

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

July 8, 2024

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Presentation to retirees William E. Downs and Sam E. Randolph**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Possible action on Consent Agenda - All matters listed under "Consent Agenda" are considered to be routine and will be enacted by one motion.**
 - (a) Consider approval of regular minutes of June 10, 2024, and special meetings of June 17, 2024, and June 27, 2024
 - (b) Consider approval of Invoice paid report for June 2024
 - (c) Acknowledge the Mayor's appointment of Mr. Beko Rivera to the Sallisaw Planning Commission for a three (3) year term, ending July 2027
- 6. Discussion and possible action on any item removed from the consent agenda**

- 7. Introduction and presentation from those who have expressed interest in the vacant Ward 1 Commissioner seat; Mr. Kenny Moody; Mr. Ray Jacobs; Mr. Daryl Jones; Mr. Tim Ellis**
- 8. Discussion and possible action on filling the Ward 1 unexpired term**
- 9. Receive presentation from Ms. Stephanie Goad concerning allowing home-based businesses in residential zoned areas**
- 10. Discussion and possible action on the proposed Proposal for Landscape Architectural Services for the Sallisaw Sports Complex Soccer and Sport Courts Project with Planning Design Group (PDG) in the amount of \$47,750.00, and, authorize Robin Haggard, Interim City Manager to sign acceptance of the proposal**
- 11. Discussion and possible action on Purchase Order No. 102152, issued to Blue Ribbon Auto Group of Sallisaw, Oklahoma, in the amount of \$61,000.00 for the purchase of one (1) 2024 GMC Yukon 4WD SLE to be utilized by the Sallisaw Fire Department as an Emergency Medical Response (EMR) vehicle**
- 12. Discussion and possible action on Purchase Order No. 102153, issued to Lum's Sales & Service, Inc. of Shady Point, Oklahoma, in the amount of \$28,579.59, for the purchase of a BendPak 4-Post Lift with Accessories for Fleet Maintenance**
- 13. Discussion and possible action on Purchase Order No. 102167, issued to Municipal Emergency Services, in the amount of \$62,999.94 for Self Contained Breathing Apparatus (SCBA) systems and components for the Sallisaw Fire Department**
- 14. Discussion and possible action on Purchase Order No. 98750, which was \$528.90 above the previously approved *not to exceed amount* for repairs and/or replacement of various sized transformers, issued to Imperium Supply of Edmond, Oklahoma**
- 15. Discussion and possible action on proposed Contract for Professional Services between the City of Sallisaw and Oklahoma Municipal Management Services (OMMS) for Executive Recruiting of a City Manager**

- 16. Discussion and possible action on Resolution 2024-17; *A Resolution of the Board of City Commissioners of the City of Sallisaw, Oklahoma, concerning the Hiring Process for a City Manager for the City of Sallisaw, and Establishing Policies and Procedures for Said Hiring Process***
- 17. Discussion and possible action on request from DOCServices, Inc. for the City of Sallisaw to provide free utilities**
- 18. Discussion and possible action on appointing Robin Haggard as the City of Sallisaws Authorized Agent with the Oklahoma Municipal Retirement Fund (OkMRF)**
- 19. Discussion and possible action on Planning Commission Case No. PC 2024-005; rezoning request from Highway Commercial and Commercial Recreation District (C-4) to Office District (C-1) by Wyman and Michelle Dobbs; and Ordinance 2024-03 with Emergency Clause**
- 20. Discussion and possible action on Planning Commission Case No. PC 2024-006; Plat Presentation of Netz Family Properties Lots 1 thru 4 by CLN, LLC**
- 21. Receive update on economic development and grant activities**
- 22. Receive update on current and future projects**
- 23. Receive update on the financial status of the city and activities of the finance department**
- 24. Administrative reports**
- 25. Adjourn**

Posted: July 5, 2024

Time: 10:45 a.m.

KIM JAMISON

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Retiree Watch Presentation

ITEM TITLE: Presentation to retirees William E. Downs and Sam E. Randolph

INITIATOR: Interim City Manager
City Clerk

STAFF INFORMATION SOURCE: Interim City Manager
City Clerk

BACKGROUND: Willie Downs worked for the City of Sallisaw from January 1992 through May 21, 2024. He worked most of his career in the Sanitation Department as a driver. He worked a short time for the Street Department, then finished his career back where he began.

Sam Randolph worked for the City of Sallisaw from April 1987 through June 2024. He started in the Sanitation Department, then went to the Parks Department for a short time. He then moved to the Street Department and worked his way up to Superintendent.

We appreciate both of these gentlemen and their dedicated service to the City. "Happy Retirement, Willie and Sam."

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Happy Retirement!!!!

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JUNE 10, 2024

The Board of City Commissioners met in a regular meeting on June 10, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; emailing KXXM; by posting at city hall on June 7, 2024, at 11:30 a.m., by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Clint Smith, Skylar Fullbright, John Weber, Tucker Martens, Gene Martin,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Economic Development Director Computer Technician IT Manager Grants Specialist Captain Lieutenant Superintendent - Equipment Services
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Others present:	Lynn Adams; Judy Martens; Jade Tullis; Philip Gay; Pamela Gay; Paul Burgard; Rachel Gardenhire; James Gardenhire; Jeanie Richardson; Sean Buckner; Ron Durbin; Others Unidentified.
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1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Conduct a public hearing for the purpose of receiving questions and/or comments on the proposed budget for Fiscal Year 2024-2025

Mayor Martens opened the Public Hearing for any questions and/or comments. There were no questions and/or comments. The Public Hearing opened at 6:00 p.m. and closed at 6:02 p.m.

4. Discussion and possible action on Resolution 2024-09; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period July 1, 2024, through June 30, 2025, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget*

Motion was made by Mendiola, seconded by Lowe, for approval of Resolution 2024-09. Vote: Mendiola aye; Lowe aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

None.

6. Possible action on consent agenda

a Approval of regular minutes of May 13, 2024, and special minutes of May 21, 2024

b Acknowledge invoice paid report for May 2024

c Renewal of Agreement for Juvenile Court Between the City of Sallisaw and the Oklahoma District Court serving Sequoyah County, a/k/a Sequoyah County District Court

- d Renewal of Agreement between the City of Sallisaw and Sallisaw Lumber Company**

- e Renewal of Agreement Between the City of Sallisaw and Sallisaw Main Street**

- f Renewal of Agreement Between the City of Sallisaw and Sallisaw Chamber of Commerce**

- g Renewal of Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation**

- h Renewal of Agreement for Funding Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County**

- i Renewal of Agreement with KI BOIS Community Action**

- j Renewal of Lease Agreement Between Paul Gambill II and the City of Sallisaw For Lease of Airport Hangar**

- k Renewal of Agreement for Impoundment of Animals with the Town of Gans**

- l Renewal of Agreement for Impoundment of Animals with the Town of Vian**

- m Renewal of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space**

- n Renewal of Lease with Agreement to Remove Lime Waste Between the City of Sallisaw and Honeycutt Backhoe and Dozer, LLC d/ba Nathan Honeycutt**

- o Renewal of Agreement for Brushy Lake Camp Host Between the City of Sallisaw and Lahoma Jones**

- p Renewal of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw**

- q Acknowledge Mayor's reappointment of Tim Brown to the Sallisaw Planning Commission each for a three-year terms, ending July 2027**

- r Acknowledge Mayor's reappointment of Jane Cripps to the Sallisaw Library Board for a three-year term Ending June 2027**

- s Acknowledge Mayor's reppointment of Beko Rivera to the Sallisaw Airport Board for a three-year term ending July 2027**

- t Acknowledge Mayor's reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2025; and, reappointment of Todd Martin as the City representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a four (4) year term expiring June 2028**

- u Approval of Resolutions for Lease Purchase Renewals; Resolution(s) 2024-10 through 2024-13**

- 1 One (1) 2022 International HX620 SBA 6X4 Chassis w/G&H Roll-Off Body; Serial No. 3HTPCAPT6NN406782
(Payoff December 2024)**

- 2 One (1) 2020 Altec DM47B-AWD Digger Derrick Truck; SN 1FVDCXFC3LHLB9384
(Payoff 01/2025)**

- 3 One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN 3BPDL70X4LF105225
(Payoff 11/2025)**

- 4 Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler
(Payoff 11/2028)**

Motion was made by Lowe, seconded by Bailey, for approval of the consent agenda.

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

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

None.

8. Consider Motion to Recess Board of City Commissioners Meeting In Order to Call the Sallisaw Municipal Authority Meeting to Order

Motion was made by Mendiola, seconded by Lowe, to recess the Board of City Commissioners meeting in order to call the Sallisaw Municipal Authority Meeting to order. Vote: Mendiola aye; Lowe aye; Bailey aye; Mendiola aye; Hamilton aye. Motion carried 5-0. Time 6:04 p.m.

9. Consider Motion to Reconvene the Board of City Commissioners Meeting

Motion was made by Lowe, seconded by Hamilton, to reconvene the Board of City Commissioners Meeting. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The time was 6:16 p.m.

10. Receive presentation from Mrs. Julie Becker concerning petition for removal of City Manager

Mrs. Becker addressed the Council on behalf of the Citizens for Replacement of the City Manager. The group asks that the Commissioners hire a professional candidate from outside the community that would be able to unbiasedly provide the personal, professional and organizational integrity and leadership that will be needed to revive the organizational culture, allow for constant improvement, foster positive growth, provide accountability and transparency, and regain the confidence of the community. She focused on three (3) issues: 1. Providing progress for the future; 2. Providing transparency; 3. Look out for the financial interest and the safety of the community. She ended with "Gentlemen, we can do better, and at this moment you are the ones with the power to either make sure we do get better, or to keep things the same old, same old. We (the group) ask that you vote for a better future for our community. Tonight, it is on you to determine our future."

Mayor Martens stated that he appreciated everything that was said and that they were listening. He noted what the Charter said regarding petitions. Petitions apply to elected officials only, not employees. He read a legal opinion from our legal council. "Be advised that it is my (legal council) opinion that such petition does not meet or have any legal value."

Mr. Skelton made a statement in response to the petition.

11. Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of

Sallisaw**a Resolution 2024-14; *A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance***

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-14.
Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

b Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance

Motion was made by Mendiola, seconded by Bailey, for approval of Mutual Aid Agreement. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

12. Discussion and possible action on Resolution 2024-15; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority*

Motion was made by Lowe, seconded by Hamilton, for approval of Resolution 2024-15.
Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

13. Discussion and possible action on FY 2024-25 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of \$274,678.00, and Escrow Use Form for Workers' Compensation Insurance Renewal

Motion was made by Lowe, seconded by Hamilton, for approval of OMAG invoice in the amount of \$274,678.00 and Escrow Use Form. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

14. Discussion and possible action on staff's request to declare one (1) 2006 Ford Expedition LS, VIN 1FMPU14566LA53786, and two (2) Glock .40 caliber firearms, SN NEZ860 and NEZ861, as surplus and authorize staff to transfer ownership to Sallisaw Public Schools

Motion was made by Lowe, seconded by Bailey, for approval to declare the Ford Expedition and 2 glocks as surplus. Vote: Lowe aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

15. Discussion and possible action regarding DOCServices Inc. (DOCS) of Miami, Oklahoma, request for assistance with the utilities of the Sallisaw Senior Center; and possible action on Lease Agreement between DOCServices Inc. and the City of Sallisaw

Motion was made by Hamilton, seconded by Mendiola, for approval of lease agreement between DOCServices, Inc and City of Sallisaw. They asked that the City Attorney research whether utilities could legally be provided. Vote: Hamilton aye; Mendiola aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

16. Consider Approval of Resolution 2024-16; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

Motion was made by Mendiola, seconded by Hamilton, for approval of Resolution 2024-16. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion carries 5-0.

17. Discussion and possible action to convene in Executive Session for the purpose of discussing negotiations between the Fraternal Order of Police Lodge #148; and evaluation of City Manager and City Manager contract discussion, as Authorized by Title 25 O.S., § 307(B)(2)

The City Attorney recommended Executive Session. Motion was made by Mendiola, seconded by Bailey, to convene in Executive Session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 6:46 p.m.

