

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

April 8, 2024

**Time: Immediately Following the
Meeting of the Board of City Commissioners**

**Council Chambers
113 North Elm Street
Sallisaw, Oklahoma**

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Discussion and possible action on minutes of regular meeting of March 11, 2024 and special meeting of March 26, 2024**
- 4. Discussion and possible action on the proposed Letter of Agreement between Willdan Financial Services and the Sallisaw Municipal Authority for the performance of market valuation and cost of service studies for the Sallisaw Municipal Landfill**
- 5. Discussion and possible action on Electric AMI submittals to the Grand River Dam Authority and move forward with the electric meter AMI project**
- 6. Discussion and possible action to award bid for AMI water meters to Utility Technology Services, Oklahoma City, OK, for the purchase and installation of AMI Water Meters, in the amount of \$1,514,300.00**

- (a) Acceptance of bids
- (b) Award of contract to Utility Technology Services
- 7. **Discussion and possible action on staff's request to invest a Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 280 days at 5.47% Interest**
- 8. **Discussion and possible action on the Lease Agreement between Ralph Jones and The Sallisaw Municipal Authority for use of rodeo grounds; and authorize the city attorney, city manager, and/or city clerk to finalize details of insurance and payment**
- 9. **Discussion and possible action on Lease Agreement between the Sallisaw Municipal Authority and the OK JRA for use of the rodeo grounds; and authorize the city attorney, city manager, and/or city clerk to finalize details of insurance**
- 10. **Administrative reports**
- 11. **Adjourn**

Posted: APRIL 5, 2024

Time: 12:50 P.M.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

MARCH 11, 2024

The Sallisaw Municipal Authority met in a regular meeting on March 11, 2024, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; 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,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, George Bormann, Clint Smith, Jessica Robertson, Chris Carter, Ben Spyres, Dale Chew, Jamie Phillips,	General Manager City Attorney Secretary Director of Finance Economic Development Director IT Manager Business Support Manager Senior Code Inspector Computer Technician Patrolman Superintendent- Solid Waste
Others present:	Lenora Skelton; Lynn Adams, Nick Degrand; Jeannie Richardson; I. Richardson; Jonathon Richardson; Brad Hamilton; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 6:40 p.m.

Declaration of a quorum

A quorum was declared present.

Discussion and possible action on minutes of regular meeting of February 12, 2024

Motion was made by Mendiola, seconded by Bailey, for approval of the minutes. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens abstain. Motion carried 4-1.

Discussion and possible action on Construction Change Order No. 1, in the amount of Zero Dollars, Kiowa Line Builders, Inc.; ODOT North Highway 59 Electric and Fiber Optic Utility Relocation Project

Motion was made by Peerson, seconded by Mendiola, for approval of Change Order No. 1. Vote: Peerson aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Discussion and possible action on items related to the Solid Waste Landfill Facility Phase 8A expansion

Accept Bids received

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

Award of Contract to Lonehickory Cattle LLC of Talihina, Oklahoma in the amount of \$1,492,773.60 and authorizing execution of all related documents, including the contract, upon receiving approval of such from the City Attorney and authorize Manager to sign documents

Motion was made by Bailey, seconded by Peerson, to award contract to Lonehickory Cattle, LLC in the amount of \$1,492,773.60 and authorize execution of documents and Manager to sign documents. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

Administrative reports

Administrative Reports: Update on Fund 92: there are two (2) additional projects, McGee Lift Station and the Lenington Water Loop, planned for the funds in this account. After the landfill project is completed, as well as the other projects that are planned, Fund 92 will be depleted. This is something that will have to be looked at during budget time.

Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 6:46 p.m.

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

Secretary to the Authority

(SEAL)

MINUTES

SALLISAW MUNICIPAL AUTHORITY

SPECIAL MEETING

MARCH 26, 2024

The Sallisaw Municipal Authority met in a special meeting on March 26, 2024, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; by posting at city hall on March 21, 2024 at 3:45 p.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,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Keith Miller, Jessica Robertson, Kayle Griffin, Skylar Fullbright, Blakely Smith,	General Manager City Attorney Secretary Director of Finance Building Development Director Business Support Manager Chief Accountant Grant Specialist Superintendent - Electric
Others present:	Philip Gay; Pamela Gay; JoLynn Rains; Lynn Adams; Brad Hamilton; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 2:00 p.m.

Declaration of a quorum

A quorum was declared present.

Receive presentations from city staff and JoLynn Rains, utility rate consultant, on current electric, water, and wastewater utility rates, including the announced GRDA adjustments.

The City Manager welcomed everyone. He noted that staff had been keeping up with the GRDA announced rate increase. They have announced there will be a 12% increase over the next 4 years. We have been working with JoLynn for a cost of service for our own rates. Electric supports many of our non-revenue-generating departments. He then turned the meeting over to our consultant, JoLynn Rains. Mrs. Rains gave an introduction to the Cost of Service and Rate Design. She reviewed electric residential and commercial rates and rate structures; future growth was included. She included GRDA proposed increases in her study. She presented two (2) scenarios for increases. She also presented Water/Wastewater Cost-of-Services information. She went over water and wastewater rates and rate structures. As well as two (2) scenarios for increases. Discussion was held and questions answered. Keith advised that staff as well as Mrs. Rains would continue to work on cost-of-service numbers.

Discussion and possible action on the Lease Agreement between Ralph Jones and The Sallisaw Municipal Authority for use of rodeo grounds; and authorize the city manager, city clerk and/or city attorney to finalize details of insurance and payment

Motion was made by Mendiola, seconded by Peerson, to approve the Agreement contingent upon Mr. Jones providing proof of insurance and payment of the fee. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey abstain; Martens aye. Motion carried 4-1.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 4:24 p.m.

Approved this 8th day of April 2024.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: Sallisaw Municipal Landfill

ITEM TITLE: Discussion and possible action on the proposed Letter of Agreement between Willdan Financial Services and the Sallisaw Municipal Authority for the performance of market valuation and cost of service studies for the Sallisaw Municipal Landfill

INITIATOR: General Manager
Director of Finance

STAFF INFORMATION SOURCE: Willdan Financial Services

BACKGROUND: This item will allow Willdan to perform a market valuation and a cost of service study (COS) for the Sallisaw Municipal Landfill Facility. During past conversations centering around the landfill, the Board of Trustees and SMA staff struggled with the valuation of the landfill facility. Numerous questions arose about the value of the operations and property if the facility was ever sold. The other part of this agreement will allow Willdan to perform a cost of service study on the landfill operations. This will include calculations on current tipping fees, current and future tonnage projections, current and future capital needs of the landfill, and future liabilities centering around closure and post-closure cost requirements.

EXHIBITS: 1. 2024 04 08 Sallisaw Willdan SW Proposal with Resumes

KEY ISSUES:

- **Phase I of the Engagement:** Valuation of the landfill facility. Willdan will provide an opinion of value for the landfill utilizing a Cost Approach, Income Approach, and a Comparable Sales Approach. These items and how they are calculated are explained in the Letter of Agreement. This will also include a Summary Appraisal Report, as described in the Letter of Agreement.
- **Phase II of the Engagement:** As we have completed for other utility services, Willdan will complete a Cost of Service Study for the landfill operations. Willdan will evaluate our current landfill rates, along with future estimated tonnage, revenues and expenditures of the operation. Using the data collected, Willdan will furnish several alternative solid waste plans that will fully recover sufficient revenues to fund operating and capital costs.
- Preliminary recommendations will be provided within 90 days after receiving all required data from city staff.
- Professional services as outlined in the Letter of Agreement are

\$58,980.00.

FUNDING SOURCE: Sallisaw Municipal Authority

RECOMMENDATION: Staff recommends approval of the Letter of Agreement with Willdan Financial Services.



April 8, 2024

Mr. Keith Skelton
Sallisaw Municipal Authority
115 East Choctaw
Sallisaw, OK 74955

Re: Letter Agreement to Provide 2024 Sallisaw Municipal Landfill Valuation and Solid Waste Cost of Service Analysis

Dear Mr. Skelton:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to provide a Municipal Landfill Valuation Analysis and Solid Waste Cost of Service Study for the Sallisaw Municipal Authority ("The Authority"). The study is intended to cover the test year FY 2024 and a ten-year forecast period. This proposal will outline our project understanding, the proposed scope, project team and proposed professional fees and expenses for this engagement.

Project Understanding

The first phase of this engagement will be for our project team to provide a market valuation of the Sallisaw Municipal Landfill. Our analysis will consider the Cost Approach, Income Approach and Sales Comparison or Market Approach. We will rely on the information provided by the Authority, derived from public sources, derived from the market, researched by our professionals, obtained from our files, or provided by credible sources.

Market Value is defined as "... the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeable, prudently and without compulsion."

We will disclose assumptions, extraordinary assumptions, hypothetical conditions (such as permit attainment or compliance), applicable laws and regulations, jurisdictional exceptions, and other conditions that affect the valuation.

The second phase of this engagement will be for the project team to forecast the revenues, expenses and rates the Authority would incur should the Authority decide to continue providing solid waste service.

As part of this project, the Willdan Team will prepare a Summary Appraisal Report that will describe the:

- a. Information analyzed;
- b. Appraisal methods and techniques;
- c. Reasoning which supports the analyses, opinions and conclusions;
- d. Weight given to or exclusion of an approach explained;
- e. Cost of service and rate analysis
- f. Executive summary for the work; and
- g. Appended materials.

Proposed Scope of Work

Phase I – Sallisaw Municipal Landfill Valuation

Provided below is a detailed description of the scope of work anticipated to prepare a valuation of the Sallisaw Municipal Landfill. The Willdan Team will rely on the validity and accuracy of the data and documentation provided by others to complete our analysis. The Willdan Team will rely on the data as being accurate without performing an independent verification of accuracy, and the Willdan Team will not be responsible for any errors that result from inaccurate data provided.

- **Cost Approach** – The Willdan Team will conduct a Cost Approach valuation that involves the inventory of the system components to be acquired, a present-day cost estimate for those assets, and depreciation evaluation for the assets to determine the replacement cost new less depreciation. The value will be adjusted for among other things, the cost of system; environmental and other liabilities; the value of land and easements; the addition of fixtures, equipment, inventory and rolling stock; any cash; intangibles; and finally, the going concern value.

The Willdan Team will address the financial impact of the following potential adjustments to value including:

- Available volume and life expectancy of currently permitted cells
- Total expansion area planning and expansion costs
- Closure and post-closure costs
- **Functional Obsolescence** affects the function of the assets. This involves how the asset is operated and the efficiency and effectiveness of the system.

- **External Obsolescence** is created by a variety of factors outside of the system itself including marketability, higher replacement cost, regulatory requirements, etc.
- **Going Concern Value** is an enhancement to the asset structure value because the structure is in use. Such a value increment must include whatever is contributed by the fact of connection of the items making a complete and operating plant. Elements of going concern value include, but are not limited to, the time and cost of building the business, the establishment of routes and customers, the exercise of managerial skill, the efficiency of the work force, and the records of profitability of the fully functioning, organized business.
- **Income Approach** – Utilizing the historical information as a basis, Willdan will develop a Test Year with adjustments as appropriate. This Test Year will then be escalated annually for items including customer growth, general inflation, projected labor costs, etc. to develop a pro forma analysis for a 20 to 30-year period. In order to develop a final value for the income approach, a discount factor will be developed that considers the risk-free rate, future risks associated with currency values, industry risk evaluating the overall stability of the utility industry, and the specific rate which evaluates the utility's risk based on geographical location.

