

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

September 9, 2024

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Discussion and possible action on acceptance of resignation of City Attorney effective October 8, 2024**
- 4. Presentation to John Robert Montgomery**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Possible action on consent agenda**
 - (a) Consider approval of regular minutes of August 12, 2024 and special meetings of August 15, 2024 and September 5, 2024
 - (b) Acknowledge Invoice paid report for August 2024
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Receive presentation from Mr. Howard Copeland concerning search for a shooting range; and possible direction to staff**

- 9. Discussion and possible action on Airport Lease Agreement between the City of Sallisaw and Mr. Chad Sheffield and Mr. J. Brooks Coffee for lease of hangar at the Sallisaw Municipal Airport**
- 10. Discussion and possible action on Purchase Order No. 102819, issued to Modern Fence Company of Fort Smith, Arkansas, in the amount of \$44,941.93 for the installation of fencing at the N. Wheeler Ave property**
- 11. Discussion and possible action on Purchase Order No. 102820, issued to Joe Cooper Chevrolet of Yukon, Oklahoma, in the amount of \$53,831.00 for the purchase of one (1) Chevy 1500 Police Tahoe 4WD 9C1 Pursuit Model for the Police Department**
- 12. Discussion and possible action on Purchase Order No. 102821, issued to Arkansas Electric Cooperatives, Inc. of Little Rock, Arkansas, in the amount of \$44,550.00 for the purchase of three (3) reels of wire**
- 13. Discussion and possible action on staff's request to purchase one (1), 2024(5) Freightliner M2 106/Tymco Model 600 regenerative air street sweeper for the Street Department; and authorize purchase via a lease purchase agreement**
- 14. Discussion and possible action on Resolution 2024-19; *A Resolution Authorizing Execution of a Lease Purchase Agreement of Equipment***
- 15. Discussion and possible action on Resolution 2024-20; *A Resolution of Support for Safe Routes to School***
- 16. Discussion and possible action on Resolution 2024-21; *A Resolution Providing Changes in Electric Service Rates in the City of Sallisaw, Oklahoma, and Superseding Previous Resolutions***
- 17. Discussion and possible action on Resolution 2024-22; *A Resolution Providing Changes in Water and Sewer Service Rates in the City of Sallisaw, Oklahoma, and Superseding Previous Resolutions.***
- 18. Discussion and possible action on Resolution 2024-23; *A Resolution Amending The Master Fee Schedule, Establishing Certain Rates And Fees For The City Of Sallisaw, And Superseding Previous Resolutions***

- 19. Conduct Public Hearing for the Purpose of Receiving Questions and/or Comments Concerning the Possible Annexation of Property Owned by Steven and Deborah O'Neal**
- 20. Discussion and possible action on Ordinance 2024-05; An Ordinance Providing for the Annexation to the City of Sallisaw, Oklahoma, Certain Property Hereinafter set out; and Approval of Emergency Clause**
- 21. Conduct Public Hearing for the Purpose of Receiving Questions and/or Comments Concerning the Possible Annexation of Property Owned by Christina and David Harris**
- 22. Discussion and possible action on Ordinance 2024-06; An Ordinance Providing for the Annexation to the City of Sallisaw, Oklahoma, Certain Property Hereinafter set out; and Approval of Emergency Clause**
- 23. Discussion and possible action on Purchase Order No. 102822, issued to Core and Main of Coweta, Oklahoma, in the amount of \$68,671.20 for materials to install a 6" water line on Drake Road**
- 24. Discussion and possible action on Purchase Order No. 102823 issued to Lattimore Welding, LLC of Sallisaw, in the amount of \$22,250.00 for weir replacement at the Sallisaw Wastewater Treatment Facility**
- 25. Discussion and possible action on Purchase Order No. 102850, issued to Storm Sirens, Inc. of Norman, Oklahoma, in the amount of \$78,260.00 for the purchase of Two (2) New Sentry Model 14V-B Stationary Warning Sirens with Two-Way Fiber Optic Control and Conversion of Three (3) Existing Sirens to Two-Way Fiber Optic.**
- 26. Discussion and possible action on items related to the Drake/Lenington Water System Improvements**
 - (a) Accept bids received**
 - (b) Possible action on Award of Contract to Patriot Utilities of Ozark, Arkansas in the amount of \$845,927.50 and authorize Neel, Harvell and Associates, Engineer, to execute all necessary documents, including contract, upon receiving approval of such from the City Attorney**

- 27. Discussion and possible action on staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 182 Days at 5.54% Interest**
- 28. Discussion and possible action on staff's request to reinvest the Cemetery Fund Certificate of Deposit with Local Bank for 308 Days at 5.52% Interest**
- 29. Possible action to consider convening in Executive Session as Authorized by Title 25 O.S.,§ 307(B)(3) to Discuss Possible Purchase of Real Property**
- 30. Consider Motion to Reconvene to Regular Session**
- 31. Possible action on Any Action or Direction Pursuant to Executive Session**
- 32. Discussion and possible action concerning live-streaming the Council Meetings via the City's YouTube Channel beginning at the October 14, 2024, meeting**
- 33. Receive update on current and future projects**
- 34. Receive update on the financial status of the city and activities of the finance department**
- 35. Administrative reports**
- 36. Adjourn**

Posted: SEPTEMBER 5, 2024

Time: 5:42 P.M.

KIM JAMISON

MONTGOMERY AND MONTGOMERY, P.C.

ATTORNEYS AT LAW

123 EAST CHOCTAW P.O. Box 1180
SALLISAW, OKLAHOMA 74955-1180

JOHN ROBERT MONTGOMERY
MEDESSA COOK MONTGOMERY

TELEPHONE (918) 775-9178
FACSIMILE (918) 775-6447

August 8, 2024

Mayor, Mr. Ernie Martens, emartens@sallisawok.org
Ward 1 Commissioner, Mr. Kenny Moody, kmoody@sallisawok.org
Ward 2 Commissioner, Mr. Josh Bailey, jbailey@sallisawok.org
Ward 3 Commissioner, Mr. Julian Mendiola, jmendiola@sallisawok.org
Ward 4 Commissioner, Mr. Brad Hamilton, bhamilton@sallisawok.org

**RE: RETIREMENT AS CITY ATTORNEY AND AS ATTORNEY FOR SALLISAW
MUNICIPAL AUTHORITY**

I am writing to formally announce my retirement as City Attorney from the City of Sallisaw and as Attorney for the Sallisaw Municipal Authority, effective October 8, 2024. Having been given the opportunity to serve as City Attorney for over forty (40) years and Assistant City Attorney and Planning Commission member before that, this decision has been a difficult one for me.

I have had the privilege of being a part of the City's team for a long time, and during this time, I have had the opportunity to work alongside some of the most talented and inspiring individuals in Sallisaw, Oklahoma.

As I move into this new phase of life, I will always cherish the memories, experiences, and friendships I have gained here. These friendships I have formed and the lessons I have learned will stay with me forever.

Thank you for the privilege of serving as City Attorney.

Sincerely,


JOHN ROBERT MONTGOMERY
JRM/kf

CC: Robin Haggard, Acting City Manager
robin@sallisawok.org

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
AUGUST 12, 2024

The Board of City Commissioners met in a regular meeting on August 12, 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 August 9, 2024, at 3:50 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 4
Members absent:	Julian Mendiola,	Member, Ward 3
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Randy Sizemore, LaLita Armer, Terry Franklin, Tucker Martens, John Weber, Judge John Cripps,	City Attorney City Clerk Director of Finance/Interim City Manager Chief Accountant Building Development Director Economic Development Director Computer Technician Senior Code Inspector IT Manager Purchasing Agent Patrolman Chief of Police Lieutenant Captain Municipal Judge
Others present:	Lynn Adams; Laura Kuykenadall; Michael M. Hogan; Pamela Gay; Philip Gay; Jeannie Richardson; Jay Fleetwood; Others unidentified.	

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Installation of Kenny Moody as Commissioner, Ward 1

Judge Cripps swore in Kenny Moody as Commissioner Ward 1.

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

None.

4. Possible action on consent agenda

a Consider approval of regular minutes of July 8, 2024

b Acknowledge Invoice paid report for July 2024

c Consider approval of Mayor's reappointment of Frank Sullivan and Mike Meece to the Sallisaw Airport Advisory Board, each for three-year terms ending September 30, 2027

Motion was made by Bailey, seconded by Hamilton, for approval of the consent agenda.
Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

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

None.

6. Discuss and Consider Approval of Resolution 2024-18; *Casting a Vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to Fill the Expiring Term of At-Large Trustee Representing the Entire Membership*

Motion was made by Bailey, seconded by Moody, for approval of Resolution 2024-18

voting for Robert Johnston. Vote: Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

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

Motion was made by Hamilton, seconded by Moody, to deny request from DOCServices for the City of Sallisaw to provide free utilities. Vote: Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

8. Discussion and possible action on Purchase Order No. 102471, Issued to Imperium Supply of Edmond, Oklahoma, in an Amount Not to Exceed \$28,000.00 for Repairs and/or Replacement of Various Sized Transformers

Motion was made by Hamilton, seconded by Bailey, for approval of Purchase Order No. 102471, issued to Imperium Supply, in an amount not to exceed \$28,000.00. Vote: Hamilton aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

9. Discussion and possible action on Purchase Order No. 102472, issued to Harrison Signs of Sallisaw, Oklahoma, in the amount of \$30,389.48 for the purchase of one (1) 50" x 126" 5.7 mm EMC LED digital display sign (marquee located at the intersection of Wheeler Avenue and Cherokee Avenue)

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 102472, issued to Harrison Signs, in the amount of \$30,389.48. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

10. Discussion and possible action on Purchase Order No. 102481, issued to Motorola Solutions, in the amount of \$62,000.00 for multiple in-car camera systems and body-worn cameras to include; cloud storage, installation, batteries, etc. for the Police Department

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 102481, issued to Motorola Solutions, in the amount of \$62,000.00. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

11. Discussion and possible action on request from Greenbelt Turf Management, LLC for a 30-day extension to complete the South Cedar Tree Removal and Easement Clearing Project

Motion was made by Moody, seconded by Hamilton, for approval of request from Greenbelt Turf Management for a 30-day extension to complete the South Cedar Tree

Removal and Easement Clearing Project. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

12. Discussion and possible action on Purchase Order No. 102543, issued to VIP Technology Solutions Group of Coweta, Oklahoma, *in an amount not to exceed \$25,000.00* for network cameras and licensing for the Police Department

Motion was made by Bailey, seconded by Moody, for approval of Purchase Order No. 102543, issued to VIP Technology Solutions Group, in an amount not to exceed \$25,000.00. Vote: Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

13. Discussion and possible action on Planning Commission Case No. PC 2024-007; rezoning request from Agricultural District (A-1) and Highway Commercial and Commercial Recreation District (C-4) to Highway Commercial and Commercial Recreation District (C-4) by CLN, LLC; and Ordinance 2024-04 with Emergency Clause

Motion was made by Bailey, seconded by Hamilton, for approval of Planning Commission Case No. PC 2024-007 and Ordinance 2024-04. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0. Motion was made by Bailey, seconded by Hamilton, for approval of emergency clause. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

14. Receive presentation from representative(s) of the Boys and Girls Club concerning the gymnasium project; Possible direction from the Council

George Bormann gave a history of the Boys and Girls Club of Sequoyah County. In April 2023, the Boys and Girls Club received ARPA funding for the construction of a gymnasium. Through that, the B&G Board has been looking for properties throughout the city. Because of the specific requirements, they are having trouble finding a location with a facility that meets their needs. The Boys and Girls club would like to know if the City would be willing to have a partnership with the donation of land and create a co-use agreement. A few city-owned property locations were discussed; the area by the new aquatic facility and at the sports complex. After a short discussion, it was the consensus that the Boys and Girls Club should continue to look at property options.

15. Receive update on current and future projects

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

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

department

The Chief Accountant gave an update; for informational purposes only.

17. Administrative reports

The Interim City Manager went over the notes that were included in the agenda.

18. Adjourn

Motion was made by Hamilton, seconded by Moody, to adjourn the meeting. Vote:
Hamilton aye; Moody; Bailey aye; Martens aye. Motion carried 4-0. The meeting ended
at 6:48 p.m.

Approved this 9th day of September 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
AUGUST 15, 2024

The Board of City Commissioners met in a special meeting on August 15, 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 August 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, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Christian Sizemore,	City Attorney City Clerk Director of Finance/Interim City Manager Chief Accountant Network Manager
Others present:	Steve Whitlock; JoLyn Rains; Brian Becker; Dawn Butler; Pamela Gay; Philip Gay; 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. Possible action to convene to Executive Session with Steve Whitlock of OMMS to discuss the employment, hiring, and appointment of a City Manager, in accordance with 25 O.S. § 307 B(1)

At the recommendation of the City Attorney, motion was made by Mendiola, seconded by Bailey, to convene to executive session. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 5:01 p.m.

4. Possible action to convene to Regular Session

Mayor Martens noted there were no votes taken in executive session. Motion was made by Mendiola, seconded by Moody, to reconvene to regular session. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 5:42 p.m.

5. Possible action or direction pursuant to Executive Session

None.

6. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Hamilton aye; Martens aye. The meeting ended at 5:42 p.m.

Approved the 9th day of September, 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
SEPTEMBER 5, 2024

The Board of City Commissioners met in a special meeting on September 5, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on August 30, 2024, at 9:20 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, Ben Spyres, Christian Sizemore,	City Attorney City Clerk Director of Finance/Interim City Manager Computer Technician Network Manager
Others present:	Lynn Adams; Jeannie Richardson.	

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. 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 convening to Executive Session. Motion was made by Bailey, seconded by Moody, to convene in Executive Session. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 12:01 p.m.

4. 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; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0. Time 12:43 p.m. No votes were taken in executive session.

5. Discussion and Possible Action or Direction Pursuant to Executive Session

Motion was made by Mendiola, seconded by Moody, that there was no action or direction pursuant to Executive Session. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

6. Adjourn

Motion was made by Hamilton, seconded by Moody, to adjourn the meeting. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 12:44 p.m.

Approved this 9th day of September, 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Hangar Lease

ITEM TITLE: Discussion and possible action on Airport Lease Agreement between the City of Sallisaw and Mr. Chad Sheffield and Mr. J. Brooks Coffee for lease of hangar at the Sallisaw Municipal Airport

INITIATOR: FBO
Economic Development Director

STAFF INFORMATION SOURCE: Economic Development Director
FBO

BACKGROUND: The proposed agreement is for leasing the old Sullivan hangar. Mr. Sheffield and Mr. Coffee will both utilize the hangar. The hangar donated by Mr. Sullivan was accepted by the City in January 2024. The proposed hangar rent is \$250.00 per month.

EXHIBITS: 1. Airport Hangar Lease.Sheffield.Coffee.2024

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Airport Lease Agreement.

AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into by and between the CITY OF SALLISAW, a Municipal Corporation, herein referred to as the LESSOR, and Chad Sheffield, of 479019 Old US Highway 64, Muldrow, Oklahoma 74948, AND J. Brooks Coffee, of P.O. Box 412, Vian, Oklahoma 74962, herein referred to as the LESSEES.

LESSOR is the owner of an airport known as the Sallisaw Municipal Airport at Sallisaw, Oklahoma, herein referred to as the AIRPORT.

1. WITNESSETH, that said LESSOR, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto LESSEES a metal building, 60 feet by 60 feet, identified as Airport Hangar #_____, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma, being situated on a tract of land 86.50 feet by 70.00 feet and more particularly described as: All that part of the SW¼ SE¼ of Section 7, Township 11 North, Range 24 East, Indian Base and Meridian, Sequoyah County, Oklahoma, described using an assumed basis of bearing being North-South along the West line of the SE¼ of said Section 7, created by Kelly Osburn P.L.S. No. 1628 and more particularly described as: Commencing at the NW corner SW¼ SE¼ of said Section 7, thence along the West line thereof South 175.36 feet; thence East 227.08 feet to the point of beginning; thence continuing East 86.50 feet; thence S00°34'24"E 70.00 feet; thence West 86.50 feet; thence N00°34'24"W 70.00 feet to the point of beginning, containing 0.14 acres, more or less.
2. The Term of this Lease shall be effective from the date of the execution of this Lease to June 30, 2025, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice.
3. LESSEES, in consideration of the premises herein set forth, agrees to pay to LESSOR, as rental for the above-described premise, the sum of *Two Hundred and Fifty Dollars (\$250.00)* per month, payable in advance on or before the 1st day of each month. A late fee will be assessed on the 10th day of the month in the amount of \$25.00 for any unpaid lease payment due. The full lease payment may be prepaid in advance annually. The lease amount of this hangar may be changed by the LESSOR upon a written 60-day notice.
4. LESSEES agree the building leased shall be used for the storage of two aircrafts and no other purpose, and LESSEES shall keep the leased premises in a neat and orderly manner.
5. LESSEES agree that if LESSEES cease to store aircrafts in the leased hangar for a period exceeding six (6) months, LESSOR may cancel this lease immediately upon written notice to the LESSEES.
6. LESSEES are granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport

including, but not limited to, the landing field and any extensions thereof, roadways, runways, taxiways, aprons, beacons, landing lights signals, radio aids, and all conveniences for flying, takeoffs and landings, subject to the rules, laws or regulations regarding the same.