18. Possible action 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. Time 7:40 p.m. No votes were taken in executive session.

19. Possible action or direction pursuant to Executive Session concerning negotiations between the Fraternal Order of Police Lodge #148 and the City of Sallisaw

Motion was made by Mendiola, seconded by Hamilton, to approve the package that was presented to the FOP Lodge #148. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

20. Possible action or direction pursuant to Executive Session concerning City Manager Contract for the Period July 1, 2024, through June 30, 2025

Motion was made by Bailey, seconded by Mendiola, to not offer the City Manager a new contract. Vote: Bailey aye; Mendiola aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

21. Receive update on economic development and grant activities

The Economic Development Director gave an update on the TSET Grant and Vests for Officers Grant; Millision Group; ODVA; Industrial Road; for information purposes only.

22. Receive update on current and future projects

The Building Development Director gave a brief update on the following: 59N project; pool facility; Fryar sewer project; Bigs Lots; Kerr Blvd Retailers; for informational purposes only.

23. Receive update on the financial status of the city and activities of the finance department

The Finance Director gave a brief on: sales tax; status of the GF and SMA expenses and revenue; for information purposes only.

24. Administrative reports

None from the City Manager. The Mayor mentioned a few ongoing projects that were not mentioned: continued improvements at the Airport; Landfill Methane Project and Phase II; AMI for electric; firing range.

25. Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Hamilton; Martens aye. Motion carried 5-0. The meeting ended at 7:55 p.m.

Approved this 8th day of July 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
JUNE 17, 2024

The Board of City Commissioners met in a special meeting on June 17, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on June 12, 2024 at 11:00 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, Gene Martin, Daniel Emerson Necole Emerson, Terry Franklin, Tucker Martens, Jeff Craghead,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Superintendent - Equipment Services Locate Tech Admin Clerk Chief of Police Lieutenant Patrolman
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Others present:	Lynn Adams; Jeannie Richardson; Herman Skelton; Sean Buckner; Stephanie Goad; Matt Whitekiller; Lenora Skelton; Rhonda Merrill; Others Unidentified.
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1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 12:00 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Discussion and possible action to convene in Executive Session for the purpose of discussing performance of City Manager, contract agreement and/or separation agreement with City Manager, as authorized by Title 25 O.S., § 307(B)(1,2)

The City Attorney recommended moving to Executive Session. Motion was made by Mendiola, seconded by Bailey, to move to Executive Session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. The time was 12:01 p.m.

4. Possible action to reconvene to Regular Session

Motion was made by Mendiola, seconded by Bailey, to return to Regular Session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 12:41 p.m.

5. Possible action or direction pursuant to Executive Session regarding performance of City Manager, contract agreement and/or separation agreement of City Manager

Motion was made by Bailey, seconded by Mendiola, as per the request of the City Manager to enter into a separation agreement. Vote: Bailey aye; Mendiola aye; Lowe aye; Hamilton aye; Martens aye;. Motion carried 5-0.

6. Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting. Vote: Lowe aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ending at 12:42 p.m.

Approved this 8th day of July 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
JUNE 27, 2024

The Board of City Commissioners met in a special meeting on June 27, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on June 24, 2024, at 3:45 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, Ben Spyres, Terry Franklin, Nick Stock, Colton Burgess, Joshua Rogers, John Weber,	City Attorney City Clerk Interim City Manager/Director of Finance Chief Accountant Building Development Director Computer Technician Police Chief Patrolman Patrolman Lieutenant Captain
Others present:	Lynn Adams; Pamela Gay; Philip Gay; Sean Buckner; Ron Durbin; Susan Pack; Others Unidentified.	

1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 5:00 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Consider Convening in Executive Session with Attorney for Discussion of the following Pending Litigation: Watie v City of Sallisaw, et al. Eastern District of OK Case No. 20-CV-415-RAW, as Authorized by Title 25 O.S., § 307 (B) (4)

The City Attorney recommended Executive Session. Motion was made by Mendiola, seconded by Bailey, to convene in Executive Session. Vote: Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0. Time 5:00 p.m.

4. Possible Action to Reconvene to Regular Session

Motion was made by Mendiola, seconded by Hamilton; to reconvene to Regular Session. Vote: Mendiola aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0. Time 5:46 p.m. Mayor Martens stated for the record that no votes were taken in Executive Session.

5. Possible action or direction pursuant to Executive Session

Motion was made by Mendiola, seconded by Hamilton, to proceed with summary jury trial as discussed in Executive Session. Vote: Mendiola aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

6. Discussion and possible action on Change Order No. 2, in the amount of \$32,766.15, RW & Son Pipeline Construction, Inc.; Sanitary System Improvements - Country Club

The Building Development Director updated the council on the project and the need for the change order. Motion was made by Hamilton, to not approve Change Order No. 2 in the amount of \$32,766.15, the motion died for lack of a second. Motion was made by Mendiola, seconded by Bailey, to approved Change Order No. 2 in the amount of \$32,766.15. Vote: Mendiola aye; Bailey aye; Hamilton nay; Martens aye. Motion carried 3-1.

7. Possible action on acceptance of resignation of Ward 1 Commissioner, Ronnie Lowe; and discussion and possible direction on filling unexpired term

Motion was made by Bailey, seconded by Hamilton, to accept the resignation of Commissioner Ronnie Lowe, Ward 1. Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0. Motion was made by Bailey, seconded by Hamilton, to hear presentations, from those interested in the position, and make a decision at the July 8th meeting. Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

8. Adjourn

Motion made by Bailey, seconded by Mendiola, to adjourn the meeting. Vote: Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 4-0. The meeting ended at 6:04 p.m.

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

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Landscape Architectural Services

ITEM TITLE: Discussion and possible action on the proposed Proposal for Landscape Architectural Services for the Sallisaw Sports Complex Soccer and Sport Courts Project with Planning Design Group (PDG) in the amount of \$47,750.00, and, authorize Robin Haggard, Interim City Manager to sign acceptance of the proposal

INITIATOR: City Manager

STAFF INFORMATION SOURCE: PDG
Interim City Manager

BACKGROUND: This agreement provides for the landscape architectural services related to the construction of the Soccer and Sport Courts Project. This agreement, in the amount of \$47,750.00, includes the Preliminary & Final Plans, Bidding Phase, and Construction Services Phase. PDG has worked with the City of Sallisaw in the past, having designed our Sports Complex, Jay Reynolds Park Splash Pad, and our current Aquatics and Skateboard Park.

EXHIBITS: 1. SALLISAW SOCCER AND SPORTS COMPLEX

KEY ISSUES: This project is working on a construction budget of \$500,000 and PDG will try to utilize existing survey information and previous design drawings.

FUNDING SOURCE: SMA 090-501-57720 Sports Complex Engineering.

RECOMMENDATION: Approval of Proposal by Planning Design Group for Landscape Architectural Services; and authorize Robin Haggard to sign.



June 14, 2024

Mr. Keith Skelton
City Manager
City of Sallisaw
115 East Choctaw
Sallisaw, OK 74955

RE: Landscape Architectural Services for the
Sallisaw Sports Complex Soccer and Sport Courts Project

Mr. Skelton,

We appreciate the opportunity to submit this proposal for your consideration for landscape architectural service for the construction of the Soccer and Sport Courts Project. We can provide these services in the high quality that City of Sallisaw would expect. We propose the following scope of services and fee schedule for your consideration.

SCOPE OF SERVICES

1. **Preliminary Plans**

Working with a construction budget of approx. \$500,000 and from base survey information for the work area provided by the City of Sallisaw (PDG will try and utilize existing survey information and previous design drawings), we will prepare preliminary plans as outlined in the following items:

- A) Develop a preliminary layout for a new soccer, tennis/basketball, and parking area, this area would include some or all the following items in the new area:
 - 1. Develop conceptual layout and grading plans for two (2) full size soccer pitches
 - 2. Develop conceptual layout and grading plans for a tennis/basketball area with two (2) tennis courts and one (1) basketball court.
 - 3. Develop conceptual layout and grading for a +/-300 car parking lot.
 - Parking lot will not have curb and gutter
 - Parking lot will contain ADA parking
 - 4. Work with the city to provide utility connections to city lines as required for the operation of the facility.
 - 5. Develop locations for future concession/restroom building, light pole locations, and seating areas for the soccer fields.
- B) Estimate construction budget with up-dated cost figures based on the preliminary plan.

2. **Final Plans**

Following the City of Sallisaw's review and input of the preliminary plans, we will prepare the final bid plans, incorporating any revisions requested by the City. The following outlines the necessary activities within this phase:

- A) Refine items in preliminary design phase, incorporating the City's comments/input.
- B) Develop construction drawings and specifications.
- C) Provide estimated construction budget.

3. **Bidding Phase**

- A) Assist the owner with inviting contractors to bid.
- B) Attend the Pre-Bid meeting.
- C) Assist owner review with bid selection and award of contract.

4. **Construction Services Phase**

- A) Attend the Pre-Construction meeting.
- B) Assist owner in coordinating contractors to ensure timely execution.
- D) Provide bi-weekly on-site observation meeting as needed throughout the construction period of the project.
- E) Assist owner in the review of contractor payment request for compliance with construction documents.

5. **Basic Compensation**

To execute the above-described scope of services as indicated in items 1 through 4 above, the work will be performed for a lump sum of \$47,750.00 with the following breakdown:

1. Preliminary plan.....	\$16,500.00
2. Final Plan.....	\$21,500.00
3. Bidding Phase	\$ 1,500.00
4. Construction Services.....	\$ 8,250.00

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 30 Days" from the date of the invoice.

6. **Reimbursable Expenses**

Reimbursable expenses are in addition to the basic compensation Fee as set forth in section 5 of this proposal. Reimbursable expenses intended to be incurred by the Architect must be approved by the City of Sallisaw prior to such expenditure. Reimbursable expenses include actual expenditures made by Planning Design Group required by the project as follows:

- A) Prints, computer plots, copies, and other reproductions (excluding copies for office use), all expendable supplies, photography requested by the owner.
- B) Travel expenses directly related to the project.

7. **Insurance Limits**

Planning Design Group meets all state insurance requirements with current limits are as follows:

- 1. Comprehensive Business Liability: \$1,000,000. Limit.
- 2. Worker's Compensation: \$100,000/500,000/100,000 limit.
- 3. Professional Liability: \$2,000,000 limit.

8. **Additional Services**

Any services requested which are not included under the basic scope of service in this proposal will be passed on based on the hourly rates listed below or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the City of Sallisaw.

Hourly	Rates:
Principal	\$165.00
Lead Designer	\$140.00
Project Manager/Design	\$120.00
Designer I/Production	\$110.00
Designer II/Production	\$ 95.00

Sallisaw Sports Complex
Soccer Fields and Sports Court Project

We look forward to the opportunity of working with you and making this something the City of Sallisaw can be proud of.

Sincerely,

PLANNING DESIGN GROUP



Geoffery Evans
Principal

The above is an acceptable procedure and Planning Design Group is hereby authorized to proceed as outlined herein.

CITY OF SALLISAW:

~~Keith Skelton, City Manager~~

Robin Haggard, Interim City Manager

ATTEST:

(Seal)

City Clerk

Approved as to form and legality this ____ day of _____, 2024.

City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Vehicle Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 102152, issued to Blue Ribbon Auto Group of Sallisaw, Oklahoma, in the amount of \$61,000.00 for the purchase of one (1) 2024 GMC Yukon 4WD SLE to be utilized by the Sallisaw Fire Department as an Emergency Medical Response (EMR) vehicle

INITIATOR: Fire Chief

STAFF INFORMATION SOURCE: Fire Chief
Purchasing Agent

BACKGROUND: There is \$63,000.00 appropriated in the FY 2025 budget for this purchase. If approved, this vehicle will be utilized as an EMR vehicle by the Fire Department. Staff notes that this was not the lowest bid received. However, the vehicle is local, and the dealership has the vehicle in stock and ready for immediate delivery. The quote for the lowest bid does not have a vehicle available on the lot and would not likely be able to order a 2024 model.

