

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

June 10, 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 May 13, 2024, and special meeting of May 21, 2024**
- 4. Discussion and possible action on items related to the Sallisaw Aquatics Facility - Pool Package**
 - (a) Possible action on acceptance of bids
 - (b) Possible action to award contract to Voy Construction LLC of Tulsa, Oklahoma, in the amount of \$3,342,986.27; and, authorize the General Manager to sign all necessary documents upon receiving approval from the City Attorney.
- 5. Discussion and possible action on items related to the Sallisaw Aquatics Facility - Building Package**

- (a) Possible action on acceptance of bids
 - (b) Possible action to award contract to Hoey Construction Company, of Tulsa, Oklahoma, in the amount of \$2,801,738.00; and, authorize the General Manager to sign all necessary documents upon receiving approval from the city attorney.
- 6. Possible action to recess the Sallisaw Municipal Authority meeting in order to resume the Board of City Commissioner's meeting
 - 7. Possible action to reconvene the meeting of the Sallisaw Municipal Authority
 - 8. Discussion and possible action on renewal of water contracts with Rural Water District No. 3, Rural Water District No. 4, and C.D. Water Systems, for the purchase of treated water
 - 9. Consider Approval of Resolution 2024-07; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the Sallisaw Municipal Authority, and Superseding Previous Resolutions*
 - 10. Discussion and possible action on Manager Contract for the period July 1, 2024 through June 30, 2025
 - 11. Administrative reports
 - 12. Adjourn

Posted: June 7, 2024

Time: 11:30 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

MAY 13, 2024

The Sallisaw Municipal Authority met in a regular meeting on May 13, 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 May 9, 2024, at 4:50 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, George Bormann, Clint Smith, Chris Carter, Christian Sizemore, Kayle Griffin, Daniel Emerson, Necole Emerson, Lewis Brown, Jamie Phillips,	General Manager City Attorney Secretary Director of Finance Building Development Director Economic Development Director IT Manager Senior Code Inspector Network Manager Chief Accountant Mapping Technician Part-time Admin Clerk Senior Animal Welfare Officer Superintendent - Solid Waste
Others present:	Lynn Adams; Julie Becker; Jeannie Richardson; Stephanie Goad; Lenora Skelton; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:33 p.m.

Declaration of a quorum

A quorum was declared present.

Discussion and possible action on minutes of regular meeting of April 8, 2024

Motion was made by Mendiola, seconded by Lowe, for approval of the minutes as presented.

Vote: Mendiola aye; Lowe aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and consider authorizing the purchase of property situated at the Northwest corner of Quesenbury and Elm streets by paying \$360,000.00 to be financed through note and mortgage and, to take any appropriate action authorizing Ernie Martens, Chairman of the Board to execute any instrument necessary to facilitate such, including execution of any conveyance of part of the old railroad station grounds property; and possible action on Resolution 2024-03; *A resolution authorizing the incurring of indebtedness in the amount of \$360,000.00 for the purchase of said real property*

Motion was made by Mendiola, seconded by Hamilton, for approval of property purchase and authorizing Ernie Martens to execute any instrument necessary; and approval of Resolution 2024-03. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Discussion and consider possible action on the purchase of real property situated on North Wheeler Avenue, being Lot 1 of SHH LLC Addition, and to consider paying \$445,000.00 to be financed through note and mortgage, and to take any appropriate action authorizing Ernie Martens, Chairman, to execute any instrument necessary to facilitate such purchase; and possible action on Resolution 2024-04; *A resolution authorizing the incurring of indebtedness in the amount of \$445,000.00 for the purchase of real property*

Motion was made by Mendiola, seconded by Hamilton, for approval to purchase property and authorizing Ernie Martens to execute any instrument necessary; and approval of Resolution 2024-04. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Discussion and possible action on request to declare one (1) Al-Jon Advantage 525 Landfill Compactor surplus and authorize staff to use it as a trade-in for a new unit

Motion was made by Lowe, seconded by Hamilton, to declare one (1) Al-Jon Advantage 525 Landfill Compactor surplus and authorize staff to use it as a trade-in for a new unit. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Discussion and possible action on request to purchase one (1) Remanufactured Aljon ADV 525 Landfill Compactor, with trade in, from Tri County Equipment and Repair of Pierson,

Michigan, in the amount of \$618,000.00; and authorize purchase via a lease purchase agreement through the Sallisaw Municipal Authority

Motion was made by Lowe, seconded by Bailey, for approval to purchase one (1) remanufactured Aljon Adv 525 Landfill Compactor in the amount of \$618,000.00 and authorize purchase via a lease purchase agreement. Vote: Lowe aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discuss and consider approval of SMA Resolution 2024-05, *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment (Compactor)*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-05. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

Consider Approval of Resolution 2024-06; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the Sallisaw Municipal Authority, and Superseding Previous Resolutions*

The Director of Finance reviewed changes with the Board. Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-06 with the stipulation that the residential 50-100 mb be \$49.95. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and possible action on Lease Agreement between Cadena Entertainment, LLC and The Sallisaw Municipal Authority for use of rodeo grounds on June 8 and 9, 2024 for the X Metal Riders - Moto Xtreme Circus and authorize the City Attorney and/or City Clerk to finalize agreement requirements

Motion was made by Mendiola, seconded by Bailey, for approval of Lease Agreement between Cadena Entertainment, LLC and the SMA and authorize the City Attorney and/or City Clerk to finalize agreement details. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

Administrative reports

None.

Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting. Vote: Lowe aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. The motion carried 5-0. The meeting ended at 7:46 p.m.

Approved this 10th day of June 2024.

Secretary to the Authority

(SEAL)

MINUTES

Sallisaw Municipal Authority

SPECIAL MEETING

MAY 21, 2024

The Sallisaw Municipal Authority, in conjunction with the Board of City Commissioners, met in a special meeting on May 21, 2024 , in the Council Chambers, 113 North Elm Street, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by e-mailing KXXM; by posting at city hall on May 15, 2024, at 2:45 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present: Ernie Martens, Mayor
Ronnie Lowe, Member, Ward 1
Josh Bailey, Member, Ward 2
Julian Mendiola, Member, Ward 3
Brad Hamilton, Member, Ward 4

Members absent: None

Staff present: Keith Skelton, City Manager
John R. Montgomery, City Attorney
Kim Jamison, City Clerk
Robin Haggard, Finance Director
Jessica Robertson, Business Support Manager
Gene Martin, Equipment Service Superintendent
Blakely Smith, Superintendent – Electric
Clint Smith, IT Director
Skylar Fullbright, Grants Specialist
George Bormann, Economic Development Director
John Weber, Captain
Anthony Armstrong, Fire Chief
Kayle Griffin, Chief Accountant
Kenny Shakingbush, Interim Superintendent – Street
Amy Edwards, Prevention Service Director
Micki Kimble, Coalition Manager
Ted Capps, Superintendent – Water/Sewer
CJ Eppler, Superintendent – Wastewater Treatment
Jamie Phillips, Superintendent – Solid Waste
Chris Carter, Senior Code Inspector

Others Present: Lynn Adams; others unidentified.

Meeting Called to Order

Mayor Martens called the meeting to order at 9:00 a.m.

Declaration of a Quorum

A quorum was declared present.

Presentation and Review of Proposed FY 2025 Budget

The City Manager welcomed everyone. He gave a brief overview of how the budget retreat process would work. He advised that the budget process was a challenge. He then reviewed the City's mission statement. He went over the budget process schedule. The City Manager discussed city growth, noting growing pains and the stress placed upon staff to address the growth, the many questions regarding development, and current and future infrastructure needs. He then reviewed current project in process, including the Highway 59 North electric and fiber relocation, South Cedar easement clearing and cleaning, South Cedar electric line upgrade, new aquatics park, airport projects, Landfill Cell 8A and Phase II, and the Lennington/Drake/Shilo water loop project. He then reviewed private development projects including Millison, QuickTrip, ODVA Veterans Center, housing projects, and development on South Kerr. The City Manager then reviewed FY 2024 purchases and projects along with their respective cost, totaling \$3,878,305. He then noted several items that are addressed in the FY 2025 budget.

Robin Haggard, Director of Finance, then presented an in-depth overview of the preliminary budget for FY 2025. The key elements that make up the FY 2025 budget include: anticipated revenues and planned appropriations; equipment purchases from capital improvement; building facility projects; asphalt street program; AMI system; completing Landfill Cell 8A; cleaning of Rock Branch; soccer fields; new pool and skatepark; rehabilitation of three sewer lift stations, and employee salary and benefits. The general fund revenue is made up of taxes; gross receipt taxes, permits and licenses; municipal court fines; and transfers from SMA and balance forwards. Expenses: salaries and benefits; insurances; operating supplies; maintenance; sports complex and brushy park; transfers out; and transfers for non-profit organizations. SMA type revenues: taxes from general fund; utility revenues; penalties; connection/reconnection fees; and balance forward amounts. SMA expenses: transfers out; purchase power cost; telecommunication programming; engineering fees; and debt service. Across all funds electric service provides 37% of revenue, sales tax 21%, telecommunications 8.6%, water and sewer 9.25%, and landfill and sanitation combined 10.8%. The expenses across all funds are purchased power cost 22%, salaries and benefits 32.95%, daily operations 18.61%, and debt service 8.43%. She reviewed the sales tax breakdown. She then reviewed sales tax, use tax, and the hotel motel tax amounts showing positive overall growth of all.

The General Fund Budget for FY 2025 is \$28,458,454 before any final adjustments are made, if needed. This represents a 7% increase from the prior Fiscal Year. She noted the operating departments alone show an increase of \$1.2 million in their daily operating budgets. She also noted that the contingencies are currently at \$834,119, prior to any final adjustments.

The discussion then moved to staffing levels, where the budget shows 151 full-time positions for the new budget. Staff noted two new positions including an Accountant in Finance, and a new Recreation Director for the Recreation Department. Staff then reviewed new pay plans for all city employees, including firemen and police officers. Staff also present a new longevity plan for all full-time employees.

Staff then reviewed the various pension plans of the city and their respective costs. Health insurance costs and renewals were also discussed.

The City Manager then reviewed the Capital Improvement Fund. This fund is used for items with a cost greater than \$5,000 and a useful life greater than 2 years. For the new Fiscal Year, the Capital Improvement Fund budget is \$3,788,444, before any final adjustments. Expenses for the new year include ongoing lease purchase payments, vehicles, 10-wheel dump truck, street overlay, cleaning of the Rock Branch, new skid steer, ground penetrating radar, pressure washer, replacement of air units at the water plant and others. Other new purchases that will be made with a lease purchase agreement include a new street sweeper, roll off truck, small side load sanitation truck, and a CAT loader. The fund also includes a reserve for the future addition to the police department.

The City Manager then reviewed the Infrastructure Improvement Fund and its planned expenses. Total Budget for this fund is \$2,051,906 before any final adjustments. Expenses include sewer line improvements, rehabilitation of sewer lift stations, and a transfer to OWRB fund for the Drake/Lennington water loop project.

The Director of Finance then reviewed the Sallisaw Municipal Authority (SMA) budget for the new fiscal year. The FY 2025 budget for SMA is \$48,782,454 before any final adjustments. This is a 14% increase from the prior fiscal year. This fund collects all the utility revenue of the city. Major expenses of the SMA include transfers to the General Fund, Capital Improvement Fund, and the Infrastructure Improvement Fund. Other expenses include debt service payments and various other expenditures for the utility departments.