7. LESSEES agree that they will, at their own expense, keep and maintain the lease premises and all structures and fixtures thereon in good repair and in a clean, safe and healthful condition at all times. Maintenance on and around the lease premises shall include, but is not limited to mowing grass and elimination of trash, garbage, etc. LESSEES further agree to not allow any condition on the leased premises that may interfere with the landing, taxing and take off of aircraft.
8. LESSEES agree that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
9. LESSEES agree to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
10. All utilities provided to the hangar shall be the responsibility of the LESSEES.
11. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of LESSOR, after being authorized by the LESSOR. At any time, LESSEES may submit a request for improvements to the LESSOR, and LESSOR shall consider those improvements and perform the same if LESSOR sees a cost benefit of such list of requested improvements. Any damage caused by the LESSEES shall be repaired and paid for by the LESSEES or billed to the LESSEES, for prompt payment, if repaired by the LESSOR. Damages repaired by the LESSEES shall meet the standards of the LESSOR and must be approved by the LESSOR prior to repairs being completed.
12. LESSEES further agree:
 - a. The hangar door shall not be left open or unattended.
 - b. No signs shall be attached to the hangar.
 - c. No fueling of aircraft shall be performed within the hangar.
 - d. No hazardous or toxic materials shall be stored in the hangar.
 - e. Ramps or taxiways shall not be used as a parking space for vehicles; Only approved parking spaces shall be used for vehicles.
 - f. No open flame heaters shall be stored or operated within the hangar.
13. At the end of this lease, or sooner termination thereof, LESSEES shall give peaceable possession of the premises to LESSOR in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

The covenants and agreements of this Lease shall extend to and be binding upon the successors, heirs, and executors of the parties hereto.

WITNESS our hands and seals this ____ day of _____, 2024.

LESSOR: CITY OF SALLISAW, A Municipal Corporation _____ Ernie Martens, Mayor Attest: _____ Kim Jamison, City Clerk [seal]	LESSEES: _____ Chad Sheffield _____ J. Brooks Coffee
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Approved as to Form:

John Robert Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Fencing

ITEM TITLE: Discussion and possible action on Purchase Order No. 102819, issued to Modern Fence Company of Fort Smith, Arkansas, in the amount of \$44,941.93 for the installation of fencing at the N. Wheeler Ave property

INITIATOR: Electric Superintendent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Approval will allow fencing to be installed around the lot at the new electric department building location on Hwy 59 N. This will help create more security for the trucks and materials. Three (3) quotes were received:

- Modern Fence - \$44,941.93
- Derik Gish - \$54,500.00
- IPS Construction - \$76,280.22

EXHIBITS: 1. Fence Quotes

KEY ISSUES: Without fencing, the lot would be open and easily accessible where trucks and materials are to be stored.

FUNDING SOURCE: General Fund 010-601-53301- \$80,000 Budgeted

RECOMMENDATION: Approval of Purchase Order No. 102819 in the amount of \$44,941.93.

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 8-7-24	Date of Quotation 8-7-24	Date of Quotation 8-7-24
Department Number: 601	Department Number: 601	Department Number: 601
Vendor Name / Number MODERN FENCE	Vendor Name / Number Derik Gish	Vendor Name / Number IPS CONSTRUCTION
Address 5801 S 29TH ST	Address	Address PO BOX 1612
City FORT SMITH	City	City SALLISAW
State OK Zip 72908	State Zip	State OK Zip 74959
Phone 479-649-6511	Phone 918-235-4388	Phone 918-775-0885
Item (s) FENCE FOR NEW ELECTRIC BUILDING	Item (s) FENCE AROUND NEW ELECTRIC BUILDING	Item (s) FENCE AROUND NEW ELECTRIC BUILDING
Quantity	Quantity	Quantity
Price each	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ \$ 44,941.93	Total Cost \$ \$54,500	Total Cost \$ 76,280.22
Quote Expiration Date	Quote Expiration Date	Quote Expiration Date
Quotes Obtained By: BS	Quotes Obtained By: BS	Quotes Obtained By: BS
GL Budget Line	GL Budget Line	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 102819, 9/3/24	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

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

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

TO : DIRECTOR, FBI
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [Illegible]
RE: [Illegible]

On [illegible] at [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE [illegible] BY [illegible]

CITY OF SALLISAW					
PURCHASE REQUISITION / PURCHASE ORDER					
NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED					
Vendor # _____ Department: <u>Electric</u>				PO Number _____	
Vendor Name: <u>Modern Fence</u>				PO Date _____	
Address: <u>5801 South 29th Street</u>				Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing NOTE PO NUMBER ON INVOICE ----- Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
City: <u>Fort Smith</u>		State: <u>Ar</u>		Zip: <u>72908</u>	
Contact:			Phone/Cell	/	
Email			Fax	Grant Funds Y N	
Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	Fence for new Electric Building	010-601-301	1	44941.93	\$ 44,941.93
	2600 N Wheeler				
Comments, Note grant information if applicable:				Freight/Other	
Fence for new Electric Building				Total Cost	\$ 44,941.93
Requestor: <u>Blakely Smith jr</u> Date: <u>8-16-2024</u>				PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u>	
Purchasing Approval: _____ Date: _____				Dept Need Date: _____	
				Order Date/By: _____/_____	
				Est. Delivery: _____	



Modern Fence Company
Modern Metal Fabrication
Modern Access Control

MODERN FENCE COMPANY
5801 South 29th Street
FORT SMITH, AR 72908
479-649-6511
www.modernfence.com
operations@modernfence.com
Ar. Contractors Lic. #0001760410
Page 1
08/15/2024

PROPOSAL/CONTRACT

Customer Information:

City of Sallisaw
PO Box 525
SALLISAW, OK 74955
BSMITH@SALLISAWOK.ORG

Job Information:

BLAKELY SMITH
2600 N WHEELER ST
SALLISAW, OK 74955

Notes:

24411

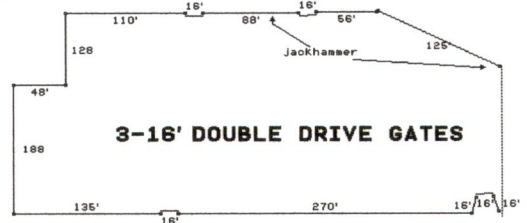
GREG MATLOCK
479-651-7660
GMATLOCK@MODERNFENCE.COM

3% CONVENIENCE FEE IS ADDED TO THIS QUOTE
IF PAYING BY CREDIT CARD..

DOWN PAYMENT IS 50% OF THE CONTRACT AND
THE BALANCE IS DUE ON COMPLETION OF THE
JOB..

QUOTE IS BASED ON GOOD DIGGING CONDITIONS.
NO ROCKS, ROOTS OR IMPACTED GROUND.

**BUILD 1250' OF 72" TALL 9 GAGE CHAIN
LINK WITH 3 STRANDS OF BARBED WIRE.
W/1 16' CANTILEVER GATE WITH OPERATOR
W/KEYPAD, CARD READER, EXIT LOOP.
OWNER WILL SUPPLY ELECTRICITY.
PRICE INCLUDES JACKHAMMER AND TEAR OUT
AND HAUL OFF 188' OF EXISTING FENCE**



MODERN FENCE COMPANY agrees to guarantee the above Project to be constructed with workmanship consistent with our industry and provides a Workmanship Warranty for one year from the project completion date.

Materials used in the above Project will be covered by the manufacturer's warranties. If written warranties are available from manufacturer they will be provided at the end of the project. This includes Electronic devices associated with the Project. No warranty provided by Modern Fence Inc. or its suppliers insures against wood warping, twisting, splitting, or project alignment caused by any of the above mentioned. In addition, no warranty will cover any Act of God, Electric Surge, abuse, accident, or the labor to replace any components damaged in this way.

MODERN FENCE COMPANY shall advise the customer as to local zoning regulations if known, but responsibility for complying with said regulations and obtaining any required permits shall remain the responsibility of the customer.

MODERN FENCE COMPANY will assist the customer, upon request, in determining where the Project is to be erected, but under no circumstance does MODERN FENCE COMPANY assume any responsibility concerning property lines or in any way guarantee their accuracy. We will erect the Project where told and substantiate its location with physical marks or verbal conversations. You may halt the construction after it has begun. However, this will most likely result in additional charges being added to the cost of the Project.

If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE COMPANY will assume the responsibility for having underground public utilities located and marked. These are typically marked in the easement and do not typically extend into the private property. If we are asked to locate the Project in the immediate vicinity of known utilities the Customer will assume all liability for any damage incurred to marked or unmarked lines.

MODERN FENCE COMPANY assumes no responsibility for unmarked sprinkler lines, septic tank lines, electric lines, or any other unmarked buried lines or objects. It is best to identify these items if known before we arrive. Repair or replacement of any damaged lines or objects is the sole responsibility of the Customer.

The customer will assume all liability for any damage caused by directing MODERN FENCE COMPANY to dig in the immediate vicinity of known utilities.

The final billing will be based on the Contract Price plus or minus any change orders. Additional work will be billed at our published labor rate plus any materials used or lost because of the change.

Partial billing for materials delivered to the job site and work completed may be sent at weekly or monthly intervals.

MODERN FENCE COMPANY reserves the right to charge for excessive Ground Obstructions. This include ground that is difficult to dig in due to Roots, Rocks, Hardpack, Rip Rap, or unforeseen buried materials. Other items not listed will be reviewed on a case by case basis.

MODERN FENCE COMPANY reserves the right to refuse service to anyone we determine to be financially unstable or difficult. In addition, we reserve the right to cancel the project if we determine that appropriate funds will not be available at completion or that the project will be extended for any length of time which is no fault of MODERN FENCE COMPANY.

If the Customer cancels the job for any reason. The Customer will be subject to the greater, a 15% restocking fee to Company, or the return fee charged by the vendor plus handling, freight and taxes, for all material. However, if materials were special ordered, processed, modified, electrical, or determined to be non-returnable they are non-refundable. The Customer will be required to pay for these materials and all out of pocket expenses incurred by the Company. Expenses greater than the deposit are due and payable in full within 15 days of invoicing. Expenses less than deposit will be deducted and balance returned.

The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced.

All materials will remain the property of MODERN FENCE COMPANY until all invoices pertaining to this job are paid in full. Right of access and removal is granted to MODERN FENCE COMPANY in the event of non-payment or incomplete payment under the terms of this contract.

The Customer agrees to provide a Down Payment not to be less than 50% of the contract price upon accepting this agreement. The Customer further agrees to pay original contract price plus any additional charges. In addition, the customer agrees to pay all interest and any costs incurred in the collection of this debt.

Quotations are good for 10 Days from the date of printing.

Approved & Accepted for Customer:

Contract Amount: \$ 44941.93

Down Payment: \$ 22470.97

Balance Due: \$ 22470.96

Customer

Date

Accepted for MODERN FENCE COMPANY:

Salesperson

Date

Fencing

Derik Gish <dwgish0020@gmail.com>

Wed 8/7/2024 8:31 AM

To:Blakely Smith <bsmith@sallisawok.org>

Contractor's Invoice

WORK PERFORMED AT:

TO:

City of Sallisaw
Blakely Smith

DATE

Aug 7, 2024

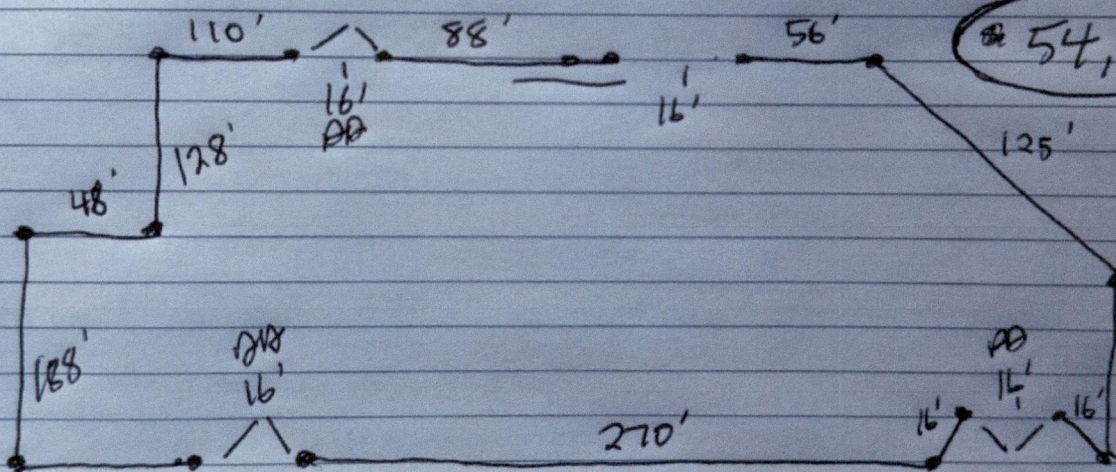
YOUR WORK ORDER NO.

91017

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

1250' of 6' x 9 gauge + barbed wire

1-16' cantilever gate
3-16' DD gate swing\$30,000 - materials
\$22,500 - labor
\$2,500 - cutout of
concrete/jackhammer

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by:

Month

Day

Year

in accordance with our ☐ Agreement ☐ Proposal

No. _____

Dated _____

Month

Day

Year

BSS-92588-377

Oklahoma C&C Fencing Supply

3705 NE 104th St Ste 500

OK 73131 US

405-696-7713

sales@okccfencing.com

okccfencing.com

Estimate**ADDRESS**

Derik Gish

DG Construction

* 4 - 16' cantilever GATES
w Barbwire

ESTIMATE #

2751

DATE

08/01/2024

1250' OF 6" TAU X 9 Gauge Galvanized Chainlink

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	6ft Galv 9 Gauge Group	0	0.00	24,737.90
	CL6X9 6' x 9 GA GBW KT 2" CHAINLINK 1250'	25	254.98 247.79	
	TR158 1.5/8 X 21' X SCH 20 TOP RAIL 1260'	60	37.95 36.95	
	CP23800095 2.3/8 X 8 X .095 POST	111	21.95	
	BA0403 2 3/8" BARB ARM	111	8.74	
	BW1350 4 Point 12.5ga Barbwire	3	145.97	
	TW16 #16 TIE WIRE	13	8.45	
	HR1 HOG RING BAG	7	2.49	
	TW9850 9g. 50lbs. Tension Wire (850')	2	80.59	
	CP31040 3" x 10'-6" x SCH40 POST	8	59.97	
	DC0059 3" DOME CAP ALUM.	8	2.79	
	TBAR634 6' X 3/4 TENSION BAR	16	6.99	
	TB0905 3" TENSION BAND	80	1.19	
	BB0925 3" BRACE BAND	80	1.19	
	RE0822 1 5/8 COMBO RAIL END	16	1.59	
	B0002 5/16 X 1 1/4 BOLT	300	0.28	
	GATE & GATE POST W/HARDWARE			
	IG819 16' Wide Opening x 7' + Barbwire Cantilever Gate	4	2,239.97	
	IGF0535 4 x 2 3/8 NYLON CATILEVER ROLLER W/ COVER	16	119.99	
	IGF0540 4" CANTILEVER GATE LATCH	4	39.99	
	CP410 4 x 10'-6" x SCH40 POST	12	105.97	1,271.64T
	DC0060 4" DOME CAP	12	4.37	52.44T

Return Policy: On non-damaged/defective merchandise, returns are accepted within 30 days with a 25% restocking fee. No returns on special order items.

Material info: Materials may or may not meet spec. requirements.

	DESCRIPTION	QTY	RATE	AMOUNT
TBAR634	6' X 3/4 TENSION BAR	14	6.99	97.86T
IB0907	4" TENSION BAND	70	1.49	104.30T
BB0927	4" BRACE BANDS	70	1.87	130.90T
RE0822	1 5/8 COMBO RAIL END	14	1.59	22.26T
	*** GATE OPERATOR ***			
AOSWLICSW24UL	LIFTMASTER CLS 24VDC UL325 SING GATE OPERATOR W/PHOTO EYE	1	2,559.97	2,559.97T
AAKPLIKPW5	LIFTMASTER KPW5 WIRELESS COMM KEYPAD	1	141.67	141.67T
AAS72	GOOSNECK STAND IN GRND 18- 011 72"	1	112.97	112.97T
AATRLI811LMX	LIFTMASTER TRANSMITTER 811LMX 1-BUTTON SECURITY +2.0	5	19.29	96.45T

SUBTOTAL	29,328.36
DISCOUNT 10%	-2,932.84
TAX	2,276.61
TOTAL	\$28,672.13

Accepted By

Accepted Date

Return Policy: On non-damaged/defective merchandise, returns are accepted within 30 days with a 25% restocking fee. No returns on special order items.

IPS Construction

PO Box 1612
Sallisaw, OK 74955
(918) 775-0885

Sallisaw Electric

August 12, 2024

OVERVIEW

This project is for 1250 lineal feet of security fence with 3 sliding gates and 1 electric gate at the 59 North building. This includes labor and materials. **This is tax exempt.**

SPECIFICATIONS

Security fence

3 sliding gates, 16' wide

1 electric gate, 16' wide

TOTAL

\$76,280.22

Respectfully submitted

Lance Calhoun

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Police Tahoe Unit

ITEM TITLE: Discussion and possible action on Purchase Order No. 102820, issued to Joe Cooper Chevrolet of Yukon, Oklahoma, in the amount of \$53,831.00 for the purchase of one (1) Chevy 1500 Police Tahoe 4WD 9C1 Pursuit Model for the Police Department

INITIATOR: Police Chief
Purchasing Agent

STAFF INFORMATION SOURCE: Police Chief
State Contract

BACKGROUND: Approval of this purchase order will allow the Police Department to replace one of the 2013 patrol units. Although the units have low mileage, extensive idle time has led to engine wear, compromising their performance and reliability. Reliable vehicles are paramount in meeting the needs of the growing department and adapting to the increasing demands of our community.