EXHIBITS:

1. Fire Dept EMR Vehicle Agenda Item
2. VPA - Blue Ribbon Auto Group
3. 74052910476__7775D3D2-9DA0-4DE5-9E19-63CD641BE059
4. 74052911593__489FE793-3697-41C2-B314-4701182CEE0

KEY ISSUES: Blue Ribbon Chevrolet - \$61,000.00
Rhodes Chevrolet - \$59,084.65
John Vance Fleet Services - \$64,631.68

Blue Ribbon Chevrolet has the vehicle quoted available on the lot. Rhodes Chevrolet and John Vance do not have the requested 2024 models available and would have to order, which could result in the unit ordered being a 2025 model and the price would be approximately 10-15% higher and not available until much later.

FUNDING SOURCE: Budgeted Funds - 030-902-57709 - \$63,000.00 appropriated.

RECOMMENDATION: Approval of Purchase Order No. 102152, to Blue Ribbon Auto Group of Sallisaw, Oklahoma in the amount of \$61,000.00

* Possible 10-15% more
w/NOT Year Model.
(2025)

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 6/5/2024	Date of Quotation 6/24/2024	Date of Quotation 6/20/24
Department Number: 902-FIRE	Department Number: 902-FIRE	Department Number: 902-FIRE
Vendor Name / Number Blue Ribbon Chevrolet #2022	Vendor Name / Number Rhodes Chevrolet NEW	Vendor Name / Number John Lance Fleet Services #7108
Address Hwy 59 S.	Address	Address
City SALLISAW	City VAN BUREN	City GUTHRIE
State OK Zip 74955	State AR Zip 72956	State OK Zip
Phone 918-775-7741	Phone 479-474-4600	Phone 405-282-3800
Item (s) 2024 GMC Yukon 4WD SLE	Item (s) 2024 Chevy Tahoe 4WD LS	Item (s) 2024 Chevy Tahoe 4WD LS
Quantity (1) ONE	Quantity (1) ONE	Quantity (1) ONE
Price each \$61,000.00	Price each \$59,084.65 *	Price each \$64,631.68
Est. Freight 0	Est. Freight 0	Est. Freight 0
Total Cost \$ \$61,000.00	Total Cost \$ \$59,084.65 *	Total Cost \$ \$64,631.68
Quote Expiration Date N/A In Stock Immediate Delv	Quote Expiration Date build / 6 mth 30 days / Lead Time	Quote Expiration Date Build / 6 mth 30 days / Lead Time
Quotes Obtained By: A. ARMS TRONG	Quotes Obtained By: SIZEMORE	Quotes Obtained By: SIZEMORE
GL Budget \$63,000.00 Budgeted Line 030-902-57709	GL Budget \$63,000.00 Budgeted Line 030-902-57709	GL Budget \$63,000.00 Budgeted Line 030-902-57709
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date /	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

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

Randy Sizemore

From: Fire Chief
Sent: Wednesday, June 5, 2024 4:02 PM
To: Randy Sizemore
Subject: FW: New Chief Yukon
Attachments: CHIEFYUKON.pdf

Follow Up Flag: Follow up
Flag Status: Completed

LOCAL DEALER

** ON LOT in Sallisaw. Ready for immediate
DELIVERY. @ 6/24/24*

From: Colt Spencer <cspencerbrc@yahoo.com>
Sent: Thursday, May 16, 2024 11:00 AM
To: Fire Chief <firechief@sallisawok.org>
Subject: New Chief Yukon

Final price is \$61,000. Thanks!

Colt Spencer
Blue Ribbon Auto Group
(918) 775-7741



Order Workbench

Order Details - Order #DNNJFZ

Displayed: 5/16/24 at 11:52:11 AM EDT
Printed By: SPENCER, COLTON

BAC Information

Contact Name	Contact Phone
DAN	Stock No.

Model/Order Information

Model Year	2024	VIN	MSRP W/DFC	\$63,690.00
Division	GMC			
Distribution Entity	RET			
Order Type	TRE - Retail Stock			
Allocation Group	YKNALL			
Model	TK10706 - Yukon : 4WD			
TPW				

Vehicle Specifications

PEG	3SA - SLE	Trim	H0U - 3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim	MHS - 10-Speed Automatic
Color	GAZ - Summit White	Engine	L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T	FE9 - Federal Emissions

Ordered Options

3SA	SLE	MHS	10-Speed Automatic
A2X	Power Seat Adjuster (Driver's Side)	N37	Steering Column, Manual Tilt & Telescoping
A50	Seats: Front, Bucket, with Center Console	PDI	GMC Pro Safety
ARN	Seat, 3rd row 60/40 Bench, manual	PRF	3 Years of Onstar Remote Access
AT6	Seat, 2nd row 60/40 Bench, manual	QDF	Tires: 265/65 R18 All Season, Blackwall
AU3	Power Door Locks	TB4	Liftgate, Rear, manual
B30	Floor Covering: Carpet, Color Keyed	TQ5	Headlamps, Intellibeam
B58	Floor Mats, color-keyed, carpeted 1st and 2nd row	U2K	SiriusXM Satellite Radio (subscription)
BVE	Assist Steps, Black	UD5	Parking Assist, Front & Rear Sensors
C6H	GVW Rating 7500 Lbs	UDV	Driver Information Center, 12" diagonal multi-color
CJ2	Climate Control, Electronic - Dual-zone	UE1	OnStar Communication System

D07	Center Floor Console, fixed	UE4	Following Distance Indicator
DLF	Mirrors, O/S: Power, Heated	UEU	Sensor, Forward Collision Alert
FE9	Federal Emissions	UFG	Sensor, Rear Cross Traffic Alert
G86	Differential, mechanical, limited-slip	UHN	Wheels: 18" 6-Spoke Machined w/ Dk Grey Accents, Alum.
GAZ	Summit White	UHX	Lane Keep Assist/Departure Warning
GU5	Rear Axle: 3.23 Ratio	UHY	Automatic Emergency Braking
H0U	3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim	UKC	Lane Change Alert with Side Blind Zone Alert
IOK	Premium GMC Infotainment system	UVB	Rear Vision Camera, HD
K34	Cruise Control	VK3	Front License Plate Mounting Provisions
K14	120 Volt Electrical Receptacle, In Cab	WPD	GMC Pro Safety Plus Package
KW5	Alternator, 220 AMP	Z82	Trailerling Package
L84	Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T	ZW7	Suspension Package, Premium Smooth Ride

Event History

Event Code	Event Description	Effective Date	Timestamp	End Date	System	User ID
2000	Accepted by GM	05/16/2024	05/16/2024 11:18:53.710 AM		NAOWB	mmartzall
1100	Preliminary Order Accepted	05/16/2024	05/16/2024 11:10:25.318 AM	05/16/2024	NAOWB	mmartzall
1101	Preliminary Order Added	05/16/2024	05/16/2024 11:10:25.318 AM		NAOWB	mmartzall

Change History

Effective Date	Timestamp	Data Element	Before Value	After Value	User ID
No data found.					

Randy Sizemore

From: Paul Lewis <pmlewis1999@yahoo.com>
Sent: Monday, June 24, 2024 9:31 AM
To: Randy Sizemore
Subject: Re: 2024 Chevrolet Tahoe

Randy my boss made a mistake on the price and your price is \$59,084.65 my apologies, I will send corrected price and specifications.

On Monday, June 24, 2024 at 09:25:41 AM CDT, Paul Lewis <pmlewis1999@yahoo.com> wrote:

Hello Randy this is Paul Lewis with Rhodes Chevrolet. Attached are the specifications and price for the Tahoe. If the time frame goes past the GM build out for 2024 models we would have to re bid as a 2025. Thank you for your consideration, Paul Lewis.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



Order Workbench

RHODES CHEVROLET COMPANY
BU: US | BAC: 114218 | BFC: 1

Order Details - Stored Configuration <DQFND4> ⓘ



Customer Dealer

BAC Information ^

Contact Name

Contact Phone

Stock No.

DAN

Model/Order Information ^

Model Year	2024
Division	CHEVROLET
Distribution Entity	RET Retail
Order Type	TRE - Retail Stock
Allocation Group	TAHSUB
Model	CK10706 - Tahoe: 4WD
TPW	
VIN	
MSRP w/DFC	\$61,690.00

Your Price \$59,084.65

Vehicle Specifications ^

PEG	1LS - LS Preferred Equipment Group
Color	GAZ - Summit White
Trim	H0U - 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine	L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
Transmission	MHS - 10-Speed Automatic
Emissions	FE9 - Federal Emissions
Ordered Options	

1LS - LS Preferred Equipment Group

A2X - Power Seat Adjuster (Driver's Side)

A50 - Seats: Front, Bucket, Full Feature

ARN - Seat, 3rd row 60/40 Bench, manual

AT6 - Seat, 2nd row 60/40 Bench, manual

ATH - Keyless Open & Keyless Start

AYQ - RESTRAINT SYSTEM SEAT, INFLATABLE,
DRIVER & PASS FRT, F

B30 - Floor Covering: Carpet, Color Keyed

B58 - Floor Mats, color-keyed, carpeted 1st
and 2nd row

BTV - Remote Engine Starting Pkg

BVE - Assist Steps, Black

C6H - GVW Rating 7500 Lbs

CJ2 - Climate Control, Electronic - Multi-zone

D07 - Center Floor Console, fixed

DLF - Mirrors, O/S: Power, Heated

FE9 - Federal Emissions

GAZ - Summit White

GU5 - Rear Axle: 3.23 Ratio

H0U - 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim 

I0R - Chevrolet Infotainment, 7" Color Screen 

K34 - Cruise Control

KC4 - Cooler, Engine Oil

KI4 - 120 Volt Electrical Receptacle, In Cab

KNP - Transmission Cooling System

KW5 - Alternator, 220 AMP

L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

MHS - 10-Speed Automatic

N37 - Steering Column, Manual Tilt & Telescoping 

PED - Chevy Safety Assist

PRF - 3 Years of Onstar Remote Access

PZX - Wheels: 18" Aluminum with high-polish finish 

QDF - Tires: 265/65 R18 All Season, Blackwall

R6Q - Processing Option

T8Z - Buckle-To-Drive

TB4 - Liftgate, Rear, manual 

TQ5 - Headlamps, IntelliBeam

U2K - SiriusXM Satellite Radio (subscription)

UD5 - Parking Assist, Front & Rear Sensors

UE1 - OnStar Communication System

UE4 - Following Distance Indicator

UEU - Sensor, Forward Collision Alert  

UFG - Sensor, Rear Cross Traffic Alert

UHX - Lane Keep Assist/Departure Warning 

UHY - Automatic Emergency Braking

UK3 - Radio Controls -Steering Wheel

UKC - Lane Change Alert with Side Blind Zone Alert  

UKJ - Sensor, Front Pedestrian Braking

UTJ - Theft Protection System, Unauthorized Entry

UVB - Rear Vision Camera, HD 

V55 - Luggage Rack, side rails, chrome 

VK3 - Front License Plate Mounting Provisions 

WPD - Driver Alert Package  

Z82 - Trailing Package

Event History

 Global Filter

Total Records: 2 |< < 1 > >| 10 ▾

Event Code	Event Description	Effective Date	Timestamp	End Date
0500	Order Configuration Accepted	6/22/24	6/22/24, 12:31:18.197 PM	
0501	Order Configuration Added	6/22/24	6/22/24, 12:31:18.197 PM	

Change History

 Global Filter

Total Records: 0 |< < > >| 10 ▾

No data found.				

H0U - 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim 

IOR - Chevrolet Infotainment, 7" Color Screen 

K34 - Cruise Control

KC4 - Cooler, Engine Oil

KI4 - 120 Volt Electrical Receptacle, In Cab

KNP - Transmission Cooling System

KW5 - Alternator, 220 AMP

L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

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Event History

 Global Filter

Total Records: 2 < < 1 > > 10

Event Code	Event Description	Effective Date	Timestamp	End Date
0500	Order Configuration Accepted	6/22/24	6/22/24, 12:31:18.197 PM	
0501	Order Configuration Added	6/22/24	6/22/24, 12:31:18.197 PM	

Change History

 Global Filter

Total Records: 0 < < > > 10

Event Code	Event Description	Effective Date	Timestamp	End Date
No data found.				