The Chief Accountant reviewed all special revenue funds and grant funds, how they operate and any goals. Staff summarized all numbers for the proposed FY 2025 budget and asked for comments and suggestions on any changes the Board would like to see.

Discussion concerning street improvements. The City Manager stated that \$550,000.00 was budgeted for a street program. Discussion has been had during the last couple of budgets concerning obtaining our own asphalt equipment or continuing to contract the project. To do our own street program would require equipment and manpower. The cost of asphalt has been prohibitive for us getting the most bang for our buck for a street program. A list of the proposed streets was presented with estimated costs. The \$160 per ton is based on ODOTs most recent bid opening. \$3 per square yard for milling. The cost for the 10 streets listed, a total of 12,500 feet, based on those figures, would be \$542,000 to complete. Doing a street program ourselves would require an investment. Discussion continued. It was reiterated of the need to do a street program this year.

At 11:40 a.m. a break was taken for lunch. It was stated that the meeting will continue at 12:30 p.m.

The meeting continued at 12:30 p.m.

Staff then discussed the proposed salary adjustments and new longevity plan more in depth, showing how they were made. Staffing changes were discussed. It was the consensus of the board to proceed with the proposed longevity plan as well as the pay scale.

The rock branch was discussed. Picture of the current state of the branch were shown. 2200' needs to be cleaned. \$150,000 included in the budget to do so.

Motion was made by Lowe, seconded by Hamilton, to recess the meeting and reconvene on May 22nd at 9:00 a.m. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried. The meeting recessed at 2:12 p.m.

Wednesday, May 22, 2024.

Board present: Ronnie Lowe; Josh Bailey; Julian Mendiola; Brad Hamilton; and Ernie Martens.

Staff present: Gene Martin; George Bormann; Jessican Robertson; Skylar Fullbright; Kayle Griffin; John Robert Montgomery; Keith Skelton; Robin Haggard; Kim Jamison; Ted Capps; Anthony Armstrong; Blakley Smith; Jamie Phillips; CJ Eppler; Kenny Shakingbush; Micki Kimble; Amy Pace; Clint Smith; John Weber; Anthony Armstrong; Chris Carter; Lewis Brown; Travis Buchanan.

Others present: Marty Green; Lynn Adams; Tom Hanning; Charla Sloan; Laura Kuykendall; Lance Montgomery; Dwight Spencer; Paula Haraway; Gary Schaefer; others unidentified.

Motion was made by Mendiola, seconded by Bailey, to reconvene the meeting. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Meeting reconvened at 9:01 a.m.

Conduct Planning Session to Discuss Various Operations, Policies, Programs, and Services; and, Provide Direction to Staff

The City Manager welcomed everyone back to day two of budget discussions and laid out the plan for the day.

The Board then received presentations from Marty Green, Sallisaw Chamber of Commerce; Dwight Spencer, Sallisaw Improvement Corporation; Lance Montgomery, Sallisaw Main Street; Charla Sloan, KiBois; Amy Pace and Micki Kimble, Sallisaw NOW, Tom Hanning regarding the airport; Paula Haraway regarding Animal Advocates; and Laura Kuykendall, Sallisaw Boys and Girls Club.

Staff and Board discussed animal issues with Paula Haraway, including a proposed Trap-Neuter-Release program and its benefits to the community.

At 11:50 a.m. a break was taken for lunch. It was stated that the meeting would continue at 12:30 p.m.

The meeting continued at 12:30 p.m.

Discussed the pending animal ordinance, current animal shelter and possible solutions

Mayor suggested changes to the current fee schedule related to the adoption of animals at the shelter. Board directed City Manager to make all license fees for dogs and cats' lifetime, with a cost of \$30.00, including microchip. Also directed to eliminate the yearly license requirements. For adoption of impounded animals, the Board directed that the current adoption fee of \$50.00 also include Chip and city license as applicable.

The junk motor vehicle ordinance was discussed briefly.

The City Manager gave a quick update on GRDA rates coming down to us and Landfill Cell 8A and the current status of the Landfill Phase II expansion project. The City Manager discussed street maintenance issues.

An economic development update was given by George Bormann.

Sidewalks were discussed and a possible dog park. City Manager discussed possible locations and funding for a dog park.

Discussion and possible action to convene in executive session for the purpose of conducting annual review of performance of the City Manager; as Authorized by Title 25 O.S., §307 (B)(1); if recommended by City Attorney

Motion was made by Mendiola, seconded by Hamilton, to convene in executive session. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion Carried 5-0. Time was 2:30 p.m.

Consider Motion to Reconvene to Regular Session

Motion was made by Mendiola, seconded by Bailey, to reconvene to regular session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Reconvened at 3:30 p.m.

Any Action or Direction Pursuant to Executive Session

None.

City staff asked the Board for further input on the budget and discussions from day 2. The Board made decisions to increase the support funding for these civic organizations.

- Sallisaw Chamber of Commerce, \$48,000
- Sallisaw Improvement Corporation, \$35,000
- Boys and Girls Club, \$20,000
- KiBois, \$40,000
- Sallisaw Main Street, \$20,000

Board and city staff discussed the possibility of a tall Christmas tree for the downtown area. City Manager presented funding suggestions and showed a type of tree that could be obtained. Board agreed to allow staff to purchase a tree using a combination of GRDA community funds and city budget.

A decision was made to increase the budget for asphalt overlay to \$600,000.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ended at 3:38 p.m.

Approved this 10th day of June 2024.

Kim Jamison, Secretary

[Seal]

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Sallisaw Municipal Authority
Subject: Aquatics Facility Pool Bid Package

ITEM TITLE: Discussion and possible action on items related to the Sallisaw Aquatics Facility - Pool Package

INITIATOR: General Manager
City Staff
PDG Planning and Design Group

STAFF INFORMATION SOURCE: Bid Documents
PDG Planning and Design Group

BACKGROUND: On June 4, 2024, bids were opened on the new Sallisaw aquatics facility for the pool bid package. Three bids were received. The bid amounts ranged from \$2,173,035 to \$4,334,808.95. The apparent low bidder was Pool Art with a base bid of \$2,173,035. However, Pool Art failed to bid all the items completely in their response. Unfortunately, the low bid provided by Pool Art had to be eliminated from consideration. Voy Construction was the next low bidder, with a base bid of \$3,342,986.27.

After review and consideration, the recommendation is to award the pool contract to Voy Construction, with a base bid of \$3,342,986.27.

EXHIBITS:

1. 240606_Sallisaw Aquatics Project POOL PACKAGE - Rec Letter
2. 240605_Sallisaw Aquatics - POOL PACKAGE BID TAB
3. VOY CONSTRUCTION Pool
4. ALLISON LANDSCAPE & POOL CO
5. POOL A.R.T. LLC

KEY ISSUES:

- With regard to both the pool and building bid packages for this project, the hard work of city staff, our architects, and the partnership with Sallisaw Public Schools, has resulted in close to \$1 million in savings compared to our previous bid openings. This, coupled with increased interest in our bond construction account, has allowed us to award bids for this project at considerable savings.

FUNDING SOURCE: The total award amount for both the pool and building bid packages is \$6,144,724.27.
Funding: SMA Bond Funding, Series 2022
TSET Grant

RECOMMENDATION:

- Staff recommends acceptance of the bid submitted.
- Staff recommends awarding of the contract to Voy Construction in the amount of \$3,342,986.27.



June 6, 2024

Keith Skelton
City Manager
City of Sallisaw
115 East Choctaw
Sallisaw, Oklahoma 74955

RE: Sallisaw Aquatics Project – Pool Package – Bid Recommendation

Mr. Skelton,

Pursuant to the bid opening held on June 4, 2024, please find the attached Tabulation of Bids for the project. The bid consisted of three responsive bidders. All submitted bids were determined to be complete. The bid amounts ranged from **\$2,173,035.00** to **\$4,334,808.95**.

The apparent low bidder for the project was **Pool ART** with a Base Bid of \$2,173,035.00. After reviewing there submitted bid, it was determined that the bid was incomplete and will not be accepted.

Voy Construction is the next low bidder, with a Base Bid of **\$3,342,986.27**. Pursuant to the review of the bid package, bonds, references and Tabulation of Bids, the bid is acceptable.

After careful review and consideration, Planning Design Group (PDG) recommends the City of Sallisaw award the project to the low bidder, **Voy Construction** at the Base Bid for the amount of **\$3,342,986.27**.

Should you have any questions, please contact the undersigned at:
gevans@pdgtulsa.com or 918-628-1255.

Sincerely,

PLANNING DESIGN GROUP

A handwritten signature in blue ink, appearing to read "Geoffery Evans", is written over the company name. The signature is stylized with loops and a vertical line through the middle.

Geoffery Evans, PLA, ASLA
Principal

Sallisaw Aquatics Project POOL PACKAGE - Bid Tabulation

City of Sallisaw
4-Jun-24

BASE BID PAY ITEMS				ARCHITECT'S EST		POOL ART		VOY CONSTRUCTION		ALLISON	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	General Conditions/Bonds/Insurance	LS	1	\$300,000.00	\$300,000.00	\$250,750.00	\$250,750.00	\$73,537.62	\$73,537.62	\$154,062.00	\$154,062.00
2	Mobilization	LS	1	\$75,000.00	\$75,000.00	\$12,000.00	\$12,000.00	\$33,288.32	\$33,288.32	\$14,000.00	\$14,000.00
3	Pool & Equipment - CIP	LS	1	\$1,750,000.00	\$1,750,000.00	\$1,192,032.00	\$1,192,032.00	\$2,359,032.55	\$2,359,032.55	\$2,740,252.00	\$2,740,252.00
4	Slide/Toys - CIP	LS	1	\$350,000.00	\$350,000.00	\$376,611.00	\$376,611.00	\$240,785.54	\$240,785.54	\$572,280.00	\$572,280.00
5	Splashpad - CIP	LS	1	\$200,000.00	\$200,000.00	\$177,657.00	\$177,657.00	\$249,662.43	\$249,662.43	\$294,700.00	\$294,700.00
6	4" Thick Concrete Pool Deck - CIP	SF	15,692	\$12.00	\$188,304.00	\$0.00	\$127,410.00	\$8.13	\$127,575.96	\$16.62	\$260,801.04
7	5" Thick Concrete Pavement with Batch Color - CIP	SF	2,570	\$14.00	\$35,980.00	\$0.00	\$34,575.00	\$12.95	\$33,281.50	\$20.93	\$53,790.10
8	14'x14' Square Umbrella Shade Structures - CIP	EA	3	\$12,500.00	\$37,500.00	\$0.00	\$0.00	\$10,977.38	\$32,932.14	\$6,600.00	\$19,800.00
9	17'x34' Hip Post Shade Structure - CIP	EA	2	\$15,000.00	\$30,000.00	\$0.00	\$0.00	\$17,552.93	\$35,105.86	\$16,860.00	\$33,720.00
10	18'x24' Hip Shade Structure - CIP	EA	1	\$13,500.00	\$13,500.00	\$0.00	\$0.00	\$15,798.64	\$15,798.64	\$15,960.00	\$15,960.00
11	12'x12' Hanging Cantilever Hip Shade Structure - CIP	EA	1	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,669.54	\$12,669.54	\$11,400.00	\$11,400.00
12	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP	LF	1,128	\$55.00	\$62,040.00	\$0.00	\$0.00	\$45.25	\$51,042.00	\$78.74	\$88,818.72
13	Yard Hydrants - CIP	EA	7	\$1,500.00	\$10,500.00	\$0.00	\$0.00	\$5,706.57	\$39,945.99	\$5,600.00	\$39,200.00
14	Picnic Tables - CIP	EA	11	\$2,000.00	\$22,000.00	\$0.00	\$0.00	\$2,138.22	\$23,520.42	\$1,784.55	\$19,630.05
15	Benches - CIP	EA	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,149.32	\$2,149.32	\$3,835.00	\$3,835.00
16	Trash Receptacles - CIP	EA	6	\$1,500.00	\$9,000.00	\$0.00	\$0.00	\$1,739.87	\$10,439.22	\$1,533.34	\$9,200.04
17	Rules Signage - CIP	EA	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,219.22	\$2,219.22	\$3,360.00	\$3,360.00

TOTAL BASE BID ITEMS

\$3,101,824.00

\$2,173,035.00

\$3,342,986.27

\$4,334,808.95

ADD. ALTERNATE PAY ITEMS											
Item	Description	Unit	Quantity								
A-1	ALTERNATE #1: Additional Slide - CIP	LS	1	\$125,000.00	\$125,000.00	\$92,836.00	\$92,836.00	\$355,952.96	\$355,952.96	\$98,670.00	\$98,670.00

TOTAL ALTERNATE BID ITEMS

\$125,000.00

\$92,836.00

\$355,952.96

\$98,670.00

TOTAL BASE & ALTERNATE BID

\$3,226,824.00

\$2,265,871.00

\$3,698,939.23

\$4,433,478.95

CIP = COMPLETE IN PLACE

- No Number Provided
- Math Error
- Differing Totals

This Bid Tabulation Sheet reflects corrected bid prices according to Bidder's Unit Cost Pricing times the estimated quantities listed in the Bid Form.
Total numbers may vary from the total cost submitted by the Contractor in their Bid Form.

