various other federal agencies.

PEER REVIEW LETTER

A copy of our peer review letter is enclosed herewith. Our most recent peer review was conducted in 2022. Firms can receive a rating of pass, pass with deficiency(ies) or fail. We received a peer review rating of Pass.

QUALIFICATIONS OF MANAGEMENT PERSONNEL TO BE UTILIZED IN AUDIT

Marc Lux – Audit Partner in charge. Marc is a licensed CPA in Arkansas and Oklahoma. Marc graduated from the University of Arkansas with a Bachelor of Science of Business Administration with a major in accounting. Marc has been practicing accounting since 1993. He has assisted with, conducted, and/or managed over 4,000 audits of governmental and non-profit organizations.

Additionally, Marc is an instructor for CPE courses for the Arkansas Society of CPA's in the areas of government and non-profit accounting and auditing. Marc will be the partner-in-charge of the City of Sallisaw's audit and agreed upon procedures engagement, and he will serve as the primary contact for the audit.

David Wyatt – Manager. David is a licensed CPA in Arkansas and works out of our Bentonville office. David graduated Cum Laude from Arkansas Tech University receiving two Bachelor of Science in Business Administration degrees with a major in accounting and a major in economics/finance. David has been practicing accounting in both the private and public sectors since 2001 and joined the firm in 2014. Prior to joining our firm, David's experience included for-profit financial statement audits, not-for-profit audits and retirement plan audits. David has extensive experience in conducting audits in accordance with the Uniform Guidance for many governmental and non-profit organizations. Examples of federal programs/cluster tested include the following:

Title I Grants to Local Educational Agencies, Elementary and Secondary School Emergency Fund, Special Education Cluster, Child Nutrition Cluster, Child care and Development Fund Cluster, Health Center Program Cluster, Coronavirus State and Local Fiscal Recovery Funds, Community Development Block Grants, Capitalization Grants for Clean Water State Revolving Funds.

Ember Whitt – Ember graduated from the University of Arkansas with a Bachelor in Business Administration with a major in account. Since joining the firm in 2018, Ember's auditing experience has primarily been with not-for-profit and governmental entities as well as preparing Form 990 for many not-for-profit organizations in Northwest Arkansas, the River Valley, and Eastern Oklahoma. Her experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Health Center Program Cluster, Child Care and Development Block Grant, Crime Victim Assistance, Temporary Assistance for Needy Families, Twenty-First Century Community Learning Centers, Child and Adult Care Food Program, Technical Assistance and Training Grants.

Jennifer Kapitan – Jennifer is a licensed CPA in Arkansas and Michigan. Jennifer graduated from the University of Michigan with a Bachelor in Business Administration with a major in accounting. Jennifer has five years public accounting experience primarily focusing on audits of manufacturing, governmental and non-profit entities. Since joining our firm in 2012, Jennifer's experience has been focused on governmental and non-profit audits. Prior to joining our firm, Jennifer worked for Tropicana HQ in Florida where she was an accounting supervisor in the financial reporting department. Jen will assist in preparing the financial statements and serves as quality control for the engagement.

David Eaton – Manager. David is a licensed CPA in Arkansas and Illinois and works out of our Fayetteville office. David graduated Magna Cum Laude from Blackburn College with a Bachelor of Arts in Business Administration and Economics. David returned to college at the College of Dupage in 2011 to acquire necessary courses to become a CPA and joined our firm in 2015. David has over 25 years of Operation Management experience that enables a unique insight to our Audit Team. David's experience in managerial accounting gives a broad range of expertise which he now utilizes for audits of not-for-profit and governmental entities in Arkansas. His experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Head Start, Microloan Program, Federal Transit Cluster, Water and Waste

Disposal Systems for Rural Communities, Community Development Block Grants, Investments for Public Works and Development Facilities, Economic Adjustment Assistance, Coronavirus Relief Fund.

Jaison Black – Jaison has a Bachelor of Business Administration, with a major in accounting, from the University of Arkansas at Fort Smith, and an MBA from John Brown University. Jaison has been with the firm since 2017, and has nine years of experience in public accounting, primarily focusing on audits of not-for-profit and governmental entities in Northwest Arkansas, the River Valley, and Eastern Oklahoma. His experience in auditing entities in accordance with Uniform Guidance include some of the following federal programs/clusters:

Elementary and Secondary School Emergency Relief Fund, Child and Adult Care Food Program, Child Care and Development Block Grant.

As you can see from the listing of the firm's personnel, the staff is what I would consider long-term. We do try to keep the same staff on the engagement from one year to the next, but since auditing of non-profit and governmental organizations is all we do, all have experience and are cross-trained to handle the changes of an engagement.

All certified staff are required to take a minimum of 40 hours of continuing education. Since many of our audits are Yellow-Book engagements (audits subject to Government Auditing Standards) most, if not all, of those hours meet set requirements for auditing and accounting. Our practice consists entirely of audits, reviews, compilations, and agreed-upon procedure engagements; therefore, our continuing education is specific to those areas.

DESCRIPTION OF TECHNICAL APPROACH TO BE USED IN AUDIT

The audit will be performed using a risk-based approach. We will draw upon our prior experience in auditing governmental entities of City of Lavaca, Arkansas and the City of Horseshoe Bend, Arkansas, obtain an understanding of the City of Sallisaw's internal control, and use this to identify areas that are most at risk for material misstatement. The results of this risk assessment will determine the areas we need to focus on and apply auditing procedures. These auditing procedures would involve substantive tests of transaction details, analytical procedures, inquiry with the City of Sallisaw's personnel and third-party accountants, walk-throughs, or combinations of all.

The Single Audit part of the audit will involve identifying the federal award(s) based on the City's schedule of expenditures of federal awards, determine which awards will be selected for testing as major programs. The compliance supplements for selected federal awards will be used, along with other audit guides to test for adherence to required compliance objectives.

UNDERSTANDING OF SERVICES TO BE PERFORMED

We are of the understanding of the services to be performed for the City of Sallisaw, Ok for year ending June 30, 2024:

- Audit of the financial statements and supplementary information for the City of Sallisaw, Oklahoma in accordance with the Auditing standards generally accepted in the United States of America as included in the Statements of Auditing Standards promulgated by the American Institute of Certified Public Accountants, provisions of relevant Government Accounting Standards Board statements, and standards applicable to financial audits contained in Government Auditing standards issue by the Comptroller General of the United States of America and in accordance with the Single Audit Act Amendments of 1996 and Title 2 U. S. Code Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles,

- Issue the required reports and findings for the financial statement audit, Internal control over financial reporting, Uniform Guidance audit, and Agreed Upon Procedures.
- Provide proposed adjusting entries to the City management for review and acceptance as well as immaterial adjustments not proposed for adjustment.
- Review the minutes of the City and Public Trusts for the fiscal year being audited.
- Provide the City with a draft audit report for management to approve.
- Provide a final report to the City of Sallisaw Commissioners on November 11, 2024 or 13 weeks from the day that the City managers or the third-party accounting firm submits all documents required for the audit.
- Provide the initiation of the Data Collection Form and complete the on-line form based on the audit and Uniform Guidance findings for management to finalize and send. Auditor will upload financial statements to SLA on-line reporting site for the State of Oklahoma.
- Provide a letter to governance that includes findings in internal control whether they be material or not and recommendations for prevention, detection, or correction.
- Provide an Agreed Upon Procedures Engagement to report on the City of Sallisaw's qualifications to assure continuance of its financial obligations for closure, and post closure costs associated with its municipal landfill facility by performing the following criteria:
 1. Verify the reasonableness of the City's estimated landfill closure and post closure costs by inquiry of City officials and/or personnel of the Oklahoma Department of Environmental Quality.
 2. Calculate certain required financial ratios as of June 30 by analysis of ration components from underlying financial statements and by reperforming mathematical calculations of the ratios.
 3. Determine whether the City's basic financial statements as of and for the year ended June 30, were prepared in conformity with GAAP by reviewing the Independent Auditor's Audit Report on the basic financial statements for June 30.
 4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
 5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the prior two fiscal years ending dates of June 30.
 6. Determine whether the City received an unqualified opinion form its independent auditor on its basic financial statements by examining the City's audited financial statements as of and for the current fiscal year ending June 30.
 7. Determine that the total environmental obligations for the City do not exceed 43% of the City's total annual revenues by obtaining necessary information from the underlying basic financial statements for the just completed fiscal year and calculating the percentage using the total environmental obligations for closure and post closure costs.
 8. Determine whether the current municipal finance test materials have been placed

in the City of Sallisaw's landfill operating records, and ensure that a reference to the closure and post closure costs assured through the financial tests will be included in the City's next audited financial statements.

ANTICIPATED HOURS AND FEE(S)

Based on audits of similar size, we estimate the number of hours for the audit to range from 250-325. The hours agreed-upon procedures engagement are estimated from 8-16.

Our fees for these services are as follows:

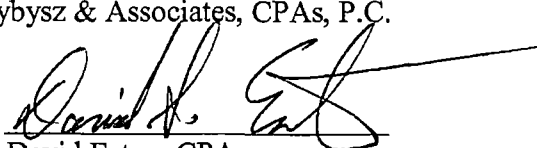
Audit for the year ended June 30, 2024	\$32,500
Additional fee if an audit of federal awards is required	\$7,000
Agreed-upon procedures engagement for the Municipal	
Landfill DEQ Calculation	\$1,500

The fee noted above includes all the levels of staff that will be involved in the engagement. The audit fee does include the preparation and filing of the audit report and Form SA&I 2643. If a single audit of the federal awards is required, the additional fee includes the preparation and on-line submission of the Data Collection Form. The fee does not include ancillary expenses such as travel at standard mileage rates and the \$100 filing fee to the Oklahoma State Auditor & Inspector.

We estimate our fee increases to be minimal, typically 5% per year. We try to use the subsequent years to recoup the setup costs incurred during the initial year.

Again, we appreciate the opportunity bid on the auditing services for the City of Sallisaw. More information about our firm and the services we provide can be found at www.selectcpa.com.

Sincerely,
Przybysz & Associates, CPAs, P.C.

By: 
David Eaton, CPA



GARLAND & GREENWOOD

CPAs and Advisors, PLLC

John S. Brock | Jake Froemsdorf | Rocky Goodman | Greg Schichtl | J. Michael Tuohey

July 11, 2022

To the Partners of Przybysz & Associates, CPAs, P.C.
and the Partners in Peer Review Committee

Report on the Firm's System of Quality Control

We have reviewed the system of quality control for the accounting and auditing practice of Przybysz & Associates, CPAs, P.C. (the Firm) in effect for the year ended September 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion the system of quality control for the accounting and auditing practice of Przybysz & Associates, CPAs, P.C. in effect for the year ended September 30, 2021, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Przybysz & Associates, CPAs, P.C. has received a peer review rating of *pass*.

Garland & Greenwood CPAs and Advisors, PLLC

Statement of Qualifications

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Responder may submit any additional information.

1. Name (Firm Name): Przybysz and Associates, CPAs, PC.
2. Permanent main office address:
4200 Jenny Lind Blvd. Suite B Fort Smith, Arkansas 72901
3. When organized: 1990
4. If a corporation, where incorporated: Arkansas
5. How many years have you been engaged in the auditing business under your present firm or trade name? 34 years
6. General character of work performed by your company:
We are a firm that performs compilations and attestations only.
7. Have you failed to complete any work awarded you? No
8. Have you ever defaulted on a contract? No. If yes, please explain.
9. List the last five municipal governments you have performed audit services for, their contacts and date of completion.
 - a. City of Lavaca, Arkansas Audit of the City's financial statements Mr. Hugh Hardgrave
Audit for 12/31/2023 completed February 26, 2024
 - b. City of Horseshoe Bend, Arkansas-Sandy Maier treasurer, Barbara Kurtzweil ,
Bookkeeper. 12/31/ 2022 completed June 8, 2023
 - c. _____
 - d. _____
 - e. _____
10. Professional References. List a minimum of three (3) professional references, preferably references of clients your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. Sebastion County Federal Funds- Steve Holz and Melissa Sinclair 479-783-8172
 - b. Madison County Federal Funds- Larry Garrett and Carman Watkins 479-738-6721

- c. City of Pea Ridge Water Utilities-Angie Jennings, Ken Hayes 479-451-1109
- d. Cherokee Village WaterWorks Facilitie Board- Melody Brink, Tom Thornton-870-257-3508
- e. Polk County Federal Fund-Brandon Ellison and Tanya Fretz 479-394-8107

11. List the main contact of your firm the City will communicate with:

- a. Name: Marc Lux
- b. Phone: 479-434-3127
- c. Email: marcl@selectlanding.com

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Sallisaw in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 18 day of March, 20 24.

Przybysz & Associates, CPAs, PC
Company or Individual Name

By: David Eaton

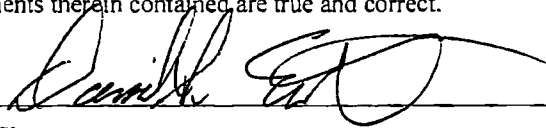
Title: Audit Manager

STATE OF Arkansas)

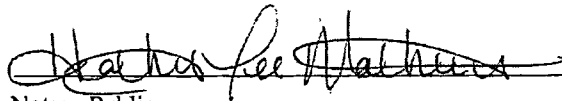
) ss

COUNTY OF Washington)

David Eaton being duly sworn, states that
he/she is the Audit Manager of Przybysz & Associates, CPAs and that
the answers to the foregoing questions and all statements therein contained are true and correct.

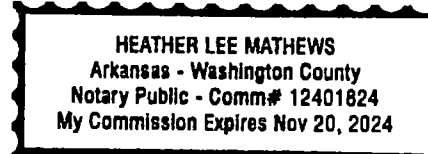

Signature

Subscribed and sworn to before me this 18th day of March, 20 24


Notary Public

My Commission expires: Nov 20, 2024

My Commission No.: 12401824



Non-Collusion Affidavit, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY YOUR SUBMITTAL

STATE OF Arkansas)
) ss
COUNTY OF Washington)

I David Eaton, of lawful age, being first duly sworn, on oath says:

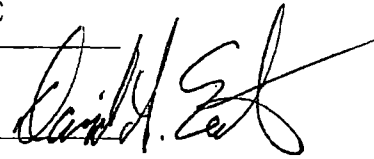
1. (S)He is the duly authorized agent of Przybysz & Associates, CPAs, PC., the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Przybysz & Associates CPAs, PC

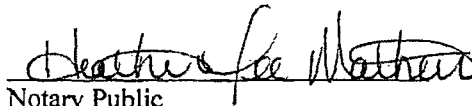
Company Name

Audit Manager, David Eaton

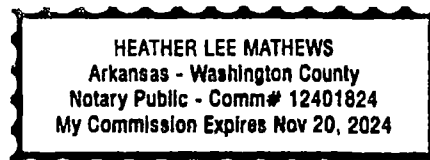
President



This instrument was subscribed, acknowledged, and sworn to before me this 18th day of March, 2024, by David Eaton, the person signing above, as the above-named Contractor's duly sworn agent.


Notary Public

My Commission expires: Nov 20, 2024
My Commission No. : 12401824





City of Sallisaw, Oklahoma
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955

We are pleased to confirm our understanding of the services we are to provide the City of Sallisaw, Oklahoma (the City) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, 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 the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS), provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City'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 the City's RSI in accordance with GAAS. 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 (GAAP) and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis
- 2) Required supplemental information for cost-sharing employer plans
- 3) Budgetary Comparison Schedule – General Fund and Street Fund
- 4) Schedule of Changes in Net Pension Liability and Related Ratios
- 5) Schedule Employer Contributions

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Fort Smith, Arkansas 72901
Ph: 479.649.0888 email: marcl@selectlanding.com
www.selectcpa.com

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and 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. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of the audit in accordance with GAAS, we will exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. 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, there is a risk that material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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. However, we will inform the appropriate level of management of any material errors or 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

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 customers, 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.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management Override of Internal Controls.

Improper Revenue Recognition.

Lack segregation of duties and lack of internal controls specifically with the cash deposits and cash disbursements as well as any unrecorded items.

Expenditures over budget or reclassifications and adjustments made to conform to budgeted items and totals without proper approval.

Billing Rates are not the same rates that are set by the board of directors.

Appropriate debt service accounts and other accounts have not been established and maintained.

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.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. 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 and *Government Auditing Standards*.

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's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with generally accepted accounting principles accepted in the United States of America based on information provided by you. These 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. The other services are limited to the financial statement services previously defined. 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.

We will perform the service in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit 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.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining 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 monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine

it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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 and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). 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. 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 Scope and 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 other 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.

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 locate any documents selected for testing.

We will provide copies of our reports to the City; 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 Przybysz & Associates CPAs, PC, 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 regulator 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 Przybysz & Associates CPAs, PC.'s 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 regulator. If we are aware that a federal awarding agency 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.

Marc Lux is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate our fees for these services will be \$39,500. You will also be billed for out-of-pocket costs such as fees charged to confirm bank accounts, travel, lodging, meals, postage, etc. The fee estimate 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. Our invoices for these fees will be rendered at the end of the engagement 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-of-pocket expenditures through the date of termination.

Reporting

We will issue a written report upon completion of our audit of the financial statements. Our report will be addressed to management and those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions,

add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reason 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 withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that 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 City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will provide 5 copies of our reports to the City (additional copies will be provided at an additional cost); 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.

Alternative Dispute Resolution (ADR)

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each party may disclose any facts to the other party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the facilitator shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either party in any subsequent arbitration between the parties.

Such facilitated negotiations shall conclude within sixty days from receipt of the written notice unless extended by mutual consent. The parties may also agree at any time to terminate or waive facilitated negotiations. The costs incurred by each party in such negotiations shall be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the parties.

If any dispute, controversy or claim arises in connection with the performance or breach of this Agreement and cannot be resolved by facilitated negotiations (or the parties agree to waive that process) then such dispute, controversy or claim shall be settled by arbitration in accordance with

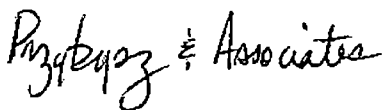
the laws of the State of Arkansas and the then current Commercial Rules of the American Arbitration Association ("AAA"), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitration panel, and shall take place in Fort Smith, Arkansas, unless the parties agree to a different locale.

Such arbitration shall be conducted before an arbitrator selected by the AAA. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including but not limited to (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitrators; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court shall be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel. TO THE EXTENT ANY MATTER IS NOT ARBITRABLE HEREUNDER; THE PARTIES MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO RESOLVE SUCH MATTER.

We appreciate the opportunity to be of service to the City 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,



Przybysz & Associates, CPAs, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____



City of Sallisaw, Oklahoma
115 East Choctaw
P.O. Box 525
Sallisaw, Oklahoma 74955

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the **City of Sallisaw, Oklahoma**.

You will agree to the procedures described in the attachment to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of this engagement, for the year ended June 30, 2024. Our engagement to apply the agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the financial and billing records. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that list the procedures performed and our findings. Our report will be addressed to the City Commissioners. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. 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.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the

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www.selectcpa.com

written representations, or we conclude that the written representations provided are otherwise not reliable.

- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the financial and billing records, we will disclose those matters in our report.

You are responsible for the financial and billing records. 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 procedure 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.

At the conclusion of our engagement, we will require certain written representation in the form of a representation letter from management that, among other things, will confirm management's responsibility for the financial and billing records in accordance with the criteria outlined in the attached schedule.

Marc Lux is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be between **\$1,500**. Our invoice for the fee will be rendered at the completion of the engagement and will be payable on presentation. If we elect to terminate our services for nonpayment, or 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-of-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 services arises, 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 users of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Agreed Upon Procedures Engagement

Criteria for procedures is to demonstrate that the City of Sallisaw, Ok is qualified to continue to assure its financial obligations for closure and post closure costs associated with its municipal landfill facility.

Criteria and procedures:

1. Verify the reasonableness of the City's estimated landfill closure and post closure costs by inquiry of City officials and/or personnel of the Oklahoma Department of Environmental Quality.
2. Calculate certain required financial ratios as of June 30 by analysis of ration components from underlying financial statements and by reperforming mathematical calculations of the ratios.
3. Determine whether the City's basic financial statements as of and for the year ended June 30, were prepared in conformity with GAAP by reviewing the Independent Auditor's Audit Report on the basic financial statements for June 30.
4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the prior two fiscal years ending dates of June 30.
6. Determine whether the City received an unqualified opinion form its independent auditor on its basic financial statements by examining the City's audited financial statements as of and for the current fiscal year ending June 30.
7. Determine that the total environmental obligations for the City do not exceed 43% of the City's total annual revenues by obtaining necessary information from the underlying basic financial statements for the just completed fiscal year and calculating the percentage using the total environmental obligations for closure and post closure costs.
8. Determine whether the current municipal finance test materials have been placed in the City of Sallisaw's landfill operating records, and ensure that a reference to the closure and post closure costs assured through the financial tests will be included in the City's next audited financial statements.

Very truly yours,

Przybysz & Associates

Przybysz & Associates, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the Department.

By: _____

Title: _____

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Solar Lights for Sports Complex Walking Trail

ITEM TITLE: Discussion and possible action on Purchase Order No. 101170, issued to Gridshift Solutions, LLP of Edmond, Oklahoma, in the amount of \$157,728.00 for the purchase and installation of 48 fiberglass direct bury solar lights for the Sequoyah Walking Trail at the Sallisaw Sports Complex

INITIATOR: Purchasing Agent
City Manager

STAFF INFORMATION SOURCE: Request for Quotes/Proposals of March 13, 2024

BACKGROUND: Staff recently solicited proposals for the purchase and possible installation of solar lights for the Sequoyah Walking Trail at the sports complex. We received three proposals.

- Gridshift Solutions, LLP: Direct Bury Solar Lights and Poles, \$115,008.00. Installation \$42,720.00 . Total \$157,728.00.
- Purpose Sales Group: Direct Bury Solar Lights and Poles, \$195,182.00. Installation, no quote. Total \$195,182.00.
- Purpose Sales Group: Base Mount Solar Lights and Poles, \$183,354. Installation, no quote. Total \$183,354.00.

EXHIBITS: 1. Solar Lights.Gridshift Solutions

KEY ISSUES:

- Installation of these lights will provide security for our walkers/joggers who use the trail in late evenings or early mornings.
- Since the amount is under what we budgeted, we will request the vendor also perform installation of the lights, which was quoted in their response.
- Delivery time is 10–14 weeks.

FUNDING SOURCE: FY 2024 Capital Improvement Fund, \$175,000 available. 0330-501-57717

RECOMMENDATION: Staff recommends approval of Purchase Order No. 101170.

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 3/15/24	Date of Quotation 3/27/24	Date of Quotation 3/27/24
Department Number: 501- PARKS	Department Number: 501- PARKS	Department Number: 501- PARKS
Vendor Name / Number Gridshift Solutions	Vendor Name / Number Purpose Sales GRP.	Vendor Name / Number Purpose Saks GRP.
Address 2803 Broadway Ct. City Edmond State OK Zip 73013	Address BROKEN ARROW City BROKEN ARROW State OK Zip 74011	Address BROKEN ARROW City BROKEN ARROW State OK Zip 74011
Phone 405-673-8684	Phone 918-625-0090	Phone 918-625-0090
Item(s) Sports Complex Walking Trail Lights	Item(s) Sports Complex Walking Trail Lights	Item(s) Sports Complex Walking Trail Lights
Quantity 48- DIRECT BURY	Quantity 54- Bury	Quantity 54 - BASE MOUNT
Price each \$2,396.00	Price each \$3,490.00	Price each \$3,290.00
Est. Freight Allowed	Est. Freight \$6,722.00	Est. Freight \$5,694.00
Total Cost \$ \$115,008.00 Installed \$157,728.00	Total Cost \$ \$195,182.00	Total Cost \$ \$183,354.00
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date 30 days
Quotes Obtained By: BORMANN	Quotes Obtained By: BORMANN	Quotes Obtained By: BORMANN
GL Budget Line 030-501-57717	GL Budget Line 030-501-57717	GL Budget Line 030-501-57717
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)

CITY OF SALLISAW
REQUEST FOR BIDS / QUOTES / PROPOSALS
For products, materials, supplies, services, equipment and or vehicles

Bid/Proposal Category

☒ **Materials** ☐ **Supplies** ☐ **Services**
☐ **Equipment** ☐ **Vehicles**

SUBJECT: SOLAR LIGHTING FOR WALKING TRAIL		
City of Sallisaw P.O. Box 525 115 East Choctaw Sallisaw, OK 74955 Phone: (918) 775-6241	AVAILABLE DATE:	March 13, 2024
	REQUEST ID:	SC-WALKING TRAIL
	PROPOSAL DUE DATE & TIME	March 28, 2024, 10:00 a.m.
	OPENING DATE & TIME	As received
	AWARD DATE	On or before April 9, 2024
<i>*The City of Sallisaw reserves the right to reject any or all bids/proposals and to cancel this request at any time. All bids/proposals submitted shall be good for 30 days of opening and no responder may withdraw their proposal within 30 days of opening.</i>		
<u>Submittal & Opening Information:</u> Please submit responses to: City of Sallisaw 115 East Choctaw P.O. Box 525 Sallisaw, OK 74955 Attention: Purchasing Agent Mailed proposals shall be sealed in an envelope with the words “SOLAR LIGHTING” on the front of the envelope. Proposals may also be emailed to: purchasing@sallisawok.org or rsizemore@sallisawok.org		
Contact Information	Randy Sizemore, Purchasing Agent Phone: (918) 775-6241 Email: rsizemore@sallisawok.org purchasing@sallisawok.org	

DEFINITIONS

- A. "City" means the City of Sallisaw.
- B. "Acquisition" means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. "Bid" means an offer in the form of a bid, proposal, or quote a vendor submits in response to a solicitation.
- D. "Bidder / Vendor" means an individual, business entity, or supplier that submits a proposal in response to a solicitation.
- E. "Solicitation" means a request or invitation by the City for a supplier/vendor to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.

SUBMISSION

Proposals will be received by the City of Sallisaw for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work, or provide the materials, as outlined in these specifications. Submission of a response shall constitute an agreement on the part of the Responder to all terms and conditions contained therein. Copies of all documents are available for inspection in the Office of the City Clerk.

All proposals must be submitted prior to the due date and time listed above. Proposals received by the city after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

1. The City of Sallisaw reserves the right to reject any or all proposals and to cancel this request at any time.
2. The City of Sallisaw reserves the right to waive immaterial defects and minor irregularities in this request.
3. The City of Sallisaw reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal of lowest cost. The City of Sallisaw reserves the right to award to any vendor or combination of vendors. The City of Sallisaw reserves the right to negotiate with any vendor as necessary to serve the best interests of the City.
4. The issuance of this request does not constitute a commitment by the City of Sallisaw to enter into a contract for the completion of this project or to pay any costs incurred by any vendor in the preparation of their response to this request.
5. The City of Sallisaw accepts no responsibility for payment to subcontractors or consultants and the successful vendor assumes all sub-contractual responsibilities within their proposal.
6. All proposals will become the property of the City of Sallisaw and subject to open records laws. The City reserves the right to make use of any information or ideas in the proposals.
7. Attention is called to the requirement that the successful vendor must comply with all local, state, and federal laws, regulations and policies applicable to this request unless specifically excluded herein.

8. Vendors should carefully examine specifications and fully inform themselves as to all conditions and matters, which can affect the work or the costs thereof. Should a vendor find discrepancies in, or omissions from this document, specifications, or other documents, or should be in doubt as to their meaning, he should notify the City of Sallisaw and obtain clarification prior to submitting any proposal. Any request for clarification or additional documentation shall be submitted in writing to the Purchasing Agent. Any clarification, additional documentation and/or addendum from the City of Sallisaw will be forwarded to all prospective vendors via e-mail. All requests for additional information from prospective vendors shall be submitted to the City of Sallisaw no later than ten (10) calendar days prior to the due date and time noted above.
9. Proposals will be reviewed and evaluated by City of Sallisaw staff, which will then make recommendations to the Board of City Commissioners (if needed).
- 10. Proposals received after the due date and time will not be considered.**

REQUESTED MATERIALS AND SPECIFICATIONS

Items Requested:	Solar Lighting And Mounting Pole for Sallisaw Sports Complex Walking Trail
------------------	--

*Vendor may propose more than one make/model of solar package.

*See attached map of trail layout at the end of this document.

Minimum Wattage: 30W

Minimum Lumens: 5200

Minimum Mounting Height: 20 ft.