Additionally, Willdan will prepare a Market Rent/Royalty Approach to income. Use of the Market Rent/Royalty Approach requires a determination of the remaining capacity of the Sallisaw Municipal Landfill, the annual tons of waste anticipated to be received, the net tipping fee (gross tipping fee less any amounts for host fees, taxes and surcharges), and the market rent or royalty. Once these values are determined, the total anticipated tons of waste to be received over the remaining useful life of the Sallisaw Municipal Landfill are multiplied by the net tipping fee to obtain the tipping fee revenue. The tipping fee revenue is then multiplied by the market rent or royalty rate selected to determine the gross rental income attributable to the real estate. Miscellaneous income such as income from the sale of methane gas generated is also added. Any reversionary value of the property is added to this amount. From this total, certain administrative expenses are deducted to arrive at the net royalty or rental income attributable to the Sallisaw Municipal Landfill's existing real estate. Again, these annual net amounts will be discounted to a present-day value.

- **Comparable Sales Approach** – The purpose of this market approach is to examine the history of landfill sales and acquisitions, and to analyze the conditions under which the landfills were acquired in an effort to arrive at an implied purchase price for the Sallisaw Municipal Landfill. Willdan will identify comparable sales within the central United States to use as part of this analysis.
- **Opinion of Value** - The three conventional approaches will be evaluated and will form the basis of the opinion of value.

Phase II – Cost of Service Analysis

Building upon the data generated in Phase I, we will prepare a solid waste cost of service and rate analysis assuming that the Authority chooses to retain control of its solid waste assets and services. We will provide the following analysis:

- A comparison of the Authority's current rates to those of surrounding providers.
- A determination of the revenues required for the Authority to meet its operating and capital obligations in the current year and future years.
- We will adapt our solid waste cost of service and rate model to develop a customized ten-year utility cost of service for the utility using current budget, volume, debt service and capital improvement plan ("CIP") data. The model will identify current and forecast operating expenses, capital outlays and debt service for the period FY 2024 – 2033.
- The project team will prepare several alternative proposed solid waste rate plans for the Authority to consider. Each alternative will enable the Authority to recover sufficient revenues to fund operating and capital costs and to meet key financial objectives.

Meetings and Reports

As part of this engagement, the project team will conduct the following meetings with Authority staff:

- an initial meeting with staff to go over information required for the study;
- a status/ preliminary recommendations meeting with staff to outline initial findings and answer questions raised during the course of the analysis;
- a workshop with Council to go over findings, recommendations and rate alternatives; and
- a final Council meeting at which the recommendations are voted upon by the Council.

We will prepare a written report outlining our findings and conclusions for Phase I and Phase II of this engagement.

As Project Manager for this engagement, I will have sole responsibility for its successful outcome. I will be assisted by Ms. Tara Hollis, Mr. Jeff McGarvey and Mr. Brian Wintle. Our resumes are attached as Appendix A for your review.

Proposed Timing

The project team intends to have preliminary recommendations for staff within 90 days of receipt of all required data from Authority staff.

Proposed Pricing

Our proposed professional fees and expenses are outlined in the table below. Tasks or meetings considered to be outside the scope of this engagement will be discussed with Authority Staff and additional work completed would be subject to staff approval and would be billed at our hourly rates.

Sallisaw Municipal Authority -- Sallisaw Municipal Landfill Cost of Service/Rate Analysis					
Proposed Project Team Hours and Professional Fees					
	D. Jackson Project Manager	B. Wintle Project Engineer	J. McGarvey Project Advisor	T. Hollis Project Analyst	Total
	\$240	\$260	\$240	\$190	Hours
Scope of Services					
Phase I -- Sallisaw Municipal Landfill Valuation	8.0	82.0	8.0	32.0	130.0
Phase II -- Cost of Service and Rate Analysis	24.0	-	16.0	56.0	96.0
Subtotal Hours	32.0	82.0	24.0	88.0	226.0
Phase I -- Sallisaw Municipal Landfill Valuation	1,920	21,320	1,920	6,080	31,240
Phase II -- Cost of Service and Rate Analysis	5,760	-	3,840	10,640	20,240
Subtotal Professional Fees	7,680	21,320	5,760	16,720	\$ 51,480
Travel and Production Expenses					\$ 7,500
Total Cost					\$ 58,980

Authorization

General terms and conditions for this engagement are included as Attachment 1. If the terms of this engagement are acceptable, please execute one copy of this letter and return it to our Dallas office. We appreciate this opportunity to serve the Sallisaw Municipal Authority. If you have any questions regarding the proposed services, please contact me directly at 972-378-6588 or via email at djackson@wildan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President

April 8 2024
Date

ACCEPTED BY
Sallisaw Municipal Authority:

Signature

Date

Printed Name

Printed Title

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between the Sallisaw Municipal Authority ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.
6. Insurance. WFS shall maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
 - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
 - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
 - e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
 - f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing its services.
7. Miscellaneous.
 - a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
 - b. This Agreement shall be interpreted as though prepared by both parties.
 - c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
 - d. This Agreement shall be interpreted under the laws of the State of Texas.
 - e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
 - f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
 - g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
 - h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
 - i. WFS shall not be responsible for the performance of services by third parties not retained by WFS.

Dan V. Jackson, MBA

Vice President and Principal in Charge

Education

*Master of Business
Administration,
University of Chicago,
1984;
Specialization in
Finance/Accounting*

*Bachelor of Arts,
University of Chicago,
1982; Major in Social
Sciences
Dean's Honor List*

Areas of Expertise

Rate Design

Cost of Service

Financial Forecasting

Valuation Analysis

Acquisition Analysis

Privatization Analysis

*Economic Impact
Analysis*

*Expert Witness
Testimony*

Affiliations

*Member, American
Water Works
Association*

*National Association
for Business
Economics*

Other

*The Forgotten Men
(fiction) –
Mediaguruz*

*Rainbow Bridge –
Fiction – Mirador
Publishing*

39 Years' Experience

Mr. Jackson has 39 years of experience as an international financial expert, having completed utility rate/cost of service studies and long-term financial plans for clients throughout the USA and five sovereign Pacific nations. He also has served as an expert witness in state court, federal court and before several public utility commissions. Mr. Jackson's prior experience includes positions with Deloitte and Touche and Reed-Stowe and Company. In 1997, Mr. Jackson co-founded Economists.com LLC, an international consulting firm with offices in Dallas and Portland, Oregon. Willdan acquired Economists.com in 2015, and Mr. Jackson now serves as Vice President.

Mr. Jackson has prepared over 400 utility rate studies for over 100 clients in Texas, 200 clients across the USA, and 5 sovereign nations during his long career. He has given dozens of lectures and presentations before professional associations on utility rate issues.

Mr. Jackson is also an accomplished author; his newest novel **Rainbow Bridge** is now available on Amazon.com and in selected bookstores and has won the prestigious Feathered Quill Award for animal-based literature.

Water/Wastewater – Rate Studies and Long-Term Financial Plans

Mr. Jackson has served as project manager for over 400 water and wastewater rate studies and long-term financial plans. His clients have primarily been cities and public utilities located in Texas, Oklahoma, Arkansas, Arizona and across the USA. He has given over 300 public presentations on rate and long-term financial plans for city councils and ratepayers throughout the USA. His clients have ranged from Arizona and Texas border communities to Northwestern metropolises, rural water districts, urban suburbs and inner-city communities.

Electric – Rate Studies and Financial Plans

Mr. Jackson has managed over 25 electric rate studies across the USA. He has helped set electric rate policy in 5 nations, and has met with senior government officials and regulatory agencies to develop appropriate guidelines. He is frequently engaged by the Asian Development Bank to prepare electric tariff analyses and assess the impact of solar PV on the cost of service for Pacific utilities. He has provided expert witness testimony supporting electric rate designs.

Solid Waste and Stormwater – Rate Studies and Financial Plans

Mr. Jackson has managed over 15 solid waste and 10 stormwater rate studies and financial plans, across the southwest United States and the Pacific Region. He has provided expert witness testimony supporting electric rate designs on numerous occasions.

Water/Wastewater – CCN/System Valuations and Acquisitions

Mr. Jackson has prepared approximately 50 water and wastewater CCN and system valuations, for the purpose of enabling utilities to acquire additional service territory. A critical component of these analyses was the impact of the acquisitions on the user rates for both existing ratepayers and the acquired territories.

Water/Wastewater – Impact Fee Studies

Mr. Jackson has prepared approximately 25 water and wastewater impact fee studies for utilities throughout the United States.

International Experience

Mr. Jackson is recognized as an international expert on utility financial planning and tariff (rate) design by the World Bank and the Asian Development Bank. Under their direction, he has assisted in projects that have brought potable water to villages in developing nations. He has worked on these engagements in the independent nations of Fiji, Samoa, Palau, Kiribati, and the U.S. territories of American Samoa and the Commonwealth of Northern Mariana Islands. He has worked independently for water, wastewater and electric utilities in Guam, Tuvalu and the Kingdom of Tonga.

Other

Mr. Jackson has prepared numerous additional utility financial analyses, including but not limited to: conservation ratemaking, utility wholesale contract reviews, cost allocation studies, non-rate fee studies, lease vs. purchase, economic impact of desalination, telecommunications franchise fees, and the financial feasibility of reuse.

D. Jackson

Resume Continued

Water/Wastewater – Rate Studies and Long-Term Financial Plans

Texas – Dallas/Fort Worth

- | | | |
|--------------|-------------------------|-------------------------|
| ▪ Allen | ▪ Balch Springs | ▪ Burleson |
| ▪ Cedar Hill | ▪ Celina | ▪ Cleburne |
| ▪ Denison | ▪ Denton County FWSD 1A | ▪ Coppel |
| ▪ DeSoto | ▪ Duncanville | ▪ Denton County FWSD 8C |
| ▪ Ferris | ▪ Grand Prairie | ▪ Fairview |
| ▪ Garland | ▪ Hutchins | ▪ Frisco |
| ▪ Heath | ▪ Little Elm | ▪ Hackberry |
| ▪ Kaufman | ▪ Kennedale | ▪ Josephine |
| ▪ Mesquite | ▪ Midlothian | ▪ McKinney |
| ▪ Princeton | ▪ Parker | ▪ Oak Point |
| ▪ Rowlett | ▪ Prosper | ▪ Plano |
| ▪ Rockwall | ▪ Royce City | ▪ Richardson |
| ▪ Venus | ▪ Sachse | ▪ Sherman |

Texas — Statewide

- | | | |
|-----------------------------------|------------------------------------|----------------------------------|
| ▪ Alvarado | ▪ Amarillo | ▪ Aqua Water Supply Corporation |
| ▪ Beeville | ▪ Brownsville PUB | ▪ Brady |
| ▪ Castroville | ▪ Cibolo Creek Municipal Authority | ▪ Combes |
| ▪ Crystal Clear SUD | ▪ Del Rio | ▪ Donna |
| ▪ El Paso County WCID #4 | ▪ El Paso County Tornillo WCID | ▪ Edinburg |
| ▪ Galveston | ▪ Galveston County WCID | ▪ Fairfield |
| ▪ Harlingen WaterWorks | ▪ Hempstead | ▪ Groesbeck |
| ▪ Harker Heights | ▪ Jonah Special Utility District | ▪ Hewitt |
| ▪ Hondo | ▪ Laguna Madre Water District | ▪ Kempner WSC |
| ▪ Laredo | ▪ League City | ▪ La Villa |
| ▪ Leander | ▪ Marble Falls | ▪ Liberty Hill |
| ▪ Los Fresnos | ▪ Mercedes | ▪ Marfa |
| ▪ McLendon-Chisholm | ▪ Paris | ▪ New Braunfels |
| ▪ North Fort Bend Water Authority | ▪ Primera | ▪ Port Arthur |
| ▪ Port of Houston Authority | ▪ Robstown | ▪ Raymondville |
| ▪ Robinson | ▪ Seguin | ▪ San Juan |
| ▪ Schertz | ▪ Sonora | ▪ Selma |
| ▪ Schertz-Seguin Local Govt Corp. | ▪ Troup | ▪ Southmost Reg. Water Authority |
| ▪ Tomball | ▪ West Harris Co. Reg. Water Auth | ▪ Venus |
| ▪ Waller | ▪ Whitehouse | ▪ West University Place |
| ▪ Webb County | | ▪ Winona |
| ▪ Yancey Water Supply Corporation | | |