I, the undersigned, do hereby certify that all bids on this Bid Tabulation Sheet were reviewed and there were no irregularities in the bids not otherwise noted and that said sums are true and correct to the best of my knowledge.

Submitted By:
Geoffery Evans, Planning Design Group

Planning Design Group • 5314 South Yale Ave., Suite 510 • Tulsa, Oklahoma 74135 • 918/628-1255

For the performance of all the work necessary to complete the work under Bid Schedule, as defined in the Contract Documents.

POOL PACKAGE - REVISED BID FORM 05-29-2024

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonding/Insurance	LS	1	
	@ Seventy Three Thousand Five Hundred Thirty Seven Dollars and Sixty Two Cents	Dollars (\$	73,537.62	) = \$ 73,537.62
2	Mobilization	LS	1	
	@ Thirty Three Thousand Two Hundred Eighty Eight Dollars and Thirty Two Cents	Dollars (\$	33,288.32	) = \$ 33,288.32
3	Pool & Equipment - CIP	LS	1	
	@ Two Million Three Hundred Fifty Nine Thousand Thirty Two Dollars and Fifty Five Cents	Dollars (\$	2,359,032.55	) = \$ 2,359,032.55
4	Slide/Toys - CIP	LS	1	
	@ Two Hundred Forty Thousand Seven Hundred Eighty Five Dollars and Fifty Four Cents	Dollars (\$	240,785.54	) = \$ 240,785.54
5	Splashpad - CIP	LS	1	
	@ Two Hundred Forty Nine Thousand Six Hundred Sixty Two Dollars and Forty Three Cents	Dollars (\$	249,662.43	) = \$ 249,662.43
6	4" Thick Concrete Pool Deck - CIP	SF	15,692	
	@ One Hundred Twenty Seven Thousand Five Hundred Seventy Five Dollars and Ninety Six Cents	Dollars (\$	8.13	) = 127,575.96
7	5" Thick Concrete Pavement with Batch Color - CIP	SF	2,570	
	@ Thirty Three Thousand Two Hundred Eighty One Dollars and Fifty Cents	Dollars (\$	12.95	) = \$ 33,281.50
8	14'x14' Square Umbrella Shade Structures - CIP	EA	3	
	@ Thirty Two Thousand Nine Hundred Thirty Two Dollars and Fourteen Cents	Dollars (\$	10,977.38	) = \$ 32,932.14
9	17'x34' Hip post Shade Structures - CIP	EA	2	
	@ Thirty Five Thousand One Hundred Five Dollars and Eighty Six Cents	Dollars (\$	17,552.93	) = \$ 35,105.86
10	18'x24' Hip Shade Structures - CIP	EA	1	
	@ Fifteen Thousand Seven Hundred Ninety Eight Dollars and Sixty Four Cents	Dollars (\$	15,798.64	) = \$ 15,798.64
11	12'x12' Hanging Cantilever Hip Shade Structure - CIP	EA	1	
	@ Twelve Thousand Six Hundred Sixty Nine Dollars and Fifty Four Cents	Dollars (\$	12,669.54	) = \$ 12,669.54
12	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP	LF	1,128	
	@ Fifty One Thousand Forty Two Dollars and No Cents	Dollars (\$	45.25	) = \$ 51,042.00
13	Yard Hydrants - CIP	EA	7	
	@ Thirty Nine Thousand Nine Hundred Forty Five Dollars and Ninety Nine Cents	Dollars (\$	5,706.57	) = \$ 39,945.99
14	Picnic Tables - CIP	EA	11	
	@ Twenty Three Thousand Five Hundred Twenty Dollars and Forty Two Cents	Dollars (\$	2,138.22	) = \$ 23,520.42
15	Benches - CIP	EA	1	
	@ Two Thousand One Hundred Forty Nine Dollars and Thirty Two Cents	Dollars (\$	2,149.32	) = \$ 2,149.32
16	Trash Receptacles - CIP	EA	6	
	@ Ten Thousand Four Hundred Thirty Nine Dollars and Twenty Two Cents	Dollars (\$	1,739.87	) = \$ 10,439.22
17	Rules Signage - CIP	EA	1	
	@ Two Thousand Two Hundred Nineteen Dollars and Twenty Two Cents	Dollars (\$	2,219.22	) = \$ 2,219.22

TOTAL BASE BID ITEMS

Dollars (\$ 3,342,986.27)

Three Million Three Hundred Forty Two Thousand Nine Hundred Eighty Six Dollars and Twenty Seven Cents

ADD. ALTERNATE PAY ITEMS

Item	Description	Unit	Quantity	Amount
A-1	Alternate #1: Additional Slide - CIP	LS	1	
	@ Three Hundred Fifty Five Thousand Nine Hundred Fifty Two Dollars and Ninety Six Cents	Dollars (\$	355,952.96	) = \$ 355,952.96

TOTAL ALTERNATE BID ITEMS

Dollars (\$ 355,952.96)

Three Hundred Fifty Five Thousand Nine Hundred Fifty Two Dollars and Ninety Six Cents

Item	Description	Unit	Quantity	Amount
TOTAL BASE BID AND ALTERNATE BID ITEMS				Dollars (\$ <u>3,698,939.23</u>)
<u>Three Million Six Hundred Ninety Eight Thousand Nine Hundred Thirty Nine Dollars and Twenty Three Cents</u>				

CIP = COMPLETE IN PLACE

For the performance of all the work necessary to complete the work under Bid Schedule, as defined in the Contract Documents.

POOL PACKAGE - REVISED BID FORM 05-29-2024

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonds/Insurance @ One hundred fifty-four thousand sixty-two Dollars	LS (\$ 154,062)	1 =	\$ 154,062
2	Mobilization @ Fourteen thousand Dollars	LS (\$ 14,000)	1 =	\$ 14,000
3	Pool & Equipment - CIP @ Two million seven hundred forty thousand two hundred fifty-two Dollars	LS (\$ 2,740,252)	1 =	\$ 2,740,252
4	Slide/Toys - CIP @ Five hundred seventy-two thousand two hundred eighty Dollars	LS (\$ 572,280)	1 =	\$ 572,280
5	Splashpad - CIP @ Two hundred ninety-four thousand seven hundred Dollars	LS (\$ 294,700)	1 =	\$ 294,700
6	4" Thick Concrete Pool Deck - CIP @ Two hundred sixty thousand eight hundred one Dollars	SF (\$ 16.62)	15,692 =	\$ 260,801
7	5" Thick Concrete Pavement with Batch Color - CIP @ Fifty-three thousand seven hundred ninety Dollars	SF (\$ 20.93)	2,570 =	\$ 53,790
8	14'x14' Square Umbrella Shade Structures - CIP @ Nineteen thousand nine hundred eighty Dollars	EA (\$ 6,600)	3 =	\$ 19,980
9	17'x34' Hip Post Shade Structure - CIP @ Thirty-three thousand seven hundred twenty Dollars	EA (\$ 16,860)	2 =	\$ 33,720
10	18'x24' Hip Shade Structure - CIP @ Fifteen thousand nine hundred sixty Dollars	EA (\$ 15,960)	1 =	\$ 15,960
11	12'x12' Hanging Cantilever Hip Shade Structure - CIP @ Eleven thousand four hundred Dollars	EA (\$ 11,400)	1 =	\$ 11,400
12	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP @ Eighty-eight thousand eight hundred fifteen Dollars	LF (\$ 78.74)	1,128 =	\$ 88,815
13	Yard Hydrants - CIP @ Thirty-nine thousand two hundred Dollars	EA (\$ 5,600)	7 =	\$ 39,200
14	Picnic Tables - CIP @ Nineteen thousand six hundred thirty Dollars	EA (\$ 1,784.55)	11 =	\$ 19,630
15	Benches - CIP @ Three thousand eight hundred thirty-five Dollars	EA (\$ 3,835)	1 =	\$ 3,835
16	Trash Receptacles - CIP @ Nine thousand two hundred Dollars	EA (\$ 1,533.34)	6 =	\$ 9,200
17	Rules Signage - CIP @ Three thousand three hundred sixty Dollars	EA (\$ 3,360)	1 =	\$ 3,360

TOTAL BASE BID ITEMS Four million three hundred thirty-four thousand nine hundred eighty-five Dollars (\$ 4,334,985)

ADD. ALTERNATE PAY ITEMS

Item	Description	Unit	Quantity	Amount
A-1	ALTERNATE #1: Additional Slide - CIP @ Ninety-eight thousand six hundred seventy Dollars	LS (\$ 98,670)	1 =	\$ 98,670

TOTAL ALTERNATE BID ITEMS Ninety-eight thousand six hundred seventy Dollars (\$ 98,670)

Item	Description	Unit	Quantity	Amount
TOTAL BASE & ALTERNATE BID <u>Four million four hundred thirty-three thousand six hundred fifty-five</u> Dollars (\$ <u>4,433,655</u>)				

CIP = COMPLETE IN PLACE

POOL PACKAGE - BID FORM

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonds/Insurance @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>250,750</u>
2	Mobilization @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>12,000</u>
3	Pool & Equipment - CIP @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>1192032</u>
4	Slide/Toys - CIP @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>376,411</u>
5	Splashpad - CIP @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>177,657</u>
6	4" Thick Concrete Pool Deck - CIP @ _____ Dollars	SF (\$ _____)	12,900 =	\$ <u>127,410</u>
7	5" Thick Concrete Pavement with Batch Color - CIP @ _____ Dollars	SF (\$ _____)	2,566 =	\$ <u>34,575</u>
8	14'x14' Square Umbrella Shade Structures - CIP @ _____ Dollars	EA (\$ _____)	3 =	\$ _____
9	17'x34' Hip Post Shade Structure - CIP @ _____ Dollars	EA (\$ _____)	2 =	\$ _____
10	18'x24' Hip Shade Structure - CIP @ _____ Dollars	EA (\$ _____)	1 =	\$ _____
11	12'x12' Hanging Cantilever Hip Shade Structure - CIP @ _____ Dollars	EA (\$ _____)	1 =	\$ _____
12	6' HT Black Vinyl Coated Fence (6 Gauge) - CIP @ _____ Dollars	LF (\$ _____)	1,128 =	\$ _____
13	Yard Hydrants - CIP @ _____ Dollars	EA (\$ _____)	7 =	\$ _____
14	Picnic Tables - CIP @ _____ Dollars	EA (\$ _____)	11 =	\$ _____
15	Benches - CIP @ _____ Dollars	EA (\$ _____)	6 =	\$ _____
16	Trash Receptacles - CIP @ _____ Dollars	EA (\$ _____)	6 =	\$ _____
17	Rules Signage - CIP @ _____ Dollars	EA (\$ _____)	1 =	\$ <u>2000</u>

TOTAL BASE BID ITEMS _____ Dollars (\$ 2,171,035)

ADD. ALTERNATE PAY ITEMS

Item	Description	Unit	Quantity	Amount
A-1	ALTERNATE #1: Additional Slide - CIP @ _____ Dollars	LS (\$ _____)	1 =	\$ <u>92,836</u>

TOTAL ALTERNATE BID ITEMS _____ Dollars (\$ ~~2,263,871~~)

92,836

Item	Description	Unit	Quantity	Amount
TOTAL BASE & ALTERNATE BID			Dollars (\$	<u>2263871</u>)

CIP = COMPLETE IN PLACE

Two million two hundred sixty-three
thousand eight hundred seventy one.