EXHIBITS: 1. Joe Cooper Quote
2. tahoe 2024

KEY ISSUES: Engine wear, due to idling, has compromised performance and reliability.

FUNDING SOURCE: #030-201-57103 - \$60,000.00 budgeted

RECOMMENDATION: Approval of Purchase Order No. 102820 in the amount of \$53,831.00 for the purchase of one Chevy 1500 Police Tahoe.

Joe Cooper Chevrolet Quote

For More Information Contact:

Dee Roberson or Ryan Roberson

405-737-3389

Dee@cooperfleet.comRyan@cooperfleet.com**State Contract SW0035, #25101702****Date: 08-15-2024****Quote Number: 21617240 A****Quote Total is \$53,831.00****This is quote for City of Sallisaw PD**

Contact: Herbert Hutchinson

Email: hhutchinsonpd@sallisawok.org

Phone:

PO # 102820 9/3**Quoting a Chevy 1500 Police Tahoe 4WD 9C1 Pursuit Model Folder DGR332****Color:** Black -- **Seats:** Cloth Front Vinyl Rear -- **Floor:** Rubber Floor

Standard Equipment: Police Equipment Added: Left Hand Spotlight, Red and white front auxiliary dome, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only). Other Equipment: Engine, 5.3L EcoTec3 V8 with Transmission, 10-speed automatic, Power Locks, Windows and Mirrors, Keyless Entry, Differential, mechanical limited-slip, Trailering equipment includes trailering hitch platform, 7-wire harness, Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors, Glass, deep-tinted, Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth, Keyless start, push button, Power Seats Driver and Passenger, Remote start, Air conditioning, tri-zone automatic climate control, Defogger, rear-window electric,

Quote Summary

Item Description	Quantity	Amount
Chevy 1500 Police Tahoe 4WD 9C1 Pursuit Model \$52,658.00	1	\$52,658.00
Engine, 5.3L EcoTec3 V8 Standard	1	\$0.00
Differential, heavy-duty locking rear Standard \$0.00	1	\$0.00
Remote Start \$285.00	1	\$285.00
Flasher system, headlamp and taillamp, DRL compatible with control wire \$52.00	1	\$52.00
Delete Front Center 20% Seat \$0.00	1	\$0.00
Rear Camera Mirror, inside rearview auto-dimming with full camera display with Camera washer \$451.00	1	\$451.00
2 Extra Keyless Start Fob Program \$385.00	1	\$385.00
Quote Total		\$53,831.00



Herbert
Hutchinson
Captain

Terry Franklin
Chief of Police

John Weber
Captain

I am writing to request the allocation of a new Chevrolet Tahoe for the Sallisaw Police Department, as approved in the recent budget. While we initially requested two units for this fiscal year, we understand the budgetary constraints that led to the approval of only one. I would like to take this opportunity to underscore the critical need for this unit and emphasize the importance of considering additional future vehicle needs.

Our department has historically maintained a policy of acquiring two new vehicles per year to ensure that our fleet remains reliable and efficient. This practice has allowed us to manage our resources effectively, preventing the necessity of making large, lump-sum purchases for our 23 officers. Additionally, each officer is assigned their own vehicle, which reduces wear and tear and maximizes the longevity of our fleet.

However, despite these measures, several of our older model Tahoes, specifically those from 2013, are becoming increasingly inefficient. While these vehicles have relatively low mileage, the extensive idle time they endure has led to significant engine wear, compromising their performance and reliability. The replacement of the 2013 model with a new Tahoe is therefore essential for maintaining the operational readiness of our patrol units.

While the approval of one new unit is greatly appreciated and will significantly enhance our patrol capabilities, it is important to acknowledge that our needs extend beyond this single vehicle. We will soon need to address the replacement of other ageing patrol units, and there is also a pressing need for an additional vehicle for our detective unit. As our department continues to grow and adapt to the increasing demands of our community, ensuring that our officers are equipped with reliable vehicles is paramount.

I respectfully request that the city council consider these ongoing needs in future budget discussions. The safety and efficiency of our department are directly tied to the quality and reliability of our fleet, and I am confident that continued investment in our vehicles will yield long-term benefits for the city of Sallisaw.

Thank you for your continued support of the Sallisaw Police Department. Please feel free to contact me if you require further information or wish to discuss this matter in more detail.

Sincerely,

Terry Franklin
Chief of Police
Sallisaw Police Department

P.O. Box 525
101 West Chickasaw
Sallisaw, Oklahoma 74955



Emergency: (918) 775-4141
Non-Emergency: (918) 775-4177
Fax: (918) 775-7389

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Electric System Materials

ITEM TITLE: Discussion and possible action on Purchase Order No. 102821, issued to Arkansas Electric Cooperatives, Inc. of Little Rock, Arkansas, in the amount of \$44,550.00 for the purchase of three (3) reels of wire

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendent
Purchasing Agent

BACKGROUND: Approval of this item will allow for the purchase of 3 reels of wire. The wire is needed to supply electric to the commercial development on Hwy 59 south and have some stock material. Staff notes that although this is not the lowest bid, they have the needed materials in stock. The next earliest delivery time would be February 2025.

- Arkansas Electric Cooperatives, Inc. - \$44,550.00 - In stock
- Anixter - \$35,400.00 - February '25
- Border - \$39,810.00 - 40 weeks

EXHIBITS: 1. Wire Quote

KEY ISSUES: Wire is needed to provide electricity to Taco Bell; 7Brew; Whataburger.

FUNDING SOURCE: General Fund #010-601-53310

RECOMMENDATION: Approval of Purchase Order No. 102821 in the amount of 44,550.00

INSTOCK

Attachment B: Quotation Sheet

OUT TILL FEB 25

CITY OF SALLISAW QUOTATION SHEET

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

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

40 weeks OUT

****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 8-26-24	Date of Quotation 8-26-24	Date of Quotation 8-26-24
Department Number: 601	Department Number: 601	Department Number: 601
Vendor Name / Number ARKANSAS ELECTRIC COOPERATIVES, INC	Vendor Name / Number ANIXTER	Vendor Name / Number BORDER STATES
Address 3402 S BOOMER DR	Address 8201 POLE RD	Address
City STILLWATER	City OKLAHOMA CITY	City
State OK Zip 74076	State OK Zip	State Zip
Phone 800-451-8061	Phone 405-438-6382	Phone 417-624-5650
Item (s) 410 primary wire	Item (s) 410 primary	Item (s) 410 primary wire
Quantity 3 REELS	Quantity 3 REELS	Quantity 3 REELS
Price each 5,940.00	Price each	Price each 5,308.00
Est. Freight * IN stock	Est. Freight	Est. Freight
Total Cost \$ 44,550.00	Total Cost \$ 35,400.00	Total Cost \$ 39,810.00
Quote Expiration Date 9-26-24	Quote Expiration Date 9-26-24	Quote Expiration Date
Quotes Obtained By: MS	Quotes Obtained By: BS	Quotes Obtained By:
GL Budget Line	GL Budget Line	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 102821, 9/3/24	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

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



Arkansas Electric Cooperatives, Inc.
Utility Sales & Services Division

sales@aeci.com
800.451.8061

QUOTE

Entered By

Jubal.Hooker@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ32344

Page 1
8/26/24

Customer Info: CITY OF SALLISAW - 115 E CHOCTAW AVE SALLISAW OK 74955

Notes:

Item Number	Item Description	Customer Item#	Est. Delivery	Qty	UOM	Item Price	Ext. Price
1	4015TRXLPRN1114JP 4/0 STR 15KV 220M RN JKT TRXLP		08/30/24	7,500	M	5,940.00	44,550.00
Quote Total							44,550.00

For any questions about this quote, please contact your Sales Coordinator.

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.



8201 POLE ROAD
Oklahoma City, OK 73149

Phone: 405.438.6382
Fax: 405.632.0668

www.anixterpowersolutions.com

Quotation: U00761791.01

To: **CITY OF SALLISAW**
213 W QUESENBURY
SALLISAW, OK 74955

Issued Date: **Aug 26, 2024**

Expiration Date: **Sep 25, 2024**

Sales Contact: **Thomas Wilson**
(P)
(F)
thwilson@anixter.com

Attn:

Phone:

Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	162-23-3081	WIRE 4/0 AL 19STR 15KV 220M EPR 1/3 NEUT URD STD PKG: 2500 DEL: Mid Feb '25	7500	4.720	FT	35,400.00

SECTION TOTAL: \$35,400.00

QUOTE TOTAL: \$35,400.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



Quote

Page: 1 of 1

Border States - JOP
227 S Virginia Ave
Joplin MO 64801-4635
Phone: 417-624-5650

Quote: 27653807
Sold-To Acct #: 285248
Valid From: 08/27/2024 To: 09/03/2024
PO No: 15KV PRIMARY CABLE
Payment Terms: NET 30 DAYS

Created By: Gunnar Raymond Anderson
Tel No: 417-768-7015
Fax No:

CITY OF SALLISAW
PO Box 525
SALLISAW OK 74955

Inco Terms:
FOB ORIGIN

Ship-to:
CITY OF SALLISAW
213 W QUESENBURY AVE
SALLISAW OK 74955

Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
000010	1233149 OKON - 4/0-STR-AL-220-EPR-11-14-2500R OK 162-23-3081 ***ESTIMATED 40 WEEKS***	7,500 FT	5,308.00	/ 1,000 FT		39,810.00
Total \$						39,810.00
State Tax \$						0.00
County Tax \$						0.00
Local Tax \$						0.00
Other Tax1 \$						0.00
Other Tax2 \$						0.00
Other Tax3 \$						0.00
Tax Subtotal \$						0.00
Net Amount \$						39,810.00

To access Border States Terms and Conditions of Sale, please go to
<https://www.borderstates.com>

The quoted sales tax is an estimate only based upon the information
provided in this quote and will be finalized at the time of Invoice
based upon the material purchased, quantity purchased, and delivery
location.

Shipping and handling fees in this quote are an estimate only and will
be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from
manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor
prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States
reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such
change to its customers prior to costs being incurred.

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Street Sweeper

ITEM TITLE: Discussion and possible action on staff's request to purchase one (1), 2024(5) Freightliner M2 106/Tymco Model 600 regenerative air street sweeper for the Street Department; and authorize purchase via a lease purchase agreement

INITIATOR: Street Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Staff requested quotes for the purchase of a new street sweeper. Quotes were received and reviewed. Staff recommends purchasing from United Engines of Oklahoma City. If approved, staff intends to purchase via a 4-year lease purchase.

- United Engines - \$330,000.00
- J&R Equipment - \$373,125.05

EXHIBITS: 1. Street Sweeper Agenda Item

KEY ISSUES:

- Our current sweeper is a 2012 model with 10,150 hours.
- The current unit is unreliable.

FUNDING SOURCE: #030-401-57726 - \$60,000.00 budgeted - 48 month Lease Purchase

RECOMMENDATION: Approval to purchase regenerative air street sweeper and authorize purchase via lease purchase.

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 8/7/2024	Date of Quotation 8/15/2024	Date of Quotation
Department Number: 401-Street	Department Number: 401-Street	Department Number:
Vendor Name / Number United Engines #4214	Vendor Name / Number J & A Equipment #1503	Vendor Name / Number
Address 5555 W. RENO	Address 8800 S.W. 8th St.	Address
City OKC.	City OKC	City
State OK Zip 73127	State OK Zip 73128	State Zip
Phone 405-947-3321	Phone 405-495-5110	Phone
Item (s) 2024 Freightliner M2 Cab & Chassis w/ Tyco 600 Sweeper Body.	Item (s) 2025 Freightliner M2 Cab & Chassis w/ Elgin Broom Badger Sweeper	Item (s)
Quantity ONE (1)	Quantity ONE (1)	Quantity
Price each \$330,000.00	Price each	Price each
* Lead Time 6 to 10 mths	Lead Time 2 years	Est. Freight
Total Cost \$ \$330,000.00	Total Cost \$ \$373,125.05	Total Cost \$
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date
Quotes Obtained By: K. Shakingbush	Quotes Obtained By: K. Shakingbush	Quotes Obtained By:
GL Budget Line LP 030-401-57726 \$80,000.00 Budgeted for FY Pmts	GL Budget Line LP 030-401-57726 \$80,000.00 Budgeted for FY Pmts	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)



August 7, 2024

Mr. Kenny Shakingbush
City of Sallisaw
115 East Choctaw
Sallisaw Oklahoma 74955

We are pleased to present the following **BID** for one **2024(5) Freightliner M2 106/ Tymco Model 600** regenerative air street sweeper with the following standard body features:

- Sweeper Auxiliary Engine is a John Deere turbocharged 4045T FINAL Tier-4 4 cylinder 4.5L engine with fuel/water separator include.
- Automatic shut down system when engine coolant temperature is too high, coolant level is too low, or oil pressure is too low.
- BlueLodgic control system, a multi-function color touch screen display data for sweeper and engine components.
- Dust control system includes 220-gallon water tank, 5 gpm electric water pump, low water warning light, spray nozzles around pick up head, gutter broom and inside hopper.
- Instruments in cab include oil/temperature gauges, keyed ignition, tachometer, auxiliary engine hour meter and throttle. Paddle switches have illuminated legend windows for easier night operation.
- Hopper suction partition
- Hydraulic tank sight/temperature guage - external mounts on tank
- Twin gutter brooms, flood lights, parabolic mirrors - left and right side mounted 43" wire filled digger type brooms, 3 inch extension to allow cleaning curb grates and keeping head suction, adjustable flood lights for each broom.
- Pressure bleeder - air pressure is deflected out allowing additional suction across the front of the pick-up head.
- Water fill hose and rack with flexible 20-foot-long water tank fill hose with a 2-1/2" hydrant coupling with mount. System incorporates an air gap.
- Amber high-powered strobe light (LED) with limb guard
- Rear mounted oval led lights (2) alternating/flashing
- Back up alarm, flood lights on rear (2)
- Duo skids warranted for two years/2000 hours prorated.
- Rubber lined blower wheel for long life
- Severe weather wiring
- Abrasion protection package includes hopper baffle curtains, hopper wall liners, pickup head suction nozzle liner, pressure wear pads and heavy-duty suction and discharge hoses.
- Linear actuator-throttle
- Reverse head pick up system



STAINLESS STEEL OPTIONS INCLUDED in BID price:

- Auto sweep interrupt (ASI) system designed to interrupt sweeping functions when any of several parameters are met. 1) Auxiliary engine is idled 2) dust control is stopped 3) left gutter broom is raised 4) right gutter broom is raised 5) pick-up head is raised. Press the ASI reset button to resume sweeping.
- Stainless steel hopper, dust separator and bolt on blower housing
- Back up camera system, one camera located at rear and one at pick up head suction nozzle with one additional LED flood light at suction head allow operator to monitor debris feed to pick-head and one additional forward-facing camera.
- Pickup head deluge with 6" clean out port.

OPTIONAL Equipment INCLUDED in BID price:

- Hydrant wrench
- Gutter broom tilt adjuster, left and right side
- Gutter broom variable speed control, left and right side
- High output water
- Auxiliary hydraulics
- Pickup head curtain lifter
- Shop air purge
- Abrasion protection package
- Dump switch in cab
- Hopper deluge system
- Auxiliary hand hose
- Towing warranty 12months / unlimited miles

Chassis:

2024(5) Freightliner M2 106

- 31,000 GVW
- Cummins ISB 200 HP diesel engine
- Allison 2500 RDS 6 speed automatic transmission
- Dual drive with full instrumentation
- 12" parabolic mirrors

BID Price \$ 330,000.00.



Bid price includes delivery and training of equipment.

Please allow 270-300 days for delivery, subject to change.

Bid valid 30 days.

FOB Sallisaw Oklahoma.

Service available in Oklahoma City or Tulsa Oklahoma.

Please note: Due to the volatility in the markets today, United Engines LLC reserves the right to pass on additional unforeseen price increases and surcharges on the chassis and body. Documentation of these increases will be provided to customer.

All sales are subject to United Engines Terms and Conditions of Sale which can be found at <http://unitedengines.com/UEStandardTC.pdf> and which are incorporated by reference into this document as if fully set forth herein.

Accepted by _____ Date _____ PO _____

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'G. Callahan', is written over a light blue horizontal line.