Arizona

- Bisbee
- Buckeye
- Camp Verde Sanitary District
- Carefree
- Casa Grande
- Chino Valley
- Chloride Domestic Water Imp District
- Clarkdale
- Clifton
- Cottonwood
- Douglas
- Eagar
- Eloy
- Florence
- Flowing Wells Improvement Dist.
- Goodyear
- Holbrook
- Jerome
- Marana
- Miami
- Nogales
- Oro Valley
- Patagonia
- Payson
- Prescott
- Prescott Valley
- Quartzsite
- Queen Creek
- Safford
- San Luis
- Show Low
- Somerton
- Tombstone
- Tonto Village DWID
- Wellton
- Winslow
- Yuma
- Willcox

Arkansas

- Bryant
- Conway
- Hot Springs
- North Little Rock Wastewater Utility
- Russellville
- Hot Springs Village
- Community Water System
- Benton Washington RPWA

Oklahoma

- Ada
- Altus
- Chickasha
- Edmond
- Miami
- Pryor
- Lindsay

International Regulated Utilities – Pacific and Caribbean

- Water Authority of Fiji
- Commonwealth Utility Corp Saipan
- Kiribati Public Utilities Board
- EPC, Independent State of Samoa
- Virgin Islands Telephone Company
- American Samoa Power Authority
- Guam Power Authority
- Palau Public Utilities Corporation

Stormwater – Rate Studies and Long-Term Financial Plans

- Hot Springs, AR
- Hewitt, TX
- Bryant, AR
- Balch Springs, TX
- Coppell, TX
- San Marcos, TX
- Prescott Valley, AZ

Solid Waste – Rate Studies and Long-Term Financial Plans

- Duncanville, TX
- Mercedes, TX
- Goodyear, AZ
- Frisco, TX
- San Luis, AZ
- Altus, OK
- Hewitt, TX
- Somerton, AZ
- Miami, OK

Impact Fee Studies

- E. Medina Co. Special Utility Dist, TX
- Cibolo Creek Municipal Auth., TX
- Hot Springs, AR
- Harlingen, TX
- Laguna Madre Water District, TX
- Crystal Clear SUD, TX
- Los Fresnos, TX
- Marble Falls, TX
- Liberty Hill, TX
- Seguin, TX
- San Luis, AZ
- Mesquite, TX
- Wellton, AZ
- Prescott, AZ
- Marana, AZ
- Yuma, AZ
- Prescott Valley, AZ

CCN Valuations

- PUC Texas – 30 CCN Valuations
- Avondale, AZ
- Bolivar WSC
- Bullhead City, AZ
- Buckeye, AZ
- Casa Grande, AZ (private)
- Chino Valley, AZ
- Cottonwood, AZ
- Clarkdale, AZ
- Denton, TX
- Florence, AZ
- Marilee SUD – 2 parcels
- Marana, AZ
- Pine Strawberry Water Imp District, AZ
- Prescott, AZ
- Prescott Valley, AZ
- Queen Creek, AZ
- Show Low, AZ
- Aubrey, TX
- Huffines Development
- Arlington, TX
- Celina, TX
- Forney Lake WSC, TX
- Gunter, TX
- Kempner WSC, TX
- Lancaster, TX
- Taylor, TX
- Whitehouse, TX
- Van Alstyne, TX
- Rockwall, TX
- Trinity Water Reserve, TX
- North Chicago, IL
- North Little Rock WWU, AR

Expert Witness Testimony

Mr. Jackson has served as an expert witness in over 20 cases before state court, federal court and Public Utility Commissions.

City of Arlington, TX – Seven separate cost of service analyses and testimony in wholesale contract rate proceedings before TNRCC. Largest ongoing wastewater rate dispute in Texas history, 1990-1994.

Cameron County Fresh Water Supply District No. 1 vs. Town of South Padre Island (TNRCC Docket 30346-W) – Expert testimony on reasonableness of rate structure, 1992.

Cameron County Fresh Water Supply District No. 1 vs. Sheraton Hotel/Outdoor Resorts (TNRCC Docket 95-0432-UCR) – Expert testimony on reasonableness of rate structure, 1993.

Laguna Madre Water District (PUC Docket 49154) – Expert testimony on the reasonableness of the District's raw water rate -- 2019.

City of Celina, TX (SOAH Docket 2003-0762-DIS) – Expert testimony on the proposed creation of a Municipal Utility District, 2004.

City of Celina, TX (PUC Docket No. 49225) – Expert testimony on the reasonableness of outside city limit rates – 2020.

City of Leander, TX (PUC Docket No. 53063) – Expert testimony on the reasonableness of outside city limit rates – 2023.

East Medina County Special Utility District (SOAH Docket 582-02-1255) – Expert testimony on CCN application, 2003.

East Medina County Special Utility District (SOAH Docket 582-04-1012) – Expert testimony on CCN application, 2004.

City of Karnes City, TX – Expert testimony on valuation of CCN before the Texas Commission on Environmental Quality, 2009.

City of Princeton, TX (SOAH Docket 582-06-1641 and TCEQ Docket 2006-0044-UCR) – Expert testimony on ability to serve proposed service territory, 2007.

Town of Little Elm, TX (SOAH Docket 582-01-1618) – Expert testimony on reasonableness of rate structure, 2001.

Schertz Seguin Local Government Corporation – Expert testimony addressing application of San Antonio Water System for groundwater permits for Gonzalez County UWCD, 2009.

City of Ruidoso, NM – Expert testimony on reasonableness of Wastewater Rates, 2010.

City of Hot Springs, AR – Expert witness testimony on Reasonableness of Stormwater Rates, 2010.

Dallas County Water Control and Improvement District No. 6 (TNRCC Docket 95-0295-MWD) – Hearing on the merits for proposed wastewater treatment plant permit, 1995.

Commonwealth Utilities Corporation Saipan -- Expert testimony before Commonwealth Public Utilities

Commission on reasonableness of rate structure, 2010-2015.

City of Mesquite, Texas vs. Southwestern Bell Telephone Company (No. 3-89-0115-T, U.S. Federal Court Northern Texas) -- 18 year estimate of revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies and Discovery disputes, 1991-1995.

City of Port Arthur, et. al., vs. Southwestern Bell Telephone Company (No. D-142,176, 136th Judicial District Court of Beaumont, Texas) -- 20 year estimate of revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies. 1993-1995.

Southwestern Bell Telephone Company vs. City of Arlington, Texas (No. 3:98-CV-0844-X, U.S. Federal Court Northern Texas) -- 15 year estimate of access revenues excluded from municipal franchise fees by SWB. Expert testimony on SWB accounting and franchise policies, 1996.

Metro-Link Telecom vs. Southwestern Bell Telephone Company (No. 89-CV-0240, 56th Judicial District Court Galveston County Texas) -- 20 year pro forma model calculating lost revenue from the cancellation of a trunk line leasing contract.

Complaint of the City of Denton against GTE Southwest, Inc. (PUC Docket 14152), 1994.

GTE vs. City of Denton (No. 95-50259-367, 367th Judicial District Court of Denton County, Texas) -- 10 year estimate of revenues excluded from municipal franchise fees by GTE, 1994-1996.

MAS vs. City of Denton, Texas (No. 99-50263-367, Judicial District Court of Denton County, Texas) -- Testimony on reasonableness of franchise fee payment calculations.

Telecommunications

City of Dallas, TX -- Forecast of economic and financial construction and non-construction damages resulting from franchise's failure to fulfill terms of agreement, 2004

City of Dallas, TX ---Financial evaluation and forecast of alternative wireless services contracts, 2005.

City of Dallas, TX --Evaluation and advice concerning VOIP contract with SBC, 2003

Voice Web Corporation-- Financial forecast and strategic plan for CLEC development, 2001

United Telephone of Ohio -- Pro forma forecast model forecasting the impact on financial statements of proposed changes in state telecommunications regulatory structures. Model was used as the basis for privatization bids for Argentine and Puerto Rican Telephone Companies, 1988.

Bonneville Power Administration -- Evaluation and financial forecast of long-term fiber optic leasing operation, 1999.

Bonneville Power Administration -- Economics of Fiber Analysis, 1999.

City of Portland, Oregon --Municipal Franchise Fee Review, 2000.

US West, Inc. -- Valuation study and financial forecast of headquarters operation. Used as basis for Partner's allocated cost testimony before the Public Utility Commission in Washington and Utah.

Star-Tel -- Estimate of revenues lost due to rival's unfair business practices, 1995.

Cities of Denton and Carrollton, Texas -- Review of municipal franchise fee payments by GTE, 1994-1996.

Winstar Gateway Network -- forecast of average lifespan per ANI for specific customer classes.

Advisory Commission on State Emergency Communications -- Review of E911 Equalization Surcharge Payments by AT&T, ATC Satelco, and Lake Dallas Telephone Company.

Northern Telecom -- Projection of potential revenue generated from the long-term lease of DMS-100 switching units to Pacific Bell.

Publications/Presentations/Seminars

- ***Rainbow Bridge (fiction)*** – Mirador Publishing, 2020. Winner, 2021 Feathered Quill Silver Award for Animal-based literature; 2021 National Indie Excellence Award Finalist; 2023 Book Excellence Award Finalist
- ***The Forgotten Men (fiction)*** – Mediaguruz Publishing, 2012.
- *Raising Water and Wastewater Rates – How to Maximize Revenues and Minimize Headaches* – Arizona Small Utilities Association, August 2002; Texas Section AWWA, April 2003
- *Wholesale Providers and the Duty to Serve: A Case Study* – Water Environment Federation, September 1996.
- *Lease vs. Purchase – A Guideline for the Public Sector* – Texas Town and City, March 1998•.
- *An Introduction to Lease vs. Purchase* – Texas City Managers Association – May 1998.
- *Technische Universiteit Delft* – Delft Netherlands -- Annual Infrastructure Conference – May 2000, 2001.
- *The US Water Industry – A Study in the Limits of Privatization* -- Technische Universiteit Delft – Delft Netherlands – March 2007.
- *The New Information Economy: Opportunity or Threat to the Rio Grande Valley?* – Rio Grande Valley Economic Summit -- Oct 2000.
- *The Financial Benefits of Regionalization – A Case Study* – Texas Water Development Symposium – September 2010.
- *Developing Conservation Water Rates Without Sacrificing Revenue* – TWCA Conference, San Antonio Texas, October 2012.
- *Water Rates – Challenges for Pacific Utilities* – Pacific Water and Wastes Conference, American Samoa, September 2014.
- *Water Rates – Challenges for Arizona Utilities* – GFOAZ Conference, August 2023.

Brian N. Wintle, PhD, PE, BCEE™, CHMM™

Brian Wintle is a licensed Professional Engineer with 16 years' experience in municipal and utility engineering project management, water and wastewater infrastructure design, planning, analysis, and regulatory compliance. His responsibilities include project management, evaluation and design of municipal wastewater treatment plants and collection systems; residuals handling; effluent disinfection; system hydraulics; lift stations; odor control; water treatment and distribution systems; sewer and water system modeling; site design and landfills. He joined Crist Engineers in October 2018 as Project Manager and became an Associate in 2021.