Randy Sizemore

From: Shauna Ford <shauna@vancefleet.com>
Sent: Thursday, June 20, 2024 10:02 AM
To: Randy Sizemore
Cc: sales@vancefleet.com
Subject: City of Sallisaw -24 Chevrolet Tahoe LS 4WD <#000Q14584>
Attachments: 000Q14584.pdf

Randy,

Attached is a sales quote for the new 2024 CHEVROLET TAHOE that you requested. This vehicle is no longer available to order for the 2024 model year. We have not yet received pricing from the factory for the next model year. For budgeting purposes, please add 10-15% to the total cost to account for any factory increase in pricing for the next model year.

If you have any questions, please let me know.

Thank you, we appreciate your business.

Shauna Ford
John Vance Fleet Services
405-282-3800 x1111
shauna@vancefleet.com

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VANCE CHEVROLET BUICK, GMC OF MIAMI

FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000552011



QUOTE

DATE	6/20/2024
QUOTE NUMBER	000Q14584
EXPIRATION DATE	6/20/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

PO NUMBER

SOLD TO:

City of Sallisaw

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

SHIP TO:

City of Sallisaw

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

Any Questions? Call 405-282-3800
Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	CK10706	2024 CHEVROLET TAHOE	\$53,518.00	\$53,518.00
1	4X4	4 WHEEL DRIVE	\$3,227.00	\$3,227.00
1	LS	LS PREFERRED EQUIPMENT GROUP	\$1,536.00	\$1,536.00
1	C6H	7500LB GVWR	\$0.00	\$0.00
1	GU5	2.23 RATIO REAR AXLE	\$0.00	\$0.00
1	IOR	CHEVROLET INFOTAINMENT AUDIO SYSTEM	\$0.00	\$0.00
1	L84	5.3L V8 ENGINE	\$0.00	\$0.00
1	MHS	10-SPEED AUTO TRANSMISSION	\$0.00	\$0.00
1	PZX	18" BRIGHT SILVER PAINTED ALUMINUM WHEELS	\$0.00	\$0.00
1	QDF	265/65R18 ALL SEASON TIRES	\$0.00	\$0.00
1	UFG	REAR CROSS TRAFFIC ALERT	\$0.00	\$0.00
1	UKC	LANE CHANGE ALERT W/SIDE BLIND ZONE ALERT	\$0.00	\$0.00
1	BVE	BLACK ASSIST STEPS	\$0.00	\$0.00
1	WPD	DRIVER ALERT PACKAGE	\$475.00	\$475.00
1	ATH	KEYLESS OPEN & KEYLESS START	\$0.00	\$0.00
1	VK3	FRONT LICENSE PLATE BRACKET	\$0.00	\$0.00
1	AT6	2ND ROW SEAT 60/40 BENCH	\$0.00	\$0.00
1	ARN	3RD ROW SEAT 60/40 BENCH	\$0.00	\$0.00
1	A50	FRONT BUCKET SEATS	\$0.00	\$0.00
1	B30	COLOR KEYED CARPET	\$0.00	\$0.00
1	H0U	INT: JET BLACK PREMIUM CLOTH SEATS	\$0.00	\$0.00
1	GAZ	EXT: SUMMIT WHITE	\$0.00	\$0.00
SubTotal				\$58,756.00

This vehicle is no longer available for ordering. Please add 10-15% to the total cost to account for any factory increase in pricing for the next model year.

+10% = \$64,631.60

+15% = \$67,445.00

Accepted By: _____

Terms:

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

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

SUB-TOTAL	\$58,756.00
TAG/TAXES	\$0.00
TOTAL DUE	\$58,756.00



BLUE RIBBON CHEVROLET
Sallisaw, OK 74955
(918)775-7741

VEHICLE PURCHASE AGREEMENT

BUYER'S NAME CITY OF SALLISAW D.O.B. N/A DATE 07/01/2024
ADDRESS 115 E CHOCTAW CITY/STATE/ZIP SALLISAW, OK 74955
STATE I.D. NO. _____ STATE _____ EXP. DATE _____ HOME PHONE (918)775-6241 WORK PHONE _____
EMAIL FIRECHIEF@SALLISAWOK.ORG SALESMAN MICHELLE MARTZALL

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise.

VEHICLE BEING PURCHASED

☒ NEW ☐ USED	PRIOR USE: ☐ PERSONAL ☐ RENTAL ☐ LEASE ☐ OTHER:	VIN <u>1GKS2AKD1RR305013</u>	STOCK NO. <u>34165</u>
YEAR <u>2024</u>	MAKE <u>GMC</u>	MODEL <u>YUKON</u>	COLOR <u>SUMMIT WHITE</u>
MILEAGE <u>3</u>		☐ NOT ACCURATE	

TRADE-IN INFORMATION

YEAR	MAKE	MODEL	TYPE	COLOR
VIN			MILEAGE	
			☐ NOT ACCURATE	
BALANCE OWED TO			BALANCE OWED	
ADDRESS			TRADE-IN ALLOWANCE	
YEAR	MAKE	MODEL	TYPE	COLOR
VIN			MILEAGE	
			☐ NOT ACCURATE	
BALANCE OWED TO			BALANCE OWED	
ADDRESS			TRADE-IN ALLOWANCE	

WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)

The information you see on the window form for this Vehicle is part of this contract. Information on the window forms overrides any contrary provisions in the contract of sale. SPANISH TRANSLATION: Guia on para compradores de vehiculos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario conenida en el contrato de venta.

☐ **OUR USED VEHICLE LIMITED WARRANTY APPLIES.** We are providing a Used Vehicle Limited Warranty in connection with this transaction.

***LESS DEPOSIT** RECEIVED FROM YOU IS NOT REFUNDABLE, EXCEPT AS SET FORTH IN THIS RETAIL PURCHASE AGREEMENT. IN THE CASE OF A DEPOSIT, WE WILL HOLD THE VEHICLE FOR _____ DAYS.

CASH PRICE OF VEHICLE	62,751.00
SUBTOTAL	62,751.00
TOTAL CASH PRICE	62,751.00
LESS: TRADE-IN	N/A
TOTAL TRADE DIFFERENCE	62,751.00
PLUS BALANCE OWED	N/A
SALES TAX	N/A
TITLE FEE	N/A
LIEN/FILING FEE	N/A
PLATE TRANSFER FEE	N/A
TOTAL TAXES AND FEES	N/A
DOC FEE	149.00
SERVICE CONTRACT	N/A
TOTAL DUE	62,900.00
LESS DEPOSIT*	N/A
LESS REBATE	1,900.00
LESS CASH DUE AT DELIVERY	N/A
BALANCE TO BE FINANCED	61,000.00

The first and second pages this Agreement and any documents incorporated by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made. You agree to sign any and all documents necessary to complete the terms of this transaction.

I have read and accept all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

BUYER SIGNATURE _____ DATE 07/01/2024

BUYER SIGNATURE _____ DATE _____

ACCEPTED BY:
AUTHORIZED DEALERSHIP REPRESENTATIVE Michelle Martzell DATE 07/01/2024

ADDITIONAL TERMS AND CONDITIONS

TERMS USED IN THIS AGREEMENT. This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings. (a) **Agreement** - Means this Vehicle Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself. (b) **You, Your** - Means the Buyer identified on the first page of this Agreement. (c) **We, Us, Our** - Means the Dealership that is identified on the first page of this Agreement and its Authorized Representatives. (d) **Manufacturer** - Means the company that manufactured the Vehicle. (e) **Vehicle** - Means the Vehicle that you are purchasing from us as described on the first page of this Agreement. (f) **Trade-in Vehicle** - Means the Vehicle you are delivering to us as part of this transaction as identified on the first page of this Agreement.

DEALER'S RIGHT TO INCREASE THE PRICE. We may increase the price of the Vehicle after we accept this Agreement if the Trade-in Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with a full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

MANUFACTURER'S DESIGN CHANGES. In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

FAILURE TO DELIVER VEHICLE. You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the first page of this Agreement. If you have delivered a Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, we will pay the difference to you.

TRADE-IN VEHICLE INFORMATION. Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt or lemon buyback Vehicle; that you have the right to sell or otherwise convey such Vehicle; that such Vehicle is free and clear of liens or encumbrances, except as may be noted on the first page of this agreement; that all air pollution control equipment is on the Vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

TRADE-IN VEHICLE PAYOFF. If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

APPRAISAL OF YOUR TRADE-IN VEHICLE. If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle for this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased vehicle.

FAILURE TO PERFORM OBLIGATIONS. In the event of any failure by you to perform your obligations under this agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-in Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you.

OTHER PRODUCTS AND LENDING SOURCES. You are not required to purchase any other goods or services from us, nor are you required to finance the unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage, cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.

DEALER ASSISTED FINANCING. If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender.





AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: 4-Post Lift

ITEM TITLE: Discussion and possible action on Purchase Order No. 102153, issued to Lum's Sales & Service, Inc. of Shady Point, Oklahoma, in the amount of \$28,579.59, for the purchase of a BendPak 4-Post Lift with Accessories for Fleet Maintenance

INITIATOR: Equipment Services Superintendent

STAFF INFORMATION SOURCE: Equipment Services Superintendent
Purchasing Agent

BACKGROUND: If approved, this will allow Fleet Maintenance to install a 4-post lift in the far west bay at the garage. An additional work bay that includes a lift enables Fleet Maintenance the ability to work underneath multiple types of heavy equipment and/or dump trucks at once, therefore reducing the amount of downtime on heavy equipment that is in need of maintenance and/or repair. \$30,000.00 was included in the FY 25 budget for the purchase of lift.

EXHIBITS: 1. Fleet Maintenance 4- Post Lift Agenda Item

KEY ISSUES: An additional lift would reduce downtime in that it allows equipment services to work underneath multiple types of heavy equipment at once.

FUNDING SOURCE: Acct # 030-404-57701 - FY 25 budget \$30,000.00

RECOMMENDATION: Approval of purchase order # 102153 to Lum's Sales and Service, Inc. in the amount of \$28,579.59.

* Only 2 Bend Pak Dealers in Oklahoma.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 6/24/2024	Date of Quotation 6/25/24	Date of Quotation
Department Number: 404-Fleet Maint	Department Number: 404-Fleet Maint	Department Number:
Vendor Name / Number Lams Sales & Service #1881	Vendor Name / Number Hoffman Auto Equip New	Vendor Name / Number
Address	Address	Address
City Shady Point	City Mannford	City
State OK Zip 74956	State OK Zip 74044	State Zip
Phone 800-555-8931	Phone 918-688-3131	Phone
Item (s) Bend Pak 4-Post Lift w/Accessories	Item (s) Bend Pak 4-Post Lift w/Accessories	Item (s)
Quantity (1) ONE	Quantity (1) ONE	Quantity
Price each \$28,579.59	Price each \$31,774.00	Price each
Est. Freight 0	Est. Freight 0	Est. Freight
Total Cost \$ \$28,579.59	Total Cost \$ \$31,774.00	Total Cost \$
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date
Quotes Obtained By: G. Martin	Quotes Obtained By: G. Martin	Quotes Obtained By:
GL Budget Line \$30,000.00 Budgeted 030-404-57701	GL Budget Line \$30,000.00 Budgeted 030-404-57701	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

Lum's Sales & Service, Inc.**23214 Glover Street
Shady Point, OK 74956****Estimate**

Date	Estimate #
6/24/2024	121524

Name / Address
City of Sallisaw P.O. Box 525 115 E. Choctaw Sallisaw, OK 74955

Ship To		
City of Sallisaw 105 W. Vine Sallisaw, OK 74955 918-315-0940 Gene Martin		
Techs	P.O. No.	Rep
		CJ

Qty	Item	Description	List	Cost	Total
1	BP-HDS-27	BendPak HDS-27 27,000-lb. Capacity / Four-Post Lift / Standard If you need a bigger, better four-post lift that can handle a 27,000-lb.		22,500.00	22,500.00
1	BP-RBJ15000	15,000-lb. Capacity / Rolling Bridge Jack		4,500.00	4,500.00
1	HYD-FLUID32	AW Hydraulic 32, 5 gallon		79.59	79.59
1	Installation	For the above listed equipment. Electrical connections to equipment are not included on this quotation. Estimate does not include concrete work or metal shims for uneven concrete.		1,500.00	1,500.00

	Subtotal	\$28,579.59
	Sales Tax (0.0%)	\$0.00
	Total	\$28,579.59

****All prices reflect a 3% cash discount.**

Unless Indicated Specifically on the Line Item Quoted....Prices do not include fluids, air, electric hook-up, or concrete work.