Gary Callahan
United Engines
5555 West Reno Avenue
Oklahoma City, Oklahoma 73127
Gary.callahan@kirbycorp.com
918-399-7160

ANGELA ALLEN TERRITORY MANAGER



O: 405-495-5110 | C: 479-445-8896

8800 SW 8TH ST. OKLAHOMA CITY, OK 73128

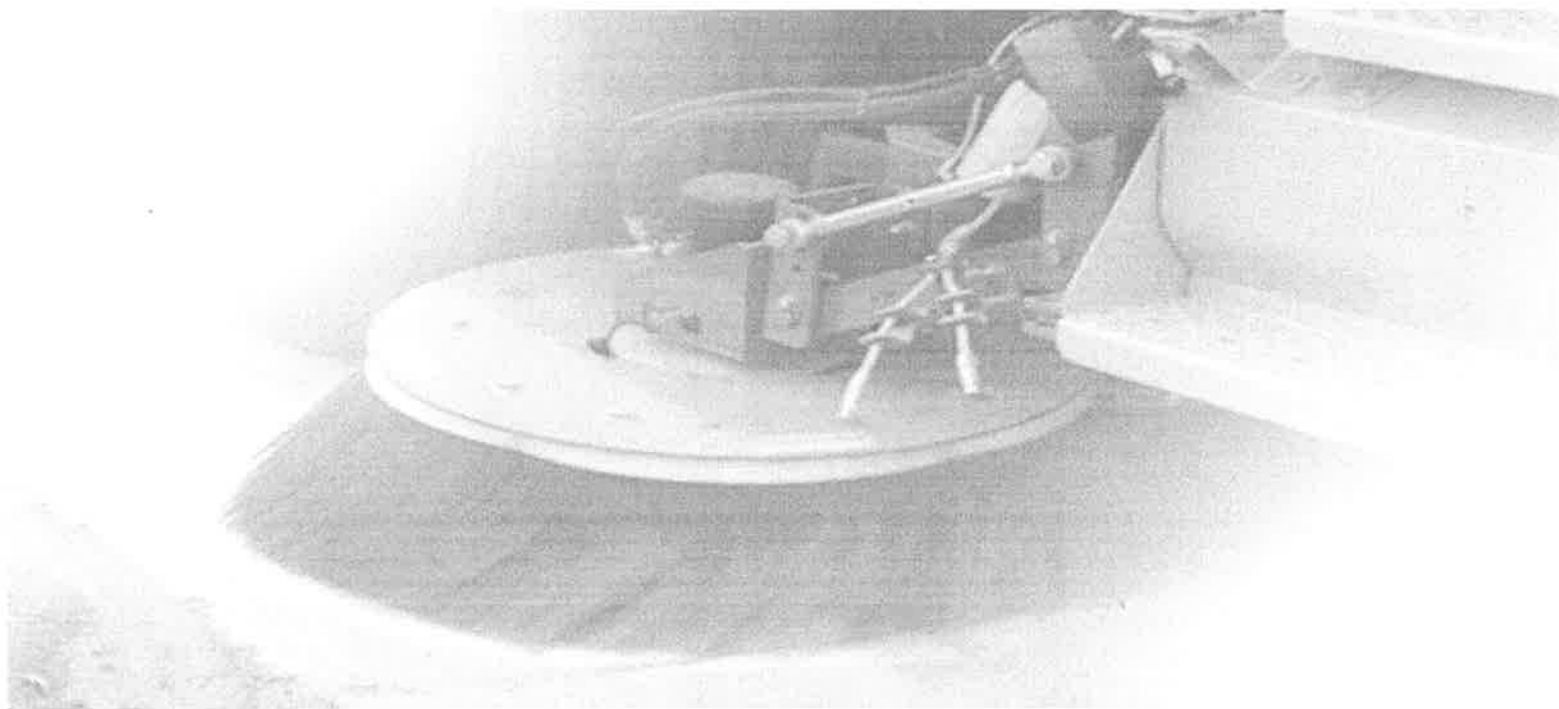
WWW.JANDREQUIPMENT.COM

RegenX[®]

Easy to use, easy to clean, easy to maintain.
Mid-Dump Regenerative Air Sweeper.

For

City of Sallisaw, OK





RegenX

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Domicile	Continental USA
Size of Sidebroom	42
Fuel Type	Diesel

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2025 M2 Dual Steer 26k
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Spare Chassis Key	2
Chassis Battery Disconnect	Yes
Seating Options	(Standard) Right Hand Air-ride Cloth Hi-Back
Cab Mounted Convex Mirrors	12" Non-Heated Convex Mirrors
Horn Options	Dual Air Horns
In Cab Air Restriction Gauge Chassis	Yes

Brooms

Piranha Brush	Yes
----------------------	-----



Sidebroom Tilt Option Right Hand	Yes
Sidebroom Tilt Option Left Hand	Yes
Dual Sidebroom Scrubbing position	Yes
Variable Speed brooms	Dual

Conveyance & Hopper

6" Drain	Yes
In-Cab Hopper Dump	Yes
Hopper Deluge	Yes
Hopper Coating Systems	Lifeline Hopper System
Right Mounted Wandering Hose	Yes
Inspection Doors-Right	Right Hand Door

Dust Control & Flush Systems

Fill Hose Length	25'
Front Spray Bar	Yes
High Pressure Washdown	Yes

Gauges and Indicators

Hydraulic Oil Level Gauge W/Thermometer on Tank	Yes
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Component Protection





Auxiliary Hydraulic Pump	Yes
Idle Down / No Water	Yes
Turbo II Precleaner	Yes
Extra Key Auxiliary Engine	2
Lighting & Compliance	
Lighting	LED Beacon Cab & (2) Rear
Work and Flood Lights; Individual Rocker Switches	Dual Sidebroom and Dual Rear Lights-LED
Miscellaneous Lighting	(2) Alternating Flashing Rear LED Lights
Triangle Reflective Flares (3)	Yes
LED Stop/Tail/Turn	Yes
Slow Moving Vehicle Sign	Yes
Manuals and Warranty	
Sweeper Warranty	Through 2nd Year (Parts/Labor)
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1
Chassis: Operators Manuals	2
Chassis: Parts Manuals	1
Chassis: Service Manuals	1
John Deere Operators Manuals	1
John Deere Parts Manuals	1





John Deere Service (Tech) Manuals

1

Tools/Toolbox

Hydrant Wrench	Yes
Right Hand Lockable Toolbox	Yes
Fire Extinguishers	5 lbs

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo





Chassis Notes :

Sweeper Body (Before Discount):	\$200,065.00
Sourcewell Discount:	\$6,001.95
Chassis and Freight:	\$179,062.00
Total:	\$373,125.05

Price indicated includes approved Special Request
Price valid for 30 Days from date of 05-14-2024

Product Model: RegenX
Proposal Date: 08-19-2024
Quote Number: 2023-70614
Price List Date: 12-01-2023

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:





LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Lease Purchase

ITEM TITLE: Discussion and possible action on Resolution 2024-19; *A Resolution Authorizing Execution of a Lease Purchase Agreement of Equipment*

INITIATOR: Street Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Street Superintendent
Purchasing Agent
Interim City Manager

BACKGROUND: Approval of this resolution will allow the purchase of a street sweeper to be completed via a lease purchase agreement. Agreement will be executed at the time the sweeper is delivered.

EXHIBITS: 1. 2024-19 - STREET SWEEPER STREET DEPT

KEY ISSUES: None.

FUNDING SOURCE: Lease purchase agreement - 48 month term.

RECOMMENDATION: Approval of Resolution 2024-19.

RESOLUTION NO. 2024-19

A RESOLUTION AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT

WHEREAS, the City of Sallisaw is in need of one (1), 2024(5) Freightliner M2 106/Tymco Model 600 regenerative air street sweeper.

WHEREAS, the City of Sallisaw has an opportunity to enter into a lease purchase agreement on one (1), 2024(5) Freightliner M2 106/Tymco Model 600 regenerative air street sweeper, with United Engines of Oklahoma City, Oklahoma, in the amount of \$330,000.00 and does not desire to purchase said equipment with cash.

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

That the City of Sallisaw, Oklahoma lease from United Engines, of Oklahoma City, Oklahoma, according to the terms of a certain lease purchase agreement for a term of forty-eight (48) months, and renewable thereafter, with a purchase price of \$330,000.00 set forth therein, one (1), 2024(5) Freightliner M2 106/Tymco Model 600 regenerative air street sweeper.

BE IT FURTHER RESOLVED THAT THE SAID BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, finds, determines and declares that Ernie Martens, Mayor of the City of Sallisaw, Oklahoma, be and he is hereby authorized and directed to execute said lease purchase agreement for the City of Sallisaw, Oklahoma.

PASSED AND APPROVED this 9th day of September, 2024.

CITY OF SALLISAW, OKLAHOMA

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Safe Routes for Schools

ITEM TITLE: Discussion and possible action on Resolution 2024-20; *A Resolution of Support for Safe Routes to School*

INITIATOR: Grants Specialist

STAFF INFORMATION SOURCE: Grants Specialist

BACKGROUND: The TSET Healthy Living Program Coordinators at Peoples Inc. in Sallisaw have been organizing walking and biking events for school children within Sequoyah County for approximately 9 years. These events are part of the Safe Routes to School initiative, which encourages physical activity and promotes healthy habits. By participating in these events, students can reduce their risk of chronic diseases and obesity. The program has also helped to strengthen the community by fostering interactions between students and parents.

EXHIBITS: 1. 2024-20 Safe Routes to School Resolution 2024

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution No. 2024-20.

RESOLUTION NO. 2024-20

A RESOLUTION OF SUPPORT FOR SAFE ROUTES TO SCHOOL

WHEREAS, the Board of City Commissioners of the City of Sallisaw, Oklahoma supports policies and programs that focus on health and wellness and healthier community environments; and

WHEREAS, the health and safety of children is of highest concern to the citizens of the City of Sallisaw; and

WHEREAS, walking and biking can help enhance the health and overall physical activity of children, improve air quality and the environment, and reduce traffic congestion and speed in and around school zones; and

WHEREAS, Safe Routes to School is a national and international movement to create safe, convenient, and fun opportunities for children to walk and bike to school; and

WHEREAS, Safe Routes to School efforts help remove barriers to walking and biking to school through improvement of infrastructure and facilities and the creation of education, encouragement, engineering, enforcement, and evaluation programs; and

WHEREAS, having safer routes to and from schools can decrease pedestrian and bicycling related injuries, not just for students, but for the entire community; and

WHEREAS, it is fitting that the Board of City Commissioners of the City of Sallisaw, Oklahoma recognize the importance of making walking and biking to school a safe activity.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Sallisaw, Oklahoma will support the Safe Routes to School initiative in order to gain the benefits mentioned above and strengthen the quality of life for Sallisaw students, families, and neighborhoods.

PASSED AND APPROVED this 9th day of September 2024.

City of Sallisaw, Oklahoma

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Resolution Modifying Electric Rate Structure

ITEM TITLE: Discussion and possible action on Resolution 2024-21; *A Resolution Providing Changes in Electric Service Rates in the City of Sallisaw, Oklahoma, and Superseding Previous Resolutions*

INITIATOR: Interim City Manager/
Director of Finance

STAFF INFORMATION SOURCE: Interim City Manager
Grand River Dam Authority
Electric Rate Consultant

BACKGROUND: The cost of service study for electric rates has been completed and presented by the rate consultant. Due to the Annual Rate Increases for Purchased Power Cost being passed from GRDA, a change in the structure of our electric rates is required to ensure all power costs are recovered.

EXHIBITS: 1. Resolution 2024.21.City Electric Rates.Final

KEY ISSUES: With the GRDA announcement of Annual Rate Increases for Purchased Power Cost, staff brought our rate consultant, JoLynn Rains, back to determine the impacts of these changes to the City/SMA. The goals used for the new rate design were to:

- Minimize impacts on customers within classes
- Move components toward Cost of Service
- Adjust Delivery Charges
- Increase Basic Charges
- Adjust Capacity/Energy to recover remaining

Update CPBA to a GRDA PCA Pass-thru:

- In October 2021, the Cost of Power Base Adjustment (CPBA) was implemented in the rate structure as a mechanism to ensure the full cost recovery of GRDA Purchased Power. Electric System losses were applied and the CPBA was charged to all customers based on kWh used. A portion of the average cost of power was included in the energy rate paid by customers.
- This new rate structure is recommended to replace the CPBA with a Power Cost Adjustment (PCA).

- The PCA calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly.
- The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied.
- PCA calculation is recommended to be calculated as follows:
 - $PCA = A \times (1+B)$ where
 - A = GRDA PCA (\$/kWh)
 - B= City's electric system losses factor (%)
- Failure to pass on these rate adjustments as presented will cause future rate and cash flow issues for the City/SMA. It is important that these items are kept current.

FUNDING SOURCE: Electric Rates

RECOMMENDATION: After reviewing the new rate model with our rate consultant, and taking into consideration all possible scenarios, it is staff's recommendation that Resolution 2024-21 be approved.

RESOLUTION NO. 2024-21

**A RESOLUTION PROVIDING
CHANGES IN ELECTRIC SERVICE RATES
IN THE CITY OF SALLISAW, OKLAHOMA**

WHEREAS, The Sallisaw City Code provides that the Board of Commissioners of the City of Sallisaw, Oklahoma shall approve rates and charges governing all aspects of utility services, and;

WHEREAS, the Board of City Commissioners of the City of Sallisaw, has determined that electric rate adjustments are necessary for the continued revenue availability allowing the City of Sallisaw to provide quality and reliable utility services, and;

WHEREAS, the Board of Commissioners of the City of Sallisaw, Oklahoma desire to amend electric rates for the electric services, and;

WHEREAS, the electric rates approved by this resolution shall be effective as noted, and shall be subject to future review by the Board of City Commissioners,

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

SECTION 1; That the following shall henceforth be the established rates for electric service in the City of Sallisaw, Oklahoma, to-wit, and that such rates noted below shall become effective during October of each year, beginning October 1, 2024 through October 2027, and shall be reflected in the first billing statement of October of each year:

SCHEDULE OF ELECTRIC RATES					
		Effective	Effective	Effective	Effective
	Current	Oct 2024	Oct 2025	Oct 2026	Oct 2027
RP-1 Residential					
Customer Charge	\$ 14.94	\$ 17.18	\$ 18.56	\$ 19.30	\$ 20.07
Charge Per kWh	\$ 0.1038	\$ 0.1034	\$ 0.1116	\$ 0.1161	\$ 0.1207
PCA (Power Cost Adjustment)		Monthly calculation			
CP-1 Commercial					
Customer Charge	\$ 14.94	\$ 16.51	\$ 17.83	\$ 18.54	\$ 19.28
Charge Per kWh	\$ 0.1038	\$ 0.0987	\$ 0.1066	\$ 0.1109	\$ 0.1153
PCA (Power Cost Adjustment)		Monthly calculation			
CP-2 Commercial Demand					
Customer Charge	\$ 12.32	\$ 13.18	\$ 13.97	\$ 14.53	\$ 15.11
Charge Per kWh	\$ 0.0585	\$ 0.0466	\$ 0.0494	\$ 0.0514	\$ 0.0534
Demand Charge Per KW	\$ 15.46	\$ 15.77	\$ 16.08	\$ 16.41	\$ 16.73
PCA (Power Cost Adjustment)		Monthly calculation			
VCP-1 (Veterans Rate)					
Customer Charge	\$ 12.32	\$ 13.18	\$ 13.97	\$ 14.53	\$ 15.11
Charge Per kWh	\$ 0.0585	\$ 0.0391	\$ 0.0415	\$ 0.0432	\$ 0.0449
Demand Charge Per KW	\$ 15.46	\$ 12.55	\$ 13.17	\$ 13.83	\$ 14.53
PCA (Power Cost Adjustment)		Monthly calculation			
**VCP-1 demand for year 2027 is unknown and will change once announced by GRDA					
IP-1 (Industrial Rate)					
Customer Charge	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Charge Per kWh	\$ 0.0585	\$ 0.0414	\$ 0.0414	\$ 0.0414	\$ 0.0414
Demand Charge Per KW	\$ 15.46	\$ 12.55	\$ 13.17	\$ 13.83	\$ 14.53
PCA (Power Cost Adjustment)		Monthly calculation			

SECTION 2: Rate Schedule RP-1, Residential Electric Service

Availability

This rate schedule is available in the territory served by the City of Sallisaw/Sallisaw Municipal Authority (SMA) for residential customers located within and adjacent to its electric distribution system.

Applicability and Character of Service

This rate schedule shall apply to residential customers for the exclusive use of an individual customer for domestic purposes, including, for example, space heating, water heating, clothes drying, and cooking. This service cannot be used for resale, stand-by, commercial, or industrial service. Service shall be A.C., 60-Hz, 1-phase, 120/240 volts unless specifically agreed to by the City/SMA.

Charge for Service

The charge for service for each month shall be the sum of the following components:

- A. **Customer Charge**: The Customer Charge shall be the Customer Rate as contained in the Schedule of Rates for each month in which the Customer receives service.
- B. **Energy Charge (Per kWh)**: The Energy Charge shall be obtained by multiplying the Energy Rate as contained in the Schedule of Rates times the kWh used by the customer during the month.
- C. **Minimum Bill**: The minimum monthly bill shall be the Customer Charge.
- D. **PCA (Power Cost Adjustment)**: Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:
 - $PCA = A \times (1 + B)$ where
 - A = GRDA PCA (\$/kWh)
 - B = City's electric system losses factor (%)

Single Point Delivery

The above rates and conditions are based on the supply of electric service at a single delivery and metering point at a single voltage. Separate supply for the same customer at other points of delivery, or at other voltages, will be separately metered and billed.

SECTION 3: Rate Schedule CP-1, Small Commercial Electric Service

Availability

This rate schedule is available in the territory served by the City of Sallisaw/Sallisaw Municipal Authority for any commercial or business customers located within and adjacent to its electric distribution system, **provided that the kWh energy usage does not equal or exceed 15,000 kWh for any 3 months during a 12-month period.**

Applicability and Character of Service

This rate schedule shall apply to existing commercial customers for the exclusive use of the commercial customer for business purposes. This service cannot be used for resale, stand-by,

residential, or industrial service. Service shall be A.C., 60-Hz, 1- or 3-phase, with nominal service voltages of 120/240 volts for 1 phase service and 208wye/120-volts for 3-phase service, or other voltages as presently established for the service locations, unless specifically agreed to by the City. This load shall not be highly fluctuating to the extent that it causes interference with standard quality service to other customers on the system.