PROFESSIONAL EXPERIENCE

Dr. Wintle's current project experience includes:

- Kullu Chito Environmental Trust Authority (ETA) Annual Landfill Closure and Post Closure Financial Assurance, Broken Bow, OK
- Kullu Chito ETA Landfill On-Call Services, Broken Bow, OK

Previous to Crist Engineers project experience includes:

- 71st St Drying Beds Improvements; Tulsa, OK
- Biosolids Handling and Disposal Study; Topeka, KS
- Class A Biosolids Initial Investigations; Garden City, KS
- Plant 1 Screens Replacement; Wichita, KS
- Southside Relocation Conceptual Study; Tulsa, OK
- North Canadian 96-inch Interceptor Inspection; Oklahoma City, OK
- Crow Creek Sanitary Sewer Evaluation Survey; Tulsa, OK
- Haikey Creek Sanitary Sewer Evaluation Study; Broken Arrow, OK
- Wastewater Treatment Plant Permitting and Expansion; Fort Lupton, CO
- Drinking Water Ozone System Rehabilitation; Emporia, KS
- 2040 Water System Upgrades; Stillwater, OK
- A.B. Jewell WTP Stand By Power Generation and Switch Gear Project Management; Tulsa, OK
- A.B. Jewell WTP Chlorine Feed System Rehabilitation; Tulsa, OK
- A.B. Jewell WTP Hydrofluorosilicic Acid Feed System Rehabilitation; Tulsa, OK
- A.B. Jewell WTP Lagoons Discharge Permit Coordination; Tulsa, OK
- Mohawk WTP Raw Water Pump Station Electrical Upgrade Project Management; Tulsa, OK
- High Pressure Plane Waterline and 1 MG EST Improvements; Norman, OK
- Nitrification and Total Chlorine Residual Distribution System Assistance; Broken Arrow, OK
- Duncan Water Supply Drainage and Safe Yield Investigation; Duncan, OK
- Water Treatment Facility Investigations and Master Plan; Gardner, KS
- Ottawa MS4 Permit Compliance Coordination; Ottawa, KS

PROFESSIONAL ACCOMPLISHMENTS AND CAREER ACHIEVEMENTS

Authored or Co-Authored Research Papers and Presentations:

- Condition Inspection for a 96-inch T-Lock Concrete Sanitary Interceptor
- A Biofilter Odor Control Update on Southside WWTP and Collection System
- Strategies for Compliance with Stage 2 Disinfectants and Disinfection Byproducts for Surface Water Treatment Facilities in Northeastern Oklahoma Total Phosphorus Effluent Goal Challenges During Dewatering

EDUCATION/CERTIFICATIONS

Doctorate of Philosophy, Civil Engineering, Oklahoma State University, Stillwater, OK, 2012.

Master of Science in Environmental Engineering, Oklahoma State University, Stillwater, OK, 2008.

Bachelor of Science in Civil Engineering, University of Maine, Orono, ME, 2007.

Professional Engineer –Oklahoma, Arkansas, Kansas, Colorado, Wyoming, New Mexico, Nebraska, Missouri, Illinois, South Dakota, Maine and New York

Water Works Operator, Class B (Oklahoma); Class III (Kansas)

Wastewater Works Operator Class B (Oklahoma); Class III (Kansas)

Board Certified Environmental Engineer (BCEE®) and Certified Hazardous Materials Manager (CHMM®)



Jeffrey McGarvey

Technical Advisor/Quality Control

Mr. Jeffrey McGarvey is a Managing Principal and Vice President in Willdan's Financial Consulting Services group. For 32 years he has provided professional consulting services to municipal water, wastewater, solid waste, electric, and natural gas utilities throughout the country. He possesses a broad range of municipal utility systems' experience, including special expertise in complex alternatives analyses; utility rate analyses; utility valuations and acquisitions; regionalization and consolidation studies; debt issuance support, such as the preparation of financial feasibility analyses associated with revenue bond issuance; capital financing analyses; strategic planning; rate and regulatory assistance; and instituting financial mechanisms to provide the sufficient recovery of operating and capital costs.

Education

*Bachelor of Science,
Finance, University
of Central Florida*

Areas of Expertise

Alternatives Analysis

Strategic Planning

Rate Studies

*Cost of Service
Studies*

Revenue Bonds

Feasibility Analyses

Capital Funding

Acquisitions

Valuation Analyses

Affiliations

*American Water
Works Association*

*The Water
Environment
Federation*

*The Utility
Management
Conference*

*The WaterReuse
Foundation*

**32 Years'
Experience**

Rate and Cost of Service Studies

Mr. McGarvey has extensive experience in utility rates and cost of service studies for water, wastewater, solid waste, electric and natural gas systems. This experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost of service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics.

Revenue Bonds, Feasibility Analyses and Capital Funding

Mr. McGarvey has been involved in the preparation of capital financing plans and feasibility studies associated with the issuance of several hundred million dollars in municipal revenue bonds and bond anticipation notes (BANs). The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, Mr. McGarvey has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e. State Revolving Funds) and grants. In the role of financial feasibility consultant, Mr. McGarvey has made numerous presentations on behalf of clients to various bond insurers and rating agencies (Moody's, Standard & Poor's, and Fitch).

Business and Strategic Planning

Mr. McGarvey has experience developing complex financial and economic evaluation models for water, wastewater, solid waste, electric and natural gas systems throughout the country. Such experience generally relates to the development of business and strategic plans as well as performing structured alternatives analyses and sensitivity analyses related to the evaluation and implementation of system modifications such as service and operational changes, as well as planning for customer growth and capital expenditures.

Acquisitions and Valuation Analyses

Mr. McGarvey has been involved in numerous acquisitions and valuation analyses for utility systems. Acquisition projects generally involve financial due diligence, valuations, negotiations and financing activities associated with such transactions. Mr. McGarvey has performed valuation analyses utilizing various generally accepted methodologies including cost approach (value of the cash flows generated by the system), original cost less depreciation (book value), comparable sales (actual transactions for other systems), replacement cost new less depreciation and reproduction cost new less depreciation (value of system assets).

Select Relevant Experience

City of Flagstaff, AZ – Water, Wastewater and Reclaimed Water Rate Study: Mr. McGarvey served as the technical advisor of the City of Flagstaff's utility rate analysis. In the wake of six water main breaks, the City was faced with decreasing revenues and increasing capital and operational costs. The proposed rates developed by Willdan reversed the City's trajectory of a falling operating reserve and provide the City with sufficient revenue to cover existing and future operations, maintenance, and debt service; all while being financially prudent and responsive to the concerns of the City's Water Commission. The proposed residential inclining block rate appropriately spreads the burden of increased costs based on a comprehensive analysis of customer demands.

City of Durango, CO – Water and Wastewater Rate Study: Mr. McGarvey led the preparation of a long-term financial plan, cost of service-based rates and updated plant investment fees. The City needs to perform \$50 million in improvements to the wastewater treatment plant to comply with State wastewater treatment standards and to provide available capacity for new growth. A balanced financial plan was developed incorporating rate increases and anticipated debt to fully fund requirements and minimize customer impact.

City of Brentwood, TN – Water and Sewer Rate Study and Fee Update: Mr. McGarvey served as principal-in-charge for this engagement, which included a comprehensive review of water and sewer rates as well as updating the City's water and sewer development charges (tap-on fees). One of the project objectives included maintaining their high bond rating, as such, the initial phase of this engagement involved assisting the City develop best management practices with regard to the financial management of the utility, including fund reserves, debt service coverage targets, and the frequency of future bond issues.

City of Atwater, CA – Solid Waste Rate Study: Mr. McGarvey was the lead technical consultant for the completion of this recent study for the City. He led the development of the analysis and model, served as the solid waste technical expert, prepared study documents and presentations, and presented study results to City Staff and the City Council.

City of Grover Beach, CA – Water and Wastewater Rate Study: Mr. McGarvey was the Technical Advisor for the City Grover Beach engagement. The financial plan prepared contained various options and scenarios for City Staff's consideration, including shifting from a uniform water rate structure to either a two- or three-tiered structure.

City of Lomita, CA — Water Rate Study: Mr. McGarvey provided quality assurance and control and technical support for the City's Water Rate Study. The study included a development of a financial plan and model, and reports, including the adjustment of the tiered rate structure and updated cost-of-service analysis to comply with current best practices and legal guidance.

McKinleyville Community Services District, CA – Water and Wastewater Capacity Fee Study: Mr. McGarvey provided technical support, as well as quality assurance/quality control, to this engagement. The prior connection fees had not been updated for a number of years and were relatively low in comparison to similar agencies. In addition, there were several new local development projects in the planning stages requiring the District to provide utility services; placing even greater demand upon existing facilities and possibly requiring expansion of existing facilities, or construction of new ones. Willdan worked with staff to compile a list of proposed capital improvements and their estimated cost, and conducted an analysis of existing and proposed development within the District boundaries. Finally, the team analyzed existing demand on the current utility systems and calculated remaining capacity in order to develop fair and equitable capacity fees.

City of Crescent City, CA – Water and Wastewater Rate and Capacity Fee Analysis: Willdan completed a water and wastewater rate and capacity fee analysis for the City of Crescent. The utility rates and fees calculated by Willdan will provide sufficient revenue to cover the repayment of a State Revolving Fund loan secured by the City to finance the costs of construction, ensure adequate funding for repair and periodic maintenance of the new and existing facilities, for ongoing operations, and routine maintenance. Mr. McGarvey provided technical guidance specific to the analysis of the water and wastewater financial models.

City of Lancaster, CA – Community Choice Aggregation (CCA) Feasibility Study: As part of the Willdan/Energex team, Mr. McGarvey was responsible for the development of the financial model and pro forma analysis for the City's engagement. The overall study was a joint effort between Willdan and EnerNex to complete a comprehensive feasibility analysis and implementation plan for the City's proposed CCA.

Mr. McGarvey's work included the development of a comprehensive financial model that was able to dynamically examine operating and capital costs, including staffing and debt, costs of procuring energy under multiple scenarios, provide cash flow analysis, and perform sensitivity and alternatives analysis. The City retained a working copy of the model, which is still used to update forecasts and perform analysis necessary in the ongoing operation of the CCA, which was successfully implemented.



Tara Hollis, CPA, CVA, MBA

Principal Consultant

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than **25 years** of experience. Ms. Hollis has provided utility rate, financial, economic and capital planning services for water, wastewater, stormwater, reclaimed water, solid waste and electric utility systems. She specializes in rate and cost-of-service studies, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of utility indebtedness, and valuation studies for mergers or acquisitions.

Education

Master of Business Administration, University of Central Florida

Bachelor of Science, Business Administration, University of Central Florida

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst

Areas of Expertise

Business & Financial Analysis

Dynamic Computer Modeling

Utility Rate and Cost Studies

Feasibility and Financial Analysis and Reporting

Debt Structuring Analyses

Expert Witness Testimony and Litigation Support

Assessment Programs

Acquisition, Valuation and Divestiture Services

Equity Recapture Strategies

Utility Optimization Services

Utility Regulatory Services

25 Years' Experience

Establishment of Stormwater Utility Rates

Ms. Hollis has been involved in numerous stormwater utility projects and her experience encompasses the following: development of policies and goals; evaluation of alternative rate structures; review and evaluation of billing and collection alternatives; public information programs; preparation of preliminary budgets; detailed cost-of-service analysis and rate design; billing integration; grant and cost share project funding; and development of ordinances and rate schedules.

Rate and Cost-of-Service Studies

Ms. Hollis has extensive experience in utility rates and cost-of-service studies, having prosecuted more than 160 studies. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics. It should also be noted that Ms. Hollis has prosecuted over 45 system development fee (capacity fee) studies throughout the course of her career.