Pole Type: Round tapered, direct bury or anchor base (Vendor to specify)

Pole Material: Metal or Fiberglass

Pole Color: Black

Pole Height: Minimum 20 ft.

Solar Package: To include pole, battery, solar panel, brackets, and all other items needed for a complete light package.

Quantity Needed: See attached map of the Sallisaw Sports Complex Walking Trail. **Vendor shall provide a layout map with each light showing the coverage area of each light. Vendor shall identify quantity needed to cover the entire trail. Vendor shall specify the distance between each light.**

To Be Completed by Vendor

Type and Model Proposed:

Light = CS-Comm-SSL-30W (44 pcs Type 3, 4 pcs Type 5)

Pole = CLL-ARTF-24-20-N-DB-BL-T

☒ Direct Bury ☐ Anchor Base

☐ Metal ☒ Fiberglass

*Attach cut sheets of make and model proposed.

*If anchor base, attach specifications of foundation required.

Solar Package Information / Comments:

Package Includes
- Self contained solar light + all hardware → warranty
- 20' (24' overall) direct bury fiberglass pole

Syr-Non Prorated

Terms: 50% with PO and 50% upon delivery OR 2% prepayment discount.

PROPOSED COST OF MATERIALS

Quantity: 48 Cost each: \$2,396 Total Cost: \$115,008
Shipping (FOB Sallisaw): Allowed
Other: _____
Total Cost: 115,008

Total Cost Written:

One hundred fifteen thousand + eight dollars

Delivery time: 10-12 weeks

Optional Installation Cost:

Units 48 x Cost 890 = Cost \$ 42,720

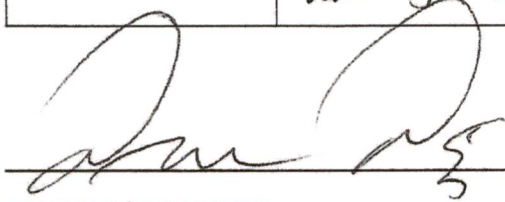
10% mobilization upfront-remainder paid on completion

NOTE: Cost proposals shall not include sales tax. OWNER is exempt from Oklahoma Sales and use taxes on materials and equipment to be incorporated in the work.

PROPOSAL - VENDOR INFORMATION

solar Lights

VENDOR NAME	GridShift Solutions LLP
ADDRESS CITY/STATE/ZIP	2803 Broadway Ct Edmond OK 73013
PHONE	OFFICE 405-673-8689 CELL 405-613-6506
EMAIL ADDRESS	drew@gridshiftsolutions.com
VENDOR WEBSITE	www.gridshiftsolarlighting



3-13-24

CONTACT / SIGNATURE

DATE

Drew Dorr COO

CONTACT / NAME PRINTED, TITLE

drew@gridshiftsolutions.com

EMAIL ADDRESS

PROPOSAL - VENDOR INFORMATION

Poles & Install

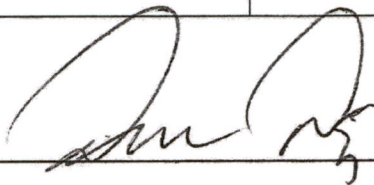
VENDOR NAME	Certified Light Co.
ADDRESS CITY/STATE/ZIP	2801 Broadway Ct Edmond OK 73013
PHONE	OFFICE 405-529-5689 CELL 405-613-6506
EMAIL ADDRESS	drew@certifiedroofco.com
VENDOR WEBSITE	www.certifiedlightco.com

CONTACT / SIGNATURE

DATE

CONTACT / NAME PRINTED, TITLE

EMAIL ADDRESS

 3-13-24
Drew Dove Manager
drew@certifiedroofco.com

NON-COLLUSION AFFIDAVIT, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY THE Response

STATE OF Oklahoma)
) ss
COUNTY OF Oklahoma)

I Drew Dorer, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of Grid Shift Solutions LLP, the Vendor under the proposal which is attached to this document, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Proposal;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Proposal; and
3. Neither the Vendor nor anyone subject to the Vendor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Proposal to which this statement is attached.

Grid Shift Solutions LLP

Company Name

[Signature]

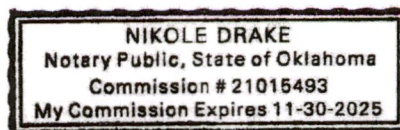
President

This instrument was subscribed, acknowledged, and sworn to before me this 15th day of March, 2024, by Drew Dorer, the person signing above, as the above-named Contractor's duly sworn agent.

[Signature]

Notary Public

My Commission expires: 11-30-25
My Commission No. : 21015493



NON-COLLUSION AFFIDAVIT, City of Sallisaw

THIS AFFIDAVIT MUST ACCOMPANY THE Response

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

I Drew Dorier, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of Certified Light Co, the Vendor under the proposal which is attached to this document, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Proposal;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Proposal; and
3. Neither the Vendor nor anyone subject to the Vendor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Proposal to which this statement is attached.

Certified Light Co

Company Name

[Signature]

President

This instrument was subscribed, acknowledged, and sworn to before me this 15th day of

March, 2024, by Drew Dorier, the person signing above, as the above-named Contractor's duly sworn agent.

[Signature]

Notary Public

My Commission expires: 11-30-25
My Commission No. : 21015493





Oklahoma Tax Commission

www.tax.ok.gov



Date Issued: July 11, 2014

Letter ID: L1613624832

Taxpayer ID: **.***5410



CITY OF SALLISAW

PO BOX 525

SALLISAW OK 74955-0525

TBS

Oklahoma Sales Tax Exemption Permit Municipal Government

County SEQUOYAH

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sale of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10017232-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
CITY OF SALLISAW 115 E CHOCTAW AVE SALLISAW OK 74955-4629	921190	6819	December 07, 2004	NON-EXPIRING

Thomas Kemp Jr., Chairman
Jerry Johnson, Vice-Chairman
Dawn Cash, Secretary-Member

SALLISAW SPORTS COMPLEX WALKING TRAIL

Google Map Link:

<https://maps.app.goo.gl/ZsyWzdHWvsScRdfTA>

Coordinates: 35.44679025936577, -94.7532316744164



Luminaire Schedule						
Project: Salisaw Sports Complex - Trail						
Symbol	FCV	Label	Arrangement	Description	LF	Luminaire Lumens
1	B	Single	CS-COM-SOL-4000K-30W-TYPE5		1.000	1405
44	A	Single	CS-COM-SOL-4000K-TYPE2		1.000	1200
						Mounting Height
						129
						187
						173

ALL FIXTURE MOUNTING HEIGHTS ARE SHOWN ADJACENT TO FIXTURE LOCATIONS ON PLAN
IT IS THE INTENT OF THIS PLAN TO INDICATE NEW LED FIXTURES AT EXISTING POLE/FIXTURE LOCATIONS AS SHOWN

Calculation Summary						
Project: Salisaw Sports Complex - Trail						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Lot Area FC at Grade	ILLUMINANCE	FC	0.49	2.1	0.0	0.3
Walkway FC at Grade	ILLUMINANCE	FC	1.31	3.8	0.2	0.55
						18.00

ALL VALUES SHOWN ARE HORIZONTAL INITIAL FOOTCANDLES AT FINISHED GRADE (U.O.M.)
FIXTURE DISTRIBUTION TEMPLATES ARE SHOWN AT 0.10 FC FOR REFERENCE USE ONLY
VALUES DO NOT INCLUDE CONTRIBUTION FROM ADJACENT PROPERTIES OR SHEDDING LIGHTING NOT SHOWN
FOOTCANDLE VALUES DO NOT INCLUDE OBSTRUCTIONS FROM TREES, SHRUBS, LANDSCAPING, VEHICLES OR FENCING



SALISAW SPORTS COMPLEX - TRAIL SOLAR LIGHTING - PHOTOMETRIC PLAN - 30W

Sheet 1 of 10

REVISIONS TO THIS DOCUMENT SHALL BE MADE BY THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

Project	Salisaw Sports Complex
Location	Trail - Solar Lighting
Scale	1" = 100'
North Arrow	
Legend	
Notes	
Revisions	
Drawn By	
Checked By	
Approved By	
Date	



COMMANDER SOLAR STREET LIGHT

CS-COM-SSL-(10W-15W-20W-25W-30W-35W-40W-45W-50W-60W-80W-100W)

Features & Benefits

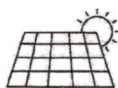
- All in One Design
 - Solar panel, battery & controller in one attractive luminaire
 - Low EPA
 - Less Strain on Pole
 - Lower Installation Cost
 - Easy to Convert to Solar
- Superior Technology Solutions
 - Brightest Output
 - CERTIFIED Burn Time Performance
 - Longest life
 - Smart Controller
- Smart Technology
 - Automatic Light & Time Control
 - Infrared Human Sensor (PIR)
 - Microwave Sensor
 - Web based control/monitoring available



Exclusive Free
Battery Recycling
Program



Certifications



Bifacial
Solar Module



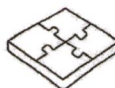
Self Learning
Controller



LiFePO4
Lithium-Iron
Batteries



Philips Lumileds
Luxeon 5050
Chip



All-in-One



Anti-Typhoon



Optional
Motion Sensor



IP65



AMERICAN COMBAT VETERAN OWNED COMPANY



405-673-8684
www.gridshiftsolar.lighting

GRIDSHIFT™
SOLAR LIGHTING

Corporate: 2803 Broadway Ct. Edmond, OK 73013
California: 1341 Distribution Way, Suite 20, Vista, CA 92081

Cuesta Sol is a trademark of GridShift Solutions, LLP



Wounded Warrior Project

• Residential • Parking Lots • Sports & Playgrounds • Pathways • Parks • Security •

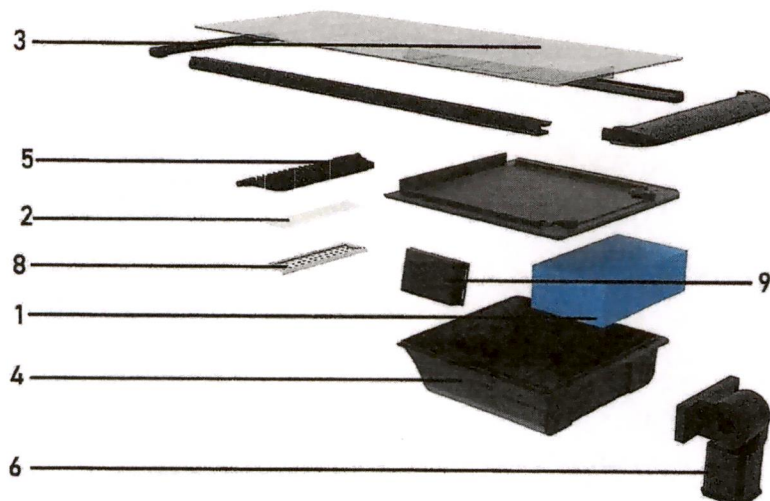


Cuesta Sol™

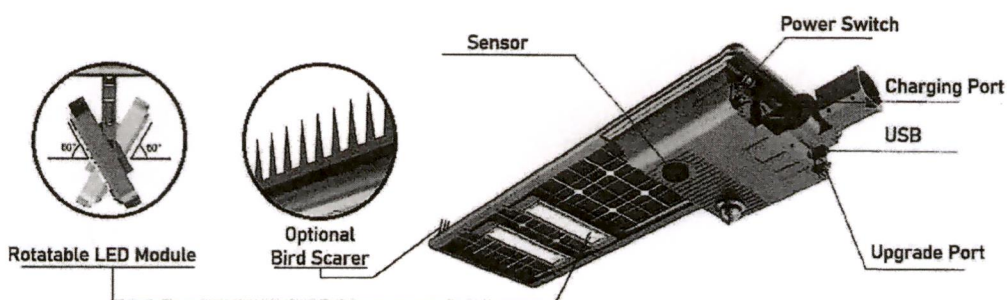
COMMANDER SOLAR STREET LIGHT

CS-COM-SSL-(10W-15W-20W-25W-30W-35W-40W-45W-50W-60W-80W-100W)

Features



1. Easy battery replacement design, can be renewed for 7 years. Ultra-high light efficiency, 10 watts equivalent to 20 watts of others at least.
2. Bilateral solar panels, the overall conversion efficiency is increased by 30%.
3. Unique anti-theft technology on battery door.
4. Rotatable LED module, worry-free installation, best solar panel angle adapt to the sun.
5. The various installation methods suit for any application likes light poles, wall surface and etc.
6. From 10 to 60 watts, can replace the traditional 35-240 watts, meeting all road application conditions.
7. More than 30 different optical road lighting designs, adapt to various road conditions but no waste of light.
8. PIR/microwave motion sensor and smart controller all built in. AC and DC complementary, also USB power and alarm supply when emergency use.
9. Remote system control.



AMERICAN COMBAT VETERAN OWNED COMPANY



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Wounded Warrior Project



Cuesta Sol™

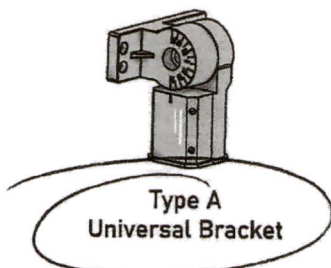
COMMANDER SOLAR STREET LIGHT

CS-COM-SSL-(10W-15W-20W-25W-30W-35W-40W-45W-50W-60W-80W-100W)

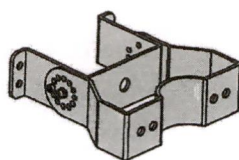
Technical Specifications

- Operating time: 15 hours full power, intelligent mode 5-7 days.
- Input Voltage: 12-24V constant voltage.
- Control Mode: Light Control+ Motion Sensor/Time Control/PIR Built In.
- Working Mode: 30% of intensity at first 4 hrs, 100% bright when people or car pass by, then rest of time 30% of intensity, and 70% of intensity when people pass by.
- Housing: Die-Casting Aluminum, Anti-Corrosion.
- Life Hours: >50,000 hours.
- 3000K/4000K/5000K/5700K/6500K available. CRI: 70/80

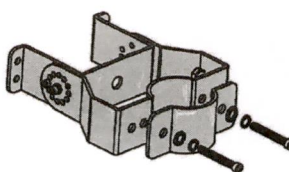
Bracket Options



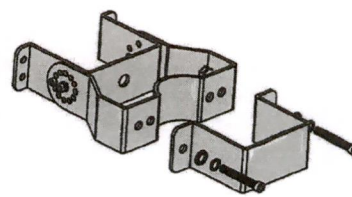
Type A
Universal Bracket



Type B
Wall Mount



Type C
Round Pole



Type D
Square Pole

*Bracket options do not apply to 60W-B, 80W & 100W

Model	Wattage	Lumens	Efficacy	Solar Panel	Battery Voltage	Battery Wattage	Battery Charging Time	Optical Lens	IP Rating	Installation Height	Fixture Dimension	Weight	EPA
CS-COM-SSL-10W	10w	2205lm	218lm/w	30W/18V	12.8V 12AH	153.6WH	5.12 Hrs		IP65				
CS-COM-SSL-15W	15w	3166lm	210lm/w	30W/18V	12.8V 12AH	153.6WH	5.12 Hrs		IP65	9.84' - 19.69'	24.92" x 14.37" x 8.32"	25.35 lbs	.63
CS-COM-SSL-20W	20w	4174lm	210lm/w	40W/18V	12.8V 18AH	230.4WH	5.76 Hrs		IP65				
CS-COM-SSL-25W	25w	5163lm	206lm/w	40W/18V	12.8V 18AH	230.4WH	5.76 Hrs		IP65	16.40' - 22.97'	31.22" x 14.37" x 8.32"	28.44 lbs	.67
CS-COM-SSL-30W	30w	6091lm	203lm/w	50W/18V	12.8V 24AH	307.2WH	6.14 Hrs		IP65				
CS-COM-SSL-35W	35w	7368lm	210lm/w	50W/18V	12.8V 24AH	307.2WH	6.14 Hrs		IP65	16.40' - 26.25'	37.32" x 14.37" x 8.32"	31.97 lbs	.72
CS-COM-SSL-40W	40w	8382lm	209lm/w	60W/18V	12.8V 30AH	384WH	6.40 Hrs	65°150°/ 75°160°/ 90°100°/ 120°	IP65				
CS-COM-SSL-45W	45w	9300lm	206lm/w	60W/18V	12.8V 30AH	384WH	6.40 Hrs		IP65	19.69' - 29.52'	43.43" x 14.37" x 8.32"	35.71 lbs	.76
CS-COM-SSL-50W	50w	10091lm	203lm/w	70W/18V	12.8V 36AH	460.8WH	6.58 Hrs		IP65	19.69' - 32.81'	49.72" x 14.37" x 8.32"	38.80 lbs	.80
CS-COM-SSL-60W-A	60w	12480lm	208lm/w	80W/18V	12.8V 42AH	537.6WH	6.72 Hrs		IP65	22.97' - 39.37'	55.83" x 14.37" x 8.32"	43.21 lbs	.85
CS-COM-SSL-60W-B	60W	10800lm	180lm/w	100W/18V	12.8V 42AH	538WH	6 Hrs		IP65	26'-29'	45.35" x 20.55" x 8.86"	52.91 lbs	1.27
CS-COM-SSL-80W	80W	14400lm	180lm/w	130W/36V	25.6V 30AH	768WH	6 Hrs		IP65	32'-36"	60.32" x 20.55" x 8.86"	68.34 lbs	1.58
CS-COM-SSL-100W	100W	18000lm	180lm/w	160W/36V	25.6V 36AH	922WH	6Hrs		IP65	39'-42"	71.34" x 20.55" x 8.86"	85.98 lbs	1.74



AMERICAN COMBAT VETERAN OWNED COMPANY



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Cuesta Sol is a trademark of GridShift Solutions, LLP



Wounded Warrior Project

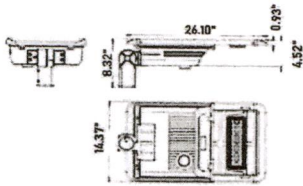


Cuesta Sol™

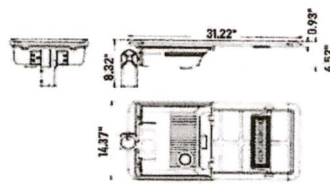
COMMANDER SOLAR STREET LIGHT

CS-COM-SSL-(10W-15W-20W-25W-30W-35W-40W-45W-50W-60W-80W-100W)

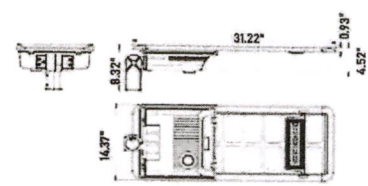
Dimensions



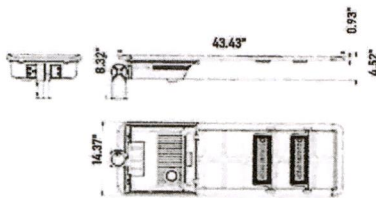
CS-COM-SSL-10W/15W



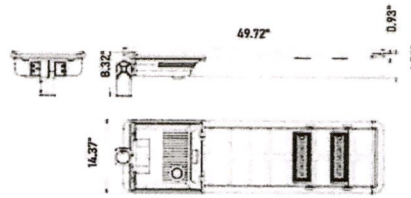
CS-COM-SSL-20W/25W



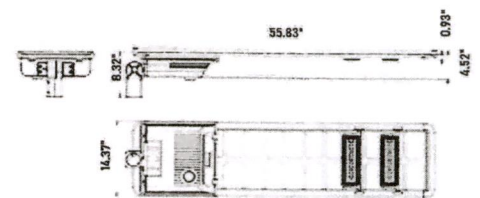
CS-COM-SSL-30W/35W



CS-COM-SSL-40W/45W



CS-COM-SSL-50W



CS-COM-SSL-60W-A



CS-COM-SSL-60W-B



CS-COM-SSL-80W



CS-COM-SSL-100W



AMERICAN COMBAT VETERAN OWNED COMPANY



405-673-8684
www.gridshiftsolar.lighting

GRIDSHIFT™
SOLAR LIGHTING

Corporate: 2803 Broadway Ct. Edmond, OK 73013
California: 1341 Distribution Way, Suite 20, Vista, CA 92081

Cuesta Sol is a trademark of GridShift Solutions, LLP



Wounded Warrior Project



Cuesta Sol™

COMMANDER SOLAR STREET LIGHT

CS-COM-SSL-(10W-15W-20W-25W-30W-35W-40W-45W-50W-60W-80W-100W)



CS-COM-SSL-10W/15W



CS-COM-SSL-20W/25W



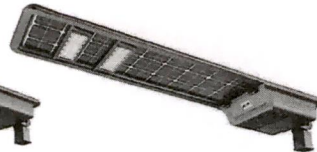
CS-COM-SSL-30W/35W



CS-COM-SSL-40W/45W



CS-COM-SSL-50W



CS-COM-SSL-60W-A



CS-COM-SSL-60W-B



CS-COM-SSL-80W



CS-COM-SSL-100W

Ordering

Model#	Wattage	Voltage	LED Chips	Sensor	CUT & CRI	Distribution	Mount	Options
CS-COM-SSL	10W	DC-12-24V	L5=LUMILED 5050	00=Without Sensor	3070=3000K 70CRI	T2=T202	A=Type A	SP=Surge Protector
	15W			SN=Motion Sensor	3080=3000K 80CRI	T3=T302	B=Type B	IC=Intelligent Control
	20W			DV=Dimmable	4070=4000K 70CRI	T4=T402	C=Type C	NA
	25W			PH=Photocell	4080=4000K 80CRI	T5=T502	D=Type D	
	30W				5070=5000K 70CRI		E=Type E	
	35W				5080=5000K 80CRI			
	40W				5770=5700K 70CRI			
	45W				5780=5700K 80CRI			
	50W				6570=6500K 70CRI			
	60W-A				6580=6500K 80CRI			
	60W-B							
	80W							
	100W							

*Does not apply to 60W-B, 80W & 100W

Ordering Description Example								
CS-COM-SSL	40W	DC	L5	SN	5080	T3	D	IC

Ordering Description								
CS-COM-SSL	30W	DC	L5	SN	4070	T3=44 T5=4	A	NA



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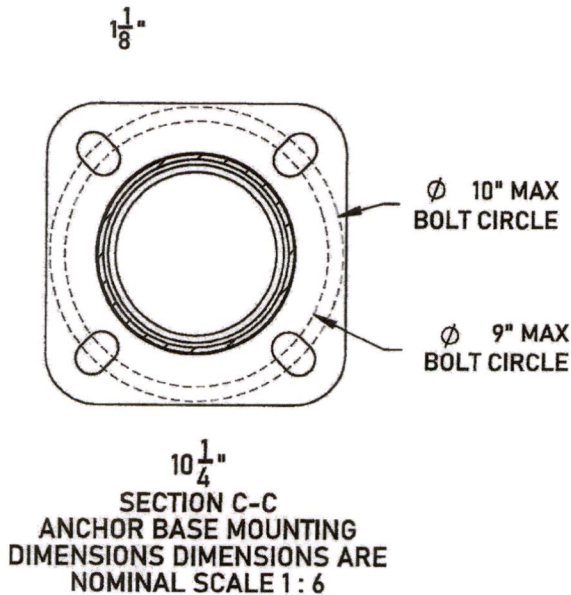
Wounded Warrior Project



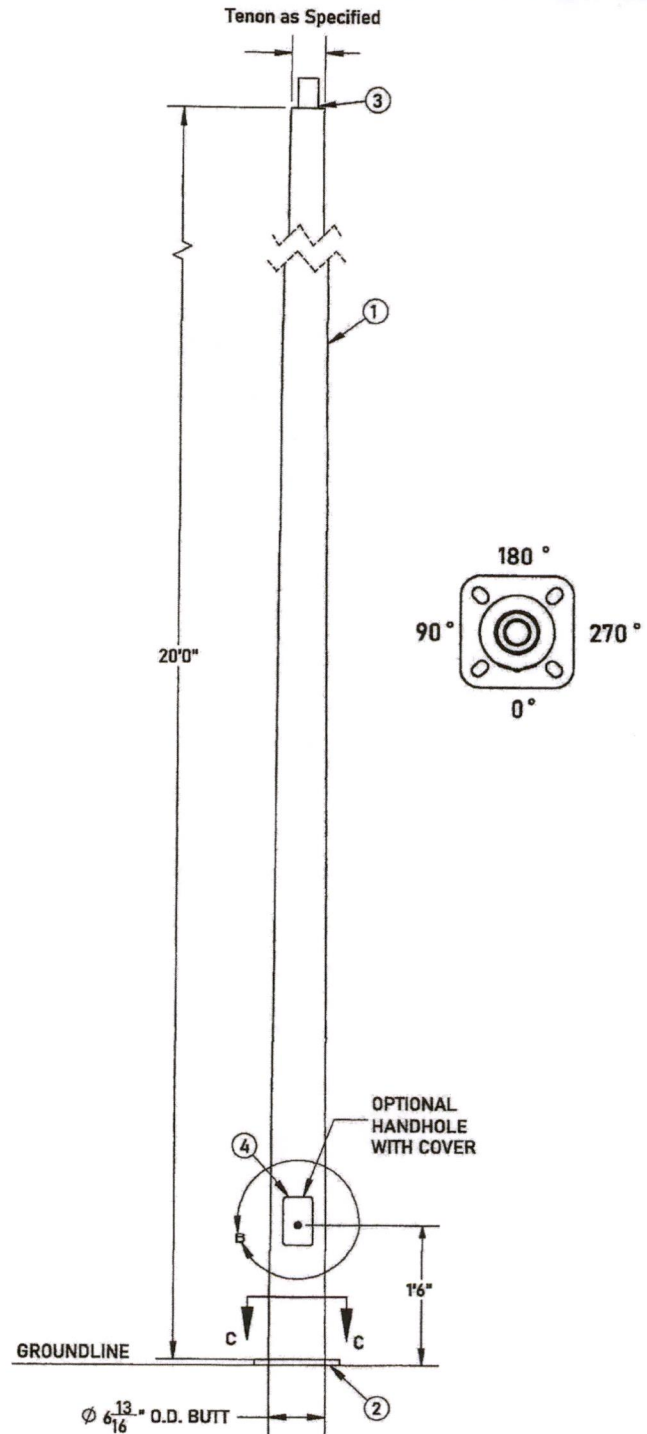
ROUND TAPERED FIBERGLASS POLE CLC-P-RTF (Direct Bury or Anchor Base)

General

- Decorative base and base cover options available
- Anchor Base or Direct Burial
- Standard, Intermediate, Heavy, Extra Heavy Duty, and custom strengths
- Natural or Smooth Finish
- 3-Layers of protection against UV degradation
- 12-50' Lengths - Single Piece



Example Shown at 20' MH with Anchor Base



CERTIFIED LIGHT CO.

2801 Broadway Ct Edmond, OK 73013

405-529-5689

www.certifiedlightco.com



ROUND TAPERED FIBERGLASS POLE CLC-P-RTF (Direct Bury or Anchor Base)

Tenon as Specified

Fiberglass poles are available in 1' increments from 12'-30'. Common mounting heights are listed in the below tables.