Phone #	Fax #	E-mail
800-555-8931	918-963-5872	office@lumssales.com

Signature

Hoffman Automotive Equipment, LLC
37864 Highway 51
Mannford, OK 74044 US
+1 9186883131
hoffmanautoequip@gmail.com

Estimate

ADDRESS
City of Sallisaw Sallisaw, OK

SHIP TO
City of Sallisaw Sallisaw, OK

ESTIMATE #	DATE	
4152	06/25/2024	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Bendpak HDS-27	Bendpak HDS-27 ALI Heavy Duty 4 post Lift 27,000 lb capacity.	1	23,895.00	23,895.00T
Bendpak 15k jack	Bendpak RBJ15000 15,000 lb rolling bridge jack	1	4,795.00	4,795.00T
freight	freight n/c	1	0.00	0.00
Install	Install 27k 4 post lift / mileage	1	2,884.00	2,884.00
Install rolling jacks	Install rolling jack(s)	1	150.00	150.00
fluid	hydraulic fluid (customer can choose to supply their own)	1	50.00	50.00T

If paying with credit card, please add 4% for credit card fees. Checks can be mailed to 37864 Hwy 51, Mannford OK 74044.	SUBTOTAL	31,774.00
	TAX	0.00
	TOTAL	\$31,774.00

Accepted By

Accepted Date

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: SCBA Units

ITEM TITLE: Discussion and possible action on Purchase Order No. 102167, issued to Municipal Emergency Services, in the amount of \$62,999.94 for Self Contained Breathing Apparatus (SCBA) systems and components for the Sallisaw Fire Department

INITIATOR: Fire Chief

STAFF INFORMATION SOURCE: Fire Chief

BACKGROUND: Approval will allow the Fire Department to purchase 6 Self-Contained Breathing Apparatus (SCBA) systems. 4 of the current SCBA units are nearing their 15-year life expectancy and must be replaced. 2 units will be placed on the tanker unit in order to bring us into compliance with the National Fire Protection Agency (NFPA).

EXHIBITS: 1. Municipal Emergency Services Agenda Item
2. IMG_2153

KEY ISSUES:

- 4 SCBAs have met the life expectancy and must be replaced for the safety of the Firefighters.
- The tanker pumper only has 2 air packs, and we are required to have 4.

FUNDING SOURCE: 010-902-57952 - FY 25 Budget in the amount of \$64,000.00

RECOMMENDATION: Approval of Purchase Order No. 102167 issued to Municipal Emergency Services in the amount of \$62,999.94 for SCBA.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 5/20/2024	Date of Quotation 7/2/2024	Date of Quotation
Department Number: 902-FIRE	Department Number: 902-FIRE	Department Number:
Vendor Name / Number Municipal Emergency Services - # 6519	Vendor Name / Number Wurth / Northern Safety - # 4442	Vendor Name / Number
Address	Address	Address
City Minneapolis	City Utica	City
State MN Zip 55485	State NY Zip 13504	State Zip
Phone 1-877-637-3473	Phone 800-635-1591	Phone
Item (s) SCOTT 3M Air-Pak X3 SCBA Airpaks w/Accessories	Item (s) SCOTT 3M Air-Pak X3 SCBA Airpaks w/Accessories	Item (s)
Quantity ONE (1) System	Quantity ONE (1) System	Quantity
Price each \$62,999.94	Price each \$64,362.65	Price each
Est. Freight 0	Est. Freight 0	Est. Freight
Total Cost \$ \$62,999.94	Total Cost \$ \$64,362.65	Total Cost \$
Quote Expiration Date 7/29/2024	Quote Expiration Date 60 days	Quote Expiration Date
Quotes Obtained By: A Armstrong	Quotes Obtained By: A Armstrong	Quotes Obtained By:
GL Budget Line 010-902-57952	GL Budget Line 010-902-57952	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 102167 / 7/1/2024	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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



(877) 637-3473

Quote

Quote # QT1821459
Date 05/20/2024
Expires 07/29/2024
Sales Rep Collins, Lee
Shipping Method FedEx Ground
Customer Sallisaw City Fire Dept (OK)
Customer # C65747

Bill To

Sallisaw City Fire Dept. - OK
PO Box 525
Sallisaw OK 74955
United States

Ship To

Anthony Armstrong
Sallisaw City Fire Dept. - OK
115 East Choctaw
PO BOX 525
Sallisaw OK 74955
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914021005303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, None, None, No, Pak-Tracker, No Case, 1 SCBA Per Box	6	\$6,828.86	\$40,973.16
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	12	\$1,385.93	\$16,631.16
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	6	\$345.47	\$2,072.82
SCBA Flow Test			SCBA Flow Test	6	\$0.00	\$0.00
201275-01			EPIC 3 Voice Amplifier (Individually Packaged)	5	\$627.12	\$3,135.60
201210-01			ASSY,COM BRKT,AV3 HT,SER KIT,R	5	\$37.44	\$187.20

Chief Armstrong
918-775-4115

Subtotal \$62,999.94
Shipping Cost \$0.00
Tax Total \$0.00
Total \$62,999.94

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1821459



Quotation

Customer
City Of Sallisaw (Account #5262795)
PO Box 525
Sallisaw, OK, 74955-0525
Attention: Anthony Armstrong
Phone: (918) 775-6241

Quote # 467898
Quote Effective Date
07/02/2024
Pricing Effective Through
09/30/2024

Line	Item #	Description	UOM	Qty	Unit Price	Ext. Price
1	X8914021005303	3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X8914021005303, 4500, E-Z Flo+, Continuous Hose, Pak-Tracker, 1 ea/Case	EA	6	\$6,671.87	\$40,031.22
2	20197	3M™ Scott™ Carbon-Wrapped Snap-Change Cylinder, 4.5 PSI, 45 Min	EA	12	\$1,492.54	\$17,910.48
3	196494 M	3M™ Scott™ AV-3000 HT Full Facepiece, 4 Kevlar Straps	EA	6	\$398.25	\$2,389.50
4	152313	3M™ Scott™ EPIC 3 Voice Amplifier, Open Bracket Configuration	EA	5	\$768.13	\$3,840.65
5	149490	SCOTT AV3000HT EPIC 3 OPEN BRACK RIGHT	EA	5	\$38.16	\$190.80

Totals:
Quote Total: \$64,362.65

Notes:

All Quoted Pricing is evaluated after 60 days and may be subject to a Price Adjustment based on manufacturer increases and/or market conditions.

All pricing is in US Dollars.

Pricing does not include freight charges or state sales tax (if applicable) unless otherwise noted.

No other offers or discounts apply to quoted pricing.

If you have any questions regarding this quote contact me:

Kaleb Files, Operations Coordinator

To place an Order, call: (918) 665-2330 or Fax: (800) 635-1591



AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Repair/Replacement of Transformers

ITEM TITLE: Discussion and possible action on Purchase Order No. 98750, which was \$528.90 above the previously approved *not to exceed amount* for repairs and/or replacement of various sized transformers, issued to Imperium Supply of Edmond, Oklahoma

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendent

BACKGROUND: This purchase order was approved August 14, 2023, in *an amount not to exceed \$26,000.00* for any unforeseen costs. The additional cost is due to one of the large transfers requiring additional fabrication; the transformer was heavily damaged after being hit by a vehicle.

EXHIBITS: 1. Quote 7-26-2023

KEY ISSUES: Given the limited availability of transformers, repair of transformers that are repairable is a must.

FUNDING SOURCE: GL # 010-601-53316 Electric Transformer Repairs

RECOMMENDATION: Acknowledge overage in the amount of \$528.90 on Purchase Order No. 98750 issued to Imperium Supply.

Proposal

Imperium Supply PO Box 8290, Edmond, OK. 73083

Rgebauer@imperium-supply.com

405-719-9402

CUSTOMER

Sallisaw

ESTIMATE NO

DATE _____

7/26/2023

ADDRESS

115 E Choctaw Ave

CITY/STATE/ZIP

Sallisaw, OK 74955

PHONE

918-775-6241

E-MAIL

bsmith@sallisawok.org

SALESPERSON

Robert Gebauer

PROJECT

N/A

PREPARED BY:

Robert Gebauer

ATTENTION

Blakely Smith

PAYMENT TERMS

Net 30

DUE DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	SN: NW136902, 15 KVA Full Rewind, Replace 2 L.V. bushings	\$1,962.00	\$1,962.00
1	SN: G206697-65Y, 10 KVA Full Rewind	\$1,473.00	\$1,473.00
1	SN: 851027953, 15 KVA Full Rewind	\$1,812.00	\$1,812.00
1	SN: 1825034, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: 21A132061, 25 KVA Recondition	\$563.50	\$563.50
1	SN: 20A512547, 25 KVA Recondition, Replace 1 H.V. bushing	\$638.50	\$638.50
1	SN: 851027588, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: M22H17428, 25 KVA Recondition, Replace 2 L.V. Bushings	\$692.50	\$692.50
1	SN: 5379470, 25 KVA Beyond Economical Repair, Replace with new unit	\$2,464.80	\$2,464.80
1	SN: 851027946, 15 KVA Recondtition	\$542.50	\$542.50
1	SN: 83H0668, 15 KVA Full Rewind	\$1,812.00	\$1,812.00
1	SN: NW58481, 15 KVA Recondition	\$542.50	\$542.50
1	SN: H673438YG8A, 25 KVA Recondition	\$563.50	\$563.50
1	SN: 300195, 10 KVA Full Rewind	\$1,473.00	\$1,473.00
1	SN: 83A31202, 500 KVA 3-Phase, Recondition, Replace 1 L.V. Bushing, Repair Damage to Cabinet	\$5,163.50	\$5,163.50
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		SUBTOTAL	\$24,632.90
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: *Price reflects cost of oil and copper, subject to change. **price covers base repair parts cost extra.**		TAX RATE	0.00%
		SALES TAX	\$0.00
		OTHER	
		TOTAL	\$24,632.90

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

*Price reflects cost of oil and copper, subject to change. **price covers base repair parts cost extra.**

Sign Below to Accept Quote:

Authorized Rep

Date

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Executive Recruitment

ITEM TITLE: Discussion and possible action on proposed Contract for Professional Services between the City of Sallisaw and Oklahoma Municipal Management Services (OMMS) for Executive Recruiting of a City Manager

INITIATOR: Interim City Manager
City Attorney

STAFF INFORMATION SOURCE: Interim City Manager

BACKGROUND: Being an affiliated member of OMMS, staff reached out to them to provide a proposed contract for professional services for executive recruitment. Staff also reached out to SGR from Keller, Texas requesting a proposed contract, but nothing has been returned. We also received a proposal from Colin Baenziger & Associates from Daytona Beach Shores, Florida. They did not include any contract fees in their proposal.

Fees included in the OMMS contract are as follows:

- \$12,000 Professional Services Fee-3 installments
- Not to exceed \$2,000 for expenses such as advertising, postage, supplies, candidate background investigations on selected semifinalists
- \$1,000 Development of an optional Community Profile (With information from Sallisaw)
- This includes (5) five on-site visits. Additional site visits would be billed at \$375 daily rate plus reasonable expenses.

Note: Travel expenses for selected candidates are NOT included in this proposal and will be the responsibility of the City of Sallisaw.