Revenue Bonds, Feasibility Analyses and Capital Funding

Ms. Hollis has been involved in the preparation of Bond Resolutions, Official Statement Financial Feasibility Reports, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of \$1.5 billion of long-term indebtedness. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, she has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e. State Revolving Funds) and grants. She also has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations

Ms. Hollis has conducted over 150 valuation studies using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, natural gas, solid waste, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis. Additionally, Ms. Hollis holds the Certified Valuation Analyst designation from the National Association of Certified Valuators and Analysts.

Professional Experience

- Development of extensive and dynamic computer models for water, wastewater, reclaimed water and stormwater rate studies, feasibility studies, forecasts, and valuations.
- Development of retail and bulk rates; impact fees; capital funding plans; and user rates and charges including the preparation of water, wastewater, reclaimed water, and stormwater user rate studies for public utilities.
- Water conservation rate analysis, structuring, and enactment.
- Miscellaneous service charges for a variety of customer request services including customer deposits, water meter installation charges, water and wastewater taps, turn-on charges, and the initiation of service charges.
- Development and analysis of the adequacy of wholesale rates and rate components for revenue and litigation purposes.

T. Hollis

Resume Continued

Papers, Publications, and Presentations

"Long Term Capital & Financial Planning for Public Utility Systems," EUCI Training Course

"Financial Forces Impacting Utility Systems," presented at the Growth and Infrastructure Consortium Annual Conference, Bradenton, FL, November 2014

"Financial Forces Impacting Small Utility Systems," 2014 Indiana Section AWWA Conference, February 2014

"Financial Sustainability as a Basis for Utility Management," South Carolina Rural Water Association Decision Maker's Summit 2011; April 2011

"Discussion of Outside City Utility Rate Surcharge," Special Meeting – Various Municipality Leaders in State of Florida (Hosted by the City of North Miami Beach and the City of North Miami). October 2008

- Development of assessment programs for utility system projects including streetlights, fire, and utility system undergrounding.
- Facilitate focus groups and stakeholder coordination meetings relative to the impact of potential rate adjustments on customers.
- Prepared Request for Inclusion, Loan Documents, Ordinances/ Resolutions, and Monthly Pay Applications, Davis-Bacon Wage requirement audits, etc.
- Preparation of grant administration paperwork.
- Development of Customer Accommodation Programs for water and wastewater.
- Assistance with litigation, negotiations, and expert witness services. Served as an expert witness in utility rate and financial matters.
- Assistance and documentation for revenue and other special forms of tax-exempt bond financing including detailed projections and reports to support the issuance of over \$1 billion in long-term indebtedness.
- Preparation of Bond Resolutions, Official Statement, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of long-term indebtedness.
- Conducting valuation studies using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems, and developing detailed financial forecasts and cash flow models to be used in damages calculations.
- Utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis.
- Preparation of Utility Annual Reports and review of compliance issues as required by the Bond Resolutions.

Provided Utility Consulting Professional Services to entities including:

- | | | |
|------------------------|----------------------------|-----------------------------|
| - Comm Wtr Systems, AR | - Hot Springs, AR | - Hot Springs Village, AR |
| - Chino Valley, AZ | - San Luis, AZ | - Tonto Village DWID, AZ |
| - Willcox, AZ | - Yuma, AZ | - Bay Laurel Center CDD, FL |
| - Bay County, FL | - Bella Collina CDD, FL | - Belle Isle, FL |
| - Cape Coral, FL | - Citrus County, FL | - Clermont, FL |
| - DeLand, FL | - Eustis, FL | - Fellsmere, FL |
| - Fernandina Beach, FL | - Fort Meade, FL | - Fort Myers Beach, FL |
| - Fruitland Park, FL | - Indian River Shores, FL | - Indigo Lakes CDD, FL |
| - JEA, FL | - Lake Hamilton, FL | - Lake Worth, FL |
| - Longboat Key, FL | - Mulberry, FL | - Montverde, FL |
| - Nassau County, FL | - North Miami Beach, FL | - North Port, FL |
| - Orange City, FL | - Ormond Beach, FL | - Oviedo, FL |
| - Palm Bay, FL | - Polk City, FL | - Port St. Lucie, FL |
| - Sanibel, FL | - Sarasota County, FL | - Seminole County, FL |
| - South Daytona, FL | - Tymber Creek Utility, FL | - Vero Beach, FL |
| - Winter Haven, FL | - Winter Park, FL | - Dunn, NC |
| - Greensboro, NC | - Hillsborough, NC | - Lexington, NC |
| - Chickasha, OK | - Clemson, SC | - Mount Pleasant, SC |
| - Brownsville, PUB, TX | - Celina, TX | - Galveston, TX |
| - Hondo, TX | - League City, TX | - Liberty Hill, TX |
| - SSLGC, TX | - Van Alstyne, TX | - West Harris Co. RWA, TX |

Other Selected Relevant Experience

Town of Longboat Key, FL – Utility Undergrounding District: Developed assessment methodology associated assessment listing for two projects to underground the electric utility system throughout the Town. As the Town is located within two counties, the database and assessment roll information had to be standardized to make the methodology application compatible for both County Property Appraiser and Tax Assessor offices. Both of the projects

required a referendum and public vote. In addition to preparing the methodology and assessment rolls, participated in the bond validation hearings to obtain debt financing for the undergrounding project.

Schertz-Seguin Local Government Corporation, TX – Water Lease Audit: Reviewed and verified water lease payments to its various leaseholders. Project included reviewing lease terms and calculating payments in accordance with lease terms and conditions; tying owner information to property appraiser data records where available; developing an interactive spreadsheet model to be used for future calculations and updates moving forward in accordance with lease provisions; and identifying any over/underpayments for individual leases for the prior two fiscal years.

City of Oviedo, FL – Streetlight Assessment Program: Developed a non-ad valorem street light assessment program to recover the annual costs associated with maintaining and operating the streetlights throughout the City. The project included developing a defensible methodology to assign costs to each property as well as the associated assessment role.

Bay Laurel Center CDD (Ocala, FL) – Comprehensive Water, Wastewater, and Reclaimed Water Rate Study: The main objectives of this study were to 1) develop rates that would further promote water resource conservation and continue to provide revenue sufficiency; 2) modify reclaimed water rates; and 3) and recommend a comprehensive list of miscellaneous charges.

Bay Laurel Center CDD, FL (Ocala, FL) - Financial Feasibility Report, Series 2022 Bonds: Feasibility Consultant. Prepared the Financial Feasibility Report for inclusion in both the Preliminary Official Statement and Official Statement for the Water and Sewer Refunding and Revenue Bonds, Series 2022. The Bonds were being issued to refund the Series 2011 Bonds, finance a portion of the cost of the Series 2022 Projects, and pay the costs of issuance of the Series 2022 Bonds. In addition to the bond funds of approximately \$154 million, the District has received the Federal Wastewater Grant (WG028) for \$26.1 million from the Florida Department of Environmental Protection (FDEP) for use towards the design and construction of the North Water Reclamation Facility. In addition, the District plans to use \$16.55 million from the Surplus fund towards the 2022 Projects.

City of Vero Beach, FL – Water, Wastewater, and Reclaimed Water Financial and Operational Optimization Report: Identified and modeled optimization options including reviewing and recommending engineering, efficiency, cost center, revenue and expense, staffing, funding, and billing options. Included benchmarking against industry standards and comparative utilities; Billing Frequency Analysis on customer data; comparing alternate rate structures; and completing a Readiness-to-Serve Charge Study.

Mulberry, FL – Wastewater Treatment Program: Implemented funding strategies and bridge financing alternatives for the Wastewater Improvements Program. Prepared multiple comparisons and utility rate financial explorations. Assisted in rate adjustments and revenue sufficiency analysis for water and wastewater. Obtained 66% grant for program implementation through the State Revolving Fund. Acted as FDEP liaison during construction.

City of Vero Beach, FL – Water, Wastewater, and Reclaimed Water Systems Valuation: Prepared a valuation report to determine the approximate value of the City's water, wastewater, and reclaimed water systems. Valuation included a value for the entire system as well as a value for two fractional components: mainland unincorporated areas and within the City limits on both the mainland and beach areas. The valuation services included acquiring historic background information and documentation, performing field inspections, and asset verifications. Three methodologies were used in the final report which included the Cost Approach, Income Approach, and Comparable Sales Approach. Additionally, the report included an analysis of the economic and financial impacts to the City and the General Fund as a result of the potential sale of the systems.

City of Polk City, FL – Consulting Engineer's Report: Created rate/optimization model which identified optimization options and projected financial feasibility and sustainability. Worked with staff to reduce costs, add revenue streams, revamp billing practices for more appropriate cost recovery and refinance outstanding debts to receive additional funding for upgrading their systems, bringing the City from negative cash flows and near-dissolution to a position of financial strength.

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: Electric AMI Project

ITEM TITLE: Discussion and possible action on Electric AMI submittals to the Grand River Dam Authority and move forward with the electric meter AMI project

INITIATOR: General Manager
Director of Finance
Electric Supertintendent

STAFF INFORMATION SOURCE: Utility Technology Services
Grand River Dam Authority

BACKGROUND: Staff has recently completed a review of the electric AMI project and has selected Utility Technology Services, Inc. (UTS) to provide the AMI system for both the electric and water utilities. Staff has reviewed the number and types of electric meters that will be needed from UTS. The attached sheet details the collection system, implementation, training, types and numbers of meters required, and installation of the system.

EXHIBITS: 1. Sallisaw Electric.GRDA Price Sheet

KEY ISSUES:

- The total cost is \$1,582,760.00 for the electric meters and the collection system. The collection system will also collect data from the new AMI water meters.
- Due to the need to implement this system as quickly as possible, staff has decided to contract out installation of the meters with UTS. They use a contractor that has had a long-standing relationship with UTS and is dependable.
- GRDA will finance the cost of the electric meters and the collection infrastructure over a five-year period, with zero percent interest. For this debt, we will budget approximately \$300,000.00 per year over the next five years. This will be through the Sallisaw Municipal Authority.

FUNDING SOURCE: Grand River Dam Authority

RECOMMENDATION: Staff recommends approval of the submittals and continuing with the project.