Standard Duty

OVERALL LENGTH	OVERALL LENGTH	MOUNTING HEIGHT	CALCULATED EPA									
DIRECT BURY	ANCHOR BASE		90 mph	100 mph	110 mph	120 mph	130 mph	140 mph	150 mph	160 mph	170 mph	180 mph
15'	12'	12'	8.7	6.6	5.0	3.8	3.0	2.8	2.3	1.9	1.6	1.4
19'	15'	15'	9.0	6.7	5.0	3.7	2.8	2.7	2.2	1.9	1.5	1.3
24'	20'	20'	9.1	6.5	4.6	3.6	2.9	2.8	2.3	1.9	1.5	1.3
30'	25'	25'	10.8	7.6	5.8	4.5	3.7	3.5	2.9	2.4	1.9	1.6
35'	30'	30'	10.6	7.5	5.8	4.5	3.6	3.5	2.8	2.2	1.8	1.5

Intermediate Duty

OVERALL LENGTH	OVERALL LENGTH	MOUNTING HEIGHT	CALCULATED EPA									
DIRECT BURY	ANCHOR BASE		90 mph	100 mph	110 mph	120 mph	130 mph	140 mph	150 mph	160 mph	170 mph	180 mph
15'	12'	12'	11.9	9.2	7.2	5.7	4.6	4.3	3.6	3.1	2.7	2.3
19'	15'	15'	12.2	9.3	7.2	5.5	4.4	4.2	3.6	3.0	2.6	2.2
24'	20'	20'	12.4	9.1	6.8	5.5	4.5	4.3	3.6	3.0	2.6	2.2
30'	25'	25'	15.8	11.6	9.1	7.4	6.1	5.9	4.9	4.1	3.5	3.0
35'	30'	30'	15.6	11.6	9.1	7.3	6.1	5.8	4.8	4.0	3.4	2.9

Heavy Duty

OVERALL LENGTH	OVERALL LENGTH	MOUNTING HEIGHT	CALCULATED EPA									
DIRECT BURY	ANCHOR BASE		90 mph	100 mph	110 mph	120 mph	130 mph	140 mph	150 mph	160 mph	170 mph	180 mph
15'	12'	12'	15.2	11.9	9.4	7.5	6.2	5.9	5.0	4.3	3.7	3.2
19'	15'	15'	15.6	12.1	9.4	7.4	6.1	5.8	4.9	4.2	3.6	3.2
24'	20'	20'	15.7	11.8	9.0	7.3	6.1	5.9	4.9	4.2	3.6	3.1
30'	25'	25'	22.5	17.0	13.6	11.1	9.4	9.0	7.6	6.5	5.6	4.9
35'	30'	30'	22.2	17.0	13.6	11.1	9.3	8.9	7.5	6.4	5.5	4.9

Extra Heavy Duty

OVERALL LENGTH	OVERALL LENGTH	MOUNTING HEIGHT	CALCULATED EPA									
DIRECT BURY	ANCHOR BASE		90 mph	100 mph	110 mph	120 mph	130 mph	140 mph	150 mph	160 mph	170 mph	180 mph
15'	12'	12'	18.4	14.5	11.6	9.3	7.7	7.4	6.3	5.4	4.7	4.1
19'	15'	15'	18.9	14.7	11.6	9.3	7.7	7.3	6.3	5.4	4.7	4.1
24'	20'	20'	19.1	14.5	11.3	9.2	7.8	7.4	6.3	5.4	4.7	4.1
30'	25'	25'	32.4	25.1	20.3	16.7	14.2	13.6	11.7	10.1	8.8	7.7
35'	30'	30'	32.2	25.1	20.3	16.7	14.2	13.6	11.6	10.0	8.7	7.6



ROUND TAPERED FIBERGLASS POLE CLC-P-RTF (Direct Bury or Anchor Base)

Ordering Description Example

CLC-P-RTF 24-20-N-A-BL-T

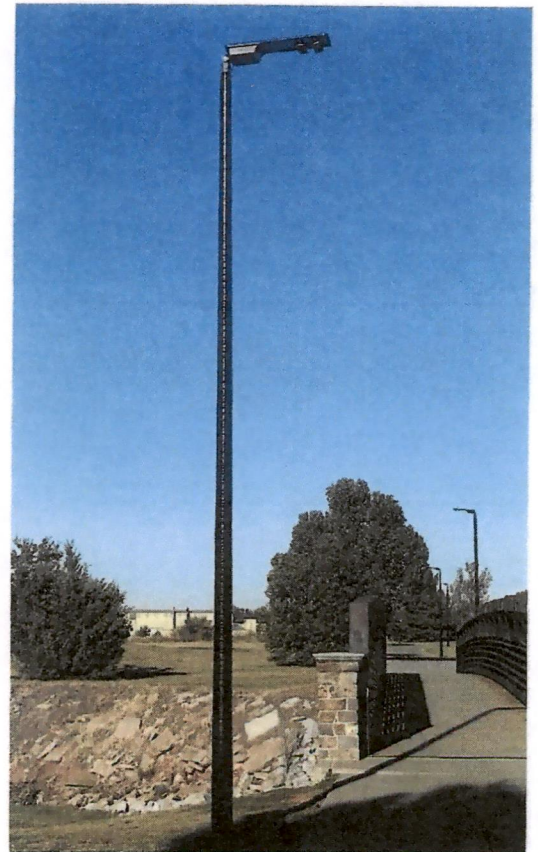
*Round Tapered Fiberglass, 30' Mounting Height,
Standard Duty, 6" Base Diameter, Natural Finish,
Anchor Base, Black, Tenon Top*

Overall Length (If Direct Bury)	Mounting Height	Strength	Finish	Base Style	Color	Top
See chart on previous page for options and details.	See chart on previous page for options and details.	S = Standard I = Intermediate H = Heavy Duty EH = Extra Heavy Duty	N = Natural S = Smooth	A = Anchor Base DB = Direct Burial	BL = Black Color WH = White Color BZ = Bronze Color GN = Green Color GR = Gray Color	T = Tenon C = Cap

CLC-P-RTF-24-20-N-DB-BL-T
Sallisaw Code

EPA Notes:

Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25-year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please contact Certified.



CERTIFIED LIGHT CO.

2801 Broadway Ct Edmond, OK 73013

405-529-5689

www.certifiedlightco.com

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Traffice Detection System

ITEM TITLE: Discussion and possible action on Purchase Order No. 101171, issued to TLS Group, Inc (SignalTek) of Oklahoma City, Oklahoma, in the amount of \$29,900.00 for a detection system for the traffic light located at the intersection of Cherokee Avenue and Choctaw Avenue

INITIATOR: Traffic Light Cherokee and Choctaw

STAFF INFORMATION SOURCE: TLS Group (Signal Tek)

BACKGROUND: This item continues our desire to replace the ground loops at traffic signals with camera detection systems. We have installed these at other intersections in the city limits, and they have worked well with very few maintenance issues. Approval of this item will allow the installation of the camera system at the Choctaw / Cherokee intersection.

EXHIBITS: 1. Scan_20240314 (2)
2. Scan_20240314

KEY ISSUES: Ground loops at traffic signals are hard to maintain. The camera systems work much better and are easier to maintain.

FUNDING SOURCE: #020-401-57738; \$33,000 budgeted.

RECOMMENDATION: Approval of purchase order no. 101171 in the amount of \$29,900.00

CITY OF SALLISAW PURCHASE REQUISITION / PURCHASE ORDER NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED				PO Number 	
Vendor # _____ Department: Electric				PO Date 	
Vendor Name: Signal Tek				Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing NOTE PO NUMBER ON INVOICE ----- Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
Address: Po Box 14788					
City: Oklahoma City State: Ok Zip: 73113					
Contact:				Phone/Cell /	
Email				Fax Grant Funds Y N	
Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	Mobilization	020-401-57738	1	1500.00	\$ 1,500.00
2	Detection System Video	020-401-57738	1	27,650.00	\$ 27,650.00
3	Construction Traffice Control	020-601-57738	1	750.00	\$ 750.00
Comments, Note grant information if applicable:				Freight/Other	
Update interection from loops to Video traffice control ----- Requestor: Blakely Smith Jr Date: 3-14-2024 Purchasing Approval: _____ Date: _____				Total Cost	
				\$ 29,900.00	
PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u>				Dept Need Date: _____	
Order Date/By: _____/_____				Est. Delivery: _____	



**TLS
GROUP, INC**

**P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341**

To: City Of Sallisaw	Contact: Blakely Smith
Address: 115 E Choctaw Ave Sallisaw, OK 74955 UNITED STATES	Phone: (918) 775-6241
	Fax:
Project Name: Sallisaw, Cherokee & Choctaw, Video Detection	Bid Number:
Project Location: Cherokee & Choctaw, Sallisaw, OK	Bid Date: 3/14/2024

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01001	MOBILIZATION	1.00	LS	\$1,500.00	\$1,500.00
01002	DETECTION SYSTEM (VIDEO)	1.00	LS	\$27,650.00	\$27,650.00
01003	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$750.00	\$750.00
Total Bid Price:					<u>\$29,900.00</u>

Notes:

- This quote includes all equipment, labor, and materials to install an Econolite video detection system at this intersection.
- All work will be done in accordance with City of Sallisaw and ODOT standards
- All construction traffic control will be done in accordance with MUTCD standards.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: TLS Authorized Signature: _____ Estimator: Walter Floyd (405) 524-1341 estimating@tlsokc.com
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AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: PD Recorder for radio traffic and phone systems.

ITEM TITLE: Discussion and possible action on Purchase Order No. 101172 issued to Vista Com, *in an amount not to exceed \$38,000.00* for the purchase of an Eventide DX Recorder for the Police Department

INITIATOR: IT Director
Chief of Police

STAFF INFORMATION SOURCE: IT Director
Chief of Police

BACKGROUND: This item will replace the current recorder used at the police department to record phone calls and radio traffic. The old unit is not operable anymore.

Quotes received:
Vista Com: \$32,154.00
Exacom: \$28,381.40

EXHIBITS:

1. 20240401160711
2. Cap Hutchinson.Vista Com Recorder
3. Eventide DX Recorder Quote 2.14.24
4. Exacom Proposal for Sallisaw PD 030724
5. Capabilities-Statement-Print
6. HindSight-4-Multimedia-Recorder-Datasheet-Web

KEY ISSUES: This unit is needed to record radio traffic and phone conversations coming into the Sallisaw PD dispatch. IT and Captain Hutchinson have reviewed the quotes received and recommend Vista Com to replace our old unit. They find the unit fits our current operation and the integration would be simple, given that extensive training would not be required. Sequoyah County 911 and Cherokee County also use Vista Com. They believe the long term benefits of Vista Com outweigh the initial investment. Attached is an email from Captain Hutchinson outlining the details of this purchase.

FUNDING SOURCE: Police Drug Fund 023-201-52205

RECOMMENDATION: Approval of Purchase Order No. 101172 in the amount not to exceed \$38,000.00

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 2/14/2024	Date of Quotation 3/7/2024	Date of Quotation
Department Number: 201- Police	Department Number: 201- Police	Department Number:
Vendor Name / Number EXACOM Quote # Q-2024-EXA-1168	Vendor Name / Number Vista Com Quote # HOU005263	Vendor Name / Number
Address 99 AIRPORT ROAD Concord NH Zip 03301	Address 4300 Perimeter Center Dr. Suite 140 OKlahoma City OK Zip 73112	Address
Phone 800-757-8184	Phone 800-708-6423	Phone
Item (s) Dispatch Recording System	Item (s) Dispatch Recording System	Item (s)
Quantity (One) Complete w/Accessories	Quantity (One) Complete Sys w/Accessories	Quantity
Price each \$24,886.40	Price each \$32,154.00	Price each
Est. Freight 0	Est. Freight 0	Est. Freight
Total Cost \$ \$24,886.40	Total Cost \$ \$32,154.00	Total Cost \$
Quote Expiration Date NONE	Quote Expiration Date NONE	Quote Expiration Date
Quotes Obtained By: Hutchison	Quotes Obtained By: Hutchison	Quotes Obtained By:
GL Budget Line CAP. IMPROVEMENT 030-202-57710	GL Budget Line CAP. IMPROVEMENT 030-202-57710	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date: 101172, 4/1/24	PO Number / Date:

Explain if only one quotation supplied:

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

From: Herbert Hutchinson <hhutchinsonpd@sallisawok.org>
Sent: Wednesday, March 27, 2024 12:09 PM
To: Kim Jamison <kjamison@sallisawok.org>
Cc: Terry Franklin <tfranklinpd@sallisawok.org>
Subject: Recommendation for the Eventide Vista Com System for Dispatch Recording

I am writing to express my recommendation regarding the dispatch recording system procurement for our department. After careful consideration and evaluation of the available options, I strongly advocate for selecting the Eventide Vista Com System despite its higher bid.

As detailed in our procurement process, we encountered challenges in obtaining quotes from multiple companies. Unfortunately, many did not respond to our inquiries, limiting our options. However, among the quotes we did receive, the Eventide Vista Com System stands out as the most suitable choice for several reasons.

Firstly, compatibility and continuity are paramount in ensuring seamless operations within our department. The Eventide Vista Com System aligns perfectly with our existing system, offering a smooth transition without the need for extensive retraining or system overhaul. Given that our current system has served us reliably for approximately ten years, opting for a compatible solution minimizes disruptions and preserves operational efficiency.

It is reassuring to note that neighboring counties, such as Sequoyah County and Cherokee County, have successfully implemented the Vista Com System without encountering significant issues. Their positive experiences serve as tangible evidence of the system's reliability and effectiveness in real-world operational environments similar to ours.

While it is acknowledged that the Eventide Vista Com System comes with a higher price tag, I firmly believe that the long-term benefits outweigh the initial investment. By opting for a proven and established system, we mitigate the risks associated with potential compatibility issues, system failures, and costly future upgrades. Operational stability provided by the Vista Com System justifies its higher cost, safeguarding our department's ability to fulfill its critical functions effectively.

Thanks

Captain Herbert Hutchinson
Sallisaw Police Department



Houston, TX

9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK

4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Sallisaw PD - Eventide DX Recorder Quote

Quote # HOU005263

Version 1



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Oklahoma City, OK 73112
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Remit, Sales and Support

Wednesday, February 14, 2024

Sallisaw Police Department
Terry Franklin
101 W. Chickasaw
Sallisaw, OK 74955
TFranklinpd@sallisawok.org

Dear Terry ,

Thank you for allowing Vista Com to prepare a quotation for your recording solution. Vista Com has over a 25 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

Robin Clevenger

Robin Clevenger
Regional Sales Manager
Vista Com



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Remit, Sales and Support

Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

By acceptance of this offer you accept the disclosures above as part of this agreement.

Sallisaw PD - Eventide DX Recorder Quote



Prepared by:

Vista Com
Robin Clevenger
281-516-9800 ext 201
Fax (281) 518-7056
robin@vistacomtx.com

Prepared for:

Sallisaw Police Department
101 W. Chickasaw
Sallisaw, OK 74955
Terry Franklin
TFranklinpd@sallisawok.org
(918) 775-4177

Quote Information:

Quote #: HOU005263
Version: 1
Delivery Date: 02/14/2024
Expiration Date: 06/28/2024

Robin Clevenger

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com is proposing an Eventide DX recorder equipped with recording (2) radio consoles that are analog, up to (16) ShoreTel IP phones from either a mirrored or SPAN port and a list of MAC addresses, no audio encryption on the phones. The quote references HGAC RP07-20. The client at one point mentioned of having an old Eventide recorder, the recorder is currently not working.						
NexLog 740DX Hardware Bundle	NexLog 740DX Hardware Bundle NexLog 740DX Base Hardware Configuration	1	\$15,620.00	\$15,620.00	\$13,079.00	\$13,079.00
	NexLog 740 DX-Series Base System NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1				
	Integrated 7" Color LCD Touch Screen Display for NexLog 740 Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1				



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	Upgrade Nexlog 740 DX to 2x2TB HotSwap HD Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap MegaRAID1=2TB storage	1				
NexLog 740DX Channel Bundle	NexLog 740DX Channel Bundle Eventide User Channel Activation Bundle Provides TDM, VoIP, RoIP Licensing for Playback	1	\$9,320.00	\$9,320.00	\$7,805.00	\$7,805.00
	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses 8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	1				
	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses	1				
	Add-on license pack (internal IP recording engine) Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	1				
Nexlog Storage & Power Bundle	Nexlog Storage & Power Bundle Eventide User Storage & Power Bundle	1	\$1,555.00	\$1,555.00	\$1,555.00	\$1,555.00
	Network Attached Storage For Small Footprint Network Attached Storage For Small Footprint, Non-Rackmountable with 2 2Tb Hard Drives	1				
	TRIPP LITE UPS 1500VA Rackmount TRIPP LITE UPS Smart 1500VA 900W Rackmount Tower LCD AVR	1				

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
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Sales and Support

Remit, Sales and Support

NexLog 740DX Software Bundle	NexLog 740DX Software Bundle Eventide User Software Bundle and Licensing	1	\$6,030.00	\$6,030.00	\$5,050.00	\$5,050.00
	Integration to Mitel 3300 Secure Record Connector Integration to Mitel 3300 Secure Record Connector	1				
	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users	1				

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$4,215.00	\$4,215.00	\$4,215.00	\$4,215.00
Prof Service Training Bundle	Prof Service Training Bundle Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
					\$5,615.00	\$5,615.00

Part Number	Discount	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com	Discount Discount	1	(\$950.00)	(\$950.00)	(\$950.00)	(\$950.00)
					(\$950.00)	(\$950.00)



Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

Houston, TX
9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Quote Summary		Amount
Hardware		\$22,439.00
Software		\$5,050.00
Services		\$5,615.00
Discount		(\$950.00)
Total		\$32,154.00

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$32,154.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



About Us

Vista Com is an authorized distributor, dealer, and service provider for industry leading operational recording solutions. We specialize in providing consultation, installation, and support. We are authorized dealers of Eventide, Revcord, Verint, Nice - Uptivity, Liberty, and Numonix call recording solutions. Our technicians are factory trained and available to ensure your products work as intended for years of reliable service.

Our company employees pride themselves in customer service. From sales to service we understand our customer needs first and strive to exceed expectations.

We stay abreast of technology and incorporate the best the industry has to offer in your solution. Our technicians work closely with our partners to ensure we are providing the best service for your application.

Our Solutions

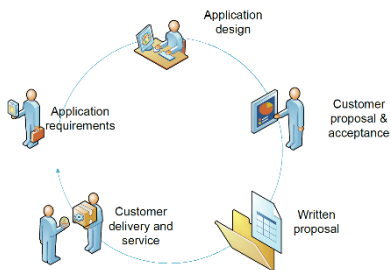
We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software that enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software to review your recordings. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

- **Contact Centers**
- **Court and Interrogation**
- **Compliance**
- **Service**

Our solutions are backed by industry leaders in voice recording and digital video. Vista Com provides expert consultation on the most economically productive solution that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

Our Process

Vista Com believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the need. Some customers want basic call recording that will enable



them to easily retrieve call interactions with their company. Others want to be able to query this call data by caller ID, length of call, key words, etc. Then others want to understand what their

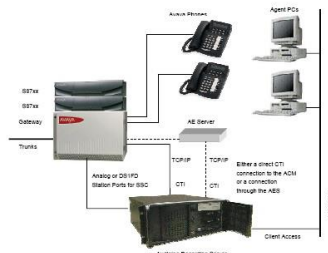
call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

At Vista Com we employ a 5-step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

System Design

Once the key inputs are gathered, we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...



After we have the key inputs, we can then design a solution. If the particular application is complex or unique, we work very closely with our OEM's and alliances. There are literally 1000's of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.

Support

Vista Com service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training de-signed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon outsourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.



What you can expect from Vista Com

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- On-site service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

Contact Us

Contact us and schedule a consultation. Vista Com sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

We often demonstrate the recording technology on-site at your locations. Give us a call to schedule a demo.

HGACBuy
THE SMART PURCHASING SOLUTION

DIR
Texas Department of Information Resources

GSA

**Houston Office
(Headquarters)**
9824 Whithorn Drive
Houston, TX 77095

Oklahoma Office
4200 Perimeter Center Dr.
Suite 140
Oklahoma City, OK 73112

Web: www.vistacomtx.com

Phone: 281-516-9800

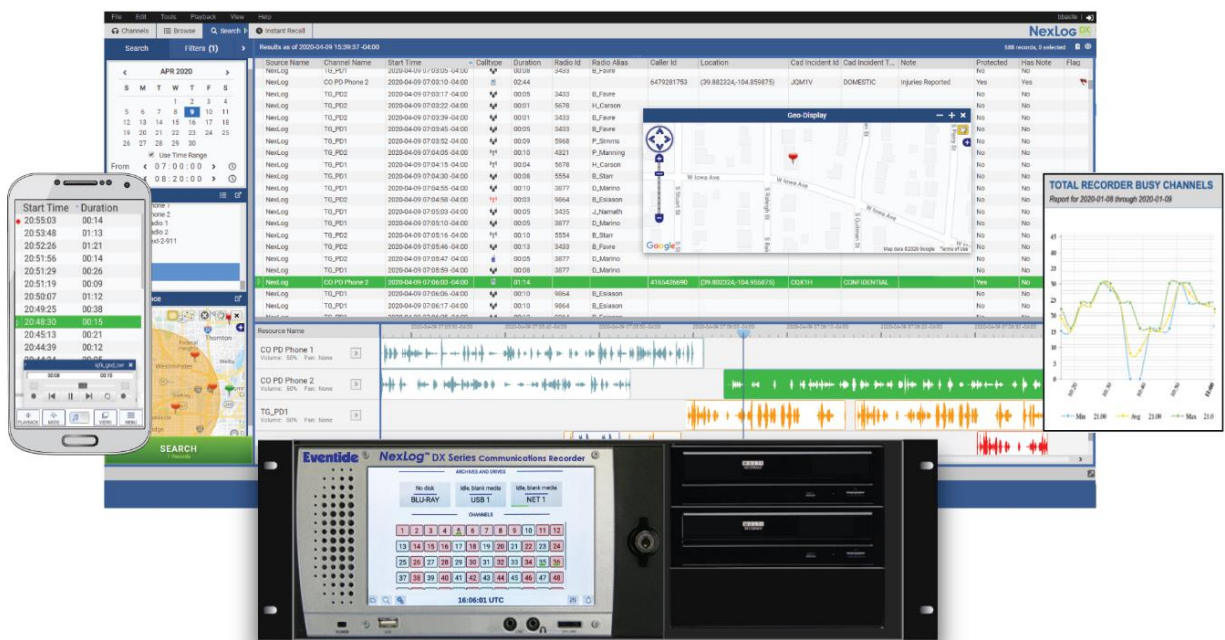
Toll-free: 800-708-6423

E-mail: sales@vistacomtx.com

NexLOG™



Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Edge Capture Devices

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

Smart Edge Capture Device™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

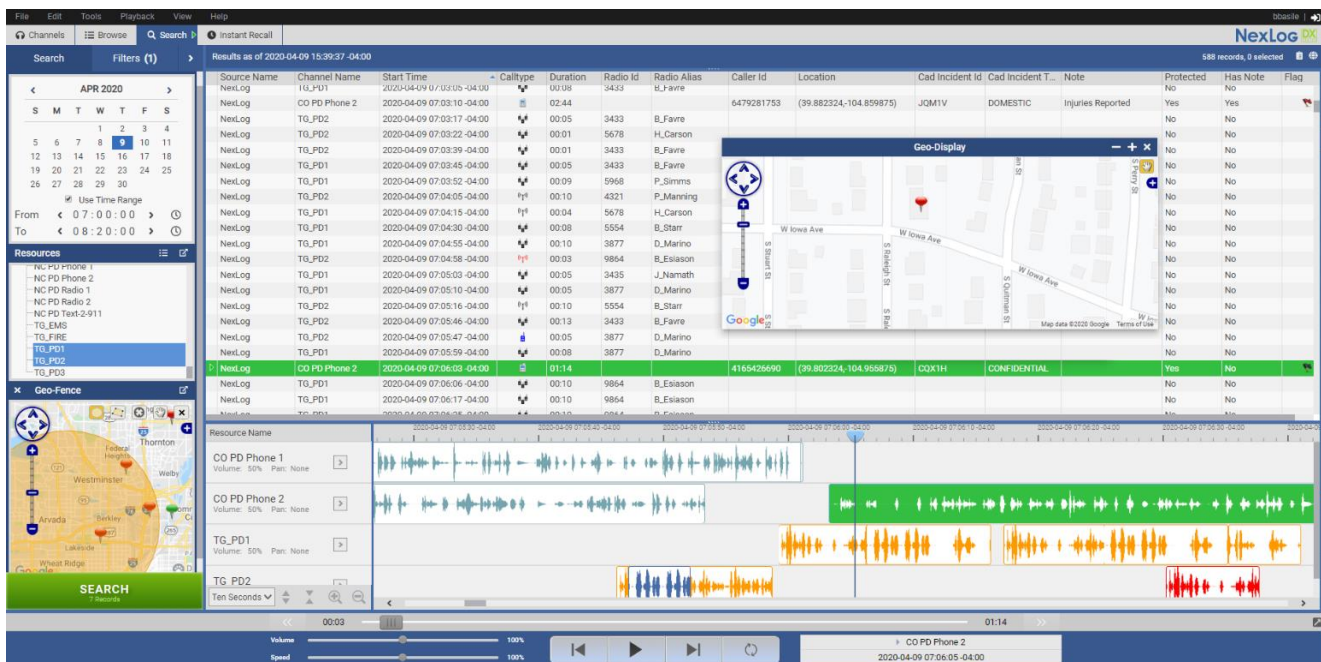
NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



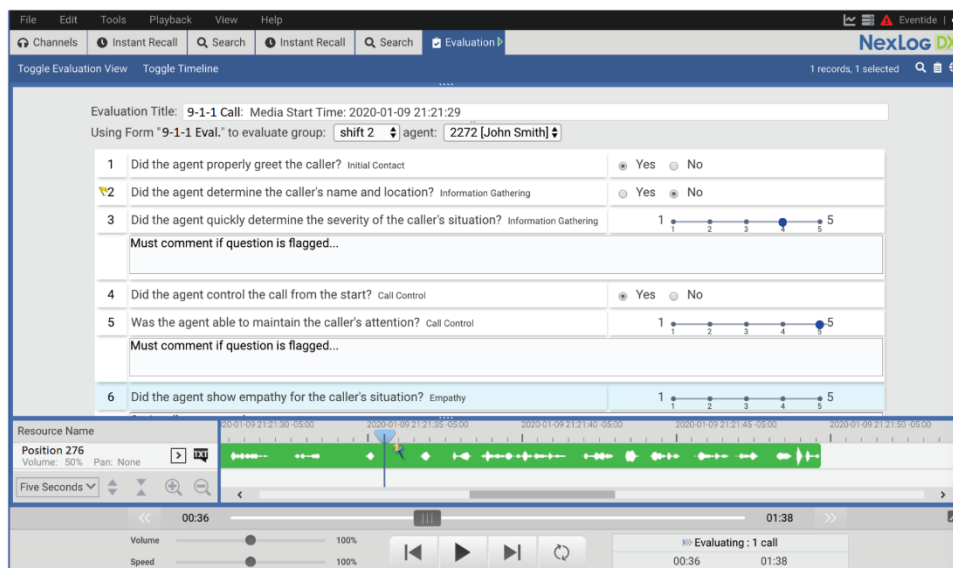
Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing

- Upload videos and images to an incident for storage and replay***

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX*™ software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

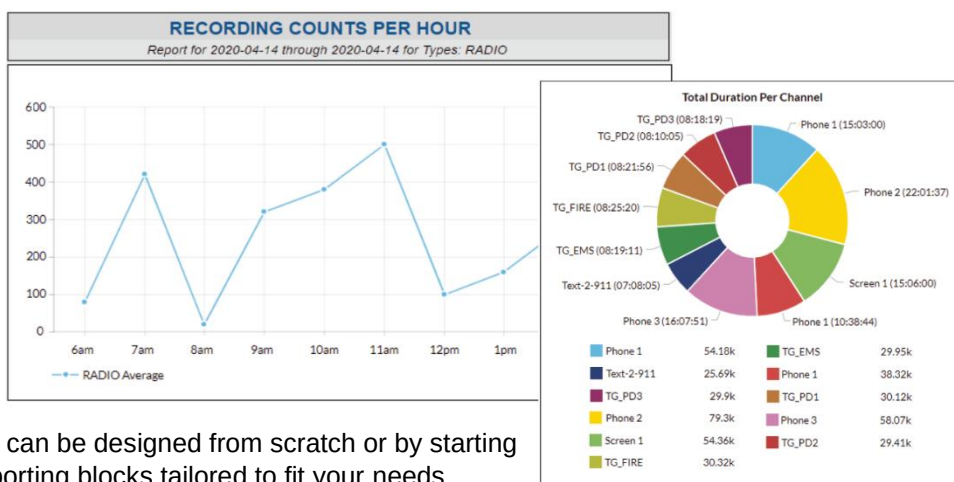
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX*™ option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX*™ option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

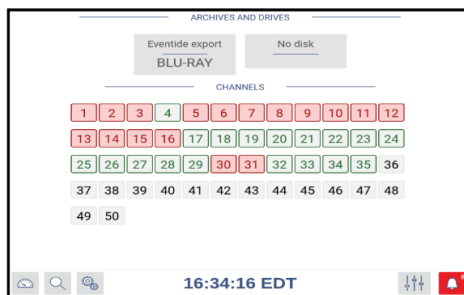
► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS*™) provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

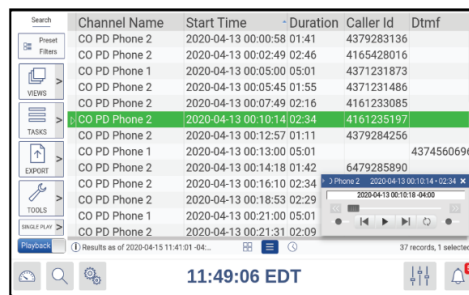
The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
RapidDeploy
Central Square: Inform,
Zuercher & Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP|Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility.

**Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



For more information please contact Us:

Vista Com

9824 Whithorn Drive, Houston, Texas 77095 USA Tel: +281-516-9800

www.vistacomtx.com

Email: Sales@vistacomtx.com

142339-14



Recording Solution Proposal

Sallisaw Police Department



Prepared By

Jim Zaleta, Regional Sales Manager

Jim.Zaleta@exacom.com

321-576-4716

Please consider this quote/proposal Exacom proprietary and confidential.

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A Letter From the President

On behalf of the entire Exacom team, thank you for the opportunity you have afforded us to win your business. I know you have options in the recording marketplace, so we are grateful for the chance to show you why we've been successful in this industry for over 35 years.

Throughout this process, the Exacom team is here to work with you to define your requirements, offer insight, and ultimately provide you with an optimal recording system. You will find that we are up-front and honest about our capabilities, solutions, strengths, and limitations. We are fully transparent throughout, because while the initial sale is important to us, we're more concerned with providing a solution you can be happy with for years to come.

Our hope is that you will think of us as partners through this process and beyond. As your technology needs change over time, our solutions will grow with you to prepare you for what's ahead. Again, thank you for this opportunity. Please feel free to contact me directly for any reason.

Best Regards,

Al Brisard

Al Brisard

President & CEO of Exacom

Al.Brisard@Exacom.com

About Exacom

Our multimedia recording solutions are backed with years of testing/research combined with industry experience. However, we are still agile in our approach and are constantly re-inventing ourselves to respond to changes in the market. We are raising the bar with our partners and even our competition to deliver better products.



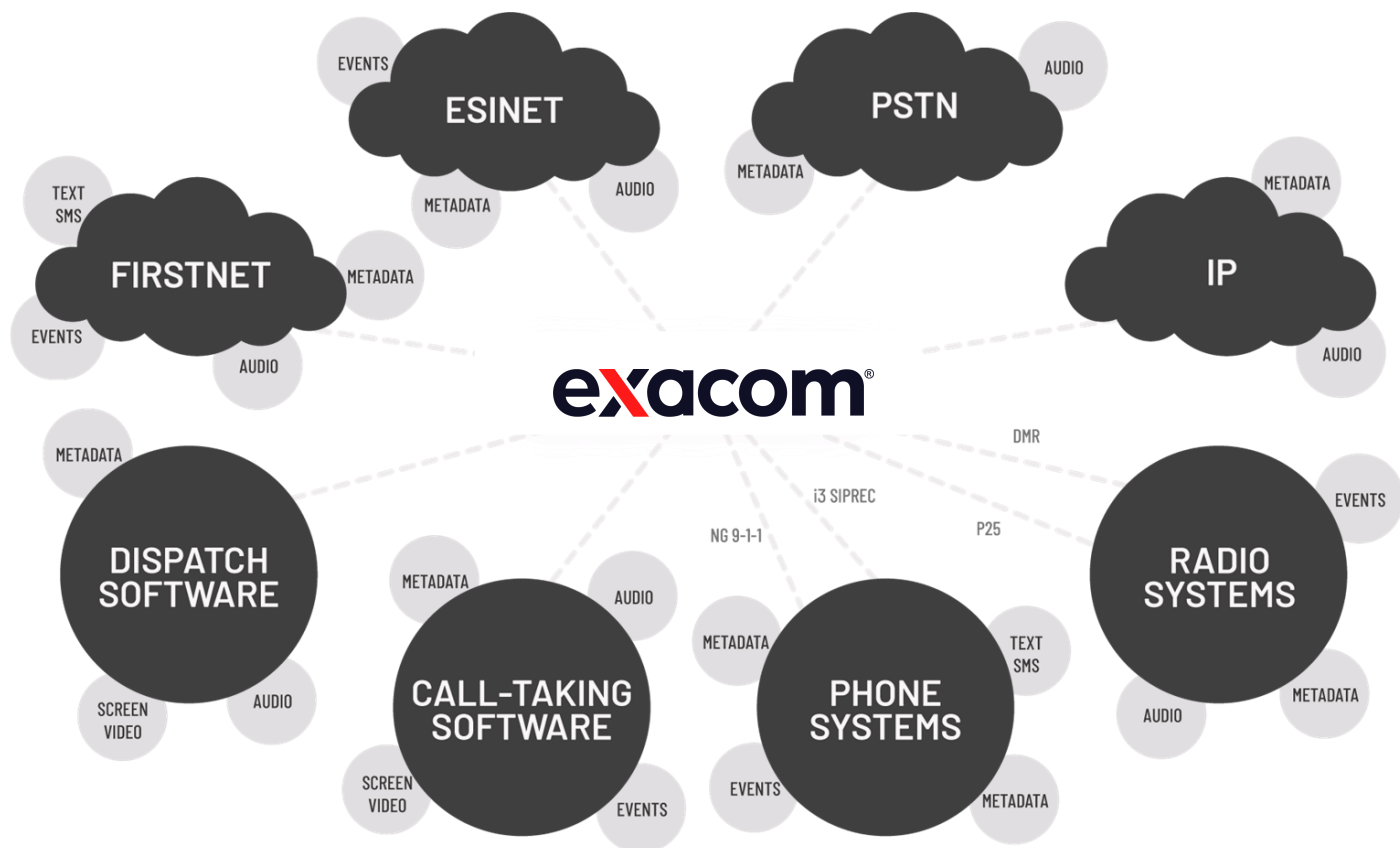
History

Exacom had a modest start in 1986 as a tech R&D/manufacturing company for the telecommunications industry. Today we are a market leader in multimedia recording. We are raising the bar with our partners and even our competition to deliver better products to the market.

In 2020, we were recognized on the Inc. 5000 list as one of the fastest-growing private companies in the United States.



1,000+ Installations Worldwide	80+ System Integrations	100% Support Satisfaction Rate	8 Support Offices In North America	38+ Years In The Industry
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Leverage Our Experience

We've been in the communications industry for 30 years. By the nature of what our products do, Exacom is at the very center of what is happening. We daily have to interact with various:

Networks

- PSTN
- IP
- ESINet
- FirstNet

Systems

- Radio
- 911 Voice
- PBXs
- CAD
- Dispatch

Standards

- P25
- DMR
- i3
- SIP

Data & Media Types

- Audio
- Text
- Video
- Pictures/Photos
- Event Logs
- IoT Data

... and **vendors** from every corner of the world. Exacom must understand how all of these pieces operate and come together to deliver a flexible, stable, reliable recording solution. Our customers often leverage this experience and knowledge to solve their mission-critical communications challenges.

Recording Mobile, Global Communications

Mission-critical communications systems are becoming more mobile and global. Information can be shared between mobile devices and the communications center without a second thought. However, most logging recorder systems are not capable of adapting to a communications environment that is so geographically diverse.

The Solution: Distributed Recording

Distributed Recording allows media (voice, data, video, text/SMS, etc.) to be captured from geographically diverse sources, even when connectivity is intermittent. As a part of this capability, recordings can be centralized to a single server, multiple servers, or even the cloud.

Learn More: [Exacom.com/Distributed](https://www.exacom.com/Distributed)



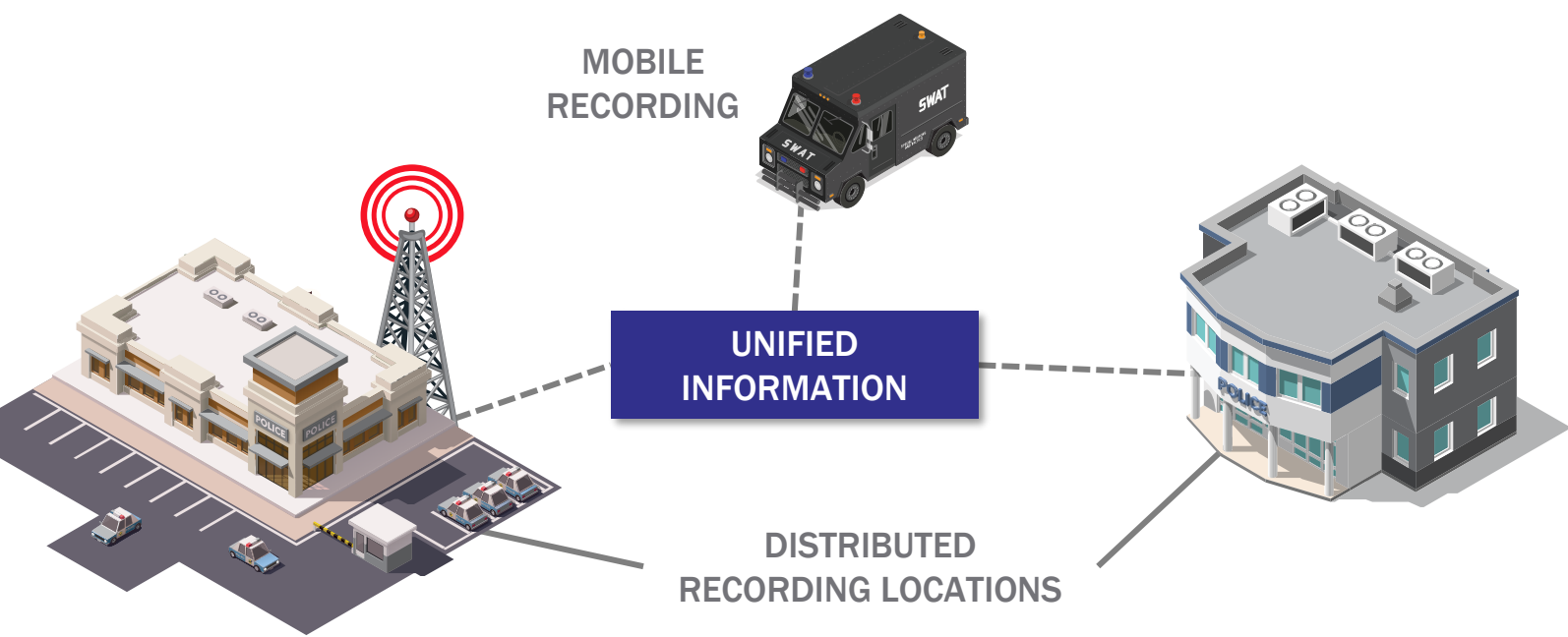
Record Communications Anywhere



Consolidated Record Archival & Retrieval



Affordable Flexibility & Scalability





MOTOROLA **SOLUTIONS**

Recording ASTRO P25

Exacom's logging recorders support trunked P25, conventional P25, and analog communications on the Motorola ASTRO P25 radio systems. Through Motorola Solutions' Archive Interface Server (AIS) and Voice Processing Module (VPM), our recorders capture the IP audio streams and any related metadata and store them for easy retrieval.

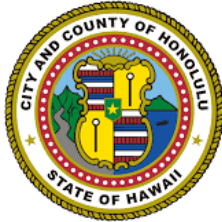
Recording MOTOTRBO

Exacom's MOTOTRBO radio recording solutions are a cost-effective way to record MOTOTRBO communications. Our recorder interacts with the MOTOTRBO APIs for different configurations, like the NAI interface or through the Voice and Radio Command (VRC) gateway, to record all audio streams and metadata. Recorded metadata includes start time, talkgroup ID, talkgroup alias, call type, unit ID, unit alias, called unit ID. For CapMAX, zone ID, site identifier, and caller ID are also captured.



Sample Customers

Exacom has supplied several hundred recording systems to public safety, utility, transportation, healthcare, education, and government organizations. This is a sample of our projects:



Executive Summary

The Need

The Sallisaw Police Department has an Eventide call logging recorder that has stopped working and needs to be replaced. Recording requirements include 10 Polycom VoIP phones and two Motorola mobile radios used for dispatch. Proposals will be presented to the City Council on Monday, March 11. Exacom recorders are available on the HGAC-Buy Contract #RP07-20.

Exacom's Proposal

The Solution

Exacom has been offering call logging recorders to the Public Safety market since 1986. In 2020, we were recognized on the Inc. 5000 list as one of the fastest-growing private companies in the United States. We have grown to be a market leader in multimedia recording, working with our partners to deliver better products for our users.

Exacom is based in the United States with our headquarters in Manchester, NH. We offer manufacturer-direct support, with all of our support staff based in the United States.

Our proposal offers our latest recording platform, HindSight 4, built on a Dell tower server platform running Windows Server 2022. It is equipped with an eight-channel analog line card for recording the mobile radios used for dispatch. It also has a Passive SIP software integration to enable recording of the Polycom telephones. One concurrent user client license is included, though more may be added if needed.

Exacom has invested strongly in Cybersecurity for your protection. We are the only recorder manufacturer certified for use on internal Department of Defense networks, and are trusted by other agencies such as the VA and Homeland Security. We have a subsidiary company, Seculore, that offers technology designed to monitor and protect against cyber threats on multiple types of networks.

Quote

Quote No: Q-2024-EXA-1168

Date: 3/7/2024

For:
Sallisaw Police Department

Purchaser:
Captain Herb Hutchinson
Sallisaw Police Department
Sallisaw, OK
918-315-1122
hhutchinsonpd@sallisawok.org

Customer Requirements

The Sallisaw Police Department has an Eventide call logging recorder that has stopped working and needs to be replaced. Recording requirements include 10 Polycom VoIP phones and two Motorola mobile radios used for dispatch. Proposals will be presented to the City Council on Monday, March 11. Exacom recorders are available on the HGAC-Buy Contract #RP07-20.

Proposed Solution Summary

HindSight 4 Multimedia Recording Platform

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9000161-02	HSM-60	HindSight 60 Series Multimedia Recording System A Cybersecurity-Tested Solution Dell COTS Server with 16GB RAM, 2-1TB Drives - 1 TB RAID 1, CD/DVD/KB/Mouse, Windows Server 2022 & Microsoft SQL Server 2022 - HindSight Core Recording Software - HindSight 4 (Browser-Based) Client with Instant Recall, Customizable Retention Periods, Incident Management, Redaction, Tags & Bookmarks	\$ 7,200.00	\$ 7,200.00
1	9000709	HS-D-Nic	Dual NIC Card	\$ 390.00	\$ 390.00
1	9000700	HS-Analog-8	HindSight 8-Channel Analog Card	\$ 2,750.00	\$ 2,750.00
1	9002206	HS-I-Passive	HindSight Passive SIP Integration	\$ 4,995.00	\$ 4,995.00
8	9002600	HS-AD-CL	HindSight Single-Channel A/D SW License	\$ 250.00	\$ 2,000.00
10	9002601	HS-V-CL	HindSight Single-Channel VoIP SW License	\$ 400.00	\$ 4,000.00
1	9002412	HS-CUL	HindSight Concurrent User Client License	\$ 695.00	\$ 695.00
1	9002288	ExaHealth	ExaHealth Automated Health and Monitoring Service Real-time fault monitoring to alert administrators of unusual system activity. Supports SNMP and email notifications.	\$ -	\$ -
1	9002289	ExaBackup	ExaBackup Automatic Backup Utility Backs up records automatically to a Network-Attached Storage device over LAN/WAN.	\$ -	\$ -

Equipment List Price: \$ 22,030.00

Government Discount: \$ (5,507.50)

Equipment Sub-Total: \$ 16,522.50

Professional Services & Support

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 1 100% US-Based Support Team 24/7/365 remote support access via phone, web, and email HindSight software updates including critical security updates & new feature releases Hardware warranties Software assurance ExaCare for years 2 to 6 will renew at this rate annually.	\$	2,863.90
1			Recording System Installation & Configuration Dedicated Exacom project manager, on-site installation, system configuration based on customer needs. Performed by a full-time Exacom employee.	\$	5,500.00
1			On-Site Training Training at customer facility by Exacom staff for customer's users and administrators.		Included

Solution Sub-Total: \$ 24,886.40
Sales Tax: \$ -
Shipping See Notes

Solution Total \$ 24,886.40

Other Options for Consideration	Unit Price
Note: Prices do not reflect customer discounts or annual ExaCare warranty and support costs.	
NAS for Recording Backup Exacom recommends this option OR customer-provided NAS	
HindSight LT/60 series Storage Backup (NAS) Solution w/ HS Backup Software Minimum 2TB RAID 1 (equivalent or larger)	\$ 3,495.00

General Notes:

1. Prices are in US dollars at list, FOB Manchester, NH
2. Shipping charges will be prepaid by EXACOM and added as a separate line item on your invoice unless otherwise indicated in MPA. Customer is responsible for all customs and duties. All government tariffs, identified before and/or after the quote process and paid by EXACOM will be passed onto the End Customer at cost, with no EXACOM mark up.
3. Quotation is valid for 45 days.
4. This warranty will auto-renew annually until the end of the sixth year. Please indicate this on PO.
5. Software patches and minor releases are only available with current and up-to-date support contract.
6. The hardware / software refresh must be completed before the server has reached 6 years of age in order to continue with the EXACOM support program.
7. HW/SW Refresh is only available when year's 2-6 Extended Warranty is purchased by the customer.
8. HW/SW Support is delivered remotely, only, via telephone, email and vpn, if available.
9. Sales Tax can only be waived if purchaser provides EXACOM with a copy of their Tax Exemption Certificate prior to purchase.
10. First year warranty performance period: Starts on the earlier of the date of install or 90 days after shipping, and ends 1 year from start date. Adjustments, i.e. credit/debit, will be made for any overlap in maintenance on an annual basis, if applicable.
11. EARS-104 comes with 1 year HW/SW Warranty and Service.
12. EARS-104 support beyond 1st year will be billed at EXACOM T&M rates. Travel will be passed through to customer at cost if required.

Payment Terms: Net 30, Unless MPA on File

Ship Date: 30-45 Days ARO

Notices

Copyright

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Disclaimer

EXACOM makes no representations or warranties with respect to publications, software, or products and specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

Limitation of Liability

EXACOM will not be liable for any lost profits, lost savings or any collateral, consequential, indirect, incidental, punitive or consequential damages arising out of or connected in any way with the use or inability to use or malfunction of its products and software, even if EXACOM or its authorized reseller has been advised of the possibility of such damages or for any other type of claim by any party. EXACOM's liability is limited to the repair or replacement of the supplied original program diskette, associated publication and any part or parts of the product or system for the period of its limited warranty. For more detail, please review Exacom's EULA located at: www.exacom.com/EULA

COVID-19 & Exacom

Exacom is monitoring the COVID-19 situation closely and has put in place the necessary measures to protect its employee owners and customers. These measures follow the recommendations of our Federal and State government agencies, as well as the relevant Government recommendations in the countries where we do business. Until now, the COVID-19 virus has had limited impact on Exacom's orders and ability to service our customers. We have identified supply chain risks for all recording product lines, and we are actively working with our suppliers to mitigate these risks. However, we want to be up-front about the way this unusual circumstance is affecting our business and customers.

Our on-site install and training services will be conducted when permitted by local, state and federal guidelines allow. For areas where that is not permitted, we will work with our customers to either reschedule on-site install at dates to be determined or to help our customers to self-install remotely whenever possible.

Regarding our new orders, the impact on our deliveries has been very limited up until now. However, without good visibility on the availability of the necessary components to build our keys, we are investigating various contingency plans, if required.

Due to these unusual circumstances, we suggest that our customers share with us their forecasted recordings needs as soon as they are able. This will help us forecast demand and coordinate supply to mitigate any delays and ensure the best service possible.

CYBER-SECURE & INTEROPERABLE

JITC-Approved

Exacom completed the rigorous Interoperability (IO) and Cybersecurity (CS) testing and certifications with both the Avaya Aura VoIP solution and the Cisco UCM.

With this broad approval, federal departments can communicate on-base or across the world on different communications platforms. The recorder falls within the Customer Premises Equipment (CPE) category in the APL.



AVAYA



100% American

THE COMPANY

Exacom is American-owned and operated.

THE PRODUCTS

Our recorders are American-made. All research, production, and manufacturing is done within the United States.

OUR SUPPORT

All Sales and Support Offices are in North America. Our staff throughout the USA and Canada support our local customers in those areas.



ExaCare

ExaCare is our industry-leading annual service and support offering that provides product warranty, software assurance, and 24/7/365 service.



Protects Customer Investment

ExaCare protects customer's mission-critical applications to ensure they're never at risk. We work to mitigate downstream issues to maximize up-time.



Grants Exacom Access

Because of our strict security procedures, ExaCare is the ONLY way we can support and maintain customer systems.



Lets Us Work Alongside Customers

With ExaCare, customers give us license to work overtime on their behalf to ensure their satisfaction with our products and support.

ExaCare Customers Can:

- Access Support Through Phone, Email, And Chat 24/7/365
- Create A Ticket Or Check Status With Exacom's Cloud-based/Online Ticketing Support Portal
- Stay Current With The Latest Software Updates, Including New Features & Enhancements
- Get Hardware Replaced Quickly, When Required
- Talk To Highly-Trained Support & Field Techs, Located Throughout North America
- Protect Hardware With Any Applicable Warranties
- Save Time -- Our Support Team Checks In With Customers Proactively!



Enhanced Incident Management with RapidSOS

Traditionally, RapidSOS caller data is only visible during live calls. Our integration with RapidSOS allows your agency to archive that information and allows you new to ways to access that data.

Recording this info is critical, since it often influences how you respond to an incident.



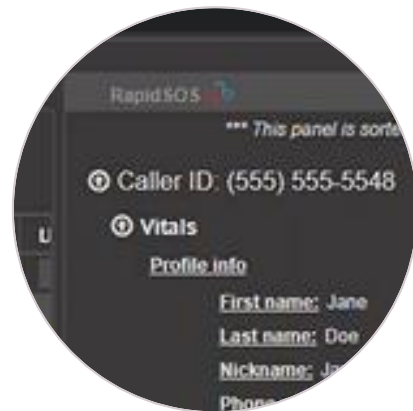
Archive RapidSOS Info Along With The Recorded Audio



Auto-Launch the RapidSOS Portal For Live Calls



Search & Filter Within Archived RapidSOS Information



View RapidSOS Info Within HindSight For Live Calls



Streamline Your Case Management & QA

Our powerful integration allows you to access audio recordings inside AQUA, saving time as you and your staff review cases.



**Access Recorded
Audio From Within
AQUA**



**No More Exporting &
Importing Recorded Audio
Files**

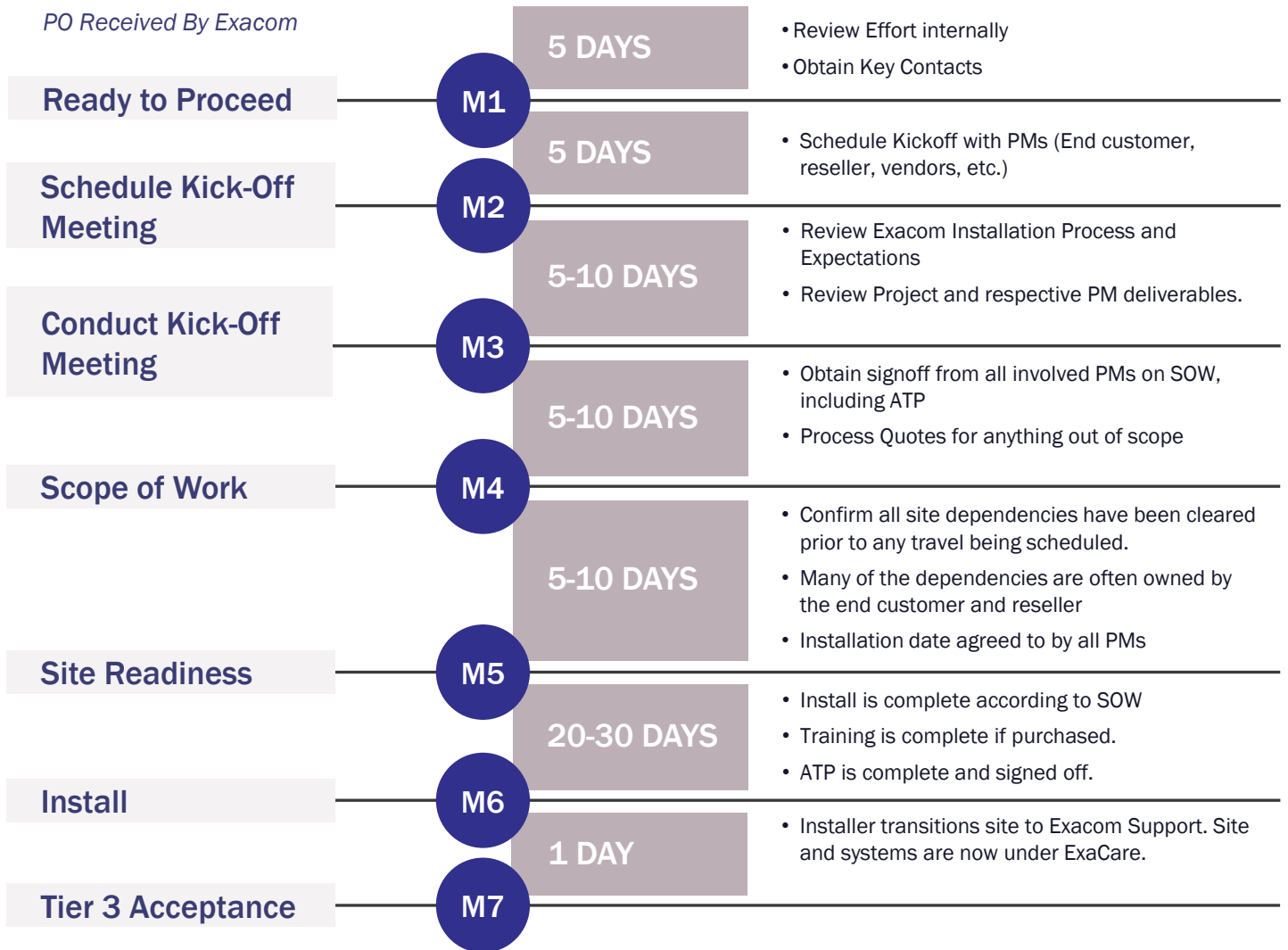


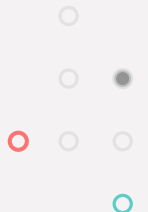
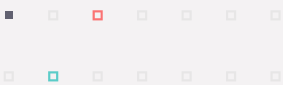
**Search For Records Using
All Available Recording
Metadata**



Talk to your Sales Representative to discuss how you can connect HindSight and AQUA.

Exacom's Proven Installation Process





Thank You For The Opportunity



Prepared By

Jim Zaleta, Regional Sales Manager

Jim.Zaleta@exacom.com

321-576-4716



exacom[®]

Multimedia Recording Solutions

for Military Bases, Government Agencies, Mobile/Field Deployments & 911 Operations

Exacom is a market leader in the Military and Public Safety Markets for Multimedia Recording & Call Logging



Exacom Summary

Exacom, Inc. based in Manchester, NH, has been a leading manufacturer of hardware and software based communications recording solutions for public safety, government and DoD applications since 1986. Exacom provides audio, video, data and text to 9-1-1 recording solutions for communications and dispatch centers in several countries, including some of the largest dispatch centers in the U.S. Exacom's solutions are designed to meet the demanding needs of today's complex, rapidly advancing and mission critical communications environments. For more information, visit: www.exacom.com.

Exacom Company Data

Business Point of Contact:

Robert Mohr
25 Sundial Ave, Suite 505, Manchester, NH 03103
robert.mohr@exacom.com
617.549.4434

- DUNS: 175749159
- CAGE Code: 1CMH6
- NAICS Codes:
334220 334310 541511 423430 334111 511210
238210 423690 811212 811213 518210

Exacom Core Capabilities

- Proven multimedia recording solutions
- Manufacturer-direct, US-based customer support
- Extensive integration portfolio
- Ongoing proactive interoperability focus
- Communications & networking technology expertise
- Support of both Direct and Indirect Channels
- Field personnel located at key locations

HindSight™ 4 Product Value

- Self Healing database
- One window, all functionality
- Efficient filtering and drill down
- Modular architecture for scalability
- Optimal system utilization
- Condensed hardware foot print
- Flexible Channel Composition

Ears™ Product Value

- Self-contained device
- Use at Mobile and Remote locations
- All information centralized

Key Differentiators

- Best-in-class, 100% US-based Support
- Highly cybersecure; JITC-approved, on the DoDIN APL
- Product depth for markets served
- Modular components to meet multi-location environments
- Use of Commercial Off the Shelf (COTS) Hardware

Past Performance

Over 1,000 Public Safety and 9-1-1 deployments.