15,000 kWh Rule: Each year, during the month of November, customers billed under the CP-1 rate shall have their previous 12 month of usage (November thru October) reviewed for usage equal to or exceeding 15,000 kWh. Customers who have three (3) instances of monthly kWh usage equaling or exceeding 15,000 kWh during the 12-month lookback period, shall be moved to the CP-2 rate schedule beginning with the first billing statement of January. Customers who have not exceeded this 15,000-kWh usage rule, will remain on the CP-1 rate schedule.

Charge for Service

The charge for service for each month shall be the sum of the following components:

- A. **Customer Charge:** The Customer Charge shall be the Customer Rate as contained in the Schedule of Rates for each month in which the Customer receives service.
- B. **Energy Charge (Per kWh):** The Energy Charge shall be obtained by multiplying the Energy Rate as contained in the Schedule of Rates times the kWh used by the customer during the month.
- C. **Minimum Bill:** The minimum monthly shall be the Customer Charge.
- D. **PCA (Power Cost Adjustment):** Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:
 - $PCA = A \times (1 + B)$ where
 - A = GRDA PCA (\$/kWh)
 - B = City's electric system losses factor (%)

Single Point Delivery

The above rates and conditions are based on the supply of electric service at a single delivery and metering point at a single voltage. Separate supply for the same customer at other points of delivery, or at other voltages, will be separately metered and billed.

Metering

All newly constructed commercial or business structures with a single service panel main disconnect greater than 200 amps, or a main disconnecting panel greater than 200 amps are required to have a demand electric meter. Future upgrades that meet these specifications will also require a demand electric meter and the customer will be subject to incurring demand charges.

Appropriate demand indicating meters will be furnished by the City to measure the energy delivered and the maximum kilowatt demand for any 15-minute period during the month.

SECTION 4: Rate Schedule CP-2, Large Commercial Electric Service With Demand

Availability

This rate schedule is available in the territory served by the City of Sallisaw/Sallisaw Municipal Authority for any commercial or business customers located within and adjacent to its electric distribution system whose energy usage; a) equals or exceeds the **15,000 kWh Rule while being billed for services under Rate Schedule CP-2**, or b) based on information supplied by the customer, the calculated load will be equal to or greater than **15,000 kWh per month** starting at the time energy use begins.

15,000 kWh Rule: Each year, during the month of November, customers billed under the CP-2 rate shall have their previous 12-month usage (November thru October) reviewed for usage equaling or exceeding 15,000 kWh. Customers who do not have three (3) instances of equaling or exceeding 15,000 kWh of usage during the 12-month lookback period, shall be moved to the CP-1 rate schedule beginning with the first billing statement of January. Customers who have met or exceeded the 15,000-kWh usage limit a minimum of any three (3) months during the 12-month period, shall remain on the CP-2 rate schedule.

Applicability and Character of Service

This rate schedule shall apply to new and existing commercial customers for the exclusive use of the commercial customer for business purposes. This service cannot be used for resale, stand-by, residential, or industrial service unless it meets the requirements below, applicable to EV Charging Stations. Service shall be A.C., 60-Hz, 1- or 3-phase, with nominal service voltages of 120/240 volts for 1 phase service and 208wye/120-volts for 3-phase service, or other voltages as presently established for the service locations, unless specifically agreed to by the City. This load shall not be highly fluctuating to the extent that it causes interference with standard quality service to other customers on the system.

No resale, breakdown, auxiliary or supplementary service permitted, except as set forth in (A) and (B) below.

- (A) Sales of charging services from an electric vehicle charging station, not owned by the City of Sallisaw or the Sallisaw Municipal Authority, for the purpose of fueling an electric vehicle, including the ability to sell on a kWh basis, shall not be considered resale of retail electricity, and such sales from the electric vehicle charging station shall not be subject to rate regulation by the Sallisaw Municipal Authority.
- (B) Utility service to an electric vehicle charging station shall be provided subject to availability and the utility's terms and conditions of service.
- (C) All EV Charging Stations will be served under the CP-2 rate schedule.

Customers being billed under the Large Commercial Service CP-2 rate schedule will incur demand charges.

Charge for Service

The charge for service for each month shall be the sum of the following components:

- A. **Customer Charge**: The Customer Charge shall be the Customer Rate as contained in the Schedule of Rates for each month in which the Customer receives service.
- B. **Demand Charge**: The Demand Charge shall be obtained by multiplying the Demand Rate as contained in the Schedule of Rates times the monthly KW demand used by the customers during the month. For billing purposes, the monthly demand shall be defined as the highest integrated load during any 15-minute period during the billing month.
- C. **Energy Charge (Per kWh)**: The Energy Charge shall be obtained by multiplying the Energy Rate as contained in the Schedule of Rates times the kWh used by the customer during the month.
- D. **PCA (Power Cost Adjustment)**: Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:
 - $PCA = A \times (1 + B)$ where
 - A = GRDA PCA (\$/kWh)
 - B = City's electric system losses factor (%)

Single Point Delivery

The above rates and conditions are based on the supply of electric service at a single delivery and metering point at a single voltage. Separate supply for the same customer at other points of delivery, or at other voltages, will be separately metered and billed.

Metering

All newly constructed commercial or business structures with a single service panel main disconnect greater than 200 amps, or a main disconnecting panel greater than 200 amps are required to have a demand electric meter. Future upgrades that meet these specifications will also require a demand electric meter and the customer will be subject to incurring demand charges.

Appropriate demand indicating meters will be furnished by the City to measure the energy delivered and the maximum kilowatt demand for any 15-minute period during the month.

SECTION 5: Rate Schedule IP-1, Industrial Electric Service

Availability

This rate schedule is available in the territory served by the City of Sallisaw/Sallisaw Municipal Authority to any existing or new industrial customer located within and adjacent to its electric distribution system.

Applicability and Character of Service

This rate schedule shall apply to industrial, manufacturing, or material processing customers with a load exceeding peak monthly billing demand of 2,000 KW, for all uses. This service cannot be used for resale, stand-by, residential, or commercial service. Service shall be A.C., 60-Hz, 3-phase, with nominal service wye or delta voltages; or Primary voltage as available for larger services. This load shall not be highly fluctuating to the extent that it causes interference with standard quality service to other customers on the system.

Charge for Service

The rates and methods of calculating billing statements shall be set by contract between the seller and the buyer.

Single Point Delivery

The rates and methods of calculating billing statements shall be based on the supply of electric service at a single delivery and metering point at a single voltage. Separate supply for the same customer at other points of delivery, or at other voltages, will be separately metered and billed.

Metering

All new industrial service customers are required to have a demand meter. Appropriate indicating or recording meters will be furnished by the Authority to measure the energy delivered and the maximum kilowatt demand for any 15-minute period during the month.

Power Cost Adjustments

Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:

- $PCA = A \times (1 + B)$ where
- $A = \text{GRDA PCA } (\$/\text{kWh})$
- $B = \text{City's electric system losses factor } (\%)$

SECTION 6: Rate Schedule VCP-1, Veteran's Center Electric Service

Availability

This rate schedule shall meet the terms of the CP-2 rate schedule with the exception that the rates applicable to this rate schedule shall only apply to the Veterans care facility approved by the Oklahoma Department of Veterans Affairs (ODVA) on October 26, 2018, and is agreed to by both the City of Sallisaw/Sallisaw Municipal Authority and the ODVA.

Upon startup of the facility the rates noted above shall be in effect unless the rates of the Grand River Dam Authority are modified between the dates of this resolution and the date of the startup of the ODVA facility.

Methods of determining rates for VCP-1:

1. The kWh rate calculation shall reflect a 16% savings from the calculated CP2 rate schedule.
2. The KW rate for VCP-1 shall be equal to the KW rate charged by the Grand River Dam Authority to the City of Sallisaw/Sallisaw Municipal Authority.
3. The calculation methods noted above shall remain in effect for a term of 48 months from the date of the startup of the facility.
4. Upon any rate modification made by the Grand River Dam Authority, the City of Sallisaw shall review the effects of the rate modification and make necessary adjustments to the VCP-1 Rate Schedule.

Power Cost Adjustments

Monthly calculation that allows for the recovery of the Purchased Power Cost (PPC). The PCA Calculations will fully recover the cost of the GRDA PCA power that is charged to the city monthly. The PCA will be calculated based on the GRDA PCA with the city's electric system losses factor applied. The PCA is calculated using the following formula:

- $PCA = A \times (1 + B)$ where
- $A = \text{GRDA PCA (\$/kWh)}$
- $B = \text{City's electric system losses factor (\%)}$

SECTION 7: Rate Schedule DG-1, Distributed Generation Electric Service

For the purpose of the DG-1 Rate Schedule, Distributed Generation shall be defined as an energy producing system at or near the point of energy consumption, which is located on and interconnected to a utility's distribution system.

The City of Sallisaw/Sallisaw Municipal Authority shall provide Distributed Generation Services under a Buy All Sell All (BASA) tariff. The utility shall furnish 100% of the customers electric consumption, billed under the appropriate rate schedule, and purchase 100% of the customers DG output, based on the utility's avoided cost defined below.

**Rate Schedule DG-1 shall not become effective until requirements for connecting services and metering requirements, along with required application and permit fees, are adopted.*

- I. APPLICATION.** This rate is in addition to the customer's standard rate tariff for electric service.
- II. AVAILABILITY.** This rate is applicable to customers who intend to own and operate an electric generating facility using solar equipment to produce electricity.
- III. CREDIT FOR GENERATION.** The utility will provide a credit for energy generated by the customer which would be applied to customer's usage as billed by the utility under the customer's applicable rate tariff. Energy would be credited based on the following schedule:

ENERGY: Energy generated will be credited at the utility's AVOIDED COSTS. An AVOIDED COST is defined as the incremental cost to an electric utility of energy and capacity which the utility would generate itself or purchase from another non-renewable source. The utility's avoided cost is based upon the current applicable wholesale power rate from the Grand River Dam Authority (GRDA), including any applicable Power Cost Adjustment.

- IV. CREDIT LIMITATION.** The energy credit for any billing period described in Section III above is limited to the customer's maximum energy usage during any billing period from the previous calendar year. No credit will be provided by the utility for any generation above this amount.

New customer's maximum credit will be established after the first calendar year of service. In order for customer to receive the maximum benefit from the installation customer shall not oversize the installation larger than the customer's anticipated maximum annual billing period energy (kWh) usage, as no credit will be provided by the utility for any generation above this amount.

Examples of how the customer credit will be calculated:

Previous Calendar Year Billing Period **Maximum kWh usage** – 1,000 kWh
Customer Generation (Billing Period) – 2,000 kWh
Customer Credit, not to exceed customer's **maximum kWh usage**– 1,000 kWh

Previous Calendar Year Billing Period **Maximum kWh usage** – 1,000 kWh
Customer Generation (Billing Period) – 500 kWh
Customer Credit, not to exceed customer's **maximum kWh usage**– 500 kWh

Credits will be applied toward the customer's usage as charged by the utility based on the customer's applicable rate tariff. If the amount credited is greater than the amount charged for any billing period, the remaining credits will roll forward to the next billing cycle. Net credits at the end of a billing period will continue to roll forward to

subsequent billing periods. Any remaining credits will expire upon the termination of electric service to a customer.

- V. SYSTEM INFRASTRUCTURE.** For installations over 100 KW, the utility may require a study on the impact to nearby system infrastructure to be completed prior to installation. The customer shall be responsible for the actual costs of this study.
- VI. INTERCONNECTION AGREEMENT.** Any customer desiring to receive credit for generation from the utility under this rate schedule is required to execute an Interconnection Agreement prior to delivering energy to the utility. Installation must follow all requirements as described in the Interconnection Agreement. By submitting an application, customer agrees to all such requirements.
- VII. METERING EQUIPMENT.** Customers under this rate tariff shall have 2 sets of metering equipment. One meter to measure the customer's consumption and a second meter to measure the customer's generation. The customer shall be responsible for the actual costs of the metering equipment, as well as the cost of installation, supplied by the utility. All metering installation must meet the established codes of the city.
- VIII. APPLICATION FEES.** Customer will be charged a non-refundable application fee as stated in the Master Fee Schedule to cover the cost of application processing.
- IX. TERM.** The utility has the right to modify, suspend, or terminate this rate upon thirty days' notice to customers.

SECTION 8: Adjustments to GRDA Rate Components

Upon notification of any GRDA rate adjustment, the City of Sallisaw may add a GRDA Purchased Power Surcharge to any adopted electric rate of the City. If deemed necessary, this Surcharge will be calculated using any changes to GRDA rate components that are passed to the city.

Effective Date of This Rate Change

This resolution establishing new electric rates shall become effective on October 1, 2024, and shall be reflected in all billing statements calculated after October 1, 2024.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 9th day of September, 2024.

CITY OF SALLISAW, OKLAHOMA BOARD OF CITY COMMISSIONERS

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Resolution Separating the Water & Sewer Rates from the Master Fee Schedule and establishing new rates.

ITEM TITLE: Discussion and possible action on Resolution 2024-22; *A Resolution Providing Changes in Water and Sewer Service Rates in the City of Sallisaw, Oklahoma, and Superseding Previous Resolutions.*

INITIATOR: Interim City Manager/
Director of Finance

STAFF INFORMATION SOURCE: Interim City Manager/
Director of Finance
Water/Waste Water Rate Consultant

BACKGROUND: The cost of service study for water and sewer rates has been completed and presented by the rate consultant. The attached resolution separates these fees from the master fee schedule and also amends the water and sewer rates from October 1, 2024–October 1, 2027 as presented last month.

EXHIBITS: 1. Resolution 2024.22.City Water & Sewer Rates.Final

KEY ISSUES:

- Adjustments to residential and commercial water rates.
- Adjustments to residential and commercial sewer rates. Sewer rate charges are based on water usage during the months of November to March and are calculated on July 1 each year.

FUNDING SOURCE: Water and Sewer Rates

RECOMMENDATION: After reviewing the new rate model with our rate consultant, and taking into consideration all possible scenarios, it is staff's recommendation that Resolution 2024-22 be approved.

RESOLUTION 2024-22

**A RESOLUTION PROVIDING CHANGES IN THE WATER AND SEWER RATES
FOR THE CITY OF SALLISAW, OKLAHOMA, AND
SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, the Sallisaw City Code provides that the Board of City Commissioners of the City of Sallisaw, Oklahoma shall establish rates and charges governing all aspects of utility services, and;

WHEREAS, the Board of City Commissioners have determined that water and sewer rate adjustments are necessary for the continued revenue availability allowing the City of Sallisaw to provide quality and reliable utility services, and;

WHEREAS, the Board of City Commissioners of Sallisaw, Oklahoma desire to amend water and sewer rates for its water and sewer services, and may at any time adjust or amend any utility rate as needed by adoption of separate or combined resolutions, and;

WHEREAS, the water and sewer rates approved by this resolution shall be effective as noted.

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

Section 1: The amended water and sewer rates as provided in Exhibit “A” attached hereto and incorporated herein by reference, is hereby adopted in its entirety to reflect the new rates as attached to this resolution.

Section 2: That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 3: That the following shall henceforth be the established rates for water and sewer services in the City of Sallisaw, Oklahoma, to-wit, and that such rates noted below shall become effective during October of each year, beginning October 1, 2024, through October 2027, and shall be reflected in the first billing statement of October of each year:

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 9th day of September 2024.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

EXHIBIT A

WATER AND SEWER RATE SCHEDULES

SCHEDULE OF WATER RATES						
		Effective	Effective	Effective	Effective	
	Current	Oct 2024	Oct 2025	Oct 2026	Oct 2027	
Residential		Per 1,000 Gallons				
Minimum Charge (1st 2,000 gal)	\$ 24.00	\$ 31.92	\$ 39.26	\$ 43.19	\$ 45.35	
Usage Charge (2,001-3,000)	\$ 2.60	\$ 3.46	\$ 4.26	\$ 4.69	\$ 4.92	
Usage Charge (3,001-4,000)	\$ 2.65	\$ 3.52	\$ 4.33	\$ 4.76	\$ 5.00	
Usage Charge (4,001-6,000)	\$ 2.70	\$ 3.59	\$ 4.42	\$ 4.86	\$ 5.10	
Usage Charge (6,001-12,000)	\$ 3.12	\$ 4.15	\$ 5.10	\$ 5.61	\$ 5.89	
Usage Charge (12,001 & Above)	\$ 3.89	\$ 5.17	\$ 6.36	\$ 7.00	\$ 7.35	
Commercial						
Minimum Charge (1st 2,000 gal)	\$ 26.50	\$ 35.25	\$ 43.36	\$ 47.70	\$ 50.09	
Usage Charge (2,001-10,000)	\$ 3.10	\$ 4.12	\$ 5.07	\$ 5.58	\$ 5.86	
Usage Charge (10,001-18,000)	\$ 3.66	\$ 4.87	\$ 5.99	\$ 6.59	\$ 6.92	
Usage Charge (18,001 & Above)	\$ 4.57	6.08	\$ 7.48	\$ 8.23	\$ 8.64	
Rural Water						
By Contract						
SCHEDULE OF WASTEWATER RATES						
		Effective	Effective	Effective	Effective	
	Current	Oct 2024	Oct 2025	Oct 2026	Oct 2027	
Residential		Per 1,000 Gallons				
Minimum Charge (1st 2,000 gal)	\$ 18.00	\$ 22.50	\$ 27.45	\$ 28.55	\$ 29.69	
Usage Charge (2,001-3,000)	\$ 1.95	\$ 2.44	\$ 2.98	\$ 3.10	\$ 3.22	
Usage Charge (3,001-4,000)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28	
Usage Charge (4,001-5,000)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28	
Usage Charge (5,001 & Above)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28	
(Based on residential water usage for months of November through March, recalculated on July 1 of each year)						
Commercial						
Minimum Charge (1st 2,000 gal)	\$ 20.00	\$ 25.00	\$ 30.50	\$ 31.72	\$ 32.99	
Usage Charge	\$ 2.75	\$ 3.44	\$ 4.20	\$ 4.37	\$ 4.54	

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Master Fee Schedule

ITEM TITLE: Discussion and possible action on Resolution 2024-23; *A Resolution Amending The Master Fee Schedule, Establishing Certain Rates And Fees For The City Of Sallisaw, And Superseding Previous Resolutions*

INITIATOR: Interim City Manager

STAFF INFORMATION SOURCE: Interim City Manager
City Staff

BACKGROUND: This resolution amends the Master Fee Schedule for the City of Sallisaw. If approved, it will become effective on October 1, 2024.