BID PRICING-SALLISAW MUNICIPAL AUTHORITY

ELECTRIC AMI METERS, COLLECTION SYSTEM, INSTALLATION

GRDA Customer: Sallisaw Municipal Authority

Description -Infrastructure Equipment	Quantity	Unit Price	Total Price
Sensus M400 Base Station	2	\$ 65,000.00	\$ 130,000.00
Trimble TDC600	2	\$ 2,000.00	\$ 4,000.00
Trimble TDC600 USB "C" to USB Female Adpt	2	\$ -	\$ -
Micro Transceiver - Bluetooth	1	\$ 750.00	\$ 750.00
Command Link	2	\$ 750.00	\$ 1,500.00
		Sub-total	\$ 136,250.00

Software Setup Fees and Training	Quantity	Unit Price	Total Price
RNI Setup Fee	1	\$ 7,960.00	\$ 7,960.00
SA-Enhanced Setup Fee	1	\$ 4,500.00	\$ 4,500.00
SA-Enhanced Billing Integration Fee	1	\$ 6,875.00	\$ 6,875.00
RNI Education Fee - Remote	1	\$ 1,500.00	\$ 1,500.00
SA-Enhanced Education Fee - Remote	1	\$ 1,500.00	\$ 1,500.00
		Sub-total	\$ 22,335.00

Annual Hosting Fees -year 1	Quantity	Unit Price	Total Price
Annual RNI Hosting Fee	1	\$ 26,985.00	\$ 26,985.00
Annual SA-Enhanced Hosting Fee - Electric - Year 1	1	\$ 10,445.00	\$ 10,445.00
Annual SA-Enhanced Hosting Fee - Water - Year 1	1	\$ 6,965.00	\$ 6,965.00
		Sub-total	\$ 44,395.00

Meters	Quantity	Unit Price	Total Price
Sensus Stratus IQ - 1S, CL100, 120v-RD	20	\$ 225.00	\$ 4,500.00
Sensus Stratus IQ - 2S, CL200, 120/240v-RD	4,180	\$ 225.00	\$ 940,500.00
Sensus Stratus IQ - 3S, CL200, 120/240v	4	\$ 225.00	\$ 900.00
Aclara kv2c - 3S, CL20, 120/480v	4	\$ 560.00	\$ 2,240.00
Aclara kv2c - 4S, CL20, 120/480v	60	\$ 560.00	\$ 33,600.00
Aclara kv2c -9S, CL20, 120/480v	148	\$ 560.00	\$ 82,880.00
Aclara kv2c - 16S, cl200, 120/480v	80	\$ 560.00	\$ 44,800.00
Aclara kv2c - 36S, cl20, 120/480v	12	\$ 560.00	\$ 6,720.00
	4,508	Sub-total	\$ 1,116,140.00

Description - Mobilization and Bonds	Quantity	Unit Price	Total Price
Mobilization	1	\$ 5,500.00	\$ 5,500.00
Bonds	1	\$ -	\$ -
		Sub-total	\$ 5,500.00

BID PRICING-SALLISAW MUNICIPAL AUTHORITY
ELECTRIC AMI METERS, COLLECTION SYSTEM, INSTALLATION

GRDA Customer: Sallisaw Municipal Authority

Description - Installation	Quantity	Unit Price	Total Price
Installation -Single Phase Electric Meter- 1S/2S	4,192	\$ 55.00	\$ 230,560.00
Installation -Single Phase Electric Meter-3S	4	\$ 55.00	\$ 220.00
Installation - Poly Phase Electric Meter	304	\$ 90.00	\$ 27,360.00
	<u>4,500</u>	Sub-total	<u>\$ 258,140.00</u>

TOTAL PROJECT COST \$ 1,582,760.00

GRDA Customer: Sallisaw Municipal Authority
Address: P.O. Box 525, Sallisaw, OK 74955
Phone: (918) 775-6241
Name/Title Signatory: Keith Skelton, General Manager

Signature of Authorized Signatory: _____

Keith Skelton, General Manager

Date: _____

Company: Utility Technology Services, Inc
Address: 9636 W. Reno Ave, Oklahoma City, OK 73127
Phone: (405) 605-0118
Authorized Signatory: Jeff Shultz, Account Manager

Signature of Authorized Signatory: _____

Name & Title: _____

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: AMI Water Meters

ITEM TITLE: Discussion and possible action to award bid for AMI water meters to Utility Technology Services, Oklahoma City, OK, for the purchase and installation of AMI Water Meters, in the amount of \$1,514,300.00

INITIATOR: General Manager
Director of Finance

STAFF INFORMATION SOURCE: Bid Requests

BACKGROUND: On March 29, 2024, staff opened bids for AMI water meters. We received one bid.

1. Core and Main, no bid
2. Utility Technology Services (UTS), \$1,514,300.00

EXHIBITS: 1. Meter Contract Form - agreement UTS-SALLISAW

KEY ISSUES:

- Staff was required to issue a bid document for AMI water meters after OWRB would not accept the GRDA process we recently went through on AMI electric and water meters. We fulfilled the OWRB request in order to remain in the running for the SRF loan we are seeking. This loan, if awarded to the SMA, would also be forgiven at the end of the project. Award of this will allow us to proceed with the OWRB loan application and allow us to prepare for placing orders for the water meters.
- Staff notes, with the award of water meters to UTS, the city water and electric system will be metered by Sensus meters.
- This contract will replace previous action approved between SMA and UTS.
- This contract is also contingent upon SMA receiving the OWRB loan we are currently seeking.

FUNDING SOURCE: SMA Bond Funding, or OWRB SRF Loan

RECOMMENDATION: Staff recommends
a.) Acceptance of the bids.
b.) Award contract to Utility Technology Services in the amount of \$1,514,300.00

AGREEMENT

This "Agreement" is made as of April __, 2024 ("Effective Date"), by and between the Sallisaw Municipal Authority, with offices located at 115 E. Choctaw – Sallisaw, OK. 74955 (the "Owner") and Utility Technology Services, Inc. an Oklahoma Corporation, with offices located at 9636 W Reno Ave, Oklahoma City, OK 73127 ("Distributor"), and .

Recitals:

- A. Distributor is an independent distributor serving a market area for products made by Sensus USA, Inc. ("Sensus"), including electric and water flow measurement products, Automatic Meter Reading (AMR), and Advanced Metering Infrastructure (AMI).
- B. the Owner desires to purchase from Distributor such products and services as described in the attached **Exhibit A** (the "Project").
- C. the Owner has entered, or will enter, into an Advanced Metering Infrastructure Agreement with Sensus (the "AMI Agreement").
- D. Contract is pending based on funding being granted by the OWRB-CWSRF or any other type of funding agency. Owner also agrees that if funding is secured by the Federal Government's BABA program, Owner will secure a waiver for Distributor allowing Sensus Metering Systems as their selected product.

In consideration of these premises and the mutual agreements hereinafter set forth, the parties agree as follows:

- 1. **Incorporation of Recitals.** All of the Recitals are true and incorporated herein by reference.
- 2. **Contract Amount.** The Owner agrees to pay to Distributor the sum not to exceed One Million Five Hundred Fourteen Thousand Three Hundred and 00/100 (\$1,514,300.00) adjusted based on Owner selection to have Distributor perform installation tasks for those items described in **Exhibit A** (the "Contract Price"). For any items relating to the Project in addition to those set forth on **Exhibit A**, the Owner shall pay the price, and in the manner, as invoiced by Distributor.
- 3. **Schedule of Work.** The parties agree to the following estimated schedule of work:
 - a. Distributor is not required to place any order for any product until the Effective Date.
 - b. Distributor shall install the base stations first, and within 90 days from the Effective Date.
 - c. Distributor shall complete the meter and Smart Point installation within 180 days after all product has been delivered to Sallisaw and if the installation is selected by (Owner).
 - d. If Distributor is delayed in performance of any of its obligations under this Agreement by any cause beyond its control, then it shall be entitled to an extension of time for any deadlines set forth herein, commensurate with length of such delay.
- 4. **Terms of Sale.** Except as modified herein, all purchases will be governed by Distributor's Terms

and Conditions of Sale, which Terms and Conditions can be located at <https://www.utssupply.com/Terms-and-Conditions-of-Sale>, and which Terms and Conditions are incorporated by reference into this Agreement. In no event shall any terms in any purchase order, confirmation or other document issued by the Owner or its agents or representatives be binding on Distributor.

- a. **Payment.** Distributor may invoice the Owner for goods sold under this Agreement when such goods are delivered to Distributor at Distributor's staging site(s) in or around Texhoma, Oklahoma. Distributor may invoice the Owner monthly for services under this Agreement for the amount of goods installed, or other services provided, the previous month. The Owner shall pay Distributor the invoiced amounts within 21 days of receipt of the invoice. A time-price differential charge equal to 1.7% per month (20.4% per annum) will be charged on all balances not paid when due. If the Owner's financial responsibility shall become unsatisfactory to Distributor at any time and for any reason, Distributor shall have the right, in addition to whatever other rights Distributor may have at law or equity, to require payment in cash or to obtain satisfactory security from the Owner before making any further deliveries. In case any payment is not made when due, Distributor shall have the right, in addition to its other remedies, to seek specific performance of this Agreement, to suspend any further deliveries, alter payment terms, or terminate this Agreement. Approval of credit for one or more deliveries shall not be deemed a waiver of this provision.
- b. **Hosting Fee.** If the Owner has purchased hosting services, then Owner shall pay for such hosting services within 30 days of the invoice date. If Owner fails to pay for the hosting services within 30 days of the invoice date, then without further notice or opportunity to cure, Contractor may terminate the hosting services, which will result in Owner's inability to access meter data.
- c. **Limited Installation Services Warranty, Exclusive Remedy, Exceptions and Disclaimer.**
 - i. Distributor warrants that its installation services will be free from defect for one (1) year following installation. The one year period begins to run on the date the individual product was installed. The Owner shall notify Distributor in writing of any claimed defect within thirty (30) days following the appearance of such defect. Failure of the Owner to provide such notice will void this Limited Installation Services Warranty.
 - ii. Extent of Warranty Obligations/Exclusive Remedy: Subject to the exceptions set forth below, Distributor's obligations under this Limited Installation Services Warranty are limited to the costs of correcting the defect attributable to Distributor's installation services. Except for such costs of correction, Distributor shall not be liable to the Owner or any other person or entity for damages of any kind, including, without limitation, indirect, special, incidental, consequential or punitive damages, arising from the goods or services sold hereunder or in connection with the use or inability to use such goods or services for any purpose whatsoever, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise. In no event shall Distributor incur any liability whatsoever for damages of any kind arising out of or relating to delay in

delivery. Without narrowing the breadth of the type of damages excluded by this provision, which provision shall be interpreted as broadly in favor of Distributor as the law permits, the following damages are specifically excluded:

1. Any damages for lost revenue, including without limitation, revenue relating to electricity, gas or water consumption;
2. Any damages relating to transportation of goods; and
3. Any damages relating to manual meter reading costs and expenses.

iii. Exceptions to Limited Installation Services Warranty:

1. Distributor does not warrant any goods sold under this Agreement in any respect, such sale being on an “As Is” basis. Distributor does, however, hereby assign to the Owner any and all manufacturer’s warranties relating to such goods sold under this Agreement to the extent such warranties are assignable. If this assignment is held to fail for any reason, then the Limited Warranty described above shall apply with respect to the goods sold.
2. This Limited Installation Service Warranty does not cover bodily injury or property damage to property other than the product installed by Distributor.

iv. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, DISTRIBUTOR DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE GOODS AND SERVICES SOLD HEREUNDER, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION DESCRIPTION, QUALITY, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. NO PERSON, INCLUDING THE OWNER AND/OR SENSUS, IS AUTHORIZED BY DISTRIBUTOR TO MAKE WARRANTIES OR ASSUME ANY LIABILITY FOR DISTRIBUTOR WITH RESPECT TO THE GOODS OR SERVICES SOLD HEREUNDER. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED ON BY THE OWNER AND ARE NOT PART OF THIS AGREEMENT. DISTRIBUTOR’S WARRANTY OBLIGATIONS AND THE OWNER’S REMEDY ARE SOLELY AS STATED IN THIS AGREEMENT.**

- v. The disclaimer of warranties and limitation of liabilities set forth herein and/or in Distributor’s Terms and Conditions of Sale shall apply even if the express warranty set forth above fails of its essential purpose. The Owner acknowledges and agrees that Distributor has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties. No other remedies shall be available to the Owner other than as set forth herein.

- vi. Warranty Servicing Agent. Without accepting any liability for, or extending any warranty relating to, the goods sold under this Agreement, Distributor agrees to act as

a Servicing Agent for the Owner's warranty claims against the manufacturer of such goods, so long as a valid warranty remains with respect to such goods. In that regard, Distributor will communicate such claims by the Owner to the manufacturer and use reasonable efforts to work with the manufacturer to satisfy the claim. The Owner may at all times contact the manufacturer directly and Distributor is not responsible for any delay, expense, costs or damages of the Owner relating in any way to such warranty claims.