Non-military customer examples include:

- City of Chicago
- Florida Highway Patrol
- States of NH, ME, others

Military customer examples include:

- US Air Force (at over 135 bases)
- US Army
- Department of Defense
- National Security Agency

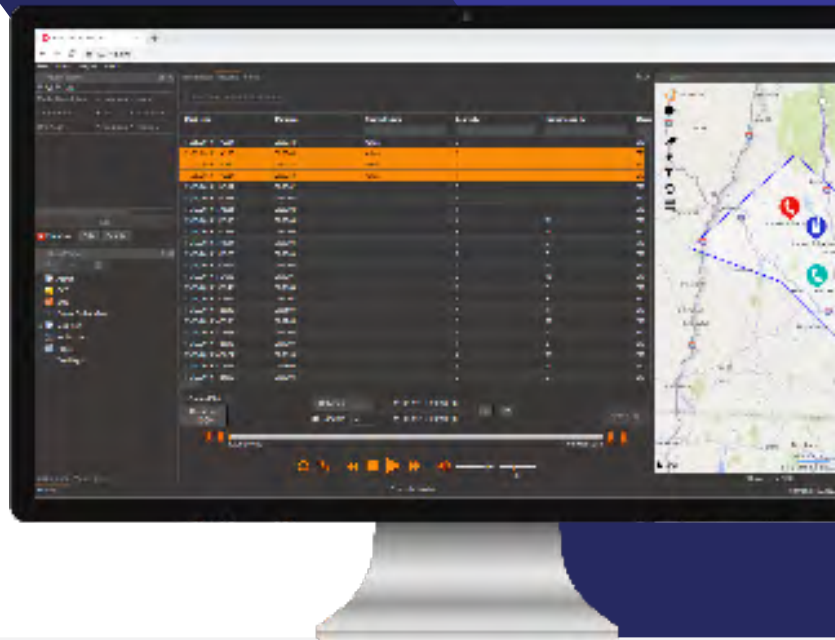
Exacom™, HindSight™, Ears™ and ExaCare™ are trademarks of Exacom, Inc.

Multimedia Logging Recorder

HindSight addresses many of the challenges faced in mission-critical communications environments and prepares you for where you're going.

Records telephony, radio calls, VoIP, RoIP, Text-to-911 (SMS), screen video, and more.

NENA NG 9-1-1 & i3 APCO P25



Designed For Your Organization

Share Recorders (Costs) Without Sharing Data

Restrict access to records by user, team, department, agency, or organization. A single recorder (and associated costs) can be shared across multiple departments or organizations while only allowing appropriate access to recordings.

Never Miss A Recording

Recordings are automatically backed up to a secondary storage location. Real-time fault monitoring alerts you if something goes wrong and helps ensure 24/7/365 up-time. Recorders can be set up in redundant or geo-diverse* redundant configurations.

*Geo-diverse recording dependent upon access to audio inputs at geographically separated locations.

Streamline Efficiency & Operations

With our end-to-end approach, we reduce the initial and long-term costs of deployment technologies, increase user productivity, reduce the time and cost of system maintenance and upgrades, etc.

Take Advantage of IT-Friendly Recording

Deploy on-premise, in a virtual environment, or an off-premise cloud solution. Recordings are accessed via internet browser—no clunky software upgrades. All hardware is industry-tested Dell COTS. Built-in real-time fault monitoring is included with every recorder.

Designed For Your Users

Tools You Need, At Your Fingertips

Find a record, tag, bookmark, export or download it, and redact sensitive information—within the same software window. Visualize interactions on a map using ESRI, Google Maps, or Bing Maps. Plus, powerful playback features make examination seamless.

Spend Less Time Searching

Locate records quickly with powerful search and custom, savable filters. Search the entire database or sections in a variety of ways, including searching by location on the map. Tag records for easy grouping, or bookmark a timestamped location.

View Ongoing & Recent Interactions

Quickly access and replay current and recent activity across all channels, system-wide. Users can also see the location of ongoing interactions on a map. All Instant Recall features are built into our main software window.

Record 80+ Sources of Information

RADIO & ROIP

- EFJohnson/Kenwood P25
- L3Harris™ VIDA P25
- Motorola Solutions™
Airbus P25, Astro P25, &
MOTOTRBO™
- Tait DMR & P25
- Telex

CPE & CALL HANDLING

- Compunetix
- Emergency Call Worx
- Motorola Solutions™ Vesta
- Solacom
- Intrado

PHONE & VOIP

- Analog
- Avaya SIP/H.323
- Cisco SIP
- IPC Unigy
- Mitel®
- Nortel
- Shoretel
- Siemens
- SIP

SUPPLEMENTAL DATA

- RapidSOS

CAD SYSTEMS

- CentralSquare

DISPATCH CONSOLES

- Avtec Scout
- Catalyst
- L3Harris™ Maestro & Symphony
- Motorola Solutions™ MCC7500, MIPS 5000, WAVE
- Telex Vega
- Zetron® ACOM & MAX Dispatch

MCPTX

- Samsung (ie FirstNet) Direct to LTE Servers
- Ericsson (ie Frontline) Direct to LTE Servers
- Catalyst Intellilink Interworking
- Etherstack Agency Onboarding Router (AOR)

A Comprehensive Mission-Critical Solution



HindSight 4

Our latest release allows users to access recordings securely via a web browser. All user functionality is built into the main recording client; no third-party add-ons required.



Dell COTS Servers

Capture and store recordings on a variety of Dell COTS servers and configurations, depending on your recording, storage, backup, and security needs. Redundancy available. When utilizing a cloud or virtual solution, hardware may not be required.



ExaCare™ Support

Exacom-direct support is available for the life of each recording system. All staff are in North America, with regional support throughout the US.

Part of Exacom's Distributed Recording

HindSight is part of Exacom's distributed recording ecosystem. Each recording component in the ecosystem can be used as a standalone unit or linked with other recorders for a flexible, scalable, and geographically-distributed recording solution.

Learn More: exacom.com/distributed

Recording
Mobile Unit



Recording
Secondary
Communications
Center



Recording
Primary
Communication
Center



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to
ds

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: SCADA Equipment for the Water Plant.

ITEM TITLE: Discussion and possible action on Purchase Order No. 101173, issued to Haynes Equipment Co. of Oklahoma City, Oklahoma, in the amount of \$39,624.00 for the purchase of SCADA computer software upgrade for the Water Treatment Plant

INITIATOR: Jarod Vinson, Water Treatment Superintendent
City Manager

STAFF INFORMATION SOURCE: Haynes Equipment

BACKGROUND: Approval of this item will allow staff to complete the upgrade of our water plant SCADA system. This system is very important to the operations of the water plant. New computer equipment has already been installed.

EXHIBITS: 1. Haynes Equipment Co

KEY ISSUES:

- SCADA equipment is very important to the operations of the water treatment plant.
- The last upgrade to this system was approximately 10 years ago. This upgrade will fix numerous software bugs and other issues that have developed over the years. The new software will be installed on new servers/desktops that have been installed at the plant.

FUNDING SOURCE: Fund 30

RECOMMENDATION: Approval of purchase order no. 101173 in the amount of \$39,624.00.

Equipment for New and Used Water
117 N.W. 132nd Street
Oklahoma City, OK 73114
Phone 405-755-1357 Fax 405-755-6493

Date: March 27, 2024

To: Jared Vinson
City of Sallisaw - WTP
PO Box 525
Sallisaw, OK 74955

Re: SCADA Computer and Software Upgrade Quotation

P: 918-776-4682
jvinson@sallisawok.org

If you have any questions concerning this quote, please contact Luke Dixon@ 405-755-1357.
THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: 2024 Ram 2500

ITEM TITLE: Discussion and possible action on Purchase Order No. 101179, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$65,261.90 for the purchase of one (1) 2024 Ram 2500 Crew Cab 4x4 with utility bed for the Water/Sewer Department

INITIATOR: Purchasing Agent
Water/Sewer Supervisor

STAFF INFORMATION SOURCE: John Vance Fleet Services

BACKGROUND: Approval of this purchase will allow the water/sewer department to replace the work truck that recently burned. Insurance has reimbursed \$57,035.00 for replacement. The unit will be delivered with a utility bed installed.

EXHIBITS: 1. John Vance Fleet Services - PO # 101179

KEY ISSUES:

- This truck is on the lot and ready to have a utility bed installed.
- Truck pricing is based on the Oklahoma State Contract for vehicles.

FUNDING SOURCE: GL # 030-703-57703.

RECOMMENDATION: Approval of Purchase Order No. 101179 in the amount of \$65,261.90

CITY OF SALLISAW

PURCHASE REQUISITION / PURCHASE ORDER

NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED

PO Number

101179 4/2

PO Date

Merchant, Mail Invoices to:

City of Sallisaw

PO Box 525

Sallisaw, OK 74955

Attn: Purchasing

NOTE PO NUMBER ON INVOICE

Ph: (918) 775-6241 x 305

Fax: (918) 775-4194

Email: purchasing@sallisawok.org

www.sallisawok.org

Vendor #

Department:

Vendor Name:

Address:

City:

State:

Zip:

Contact:

Phone/Cell

Email

Fax

Grant Funds Y N

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
	Vance Fleet	030-103-57703			\$65,261.90
	Quote #000Q13770				
	2024 Ram 2500				
	Crew Cab 4X4 Work Truck				
	w/Service Bed				
	State Contract Pricing				
	Water/Sewer Dept				

Comments, Note grant information if applicable:

Replaces TRUCK that Burned.
Insurance has Reimbursed City for Loss.

Freight/Other

Total Cost

\$65,261.90

Requestor:

Date:

Purchasing Approval:

Date:

PRIORITY: HIGH MED LOW

Dept Need Date: _____

Order Date/By: _____/_____

Est. Delivery: _____

JOHN VANCE MOTORS, INC
FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000074088



QUOTE

030-703-57703

DATE	3/8/2024
QUOTE NUMBER	000Q13770
EXPIRATION DATE	4/5/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO Number	

SOLD TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955
(918)775-6241

SHIP TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
P.O. Box 525
Sallisaw, OK 74955
(918)775-6241

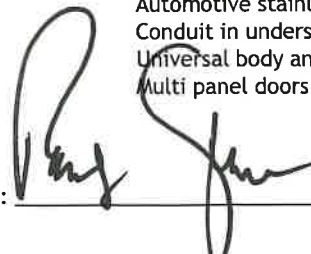
Any Questions? Call 405-282-3800
Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	DJ7L91	2024 RAM 2500 CREW CAB	\$44,890.00	\$44,890.00
1	4WD/ADB	4 WHEEL DRIVE w/ SKID PLATES	\$3,075.00	\$3,075.00
1	149	149" WHEELBASE/ 6.5' BED	\$0.00	\$0.00
1	2GA/A61	TRADESMAN EQUIPMENT GROUP	\$0.00	\$0.00
1	ESB	ENGINE: 6.4L V8 HEMI	\$0.00	\$0.00
1	DFX	TRANSMISSION: 8 SPEED AUTOMATIC	\$0.00	\$0.00
1	DK3	ELECTRONIC SHIFT-ON-THE-FLY TRANSFER CASE	\$283.00	\$283.00
1	DSA	ANTI-SPIN DIFFERENTIAL REAR AXLE	\$495.00	\$495.00
1	UBD	UCONNECT 5 w/ 8.4" DISPLAY	\$815.00	\$815.00
1	LNJ	FRONT FOG LAMPS	\$187.00	\$187.00
1	XAA	PARKSENSE REAR PARK ASSIST SYSTEM	\$283.00	\$283.00
1	MRU	MOPAR BLACK TUBULAR SIDE STEPS	\$445.00	\$445.00
1	AMP	CHROME APPEARANCE GROUP	\$1,650.00	\$1,650.00
1	XCH	ADDITIONAL KEY/FOB	\$325.00	\$325.00
1	TCP	TIRES: LT275/70R18E ALL TERRAIN	\$590.00	\$590.00
1	XHC	TRAILER BRAKE CONTROLLER	\$395.00	\$395.00
1	TXX8	INTERIOR: BLACK/DIESEL GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00	\$0.00
1	PW7	EXTERIOR: BRIGHT WHITE CLEAR COAT	\$0.00	\$0.00
SubTotal:				\$53,433.00

SERVICE BODY ADDITION:

1	SB-SB98X78	SERVICE BODY CM-SB Body-finish powder coated white Floor, understructure, and bumper coated with non-slip black powder coat Gas Cylinder style door holders, Treadbrite aluminum compartment tops LED rear lighting with wiring harness, Recessed Rear Bumper Automotive stainless steel rotary latches, Vise socket in bumper Conduit in understructure, Bolted body for secure attachment Universal body and bumper mounting kit, Automotive D Bulb Stipping Multi panel doors with internal reinforcements	\$11,828.90	\$11,828.90
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Accepted By:  - PO # 101179 4/2

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL	\$65,261.90
TAG/TAXES	\$0.00
TOTAL DUE	\$65,261.90

Dealer: _____ 1 of 1

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Chapter 10, Animal Ordinance

ITEM TITLE: Discussion and possible guidance to staff on proposed changes to Chapter 10, Animals, of the Sallisaw City Code of Ordinances

INITIATOR: City Manager
Building Development Director

STAFF INFORMATION SOURCE: Chapter 10, Sallisaw Code of Ordinances

BACKGROUND: Staff has prepared changes to the animal ordinances based on needs and comments from both staff and the public. The attached draft is for review purposes, to review before finalizing changes for the BOCC approval. We request the board to review these changes and provide guidance to staff as needed. Our intent is to bring back the final version of the ordinance at the May 13, 2024, BOCC meeting.

EXHIBITS: 1. Chapter_10__ANIMALS_New Ord DRAFT.4.1.2024 v2

KEY ISSUES:

- The attached ordinance would repeal the entire Chapter 10 and replace it with a new Chapter 10.
- Eliminates the Special Handlers License.
- Section 10-5; Roadside Selling of Animals. (New section)
- Section 10-10; Spay and Neuter.
- Section 10-16; Dogs in City Parks and on Park Trails.
- Sections 10-18 and 10-19; Redemption of animals, spaying and neutering.
- Section 10-22; Feeding of Stray Dogs, Cats, or Other Stray Animals. (New section)
- Section 10-121; Licensing and Limits on the Number of Animals.

FUNDING SOURCE: NA

RECOMMENDATION: Discuss, review and provide guidance to staff as needed.

**AN ORDINANCE REPEALING CHAPTER 10
OF THE SALLISAW CITY CODE
AND SUBSTITUTING A NEW CHAPTER 10, ANIMALS,
OF THE SALLISAW CITY CODE
AND DECLARING AN EMERGENCY**

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

SECTION 1. REPEAL

Chapter 10 of the Sallisaw City Code is hereby repealed in its entirety and a new Chapter 10, Animals, of the Sallisaw Code of Ordinances is hereby established by enacting the following articles and sections, to-wit:

Chapter 10 ANIMALS ARTICLE I. IN GENERAL

Sec. 10-1. Definitions.

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

Abandon means to:

- (1) Cease providing for the daily care, welfare or maintenance of an animal without the transfer of ownership of such animal;
- (2) Fail to retrieve, claim, or relinquish ownership to the city, an animal impounded at the animal shelter for any violation of Sallisaw City Code after notice is given to the owner of such animal, if known; or
- (3) Allowing an animal to reside at a property or dwelling not used as a primary dwelling, or without water or electric service, or other utilities in service.

Altered means any cat or dog over the age of six months which has been neutered or spayed.

Animal means any warm-blooded animal (excluding fowl when regarding section 10-2 of this Code).

Animal shelter means the premises owned and operated by the city for the purposes of impounding, sheltering or caring for animals.

Animal welfare officer means the person or persons employed by the city as its enforcement officer in the impoundment of animals, controlling of animals running at large, and as otherwise provided or required in this chapter.

At large or running at large means any animal which is not confined on the property of its owner, the leased premises of the animal's owner or under the actual physical control of a competent person.

Cat means any *Felis catus*, excluding large cats (lions, tigers, etc.) and hybrids.

Commercial breeder means a person who breeds eight or more intact female dogs or cats for the purpose of dealing in direct or indirect sale or exchange in consideration.

Confinement means to secure an animal in a house or by a fence within the boundaries of the owner's, leaseholder's or keeper's property (i.e. house, fenced yard).

Cruelty means to endanger the life, health, or safety of an animal.

Currently vaccinated means properly immunized by or under the supervision of a licensed veterinarian with an antirabies vaccine licensed and approved by the United States Department of Agriculture for use in that animal species, or meeting conditions specified in Oklahoma State Department of Health Zoo Notice Disease Control Rules, OAC Title 310, Chapter 599, Section 310:599-3.9.1. Vaccine must have been given at appropriate time interval(s) for the age of the animal and type of vaccine administered.

Dog means any *Canis familiaris*, excluding hybrids.

Domestic bird means canaries, parrots, ~~parakeets, mean birds, peacocks, birds of paradise~~ or other small birds tamed to the household or pertaining thereto.

Exposed to rabies means any animal that has been bitten by or exposed to any other animal known to have been infected with rabies.

Feed or Feeding means the placing of animal food, or similar products or consumable materials attractive to dogs, cats, or other animals, which may result in dogs, cats, or other animals congregating in an area on a regular basis, placed on the ground, in an obviously intended feeder at a height accessible to the dogs, cats, or other animals.

First party ownership means a situation where the owner of a biting animal is directly related to the bite victim, that is parent-child, sibling-sibling, grandparent-child; or when the legal residence of the animal owner and the bite victim are the same.

Fowl means chickens, guineas, geese, ducks and pigeons.

Health officer of the city shall mean such specifically designated person as provided by the Sallisaw City Code.

Hobby breeder means a person who breeds eight or less intact female dogs or cats for the purposes of show and the betterment of the breed.

Impoundment means placing an animal in the animal control vehicle or unit or holding an animal in custody at the animal shelter.

Keeper means any person, acting in the capacity of the owner, at the owners request, who is responsible for the care, welfare and maintenance of the animal.

Kennel means any place where any combination of eight or more dogs or cats more than six months of age are sheltered, fed and watered.

Large animal means horses, mules, donkeys, cattle, goats, sheep or any other animal of similar size or stature.

Neuter means to render a male dog or cat unable to reproduce.

Nuisance means the conduct or behavior of any small or large animal, cat or dog which molests passersby or passing vehicles; attacks other animals, damages private or public property; barks, whines, howls, crows or makes other noises in an excessive, continuous fashion which annoys the comfort, repose, health or safety of the people in the community; unconfined in season; or a vicious animal not confined as required by this chapter.

Owner means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal. The occupant of any premises on which a domesticated animal remains, or to which it customarily returns, for a period of ten days or more, shall be deemed to be harboring or keeping the animal.

Permit means the permit issued by the animal welfare division.

Provoke or provocation means, with respect to an attack by an animal, that the animal was hit, kicked, or struck by a person with an object or part of a person's body or that any part of the animal's body is pulled, pinched, or squeezed by a person.

Rabies means an acute disease of humans and warm-blooded mammals caused by the rabies virus (genus *Lyssavirus*) that affects the central nervous system and is almost always fatal.

Ratproof means that state of being constructed so as to effectively prevent entry of rats.

Restraint means that an animal is controlled by leash or tether, either of which shall not exceed six feet in length, by a competent person or within any vehicle, trailer or other conveyance being driven, pulled or parked on the street, or confined within the property limits of its owner or keeper.

Run means an area used to confine an animal that is no less than 100 square feet and is at least five feet in width.

Sanitary means any condition of good odor and cleanliness, which precludes the probability of disease transmission and insect breeding, and which preserves the health of the city.

Severe injury means any physical injury that reasonably results in hospitalization or medical treatment.

Show kennel means a breeder of dogs or cats whose main purpose and goal is to raise purebred dogs or cats for the purpose of competition in approved nationally recognized show venues.

Small animal means dogs, cats, rabbits, hares, chinchillas, turkeys, fowl, pigeons, ~~(except homing pigeons)~~ miniature pigs, as further defined herein, or household pets, or any other animal of similar size or stature; ~~for the purpose of this definition, "miniature pig" has a maximum weight of 125 pounds and a maximum height of 22 inches as established by the American Miniature Pig Association (AMPA).~~

Spay means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.

~~*Special handler's license* means a license issued to a person who has four or more but less than eight dogs or cats or a combination thereof where such dogs or cats or combination thereof are sheltered, fed and watered in or on the premises, property or residence of the person who has such a license.~~

Stray means an unlicensed domestic or feral dog or cat running at large and unaccompanied or controlled by an owner.

Transfer means to convey or change ownership from one person to another with or without the exchange of money or other consideration.

Unaltered means any cat or dog over the age of six months which has not been neutered or spayed.

Vaccination means an injection of United States Department of Agriculture approved rabies vaccine administered by a licensed veterinarian every 12 calendar months if a one-year vaccine is used or every 36 calendar months if a three-year vaccine is used.

(b) All other words or phrases used herein shall be defined and interpreted according to their common usage.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2011-17, §§ 1, 2, 9-12-2011; Ord. No. O2011-23, § 1, 11-14-2011)~~

~~Cross reference(s) — Definitions generally, § 1-2.~~

Sec. 10-2. Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules or regulations of the state applicable thereto. Where the provisions of the rules and regulations of the state are less restrictive than the provisions of this chapter, the latter shall govern.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-3. Injuring, poisoning or trapping animals prohibited.

- (a) A person who accidentally or otherwise strikes an animal with an automobile and injures it shall notify the animal welfare division.
- (b) No person shall expose or give to any animal any poisonous substance, whether mixed with food or not. This provision, however, does not apply to the eradication or population control of certain species of rodents.
- (c) No person shall set or expose an open jaw-type trap, leg hold trap, snare trap, or any type trap of which would likely cause physical harm or injury to any animal. This provision shall not apply to persons who are licensed by the state to trap animals as provided in 29 O.S. § 4-119.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-4. Diseased animals—Injured or sick animals.

- (a) Every person owning or having any animal under his charge within the city which he knows or suspects to be sick or injured, shall isolate the animal from other animals and shall obtain treatment for such animal by a licensed veterinarian within 24 hours.
- (b) Any animal which comes into possession of the city at the animal shelter which is injured or sick shall be humanely euthanized by the animal shelter personnel without waiting for the expiration of the period in which such animal may be reclaimed by its owner, or before the end of the period in which the animal may be placed for adoption. Provided, however, that before such sick or injured animal is euthanized, the animal shelter personnel shall contact the owner, if known, of such animal to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed but fails to reclaim the animal within 24 hours of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the animal shelter personnel. The animal shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the city, the type of injury or sickness of such animal, the date the animal was destroyed, and any other information relevant to the health, condition and description of such animal.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-5. Roadside selling of Animals.

- 1. No person shall sale or give away any animal from the public parking lots, private business parking lots and or the side of roads and right of ways within the City Limits of Sallisaw.
 - a. Exceptions:
 - i. Approved agencies doing so during special adoption or vaccination events.
 - ii. Animals must be spade, neutered and properly vaccinated. Documentation from a licensed veterinarian must be available for each animal.
 - iii. Animals staying within City Limits shall be registered.
- 2. Any person violating any of the provisions of this section shall, upon conviction thereof, be punished as provided in Section 1-8 of this Code.

Sec. 10-6. Property owner may impound animal.

Any person who finds an animal on his property to his injury or annoyance may:

- (1) Remove such animal to an animal shelter, public or private, except that astray animals will be handled as provided by state law; or
- (2) Retain possession of such animal or fowl and, within 24 hours, notify the animal welfare division or other appropriate existing agency of this custody, giving a

description of the animal and the owner's name, if known. Removal of the animal from property shall be done in such a manner so as not to cause injury to the animal.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-7. Noisy animals—Complaint procedure for animals which disturb are in violation of Code.

- (a) No person shall keep any animal which causes frequent or long-continued noise so as to disturb the comfort or repose of any person in the vicinity. Any violation of this section is declared to be a nuisance and as such may be abated.
- (b) Any person with knowledge thereof of such nuisance may file a complaint in the municipal court against the owner or keeper of an animal which disturbs the comfort or repose of any person in the vicinity, or which is in violation of this chapter. If the court finds that an animal is a nuisance or in violation of this chapter, then the court may order the owner or keeper to prevent and abate the nuisance, or order the animal impounded with the owner or keeper to pay impoundment costs, or order punishment as provided in the Sallisaw City Code.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

~~Cross reference(s)—Nuisances, § 38-31 et seq.~~

Sec. 10-8. Certain animals and animal fighting prohibited.

- (a) Staged animal fighting within the city limits is strictly prohibited.
- (b) Within the city limits, no person shall keep, nor shall any permit be issued for any gamecocks or fighting cocks.
- (c) Keeping of swine.
 - (1) Swine of any breed or type shall not be kept as pets within the city limits. ~~except for miniature pigs. For the purpose of this section miniature pigs shall mean "pot-bellied pig," "Shar-pei pigs," Vietnamese, Chinese, or Asian, or other similar swine not exceeding 125 pounds at maturity and a maximum height of 22 inches. Swine defined in this section must be permitted through the city.~~
 - (2) Exception. Swine may be kept for exhibition purposes during a temporary duration at stock shows, fairs and circuses, not to exceed seven days in duration. Swine must be kept in properly constructed pens during the duration of the event.
 - (3) Exception. Swine may be kept for educational programs at Sallisaw High School where they are housed in properly constructed enclosed facilities upon school property of which a proper building permit has been obtained and facilities inspected.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2022-10, § 1, 10-10-2022)~~

Sec. 10-9. Certain livestock, horse not to be kept within city, exception; permits.

- (a) It is unlawful for anyone to keep cows, sheep, goats, cattle or other livestock of any kind, ~~except horses;~~ in any zoning other than Agricultural A-1 and Agricultural A-2 within the

limits of the city. ~~unless they are kept within an enclosure or fence, and provided the enclosure has at least 5,000 square feet for each animal kept in the enclosure.~~

- (b) An enclosure ~~between 5,000 square feet and 15,000 square feet per animal~~ shall be provided and located so that no part shall be any closer than ~~400~~ 150 feet to the dwelling quarters of any person other than the owner or custodian of such animals.
- (c) It is unlawful for anyone to keep a horse within the limits of the city unless:
 - (1) The horse is kept within an enclosure or fence, and the enclosure has at least 1 acre + acre ~~5,000 square feet~~ for each horse kept in the enclosure; or
 - (2) Unless the keeping of such horse is connected with a veterinary business. ~~of the person keeping the horse, and the property is zoned commercial, or for such business.~~
- (d) Any person keeping livestock within the city limits or any person keeping horses within the city limits in violation of this section, shall be first entitled to one three-day notice to remove the animal from the city limits. Any violation of this section thereafter shall be deemed an offense. Each and every violation or omission of required act and day of continued violation after one three-day notice shall be deemed a separate offense. A person is not entitled to any notice for additional offenses after the first notice shall have been given.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-10. Spay and Neuter

- 1. All domesticated animals within the City limits shall be spayed and neutered to control feral animal populations.

Exception:

- (a) Those animals belonging to Hobby Breeders and Kennels registered with the Animal Control Officer.
 - (b) Animals under the care of a Veterinarian or Animal Hospital.
- 2. Any person violating any of the provisions of this section shall, upon conviction thereof, be punished as provided in section 1-8 of this Code.

Sec. 10-11. ~~Keeping of~~Keeping wild or exotic animals.

- (a) For the purpose of this section, a wild or exotic animal means an animal which is usually not a domestic animal and which can normally be found in the wild state, or which has not been deemed by the Oklahoma State Department of Health to have an established rabies quarantine period, including, but not limited to, lions, tigers, leopards, panthers, wolves, foxes, lynxes, or any hybrid of like animals, alligators, crocodiles, apes, foxes, elephants, rhinoceroses, bears, all forms of poisonous snakes, lynxes, raccoons, skunks, monkeys, prairie dogs, bats, and like animals.

- (b) It is unlawful to keep or harbor any wild or exotic animal in the city limits as a pet or for display or for exhibition purposes, whether gratuitously or for a fee, except as provided in this section, and as may be licensed by the state wildlife department pertaining to wildlife rehabilitators.
- (c) This section shall not apply to zoological parks or zoos, performing animal exhibitions, circuses, educational or medical institutions.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-12. Vaccination required—Certificate of vaccination—Impound fee.