EXHIBITS: 1. BOCC.MFS.City Resolution 2024.23
2. 9.09.24.Master Fee Schedule Update

KEY ISSUES: Key changes in the schedule include:

1. Separate water rates into a separate adopted rate resolution.
2. Separate sewer rates into a separate adopted rate resolution.
3. Amend the Adoption fee for dog or cat to include license and chip for each animal adopted with no modification to the current fee of \$50.
4. Amend the Lifetime License fee for dog or cat to include microchip and registration of microchip.
5. Remove the \$75.00 fee per year for a yearly license for dog and cat.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Resolution 2024-23.

RESOLUTION 2024-23

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE, ESTABLISHING
CERTAIN RATES AND FEES FOR THE CITY OF SALLISAW,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees of the Master Fee Schedule have previously been adopted by the Board of City Commissioners in prior resolutions; and

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

WHEREAS, the City Manager has reviewed these rates and fees with the Board of City Commissioners, and the Board of City Commissioners have determined it is necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Master Fee Schedule and set certain rates and fees in separate resolutions if needed.

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

Section 1: The amendment to the Master Fee Schedule, as provided in Exhibit “A” attached hereto and incorporated herein by reference, is hereby adopted and shall be amended in its entirety to reflect the new version as attached to this resolution.

Section 2: That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on October 1, 2024.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 9th day of September 2024.

**CITY OF SALLISAW, OKLAHOMA
BOARD OF CITY COMMISSIONERS**

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)



CITY OF SALLISAW
MASTER FEE SCHEDULE
EFFECTIVE OCTOBER 1, 2024

As adopted on September 9, 2024 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

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Section 1. Administration and Business Related Fees

Administration and Business Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records	City Cost		
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00		Per video
Copy of Municipal Code Book (must be ordered) City Ordinances Website Link: https://library.municode.com/ok/sallisaw/codes/code_of_ordinances	\$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: http://www.sallisawok.org/129/Budget-Information	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: http://www.sallisawok.org/131/Financial-Statements-Audits	NC		No charge. Current and past audits can be obtained on city web site.
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	<i>*See applicable City Ordinance*</i>		
Coin Operated Amusement (Due on or before January 1 st each year)	\$30.00		Per unit per year
Adult Business License Fee	\$1,000.00		Per year
Transient Merchant/Itinerant Vendor License *Issued for a period not to exceed 14 days. *No more than one issuance every 90 days.	\$25.00		Per Day, Per Location Ordinance 2021-12 Sallisaw Code: Chapter 22, Article V, Sections 22-131 thru 22-180.

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (Requires certificate of liability insurance)	\$350.00		Per event
Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key
City Municipal Swimming Pool Admittance Fee	\$3.00		Per person

City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$30.00		Per season
City Municipal Swimming Pool Season Pass. Maximum of four (4) family members. Additional fee added for each family member in excess of four (4)family members. NO REFUNDS	\$50.00 plus \$10.00 per person over four.		Per season
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:30 to 8:30. Must be scheduled minimum 14 days in advance.	\$250.00		Per event. Maximum event length 2 hours.
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

Section 3. Utility Deposits

Residential Utility Deposits ¹	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters
Utility Deposit -Electric with or without other services and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$200.00		Per meter if multiple meters
Utility Deposit –Water, sewer, sanitation service only or combination of.	\$35.00		Per service
Utility Deposit –Water, sewer, sanitation service only or combination of and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$50.00		Per service
Utility Deposit –Vapor Light Service only (install fees still apply, refer to Section 4.1.1)	\$10.00		Per light

¹ Residential utility deposits may be waived or deferred based on customer payment history. Residential Deposits subject to be refunded based on approved city policy.

Deposits Commercial Services	Rate	Rate Change	Note
Minimum Commercial Utility Deposit –Commercial accounts -Full Service	\$350.00		Minimum deposit for a commercial account
Commercial Master Water Meter for Apartment Complex -Water Service Only	\$75.00 per unit		Landlord pays water usage based on a master meter

Commercial Deposits over \$350.00 Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2	Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.	
Deposits Industrial Services			
Utility Deposit –Industrial Accounts	NA		Set by Contract
Deposits (Other)			
Residential Construction Poles/Temporary Use	\$150.00		Each
Commercial Construction Pole, Temporary Use	\$350.00		Each
Industrial Construction Pole, Temporary Use	\$500.00		Each

Section 4. City Utility Rates and Fees

Electric Services

Electric Rates	Rate	Rate Change	Note
Refer to separate adopted electric rate resolution			
Security(Vapor) Light Rental and Installation	Rate	Rate Change	Note
Rate codes 1503, 1504, 1513, 1514 for 100/175 Watt security light	\$8.50		Each per month
Rate codes 1501, 1502, 1511 for 100/175 Watt (Shared lights, applies only to existing customers under rate codes 1501, 1502 and 1511 installed prior to September 1, 2008	\$4.75		Each per month
Rate code 1516 Security Light 250 Watt	\$18.50		Each per month
Installation Charge, light only	\$135.00		Each, must be paid before installation
Installation charge for materials, light and pole	\$250.00		Each, must be paid before installation

Electric Connection Fees	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% (8% does not apply to commercial transformers) to cover portions of labor. Cost shall include all materials needed to complete connection.			
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	COST+12%		Each
Commercial Aerial	COST+12%		Each
Residential Underground	COST+12%		Each
Residential Aerial	COST+12%		Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	COST+12%		Each
Commercial Aerial	COST+12%		Each
Residential Underground	COST+12%		Each
Residential Aerial	COST+12%		Each
200-400 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+12%		Each
Commercial Aerial	COST+12%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
400-1600 AMP CALCULATED LOAD, THREE(3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+12%		Each
Commercial Aerial	COST+12%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
Distributed Generation Application and Permit Fees			
Interconnecting A Generating Facility Application Fee	\$300.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	\$100.00		

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$15.00		First container
RSW-1, Residential Garbage per month	\$7.50		Each additional container
CSW-1, Commercial Garbage per month	\$20.00		First container
CSW-1, Commercial Garbage per month	\$12.00		Each additional container
Damaged Poly Cart	Cost +12%		Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$380.00		Per Setting, Prepaid
CSW-2, Dumpster Container	\$5.00		Per Cubic Yard, adjusted for number of times per week dumpster is serviced

Commercial Dumpster Per Cubic Yard Charges-Per Month

	Cubic Yards	Per week	Weeks Yr	Mths Year		
	1	1	52	12		
		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES
CY	\$ 5.00	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 21.67	\$ 43.33	\$ 65.00	\$ 86.67	\$ 108.33
2	2 Cubic Yards per month	\$ 43.33	\$ 86.67	\$ 130.00	\$ 173.33	\$ 216.67
4	4 Cubic Yards per month	\$ 86.67	\$ 173.33	\$ 260.00	\$ 346.67	\$ 433.33
6	6 Cubic Yards per month	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00
8	8 Cubic Yards per month	\$ 173.33	\$ 346.67	\$ 520.00	\$ 693.33	\$ 866.67

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$32.00		"Curbie"
Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$32.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	\$32.00 plus \$5.00 per additional CY over 10 CY		
Commercial Curbside Pickup	Minimum of \$45.00 plus \$5.00 per CY		

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10)	\$40.00		Per ton (Change 9/1/2023)
Minimum Charge	\$35.00		Per load
Non Hazardous Industrial Waste (NHIW -15)	\$60.00		Per ton
NHIW-Minimum Charge	\$60.00		Per load
Non-Friable Asbestos	\$100.00		Per Ton
Contaminated Soil	\$50.00		Per ton
Contaminated Soil - Minimum Charge	\$50.00		Per load
Shingles	\$40.00		Per ton
Shingles - Minimum Charge	\$35.00		Per load
Shingle Pull Off, using dozer	\$45.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$50.00		Per ton
Dead Animals - Minimum Charge	\$35.00		
Shredder Fluff (6)-No Contract	\$34.00		Per ton
Shredder Fluff - Minimum Charge	\$30.00		
Chicken Waste (8)	\$175.00		Per load
Chicken Waste - Minimum Charge	\$50.00		
Sludge Material from Wastewater Plants	\$22.00		Per ton
Sludge - Minimum Charge	\$15.00		
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Landfill Facility Use Deposit (Contract Customer). Deposits may be required for certain customers who pose a payment risk.	Minimum of monthly tonnage costs x 2 or greater		
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
Tires and White Goods -- NO LONGER ACCEPTED			

Water Services

Water Rates and Fees	Rate	Rate Change	Note
For water rates, refer to separate adopted rate resolution RW-1, Residential Water, effective October 1, 2024			
First 2,000 gallons (minimum)	\$24.00		
Next 1,000 gallons	\$2.60		Per 1,000 gallons
Next 1,000 gallons	\$2.65		Per 1,000 gallons
Next 1,000 gallons	\$2.70		Per 1,000 gallons
6,001 to 12,000 gallons (+18%)	\$3.12		Per 1,000 gallons

Over 12,000 gallons (+25%)	\$3.89		Per 1,000 gallons
CW-1, Commercial Water, effective October 1, 2024			
First 2,000 gallons (minimum)	\$26.50		-
2,001 to 10,000 gallons	\$3.10		Per 1,000 gallons
10,001 to 18,000 gallons (+18%)	\$3.66		Per 1,000 gallons
Over 18,000 gallons (+25%)	\$4.57		Per 1,000 gallons
-	-	-	-

Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 8% to cover portions of labor. Cost shall include all materials needed to complete connection.			
Three Quarter (3/4) inch water tap	COST+12%		Each
One (1) Inch Water Tap	COST+12%		Each
Two(2) Inch Water Tap	COST+12%		Each
Three (3) Inch Water Tap	COST+12%		Each
Four (4) Inch Water Tap	COST+12%		Each
Six (6) Inch Water Tap	COST+12%		Each
Eight (8) Inch Water Tap	COST+12%		Each
Fire Line Tap 4x3 tap with valve	COST+12%		Each
Fire Line Tap 6x3 tap with valve	COST+12%		Each
Fire Line Tap 6x4 tap with valve	COST+12%		Each
Fire Line Tap 8x4 tap with valve	COST+12%		Each
Fire Line Tap 8x6 tap with valve	COST+12%		Each
Fire Line Tap 10x4 tap with valve	COST+12%		Each
Fire Line Tap 10x6 tap with valve	COST+12%		Each
Fire Line Tap 10x8 tap with valve	COST+12%		Each
Fire Line Tap 12x4 tap with valve	COST+12%		Each
Fire Line Tap 12x6 tap with valve	COST+12%		Each
Fire Line Tap 12x8 tap with valve	COST+12%		Each
Fire Line Tap 12x10 tap with valve	COST+12%		Each
Fire Line Tap 4x4 tap and valve (extension only)	COST+12%		Each
Fire Line Tap 6x6 tap and valve (extension only)	COST+12%		Each
Fire Line Tap 8x8 tap and valve (extension only)	COST+12%		Each
Fire Line Tap 10x10 tap and valve (extension only)	COST+12%		Each
Fire Line Tap 12x12 tap and valve (extension only)	COST+12%		Each

Bulk Water Sale Rates and Fees	Rate	Rate Change	Note
Bulk Tank Fill –No meter, up to 1,000 gallons	\$40.00		Minimum
Plus per 1,000 gallons	\$8.00		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	\$45.00		Minimum each billing period
Plus per 1,000 gallons	\$8.00		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,250.00		Deposit required for each meter. Must be returned operable for deposit refund

Sewer Services

Sewer Rates and Fees	Rate	Rate Change	Note
For sewer rates, refer to separate adopted rate resolution RS-1, Residential Sewer, effective October 1, 2024			
(Based on residential water usage for months of November through March, recalculated on July 1 of each year)			
First 2,000 gallons (minimum)	\$18.00		Minimum
Next 1,000 gallons (3,000)	\$1.95		Per 1,000 gallons
Next 1,000 gallons (4,000)	\$1.95		Per 1,000 gallons
Next 1,000 gallons (5,000)	\$1.95		Per 1,000 gallons
Over 5,000 gallons	\$1.95		Per 1,000 gallons
-	-	-	-
CS-1, Commercial Sewer, effective October 1, 2024 (Based on actual water usage)			
-			
First 2,000 gallons (minimum)	\$20.00		Minimum
Over 2,000 gallons	\$2.75		Per 1,000 gallons
Sewer Service Tap Fees	Rate	Rate Change	Note
Sanitary Sewer Tap Inspection Fee	\$40.00		Each tap. New or Replacement, Residential or Commercial.
Sanitary Sewer Tap Inspection Fee (Industrial)	\$60.00		Each tap
Private Sewage Disposal system Permit and Inspection Fee	\$100.00		Per system

Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$45.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$275.00 plus \$45.00 per 24 hour period		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order
Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$40.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays – Residential Electric and/or Water	\$50.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$150.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$300.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$20.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc.)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		
Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	35% of total sent to collections.		OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase	\$250.00		Per space
Columbarium	\$850.00		Per niche with lettering
Columbarium	\$625.00		Per niche without lettering
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$400.00		
Grave Opening (Sunday and Holiday)	\$550.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$50.00		
Set up of Chairs and Gazebo on Weekends & Holidays	\$100.00		

Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response.			
Minimum emergency response charge –Class A response, minimum 2 hours	\$1,500.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	\$2,000.00		
Class A Pumper –After 2 hours	\$400.00		Per hour
Aerial Pumper –After 2 hours	\$750.00		Per hour
Rescue Truck –After 2 hours	\$125.00		Per hour
Minim Pumper Truck –After 2 hours	\$200.00		Per hour
Class 9 Grass Truck –After 2 hours	\$150.00		Per hour
Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more.	No Charge		5-day Permit
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

Section 8. Animal Welfare and Shelter Fees

Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat. Includes neuter, spay, vaccination, <u>license and chip</u> for each animal adopted.	\$50.00		Each. Completed prior to animal leaving facility.
Adoption small animal, fowl or domestic bird	\$20.00		Each
Altered dog or cat, first impoundment	NC		
Altered dog or cat, second impoundment	\$40.00		
Altered dog or cat, third or subsequent impoundment	\$80.00		
Unaltered dog or cat, first impoundment	\$30.00		
Unaltered dog or cat, second impoundment	\$60.00		
Unaltered dog or cat, third or subsequent impoundment (Mandatory neuter or spay required)	\$100.00		
Impoundment of livestock or other large animal	\$100.00		Per day plus actual cost of feed and other housing costs.
Boarding Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or deposits)	\$10.00 regular size \$25.00 large size animal		Per day per animal. Does not apply to dogs or cats being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)	\$25.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	\$50.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$45.00		Per animal
Cremation services up to 20 lbs.	\$100.00		Includes urn with engraved plate
Cremation services 21 to 60 lbs.	\$140.00		Includes urn with engraved plate
Cremation services 61 to 80 lbs.	\$160.00		Includes urn with engraved plate
Cremation services 81 to 100 lbs.	\$200.00		Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.	\$230.00		Includes urn with engraved plate

Animal Licenses and Permits

Licenses and Permits for Kennels Keeping Small Animals	Rate	Rate Change	Note
Kennel License (In zoned agriculture areas only)	\$75.00		Per year
Permit for keeping small animals other than dog or cat	\$25.00		Per year

Bee Keeper License (In zoned agriculture areas only)	\$25.00		Per year
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Licensing of Dogs and Cats	Rate	Rate Change	Note
LIFETIME LICENSE: Lifetime dog or cat license fee includes Requires Microchip and Includes registration of microchip.	\$30.00		Lifetime
YEARLY LICENSE: Dog or cat license fee, no microchip. Requires yearly renewal	\$75.00		Per year
Re-issue of lost or destroyed city animal tag	\$10.00		Each Tag
Dog or cat micro-chip Registration in lieu of annual tag, or until change in ownership	\$10.00		
Hobbyist Breeder Permit: A permit may be issued to hobbyist who are in compliance with city ordinances. Limit of four (4), not to exceed five (5) dogs, cats, or combination of. Each animal must have its own permit and location must be inspected by animal welfare and code enforcement.	\$60.00		Requires yearly renewal. In addition, each animal must have its own license.
LIFETIME LICENSE: License for each dog or cat, lifetime or change in ownership for persons over age of 65	Cost of Microchip		

Section 9. Building Development Permit, Inspection, Plan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$125.00 plus \$.10 psf.		
Commercial Remodel	\$125.00 plus \$0.05 psf.		
Commercial Electrical, Mechanical and Plumbing Permit	\$50.00 plus \$.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$125.00 plus \$0.20 psf		
Residential Building Permit	\$50.00 plus \$.05 psf		
Residential Remodel	\$50.00 plus \$0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$50.00 plus \$0.15 psf		
Residential Electrical, Mechanical and Plumbing Permit	\$40.00 plus \$.03 psf		
Manufacturing/Industrial Building Permit	\$300.00		Minimum
Plus per square foot	\$0.10		first 5,000 sf
Plus per square foot	\$0.05		next 20,000 sf
Plus per square foot	\$0.01		over 25,000K sf