EXHIBITS: 1. Sallisaw City Manager Executive Search Contract (Signed by Whitlock)

KEY ISSUES: N/A

FUNDING SOURCE: General Fund

RECOMMENDATION: Award Contract for Professional Services to Oklahoma Municipal

Management Services

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES is made and entered on this 8th day of July, 2024, by and between the City of Sallisaw, Oklahoma, a municipal corporation, located at 115 East Choctaw, Sallisaw, Oklahoma 74995 (Client), and Oklahoma Municipal Management Services, a 74 O.S. § 1001, et seq, "Oklahoma Interlocal Cooperative" organization, located at 7633 East 63rd Place, Suite 507, Tulsa, Oklahoma 74133 (OMMS).

WHEREAS, the Client wishes to retain the professional Executive Search Services of OMMS on the terms and conditions set forth herein, and OMMS wishes to provide such services.

NOW THEREFORE, the parties hereto agree as follows:

Scope of Services

OMMS will provide professional services in the area of an executive search for the position of City Manager. This includes a commitment by OMMS that all elements of the search process, services and conditions, listed in this contract hereto, will be completed in a timely manner:

Executive Search Professional Services
City Manager
City of Sallisaw, Oklahoma

Term

This contract shall be effective on the date of approval by the Client and shall remain in effect for the period necessary for successful completion of the executive search process. The contract may be terminated upon thirty (30) days prior written notice to OMMS. If the Client terminates the contract, OMMS will then be entitled to any portion of the fee earned up to and including the date of termination.

Professional Service Fee

The professional service fee is listed as follows:

Professional Services Fee: \$12,000.00

1/3rd due at execution of the contract, 1/3rd due at evaluations of semifinalist phase and remainder due at completion of the interview process.

Expenses Not to Exceed: \$2,000

Expenses includes advertising costs, postage, supplies and candidate background investigations on selected semifinalists.

Development of an optional Community Profile: \$1,000.00 (with information from Sallisaw).

*Note: Travel costs for the selected candidates are not included in this proposal and, as such, would be the responsibility of the City of Sallisaw.

The Client will mail payments, after proper invoicing, to the following address:

Oklahoma Municipal Management Services
3650 South Boulevard
Edmond, OK 73013

For reporting purposes, the tax identification number for OMMS is 83-1296936.

The fixed professional fee for this recruitment process anticipates no more than five (5) on-site visits. Additional work related to the executive recruitment process, and as specifically requested by the Client, which is outside the scope of this project (i.e., additional on-site visits), will include an additional fee and will be billed at a daily rate of \$375.00 plus reasonable expenses.

Additional Placements

If candidates from this executive recruitment process are selected for another position by the Client, within six (6) months of the recruitment process, a \$3,000.00 lump sum fee will be due and payable to OMMS.

Guarantee

OMMS commits to remain with this recruitment assignment, until the Client has made an initial appointment, for the fee and tasks listed in the proposal.

Devotion of Time

OMMS shall devote such time, to the performance of its duties under this contract, as is necessary for the completion of the project.

Confidentiality

Client will abide by the recommendations of the City Management Association of Oklahoma (CMAO) regarding the integrity of the selection process and respect for applicants, and will not publicly disclose the identity of applicants, unless disclosure is approved in writing by the affected applicants.

Notice

All notices, except payments, hereunder shall be in writing and deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

City of Sallisaw
ATTN: Mayor Ernie Martens
115 East Choctaw
Sallisaw, OK, 74995

If to OMMS:

Oklahoma Municipal Management Services
ATTN: Steve Whitlock, Executive Director
7633 East 63rd Place, Suite 507
Tulsa, OK 74133

Entire Contract

This contract supersedes any and all other contracts, either oral or in writing, between the parties hereto, with respect to the subject matter hereof, and no other agreement, contract, statement or promise relating to the subject matter of this contract, which is not contained herein, shall be valid or binding.

Amendment

This contract may be amended only by the mutual written agreement of the parties and such written amendment shall become incorporated into the contract once executed by the Client and OMMS.

Legal Construction

In case any one or more of the provisions contained in this contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provisions thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Counterparts

This contract may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one contract.

Controlling Law and Venue

All disputes regarding the construction, interpretation, and the parties' rights and obligations under this contract will be governed by the laws of the State of Oklahoma without regard to any conflicts of law provisions. The parties agree to submit to the exclusive venue and jurisdiction of the State of Oklahoma, in District Court, Sequoyah County, State of Oklahoma.

IN WITNESS WHEREOF, the City of Sallisaw, Oklahoma, has appropriated sufficient funds to satisfy the terms and conditions of this contract and executed it on behalf of its Mayor, and the OMMS Executive Director has signed and executed this contract, which becomes effective commencing the 8th day of July, 2024.

CITY OF SALLISAW, OKLAHOMA:

Ernie Martens, Mayor

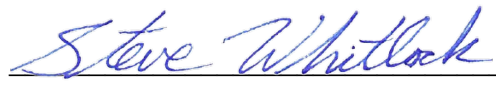
ATTEST:

Kim Jamison, City Clerk

APPROVED AS TO FORM:

John R. Montgomery, City Attorney

OMMS:



Steve Whitlock, Executive Director

SALLISAW, OKLAHOMA

RESOLUTION NO. 2024-17

A RESOLUTION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, CONCERNING THE HIRING PROCESS FOR A CITY MANAGER FOR THE CITY OF SALLISAW, AND ESTABLISHING POLICIES AND PROCEDURES FOR SAID HIRING PROCESS

WHEREAS, the Board of City Commissioners of the City of Sallisaw, Oklahoma, pursuant to state law, is responsible for the selection and appointment of the City Manager of the City; and,

WHEREAS, with a planned vacancy in the position, the Board of City Commissioners is required to select and appoint a new City Manager of the City; and,

WHEREAS, the Board of City Commissioners desires to create a process that will encourage the most qualified applicants possible to consider employment with the City, and desires to complete the hiring within a timely manner; and,

WHEREAS, approval of a written process will benefit the Board of City Commissioners, possible applicants, and the public by making the selection process as clear as possible; and,

WHEREAS, approval of this resolution is in the best interests of the residents of the City of Sallisaw, Oklahoma.

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

The Board of City Commissioners approves the following procedures in the hiring of a new City Manager:

Oklahoma Municipal Management Services (OMMS) is directed to advertise the position with OMMS, the City Management Association of Oklahoma (CMAO), the Oklahoma Municipal League (OML), the Texas Municipal League (TML) and the International City/County Management Association (ICMA), and any other appropriate online city management websites deemed appropriate by OMMS.

The advertisement attached as Exhibit 1 is approved for publication.

The City Manager Job Description attached as Exhibit 2 is approved.

The Sallisaw Community Profile attached as Exhibit 3 is approved.

All applications shall be submitted to the attention of OMMS, 7633 East 63rd Place, Suite 507, Tulsa, Oklahoma, 74133, or by email at recruiter@okmms.org, and shall be kept strictly confidential.

The Board of City Commissioners will work individually and collectively with OMMS to review all applications received and will determine an appropriate number of qualified candidates to interview.

The Board of City Commissioners establishes as a goal the objective of reaching unanimous approval on the candidate who is selected.

Each City Commissioner is encouraged to seek input from members of the public about the characteristics and qualifications that are important to the residents for the selection process, to share their goals and expectations with prospective candidates and citizens to help establish shared goals for the Board of City Commissioners and the community, and to individually consider those goals, characteristics and qualifications during the hiring process.

The Board of City Commissioners will abide by the recommendations of the City Management Association of Oklahoma (CMAO) regarding the integrity of the selection process and respect for applicants and will not publicly disclose the identity of applicants (unless disclosure is approved in writing by the affected applicants), as set forth by Exhibit 4.

Dated and approved this 8th day of July, 2024.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Jamison, City Clerk

John R. Montgomery, City Attorney

EXHIBIT 1

**City Manager Advertisement
City of Sallisaw, Oklahoma
(TO BE DETERMINED LATER)**

EXHIBIT 2

**City of Sallisaw, Oklahoma
City Manager
Job Description
(TO BE DETERMINED LATER)**

EXHIBIT 3

Sallisaw Community Profile (TO BE DETERMINED LATER)

EXHIBIT 4



RESOLUTION NO. 2008-01

A RESOLUTION OF THE CITY MANAGERS ASSOCIATION OF OKLAHOMA CONCERNING THE PROPER HIRING PROCESSES FOR CITY MANAGERS IN THE STATE OF OKLAHOMA

WHEREAS, a number of entities have proposed guidelines and procedures concerning the hiring process, including the role of the public during the interview and selection of City Managers and Town Administrators in the State of Oklahoma.

WHEREAS, the City Managers Association of Oklahoma represents the interest of City Managers, Town Administrators, and other management professionals for municipalities within the State;

WHEREAS, the role of the public in the selection and interview process is an important issue for the municipalities and professionals involved in the selection process;

WHEREAS, the approval of guidelines concerning the selection process will benefit the public, municipalities, applicants and professionals involved in the selection process;

NOW, THEREFORE BE IT RESOLVED by the City Managers Association of the State of Oklahoma, as follows:

The requirement that applicants for vacant management positions be publicly disclosed is not required by law, and said disclosure will discourage good and qualified candidates from applying for vacant positions.

The interest of the public is protected in the selection process by the involvement of an elected body that represents the interest of the municipality and the public in the selection process.

The City Managers Association of Oklahoma recommends that all municipalities in Oklahoma respect the interest of applicants for management positions, create processes that encourage the greatest number of qualified candidates, and acknowledge the significance of confidentiality in the application and interview process for management positions.

All City Manager applicants are encouraged to submit this resolution with their application to inform municipalities of the importance of this issue for the profession in Oklahoma.

Approved by the membership of the City Managers Association of Oklahoma

Steve Whitlock, President

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Resolution 2024-17

ITEM TITLE: Discussion and possible action on Resolution 2024-17; *A Resolution of the Board of City Commissioners of the City of Sallisaw, Oklahoma, concerning the Hiring Process for a City Manager for the City of Sallisaw, and Establishing Policies and Procedures for Said Hiring Process*

INITIATOR: OMMS
City Attorney
Interim City Manager

STAFF INFORMATION SOURCE: OMMS

BACKGROUND: If approved, the Resolution establishes policies and procedures for the City Manager's hiring process. The policies and procedures encompass both OMMS, and the BOCC.

EXHIBITS: 1. Resolution 2024-17

KEY ISSUES:

- Work individually and collectively with OMMS.
- BOCC establishes as a goal the objective of reaching unanimous approval of the candidate who is selected.
- Seek input from members of the public.
- Will not publicly disclose the identity of applicants.

FUNDING SOURCE: GF

RECOMMENDATION: Approval of Resolution 2024-17.

SALLISAW, OKLAHOMA

RESOLUTION NO. 2024-17

A RESOLUTION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, CONCERNING THE HIRING PROCESS FOR A CITY MANAGER FOR THE CITY OF SALLISAW, AND ESTABLISHING POLICIES AND PROCEDURES FOR SAID HIRING PROCESS

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WHEREAS, with a planned vacancy in the position, the Board of City Commissioners is required to select and appoint a new City Manager of the City; and,

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WHEREAS, approval of a written process will benefit the Board of City Commissioners, possible applicants, and the public by making the selection process as clear as possible; and,

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Dated and approved this 8th day of July, 2024.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Jamison, City Clerk

John R. Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Nutrition Center Utilities

ITEM TITLE: Discussion and possible action on request from DOCServices, Inc. for the City of Sallisaw to provide free utilities

INITIATOR: DOCServices, Inc.

STAFF INFORMATION SOURCE: DOCServices, Inc
Utility Billing Statements

BACKGROUND: DOCServices, Inc took over the management of the Sallisaw Nutrition Center on July 1, 2024 (Building Lease was approved June 10th). They have requested assistance with utilities. Attached is information on recent billing statements of the previous nutrition management firm. A recent 12-month average of the billing statement is \$1,133.93. This includes water, electric, sewer, and sanitation.

For Diamondnet services, we provide both basic video and internet services at no charge.

EXHIBITS: 1. Copier_20240604_120835
2. Nutrition Center Utilities

KEY ISSUES:

- In the past, the city has not given assistance to the management of the facility. We do assist in maintaining the building, including replacement of appliances, heat and air units, and other needed repairs. We also mow.
- DOC is a non-profit, providing services in several other Oklahoma Counties.