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Sallisaw Municipal Authority
Subject: Aquatics Facility Building Bid Package

ITEM TITLE: Discussion and possible action on items related to the Sallisaw Aquatics Facility - Building Package

INITIATOR: General Manager
City Staff
PDG Planning and Design Group

STAFF INFORMATION SOURCE: Bid Documents
PDG Planning and Design Group

BACKGROUND: On June 4, 2024, bids were opened on the new Sallisaw aquatics facility for the building bid package. Two bids were received. The bids ranged from \$2,801,738.00 to \$3,486,165.20. After review and consideration, the recommendation is to award the pool contract to Hoey Construction Company, with a base bid of \$2,801,738.00.

EXHIBITS:

1. 240606_Sallisaw Aquatics Project BUILDING PACKAGE - Rec Letter
2. 240605_Sallisaw Aquatics - BUILDING PACKAGE BID TAB
3. Hoey Construction
4. VOY Construction Bldg

KEY ISSUES:

- With regard to both the pool and building bid packages for this project, the hard work of city staff, our architects, and the partnership with Sallisaw Public Schools, has resulted in close to \$1 million in savings compared to our previous bid openings. This, coupled with increased interest in our bond construction account, has allowed us to award bids for this project at considerable savings.
- For the concession and restroom facility, this facility will also be used by Sallisaw Public Schools during events at the football stadium. With their partnership, this facility will be able to be utilized year around for the benefit of both the city and the school system.

FUNDING SOURCE: The total award amount for both the pool and building bid packages is \$6,144,724.27.
Funding: SMA Bond Funding, Series 2022
TSET Grant
Sallisaw Public Schools

RECOMMENDATION:

- Staff recommends acceptance of the bids submitted.

Agenda Item -Page 1 of 2

- Staff recommends awarding of the contract to Hoey Construction Company, in the amount of \$2,801,738.00.



June 6, 2024

Keith Skelton
City Manager
City of Sallisaw
115 East Choctaw
Sallisaw, Oklahoma 74955

RE: Sallisaw Aquatics Project – Building Package – Bid Recommendation

Mr. Skelton,

Pursuant to the bid opening held on June 4, 2024, please find the attached Tabulation of Bids for the project. The bid consisted of two responsive bidders. All submitted bids were determined to be complete. The bid amounts ranged from **\$2,801,738.00** to **\$3,486,165.50**.

The apparent low bidder for the project was **Hoey Construction** with a Base Bid of **\$2,801,738.00** with no Alternates. Pursuant to the review of the bid package, bonds, references and Tabulation of Bids, the bid is acceptable.

After careful review and consideration, Planning Design Group (PDG) recommends the City of Sallisaw award the project to the low bidder, **Hoey Construction** at the Base Bid for the amount of **\$2,801,738.00**.

Should you have any questions, please contact the undersigned at:
gevans@pdgtulsa.com or 918-628-1255.

Sincerely,

PLANNING DESIGN GROUP

A handwritten signature in blue ink, appearing to read "Geoffery Evans", is written over the printed name and title below.

Geoffery Evans, PLA, ASLA
Principal

Sallisaw Aquatics Project BUILDING PACKAGE - Bid Tabulation

City of Sallisaw
4-Jun-24

BASE BID PAY ITEMS				ARCHITECT'S EST		HOEY CONSTRUCTION		VOY CONSTRUCTION	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	General Conditions/Bonds/Insurance	LS	1	\$250,000.00	\$250,000.00	\$368,200.00	\$368,200.00	\$156,041.44	\$156,041.44
2	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$26,500.00	\$26,500.00	\$98,100.10	\$98,100.10
3	Temporary Silt Fence	LF	1,559	\$8.00	\$12,472.00	\$8.00	\$12,472.00	\$7.36	\$11,474.24
4	Earthwork-Excavation/Embankment/Compaction/Grading - CIP	LS	1	\$300,000.00	\$300,000.00	\$139,000.00	\$139,000.00	\$175,382.13	\$175,382.13
5	6" Aggregate Base Type 'A' - CIP	CY	72	\$50.00	\$3,600.00	\$75.00	\$5,400.00	\$238.44	\$17,167.68
6	Non-Woven Geotextile - CIP	SY	431	\$3.00	\$1,293.00	\$4.00	\$1,724.00	\$7.68	\$3,310.08
7	2.5" Asphalt Concrete, Superpave Type S3 - CIP	TON	58	\$160.00	\$9,280.00	\$225.00	\$13,050.00	\$317.13	\$18,393.54
8	2" Asphalt Concrete, Superpave Type S4 - CIP	TON	44	\$175.00	\$7,700.00	\$225.00	\$9,900.00	\$306.56	\$13,488.64
9	1'-8" Combined Curb & Gutter - CIP	LF	153	\$30.00	\$4,590.00	\$24.00	\$3,672.00	\$54.50	\$8,338.50
10	Parking Lot Striping	LS	1	\$3,500.00	\$3,500.00	\$1,925.00	\$1,925.00	\$3,065.63	\$3,065.63
11	ADA Signs and Symbols	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$1,839.38	\$1,839.38
12	6" PVC C900 DR 18 Water Main - CIP	LF	1,206	\$75.00	\$90,450.00	\$95.00	\$114,570.00	\$103.01	\$124,230.06
13	6" 90 Deg. Ductile Iron Fitting MJ - CIP	EA	1	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$613.13	\$613.13
14	6" 45 Deg. Ductile Iron Fitting MJ - CIP	EA	6	\$1,500.00	\$9,000.00	\$950.00	\$5,700.00	\$1,573.69	\$9,442.14
15	6" 22.5 Deg. Ductile Iron Fitting MJ - CIP	EA	1	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$539.55	\$539.55
16	6" 11.25 Deg. Ductile Iron Fitting MJ - CIP	EA	2	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00	\$539.55	\$1,079.10
17	6" Gate Valve MJ - CIP	EA	3	\$3,000.00	\$9,000.00	\$3,500.00	\$10,500.00	\$2,943.00	\$8,829.00
18	6x6x6 Ductile Iron Tee MJ x MJ - CIP	EA	2	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$760.28	\$1,520.56
19	10x10x6 Tapping Sleeve - CIP	EA	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,716.75	\$1,716.75
20	Water Line Extension Valve Box - CIP	EA	3	\$400.00	\$1,200.00	\$2,500.00	\$7,500.00	\$1,103.63	\$3,310.89
21	Fire Hydrant	EA	1	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$12,081.03	\$12,081.03
22	Hydrostatic Pressure Testing & Disinfection	LS	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$13,545.17	\$13,545.17
23	3" PVC DR 21 Water Service Line - CIP	LF	336	\$75.00	\$25,200.00	\$65.00	\$21,840.00	\$8.03	\$2,698.08
24	1.5" PVC DR 21 Water Service Line - CIP	LF	542	\$50.00	\$27,100.00	\$55.00	\$29,810.00	\$4.98	\$2,699.16
25	3" Gate Valve	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,207.25	\$4,414.50
26	2" Gate Valve	EA	2	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,962.00	\$3,924.00
27	Domestic Water Valve Box - CIP	EA	4	\$400.00	\$1,600.00	\$2,500.00	\$10,000.00	\$1,471.50	\$5,886.00
28	6" X 1.5" Tapping Sleeve - CIP	EA	2	\$1,500.00	\$3,000.00	\$3,500.00	\$7,000.00	\$1,471.50	\$2,943.00
29	6" x 3" Tapping Sleeve - CIP	EA	1	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,962.00	\$1,962.00
30	4" PVC Sanitary Sewer Line - CIP	LF	250	\$80.00	\$20,000.00	\$90.00	\$22,500.00	\$110.16	\$27,540.00
31	8" PVC Sanitary Sewer Line - CIP	LF	250	\$125.00	\$31,250.00	\$110.00	\$27,500.00	\$165.24	\$41,310.00
32	18" ADS Nyloplast Basin	EA	5	\$8,000.00	\$40,000.00	\$1,250.00	\$6,250.00	\$6,192.57	\$30,962.85
33	24" HDPE Pipe - CIP	LF	261	\$300.00	\$78,300.00	\$175.00	\$45,675.00	\$162.10	\$42,308.10
34	12" HDPE Pipe - CIP	LF	167	\$200.00	\$33,400.00	\$145.00	\$24,215.00	\$99.86	\$16,676.62
35	4" HDPE Pipe - CIP	LF	73	\$50.00	\$3,650.00	\$110.00	\$8,030.00	\$73.91	\$5,395.43
36	Site Electrical - CIP	LS	1	\$125,000.00	\$125,000.00	\$94,700.00	\$94,700.00	\$223,177.73	\$223,177.73
37	Bath House- CIP	LS	1	\$1,200,000.00	\$1,200,000.00	\$1,061,360.00	\$1,061,360.00	\$1,320,354.99	\$1,320,354.99
38	Pool Equipment Building - CIP	LS	1	\$250,000.00	\$250,000.00	\$313,065.00	\$313,065.00	\$462,787.22	\$462,787.22
39	Restroom Building - CIP	LS	1	\$250,000.00	\$250,000.00	\$216,910.00	\$216,910.00	\$445,497.08	\$445,497.08
40	4" Thick Concrete Pavement - CIP	SF	10,820	\$9.00	\$97,380.00	\$8.50	\$91,970.00	\$8.50	\$91,970.00
41	U-3 Bermuda Solid Sod - CIP	SF	115,000	\$0.50	\$57,500.00	\$0.50	\$57,500.00	\$0.61	\$70,150.00

TOTAL BASE BID ITEMS\$3,032,965.00\$2,801,738.00\$3,486,165.50

CIP = COMPLETE IN PLACE

- Math Error
- Differing Totals

This Bid Tabulation Sheet reflects corrected bid prices according to Bidder's Unit Cost Pricing times the estimated quantities listed in the Bid Form.
Total numbers may vary from the total cost submitted by the Contractor in their Bid Form.