- d. **Notice of Claims.** The Owner shall inspect the goods provided by Distributor immediately upon delivery. Notice of any claim for shortage or defects discoverable on such inspection shall be made to Distributor within fifteen (15) days thereafter. The Owner shall, upon Distributor's request, furnish reasonable proof of any claimed defect and Distributor shall be given an opportunity to investigate. Failure of the Owner to give notice of any claim within the specified period shall be deemed an absolute and unconditional waiver of such claim.
- e. **Risk of Loss.** The goods sold pursuant to this Agreement are sold F.O.B. Distributor's place of business. The Owner assumes responsibility for all costs of transportation. If Distributor assists the Owner in this regard, it is agreed that such assistance is gratuitous, and Distributor shall have no obligation or liability arising out of such assistance. Distributor's responsibility for carriage of goods, if any, is addressed in paragraph 8.
- f. **Force Majeure.** Distributor shall not be liable for any delay or impairment of performance resulting in whole or in part from any cause beyond Distributor's control including, without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor or materials, inability to procure the goods or raw materials, severe weather conditions, changes of law or regulation, inaccessibility of any worksite not caused by Distributor, or any other circumstance or cause beyond Distributor's control. Such excuse from performance shall extend so long as the event continues to delay or impair Distributor's performance.
- g. **Field Representatives.** The services of Distributor's representatives in the field are offered on request and when personnel are available for such period of time and for such charge as Distributor deems appropriate. Any such service is offered only on the condition that Distributor shall not be deemed to have approved of, or in any manner to have assumed responsibility for, the engineering, design, supervision, inspection, or quality of the workmanship of the AMR products and/or the AMI System.
- h. **Miscellaneous.**
 - i. Unless specifically noted otherwise, prices do not include present or future federal, state or local taxes. All taxes shall be the responsibility of the Owner.
 - ii. Prices do not include the cost of any independent laboratory inspection if such should be required.
 - iii. Quoted deliveries are based on estimates at the time of quotation. Distributor will devote its best efforts to meeting the delivery schedules but assumes no liability for additional costs or damages resulting from later deliveries.

5. **Additional Contract Documents.** The following attachments to this Agreement identify and clarify the parties' responsibilities pursuant to this Agreement, and are incorporated herein by reference. To the extent any term of this Agreement conflicts with anything set forth in the attachments identified in this paragraph, the terms of this Agreement will control.
 - a. Distributor Responsibilities. **Exhibit B.**
 - b. The Owner Responsibilities. **Exhibit C.**
6. **Costs of Collection.** If either party shall default in any way on obligations under this Agreement, including without limitation the failure to make a timely payment, then the breaching party shall be liable to the other party for all costs of collection including, but not limited to, attorney's fees and expenses.
7. **Insurance/Bonding.** The Owner agrees to maintain and pay for such insurance coverage as is customary for entities such as the Owner, and in the amounts as is customary for entities such as the Owner. The Owner agrees and acknowledges that Distributor is entering into this Agreement in reliance on the Owner's representation that the policies of insurance contemplated by these provisions will be in place, with all premiums paid.
 - a. Such coverage must be maintained in a form and with companies acceptable to Distributor and must, notwithstanding the requirements of this section, cover bodily injury, and property damage.
 - b. Each policy of insurance must name Distributor as an additional named insured, on a primary and non-contributory basis, which may not be limited, and must provide that the same may not be canceled or altered, except upon thirty (30) days prior written notice to Distributor.
 - c. In the event any policy or policies of insurance that the Owner is required to maintain is written on a "claims made" insurance form, each policy must have a "retroactive date" which is not later than the date on which the parties entered into their agreement. Furthermore, should insurance coverage be written on a "claims made" basis, the Owner's obligation to provide insurance must be extended for an additional period equal to the statute of limitations for such claims in the State of Oklahoma, plus one year.
 - d. By executing this agreement, and thereafter upon request, the Owner must provide to Distributor a certification, signed by an authorized agent of the Owner and sworn to before a notary public under penalty of law, of the following: the Owner hereby certifies that it has not cancelled any insurance described herein, and that the Owner has not delivered, sent by overnight courier, mailed, faxed, sent by telegram, or transmitted by any other means any notice of cancellation of such insurance.
 - e. Certificates evidencing coverage by the policies of insurance identified in the provisions of this Agreement (the "Policies"), must be delivered to Distributor prior to the delivery of any goods or services and from time to time thereafter at Distributor's request. The delivery to Distributor of current certificates is an absolute condition precedent to any obligation by Distributor to the Owner.

- f. The Owner is independently responsible for any desired coverage against damage or loss to its own materials, facilities, roofs, equipment, scaffolds, bracing and similar items not covered by other policies of insurance.
 - g. Distributor and the Owner waive all rights against each other, including, but not limited to, rights of subrogation for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.
- 8. **Shipping Terms.** In addition to the other terms and conditions of sale, the following terms and conditions shall apply to Distributor's carriage of goods when Distributor is accommodating the Owner by delivering to the Owner, or on the Owner's behalf, goods that are purchased by the Owner from Distributor.
 - a. The Owner's signature on a Shipping Manifest or similar document will be evidence of receipt of the goods identified in the Shipping Manifest and related documents in apparent good order and condition.
 - b. Distributor's liability for carriage of goods will end when Distributor arrives at the intended shipment destination or, as applicable, if Distributor is required by contract to unload the goods, when Distributor completes the unloading of goods at the intended shipment destination.
 - c. To pursue any claim arising from Distributor's carriage of goods, the Owner's claims must be filed with Distributor no later than 9 months after the delivery of the goods. Any civil action to recover damages or amounts claimed arising from carriage of goods must be commenced, if at all, within two (2) years after the delivery of the goods. Any claims not filed within the nine (9) month limitations period or suits not instituted within the two (2) year period are barred and Distributor will have no liability for such claims.
- 9. **Assignment.** The parties hereto have entered into this Agreement intending to be bound hereby, and this Agreement shall be a binding enforceable agreement and shall inure to the benefit of, and be enforceable by, the parties hereto, and to the parties' successors and permitted assigns. The rights granted to the Owner hereunder are personal and not transferable and the Owner shall not assign or transfer, directly or indirectly, any of its rights or obligations under this Agreement without the prior written consent of Distributor, which consent may be withheld for any reason or for no reason. Any attempted assignment or transfer by the Owner without the prior written consent of Distributor shall be void.
- 10. **Entire Agreement; Severability; Amendments; Waiver.**
 - a. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. All terms and conditions, representations and operative terms representing the parties' agreement are set forth herein, and the parties acknowledge that there are no other terms and conditions, representations or other operative terms of this Agreement. Neither party shall be entitled to plead that there were additional inducements or oral terms.
 - b. If any provision of this Agreement shall be determined to be invalid or unenforceable

under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

- c. No modifications, alterations, amendments, or variations of this Agreement shall be binding against Distributor unless the same is specifically set forth in a written contract signed by Distributor. Changes to the scope of the Project and the Contract Price may be made by Distributor by way of invoice. No such change by Distributor shall be effective if, within 10 days of receipt of such invoice, the Owner objects in writing.
 - d. No waiver shall be deemed to have occurred unless the same is in writing and validly executed by each of the parties hereto. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.
 - e. The Owner hereby acknowledges and represents and warrants to Distributor that it has, as of the Effective Date, no legal claim or cause of action against Distributor of any nature whatsoever. Any and all claims or causes of action of any nature whatsoever, be it under a contract (including, without limitation, any earlier distribution agreement or representative agreement) in tort, under statute or otherwise, that the Owner could assert or bring against Distributor based on any facts arising prior to the Effective Date are hereby waived and released by the Owner. If the Owner asserts any such claim or cause of action, Distributor is entitled to all legal costs and attorneys' fees it incurs in defending such claim or cause of action.
11. **Governing Law/Jurisdiction-Venue/Statute of Limitations:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its conflict of law doctrine. By entering into this Agreement, the Owner waives any right to a jury trial. By entering into this Agreement Distributor agrees to submit itself to jurisdiction in Oklahoma and to venue in any state or federal court located in Canadian County, Oklahoma. **THE OWNER WAIVES ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY IF NOT BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST ACCRUED TO THE OWNER.**
12. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
13. **Definitions.** The definitions in the AMI Agreement are incorporated by reference into this Agreement, except that any term defined in this Agreement shall be interpreted as defined in this Agreement.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Sallisaw Municipal Authority

Utility Technology Services, Inc.

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A – PROJECT DESCRIPTION

Description - Water Meters - Solid State			
Description	Quantity	Unit Price	Total Price
Iperl Meters - 3/4"	1,860	\$ 160.00	\$ 297,600.00
Iperl Meters - 1"	1,240	\$ 270.00	\$ 334,800.00
Smart Points 520M - Single Port	3,100	\$ 195.00	\$ 604,500.00
Total			\$ 1,236,900.00
Description			
Description	Quantity	Unit Price	Total Price
Mobilization	1	\$ 5,500.00	\$ 5,500.00
Bonds	1	\$ 11,500.00	\$ 11,500.00
Total			\$ 17,000.00
Description			
Description	Quantity	Unit Price	Total Price
Installation - 3/4" Water Meter	1,860	\$ 80.00	\$ 148,800.00
Installation - 1" Water Meter	1,240	\$ 90.00	\$ 111,600.00
Total			\$ 260,400.00
Project Total:			\$ 1,514,300.00

EXHIBIT B – DISTRIBUTOR RESPONSIBILITIES

Distributor's obligations relating to the Project are as follows:

1. General Responsibilities:
 - a. To provide a project manager to coordinate all of Distributor's work pursuant to this Agreement, which project manager shall be the Owner's main point of contact for the installation of the goods purchased under this Agreement.
 - b. Distributor may subcontract all or a portion of the work contemplated hereunder.
 - c. As it relates to installation of meters, Distributor agrees to:
 - i. Exchange existing water meters with new meters at targeted locations.
 - ii. Program the FlexNet endpoint.
 - iii. Take digital photographs of exceptions identified in the field.
 - iv. GPS coordinate collection.
 - v. Drill or replace meter box lids, where applicable.
 - d. Distributor shall not be responsible for the following:
 - i. Re-plumbing existing meter services.
 - ii. Work to correct lay length discrepancies. Any work that would be required because the existing meter has a different lay length than the specified new meter to be installed is not part of the Project. Any such work shall be performed, if at all, on a time and materials basis.
 - iii. Repair or correct any pre-existing code violations.
 - iv. Repair existing meter pits or lids.
 - v. Be required to dig out full meter boxes (some slight soil removal will be performed).
 - e. Over the duration of the project, some service locations may be turned back to the Owner for repair if the meter service is deemed "inaccessible." Once the repair is made by the City, and so long as Distributor has completed 95% or less of the Project, Distributor will return and install the new meter and AMR transmitter using normal installations techniques. If the repair is made when Distributor has completed more than 95% of the Project, then Distributor shall not be required to return and install the new meter and AMR transmitter.
 - f. "Inaccessible" is generally defined as a meter service location that is in a condition that prevents the removal of the existing meter and installation of a new meter using reasonable installation techniques. Conditions that may cause a meter to be classified as "inaccessible" include:
 - i. Locations where a faulty valve prevents Distributor from shutting off the water to the point where changing the meter is not practicable.
 - ii. Locations where the meter flange or coupling is located outside of the meter pit or is incased in concrete making it inaccessible.
 - iii. Locations where the meter box is not appropriate for installation of the meter due to being too full of debris or otherwise incapable of being properly accessed.

- iv. Locations that cannot be reached and require that the lid ring and/or meter vault be removed to facilitate access.
 - v. Meters where the City's customer prevents Distributor from accessing the meter after three documented attempts are made to perform the change-out or schedule an appointment.
 - vi. Locations where corrective or additional plumbing is required.
 - g. Any repair, remediation or remedy by the Owner called for herein must be performed within 2 weeks of receipt of notice that such repair, remediation or remedy is necessary. If the repairs, remediation or remedies are not timely made, then Distributor is not required to perform the installation services at the location at issue, and the required metering products (meter, register, and transmitter) will be turned over to representatives of the Owner for installation at their convenience.
2. Responsibilities Relating to Sensus Network:
- a. Distributor has no responsibilities relating to Sensus network because the hardware and data management software will be housed at Sensus' Data Operations Center.
3. FlexNet Base Station Responsibilities:
- a. To provide to the Owner the appropriate current FlexNet Base Station Installation Guide to allow the Owner to perform the necessary site preparation work.
 - b. To install, setup and configure FlexNet Base Station.