FUNDING SOURCE: N/A

RECOMMENDATION: Provide guidance to staff on DOCServices request for assistance with utilities.



June 4, 2024

To Whom It May Concern:

We would like to formally introduce DOCServices, Inc. as the new Older American's Act and ADvantage Medicaid Waiver provider for Cherokee, Adair and Sequoyah Counties. At the request of the State Department on Aging, we are stepping in to insure there are no gaps in service to your area as MC Nutrition will no longer be providing senior services. DOCServices, Inc. has a longstanding reputation as being a nonprofit senior service provider for over 43 years in Delaware, Ottawa and Craig Counties and we are excited to now include your area. We pride ourselves with providing a personal caring touch to our clients and plan to keep the same local caring staff the clients are accustomed to.

We would like to request assistance with the utilities of the Sallisaw Senior Center. We understand time is very limited for this request and would like to assure you we normally do all city requests by February each year. In the 43 years we have been serving seniors, all local municipalities have kindly provided a multitude of services including all utility cost. While we understand all city governments are different, we hope you will also consider supporting your seniors with this request.

We expect this to be a seamless transition with no disruption of service as we transition into managing the nutrition project and being the local meal provider on July 1st, 2024. Your constituents will continue to see the familiar faces of their current delivery drivers. We look forward to partnering with you for years to come to serve our clients! If any questions or concerns arise, please do not hesitate to contact us we welcome open lines of communication.

Sincerely,

B.J. Mooney
Executive Director

Caselle Connect® Customer Inquiry

Customer: Customer 22353 of 38231

306.3240.00.02 MC NUTRITION PO BOX 1882 Account balance: 1,012.16
[115 W REDWOOD AVE A](#) Balance due: 05/20/2024 .00
306324000 MUSKOGEE OK 74402-1882 Last payment: 05/14/2024 947.79-

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Detail Billed Usage Chart Billed Amount Chart Billing Chart

	05/31/2024	04/30/2024	03/31/2024	02/29/2024	01/31/2024	12/31/2023	11/30/2023	10/31/2023	05/31/2023
Electric	608.36	560.72	497.92	583.76	428.27	500.83	484.64	572.26	602.64
Electric usage	5,717	5,258	4,653	5,480	3,982	4,681	4,525	5,450	5,747
Electric CPBA	30.87	24.71	40.02	45.48	18.72	51.02	70.14	109.00	92.53
Water	29.60	26.50	26.50	26.50	26.50	26.50	29.60	26.50	24.00
Water usage	3	2	1	1	2	2	3	2	0
Sewer	22.75	20.00	20.00	20.00	20.00	20.00	22.75	20.00	17.00
Garbage	260.00	260.00	260.00	260.00	260.00	260.00	260.00	260.00	208.00
St Solid Waste Fee	.25	.25	.25	.25	.25	.25	.25	.25	.25
Curbie	.00	.00	.00	.00	.00	.00	.00	.00	.00
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	.00	.00
Reconnect	.00	.00	.00	.00	.00	.00	.00	.00	.00
Tax	60.33	55.61	49.38	57.89	42.47	49.67	48.06	56.75	59.76
NSF	.00	.00	.00	.00	.00	.00	.00	.00	.00
Penalty	.00	.00	.00	.00	.00	.00	.00	140.93	.00
Total charges	1,012.16	947.79	894.07	993.88	796.21	908.27	915.44	1,185.69	1,004.18
Previous balance	947.79	894.07	993.88	796.21	908.27	915.44	1,044.76	1,409.28	1,004.89
Payments	947.79-	894.07-	993.88-	796.21-	908.27-	915.44-	1,044.76-	1,550.21-	1,004.89-
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00

1,012.16 947.79 894.07 993.88 796.21 908.27 915.44 1,044.76 1,004.18

Caselle Connect® Customer Inquiry

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Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Detail Billed Usage Chart Billed Amount Chart Billing Chart

	04/30/2023	03/31/2023	02/28/2023	01/31/2023	12/31/2022	11/30/2022	10/31/2022	09/30/2022	04/30/2022
Electric	576.45	449.39	423.92	420.54	401.62	556.50	487.67	1,016.87	.00
Electric usage	5,491	4,249	4,000	3,967	3,782	5,296	4,694	9,944	0
Electric CPBA	112.02	99.00	76.00	97.98	79.80	141.93	126.74	194.90	.00
Water	29.50	29.50	32.25	29.50	29.50	26.75	29.50	24.00	.00
Water usage	4	4	5	4	4	3	4	0	0
Sewer	21.50	21.50	23.75	21.50	21.50	19.25	21.50	17.00	.00
Garbage	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	.00
St Solid Waste Fee	.25	.25	.25	.25	.25	.25	.25	.25	.00
Curbie	.00	.00	.00	.00	.00	.00	.00	.00	.00
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	.00	.00
Reconnect	.00	.00	.00	.00	.00	.00	.00	.00	.00
Tax	57.17	44.57	42.04	41.70	39.83	55.19	48.36	100.84	.00
NSF	.00	.00	.00	.00	.00	.00	.00	.00	.00
Penalty	.00	.00	.00	78.05	.00	.00	.00	.00	.00
Total charges	1,004.89	852.21	806.21	897.52	780.50	1,007.87	922.02	1,561.86	.00
Previous balance	852.21	806.21	819.47	780.50	1,007.87	922.02	1,460.87	1,009.92	.00
Payments	852.21-	806.21-	819.47-	858.55-	1,007.87-	922.02-	1,460.87-	1,110.91-	.00
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00

1,004.89 852.21 806.21 819.47 780.50 1,007.87 922.02 1,460.87 .00

Billing Date	Amount
5/31/2024	\$ 1,012.16
4/30/2024	\$ 947.79
3/31/2024	\$ 894.07
2/29/2024	\$ 993.88
1/31/2024	\$ 796.21
12/31/2023	\$ 908.27
11/30/2023	\$ 915.44
10/31/2023	\$ 1,185.69
9/30/2023	\$ 1,570.69
8/31/2023	\$ 1,614.08
7/31/2023	\$ 1,484.54
6/30/2023	\$ 1,284.30
12-mth total	\$ 13,607.12
Avg	\$ 1,133.93

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: OkMRF Authorized Agent

ITEM TITLE: Discussion and possible action on appointing Robin Haggard as the City of Sallisaws Authorized Agent with the Oklahoma Municipal Retirement Fund (OkMRF)

INITIATOR: OkMRF

STAFF INFORMATION SOURCE: OkMRF

BACKGROUND: Approval gives the person appointed to be the main contact for all things retirement with Oklahoma Municipal Retirement and allows for signature/approval on all retirement forms.

EXHIBITS: 1. Authorized Agent Notification

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval for Robin Haggard to be the City of Sallisaw's Authroized Agent with Oklahoma Municipal Retirement Fund.



Oklahoma Municipal Retirement Fund
AUTHORIZED AGENT NOTIFICATION FORM

AUTHORIZED AGENT DESIGNATION PROCESS

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the Employer and Committee regarding Plan matters. Please refer to the Authorized Agent Role and Responsibilities section of this form or the plan document for specific duties.

If you, as Authorized Agent, want to designate another Authorized Signer (please complete a Notice of Authorized Signer).

AUTHORIZED AGENT INFORMATION (Please print clearly using black or blue ink)

NAME OF MUNICIPALITY OR ENTITY: CITY OF SALLISAW

FEDERAL TAX ID NUMBER: _____

APPROVED AUTHORIZED AGENT: ROBIN HAGGARD

TITLE: INTERIM CITY MANAGER

AUTHORIZED AGENT SIGNATURE: _____

EFFECTIVE DATE: 07/08/2024

MAILING ADDRESS: PO BOX 525; SALLISAW OK 74955

PHONE NUMBER: (918) 775-6241 FAX NUMBER: (918) 775-9550

EMAIL ADDRESS: rhaggard@sallisawok.org

AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the BOARD OF CITY COMMISSIONERS (governing body) of SALLISAW, Oklahoma and was duly approved on the 8TH day of JULY, 20 24

City of SALLISAW

By: _____

Title: MAYOR
(Mayor or Chairman)

Date Seal City Clerk

PLEASE CONTINUE TO PAGE 2 FOR AUTHORIZED AGENT'S ROLE AND RESPONSIBILITIES DEFINITION

AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

EXCERPT FROM SECTION 9.1 (b) OF THE MASTER DEFINED BENEFIT PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

- (1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;
- (2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
- (3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
- (4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;
- (5) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
- (6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and
- (7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

EXCERPT FROM SECTION 10.1 (b) OF THE MASTER DEFINED CONTRIBUTION PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

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- (3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
- (4) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
- (5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and
- (6) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Rezoning

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC 2024-005; rezoning request from Highway Commercial and Commercial Recreation District (C-4) to Office District (C-1) by Wyman and Michelle Dobbs; and Ordinance 2024-03 with Emergency Clause

INITIATOR: Wyman Dobbs

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Mr. and Mrs. Dobbs are requesting a rezoning from Highway Commercial and Commercial Recreation District (C-4) to Office District (C-1). The property is located at and to the west of 603 West Cherokee Avenue. The request for the C-1 zoning would allow new construction to be within the setback requirements. The Planning Commission considered this item at their July 2nd meeting and recommended approval. Staff also recommends approval.

EXHIBITS:

1. PC2024-005 Notice of Hearing
2. PC2024-005 Newspaper
3. 2024.03.Rezoning Request.Dobbs, Wyman & Michelle

KEY ISSUES: None.

FUNDING SOURCE: None.

RECOMMENDATION:

1. Approval of Planing Commission Case No. 2024-005 and Ordinance 2024-03.
2. Approval of Emergency Clause.

NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

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

Lots 1, 2, 3, 4 and 5 in Block 111 in the Bruton Addition to the City of Sallisaw, Sequoyah County, Oklahoma. Less Public Road Rights of Way and subject to Easements of Record.

has filed with the Sallisaw Planning Commission a written application # **PC 2024-005** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Highway Commercial and Commercial Recreation District (C-4) to Office District (C-1).**

The undersigned will present said application to the Sallisaw Planning Commission on **July 2, 2024**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 12th day of June, 2024.