I, the undersigned, do hereby certify that all bids on this Bid Tabulation Sheet were reviewed and there were no irregularities in the bids not otherwise noted and that said sums are true and correct to the best of my knowledge.

Submitted By:
Geoffery Evans, Planning Design Group

Planning Design Group • 5314 South Yale Ave., Suite 510 • Tulsa, Oklahoma 74135 • 918/628-1255

BUILDING PACKAGE - REVISED BID FORM 05-29-2024

BASE BID PAY ITEMS

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonds/Insurance @ _____ Dollars	LS (\$ 368,200)	1 =	\$ 368,200
2	Mobilization @ _____ Dollars	LS (\$ 26,500)	1 =	\$ 26,500
3	Temporary Silt Fence @ _____ Dollars	LF (\$ 8.00)	1,559 =	\$ 12,472
4	Earthwork-Excavation/Embankment/Compaction/Grading - CIP @ _____ Dollars	LS (\$ 139,000)	1 =	\$ 139,000
5	6" Aggregate Base Type 'A' - CIP @ Five Thousand Four Hundred _____ Dollars	CY (\$ 75.00)	72 =	\$ 5,400.00
6	Non-Woven Geotextile - CIP @ One Thousand Seven Hundred Twenty-Four _____ Dollars	SY (\$ 4.00)	431 =	\$ 1,724.00
7	2.5" Asphalt Concrete, Superpave Type S3 - CIP @ _____ Dollars	TON (\$ 225.00)	58 =	\$ 13,050
8	2" Asphalt Concrete, Superpave Type S4 - CIP @ _____ Dollars	TON (\$ 225.00)	44 =	\$ 9,900
9	1'-8" Combined Curb & Gutter - CIP @ Three Thousand Six Hundred Seventy-Two _____ Dollars	LF (\$ 24.00)	153 =	\$ 3,672.00
10	Parking Lot Striping @ One Thousand Nine Hundred Twenty-Five _____ Dollars	LS (\$ 1,925.00)	1 =	\$ 1,925.00
11	ADA Signs and Symbols @ Four Thousand Five Hundred _____ Dollars	LS (\$ 4,500.00)	1 =	\$ 4,500.00
12	6" PVC C900 DR 18 Water Main - CIP @ _____ Dollars	LF (\$ 95.00)	1,206 =	\$ 114,570
13	6" 90 Deg. Ductile Iron Fitting MJ - CIP @ _____ Dollars	EA (\$ 950.00)	1 =	\$ 950
14	6" 45 Deg. Ductile Iron Fitting MJ - CIP @ _____ Dollars	EA (\$ 950.00)	6 =	\$ 5,700
15	6" 22.5 Deg. Ductile Iron Fitting MJ - CIP @ _____ Dollars	EA (\$ 950.00)	1 =	\$ 950
16	6" 11.25 Deg. Ductile Iron Fitting MJ - CIP @ _____ Dollars	EA (\$ 950.00)	2 =	\$ 1,900
17	6" Gate Valve MJ - CIP @ _____ Dollars	EA (\$ 3,500)	3 =	\$ 10,500
18	6x6x6 Ductile Iron Tee MJ x MJ - CIP @ _____ Dollars	EA (\$ 1,500)	2 =	\$ 3,000
19	10x10x6 Tapping Sleeve - CIP @ _____ Dollars	EA (\$ 3,500)	1 =	\$ 3,500
20	Water Line Extension Valve Box - CIP @ _____ Dollars	EA (\$ 2,500)	3 =	\$ 7,500
21	Fire Hydrant @ _____ Dollars	EA (\$ 7,500)	1 =	\$ 7,500
22	Hydrostatic Pressure Testing & Disinfection @ _____ Dollars	LS (\$ 7,500)	1 =	\$ 7,500

Item	Description		Unit	Quantity	Amount
23	3" PVC DR 21 Water Service Line - CIP @ _____	Dollars	LF (\$ 65)	336 =	\$ 21,840
24	1.5" PVC DR 21 Water Service Line - CIP @ _____	Dollars	LF (\$ 55)	542 =	\$ 29,810
25	3" Gate Valve @ _____	Dollars	EA (\$ 2,500)	2 =	\$ 5,000
26	2" Gate Valve @ _____	Dollars	EA (\$ 2,500)	2 =	\$ 5,000
27	Domestic Water Valve Box - CIP @ _____	Dollars	EA (\$ 2,500)	4 =	\$ 10,000
28	6" X 1.5" Tapping Sleeve - CIP @ _____	Dollars	EA (\$ 3,500)	2 =	\$ 7,000
29	6" x 3" Tapping Sleeve - CIP @ _____	Dollars	EA (\$ 3,500)	1 =	\$ 3,500
30	4" PVC Sanitary Sewer Line - CIP @ _____	Dollars	LF (\$ 90)	250 =	\$ 22,500
31	8" PVC Sanitary Sewer Line - CIP @ _____	Dollars	LF (\$ 110)	250 =	\$ 27,500
32	18" ADS Nyloplast Basin @ _____	Dollars	EA (\$ 1,250)	5 =	\$ 6,250
33	24" HDPE Pipe - CIP @ _____	Dollars	LF (\$ 175)	261 =	\$ 45,675
34	12" HDPE Pipe - CIP @ _____	Dollars	LF (\$ 145)	167 =	\$ 24,215
35	4" HDPE Pipe - CIP @ _____	Dollars	LF (\$ 110)	73 =	\$ 8,030
36	Site Electrical - CIP @ _____	Dollars	LS (\$ 94,700)	1 =	\$ 94,700
37	Bath House- CIP @ _____	Dollars	LS (\$ 1,061,360)	1 =	\$ 1,061,360
38	Pool Equipment Building - CIP @ _____	Dollars	LS (\$ 313,065)	1 =	\$ 313,065
39	Restroom Building - CIP @ _____	Dollars	LS (\$ 216,910)	1 =	\$ 216,910
40	4" Thick Concrete Pavement - CIP @ Ninety-One Thousand Nine Hundred Seventy	Dollars	SF (\$ 8.50)	10,820 =	\$ 91,970.00
41	U-3 Bermuda Solid Sod - CIP @ Fifty-Seven Thousand Five Hundred	Dollars	SF (\$ 0.50)	115,000 =	\$ 57,500.00

TOTAL BASE BID ITEMS Two million Eight Hundred One Thousand Seven Dollars (\$ 2,801,739)

CIP = COMPLETE IN PLACE

Hundred Thirty-Eight

BUILDING PACKAGE - Revised Bid Form 05-29-2024**BASE BID PAY ITEMS**

Item	Description	Unit	Quantity	Amount
1	General Conditions/Bonding/Insurance	LS	1	
	@ One Hundred Fifty Six Thousand Forty One Dollars and Forty Four Cents	Dollars (\$	156,041.44	) = \$ 156,041.44
2	Mobilization	LS	1	
	@ Ninety Eight Thousand One Hundred Dollars and Ten Cents	Dollars (\$	98,100.10	) = \$ 98,100.10
3	Temporary Silt Fence	LF	1,559	
	@ Eleven Thousand Four Hundred Seventy Four Dollars and Twenty Four Cents	Dollars (\$	7.36	) = \$ 11,474.24
4	Earthwork-Excavation/Embankment/Compaction/Grading - CIP	LS	1	
	@ One Hundred Seventy Five Thousand Three Hundred Eighty Two Dollars and Thirteen Cents	Dollars (\$	175,382.13	) = \$ 175,382.13
5	6" Aggregate Base Type 'A' - CIP	CY	72	
	@ Seventeen Thousand One Hundred Sixty Seven Dollars and Sixty Eight Cents	Dollars (\$	238.44	) = \$ 17,167.68
6	Non-Woven Geotextile - CIP	SY	431	
	@ Three Thousand Three Hundred Ten Dollars and Eight Cents	Dollars (\$	7.68	) = \$ 3,310.08
7	2.5" Asphalt Concrete, Superpave Type S3 - CIP	TON	58	
	@ Eighteen Thousand Three Hundred Ninety Three Dollars and Fifty Four Cents	Dollars (\$	317.13	) = \$ 18,393.54
8	2" Asphalt Concrete, Superpave Type S4 - CIP	TON	44	
	@ Thirteen Thousand Four Hundred Eighty Eight Dollars and Sixty Four Cents	Dollars (\$	306.56	) = \$ 13,488.64
9	1'-8" Combined Curb & Gutter - CIP	LF	153	
	@ Eight Thousand Three Hundred Thirty Eight Dollars and Fifty Cents	Dollars (\$	54.50	) = \$ 8,338.50
10	Parking Lot Striping	LS	1	
	@ Three Thousand Sixty Five Dollars and Sixty Three Cents	Dollars (\$	3,065.63	) = \$ 3,065.63
11	ADA Signs and Symbols	LS	1	
	@ One Thousand Eight Hundred Thirty Nine Dollars and Thirty Eight Cents	Dollars (\$	1,839.38	) = \$ 1,839.38
12	6" PVC C900 DR 18 Water Main - CIP	LF	1,206	
	@ One Hundred Twenty Four Thousand Two Hundred Thirty Dollars and Six Cents	Dollars (\$	103.01	) = \$ 124,230.06
13	6" 90 Deg. Ductile Iron Fitting MJ - CIP	EA	1	
	@ Six Hundred Thirteen Dollars and Thirteen Cents	Dollars (\$	613.13	) = \$ 613.13
14	6" 45 Deg. Ductile Iron Fitting MJ - CIP	EA	6	
	@ Nine Thousand Four Hundred Forty Two Dollars and Fourteen Cents	Dollars (\$	1,573.69	) = \$ 9,442.14
15	6" 22.5 Deg. Ductile Iron Fitting MJ - CIP	EA	1	
	@ Five Hundred Thirty Nine Dollars and Fifty Five Cents	Dollars (\$	539.55	) = \$ 539.55
16	6" 11.25 Deg. Ductile Iron Fitting MJ - CIP	EA	2	
	@ One Thousand Seventy Nine Dollars and Ten Cents	Dollars (\$	539.55	) = \$ 1,079.10
17	6" Gate Valve MJ - CIP	EA	3	
	@ Eight Thousand Eight Hundred Twenty Nine Dollars and No Cents	Dollars (\$	2,943.00	) = \$ 8,829.00
18	6x6x6 Ductile Iron Tee MJ x MJ - CIP	EA	2	
	@ One Thousand Five Hundred Twenty Dollars and Fifty Six Cents	Dollars (\$	760.28	) = \$ 1,520.56
19	10x10x6 Tapping Sleeve - CIP	EA	1	
	@ One Thousand Seven Hundred Sixteen Dollars and Seventy Five Cents	Dollars (\$	1,716.75	) = \$ 1,716.75
20	Water Line Extension Valve Box - CIP	EA	3	
	@ Three Thousand Three Hundred Ten Dollars and Eighty Nine Cents	Dollars (\$	1,103.63	) = \$ 3,310.89
21	Fire Hydrant	EA	1	
	@ Twelve Thousand Eighty One Dollars and Three Cents	Dollars (\$	12,081.03	) = \$ 12,081.03
22	Hydrostatic Pressure Testing & Disinfection	LS	1	
	@ Thirteen Thousand Five Hundred Forty Five Dollars and Seventeen Cents	Dollars (\$	13,545.17	) = \$ 13,545.17