Demolition and House Moving Permit	\$50.00		Each
Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
Occupancy Permits	Rate	Rate Change	Note
Applies to change of occupants only where and when required			
Single Family	\$20.00		Each
Two Family and Multi-family	\$10.00		Per unit
Commercial	\$20.00 plus \$10.00 per floor		
Industrial	\$50.00		Each
Temporary Occupancy Permit	\$10.00		Each
Street Cut Permits *Contractor required to repair based on city specifications.	Rate	Rate Change	Note
Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	\$250.00		Each
Concrete Street or Alley Utility Cut	\$250.00		Each
Mobile Home Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Inside Mobile Home Park	\$40.00		Each
Outside Mobile Home Park	\$60.00		Each
Swimming Pool Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Residential Swimming Pool	\$40.00		Each
Commercial, Multi-family	\$100.00		Each
Signage and Billboards	Rate	Rate Change	Note
Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$40.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$60.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		

Fuel Storage Tank Permits/Inspection Fees	Rate	Rate Change	Note
Fuel Storage Tanks	\$125.00		Each. Includes piping
Fuel Dispensing Pump	\$30.00		Each
Inspection Fees	Rate	Rate Change	Note
Re-Inspection Fee (Normal Hours, upon 2 nd and subsequent re-inspections	\$25.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$50.00		Per hour, 1 hour minimum
Gas Line Test/Inspection Fee	\$25.00		Each, in addition to permit required
Sewer Tap Inspection Fee	\$25.00		Each, in addition to permit required

Other Permit Fees	Rate	Rate Change	Note
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$500.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$25.00		
Garage Sale Permit Fee –Residential property, limit 4 per 12-month period, requires application and license for each sale.	NC		
Miscellaneous Permits (includes; storm shelters, awnings, firework stands, fences, tents, siding.(All items not listed but governed by construction codes)	\$20.00		Each
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Communication Tower Permits and fees	See Ordinance		
Planning Commission	Rate	Rate Change	Note
Planning Commission Applications; All	\$200.00		Each
Administrative Plat Approval (Lot Splits, Small Plats)	\$125.00		Each
Special Use Permit (applicant pays for advertising)	\$200.00		Each
Administrative Zoning Clearance Permit	\$125.00		Each
Plan Reviews	Rate	Rate Change	Note
Preliminary Plan Review (Residential)	\$50.00		Each
Preliminary Plan Review (Commercial)	\$100.00		Each
Preliminary Plan Review (Industrial)	\$150.00		Each

Board of Adjustment	Rate	Rate Change	Note
Board of Adjustment Applications: All Applications.	\$200.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days)(City Ordinances)	\$100.00		
Board of Appeals (Construction Codes)Filed with City Clerk within 15 days	\$100.00		

Contractor Registration Fees	Rate	Rate Change	Note
As required by state law			
Contractor, first time registration	\$100.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$50.00 per license, plus \$25.00 for each Journeyman		
Maps	Rate	Rate Change	Note
11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
Copies of Construction Documents (per page) NEW			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each
36x48 NEW B/W or Color	\$7.00		Each
Floodplain Management Fees	Rate	Rate Change	Note
Floodplain Development Permit	\$200.00		Each
Inspection Fee	\$25.00		Per inspection

Section 10. Airport Fees and Permits

Airport Fees and Permits *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare	Rate	Rate Change	Note
Permit for providing airport services (14-82). Applies to: - Aviation Flight School, 14-83 - Crop Dusting or Spraying of Agriculture chemicals, 14-84 - Aircraft Rental and Sales Operations, 14-85 - Aircraft maintenance services, 14-86 - Commercial Skydiving Operations, 14-82(19), 14-87 - Other aeronautical services as identified and allowed.	\$125.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$150.00		Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$25.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$25.00		3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	\$50.00		3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.			

Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location.	\$3,000.00		Per piece of equipment
Dozer	\$125.00		Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$125.00		Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$75.00		Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$125.00		Per hour, 2 hour minimum charge
Road Grader	\$125.00		Per hour, 2 hour minimum charge
Grade-all Excavator	\$125.00		Per hour, 2 hour minimum charge
Front End Loader	\$125.00		Per hour, 2 hour minimum charge
Back-hoe	\$125.00		Per hour, 2 hour minimum charge

Grapple Truck	\$200.00	Per hour, 2 hour minimum charge
Street Sweeper	\$150.00	Per hour, 2 hour minimum charge
Large Tractor Mower	\$100.00	Per hour, 2 hour minimum charge
Small Tractor Mower	\$75.00	Per hour, 2 hour minimum charge
Riding Mower	\$35.00	Per hour, 2 hour minimum charge
Wood Chipper	\$60.00	Per hour, 2 hour minimum charge
Work Truck	\$50.00	Per hour, 2 hour minimum charge
Water Truck	\$75.00	Per hour, 2 hour minimum charge
Skid Steer Loader	\$75.00	Per hour, 2 hour minimum charge
Bucket Truck (Large) (Electric or Telecom)	\$225.00	Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	\$200.00	Per hour, 2 hour minimum charge
Digger Derrick	\$175.00	Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$125.00	Per hour, 2 hour minimum charge
Light Tower With Generator	\$50.00	Per hour, 2 hour minimum charge
Trencher	\$50.00	Per hour, 2 hour minimum charge
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	\$25.00	Per hour
Brush Truck	\$40.00	Per hour
Top Soil	\$80.00	Per load
Telecom: Fiber Splice Trailer	\$75.00	Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	\$25.00	Per splice
Telecom: Splice Enclosure Replace Small	\$50.00	Each
Telecom: Splice Enclosure Replace Large	\$250.00	Each
Telecom: Fiber Optic Trunk -Fiber Replace	\$0.50	Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	\$0.20	Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.	
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 25% restocking fee	

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Annexation of Property

ITEM TITLE: Discussion and possible action on Ordinance 2024-05; An Ordinance Providing for the Annexation to the City of Sallisaw, Oklahoma, Certain Property Hereinafter set out; and Approval of Emergency Clause

INITIATOR: Steven and Deborah O'Neal

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Mr. and Mrs. O'Neal are requesting their property, located at 111 East Drake Road, be annexed into the corporate boundaries of the City of Sallisaw. This property joins the city limits on the north side.

EXHIBITS: 1. O'Neal Publication
2. 2024.05.Annexation Request.Steven & Deborah Oneal

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2024-05.
Approval of Emergency Clause.

PROOF OF PUBLICATION
Cookson Hills Publishers, Inc.
Dba *Sequoyah County Times*
111 N. Oak Street
Sallisaw, OK 74955
918-775-4433

SEQUOYAH COUNTY
TIMES

Shown as published in SCT

See the attached document
52,515 Public Hearing Voluntary Annexation O'Neal
w/Map
City of Sallisaw

I, Jeff W. Mayo, am the authorized representative of Cookson Hills Inc., Publisher of the Sequoyah County Times, newspaper of Sequoyah County, State of Oklahoma and knows the facts herein set out: that said newspaper is being published semi-weekly in the City of Sallisaw in said County and has a paid circulation in said County and State and with entrance into the United States mails as second class mail matter and published in the County where delivered to the United States mail; that said newspaper has been continuously and uninterruptedly printed and published in said County during the period of 104 weeks consecutively, prior to the first publication of the notice, a true copy of which is hereto attached and made a part hereof; and that said notice was duly published in each Issue of, and not in a supplement,

Sequoyah County Times on the following date(s);

Aug. 23 and 30, 2024

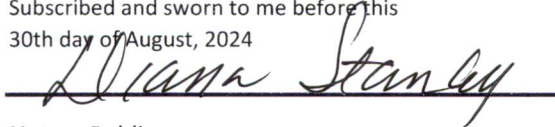
Affiant further states that said newspapers carrying said notice, advertisement or publication comes within all the prescriptions and requirements of Section 1 of Senate Bill No. 47 of the 19th Legislature effective April 13, 1943; House Bill No. 327 Session Laws 1941; being an act amending section 54. Compiled Oklahoma Statutes, 1931, as amended by Article 1, Chapter 1, Session Laws 1935.

Affiant further states that said newspaper meets all the requirements of the laws of the state of Oklahoma with references to legal publications.



(Signature) Jeff W. Mayo, Publisher

Subscribed and sworn to me before this
30th day of August, 2024



Notary Public

Publication Fee \$134.60

Legal #: 52,515



(52,515) Published in the Sequoyah County Times August 23 and 30, 2024

**CITY OF SALLISAW
NOTICE OF PUBLIC HEARING
PETITION FOR VOLUNTARY ANNEXATION**

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

The northeast quarter of the southwest quarter of the southwest quarter of Section 8, Township 11 North, Range 24 East. Less public road rights-of-way and subject to easements of record.

has filed with the City of Sallisaw, Oklahoma, a written application pursuant to Title 11 OS, Section 21-105 of Article 11, Part 1, to **ANNEX THE ABOVE NOTED PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SALLISAW, OKLAHOMA.**

The undersigned will present said application (BOCC2024-001) to the Board of City Commissioners on **September 9, 2024**, at **113 North Elm Street**, beginning at 6:00 pm. The Board of City Commissioners will conduct a public hearing on said application, and all interested persons are entitled to be heard and are invited to attend.

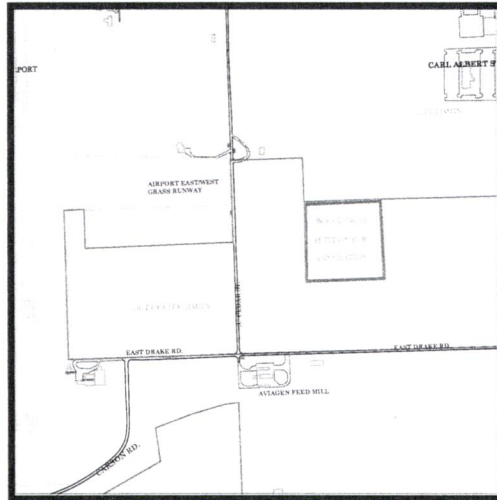
Notice published on the 23rd of August, 2024, and the 30th of August, 2024.

By: **Steven O'Neal and Deborah O'Neal**

Owner(s)

By: **Kim Jamison**

City Clerk



ORDINANCE NO. 2024-05

AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF SALLISAW, OKLAHOMA, CERTAIN PROPERTY HEREINAFTER SET OUT; AND DECLARING AN EMERGENCY.

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

SECTION 1 That Steven O'Neal and Deborah O'Neal, are the owners of the following described real estate, to-wit:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 11 North, Range 24 East, Sequoyah County, Oklahoma;

and that said owners have petitioned for the Board of Commissioners of the City of Sallisaw, Oklahoma, to annex said property and to extend the boundaries of the City of Sallisaw to include said property, which property adjoins the city limits.

SECTION 2 The above described real estate adjoins the city limits of the City of Sallisaw, Oklahoma, and the Board of Commissioners of Sallisaw, Oklahoma, finds that it is to the best interest of the said city that the above described real estate be annexed to the City of Sallisaw, Oklahoma, and that the boundaries of the City of Sallisaw, Oklahoma, be extended to include said real estate.

SECTION 3 That the real estate situated in Sequoyah County, State of Oklahoma, described as:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 11 North, Range 24 East, Sequoyah County, Oklahoma;

be and the same is hereby annexed to the City of Sallisaw, Oklahoma, and the boundaries of the City of Sallisaw, Oklahoma, are hereby extended to include said real estate.

SECTION 4 **WHEREAS**, it being immediately necessary for the preservation of the

peace, health, safety and protection of the citizens of Sallisaw and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage, as provided by law.

PASSED AND APPROVED by the Board of Commissioners of the City of Sallisaw on this 9th day of September, 2024.

**BOARD OF COMMISSIONERS OF THE
CITY OF SALLISAW, OKLAHOMA**

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Annexation of Property

ITEM TITLE: Discussion and possible action on Ordinance 2024-06; An Ordinance Providing for the Annexation to the City of Sallisaw, Oklahoma, Certain Property Hereinafter set out; and Approval of Emergency Clause

INITIATOR: Christina and David Todd Harris

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Mr. and Mrs. Harris are requesting their property, located at 506 East Drake Road, be annexed into the corporate boundaries of the City of Sallisaw. This property joins the city limits on the west side.

EXHIBITS: 1. Harris Publication
2. 2024.06.Annexation Request.Christina Harris & David Harris

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2024-06.
Approval of Emergency Clause.

PROOF OF PUBLICATION
Cookson Hills Publishers, Inc.
Dba *Sequoyah County Times*
111 N. Oak Street
Sallisaw, OK 74955
918-775-4433

SEQUOYAH COUNTY
TIMES

Shown as published in SCT

See the attached document
52,514 Public Hearing Voluntary Annexation Harris
w/Map
City of Sallisaw

I, Jeff W. Mayo, am the authorized representative of Cookson Hills Inc., Publisher of the Sequoyah County Times, newspaper of Sequoyah County, State of Oklahoma and knows the facts herein set out: that said newspaper is being published semi-weekly in the City of Sallisaw in said County and has a paid circulation in said County and State and with entrance into the United States mails as second class mail matter and published in the County where delivered to the United States mail; that said newspaper has been continuously and uninterruptedly printed and published in said County during the period of 104 weeks consecutively, prior to the first publication of the notice, a true copy of which is hereto attached and made a part hereof; and that said notice was duly published in each Issue of, and not in a supplement,

Sequoyah County Times on the following date(s);

Aug. 23 and 30, 2024

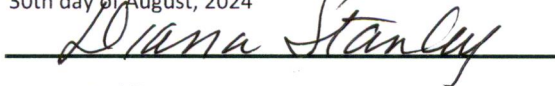
Affiant further states that said newspapers carrying said notice, advertisement or publication comes within all the prescriptions and requirements of Section 1 of Senate Bill No. 47 of the 19th Legislature effective April 13, 1943; House Bill No. 327 Session Laws 1941; being an act amending section 54. Compiled Oklahoma Statutes, 1931, as amended by Article 1, Chapter 1, Session Laws 1935.

Affiant further states that said newspaper meets all the requirements of the laws of the state of Oklahoma with references to legal publications.



(Signature) Jeff W. Mayo, Publisher

Subscribed and sworn to me before this
30th day of August, 2024



Notary Public

Publication Fee \$134.60

Legal #: 52,514



(52,514) Published in the Sequoyah County Times August 23 and 30, 2024

**CITY OF SALLISAW
NOTICE OF PUBLIC HEARING
PETITION FOR VOLUNTARY ANNEXATION**

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

The NW/4 NE/4 OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 24 EAST, SEQUOYAH COUNTY, OKLAHOMA

has filed with the City of Sallisaw, Oklahoma, a written application pursuant to Title 11 OS, Section 21-105 of Article 11, Part 1, to **ANNEX THE ABOVE NOTED PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SALLISAW, OKLAHOMA.**

The undersigned will present said application (BOCC2024-001) to the Board of City Commissioners on **September 9, 2024**, at **113 N. Elm St, Sallisaw, beginning at 6:00 pm.** The Board of City Commissioners will conduct a public hearing on said application, and all interested persons are entitled to be heard and are invited to attend.

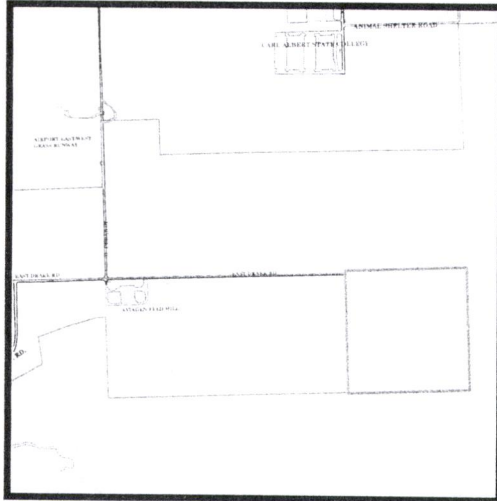
Notice published on the 23rd of August, 2024, and the 30th of August, 2024.

By: **Christina Michelle Harris and David Todd Harris**

Owner(s)

By: **Kim Jamison**

City Clerk



ORDINANCE NO. 2024-06

AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF SALLISAW, OKLAHOMA, CERTAIN PROPERTY HEREINAFTER SET OUT; AND DECLARING AN EMERGENCY.

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

SECTION 1 That Christina Michelle Harris and David Todd Harris, wife and husband, are the owners of the following described real estate, to-wit:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 11 North, Range 24 East, Sequoyah County, Oklahoma;

and that said owners have petitioned for the Board of Commissioners of the City of Sallisaw, Oklahoma, to annex said property and to extend the boundaries of the City of Sallisaw to include said property, which property adjoins the city limits.

SECTION 2 The above described real estate adjoins the city limits of the City of Sallisaw, Oklahoma, and the Board of Commissioners of Sallisaw, Oklahoma, finds that it is to the best interest of the said city that the above described real estate be annexed to the City of Sallisaw, Oklahoma, and that the boundaries of the City of Sallisaw, Oklahoma, be extended to include said real estate.

SECTION 3 That the real estate situated in Sequoyah County, State of Oklahoma, described as:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 11 North, Range 24 East, Sequoyah County, Oklahoma;

be and the same is hereby annexed to the City of Sallisaw, Oklahoma, and the boundaries of the City of Sallisaw, Oklahoma, are hereby extended to include said real estate.