- (a) No person shall own, keep or harbor any ~~dog, cat or ferret~~ animal within the city limits unless such ~~dog, cat or ferret~~ animal is six months of age or older and is vaccinated for rabies, ~~or has the recommended vaccinations as recommended~~ by a licensed veterinarian.
- (b) Any person who adopts an animal from the city's animal shelter shall have such animal vaccinated ~~by a licensed veterinarian within two weeks from~~ prior to the date of adoption ~~or within two weeks~~ after the animal reaches the age of six months.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-13. Tag and collar required; removal; nontransferable; inspection; offense.

- (a) The owners of ~~all dogs and cats~~ any animal ~~is required~~ to have the animals vaccinated against rabies ~~or vaccinations as recommended~~ by a licensed veterinarian. The veterinarian shall issue the owner of the animal a vaccination certificate, and such owner shall retain such certificate until the vaccination is renewed. At the time of the vaccination, a metal tag shall be issued by the veterinarian showing the name of the veterinarian, the tag number, and the year of issuance.
- (b) Every animal owner is required to affix the tag issued by a licensed veterinarian for vaccination to a collar to be worn by the animal at all times; except the owner of a show ~~dog or cat~~ animal, whose coat maybe damaged by a collar, may substitute an implanted microchip in lieu of a collar, documentation to be available referencing said show ~~dog or cat~~ animal to the proper license tag and ~~rabies~~ vaccination. It shall be unlawful for any person other than the owner or a licensed veterinarian to remove the collar or microchip from the ~~dog or cat~~ animal.
- (c) No person shall use a rabies tag or veterinarian certificate or receipt for any animal other than for that animal ~~dog or cat~~ to which the rabies tag, veterinarian certificate, or receipt was issued.
- (d) A city animal welfare officer or any police officer may at any reasonable time require an owner to provide proof of rabies vaccination, on any animals provided reasonable cause has been established that would require an animal welfare officer or police officer to make contact with the owner, such as response to a complaint, suspected animal abuse, running at large, or bite incident. Any owner not possessing a current rabies tag, certificate or receipt for such animal over six months of age may be cited by the animal welfare officer or police officer.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2011-18, §§ 1, 2, 9-12-2011)~~

Sec. 10-14. Control of animals required; at large; arrest; astray; confinement in season.

- (a) It is unlawful for any owner or keeper to:
- (1) Fail to prevent any animal from running at large within the city;
 - (2) Perform, do or carry out any inhumane or cruel treatment against any animal;
 - (3) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitute or become a health hazard as determined by the animal welfare division; or
 - (4) Permit any animal to run at large. Any animal found running at large within the city shall be either:
 - a. Impounded by the animal welfare officer, and such ~~animal~~animals shall be kept at the animal shelter. Impounded animals may be reclaimed as provided in section 10-18 of this chapter; or
 - b. At the judgment of the animal welfare officer, an animal found at large which is licensed by the city, except a dangerous dog or a potentially dangerous dog, as those terms are defined in this chapter, may be released to the custody of the owner or keeper of the animal which has been impounded.
- (b) When a police officer effects an arrest of a person who is in possession of or caring for an animal and no responsible person of at least 18 years of age is present at the scene to take care of the animal, the animal will be impounded for the welfare of the animal. The animal will be impounded at the animal shelter until the proper disposition of the animal can be determined.
- (c) An animal welfare officer is authorized to trap or impound any animal observed to be in violation of any of the provisions of this section or for humane reasons pursuant to section 10-20 of this Code. An animal welfare officer may upon exigent and life-threatening emergency circumstances enter upon the premises of the owner or other private premises to take such animal into custody, once it has been established that the occupant is not home.
- (d) No impounded animal shall be returned to its owner or keeper until the animal impoundment and boarding fees are paid.
- (e) Stray animals shall be treated in the manner provided in Chapter 4 of Title 4 of the Oklahoma Statutes.
- (f) Every female animal in season (heat) shall be kept confined in such a manner that such female cannot come in contact with other animals, except for controlled breeding purposes. Female animals picked up by the animal welfare division which are in season (heat) shall always be kept separate from male animals.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-15. Animals running at large—Owners cited.

Any animal that is not confined as provided in subsection 10-1(a) of this Code, and not under the actual physical control of its owner or keeper, will be presumed to be running at large. In addition to impoundment, the animal welfare officer may, at their discretion, cite the owner of said animal to appear in municipal court to answer charges for violation of this chapter.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Section 10-16. Dogs in City Parks And On Park Trails

- 1) All dogs brought into/onto any city park, city walking trail, jogging trail, or any sidewalk area of any city park must be restrained on a leash at all times. All other animals are prohibited.
- 2) When unrestrained dogs are found on city park grounds, without an owner, the animal shall be removed by the animal welfare officer. If the owner is present, and the dog is unrestrained, the owner shall be requested to restrain the dog, or remove it from the park. Failure of owner to restrain their dogs may result in a citation issued to the owner.
- 3) From time to time, certain scheduled events at city park locations may post “No Animals Allowed” during the event. If this is posted, no dogs, or other animals, shall be allowed in the event area. This shall be noted in the Special Event Permit issued by the city.
- 4) During routine scheduled events at city park areas, such as youth sports at designated sports grounds, the group, or individual, scheduling the sports events, may post “No Animals Allowed” for the complex, or area in which the sporting events are taking place.

Sec. 10-17. Impoundment; records; disposition of animals; adoption; licensing of dogs and cats.

- (a) Any dog or cat or other small animal found running at large and impounded in the animal shelter shall be there confined in a humane manner. Animals not claimed by their owner before the expiration of 72 hours, exclusive of Saturdays, Sundays and city holidays, shall become the property of the city and shall be disposed of at the discretion of the city.
- (b) The animal welfare officer, upon receiving any animal for impoundment, shall record or cause to be recorded the description, breed, color and sex of the animal and whether or not it is licensed, and the date and time of impoundment. If the animal is licensed or if the owner or keeper is known, the officer shall enter the name and address of the owner or keeper, or the city license or rabies tag number as may be shown on the impoundment records. If the owner or keeper is known or can be determined from city records or identification attached to the animal, the animal welfare division shall telephone the owner or keeper, or shall post written notice at the address shown on city records to be that of the owner or keeper, to notify the owner or keeper that unless reclaimed in accordance with this Code within 72 hours after impoundment, Saturdays, Sundays and city holidays excluded, the animal will be euthanized, adopted out, or otherwise disposed of by the city. Attempts to contact the owner or keeper will be recorded.

- (c) At the end of the period prescribed in this section, animals that have not been reclaimed by the owner or keeper thereof shall be euthanized , adopted or otherwise disposed of in a humane manner and as required by law. Any animal which is eligible for adoption may be adopted after the 72-hour period. Animals may be transferred to an animal adoption agency with no charge to the receiving party.
- (d) Before any animal is released for adoption from the city's animal shelter, such animal shall be issued a license, as provided for in this chapter, if such animal has not previously been licensed. The adoption fee and license fee will be as shown in the fee schedule.
- (e) No animal may be adopted from the animal shelter by any employee of the shelter for any reason, nor may any employee of the shelter adopt or sell any animal from the shelter except in accordance with the provisions of this chapter.
- (f) There is hereby established a grace period of seven days beginning on the day of adoption and ending at the close of business on the seventh day thereafter, during which period an animal adopted from the city's animal shelter may be returned to the animal shelter for a refund of the adoption fee, spay/neuter deposit, vaccination deposit and license fee or, at the option of the adopting party, a replacement animal, conditioned solely upon the presentation of written certification of a licensed veterinarian that the adopted animal is in poor health.
- (g) The City Manager ~~The city council, by duly enacted resolution,~~ may designate certain days in which animals eligible for adoption may be adopted from the city's animal shelter without the payment of the adoption fee as required in the fee schedule. Provided, however, that the other provisions of this chapter shall apply to the animals adopted under this subsection.
- (h) ~~There is hereby established a "No Questions Asked" period of three days, from the date of the adoption, whereby an adopted animal can be returned, for any reason, to the animal welfare division and a full refund of fees and any deposits received.~~

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-18. Redemption of impounded animals—Licensing ~~of dogs and cats.~~

- (a) Except as hereinafter provided, licensed and vaccinated animals impounded under the provisions of this chapter may be reclaimed by the owner or keeper upon payment of the impoundment fee as provided in the fee schedule and the animal shelter boarding fee. The owner or keeper has 72 hours after impoundment, Saturdays, Sundays and city holidays excluded, to redeem the animal. If the owner or keeper has not made arrangements to redeem the animal within this period, the animal becomes the property of the city and may be disposed of as provided in this chapter.
- (b) No unlicensed animal may be released from impoundment to its owner or keeper until such animal is issued a license, as provided in this chapter, and after payment of the fee as provided in the fee schedule.
- (c) No unvaccinated animal may be released from impoundment. ~~unless the owner or keeper signs an agreement to have the animal vaccinated against rabies within two weeks of release, or from the time the animal reaches the age of six months, by a licensed veterinarian and returns documented proof of such to the animal welfare division on or before the contract compliance date. Failure to comply with the agreement shall be unlawful, and may result in the issuance of a citation for violation of the provisions of this~~

~~chapter.~~ The owner or keeper shall also be required to reimburse for vaccination done by the City as part of the release of the animal. ~~. deposit funds with the animal shelter to ensure the animal is vaccinated. The amount of the deposit shall be set in the fee schedule, and will be refunded to the owner upon presentation of the documented proof on or before the contract compliance date.~~

- (d) ~~The vaccination deposit required above will be retained by the city, and a refund of the deposits will be made upon presentation of a written statement signed by a licensed veterinarian that the animal has been vaccinated. If the animal has not been vaccinated within the time specified in the release agreement, the deposit will be forfeited to the city. If the owner does not pay the associated fees, it will be considered forfeiture of said animal.~~

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-19. Spaying or neutering as condition for release of dogs and cats; extension of time; spaying or neutering required; sterilization agreement; deposits required; use of forfeited deposits; penalty.

- (a) No animal may be released for adoption from the animal shelter unless said animal has been surgically spayed or neutered. ~~; or unless the adopting party signs an agreement to have the animal altered, and deposits funds with the animal shelter to ensure that the adopted animal will be spayed or neutered. The amount of the deposit required shall be set in the fee schedule.~~
- (b) ~~Before any dog or cat is released for adoption from the animal shelter, the adopting party shall sign a sterilization agreement which will substantially conform with the agreement shown in 4 O.S. § 449.4. Failure to comply with the agreement shall be unlawful, and may result in the issuance of a citation for violation of the provisions of this chapter. The adopting party shall pay cost incurred by the City for spraying and neutering, unless otherwise exempted by ordinance or policy.~~ the City Manager or City Council.
- (c) Upon presentation of a written report from a licensed veterinarian stating that the life or health of an adopted animal may be jeopardized by surgery, the animal welfare officer shall grant an exemption to the new owner for spaying and neutering. ~~a 30-day extension of the period within which the spay or neuter surgery would otherwise be required. Further extensions may be granted upon additional veterinary reports stating the necessity for such extensions.~~
- (d) Each person who adopts an unaltered animal 8 weeks of age or less from the animal shelter shall pay for the animal to be spayed or neutered by a licensed veterinarian prior to adoption of the animal.
- (e) No animal may be released for adoption from the animal shelter unless the animal has been vaccinated ~~against rabies within two weeks of adoption, or from the time the animal reaches the age of six months,~~ by a licensed veterinarian. ~~and return proof of same to the animal shelter. Failure to comply with the agreement shall be unlawful, and may result in the issuance of a citation for violation of the provisions of this chapter. The adopting party shall pay cost incurred by The City for spraying and neutering, unless otherwise exempted by the City Manager or City Council. The new owner shall also be required to deposit funds with~~

~~the animal shelter to ensure the animal is vaccinated. The amount of the deposit shall be set in the fee schedule.~~

- (f) ~~The sterilization and vaccination deposits required above will be retained by the city, and a refund of the deposits will be made to the adopting party upon presentation of a written statement signed by a licensed veterinarian that the adopted animal has been neutered or spayed and vaccinated. If the adopted dog or cat has not been sterilized and vaccinated within the time specified in the animal adoption agreement, the sterilization and vaccination deposits will be forfeited to the city.~~

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-20. Keeping of animals; mistreatment, abandonment prohibited; care; restraining of animals prohibited; exercise area for animals.

- (a) All animals kept as house pets within the city limits shall be housed, fed and protected from the weather in such a manner as not to create a nuisance.
- (b) No person shall willfully or maliciously:
- (1) Torture, cruelly beat, injure, maim, mutilate or unjustly destroy or kill any animal belonging to himself or to another;
 - (2) Deprive any animal of food, drink or shelter;
 - (3) Unjustly administer any poison or noxious drug or substance to any animal;
 - (4) Unjustly expose any drug or substance with the intent that the same shall be taken by an animal, whether such animal be the property of that owner or another person; or
 - (5) Cause any other person to do any of the above acts.
- (c) If an animal is found by the animal welfare officer to be in one of the above-described conditions, the officer may issue a citation to the offender or shall issue a notice to the offender warning him that if the animal's condition is not improved, a citation will be issued. If the animal welfare officer determines that a confined animal's life is in immediate danger or has been abandoned, or a confined animal is dead, the animal welfare officer may upon exigent and life-threatening emergency circumstances enter upon the premises of the owner or other private premises to take such animal into custody, once it has been established that the occupant is not home. In all other than exigent and life-threatening emergency circumstances, the animal welfare officer shall obtain a municipal court order directing such animal to be seized before such animal is seized. The animal welfare officer will leave a notice for the owner advising why the animal was seized and where the animal was taken. Seizure of an animal will be accompanied by issuance of a citation(s) when there is probable cause to believe the seizure of the animal was necessary as a result of commission of an offense.
- (d) No animal dogs, cats or other small animals shall be confined within or on a motor vehicle under such conditions as may endanger the health or well-being of the animal, including, but not limited to, dangerous temperature, lack of food or water.
- (e) No person shall abandon or cause to be abandoned any type of animal. dogs, cats or any other type of animals.

- (f) Owners and keepers of ~~dogs, cats, and other small~~ animals shall provide food, shelter, and medical attention to such animals, including, but not limited to, the following:
 - (1) Sufficient wholesome food that is nutritious for the species;
 - (2) Fresh, potable drinking water;
 - (3) Medical attention to relieve such animals from suffering;
 - (4) Provide shade from the sun; and
 - (5) Shelter to allow the animal to remain dry and protected from the elements. The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair.
- (g) In addition to the foregoing provisions of this section, it shall be unlawful for any person to willfully or maliciously overdrive, overload, torture, destroy or kill, or cruelly beat or injure, maim or mutilate, any animal in subjugation or captivity, whether wild or tame, and whether belonging to himself or to another, or deprive any such animal of necessary food, drink or shelter; or shall cause, procure or permit any such animal to be so over driven, overloaded, tortured, destroyed or killed, or cruelly beaten or injured, maimed or mutilated, or deprived of necessary food, drink or shelter; or willfully set on foot, instigate, engage in, or in any way further any act of cruelty to any animal, or any act tending to produce such cruelty. Any peace officer or animal welfare officer finding an animal so maltreated or abused shall cause the same to be taken care of, and the charges therefor shall be a lien upon such animal, to be collected thereon as upon a pledge or a lien.
- (h) No person shall, at any time, fasten, chain, or tie any animal on the owner's property or on the property of the owner's landlord, as the sole method of restraining the animal, unless authorized by an animal welfare officer or the animal welfare supervisor.
- (i) No person shall permit an animal ~~an animal dog~~ owned by such person or under the custody of such person to be off that person's property or leased premises unless such ~~dog~~ animal is restrained by a leash. Such leash shall be used to control the ~~dog~~ animal ~~animal~~ or to prevent the ~~dog~~ animal ~~animal~~ from running at large.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-21. Dead animal pickup fees.

- (a) Dead animals may be picked up from residences by the animal welfare officer upon payment of a pickup fee as provided in the fee schedule.
- (b) Owners may drop off an animal at the animal welfare division provided an impoundment card is signed releasing custody of the animal to the city. Once the animal is released to the city, the animal becomes the property of the city and may be disposed of as provided in this chapter.
- (c) Sick, injured, aggressive, or animal that is not adoptable ~~nonadoptable animals~~, will be euthanized, at an owner's request by the animal welfare division, provided the owner signs an impoundment card releasing custody of the animal to the city and upon payment of the

fee as provided in the fee schedule and upon proof of veterinarian treatment and/or recommendation.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-22. Feeding of Stray Dogs, Cats, or Other Stray Animals

- (a) High populations of stray dogs, cats, or other animals pose a hazard to human health and safety, as such animals provide breeding ground for infections, disease, including but not limited to rabies and distemper, and may otherwise bite or attach humans and domestic animals. In addition, food provided for stray animals is often attractive to wild animals such as racoons and rodents and may create nuisance conditions such as rate harborage or other wild animal infestation.
- (b) No person shall feed or allow feeding of any stray dogs, cats, or other animals within the city limits, unless they are acting in their capacity of a veterinarian, or an employee of a humane society, and are authorized by permit to do so by the city.

~~Sec. 10-22. Penalty.~~

Sec. 10-23. Penalty.

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be punished as provided in section 1-8 of this Code.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Secs. ~~10-24~~~~10-23~~—10-30. Reserved.

ARTICLE II. DANGEROUS ~~ANIMALS~~~~Animals~~Sec. 10-31. Definitions.

- (a) As used in this article, the following terms shall have the meanings respectively ascribed to them in this section:

Animal control authority means the city's animal welfare division acting alone or in concert with other local governmental units for enforcement of the animal control laws of the city and state for the protection of the general public and the welfare of animals.

Dangerous animal means any animal that:

- (1) Has inflicted severe injury on a human being or another animal without provocation on public or private property; or
- (2) Endangers the safety of humans or other animals by aggressively attacking in an apparent attempt to inflict severe injury.

Owner means any person, firm, corporation, or organization, possessing, harboring, keeping, having an interest in, or having control or custody of an animal. The occupant of any premises on which a domesticated animal remains, or to which it customarily returns, for a period of ten days or more, shall be deemed to be harboring or keeping the animal.

Proper enclosure of a dangerous animal means, a securely enclosed and locked pen or structure with at least 150 square feet of space for each dog or small animal and 500 square feet for all other animals kept therein which is over six months of age, and which is suitable to prevent the entry of children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the animal. ~~dog animal.~~

Provoke or provocation means, with respect to an attack by an animal, that the animal was hit, kicked, agitated by teasing or struck by a person with an object or part of a person's body or that any part of the animal's body is pulled, pinched, or squeezed by a person.

Severe injury means any physical injury that reasonably results in hospitalization or medical treatment.

(Ord. No. 07-11 , § 2, 7-9-2007)

Sec. 10-32. Unlawful to own dangerous animal without certificate of registration.

- (a) It is unlawful for an owner to have a dangerous animal in the city without the certificate of registration issued as provided in this section. This section shall not apply to dogs used by law enforcement officials for police work.
- (b) The animal welfare division shall issue a certificate of registration to the owner of a dangerous animal~~dog animal animal~~ if the owner presents to the animal welfare division sufficient evidence of:
 - (1) A properly locked enclosure to confine a dangerous animal and the posting of the premises with a clearly visible warning sign that there is a dangerous animal ~~dog animal animal~~ on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous animal ~~dog animals animals~~; and
 - (2) A policy of liability insurance, such as homeowner's insurance, or surety bond, issued by an insurer qualified under Title 36 of the Oklahoma Statutes in the amount of no less than \$50,000.00 insuring the owner for any personal injuries inflicted by the dangerous animal. ~~dog animal.~~

(Ord. No. 07-11, § 2, 7-9-2007)

Sec. 10-33. Unlawful for dangerous animal ~~dogs animal animal~~ to be outside proper enclosure unless muzzled and restrained.

- (a) It is unlawful for an owner of a dangerous animal ~~dog animal animal~~ to permit the animal to be outside the proper enclosure unless the animal ~~dog animal animal~~ is muzzled and restrained by a substantial chain or leash and under physical restraining of a responsible person of at least 18 years of age. The muzzle shall be made in a manner that will not cause

injury to the ~~animal dog animal animal~~ or interfere with its vision or respiration but shall prevent it from biting any person or animal.

- (b) ~~Animals Dogs Animals Animals~~ shall not be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing an unlawful presence upon the premises occupied by the owner of the ~~animal animal~~, or was tormenting, abusing, or assaulting the ~~animal animal~~ or has, in the past, been observed or reported to have tormented, abused, or assaulted the ~~animal animal~~ or was committing or attempting to commit a crime under any federal, state or local law. For the purpose of this article, a person is considered to be lawfully present upon the property of an animal owner when he is on such property in the performance of any duty imposed upon him by the laws of the state, or by the laws of the United States, or the postal regulations of the United States, or when reading meters, or making repairs to any public utility or service located on the premises, or when working on said property at the request of the owner or any tenant having a lease upon any portion of said property, or when on such property upon the invitation, expressed or implied, of the owner or lessee of such property.
- (c) No person shall willfully harm, including torture, torment, beat, mutilate, injure, disable, or otherwise mistreat or kill a service animal that is used for the benefit of any handicapped person in the state.
- (d) No person shall willfully interfere with the lawful performance of any service ~~animal animal~~ used for the benefit of any handicapped person in the state.
- (e) Any person who encourages, permits or allows an ~~animal animal dog~~ owned or kept by such person to fight, injure, disable or kill a service ~~dog animal animal~~ used for the benefit of any handicapped person in this state, or to interfere with a service ~~dog animal animal~~ in any place where the service ~~dog animal animal~~ resides or is performing, shall, upon conviction, be guilty of a misdemeanor. For purpose of this subsection, when a person informs the owner of an ~~animal animal dog~~ that the ~~dog~~ is a threat and requests the owner to control or contain the ~~dog animal animal~~ and the owner disregards the request, the owner shall be deemed to have encouraged, permitted or allowed any resulting injury to or interference with a service animal.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-34. Confiscation of dangerous ~~dogs animals animals~~ authorized under certain conditions—Penalty.

- (a) Any dangerous ~~dog animals animals~~ shall be immediately confiscated by an animal welfare officer if, following a hearing by the municipal judge, the judge determines that:
 - (1) The ~~dog animal animal~~ is not validly registered under section 10-32 of this Code; or
 - (2) The ~~dog animal animal~~ is outside of the dwelling of the owner, or outside the proper enclosure and not under physical restraint of the responsible person.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-35. Purpose and construction of article ii.

It is the purpose of this article to provide additional and cumulative remedies to control dangerous and potentially dangerous ~~animals dogs animals~~ in the city. Nothing in this article shall be construed to abridge or alter rights of action or remedies of victims under the common law or statutory law, criminal or civil.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-36. Court proceedings against vicious or dangerous animals.

The owner of any ~~dog animal animal~~ alleged to be dangerous may be charged in municipal court after a complaint has been duly filed therein by any person having knowledge thereof. If the court finds that the ~~dog animal animal~~ has attacked human beings or animals without provocation, then the court shall have the authority to order the ~~dog animal animal~~ kept muzzled, confined, destroyed, or delivered to the animal welfare division for further action, as provided in section 1-8 of this Code.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Secs. 10-37—10-50. Reserved.

ARTICLE III. RABIES AND ANIMAL BITES

Sec. 10-51. Animal bites; rabies examination; quarantine.

- (a) Every animal, regardless of immunization status, that has bitten a person shall be reported within four hours to the animal welfare division or an animal welfare officer and, except as otherwise provided herein, shall thereupon be securely quarantined at a veterinarian hospital, within 24 hours from the time of the bite incident, for a period of ten days from the date the person was bitten and shall not be released from such quarantine except by permission of the health officer of the city and the veterinarian in charge of the quarantined animal. Such quarantine will be at any veterinarian hospital, within the city, chosen by the owner or in the owners home if:
 - (1) Animal meets criteria of currently vaccinated against rabies and meets the definition of first party ownership as defined in section 10-1 of this Code; and
 - (2) Home quarantine site is approved by the health officer of the city. Animal welfare officers will complete a bite report and submit to the health officer of the city. If the bite was a severe injury the health officer of the city, shall make a determination of the disposition of the biting animal after consultation with the victims physician, and based upon the risk of rabies in the particular animal.
- (b) In the case of a stray animal, ~~or in the case of a dog or cat~~ whose ownership is not known after diligent and reasonable efforts have been made by an animal welfare officer to determine ownership of such animal, such animal, ~~dog or cat~~ will be impounded immediately. In the case of unclaimed ~~dog or cat animals animals~~ that has bitten a person, such animals should be humanely euthanized and taken to a veterinarian for removal of the

head for submittal to the state department of health for rabies examination. The final decision for animal destruction, quarantine, or other disposition of any animal other than a dog, cat or ferret that bites a person, or otherwise potentially exposes a person to rabies shall be determined by the health officer of the city as defined by section 10-2 of the Sallisaw City Code.

- (c) In the case of an animal that has bitten a person and the ownership of such animal is known to an animal welfare officer but the owner refuses to have the animal quarantined as required by subsection (a) of this section, the animal welfare officer will direct the owner of such animal to have the animal quarantined as provided in subsection (a) of this section. If the owner refuses or does not have the animal quarantined within 24 hours from the time of the bite incident, the animal welfare officer will issue a citation for failure to quarantine. Immediately thereafter, the animal welfare officer will file a petition in municipal court for a show cause order directing the owner of such animal to appear in municipal court and show why such animal should not be quarantined. The show cause hearing will be held within two city business days and the court will determine the disposition of such animal.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-52. Responsibility for costs incurred.

Payment of fees incurred for daily boarding, euthanasia, preparation and transport of specimens for laboratory testing, or any other costs incurred to comply with section 10-51 shall be the responsibility of the person or entity owning, keeping, or harboring the animal.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-53. Killing or removing rabid animal prohibited.

- (a) No person shall kill or cause to be killed any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, except as provided in this article, or remove the animal from the city limits without written permission from the health officer of the city.
- (b) The carcass of any dead animal exposed to rabies shall upon demand be surrendered to the animal welfare officer.
- (c) The health officer of the city shall direct the disposition of any animal found to be infected with rabies.
- (d) No person shall fail or refuse to surrender any animal for quarantine or destruction when demand is made by an animal welfare officer or police officer. Such refusal shall be deemed an offense.

(Ord. No. 07-11, § 2, 7-9-2007)

Sec. 10-54. Reports of bite cases—Report by veterinarian.

- (a) It is the duty of every physician, veterinarian or other practitioner to report to the animal welfare division the names and addresses of persons treated for bites inflicted by animals, together with such other information as will be helpful in rabies control.

- (b) It is the duty of every licensed veterinarian to report to the animal welfare division his diagnosis of any animal observed by him to be a rabid suspect.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-55. Records.

The animal welfare supervisor shall keep or cause to be kept:

- (1) An accurate and detailed record of the licensing, impounding and disposition of all live animals, fowl and domestic birds coming into his custody and all dead dogs or cats picked up that possess rabies tags or city license; and
- (2) An accurate and detailed record of all bite cases reported to the city, with a complete report of the investigation of each case.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-56. Exemptions from article.

- (a) Hospitals, clinics, other premises operated by licensed veterinarians for the care and treatment of animals and animal shelters are exempt from the provisions of this article, except where duties are expressly stated.
- (b) The licensing requirements of this article shall not apply to any ~~dog or cat~~ animal animal belonging to a nonresident of the city and kept within the city for no longer than 30 days; provided all such ~~dogs or cats~~ animal animal shall at all times, while in the city, be kept within a building, enclosure or vehicle, or be under restraint by the owner.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-57. Interference.

No person shall interfere with, or hinder, or molest any agent of the city in the performance of any duty of such agent, or seek to release any animal in the custody of the city or its agents, except as provided by law.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Secs. 10-58—10-90. Reserved.

ARTICLE IV. LICENSES AND PERMITS FOR KENNELS, KEEPING SMALL ANIMALS

Sec. 10-91. License required; application; fee; rabies vaccination; term; sanitary conditions; exception.