Item	Description	Unit	Quantity	Amount
23	3" PVC DR 21 Water Service Line - CIP	LF	336	
	@ Two Thousand Six Hundred Ninety Eight Dollars and Eight Cents	Dollars (\$	8.03	) = \$ 2,698.08
24	1.5" PVC DR 21 Water Service Line - CIP	LF	542	
	@ Two Thousand Six Hundred Ninety Nine Dollars and Sixteen Cents	Dollars (\$	4.98	) = \$ 2,699.16
25	3" Gate Valve	EA	2	
	@ Four Thousand Four Hundred Fourteen Dollars and Fifty Cents	Dollars (\$	2,207.25	) = \$ 4,414.50
26	2" Gate Valve	EA	2	
	@ Three Thousand Nine Hundred Twenty Four Dollars and No Cents	Dollars (\$	1,962.00	) = \$ 3,924.00
27	Domestic Water Valve Box	EA	4	
	@ Five Thousand Eight Hundred Eighty Six Dollars and No Cents	Dollars (\$	1,471.50	) = \$ 5,886.00
28	6" x 1.5" Tapping Sleeve - CIP	EA	2	
	@ Two Thousand Nine Hundred Forty Three Dollars and No Cents	Dollars (\$	1,471.50	) = \$ 2,943.00
29	6" x 3" Tapping Sleeve - CIP	EA	1	
	@ One Thousand Nine Hundred Sixty Two Dollars and No Cents	Dollars (\$	1,962.00	) = \$ 1,962.00
30	4" PVC Sanitary Sewer Line - CIP	LF	250	
	@ Twenty Seven Thousand Five Hundred Forty Dollars and No Cents	Dollars (\$	110.16	) = \$ 27,540.00
31	8" PVC Sanitary Sewer Line - CIP	LF	250	
	@ Forty One Thousand Three Hundred Ten Dollars and No Cents	Dollars (\$	165.24	) = \$ 41,310.00
32	18" ADS Nyloplast Basin	EA	5	
	@ Thirty Thousand Nine Hundred Sixty Two Dollars and Eighty Five Cents	Dollars (\$	6,192.57	) = \$ 30,962.85
33	24" HDPE Pipe - CIP	LF	261	
	@ Forty Two Thousand Three Hundred Eight Dollars and Ten Cents	Dollars (\$	162.10	) = \$ 42,308.10
34	12" HDPE Pipe - CIP	LF	167	
	@ Sixteen Thousand Six Hundred Seventy Six Dollars and Sixty Two Cents	Dollars (\$	99.86	) = \$ 16,676.62
35	4" HDPE Pipe - CIP	LF	73	
	@ Five Thousand Three Hundred Ninety Five Dollars and Forty Three Cents	Dollars (\$	73.91	) = \$ 5,395.43
36	Site Electrical - CIP	LS	1	
	@ Two Hundred Twenty Three Thousand One Hundred Seventy Seven Dollars and Seventy Three Cents	Dollars (\$	223,177.73	) = \$ 223,177.73
37	Bath House - CIP	LS	1	
	@ One Million Three Hundred Twenty Thousand Three Hundred Fifty Four Dollars and Ninety Nine Cents	Dollars (\$	1,320,354.99	) = \$ 1,320,354.99
38	Pool Equipment Building - CIP	LS	1	
	@ Four Hundred Sixty Two Thousand Seven Hundred Eighty Seven Dollars and Twenty Two Cents	Dollars (\$	462,787.22	) = \$ 462,787.22
39	Restroom Building - CIP	LS	1	
	@ Four Hundred Forty Five Thousand Four Hundred Ninety Seven Dollars and Eight Cents	Dollars (\$	445,497.08	) = \$ 445,497.08
40	4" Thick Concrete Pavement - CIP	SF	10,820	
	@ Ninety One Thousand Nine Hundred Seventy Dollars and No Cents	Dollars (\$	8.50	) = \$ 91,970.00
41	U-3 Bermuda Solid Sod - CIP	SF	115,000	
	@ Seventy Thousand One Hundred Fifty Dollars and No Cents	Dollars (\$	0.61	) = \$ 70,150.00

TOTAL BASE BID ITEMS

Dollars (\$ 3,486,165.50

Three Million Four Hundred Eighty Six Thousand One Hundred Sixty Five Dollars and Fifty Cents

CIP = Complete in place

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Sallisaw Municipal Authority
Subject: Water Purchase Contracts

ITEM TITLE: Discussion and possible action on renewal of water contracts with Rural Water District No. 3, Rural Water District No. 4, and C.D. Water Systems, for the purchase of treated water

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Staff recommends renewal of the water contracts for the upcoming fiscal year. A 4.2% increase has been added.

- For RWD3 and RWD4, the City Manager recommends an increase in the contract price from \$4.76 to \$4.96 per 1,000 gallons for the first 14 million gallons per month. Any water utilized over the agreed upon amount will be billed at \$5.24 per 1,000 gallons.
- For CD Water Systems, the Manager recommends an increase in the contract price from \$4.76 to \$4.96 per 1,000 gallons for the first 375,000 gallons of water per month. Any water utilized over their agreed upon amount will be billed at \$5.24 per 1,000 gallons.

EXHIBITS:

1. RWDIST #3 contract
2. RWD4.Contract
3. CD Water Systems contract

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of water contracts.

**RURAL WATER DISTRICT NO. 3
WATER PURCHASE CONTRACT**

This contract for the sale and purchase of water is entered into as of the 10th day of June, 2024, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER DISTRICT NO. 3**, hereinafter referred to as the “**DISTRICT**”.

WITNESSETH

WHEREAS, the **DISTRICT** has been organized and established for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the **DISTRICT** and to accomplish this purpose, the **DISTRICT** will require a supply of treated water, and

WHEREAS, the **AUTHORITY** owns and operates a water supply distribution system with the capacity currently capable of serving the present customers of the **AUTHORITY** system and the estimated number of water users to be served by the said **DISTRICT**, and

WHEREAS, by motion on the 10th day of June 2024, by the Board of Trustees of the **AUTHORITY**, the sale of water to the **DISTRICT** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, by motion of the Board of Directors of the **DISTRICT**, enacted on the _____ day of _____, 2024 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved and the execution of this contract by the Chairman, and attested by the Secretary, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and mutual agreements set forth,

THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the **DISTRICT**, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be requested by the **DISTRICT**. The **AUTHORITY** will supply a maximum of 14.0 million gallons per month to the **DISTRICT**.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 40 psi from an existing eight-inch main supply at a master meter located approximately 1490’ east of Interstate 40 on U.S. Highway 64 east of Sallisaw on the south side of Highway 64. If a greater pressure than that normally available at the point of delivery is requested by the **DISTRICT**, the cost of providing such greater pressure shall be borne by the **DISTRICT**. The pressure pumps of the **DISTRICT** shall be operated at a rate not to exceed 100 gpm and shall be operated during those hours which the **AUTHORITY** has

lowest consumption; said hours are to be approved by the **AUTHORITY**. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the **AUTHORITY** from this provision for such reasonable period of time as may be necessary to restore service.

3. (Billing Procedure) To furnish the Chairman of the **DISTRICT**, at Sallisaw, Oklahoma, not later than the 15th day of each month, with a statement of the amount of water furnished the **DISTRICT**.

4. (Master Meter) The **DISTRICT** may calibrate the master water meter to determine its accuracy and if by such test the previous readings of the reader shall be disclosed to be inaccurate, previous billings shall be corrected for the six months period immediately prior to such test in accordance with the percentage of inaccuracy determined over 2%. If the meter fails to register for any period, the amount of water furnished during such period shall be estimated by the water department of the **AUTHORITY**, taking into account previous billings for the twelve (12) month period immediately prior thereto. The master metering equipment shall be read by the **AUTHORITY** monthly.

THE DISTRICT AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than the last day of each month for water delivered. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.

- a. First 14,000,000 gallons per month - **\$4.96** per thousand gallons. This charge for water is based on anticipated cost and if cost exceeds this amount, the **AUTHORITY** shall have the right to renegotiate the contract.
- b. The **DISTRICT** agrees that for any water used in excess of the amount set forth above, the 14,000,000 gallons per month. The **DISTRICT** will pay to the **AUTHORITY** a charge of **\$5.24** per thousand gallons for all water used over the gallon limit allowed.
- c. The **DISTRICT** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
- d. The **DISTRICT** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

2. If payment for said water is not made within 30 days after receipt of said statement, the **AUTHORITY** may, at its option and upon ten (10) day notice by registered letter to the office of the **DISTRICT**, discontinue the furnishing and sale of water to the **DISTRICT**. Upon failure to pay for said water within such 30-day period, the **AUTHORITY** may institute legal action to enforce collection of any such amount due and the **DISTRICT** agrees to pay for all expenses of suit, including a reasonable attorney's fee.

3. The DISTRICT agrees to provide to the AUTHORITY a monthly report showing water loss for the previous month. This report is to be submitted with payment. **The District agrees to take reasonable action to maintain its system to minimize water loss.**

4. The DISTRICT agrees to abide by and strictly enforce all water conservation measures as mandated by the AUTHORITY.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE DISTRICT, AS FOLLOWS:

1. (Term of Contract) This contract shall be for a period of one (1) year beginning July 1, 2024, and ending June 30, 2025, at the termination of which the **AUTHORITY** and the **DISTRICT** may renegotiate.

2. It is further agreed that the **DISTRICT** may sell water to the Town of Gans, Oklahoma.

3. (Failure to Deliver) That the **AUTHORITY** will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **DISTRICT** with quantities of water required by the **DISTRICT**. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the **AUTHORITY** is otherwise diminished over an extended period of time, the supply of water to **DISTRICT** consumers shall be reduced or diminished. The **AUTHORITY** shall retain first right and priority to the availability of its water.

4. (Regulatory Agencies) That this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Oklahoma and the **AUTHORITY** and **DISTRICT** will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

5. The **DISTRICT** hereby agrees to hold the **AUTHORITY** harmless from any and all actions, claims, demands or judgments arising from the maintenance, upkeep or operation of their respective distribution equipment and facilities and to defend at their expense all such actions whereby the **AUTHORITY** may be named as a party.

6. (Successor to the **DISTRICT**) That in the event of any occurrence rendering the **DISTRICT** incapable of performing under this contract, any successor of the **DISTRICT**, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the **DISTRICT** hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

RURAL WATER DISTRICT NO. 3

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

Approved as to form:

John Robert Montgomery, City Attorney

**RURAL WATER DISTRICT NO. 4
WATER PURCHASE CONTRACT**

This contract for the sale and purchase of water is entered into as of the 10th day of **June, 2024**, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER DISTRICT NO. 4** hereinafter referred to as the “**DISTRICT**”.

WITNESSETH

WHEREAS, the **DISTRICT** has been organized and established under the provisions of 142 Okla. Stat. 1301-1321 of the Code of Oklahoma, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the **DISTRICT** and to accomplish this purpose, the **DISTRICT** will require a supply of treated water, and

WHEREAS, the **AUTHORITY** owns and operates a water supply distribution system with the capacity currently capable of serving the present customers of the **AUTHORITY** system and the estimated number of water users to be served by the said **DISTRICT**, and

WHEREAS, by motion on the 10th day of **June**, **2024** by the Board of Trustees of the **AUTHORITY**, the sale of water to the **DISTRICT** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, by motion of the Board of Directors of the **DISTRICT**, enacted on the _____ day of _____, 2024 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved and the execution of this contract by the Chairman, and attested by the Secretary, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and mutual agreements set forth,

THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the **DISTRICT**, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be requested by the **DISTRICT**. The **AUTHORITY** will supply a maximum of 14,000,000 gallons per month to the **DISTRICT**.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 40 psi from an existing eight-inch main supply at a master meter located approximately 1,950 feet south of the north section line of Section 19, Township 11 North, Range 24 East, Sequoyah County on Highway 59 south of Sallisaw on the west side of

Highway 59. If a greater pressure than that normally available at the point of delivery is required by the **DISTRICT**, the cost of providing such greater pressure shall be borne by the **DISTRICT**. The pressure pumps of the **DISTRICT** shall be operated at a rate not to exceed 100 gpm and shall be operated during those hours which the **AUTHORITY** has lowest consumption; said hours are to be approved by the **AUTHORITY**. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the **AUTHORITY** from this provision for such reasonable period of time as may be necessary to restore service.