EXHIBIT C – THE OWNER’S RESPONSIBILITIES

The Owner’s obligations relating to the Project are as follows:

1. General Responsibilities:
 - a. To provide a key point of contact to communicate with and be the interface with Distributor’s project manager to ensure timely installation of the AMI System.
 - b. To provide legal access to all locations necessary to allow Distributor to perform the work contemplated by this Agreement.
 - c. To pay all fees relating to network access for all sites where network access is needed.
 - d. To provide a communication link between the Sensus network and the FlexNet Base Station.
 - e. To purchase or acquire such hardware and/or software as necessary to connect the Sensus network to the Owner’s network.
 - f. To pay for all fees relating to any software needed or used in connection with the work contemplated by this Agreement including but not limited to all Software identified in the AMI Agreement.
 - g. After installation of the SmartPoint Modules, to be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. To investigate any non-reporting SmartPoint Modules to ensure that no cut wires, improper installation or improper programming exists, and to resolve all date entry errors in the AMI System.
 - h. To provide to the Distributor a SmartPoint Module installation schedule, shipment quantities and overall Project timeline.
 - i. To pay any taxes, renewals, regulatory or licensing fees associated with any work contemplated by the Agreement.
 - j. To apply for and purchase all required work or other permits.
 - k. To timely conduct repairs of meter service locations that are deemed “inaccessible.”
2. Responsibilities Related to Sensus Network:
 - a. Obtain and pay for the acquisition and maintenance of the static IP addresses need to access the Sensus network and equipment, and provide the IP address to Sensus.
 - b. Take all steps necessary to allow the Owner’s existing billing software to interface with the Sensus network.
 - c. Provide all equipment and services necessary for any computer redundancy and/or backup system, including power backup.
 - d. Provide to Sensus remote network access to allow Sensus to provide technical support.
3. FlexNet Base Station Responsibilities:

- a. To purchase the required number of Base Stations as identified by Sensus in the Propagation Analysis.
- b. To provide all products and services as identified in the applicable FlexNet Base Station Installation Guide.
- c. To provide an area at the Base Station for installation, if the Base Station is installed at a site provided by the Owner.
- d. To provide a power source to the Base Station. All necessary electric requirements will be located within 1 foot of the final location of the Base Station installation. If trenching of the power line is needed, the Owner will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source to the Base Station cabinet. All electrical equipment and work will be installed and performed in accordance with local codes.
- e. To provide internet access to at the site where the Base Station is located to allow the FlexNet Base Station to communicate with the Sensus network.
- f. To provide CAT 5 UV and weather resistant network cabling from the internet network service provider access link to the Base Station cabinet. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface with the Base Station, such as juniper router, firewalls, switches, etc., will be provide by the Owner.
- g. To provide any conduit or trenching needed to run the internet data cable to the Base Station, and to ensure that the internet data cable is located within 1 foot of the final location of the Base Station.
- h. To provide connectivity information to Sensus (for example, IP address, default gateway and/or sub-net mask).
- i. To provide a proper ground field at the Base Station site.
- j. To provide a suitable antenna mounting structure such as a tower, monopole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: Investment

ITEM TITLE: Discussion and possible action on staff's request to invest a Sallisaw Municipal Authority 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 Sallisaw Municipal Authority Certificate of Deposit. Armstrong Bank, Local Bank, Firststar Bank and National Bank returned quotes. Staff requests approval to deposit with Local Bank of Sallisaw for 280 days at 5.47%.

EXHIBITS: 1. SMA - CD QUOTES

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest a Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 280 days at 5.47% interest.

SALLISAW MUNICIPAL AUTHORITY

**REDEPOSIT
OF
TEMPORARILY IDLE FUNDS**

APRIL 10, 2024

<u>Fund</u>	<u>Amount</u>
SALLISAW MUN AUTH	\$500,607.39

<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 below beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun Auth	\$500,607.39*	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 Sallisaw Municipal Authority, immediately following 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: Armstrong Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun Auth	\$500,607.39*	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 Sallisaw Municipal Authority, immediately following 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



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 below beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun Auth	\$500,607.39*	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 Sallisaw Municipal Authority, immediately following 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: Firststar Bank

March 27, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on April 10, 2024:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun Auth	\$500,607.39*	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 Sallisaw Municipal Authority, immediately following 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:

Firststar Bank

Date: 3-28-24

By: SVP

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds Lease

ITEM TITLE: Discussion and possible action on the Lease Agreement between Ralph Jones and The Sallisaw Municipal Authority for use of rodeo grounds; and authorize the city attorney, city manager, and/or city clerk to finalize details of insurance and payment

INITIATOR: Ralph Jones

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: Mr. Jones is requesting to utilize the rodeo arena for a rodeo on May 10th and 11th. No contact was attempted (email and phone call w/ VM left), but no contact was made with Mr. Jones at the time of posting agendas regarding insurance.

EXHIBITS: 1. Rodeo Grounds.2024.Jones, Ralph

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval with the contingency that insurance is provided and approved by City Attorney and payment is received.

LEASE AGREEMENT

This lease made and entered into by and between the Sallisaw Municipal Authority, a public Trust, hereinafter referred to as "LESSOR", and the Ralph Jones, of 9747 Highway 217, Charleston, Arkansas 72933, hereinafter referred to as "LESSEE".

That LESSOR, in consideration of the payment of the usage fee as provided in the Fee Schedule of the LESSOR, hereby leases to LESSEE for the purpose of operating and maintaining a rodeo facility and facility useful for similar events on the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

A part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 122 feet East of the NW corner of the said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence East 356 feet; thence South 01° 45' West 471 feet; thence North 88° 25' West 118 feet; thence North 71° 51' West 212 feet; thence North 01° 10' East 306 feet; thence North 45° West 32 feet; thence North 1° 10' East 69 feet to the point of beginning,

for a certain period of two (2) days, beginning at 12:01 o'clock a.m. May 10, 2024 and ending at 12:00 o'clock p.m., May 11, 2024, with public events scheduled to be held during such period of time.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

I. Additional Property,

1. The LESSOR also grants to the LESSEE the right to use for vehicular parking purposes only, during such community entertainment event, for the term of this lease, the following described real estate situated in Sequoyah County, Oklahoma, to-wit:

A part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 488 feet West of the NE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East; thence South 23° 30' West 255 feet; thence South 80° 0' West 47 feet; thence South 01° 15' West 360 feet; thence South 75° 45' West 290 feet; thence North 1° 40' West 202 feet; thence South 88° 25' East 98 feet; thence North 01° 45' East 471 feet; thence East 354 feet to the point of beginning, containing 4 acres more or

less.

The right to use either or both of the above described tracts of land may be cancelled by either party upon 60 days written notice to the other party, subject to any existing contracts creating financial responsibility. The LESSOR reserves the right to cancel if the property is needed for other cultural purposes, parking, industrial purposes or other similar needs of the LESSOR.

II. General

1. The LESSEE herewith has the general usage, operations, maintenance, management, and supervision of the leased property as herein described.

2. The LESSEE shall have the right to schedule and use the leased property and to develop and implement written usage rules and policies and amend or revise same. Said rules and policies shall be subject to approval of LESSOR prior to implementation, and a copy of the same shall be filed with the Secretary of the LESSOR. LESSEE agrees that any and all use of the leased property shall be on the same general terms and conditions herein denoted.

III. Fiscal

1. The LESSEE agrees to carry general commercial liability insurance for limits not less than the limits set out in the political subdivision Tort Claims Act of the State of Oklahoma, now in existence, or as hereinafter amended, which limits are presently set at One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. The LESSEE agrees to carry such liability insurance to protect both the LESSEE and LESSOR and the CITY OF SALLISAW from any liability for personal injury or property damage on account of any sponsored events and/or scheduled activities carried out and/or held on the real estate described above. LESSEE agrees to furnish the LESSOR a certificate of such insurance or a copy of such insurance policy.

2. LESSOR shall provide standard insurance coverage of the property leased hereunder in and to the same for as LESSOR does other similar property owned by LESSOR.

IV. Accounting

1. LESSOR shall not require a fiscal accounting for the scheduled event relating to any receipts and/or disbursements on any and all activities associated with the leased property.

V. Facility

1. LESSEE shall be required to maintain the leased property and return the same in the same condition as it was when leased. It is mutually agreed that any repair, maintenance and/or improvement made shall be in compliance to applicable City's building, electrical and plumbing codes. LESSOR shall not be restricted to general access of property leased herein.

2. LESSEE and LESSOR herewith acknowledge and concur that any and/or all personal property, equipment, appurtenance not of a permanent nature made to and/or on the leased property by the LESSEE shall remain the property of the LESSEE; and said LESSEE shall have 2 calendar days to remove such property at the end of the term stated herein.

3. LESSEE agrees to sponsor and conduct and/or cause to be conducted a two (2) day community entertainment event, a rodeo, to be sponsored and conducted for the general welfare and enjoyment of the Sallisaw community. Nothing herewith is to be construed or interpreted in any way, shape, manner or form to restrict and interfere with the LESSEE from charging or assessing for the usage, collecting fees, participation fees and/or admittance fees to said community entertainment facilities, services or other events. LESSOR shall have no obligation in sponsoring, conducting and/or providing of same.

4. LESSEE agrees to clean and/or cause to be cleaned the leased property during usage periods and after occupation on the same as necessary to maintain sanitary conditions and at the completion of the day's events.

VI. Term

1. This lease shall be for a term of two (2) days, beginning at 12:01 o'clock a.m. May 10, 2024 and ending at 12:00 o'clock p.m., May 11, 2024.

2. Transfer of this lease shall not be made in whole or part by the LESSEE without the express written consent of the LESSOR, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the LESSEE.

3. Sallisaw Municipal Authority shall exercise its privilege of terminating this lease only for the reason that the LESSEE is failing to comply with the terms hereof, which shall be in the sole discretion of the Board of Trustees of the Sallisaw Municipal Authority or for the reason of the grounds herein described, or if it is determined by the Authority that the Authority needs such property for other purposes such as industrial development, park, parking, water or sewage treatment plants or systems or other similar related needs.

4. In the event that any provision or portion thereof of this Lease Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall

be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Lease Agreement shall not affect the validity or enforceability of any other provision or portion of the Lease Agreement.

WITNESS OUR HANDS AND SEALS this 26th day of March, 2024.

LESSOR:

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman of the Board

ATTEST:

KIM JAMISON, Secretary

Approved as to form:

JOHN ROBERT MONTGOMERY
Sallisaw City Attorney

LESSEE:

RALPH JONES

AGENDA ITEM COMMENTARY

Meeting Date: April 8, 2024
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds Lease Agreement

ITEM TITLE: Discussion and possible action on Lease Agreement between the Sallisaw Municipal Authority and the OK JRA for use of the rodeo grounds; and authorize the city attorney, city manager, and/or city clerk to finalize details of insurance

INITIATOR: J.P. Wickett
Oklahoma Junior Rodeo Association

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: Mr. Wickett and the Oklahoma Junior Rodeo Association have requested a lease agreement for use of the rodeo grounds in order to bring a Junior Rodeo event to Sallisaw on May 4th and 5th during DiamondDaze. Non-profit status was provided, so there is no fee due. The agreement was not ready at the time of posting the agenda.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Lease Agreement between the Sallisaw Municipal Authority and the OK JRA and authorize finalization of insurance details.