- (a) No person shall own, maintain or operate a kennel within the city unless such kennel is licensed as herein provided. Application for such license shall be made to the city and shall state the name and address of the owner or operator of the kennel with the street address and legal description of the property upon which the kennel is located. Application for a renewal license must be received by the city at least 60 days prior to the expiration of the license.
- (b) A kennel license fee shall be as provided in the fee schedule, and such license shall be exhibited in a conspicuous place on the premises.
- (c) The owner or operator of a kennel must show proof of rabies vaccination on all animals over six months of age when applying for a license, as set forth in section 10-12 of this Code.
- (d) Licenses expire annually on July 31. There is no proration of license fees.
- (e) Any person maintaining a kennel, whether for profit or not, shall maintain such kennel in a sanitary condition and shall be subject to the provisions of this chapter. Nonconforming kennels shall be deemed a public nuisance.

(Ord. No. 07-11 , § 2, 7-9-2007)

Sec. 10-92. Facility standards; space requirements; exceptions.

- (a) All kennels within the city limits shall meet the following minimum standards:
 - (1) The kennel floor shall be made of concrete at least four inches thick, with a smooth surface which shall have one-quarter inch of slope per foot of fall for drainage. The drainage shall slope to a cleanout gutter, and all drains shall be connected to the sanitary sewage line;
 - (2) Each cage shall have sleeping quarters, a lounging area and access to an exercise area with a minimum of 150 square feet. Sleeping quarters for the animals shall be protected from the weather, and each lounging area shall be individually enclosed by chain link material of at least ten-14 gauge, and shall have the following minimum dimensions for the number of animals to be accommodated:

Width	Length	Height	Accommodation for
4 ft.	12-6 <u>6</u> ft.	6 ft.	Lounging area for 1 large dog, or 2 medium dogs, or 3 small cats
4 ft.	6 ft.	3-6 <u>6</u> ft.	Sleeping area for 1 large dog, or 2 medium dogs, or 3 small dogs or cats

However, the cages for cats shall be completely enclosed;

- (3) For the purpose of this section only, small-size dogs shall be defined as any dog weighing 25 pounds or less; medium-size dogs shall be defined as any dog weighing between 25 and 50 pounds; large-size dogs shall be defined as any dog weighing in excess of 50 pounds; and
- (4) There shall be at least one cage which must be completely enclosed to house female dogs in heat.
- (b) The provisions of this section shall not apply to kennels operated and maintained by licensed veterinarians, to commercial pet stores where all animals are kept within the establishment, to show kennels where the animal's housing is under the roof or physically attached to the owner's home, nor to animal shelters.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2011-19, §§ 1, 2, 9-12-2011)~~

Sec. 10-93. Right of entry for inspection; revocation of license; subject to review by the city manager.

- (a) It is a condition to the issuance of a kennel license that an animal welfare officer shall be permitted to inspect, at all reasonable times, all animals and kennels, except as to a show kennel under the roof or physically attached to the owner's home.
- (b) Refusal by the owner or operator of the kennel to permit such inspection shall be a cause for the revocation of the kennel license. A second attempt will be made to inspect the animals and kennels within 48 hours, exclusive of holidays and weekends, from the time of the first refusal; and if the inspecting official is denied entry for the purpose of inspection, the animal welfare officer shall revoke the license. The decision of the animal welfare officer shall be subject to review by the city manager if the kennel owner or operator feels that the revocation of the kennel permit is unjustified. No refund of the license fee shall be made to the license holder.
- (c) If a city manager review is desired, the owner or operator of the kennel shall so inform the animal welfare officer, who, in turn, shall place the request before the city manager within 30 days from the date of revocation. The animal welfare officer shall notify the owner/operator of the date, time and place in which the city manager will consider the review.
- (d) During the pendency of the city manager review, no action shall be taken or initiated against the owner or operator of the kennel.
- (e) The decision of the city manager is final. If the license revocation is upheld by the city manager, no refund of the license fee shall be made to the license holder.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2011-20, §§ 1, 2, 9-12-2011)~~

Sec. 10-94. Permit required for large, small animals—Restriction.

No person shall keep, own, maintain, use or have in his possession any small animals within the city except as provided in this chapter.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-95. Permit application; requirements; exceptions.

- (a) Permits for small animals may be obtained from the city after an application for the permit has been filed with and approved by the animal welfare officer. The animal welfare officer shall approve such application only after determining that the applicant for such permit complies with the requirements for the keeping of such animals as set forth in this chapter and zoning code. Once the premises have been inspected by an animal welfare officer the animal welfare division will coordinate with the city's zoning administrator for zoning approval.
- (b) The following are exempt from the animal permit requirements of sections 10-97 et seq. of this Code:
 - (1) Publicly owned institutions or public agencies, hospital, clinics, premises operated by licensed veterinarians for the care and treatment of animals, commercial pet stores and animal shelters;
 - (2) Public sale yards, slaughter pens and meat packing plants;
 - (3) Medical laboratories and educational institutions keeping such animals for medical research, veterinary hospitals, or pet shops keeping such animals for resale; and
 - (4) Owners or keepers of dogs or cats are exempt from the requirement to obtain an animal permit, but where four or more dogs or cats are kept, all other provisions of sections 10-91 through 10-104 on small animals shall be applicable. All exceptions provided herein must fully comply with all the sanitary provisions of section 10-100 of this Code.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-96. Compliance with article required; revocation of permit.

It is the duty of the holder of any permit to maintain and operate the housing and keeping of such animals in such a manner as not to create a nuisance(s) determined by an animal welfare officer. The presence at any time of more than the limit of any type of animal shall be cause of immediate revocation of permit or legal action.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-97. Permits; fees; expiration.

- (a) This article pertains to the permitting of small animals, other than dogs or cats.
- (b) The permit fees shall be as provided in the fee schedule.
- (c) All permits issued hereunder shall expire annually on December 31 of each year. There shall be no proration of the fee.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-98. Number of animals limited.

Except as provided in this chapter, no permit shall be issued for a kennel, or be valid if issued, for the permitting or keeping within the city a combined total of more than 12 small

animals. ~~except that no permit may be issued for a combined total of more than two miniature pigs for each household.~~

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-99. Facilities for keeping animals.

Permits for the keeping of small animals shall be issued only to those applicants who provide facilities for the keeping of such small animals in quarters set out in this chapter, which will confine the small animals within limits not closer than 25 feet to the exterior limits of any dwelling resided in by anyone other than the applicant.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-100. Practices to be observed in the keeping of animals.

- (a) Upon the obtaining of a permit from the city as provided in this chapter, every owner of animal or animals shall observe the following practices:
 - (1) Confine the same in an enclosure sufficient to prevent their running at large. Such enclosure shall be maintained in a clean and sanitary condition at all times, and an approved insecticide shall be used as often as deemed necessary by an animal welfare officer;
 - (2) Provide a shelter or area of a size sufficient to be conducive to good sanitation practices, and he shall provide adequate and sanitary drainage for the shelter or area;
 - (3) Cause the litter and droppings therefrom to be collected daily in a container or receptacle of such a type that, when closed, it is ratproof and airtight, and after each such collection shall cause such container or receptacle to be kept closed. At least twice each week, each such keeper shall cause all litter and droppings so collected to be disposed of in a way as not to permit the presence of fly larvae; and
 - (4) Cause all feed provided to be stored and kept in a ratproof, flytight building, box, container or receptacle.
- (b) The premises where animals are kept shall be subject to inspection by an animal welfare officer [at] any reasonable hour of the day.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-101. Keeping not to be a nuisance.

It is the duty of the holder of any permit provided for in this chapter to maintain and operate the housing and keeping of such animals in such a manner as not to create a nuisance.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-102. Refusal on revocation of permit; review by the city manager.

The failure of any owner or keeper of any such animals to comply with the provisions of or the sanitation standards and requirements established by the city in this article shall be cause for the animal welfare officer to refuse to grant a permit for the keeping of such animals, or, if the permit shall have been previously granted to such keeper, shall be cause for the revocation of the

same. The decision of the animal welfare officer may be subject to review by the city manager if the applicant feels nongranteeing of permit or revocation of permit to be unjustified. The decision of the city manager shall be final and binding.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-103. Regulations applicable to institutions, hospitals, pet shops, and animal shelters.

Animals kept in medical laboratories or educational institutions for medical research, or in veterinary hospitals for treatment, or in pet shops for resale, or in animal shelters shall be kept under the same sanitary conditions prescribed by section 10-100 of this article.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-104. Cumulative effect of article.

This article shall be cumulative of all other sanitary ordinances or regulations of the city unless in conflict with the terms of such ordinances and regulations, in which case the terms of this article shall prevail.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-105. Domestic birds, fowl, birds of prey and bees; definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Birds shall refer to all named, unnamed and referenced feathered vertebrates.

Birds of prey shall mean those feathered vertebrates that are known also as Raptors which primarily are carnivorous and feed wholly or chiefly on meat taken by hunting or on carrion. Examples are, but not limited to, the Hawk, Falcon, Owl or Vulture or varieties thereof.

Colony shall refer to the bees and the hive as a whole.

Domestic birds shall be those feathered vertebrates most commonly kept within the confines of the interior of the home or dwelling. Examples are, but not limited to, the Birds of Paradise, Pigeons, Parakeet, Parrot, Finch and the Cockatiel or varieties thereof.

Enclosure shall mean the same as cage, coop, pen, chicken house or mew.

Fowl shall mean those feathered vertebrates most commonly kept outside, as within a farm environment and which are usually raised for consumption and or egg production. Examples are, but not limited to, the chicken, guiney, duck, goose, turkey or varieties thereof.

Hive shall mean the enclosure of which bees are housed or occupy.

Keeper shall mean the caretaker, caregiver, owner or occupant in charge of all mentioned animals or insects in this section.

~~(Ord. No. 2010-15, §§ 1, 2, 10-11-2010)~~

~~Ord. No. 2010-15, §§ 1, 2, adopted Oct. 11, 2010, repealed § 10-105 in its entirety and enacted a new § 10-105 to read as set out herein. Former § 10-105 pertained to keeping domestic birds, fowls and bees and derived from Ord. No. 07-11, § 2, adopted July 9, 2007.~~

Sec. 10-106. Keeping of domestic birds, birds of prey and fowl.

- (a) The housing and keeping of domestic birds shall be in such a manner as not to create a nuisance. Domestic birds shall be restricted to no more than three so as not to create a noise nuisance. The keeping of domestic birds is permissible only in the ("R" zones) residentially zoned areas.
- (b) Every keeper of domestic birds shall confine the same in an enclosure sufficient to prevent their being at large and shall provide a shelter area of sufficient size to be conducive to good sanitation practices.
- (c) The housing and keeping of fowl and/or birds of prey shall be permitted only in the A-1 or A-2 agricultural zone and restricted in all "R" zones.
- (d) All fowl shall be kept in an enclosure designed as to prevent the animal from being at large. It shall house no more than one fowl per ten square feet of enclosure.
- (e) All birds of prey shall be kept in an enclosure designed to house no more than one bird of prey per 50 square feet.
- (f) All enclosures shall be restricted in size and location. The maximum allowable enclosure shall be equivalent to one square foot of enclosure to five square feet of rear yard. All enclosures shall be a minimum of seven feet in height and closed at the top. Enclosures shall be in the rear yards only.
- (g) The enclosure shall be no closer than 50 feet from any part of any residential structure or adjacent residential structure and any type of food service.
- (h) The enclosure shall be constructed in a manner for ease of cleaning. Runoff from an enclosure shall not be directed to a stream, drainage ditch or water course of any type.

~~(Ord. No. 2010-15, § 2, 10-11-2010)~~

Sec. 10-107. Beekeeping.

Beekeeping shall be allowed in the A-1 or A-2 agricultural zone only:

- (1) No such beekeeping shall be allowed until the keeper of such bees has registered his beekeeping operation with the city and paid a fee specified in the fee schedule;
- (2) The density of colonies on any lot may not exceed one colony of bee for each 2,500 square feet of rear yard area;
- (3) Colonies shall not be located within 35 feet of any property line.
 - a. The beekeeper shall maintain fresh water sources on his lot for his bees during all the time bees fly from the hive;
 - b. All colonies shall be maintained in moveable frame hives, and mature colonies shall be housed in two full depth brood chambers; and
 - c. Each beekeeper shall register his beekeeping operation with the state board of agriculture as required by state law.

~~(Ord. No. 2010-15, § 2, 10-11-2010)~~

Secs. 10-108—10-120. Reserved.

ARTICLE V. LICENSING OF DOGS AND CATS

Sec. 10-121. License for dogs and cats.

- (a) It shall be unlawful for any person to own, possess or have under his control three or less dogs or cats, or any combination thereof, over six months of age, without obtaining a license for each such animal from the city. The license on each such animal will be valid as long as the owner has such animal and the license is validated every year upon proof of rabies vaccination. When ownership of such animal is transferred to another person, the new owner of such animal must obtain a new license from the city.
- (b) ~~It shall be unlawful for any person to own four or more but not more than seven dogs or cats, or any combination thereof, over six months of age without obtaining a special handlers license from the city and pay the appropriate fee as provided in the fee schedule. The special handlers license will be valid as long as the owner has each unaltered dog and/or cat they own altered. Owners who obtain a special handler's license and own one or more unaltered dogs or cats must renew the license annually.~~
- (c) It shall be unlawful for any person to own ~~three (3)~~eight or more dogs or cats, or any combination thereof, over six months of age without obtaining an annual kennel license from the city and pay the annual fee as provided in the fee schedule.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-122. Terms of license—Exemption.

- (a) The license issued for three or less dogs or cats shall be validated every year, during the anniversary month that the license was issued, upon receipt of proof of rabies vaccination.
- (b) City of Sallisaw residents who are 65 years of age or older may obtain a license for a cat or dog at no cost. However, if a kennel or special handler's license is applied for, the kennel or special handler's license fee will apply to such resident.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-123. Issuance of records.

- (a) Upon obtaining a license for a dog or cat, a license tag shall be issued. The tag, of durable material, shall be designed to be easily fastened or riveted to the animal's collar or harness. The tag shall bear a number corresponding to the receipt issued by the city.
- (b) The city's animal welfare division shall maintain records of licensed dogs and cats, and such records shall be open to public inspection.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-124. Fastening of tags to collar or harness.

Tags issued shall be fastened to the animal's collar or harness at all times. The collar or harness with tag shall be worn by the animal at all times, with the exception of show animals as set out in section 10-13 of the Sallisaw Code of Ordinances.

~~(Ord. No. 07-11, § 2, 7-9-2007; Ord. No. 2011-21, §§ 1, 2, 9-12-2011)~~

Sec. 10-125. License fee—License fee in addition to other fees.

- (a) The fee for the licensing of dogs and cats shall be provided in the fee schedule.
- (b) The license fee shall be in addition to any other fee and deposits provided in the fee schedule under this chapter and any fines imposed by a court of competent jurisdiction.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-126. Use of revenues collected from license fees.

The revenues collected, under this chapter, shall be used for general municipal purposes of the city.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-127. Transfer of cats and dogs.

- (a) When ownership of a dog or cat is transferred within the city limits, the new owner will have 30 days to update the registration of the animal with the animal welfare division.
- (b) When ownership of a vicious or dangerous dog is transferred within the city limits, the previous owner will notify the animal welfare division and provide the name and address of the new owner, if the new owner resides within the city limits.
- (c) The new owner will be required to:
 - (1) Immediately register the dog with the animal welfare division.
 - (2) Ensure the requirements for maintaining a vicious or dangerous dog, as outlined within section 10-32 of this chapter, are complied with prior to the dog being placed on the new owner's property.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

Sec. 10-128. ~~Nonapplicability~~Non applicability of article.

The provisions of this article shall not apply to cats or dogs in the custody of a veterinarian, or whose owners are nonresidents visiting the city for a period not exceeding 30 consecutive days.

~~(Ord. No. 07-11, § 2, 7-9-2007)~~

SECTION 2.

Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 3.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 4.

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

PASSED AND APPROVED this _____ day of _____, 2024

CITY OF SALLISAW, OKLAHOMA

By:

Ernie Martens, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Transfer of Surplus Property From ODOT

ITEM TITLE: Acknowledge the transfer of surplus property from the Oklahoma Department of Transportation to the City of Sallisaw; Part of Parcel 64; NW/4, Section 28, T12N, R24E, Sequoyah County, Sallisaw, OK

INITIATOR: Oklahoma Department of Transportation
City Manager

STAFF INFORMATION SOURCE: Oklahoma Department of Transportation

BACKGROUND: ODOT declared the subject property surplus and offered to the city for continued use for public purposes. We accepted the property for future road or utility easements that may be needed in the area of the old Taco Ranch and Fullbright Trailer Park.

EXHIBITS:

1. Quit Claim Deed
2. LocationMAP 1
3. CoverLETTER-OfferAgreement
4. ODOT Letter-Wheeler and Fullbright disposal

KEY ISSUES: Property must be used for a public purpose, i.e., utility or road easements.

FUNDING SOURCE: NA

RECOMMENDATION: Acknowledge the transfer of surplus property from the OK Department of Transportation.



Friday, March 22, 2024



City of Sallisaw

ATTN: Keith Skelton | *City Manager*

P.O. Box 525

Sallisaw, OK 74955

Subject: Disposal of Surplus Right-of-Way: Public Transfer; US-59; 23107(08); Part of Parcel 64; NW/4, Section 28, T12N, R24E, Sequoyah County, Sallisaw, OK.

Dear Keith Skelton:

Enclosed for your files is the signed and recorded original Quitclaim Deed. This finalizes your request for the disposal of surplus property on the above referenced project.

If I can be of further service or assistance, please do not hesitate to call.

Sincerely,

Frank V. Roesler III; CPM, SCF
Sales & Marketing Manager (TMI)
Right-of-Way & Utilities Division
Surplus Property Management
Frank.RoeslerIII@odot.ok.gov
(405) 318-1424

AFTER RECORDING RETURN TO:
Oklahoma Department of Transportation
Right-of-Way & Utilities Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204



I-2024-001515 Book 1673 Pg 288
03/18/2024 1:52pm Pg 0288-0291
Fee: \$24.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

This instrument is exempt from the Documentary Stamp Tax requirements contained in 68 O.S. 2021 § 3201 [68 O.S. 2021 § 3202(11)]

Project(s): **23107(08)**

Sequoyah :County

Part of Parcel(s): **64**

Page 1 of 4

QUITCLAIM DEED

THIS INDENTURE, made this 13 day of March, 2024, A.D. between the State of Oklahoma, ex rel., Oklahoma Department of Transportation, party of the first part, and **City of Sallisaw**, party of the second part, **WITNESSETH:**

That said party of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, except for and subject to any existing utility easements, licenses or permits and subject to the reservations and exceptions made hereinafter, does hereby quitclaim, grant, bargain, sell and convey unto **City of Sallisaw**, Mailing Address: P.O. Box 525, Sallisaw, OK 74955, party of the second part, all its rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property, to wit:

(See "Exhibit A")

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

SUBJECT HOWEVER, to 23 CFR 710.409(d), that in the event the party of the second part, **City of Sallisaw**, of the herein described tract of land, fails to continue public ownership and use, ownership shall revert to the party of the first part, **the State of Oklahoma, ex rel., Oklahoma Department of Transportation**, or its assigns, free and clear of any claims of the party of the second part, and;

SUBJECT HOWEVER, to Title VI of the Civil Rights Act of 1964 Assurances in Appendix C, Clauses For Transfer of Real Property Acquired or Improved Under The Activity, Facility, or Program. The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.), and;

Project(s): 23107(08)

Part of Parcel(s): 64

Sequoyah :County

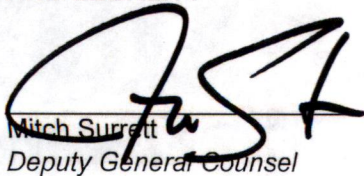
Page 2 of 4

SUBJECT HOWEVER, and that the said party of the second part, by acceptance of this deed and its recordation, agrees and acknowledges that this conveyance is made expressly subject to all leases, existing utility easements, agreements, licenses or permits, easements and other encumbrances of record.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, its successors and assigns forever, so that neither the State of Oklahoma, ex rel., Oklahoma Department of Transportation or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred and said premises shall be subject to the rights of any existing utility easements, licenses or permits which may presently be occupying said right-of-way. The intent of this instrument is to convey any and all of the State of Oklahoma, ex rel., Oklahoma Department of Transportation's rights, title and interest and subject to the use as a trail and park systems and the reservations and exceptions above stated herein.

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

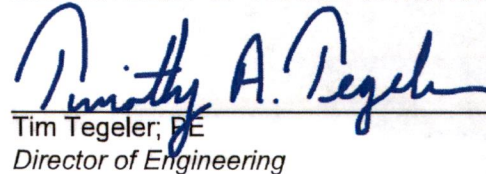
APPROVED AS TO FORM
AND LEGALITY


Mitch Surrent
Deputy General Counsel

03/13/2024



STATE OF OKLAHOMA, ex rel.,
DEPARTMENT OF TRANSPORTATION


Tim Tegeler, PE
Director of Engineering

03/14/2024



(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): **23107(08)**
Part of Parcel(s): **64**

Sequoyah :County
Page 3 of 4

State of Oklahoma)
) ss.
Oklahoma County)

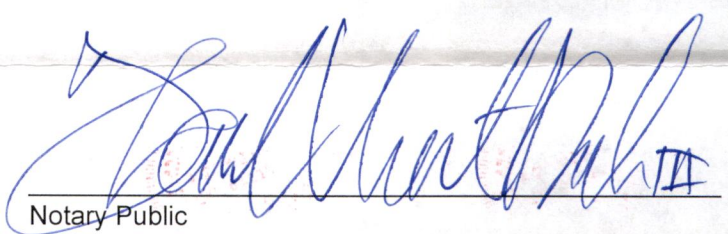
Before me, the undersigned Notary Public in and for this state, on this 14TH day of March, 2024, personally appeared Tim Tegeler; PE, to me known to be the Director of Engineering, of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, and the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

My Commission Number: **20003334**

My Commission Expires: **03 - 23 - 2028**




Notary Public

State of Oklahoma)
) ss.
Oklahoma County)

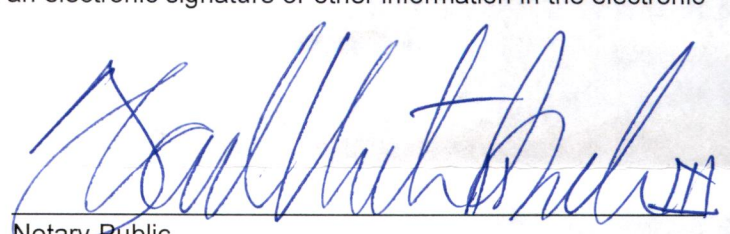
Before me, the undersigned Notary Public in and for this state, on this 14TH day of March, 2024, certify that the preceding or attached document (*QUITCLAIM DEED*), containing Four (4) pages is a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

Witness my hand and seal the day and year above written.

My Commission Number: **20003334**

My Commission Expires: **03 - 23 - 2028**




Notary Public

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): **23107(08)**

Sequoyah :County

Part of Parcel(s): **64**

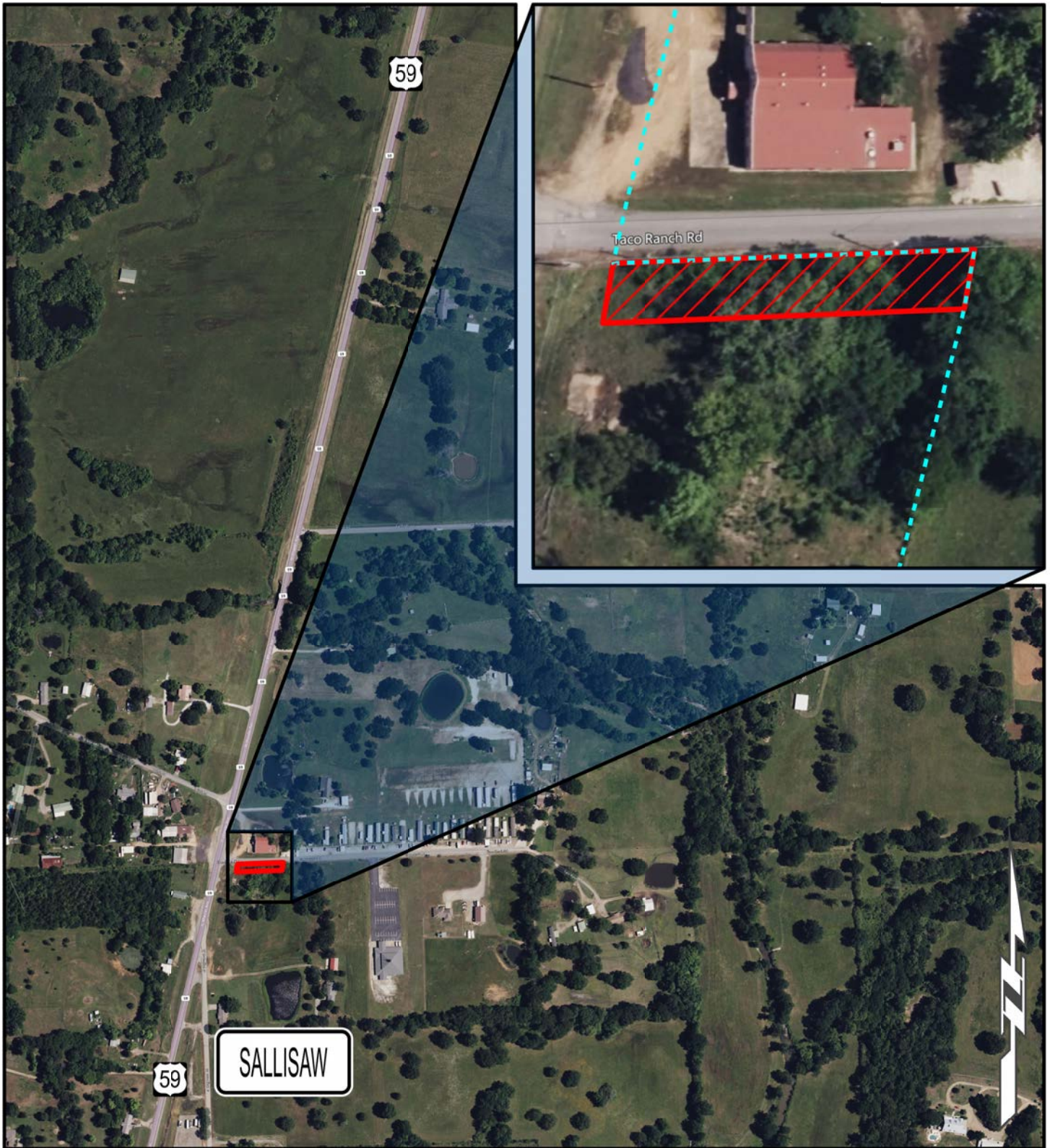
Page 4 of 4

Exhibit "A"

A strip, piece, or parcel of land lying in part of the NW/4 SW/4 NW/4 of Section 28, T12N, R24E in Sequoyah County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

COMMENCING at Northwest corner of said NW/4 SW/4 NW/4; thence N 89°57'00" E along the North line of said NW/4 SW/4 NW/4 a distance of 155.66 feet to the **POINT OF BEGINNING**, said point being on the Permanent East Right-of-Way line of SH-59; thence continuing N 89°57'00" E along the North line of said NW/4 SW/4 NW/4 and the Present East Right-of-Way line of SH-59 a distance of 182.14 feet; thence S 11°58'00" W along the Present East Right-of-Way line of SH-59 a distance of 30.67 feet; thence S 89°57'00" W along the Present East Right-of-Way line of SH-59 a distance of 182.14; thence N 11°58'00" E along the Permanent East Right-of-Way line of SH-59 a distance of 30.67 feet to said **POINT OF BEGINNING**.

Containing 0.13 acres (5,464.20 sq. ft.), more or less.