3. (Billing Procedure) To furnish the Chairman of the **DISTRICT**, at Sallisaw, Oklahoma, not later than the 15th day of each month, with a statement of the amount of water furnished the **DISTRICT**.

4. (Master Meter) The **DISTRICT** may calibrate the master water meter to determine its accuracy and if by such test the previous readings of the reader shall be disclosed to be inaccurate, previous billings shall be corrected for the six months period immediately prior to such test in accordance with the percentage of inaccuracy determined over 2%. If the meter fails to register for any period, the amount of water furnished during such period shall be estimated by the water department of the **AUTHORITY**, taking into account previous billings for the twelve (12) month period immediately prior thereto. The master metering equipment shall be read by the **AUTHORITY** monthly.

THE DISTRICT AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than the last day of each month for water delivered. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.

- a. First 14,000,000 gallons per month - **\$4.96** per thousand gallons. This charge for water is based on anticipated cost and if cost exceeds this amount, the **AUTHORITY** shall have the right to renegotiate the contract.
- b. The **DISTRICT** agrees that for any water used in excess of the amount set forth above, the **DISTRICT** will pay to the **AUTHORITY** a charge of **\$5.24** per thousand gallons for all water used over the gallon limit allowed.
- c. The **DISTRICT** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
- d. The **DISTRICT** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

2. If payment for said water is not made within 30 days after receipt of said statement, the **AUTHORITY** may, at its option and upon ten (10) day notice by registered letter to the office of the **DISTRICT**, discontinue the furnishing and sale of water to the **DISTRICT**. Upon failure to pay for said water within such 30-day period, the **AUTHORITY** may institute legal action to enforce collection of any such amount due and the **DISTRICT** agrees to pay for all expenses of suit, including a reasonable attorney's fee.

3. The **DISTRICT** agrees to provide to the **AUTHORITY** a monthly report showing water loss for the previous month. This report is to be submitted with payment. **The District agrees to take reasonable action to maintain its system to minimize water loss.**

4. The **DISTRIST** agrees to abide by and strictly enforce all water conservation measures as mandated by the **AUTHORITY**.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE DISTRICT, AS FOLLOWS:

1. (Term of Contract) This contract shall be for a period of one (1) year beginning July 1, 2024, and ending June 30, 2025, at the termination of which the **AUTHORITY** and the **DISTRICT** may renegotiate.

2. It is further agreed that the **DISTRICT** may not sell water to any other District without written consent of the **AUTHORITY**.

3. (Failure to Deliver) That the **AUTHORITY** will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **DISTRICT** with quantities of water required by the **DISTRICT**. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the **AUTHORITY** is otherwise diminished over an extended period of time, the supply of water to **DISTRICT** consumers shall be reduced or diminished. The **AUTHORITY** shall retain first right and priority to the availability of its water.

4. (Regulatory Agencies) That this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Oklahoma and the **AUTHORITY** and **DISTRICT** will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

5. The **DISTRICT** hereby agrees to hold the **AUTHORITY** harmless from any and all actions, claims, demands or judgments arising from the maintenance, upkeep or operation of their respective distribution equipment and facilities and to defend at their expense all such actions whereby the **AUTHORITY** may be named as a party.

6. (Successor to the **DISTRICT**) That in the event of any occurrence rendering the **DISTRICT** incapable of performing under this contract, any successor of the **DISTRICT**, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the **DISTRICT** hereunder.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

RURAL WATER DISTRICT NO. 4

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

Approved to form:

City Attorney

**C. D. WATER SYSTEMS
WATER PURCHASE CONTRACT**

This contract for the sale and purchase of water is entered into as of the 10th day of **June, 2024** between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **LARRY EMERSON AND STEPHANIE EMERSON d/b/a C. D. WATER SYSTEMS**, hereinafter referred to as the “**SYSTEM**”.

WITNESSETH

WHEREAS, the **SYSTEM** has been organized and established for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the **SYSTEM** and to accomplish this purpose, the **SYSTEM** will require a supply of treated water, and

WHEREAS, the **AUTHORITY** owns and operates a water supply distribution system with the capacity currently capable of serving the present customers of the **AUTHORITY** system and the estimated number of water users to be served by the said **SYSTEM**, and

WHEREAS, by motion on the 10th day of June **2024** by the Board of Trustees of the **AUTHORITY**, the sale of water to the **SYSTEM** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, on the _____ day of _____, 2024 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved by the **SYSTEM** and the execution of this contract was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and mutual agreements set forth,

THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the **SYSTEM**, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be required by the **SYSTEM**. The **AUTHORITY** will supply a maximum of 375,000 gallons per month to the **SYSTEM**.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 40 psi from an existing main located at a point approximately 133 feet SE of a point where Rogers Street intersects the existing County Road running in a Northwesterly-Southeasterly direction. If a greater pressure than that normally available at the point of delivery is required by the **SYSTEM**, the cost of providing such greater pressure shall be borne by the **SYSTEM**. The pressure pumps of the **SYSTEM** shall be operated at a rate not to exceed 100 gpm and shall be operated during those hours which the

SYSTEM has lowest consumption; said hours are to be approved by the **AUTHORITY**. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the **AUTHORITY** from this provision for such reasonable period of time as may be necessary to restore service.

THE SYSTEM AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than the last day of each month for water delivered. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.

- a. First 375,000 gallons per month - **\$4.96** per thousand gallons. This charge for water is based on anticipated cost and if cost exceeds this amount, the **AUTHORITY** shall have the right to renegotiate the contract.
- b. If water loss for any given month exceeds 25%, the District will be assessed an additional charge of \$ 0.35 per thousand gallons.
- c. The **SYSTEM** agrees that for any water used in excess of the amount set forth above, the **SYSTEM** will pay to the **AUTHORITY** a charge of **\$5.24** per thousand gallons for all water used over the gallon limit allowed.
- d. The **SYSTEM** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
- e. The **SYSTEM** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

2. If payment for said water is not made within 30 days after receipt of said statement, the **AUTHORITY** may, at its option and upon ten (10) day notice by registered letter to the office of the **SYSTEM**, discontinue the furnishing and sale of water to the **SYSTEM**. Upon failure to pay for said water within such 30-day period, the **AUTHORITY** may institute legal action to enforce collection of any such amount due and the **SYSTEM** agrees to pay for all expenses of suit, including a reasonable attorney's fee.

3. The **SYSTEM** agrees to provide to the **AUTHORITY** a monthly report showing water loss for the previous month. This report is to be submitted with payment. **The SYSTEM agrees to take reasonable action to maintain its system to minimize water loss. For water loss in excess of 25% for any given month, a penalty, as shown in paragraph 1.b above, will be assessed.**

4. The **SYSTEM** agrees to abide by and strictly enforce all water conservation measures as mandated by the **AUTHORITY**.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE SYSTEM, AS FOLLOWS:

1. (Term of Contract) This contract shall be for a period beginning July 1, 2024 and ending June 30, 2025 at the termination of which the **AUTHORITY** and the **SYSTEM** may renegotiate.

2. It is further agreed that the **SYSTEM** may not sell water to any other Water District or System without written consent of the **AUTHORITY**.

3. (Failure to Deliver) That the **AUTHORITY** will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **SYSTEM** with quantities of water required by the **SYSTEM**. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the **AUTHORITY** is otherwise diminished over an extended period of time, the supply of water to **SYSTEM** consumers shall be reduced or diminished. The **AUTHORITY** shall retain first right and priority to the availability of its water.

4. (Regulatory Agencies) That this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Oklahoma and the **AUTHORITY** and **SYSTEM** will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.

5. The **SYSTEM** hereby agrees to hold the **AUTHORITY** harmless from any and all actions, claims, demands or judgments arising from the maintenance, upkeep or operation of their respective distribution equipment and facilities and to defend at their expense all such actions whereby the **AUTHORITY** may be named as a party.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

C.D. WATER SYSTEMS

By: _____
OWNER

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Sallisaw Municipal Authority
Subject:

ITEM TITLE: Consider Approval of Resolution 2024-07; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the Sallisaw Municipal Authority, and Superseding Previous Resolutions*

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This resolution reflects proposed rate changes to various items previously adopted in the Master Fee Schedule. This resolution reflects the board approval of RES 50M to 100M transitional price of \$39.95 to \$49.95 after 3 months. Note that this change will decrease the current 100M subs from 59.95 to 49.95. RES 150M transitions to 500M instead of 200M as reflected in the May Agenda Item. Also, remote replacement will be charged at cost. Changes will be effective June 21, 2024.

EXHIBITS: 1. 2024-07 DNet Rates_SMA Resolution
2. Master DNet Rate Schedule for adjustments

KEY ISSUES: For Video, we have the following changes:

- \$3 increase for Digital Basic for Residential and Commercial Subs
- \$2 increase for Digital Advanced for Residential and Commercial Subs

For Internet, we have the following changes:

- RES Wave7: Leave all W7 subs as is until they are reassigned to the Calix tiers.
- RES 100M: Decrease price from \$59.95 to \$49.95.
- RES 150M: Decrease price from \$79.95 to \$74.95 and increase speed from 150M to 500M.
- RES 200M: Decrease price from \$99.95 to \$84.95 and increase speed from 200M to 1G.
- RES 50M: Transition from 50M to 100M with a transitional price of \$39.95 to \$49.95 after 3 months.
- COM 50M: Increase price from \$59.95 to \$64.95.
- COM 100M: Decrease price from \$89.95 to \$79.95.
- COM 200M: Increase speed from 200M to 250M with no price change.
- COM 1G: Offer for \$399.95

FUNDING SOURCE:

RECOMMENDATION: Staff recommends approval of Resolution 2024-07

RESOLUTION 2024-07

A RESOLUTION AMENDING THE TELECOMMUNICATIONS RATE SCHEDULE FOR THE SALLISAW MUNICIPAL AUTHORITY, AND SUPERSEDING PREVIOUS RESOLUTIONS

WHEREAS, certain rates and fees charged to subscribers of the telecommunications system known as DiamondNet have previously been adopted by the Sallisaw Municipal Authority in prior resolutions; and

WHEREAS, certain rates and fees now need to be adjusted or added to the Rate Schedule; and

WHEREAS, the General Manager of the Authority has reviewed these rates and fees with the Trustees and the Trustees of the Sallisaw Municipal Authority have determined the rates and fees are necessary; and

WHEREAS, the Board of Trustees may at any time adjust or amend all or portions of the Telecommunications Rate Schedule and set certain rates and fees in separate resolutions if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY AS FOLLOWS:

Section 1: The rates and fees charged to subscribers of the telecommunications system known as DiamondNet shall be amended in its entirety to reflect the following rates and fees as provided in Exhibit “A” attached hereto.

Section 2: Supersede Previous Resolutions. This resolution shall supersede in its entirety these rates and fees that may have previously been established in prior resolutions.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on June 21, 2024.

PASSED AND APPROVED by the Trustees of the Sallisaw Municipal Authority, Sallisaw, Oklahoma on the 10th day of June 2024.