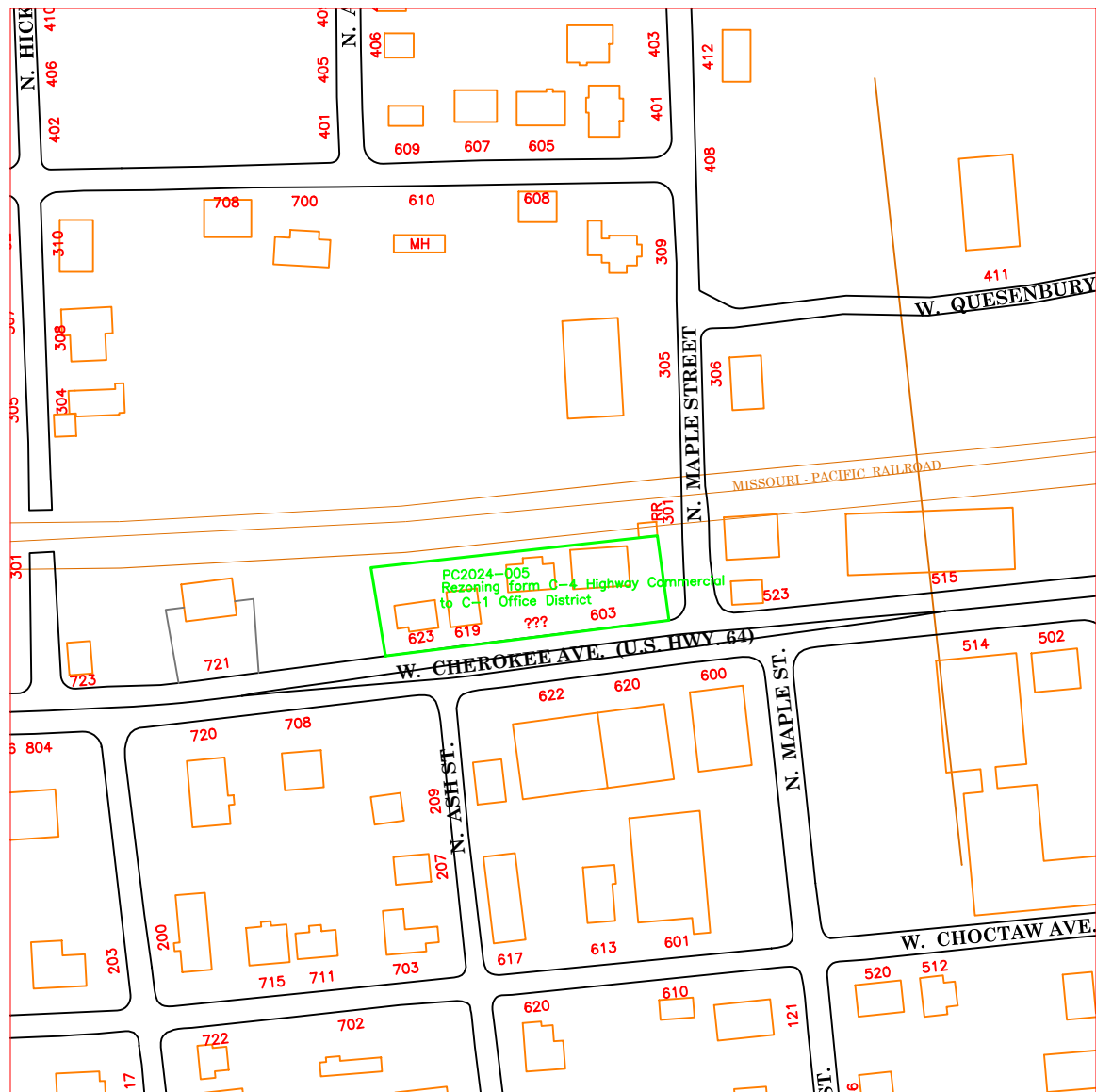
By: Wyman Dobbs & Michelle Dobbs
Owner(s)

Or By: _____
Agent

By: Crystal Sides
Secretary, Sallisaw Planning Commission

Bill To:

**Wyman Dobbs
603 W. Cherokee
Sallisaw, OK 74955**



ORDINANCE NO. 2024-03

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

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

SECTION 1.

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

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

Lots 1, 2, 3, 4, and 5, Block 111, in the Bruton Addition to the City of Sallisaw,
Sequoyah County, Oklahoma;

be and the same is hereby changed from C-4 to C-1 District, which is owned by Wyman Dobbs and Michelle Dobbs, husband and wife.

SECTION 2.

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

APPROVED this 8th day of July, 2024.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: July 8, 2024
Board: Board of City Commissioners
Subject: Final Plat Presentation

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC 2024-006; Plat Presentation of Netz Family Properties Lots 1 thru 4 by CLN, LLC

INITIATOR: Jackson Goodwin of Mickle Griffin, LLC, agent

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Jackson Goodwin, agent for CLN, LLC, will present a plat of Netz Family Properties Lots 1 thru 4, an addition to the City of Sallisaw, for consideration. This property is located at 602 South Kerr Boulevard. The intent is for commercial development and potential future commercial/residential development. The Sallisaw Planning Commission considered this during their July 2nd meeting. Both staff and Planning Commission recommend approval.

EXHIBITS: 1. PC2024-006 Request Plat Approval
2. PC2024-006 CLN, LLC Plat

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of final plat as presented.

CASE # _____

PLANNING COMMISSION
REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for Netz Family Properties, Lots 1 thru 4

General Location 602 South Kerr. Blvd. Sallisaw, OK 74955

Present Use of Property Vacant - A-1 and C-4

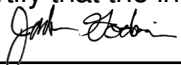
Proposed Use of Property Commercial development and potential future commercial/ residential development

Record Owner of Property CLN, LLC

If Applicant is other than owner, indicate interest: Purchaser, Lessee, Agent for, CLN, LLC
_____, other, _____

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

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

Signed  Address Mickle Griffin, LLC
Phone 479-649-8484 3434 Country Club Ave.
Fort Smith, AR 72903

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____	Date: _____
_____	Present Zoning: _____
Application No.: _____	Requested: _____
Fee Receipt: _____	P.C. Action: _____
City Action: _____	Date: _____
Ordinance No.: _____	

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, CLN, LLC, being the (SOLE OWNER) of the fee simple and to the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

Approximately 3.42 ACRES± of the NE1/4 SW1/4 and approximately 8.10 ACRES± of the NW1/4 SE1/4 all in Section 06, T-11-N, R-24-E, in the City of Sallisaw, in Sequoyah County, Oklahoma, being more particularly described as follows and shown on this survey plat (surveyed by cornerstone surveying for Darrel Netz, on 03-08-2023, job # 23-304):

Commencing at the NW corner of said NW1/4 SE1/4, Thence along the North line thereof N88°13'33"E 30.00 feet to a point, Thence S00°38'55"E 227.54 feet to a point, Thence S87°35'33"W 369.39 feet to a point on the East right of way line of U.S. Highway 59, Thence along said Right of Way line S11°56'32"E 300.47 feet to a found Iron Pin for the SW corner of the Owensby Investment Property (As filed in Deed 358, Page 146 of the County Records) and the True Point of Beginning, Thence along the boundaries of said property N88°05'10"E 449.92 feet to a set Iron Pin, S01°54'29"E 100.08 feet to a found Iron Pin, and N88°05'31"E 419.05 feet to a found Iron Pin, Thence leaving the Owensby Property S01°39'29"E 582.84 feet to a found Iron Pipe for the NE Corner of the Svendsen Property (As Filed in Deed 558, Page 351 of the County Records), Thence along the North line thereof S88°20'21"W 727.00 feet to a set Iron Pin on said Right of Way line, Thence N13°30'01"W 693.88 feet to the Point of Beginning, containing 11.52 ACRES± more or less, subject to any easements or Rights of Way of Record.

Have caused the same to be surveyed, staked and platted and have caused the same to be named and designated "Netz Family Properties - Lots 1 thru 4", an addition to the City of Sallisaw, Oklahoma. I/we hereby dedicate to the City of Sallisaw, its successors and assigns, all easements and streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

OWNER TITLE

STATE OF _____ SS
County Of _____

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2024, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

Notary

My Commission Expires:

(SEAL)

SURVEYOR'S CERTIFICATE

I, Douglas R. Whitlock, P.S., a competent surveyor and a Registered Land Surveyor under Registration No. 1602, do hereby certify that I have carefully and accurately surveyed and staked the property located on a part of the East-Half of Section 4, and part of Lot 60, Country Club Estates, as described on the plat and that iron pins have been placed at all property corners and that the described plat is a true representation of said survey.

Certificate of Authorization: #9099; Expires 6-30-2025

Witness my hand this the _____ day of _____, 2024.

DOUGLAS R. WHITLOCK, P.S.

STATE OF _____ SS
County Of _____

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2024, personally appeared Douglas R Whitlock, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

Notary

My Commission Expires:

(SEAL)

Existing Easement
Right-of-Way
Lot Line
Boundary Line

LEGEND

----- R/W -----

=====

Point of Beginning

Point of Commencement
Northwest Corner
NW1/4 SE1/4
06-11N-24E

NE1/4
SW1/4
Section 6
T-11-N
R-24-E

NORTH KERR BOULEVARD
(U.S. HWY 59)

NW1/4
SE1/4
Section 6
T-11-N
R-24-E

NOT PLATTED
SHREE
SWAMINARAYAN,
LLC

NOT PLATTED
CARTER, CRAIG D.
EQUITY TRUST

NOT PLATTED
BRONSON, CHARLIE
& BRANDY TINGLE
HERITAS, LLC

APPROVAL OF PLAT

The Board of City Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Netz Family Properties - Lots 1 thru 4", an addition to the City of Sallisaw, Oklahoma, and accepts the easements shown therein.

Dated this _____ day of _____, 2024.

City Of SALLISAW, OK

MAYOR

ATTEST:

City CLERK

(SEAL)

The Planning Commission of the City of Sallisaw, Oklahoma recommends approval of plat "Netz Family Properties - Lots 1 thru 4", an addition to the City of Sallisaw, Oklahoma, and the easements as shown therein.

Dated this _____ day of _____, 2024.

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

I, Angela Gist, Treasurer of Sequoyah County, Oklahoma, do hereby certify that all taxes on the property hereon platted and described have been paid or cash bond placed to secure the same.

Dated the _____ day of _____, 2024.

County TREASURER

NOTES:

Highway Right-of-Way information from ODOT.

Basis of Bearing is Grid, OK State Plane, North Zone, NAD83

Elevation Reference: NAVD88

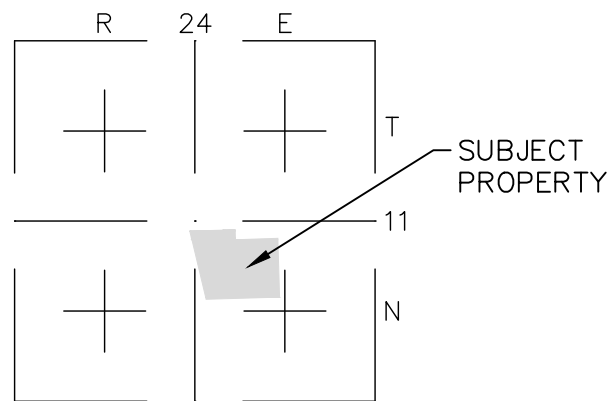
Temporary Bench Mark Reference: Found Monument; N 182094.41, E 2930322.24, EL 511.69

All Lot measurements are to Lot Corners.

All Lot measurements on Curves are Chord Distance

All Corner Radii equal 25.0 feet unless otherwise noted.

Location Map



Location Map Scale: 1"=3000'
Section 6
Sequoyah County, Okla.

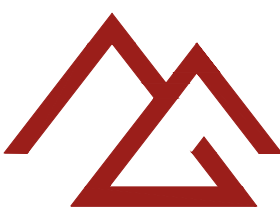
50 0 50
Scale in Feet

NETZ FAMILY PROPERTIES

LOTS 1 thru 4

Sallisaw, Sequoyah County, Oklahoma

An addition to the City of Sallisaw, being part of the NE1/4, SW1/4 and NW1/4 SE1/4, all in Section 6, Township 11 North, Range 24 East, Indian Meridian, Sequoyah County, Oklahoma



MICKLE GRIFFIN
ENGINEERS - SURVEYORS

P.O. Box 8130
Scale: 1" = 50'

Fort Smith, Arkansas
MAY 2024

Owner & Developer

CLN, LLC
PO Box 956
Sallisaw, Oklahoma 74955

ADMINISTRATIVE REPORTS

Meeting Date:	July 8, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- August 12, 2024 - BOCC Regular Meeting

City Manager Reports

- Update on Landfill Phase II project: Jodie with Cattails emailed on June 28th regarding the AJD request for the landfill expansion project. The deadline to provide a decision to us on what they consider Waters of the US (requiring a permit and mitigation) has been extended to September 2024. The Corps' Regulatory PM wants to meet with the City to see if we can find other solutions to move forward. She and I both agreed it would be best if we wait to have this meeting when we have a new city manager in place due to this being such a long-term project.
- Staff continues to document the required Lead Water Service Line Inventory as required by ODEQ. This inventory must be submitted by October 16, 2024.
- Update on ODEQ Consent Order 23-256: ODEQ has asked us to complete two tasks related to the consent order.
 - Detailed evaluation and procedures for future lab testing for copper.
 - List of industrial customers who discharge into our sewer system.

Other

- Central Christian Church out of Killeen, TX send a note and a copy of a church members facebook post. These members were traveling to Branson when they were involved in a roll-over accident. Through the care of our police dept, paramedics, fire dept, and the Quality Inn hotel staff, they are now home and doing well. The note states "Nothing says welcome to our city than the warmth and kindness shown to visitors."
- We also received a note from a person camping at Brushy: "We really enjoyed Brushy Lake Park. The park is well maintained, and the park host does an excellent job taking care of campers and sites".