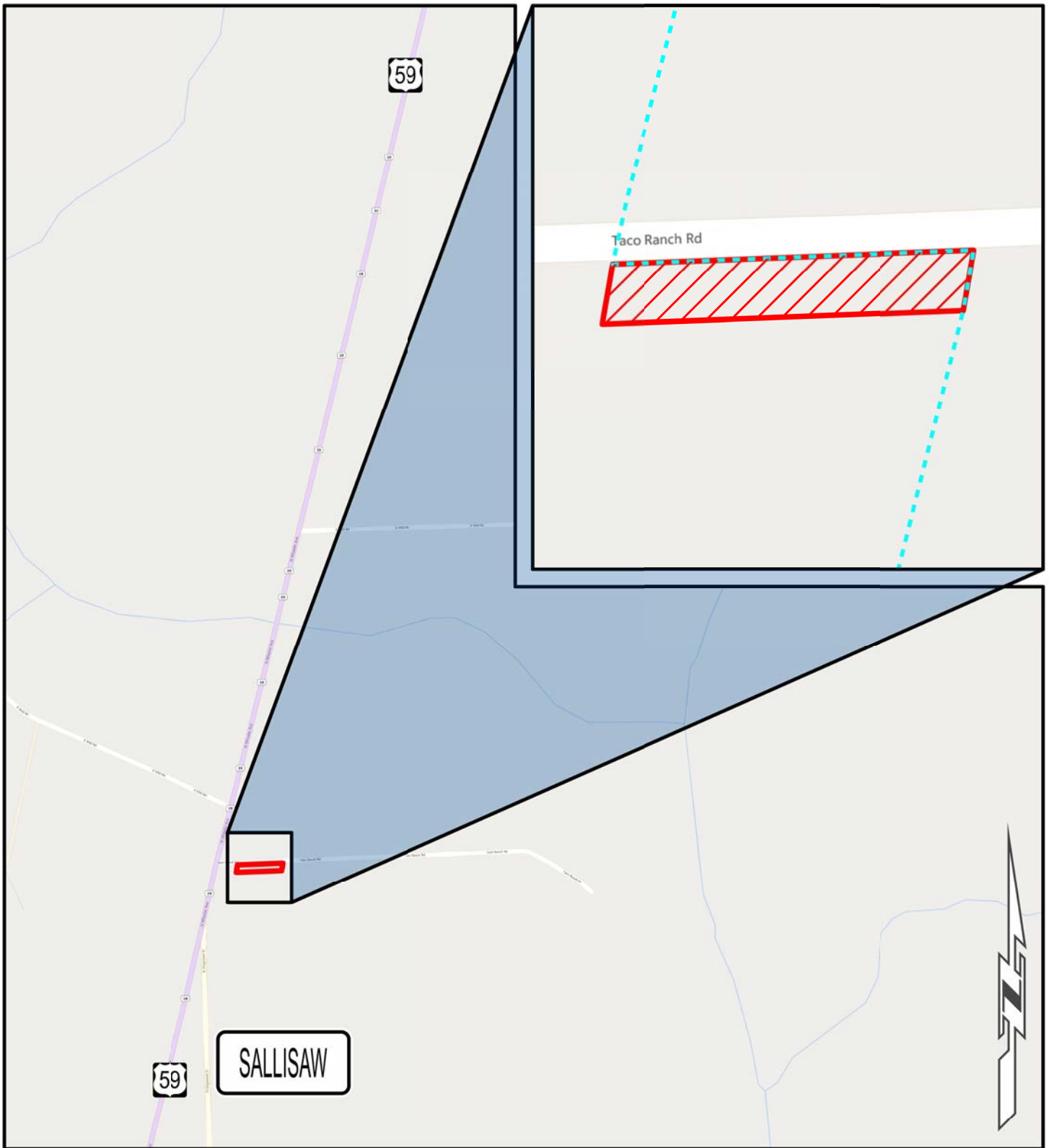
OKLAHOMA

Transportation

SURPLUS LOCATION MAP

US-59 | 23107(08) | Sequoyah County

Limits of No Access	Requested Area	Part of Parcel(s):	64
Existing Right-of-Way	Easement	Price:	To Be Determined
		Size:	≈ 0.13 acres (5,464.20 sq. ft.)



SURPLUS LOCATION MAP

US-59 | 23107(08) | Sequoyah County

Limits of No Access	Requested Area	Part of Parcel(s): 64 Price: PUBLIC TRANSFER Size: ≈ 0.13 acres (5,464.20 sq. ft.)
Existing Right-of-Way	Easement	



Thursday, February 22, 2024

|||||
City of Sallisaw

ATTN: Keith Skelton | City Manager
P.O. Box 525
Sallisaw, OK 74955

Subject: Disposal of Surplus Right-of-Way: Public Transfer; US-59; 23107(08); Part of Parcel 64; NW/4, Section 28, T12N, R24E, Sequoyah County, Sallisaw, OK.

Dear Keith Skelton:

This letter is to advise you that the Oklahoma Department of Transportation has declared as surplus a portion of right-of-way on the above-referenced project, as reflected on the attached Quitclaim Deed.

As the Local Government Leasee to the property being transferred, in accordance with Oklahoma Transportation Commission Policy and 23 CFR 710.409(d), the Department is offering to transfer **0.13 acre(s) of ODOT Right-of-Way** to you in the best interest to the public. You have 30 calendar days from receipt of this letter to accept this offer.

Please indicate whether or not you wish to accept the above-referenced property on the attached Offer to Transfer Agreement and return it to the Department after signing.

If I can be of further service or assistance, please do not hesitate to call.

Sincerely,



Frank V. Roesler III; CPM, SCF
Sales & Marketing Manager (TMI)
Right-of-Way & Utilities Division
Surplus Property Management
Frank.RoeslerIII@odot.ok.gov
(405) 318-1424



*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

November 14, 2023

To: Mr. Frank V. Rossler; CPM, SCF
Right-of-way & Utility Division
Surplus Property Management

Re: Disposal of Surplus Right-of-way; US 59;23107(05); Part of Parcel 64;
NW/4, Section 28, T12, R24E, Sequoyah County, Sallisaw, OK.

Mr. Frank V. Rossler:

Concerning the disposal of said surplus right-of-way, the City of Sallisaw would like to not only express its interest in the easement, we would like to graciously proposition for the property as a whole. The City of Sallisaw currently maintains the frontage of said easement while having water and electric utilities within. Also, the property parallels Fullbright Road, which is a city street and part of the right-of-way system and would make a great addition to that area. If this instance would occur, the City would prefer for the rights-of-way and easements be assigned to the City, as we would assign corridors necessary for other utility providers, including AOG.

Thank you for the notification and for your consideration,

Keith Skelton
City Manager
City of Sallisaw

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: South Cedar Tree Removal and Easement Cleaning

ITEM TITLE: Discussion and possible action to accept bids for the South Cedar Tree Removal and Easement Cleaning (West Side), and award of contract to Greenbelt Turf Management, LLC of Wilson, OK, in the amount of \$44,000.00

INITIATOR: Building Development Director
City Manager

STAFF INFORMATION SOURCE: Bid Documents and Responses for South Cedar Project

BACKGROUND: This project will allow us to clear very large trees and clean the easement down South Cedar. This will allow us to construct a new electric line from Houser to Carson Road. This line is needed to serve the increased electric load due to expansion of the Aviagen feed plant.

On March 20, 2024, bids were opened for this project.

1. RW & Sons Pipeline, \$292,450.00
2. Asplundh Tree Experts, \$251,335.00
3. Davey Tree Surgeons, \$232,329.
4. Smithey Environmental Services, LLC, \$44,000.00
5. Greenbelt Turf Management, LLC, \$44,000.00

EXHIBITS: 1. S Cedar Bid Tab
2. Contract.Greenbelt Turn Management LLC.West side of Cedar

KEY ISSUES: After review of the bids, and discussions with the two low bidders, Smithey Environmental requested their bid be withdrawn. Staff also discussed the project with Greenbelt, who assured us they would complete the project for the amount bid. Keith Miller, Building Development Director, met representatives of Greenbelt to review the project on site. They assured us again that they would complete the project as bid.

FUNDING SOURCE: Grant Funding, Oklahoma Department of Commerce PREP Funding. A total of \$237,500.00 has been received for this project, with no match requirement for the City.

RECOMMENDATION: Staff recommends awarding of the contract to Greenbelt Turf Management, LLC in the amount of \$44,000.00.

SOUTH CEDAR TREE REMOVAL AND EASEMENT CLEANING**BID OPENING: March 20, 2024 10:30 am**

COMPANY	BID AMOUNT
jeremy.riggs@riggstree.com RIGGS TREE SERVICE, INC GROVE, OK	
RW & Son Pipeline Construction Inc. Ft. Smith, AR	\$ 292,450.00
Smithey Environmental Tulsa, OK	\$ 44,000.00
Greenbelt Turf Management Wilson, OK	\$ 44,000.00
Davey Tree Surgeons Livermore, CA	\$ 232,329.00
dwebb@mccoytree.com MCCOY TREE SERVICES NORMAN, OK	
ashleyblevins926@gmail.com BLEVINS PROFESSIONAL TREE SERVICE CLAYTON, OK	
lvisser@asplundh.com fcoffman@asplundh.com ASPLUNDH TREE EXPERTS CO. TULSA, OK	\$ 251,335.00
damon.mckissick@davey.com THE DAVEY TREE EXPERT CO. KENT, OH (CORP OFFICE)	
dustin.denton@aeci.com ARKANSAS ELECTRIC COOPERATIVES, INC c/o RIGHT-OF-WAY LITTLE ROCK, AR	
jpallamerican82@gmail.com JP ALL AMERICAN MCALESTER, OK	
dcooks@govpro.us Leverich Contracting Services, LLC Springfield, MO	

SOUTH CEDAR TREE REMOVAL AND EASEMENT CLEANING**BID OPENING: March 20, 2024 10:30 am**

COMPANY	BID AMOUNT
Gary Don Cullum cullumequipment@gmail.com ceofarm@gmail.com	
Phillips Excavating phillipsexcavation3@gmail.com	
Bushwhackers Land Clearing jerry.bushwackers@gmail.com	
Randall Capps randallcapps714@yahoo.com 580-920-5039	
Hannah Forestry & Excavation jusdhan@gmail.com 405-635-7815	
lonehickorycattle@yahoo.com Lonehickory Cattle Company Talihina, OK	

CONTRACT

THIS CONTRACT AND AGREEMENT is made and entered into this 8th day of April, 2024, by and between the **City of Sallisaw (OWNER)**, acting by and through the Board of Trustees, and **Greenbelt Turf Management, LLC, 1138 Bear Hollow Road, Wilson, OK 73463** hereinafter termed “**CONTRACTOR.**”

WITNESSETH

WHEREAS, the **OWNER** has caused to be prepared in accordance with law certain plans, specifications and other documents for the work hereinafter described, and has requested quotations of the project described below:

South Cedar Tree Removal and Easement Clearing (West Side)

as outlined and set out in the quotation documents and in accordance with the terms and provisions of this Contract; and

WHEREAS, Contractor, in response to the quotation request, has submitted to the **OWNER**, in the manner and at the time specified, a quotation in accordance with the terms of this Contract; and

WHEREAS, the **OWNER** has reviewed all quotations received for this project and has determined and declared **Contractor** to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to **Contractor** for the sum named in the bid, to-wit:

Forty Four Thousand dollars and zero cents (\$44,000.00)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein obtained, the parties to this Contract have agreed, and hereby agree, as follows:

1. **Contractor** shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, tools and equipment required to perform and complete the work requested in strict accordance with this Contract, the plans, the specifications and the following Contract Documents: Statement of Qualifications, Non-collusion Affidavit, Business Relationships Affidavit and requested insurance documents, all of which are on file in the office of the City Clerk, City of Sallisaw, 115 East Choctaw, Sallisaw, OK, and made a part of this Contract as fully as if the same were herein set out at length.
2. The **OWNER** shall make payments to **CONTRACTOR** in the following manner: On completion of the work, but prior to acceptance thereof by the **OWNER**, it shall be the duty of the Project Coordinator to determine that the work has been fully performed in accordance with the Contract Documents. Upon acceptance of the work by the **OWNER**, the final estimate will be approved and paid.

3. Unless otherwise approved by **OWNER**, **CONTRACTOR** shall complete the work requested within ninety (90) days from date of this contract. There shall be no extension of this contract unless approved in writing by the **OWNER**.
4. **CONTRACTOR** shall provide services that reflect normal industry standards, procedures and performances. Contract will exercise diligence and due care and perform work in a good and competent manner all of the services pursuant to this contract and the **CONTRACTOR'S** bid for these services. The **CONTRACTOR** shall promptly correct any defective work furnished by the **CONTRACTOR** at no cost to the **OWNER**.
5. By reference, the bid requirements and specifications of February 28, 2024, responded to by the **CONTRACTOR**, whose bid has been accepted by the **OWNER**, shall be followed during the completion of this project.
6. **CONTRACTOR** agrees to maintain all required insurance during the work phase of this project. **CONTRACTOR** must promptly notify the **OWNER** of any changes in required insurance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

CITY OF SALLISAW

By: _____

Ernie Martens, Mayor

ATTEST:

Secretary
(SEAL)

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Secretary
SEAL

Note: If **Contractor** is a corporation, secretary must attest.

Approved as to Form: _____

John Robert Montgomery, City Attorney

STATEMENT OF QUALIFICATIONS

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder: Greenbelt Turf Management LLC.
2. Permanent main office address:
1138 Bear Hollow Rd.
Wilson, OK 73463
3. When organized: 1994
4. If a corporation, where incorporated: NA
5. How many years have you been engaged in the contracting business under your present firm or trade name? 30
6. General character of work performed by your company:
Landscaping and turf maintenance, disaster recovery, tree and brush removal services
7. Have you failed to complete any work awarded you? No
8. Have you ever defaulted on a contract? No. If yes, please explain.
NA
9. List similar projects in scope to this project recently completed by your company, stating the approximate cost for each and the month and year completed.
 - a. City of Warr Acres, Load and haul of brush. Grinding of brush along with reduced chip disposal. \$700,000.00, 02/2021
 - b. Oklahoma Department of Wildlife, Land clearing and forestry grinding. \$200,000.00, 09/2021
 - c. Oklahoma Department of Wildlife, Land Clearing and Forestry Grinding, \$27,358.00, 03/2022
 - d. City of Chickasha, Vegetative Debris Removal and Air Curtain Burning. \$200,000.00, 03/2021
 - e. City of Newcastle, Vegetative Debris Removal and Air Curtain Burning. \$665,000.00, 04/2021
10. Professional References. List a minimum of three (3) professional references, preferably references of clients your company has previously performed similar services for: (Attach additional pages as necessary)
 - a. City of Warr Acres, Mike Turman (405) 301-0371
 - b. Oklahoma Department of Wildlife, Brandon Baker (405) 823-9038
 - c. Oklahoma Department of Wildlife, Eddie Wilson eddie.wilson@odwc.ok.gov
 - d. City of Chickasha, David Buchanon (405) 222-6013
 - e. City of Newcastle Public Works, Jim Miller (405) 387-4434

11. List the background and experience of the principal members of your organization, including officers. (Attached additional pages as necessary)

- a. John Longton, owner/operator, 30+ years experience in landscaping, land clearing, and disaster recovery
- b. Ryan Longton, Project Manager, BBA Business Administration, 4 years professional business management experience plus ten years field experience.
- c. John Brandon, Logistics and Data Manager, BS in Computer Science, 19 years professional management experience

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Sallisaw in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 17th day of March, 2024.

Greenbelt Turf Management LLC.

Name of Bidder or Company

By: Ryan Longton

Title: Project Manager

STATE OF Oklahoma)

) ss

COUNTY OF Carter)

Ryan Longton

being duly sworn, states that
he/she is the Project Manager of Greenbelt Turf Management LLC. and that
the answers to the foregoing questions and all statements therein contained are true and correct.

Ryan Longton

Digitally signed by Ryan Longton
Date: 2024.03.17 15:30:40 -05'00'

Signature

Subscribed and sworn to before me this 17th day of March, 2024

Notary Public

My Commission expires: 12/04/2027

My Commission No.: 23015698



NON-COLLUSION AFFIDAVIT, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
) ss

COUNTY OF Carter)

I Ryan Longton, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of Greenbelt Turf Management LLC., the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma or City of Sallisaw any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Greenbelt Turf Management LLC.

Company Name

Ryan Longton

President

This instrument was subscribed, acknowledged, and sworn to before me this 17th day of March, 2024, by Ryan Longton, the person signing above, as the above-named Contractor's duly sworn agent.

John Paul Brandon
Notary Public

My Commission expires: 12/04/2027

My Commission No. : 23015698



BUSINESS RELATIONSHIPS AFFIDAVIT, City of Sallisaw
THIS AFFIDAVIT MUST ACCOMPANY THE RESPONSE

Ryan Longton _____, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in affect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows:

NA

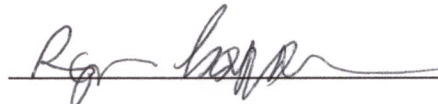
Affiant further states that any such business relationship presently in affect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidder's company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

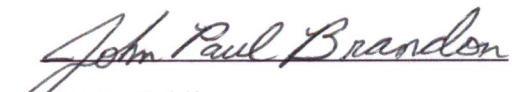
NA

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)



Affiant

Subscribed and sworn to before me this 17th day of March, 2024.



Notary Public

My Commission expires: 12/04/2027

My Commission No.: 23015698



BID PROPOSAL Page 1

Proposal of Greenbelt Turf Management LLC. (hereinafter called **BIDDER**), organized and existing under the laws of the State of Oklahoma doing business as Greenbelt Turf Management LLC.

To the City of Sallisaw (hereinafter called **OWNER**) in compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work associated with the **South Cedar Tree Removal and Easement Cleaning** project in strict accordance with contract documents within the time set forth therein, and at the prices stated below. By submission of the bid, each **BIDDER** certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the bid with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence work under this contract within ten (10) days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter, unless otherwise approved by **OWNER**. **BIDDER** further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter that exceed the project completion date noted in the NOTICE TO PROCEED.

BIDDER may not withdraw a bid within 60 days after the actual opening thereof. If a **BIDDER** submits a bid in excess of \$100,000.00, the bidder shall accompany their bid with a certified check, cashier's check or bid bond equal to five percent (5%) of the bid amount.

BIDDER agrees to perform all the work described in the bid documents and contract for the following unit prices or lump sum given in the Bid Schedule.

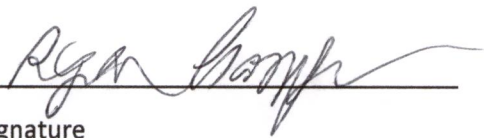
BIDDER acknowledges receipt of the following ADDENDUM (if issued):

NA

BID PROPOSAL Page 2

NOTE: If applicable, bids shall not include sales tax. OWNER is exempt from Oklahoma Sales and use taxes on materials and equipment to be incorporated in the work.

Respectively submitted,



Signature

Ryan Longton, Project Manager

Name Printed, Title

NA

Employer ID No.

(SEAL) if BID by Corporation

ATTEST:

Secretary

Greenbelt Turf Management LLC.

Firm Name

Greenbelt Turf Management LLC.

Address

1138 Bear Hollow Rd. Wilson, OK 73463

Address

(580) 668-1676

Telephone ___office __X_cell

ryan@greenbeltservices.com

Email address

Date

**Please submit bid pricing using the following
bid tab form.**

South Cedar Tree Removal and Easement Clearing

Total Bid for Project: \$ 44,000.00

Amount of Bid Written:

Forty four thousand dollars and zero cents (\$ 44,000.00);

Date contractor can begin work: 05/15/2024

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: South Cedar Tree Removal and Easement Cleaning.

ITEM TITLE: Discussion and possible action to award a contract to Greenbelt Turf Management, LLC of Wilson, Oklahoma, in the amount of \$44,000.00, for tree removal and easement clearing along the east side of South Cedar

INITIATOR: Building Development Director
City Manager

STAFF INFORMATION SOURCE: Greenbelt Turf Management, LLC

BACKGROUND: With the bids for the South Cedar Tree Removal project coming in less than expected, staff approached Greenbelt about also clearing the east side of South Cedar, south of Howser Street. They have provided a quote to complete this task in the amount of \$44,000.00. While Greenbelt is mobilized and clearing the west side of South Cedar, we can take advantage of this and also have them clear the east side of the easements.

EXHIBITS: 1. Sallisaw_bid East Side of Cedar
2. Contract.Greenbelt Turn Management LLC.EAST side of Cedar

KEY ISSUES: Staff has reviewed the South Cedar agenda items with the City Attorney. He agrees with how we have worded these items for award of the original contract, and adding the east side of South Cedar as a separate contract.

FUNDING SOURCE: Grant Funding, Oklahoma Department of Commerce PREP Funding. A total of \$237,500.00 has been received for this project, with no match requirement for the City.

RECOMMENDATION: Staff recommends awarding of a contract to Greenbelt Turf Management, LLC, for the clearing of the east side of South Cedar, in the amount of \$44,000.00

Greenbelt Turf Management LLC.

John Longton

Owner/Operator

1138 Bear Hollow Rd.

Wilson, OK 73463

580.224.7334

greenbeltturf@yahoo.com

Bid for South Cedar Tree Removal And Easement Clearing (East side of road) City of Sallisaw, Oklahoma

Total cost for tree removal and easement clearing of the East side of the road on South Cedar is \$44,000.00.

Note: This bid proposal follows the same scope of work as the request for bid stated for the west side of the road on South Cedar in Sallisaw, OK. Trees will be cut to three inches below the soil level along the same distance as requested in the proposal for the West side of the same road.

Thank you,
John Longton



CONTRACT

THIS CONTRACT AND AGREEMENT is made and entered into this 8th day of April, 2024, by and between the City of Sallisaw (OWNER), acting by and through the Board of Trustees, and Greenbelt Turf Management, LLC, 1138 Bear Hollow Road, Wilson, OK 73463 hereinafter termed “**CONTRACTOR.**”

WITNESSETH

WHEREAS, the **OWNER** has caused to be prepared in accordance with law certain plans, specifications and other documents for the work hereinafter described, and has requested quotations of the project described below:

South Cedar Tree Removal and Easement Clearing (East Side)

as outlined and set out in the quotation documents and in accordance with the terms and provisions of this Contract; and

WHEREAS, Contractor, in response to the quotation request, has submitted to the **OWNER**, in the manner and at the time specified, a quotation in accordance with the terms of this Contract; and

WHEREAS, the **OWNER** has reviewed all quotations received for this project and has determined and declared **Contractor** to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to **Contractor** for the sum named in the bid, to-wit:

Forty Four Thousand dollars and zero cents (\$44,000.00)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein obtained, the parties to this Contract have agreed, and hereby agree, as follows:

1. **Contractor** shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, tools and equipment required to perform and complete the work requested in strict accordance with this Contract, the plans, the specifications and the following Contract Documents: Statement of Qualifications, Non-collusion Affidavit, Business Relationships Affidavit and requested insurance documents, all of which are on file in the office of the City Clerk, City of Sallisaw, 115 East Choctaw, Sallisaw, OK, and made a part of this Contract as fully as if the same were herein set out at length.
2. The **OWNER** shall make payments to **CONTRACTOR** in the following manner: On completion of the work, but prior to acceptance thereof by the **OWNER**, it shall be the duty of the Project Coordinator to determine that the work has been fully performed in accordance with the Contract Documents. Upon acceptance of the work by the **OWNER**, the final estimate will be approved and paid.

3. Unless otherwise approved by **OWNER**, **CONTRACTOR** shall complete the work requested within ninety (90) days from date of this contract. There shall be no extension of this contract unless approved in writing by the **OWNER**.
4. **CONTRACTOR** shall provide services that reflect normal industry standards, procedures and performances. **CONTRACTOR** will exercise diligence and due care and perform work in a good and competent manner all of the services pursuant to this contract and the **CONTRACTOR'S** bid for these services. The **CONTRACTOR** shall promptly correct any defective work furnished by the **CONTRACTOR** at no cost to the **OWNER**.
5. By reference, the bid requirements and specifications of February 28, 2024, responded to by the **CONTRACTOR**, whose bid has been accepted by the **OWNER**, shall be used as directions for this project, under this contract; to wit, east side of South Cedar.
6. **CONTRACTOR** agrees to maintain all required insurance during the work phase of this project. **CONTRACTOR** must promptly notify the **OWNER** of any changes in required insurance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

CITY OF SALLISAW

By: _____

Ernie Martens, Mayor

ATTEST:

Secretary
(SEAL)

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Secretary
SEAL

Note: If **Contractor** is a corporation, secretary must attest.

Approved as to Form: _____

John Robert Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Board of City Commissioners
Subject: Investment

ITEM TITLE: Discussion and possible action on staff's request to invest a General Fund Certificate of Deposit with Local Bank for 280 days at 5.47% interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for reinvestment of the General Fund Certificate of Deposit. Armstrong Bank, Local Bank, Firststar Bank and National Bank returned quotes. Staff requests approval to deposit with Local Bank for 280 days at 5.47%.

EXHIBITS: 1. BOCC - CD Quotes

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest a General Fund Certificate of Deposit with Local Bank for 280 days at 5.47% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

APRIL 10, 2024

<u>Fund</u>	<u>Amount</u>
General Fund	\$112,132.20

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
189	<u>5.16%</u>	<u>5.26%</u>	<u>5.25%</u>	<u>5.27%</u>
280	<u>5.09%</u>	<u>5.41%</u>	<u>5.25%</u>	<u>5.47%</u>



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

TO: National Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$112,132.20*	189	October 16, 2024	<u>5.26%</u>
		280	January 15, 2025	<u>5.41%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., Wednesday, April 3, 2024**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 8, 2024.

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

Kim Jamison, City Clerk

Submitted by:

National Bank

Date:

4/3/24

By:

[Signature], Pres.

*Estimated



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

TO: Firststar Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$112,132.20*	189	October 16, 2024	<u>5.16</u>
		280	January 15, 2025	<u>5.09</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., Wednesday, April 3, 2024**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 8, 2024.

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

A handwritten signature in cursive script that reads 'Kim Jamison'.

Kim Jamison, City Clerk

Submitted by:

Firststar Bank

Date: 3-28-24

By: Eric Kar, SUP

*Estimated



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

TO: Local Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$112,132.20*	189	October 16, 2024	<u>5.27%</u>
		280	January 15, 2025	<u>5.47%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., Wednesday, April 3, 2024. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 8, 2024.

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

Kim Jamison, City Clerk

Submitted by:

Local Bank

Date: 04-02-24

By:

*Estimated



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

TO: Armstrong Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$112,132.20*	189	October 16, 2024	<u>5.25</u>
		280	January 15, 2025	<u>5.25</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., Wednesday, April 3, 2024**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 8, 2024.

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

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank

Date: April 2nd, 2024

By: Megan McHale

*Estimated

ADMINISTRATIVE REPORTS

Meeting Date:	April 8, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events

April 8: BOCC Regular Meeting
April 10: GRDA Board of Directors Meeting
Month of April: Budget Preparation
April 18: Lineworker's Appreciation Day
April 21-23: MESO Public Power Conference
May 3-4: DiamondDaze downtown festival
May 13: BOCC Regular Meeting
May 21 & 22: Budget Retreat City Council and City Staff
June 10: BOCC Regular Meeting

City Manager Reports

We have received notification from OWRB that our ARPA funding application for the Lennington water loop will be presented to the OWRB Board of Directors on April 16 for consideration and approval. This is great news as this project will allow us to complete a much needed upgrade of the Lennington water lines.

City staff remains very busy with city projects and handling economic development requests.

City staff recently met with our insurance representative regarding our FY 2025 health insurance renewal. We will finalize these numbers prior to our upcoming budget meetings and have a presentation during our budget retreat.

Staff will continue to work with our utility rate consultant to finalize rates. We plan to continue discussions with GRDA through the GRDA Customer Group.

Staff continues to document the required Lead Water Service Line Inventory as required by ODEQ. This inventory must be submitted by October 16, 2024.

Business Permits: As of this agenda, we have issued 245 business permits.

Update on ODEQ Consent Order 23-256: On March 1, 2024, we submitted a request to rescind Consent Order 213-256. As of April 1, 2024, ODEQ's response to the consent order is being reviewed by their legal team.

City Projects

We are still on track to be considered for the OWRB grant, and have been assigned OWRB loan number ORF-25-0017-CW. As of this date, we have made the second round for projects being considered.

Contractors continue to work on the electric and fiber relocation for Highway 59 N.



Active Projects:

- Acquatic Complex
- McGee Sewer Lift Station
- Hwy 59 North Electric and Fiber Relocation
- South Cedar Tree Removal and Easement Clearing
- South Cedar Electric Line Upgrade
- Engineering for Lennington, Drake Road Water Loop
- Landfill Cell 8A
- Airport Wind Cone
- Airport Taxiway/Apron Seal Coat
- Landfill Methane Collection System
- Relocation of PD Firearm Range to WWTP
- Replacement of Storm Sirens
- Fryar Drive Sewer Line

A recent comment we received on Facebook Messenger.

**Shoutout to my local
sanitation crew! I KNOW it
isn't in your job description to
smile & wave at my kids, but it
means the world to us. 🐶
We appreciate you!**