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman

ATTEST:

Kim Jamison, Secretary
(SEAL)

City of Sallisaw & Sallisaw Municipal Authority

Telecommunications Rate and Fee Schedule

Exhibit A

Effective June 21, 2024

All rates and fees are charged monthly unless otherwise noted

Rate Code	Description	Monthly Rate	New Rate/Fee
Residential and Commercial Video Packages			
TP1	DiamondNet Triple Play -Basic (Residential Only)		
	DiamondNet Triple-Play (\$4.90 discount)	\$ 117.95	\$ 120.95
	Digital Basic Video(006), 20Mbps Internet(240) & Residential Phone Package(TRU)		
	With Internet TP40MB(242)	\$ 137.95	\$ 140.95
	With Internet TP60MB(243)	\$ 157.95	\$ 160.95
	With Internet TP80MB(244)	\$ 182.95	\$ 185.95
	With Internet TP Adv 50MB(245)		\$125.95
	With Internet TP Adv 100MB(246)		\$135.95
	With Internet TP Adv 150MB 500 MB(247)		\$160.95
	With Internet TP Adv 200MB 1GB(248)		\$170.95
TP2	DiamondNet Triple Play -Advanced (Residential Only)		
	DiamondNet Triple-Play (\$4.90 discount)	\$ 129.95	\$ 131.95
	Digital Advanced Video(010), 20Mbps Internet(240) & Residential Phone Package(TRU)		
	With Internet TP40MB(242)	\$ 149.95	\$ 151.95
	With Internet TP60MB(243)	\$ 169.95	\$ 171.95
	With Internet TP80MB(244)	\$ 194.95	\$ 196.95
	With Internet TP Adv 50MB(245)		\$136.95
	With Internet TP Adv 100MB(246)		\$146.95
	With Internet TP Adv 150MB 500 MB(247)		\$171.95
	With Internet TP Adv 200MB 1GB(248)		\$181.95
DP1	Double Play Residential		
	DiamondNet Double Play (\$2.95 discount)	\$ 89.95	\$ 92.95
	Digital Basic Video(006) & 20 Mbps Internet(240)		
	With Internet DP40MB(242)	\$ 109.95	\$ 112.95
	With Internet DP60MB(243)	\$ 129.95	\$ 132.95
	With Internet DP80MB(244)	\$ 154.95	\$ 157.95
	With Internet TP Adv 50MB(245)		\$97.95
	With Internet TP Adv 100MB(246)		\$107.95
	With Internet TP Adv 150MB 500 MB(247)		\$132.95
	With Internet TP Adv 200MB 1GB(248)		\$142.95
DPB	Double Play Basic Commercial		
	DiamondNet Double Play (\$2.95 discount)		\$112.95
	Digital Basic Video(050) & 10 Mbps Internet(250)		
	With Internet DP20MB(251)		\$147.95
	With Internet DP40MB(253)		\$177.95
	With Internet DP50MB(252)		\$214.95
	With Internet DP100MB(254)		\$333.00

	With Internet DP Adv 50MB(256)	\$122.95
	With Internet DP Adv 100MB(257)	\$137.95
	With Internet DP Adv 200MB(258)	\$217.95
	With Internet DP Adv 1 GB(259)	\$457.95
DPA	Double Play Advanced Commercial	
	DiamondNet Double Play (\$2.95 discount)	\$139.95
	Digital Advanced Video(051) & 10 Mbps Internet(250)	
	With Internet DP20MB(251)	\$174.95
	With Internet DP40MB(253)	\$204.95
	With Internet DP50MB(252)	\$241.95
	With Internet DP100MB(254)	\$360.00
	With Internet DP Adv 50MB(256)	\$149.95
	With Internet DP Adv 100MB(257)	\$164.95
	With Internet DP Adv 200MB(258)	\$244.95
	With Internet DP Adv 1 GB(259)	\$484.95
006	Digital Basic (65 channels)	\$ 57.95 \$ 60.95
010	Digital Advanced	\$ 69.95 \$ 71.95

Equipment

301	SD / HD Converter-No DVR (included with DB)	Included
302	SD / HD Converter-No DVR - Additional	\$ 2.95
303	250GB HD DVR -Up to 250GB	\$ 10.00
305	Digital HD Converter No DVR (Monthly)	\$ 8.00
306	Digital Cable Card Lease (monthly)	\$ 5.95
307	High Capacity HD DVR 250GB+	\$ 16.00
no change	Damaged or Unusable Converter Boxes (Each)	Billed at Cost
no change	Unreturned SD & HD Converters (Each)	Billed at Cost

Commercial Video Packages

050	Digital Basic (5 outlets included)	\$ 57.95 \$ 60.95
051	Digital Advanced (5 outlets included)	\$ 85.95 \$ 87.95
052	Commercial Music Only (Per Digital Box)	\$ 58.95
057	Additional Outlets (per outlet)	\$ 9.95

Commercial Bulk Video Packages

801	Bulk Rate (Per Unit)	\$ 10.00
800	Bulk Rate (Per Unit - All 3 Services)	\$ 9.00
802	HBO (per unit)	\$ 4.25
803	Cinemax (per unit)	\$ 4.00
804	Showtime/TMC (per unit)	\$ 4.00
805	Starz/Encore (per unit)	\$ 4.00

Digital Tiers

011	Games & Sports Tier	\$ 5.95
014	High Definition Basic Tier	NC

Premium Movie and Pay Per View (PPV)

101	HBO	\$	18.00	
102	Showtime Unlimited	\$	13.00	
103	Cinemax	\$	13.00	
104	Starz Super Pak	\$	13.00	
	PPV Movie (6 Hour Block)	\$	9.95	
	Discount 1 premiums	\$	(3.00)	
	Discount 2 premiums	\$	(6.00)	
	Discount 3 premiums	\$	(9.00)	
	Discount 4 premiums	\$	(14.00)	

Other Video Fees (Applies to all video accounts)

001	Copyright Fee per customer	\$	0.65	
000	FCC Fee per customer	\$	0.09	
008	Retransmission Fee per customer	Billed at Cost		

Residential and Commercial Internet PackagesResidential High-Speed Internet (Fiber)

240	20 MB 20/10	\$	34.95	
242	40 MB 40/20	\$	54.95	
243	60 MB 60/30	\$	74.95	
244	80 MB 80/40	\$	99.95	
245	Res Advanced 50 MB 50/12.5 ⁴	\$	39.95	\$ 49.95
246	Res Advanced 100 MB 100/25 ¹	\$	59.95	\$ 49.95
247	Res Advanced 150 500 MB	\$	79.95	\$ 74.95
248	Res Advanced Gaming 200 MB 200/100 1GB (Res Only) ¹	\$	99.95	\$ 84.95

All residential Internet packages include 5 email accts

¹Service subject to availabilityCommercial High-Speed Internet (Fiber)

250	10 MB 10/10	\$	54.95	
251	20 MB 20/20	\$	89.95	
253	40 MB 40/40	\$	119.95	
252	50 MB 50/50	\$	156.95	
254	100 MB 100/100 symetrical	\$	275.00	
255	1GB Commercial symetrical	\$	799.00	
256	Com Advanced 50 MB 50/50 ³	\$	59.95	\$ 64.95
257	Com Advanced 100 MB 100/100 ³	\$	89.95	\$ 79.95
258	Com Advanced 200 250 MB	\$	159.95	No \$ Change
259	Com Advanced 1 GB	\$	399.95	New
	Single Static IP Address	NC		
205	Static IP Address - Additional ²	\$	5.00	each
210	Point to Point Intranet (5 Mbps) ³	\$	150.00	
211	Point to Point Intranet (10 Mbps) ³	\$	200.00	
212	Point to Point Setup Fee	\$	300.00	

² All commercial Internet packages include 1 static IP if needed³ Service subject to availabilityDiamondNet Wireless (Not used for Marble City Accounts)

DW1	1 Mbps Wireless	\$	29.95
DW2	3 Mbps Wireless	\$	39.95
DW3	5 Mbps Wireless	\$	49.95
DW4	10 Mbps Wireless (limited availability)	\$	75.95
DW5	20 Mbps Wireless (limited availability)	\$	125.95
	Wireless Standard Install	\$	100.00
	Wireless standard install with router	\$	125.00

Residential and Commercial Phone Packages

TLA	Business Advanced with Unlimited LD	\$	35.95
TAM	Business Advanced with Metered LD .02/min	\$	27.95
TBU	Business Basic Service with Unlimited LD	\$	27.95
TBU	Must purchase 1 TLA package		
TBM	Business Basic Service with metered LD .02/min	\$	22.95
TBM	Must purchase 1 TAM package		
TLE	Business Executive with Unlimited LD	\$	45.95
TEM	Business Executive with Metered LD .02/min	\$	35.95
TAC	Activation Fee (per line) One time Fee	\$	5.00
TS3	Business Call Path Local Metered LD .02/min	\$	599.00
	Ad Tran equipment, one time cost	\$	500.00
	Installation, one time cost	\$	349.00
TS7	Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$	0.23
TRU	Residential Unlimited. All features and unlimited LD	\$	29.95
TRB	Residential Basic. All features with metered LD @ .02/ min	\$	20.95
TLL	Residential Life Line (bare line no features)	\$	10.00
TAC	Activation Fee (per line) One time Fee	\$	5.00
	Change of Address (Transfer Fee)	\$	10.00
	Change Telephone Book Listing	\$	10.00
	Change Telephone Number	\$	10.00
	Disconnect Toll Free Number	\$	10.00
	Add Additional Line	\$	10.00
	Line Disconnect	\$	10.00
	Toll Free Change, Termination of Number	\$	10.00
	Toll Free Number Add LNP	\$	10.00
	Toll Free Add New Number	\$	10.00
	Migrate Residential Phone to Office	\$	10.00
	Add Extension to Hosted	\$	10.00
	Misc Enterprise Add On (Momentum Service)	Cost	

Installation, Repair and Other Charges

658	Activation Fee (applies to all services)	\$	19.95
601	Standard Install - Pre-wired	\$	19.95 each
602	Standard Install - Unwired (up to 3 outlets)	\$	39.95 per hour
603	HDTV Install/Upgrade	\$	9.95 per call
604	Custom Install Hourly Rate	\$	40.00
605	Change of Service - Technician Required	\$	9.95 each
606	Change of Service - Electronic	No Charge	each
607	Additional/Relocate Outlet - At Initial Install	\$	9.95 each

608	Additional/Relocate Outlet - Separate Trip	\$	19.95	
NSF	NSF Returned Check Fee	\$	25.00	each
LCG	Late Fee (applied on total due)		1.5%	each
610	Reconnect Fee (Non Pay Accounts)	\$	25.00	
614	Wall Fish - Additional Charge Per Outlet	\$	50.00	each
615	Wire Maintenance (per month)	\$	3.95	each
616	Service Call without Maintenance Plan	\$	29.95	
617	Network Interface Card (subject to sales tax)	\$	19.95	each
620	HDMI Cable 6 ft	\$	14.95	each
621	HDMI Cable 12 ft	\$	19.95	each
622	Router Setup (Non-Dnet sale)	\$	19.95	each
623	Router Lease (subject to sales tax)	\$	3.95	each
304	Remote Control (Replacement or Additional)		Billed at Cost	
624	Calix Range Extender (per month)		\$4.95	

Rate/Fee Schedule Notes:

All rates and fees are charged monthly unless otherwise noted.

~~Item deleted from rate schedule~~ (Represents items changed or deleted from schedule)