SECTION 4 **WHEREAS**, it being immediately necessary for the preservation of the

peace, health, safety and protection of the citizens of Sallisaw and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage, as provided by law.

PASSED AND APPROVED by the Board of Commissioners of the City of Sallisaw on this 9th day of September, 2024.

**BOARD OF COMMISSIONERS OF THE
CITY OF SALLISAW, OKLAHOMA**

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Material for 6" Water Line

ITEM TITLE: Discussion and possible action on Purchase Order No. 102822, issued to Core and Main of Coweta, Oklahoma, in the amount of \$68,671.20 for materials to install a 6" water line on Drake Road

INITIATOR: Superintendent- Water/Sewer
Interim City Manager

STAFF INFORMATION SOURCE: Quote

BACKGROUND: Approval of this purchase order will allow for the purchase of materials needed to install a 6" water line on Drake Road. We currently will be servicing 2 residential customers with this installation, if annexations are approved (O'Neal and Harris). This line size will also meet any future water needs in the area.

EXHIBITS: 1. V200639

KEY ISSUES:

FUNDING SOURCE: #010-703-53302 - Water Lines - \$105,000.00 budgeted for FY'25.

RECOMMENDATION: Approval of Purchase Order No. 102822 in the amount of \$68,671.20.



Customer #	213893
Order #	V200639
Date Ordered	07/03/24
Job #	
Job Name	
Customer Reference	
Purchase Order #	
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	
Ship Via	CORE & MAIN LP

Sold To:
SALLISAW, CITY OF
PO BOX 525
SALLISAW, OK 74955-0525

Ship To:
SALLISAW, CITY OF
115 E CHOCTAW
SALLISAW, OK 74955

Branch:
OWASSO OK
BRANCH - 343
14701 E 116TH ST N
OWASSO, OK 74055

Phone: 918-586-7100

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	54662132006	662-132006-000 12X6 SS TAP SLV CARBON STL EPOXY FLG 13.16-13.56 OD	1			649.19000	EA	649.19
	5106AVKMJFLGVLAOL	6 AVK #65 MJXFLG RW GV OL ON 651503702614034	1			1015.80000	EA	1015.80
	24AFBNGF06RA	6X1/8 FLG ACC RR FF	1			17.18000	EA	17.18
	0306021	6 PVC SDR21 PR200 PIPE 20' GSKT	3500			9.31000	FT	32585.00
	6040BAVK2W6MJFH	2780 AVK 5-1/4V0 4'0"B OL 2W HYD 6MJ NST 1-1/2 PENT RED 27NJ029060980A1	7			3050.00000	EA	21350.00
	21I06T060S	6 MJ ANCH TEE C153 IMP	7			201.76000	EA	1412.32
	5106AVKMJGVLAOL	6 AVK #65 MJ RW GATE VLV OL 651500709614034	8			1015.80000	EA	8126.40
	21T06AS24	6X24 MJ ANCH CPLG C153 USA	7			295.11000	EA	2065.77
	21IAMGB06	6" MJ REGULAR ACC SET (I) LESS GLAND IMPORT	24			22.17000	EA	532.08
	21I064M	6 MJ 45 C153 IMP	2			98.90000	EA	197.80
	21AMF8062006PV	6 EBAA MEGALUG C900&IPS 2006PV RED	10			36.70000	EA	367.00
	21I06S112T	6 MJ L/P SLV C153 IMP	2			110.77000	EA	221.54
	21I06PT	6 MJ PLUG C153 IMP	2			65.56000	EA	131.12

Terms in accordance with shipping manifest.

Special Instructions/Comments:
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

Total Ordered:	68671.20
Tax Amount:	.00
Other Charges:	.00
Total:	68671.20

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Weir Replacement

ITEM TITLE: Discussion and possible action on Purchase Order No. 102823 issued to Lattimore Welding, LLC of Sallisaw, in the amount of \$22,250.00 for weir replacement at the Sallisaw Wastewater Treatment Facility

INITIATOR: Superintendent - WWTP

STAFF INFORMATION SOURCE:

BACKGROUND: Approval will allow for the removal of existing rusted metal weirs and replacement with stainless steel weirs, washers, and bolts on the small clarifier at the Waterwater Treatment Facility. The stainless materials were purchased previously and are on site. This has been a needed project for several years but due to the FEB construction we were unable to install weirs. Last year the weather was too wet so we were unable to shut down the old plant. With the current dry conditions, we are able to complete the installation.

EXHIBITS: 1. Welding Quote - Weirs

KEY ISSUES: Quotes were requested but only 1 was received.

FUNDING SOURCE: 092-705-57710 - \$22,000.00 budgeted. Balance will come from "Reserve for Future Improvements".

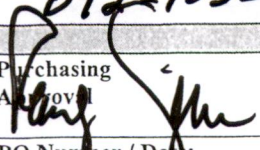
RECOMMENDATION: Approval of Purchase Order No. 102823 issued to Lattimore Welding in the amount to \$22,250.00

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 8/27/2024	Date of Quotation 8/27/2024	Date of Quotation
Department Number: 705-WWTP	Department Number: 705-WWTP	Department Number:
Vendor Name / Number Lattimore Welding # New	Vendor Name / Number B.B. welding # 294	Vendor Name / Number
Address: 105869 S. 4680 Rd	Address 464779 E. 1070 Rd.	Address
City Sallisaw	City Sallisaw	City
State OK Zip 74955	State OK Zip 74955	State Zip
Phone 918-315-2780	Phone 918-	Phone
Item (s) Weir Installation For small Clarifier.	Item (s) Weir Installation For small Clarifier.	Item (s)
\$22,000.00 Budgeted	\$22,000.00 Budgeted	Quantity
Price each \$22,250.00	Price each NO BID Rec'd	Price each
Est. Freight 0	Est. Freight NO BID Rec'd	Est. Freight
Total Cost \$ \$22,250.00	Total Cost \$ NO Bid Rec'd	Total Cost \$
Quote Expiration Date 30 days	Quote Expiration Date NO Bid Rec'd	Quote Expiration Date
Quotes Obtained By: EPP/CR	Quotes Obtained By: EPP/CR	Quotes Obtained By:
GL Budget Line 092-705-57710	GL Budget Line 092-705-57710	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 102823 / 9/3/24	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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



Quote # 2212408

Date: 08/27/2024

-Customer-

City of Sallisaw

Lattimore Welding, LLC

105869 S. 4680 RD

Sallisaw, Oklahoma 74955

Lattwelds@Gmail.com

-Job description-

Wastewater Treatment plant

- C.J. Eppler

Removal / Rebuild

Includes: This estimate is to remove the existing rusted metal weirs on the 230' concrete tank and replace with stainless steel weirs, washers, and bolts.
Purchase & installation of Anchor epoxy is required and included on this estimate.
- (Epoxy required to set anchor bolts)
All stainless material has been purchased prior to this estimate and is expected to be onsite at the time of installation.

Update - Remove interior panels, replace existing angle iron and secure to the tank wall using the new anchor system on the stainless steel.
Tank is expected to be drained and cleaned prior to our arrival.

Construction Total

\$22,250.00

*Note: All materials will be installed as they come. There will **NOT** be an exterior finish applied unless requested by the owner. Construction will begin at the soonest date possible.*

✎ *We require 50% down at the beginning as an act of good faith and to purchase material.*

Unfortunately, we cannot control the weather. If weather turns bad, the start and finish date may be pushed back. Once the quote has been approved and signed, your job will be scheduled.

Any changes to design and or finish after approval of the quote may result in additional charges.

Quote Approval

Quote will be honored up to 30 days from the time it is presented. After 30 days, the job will have to be rebid, and signed again. Lattimore Welding reserves the right to cancel this contract at any point.

I understand that by signing this contract I am in agreement of the terms and conditions and will pay in full upon completion of the contract.

Signature: _____ **Date:** _____

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Storm Sirens

ITEM TITLE: Discussion and possible action on Purchase Order No. 102850, issued to Storm Sirens, Inc. of Norman, Oklahoma, in the amount of \$78,260.00 for the purchase of Two (2) New Sentry Model 14V-B Stationary Warning Sirens with Two-Way Fiber Optic Control and Conversion of Three (3) Existing Sirens to Two-Way Fiber Optic.

INITIATOR: Economic Development Director
Electric Superintendent
IT Manager

STAFF INFORMATION SOURCE: Storm Sirens Inc.

BACKGROUND: With approval of this item, the city is planning to utilize approved grant funds, from the United States Department of Agriculture (USDA), to replace two (2) existing storm sirens and convert three (3) remaining sirens with a fiber connection. The two (2) Sentry Model 14V-B units are replacing two (2) existing sirens in order to operate all the storm sirens under one operating system. This item is needed in order to maintain system continuity, efficiency, operability, and safety. The fiber interface will increase reliability and allow two-way reporting on the functionality of the sirens.

EXHIBITS: 1. Sallisaw, OK 2024 Prop 9-5-24 NEW

KEY ISSUES: Utilizing grant funds to replace two (2) existing storm sirens and convert three (3) remaining sirens with a fiber connection.

FUNDING SOURCE: USDA Grant Funding of \$38,445.00 and Match of \$39,815.00.
Budgeted funds are \$69,900.00 GL# 102-601-57901

RECOMMENDATION: Staff recommends approval of purchase order #102850 in the amount of \$78,260.00 to Storms Siren, Inc.

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

September 5, 2024

Robin Haggard, Director
Sallisaw Finance Development
115 East Choctaw
Sallisaw, Oklahoma 74955

Regarding: Storm Warning Siren

Dear Ms. Haggard:

Sentry Siren, Inc. manufactures 11 different storm warning sirens. As the regional representative for Sentry, my company has over 30 years of experience designing, installing, and maintaining storm warning systems. We have sold nearly 2000 sirens regionally and over 400 sirens in the State of Oklahoma, including 3 of the City's current sirens.

In regard to our recent telephone conversation, you will find below a revised itemized proposal on the Sentry Model 14V-B Storm Warning Siren for the City of Sallisaw. This proposal is based on our previous correspondence and the FEMA guidelines for outdoor warning.

Sentry Model 14V-B

The Sentry Model 14V-B normally runs from 230 VAC, single-phase, 125-amp service. In the event of a power failure, the siren will run from its bank of rechargeable batteries for a minimum cumulative runtime of 30 minutes (i.e., 10 3-minutes signals).

Each Sentry Model 14V-B is custom made using parts cast from the same metal ingot which means that the components expand and contract in the heat and cold at the same rate. This ensures significantly closer tolerances and longer operational life.

Unlike most competitive sirens, the Sentry Model 14V-B is covered by a **complete 5-year parts and labor warranty**. Sentry is able to offer such a long warranty because they use superior components in the construction of each siren. For example, each Sentry siren uses a continuous-duty, series-wound motor rather than a permanent-magnet motor. The benefit of a series-wound motor is two-fold: as the load on the motor increases, the magnetic field from the coils in the motor increases at the same time, allowing more torque to be generated; and the series-wound motor tends to be more energy efficient and lasts significantly longer than a permanent-magnet motor. **ALL SENTRY SIRENS ARE PROUDLY MANUFACTURED IN THE UNITED STATES OF AMERICA.**

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

Maps

The first of the enclosed maps shows the approximate coverage from the City's 3 existing Sentry Model 16V1T-B Storm Warning Siren.

The second of the enclosed maps shows the approximate coverage the City of Sallisaw would receive from the 3 existing sirens as well as 2 new Sentry Model 14V-B Storm Warning Sirens at or near the following locations:

- On South Cedar Street
- Replacing the existing siren located approximately 450' west of the intersection of East Delaware Avenue & Steve Davis

The third of the enclosed shows a close up of the coverage of a new Sentry Model 14V-B Storm Warning Siren on South Cedar Street.

The fourth of the enclosed maps shows the approximate coverage from the City's 3 existing Sentry Model 16V1T-B Storm Warning Sirens as well as the approximate coverage from the 3 proposed Sentry Model 14V-B Storm Warning Sirens at or near the following locations:

- At or near the intersection of US Highway 64 & Buffington Road
- Replacing the existing siren located approximately 450' west of the intersection of East Delaware Avenue & Steve Davis
- On South Cedar Street

Under this pattern of coverage, South 4630 Road would not be directly covered; however, given that winds tend to push coverage to the east and that three sirens would border this area and reinforce each other, it is likely that the sirens could be heard in this area.

This is not to say that the sirens shown could not be heard beyond the distances indicated, just that outside of this range the sound level would be expected to fall below the FEMA recommended minimum for outdoor warning.

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

Installation of 2 New Sirens w/ Two-Way Fiber Optic Control

Proposal Features:

- Removal of Existing Equipment
- Installation of 2 New Sirens Equipped with Battery Back-Up at Existing Location
- Two-Way Control through Fiber Optics

Qty. 1	Removal of Existing Siren & Pole at the Sports Complex	\$2,400.00
Qty. 2	Sentry Model 14V-B Stationary Warning Siren	\$41,500.00
	Omni-Directional	
	14 HP Continuous Duty DC Motor	
	dB Rating at 100 Feet: 127	
	Range: 5000 Ft Radius/10000 Ft Diameter	
	Optima 34U Redtop Batteries	\$3,200.00
	Battery Box W/ Dual Pro Chargers	
	Magnetic Starter in a NEMA 3R Enclosure	
	Pole Mounting Hardware	\$2,300.00
	Shipping	\$2,500.00
Qty. 2	CD&F Model SD2300 Two-Way Decoder	\$3,500.00
	Weatherproof, Lockable Cabinet	
	Antenna	\$300.00
	Programming	
	Material	\$1,160.00
	Additional Labor for Fiber Optics	\$650.00
Qty. 2	Installation	
	45' Class II Wooden Telephone Pole	\$1,900.00
	Material	\$3,200.00
	Labor	\$8,500.00
	Total Price, Complete & Installed (Turn-Key)	\$71,110.00

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

Installation of Additional Siren at Same Time as Another Siren Installation

Proposal Features:

- Installation of 1 New Siren Equipped with Battery Back-Up at New Location
- Two-Way Control through Fiber Optics

Qty. 1	Sentry Model 14V-B Stationary Warning Siren	\$20,750.00
	Omni-Directional	
	14 HP Continuous Duty DC Motor	
	dB Rating at 100 Feet: 127	
	Range: 5000 Ft Radius/10000 Ft Diameter	
	Optima 34U Redtop Batteries	\$1,600.00
	Battery Box W/ Dual Pro Chargers	
	Magnetic Starter in a NEMA 3R Enclosure	
	Pole Mounting Hardware	\$1,650.00
	Shipping	\$600.00
Qty. 1	CD&F Model SD2300 Two-Way Decoder	\$1,750.00
	Weatherproof, Lockable Cabinet	
	Antenna	\$150.00
	Programming	
	Material	\$580.00
	Additional Labor for Fiber Optics	\$325.00
Qty. 1	Installation	
	45' Class II Wooden Telephone Pole	\$950.00
	Material	\$1,600.00
	Labor	\$2,650.00
	Total Price, Complete & Installed (Turn-Key)	\$32,605.00

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

Installation of Additional Siren Separate from Main Siren Installation

Proposal Features:

- Installation of 1 New Siren Equipped with Battery Back-Up at New Location
- Two-Way Control through Fiber Optics

Qty. 1	Sentry Model 14V-B Stationary Warning Siren	\$20,750.00
	Omni-Directional	
	14 HP Continuous Duty DC Motor	
	dB Rating at 100 Feet: 127	
	Range: 5000 Ft Radius/10000 Ft Diameter	
	Optima 34U Redtop Batteries	\$1,600.00
	Battery Box W/ Dual Pro Chargers	
	Magnetic Starter in a NEMA 3R Enclosure	
	Pole Mounting Hardware	\$1,650.00
	Shipping	\$1,300.00
Qty. 1	CD&F Model SD2300 Two-Way Decoder	\$1,750.00
	Weatherproof, Lockable Cabinet	
	Antenna	\$150.00
	Programming	
	Material	\$580.00
	Additional Labor for Fiber Optics	\$325.00
Qty. 1	Installation	
	45' Class II Wooden Telephone Pole	\$950.00
	Material	\$1,600.00
	Labor	\$4,800.00
	Total Price, Complete & Installed (Turn-Key)	\$35,455.00

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

Additional Cost to Convert 3 Existing Sirens to Two-Way Telephone Control through Fiber Optic Line (if done at the same time as the installation)

Qty. 3	Convert Existing Decoder to Fiber Optic Activation	
	Material	\$6,225.00
	Labor	\$925.00
	Total Price, Complete & Installed (Turn-Key)	\$7,150.00

Installation

The above proposals includes 45' class II wooden telephone poles on which the sirens would be mounted as well as all labor and materials associated with the complete installation. The only items that the City of Sallisaw would be responsible for providing would be the siren sites, appropriate electrical service to the siren poles and any information needed to program the decoder.

The first price includes removal of the existing siren and pole at the sports complex on East Delaware Avenue.

Activation

The first proposal includes installation of the news sirens with two-way fiber optic activation. The second and third proposals also include installation of a third siren with two-way fiber optic activation. As I believe you discussed with Dan Chaney, this would allow the future installation of a CD&F Report Back System which would be able to monitor the sirens and report back sound failure, power failure, intrusion, etc. In general, it is more costly to convert existing sirens to two-way capability than it is to install new sirens with it.

Availability

From the date of order, the proposed siren systems can be operational in 8 weeks. **No money is due until after all work has been completed.**

Warranties

As stated, the Sentry Model 14V-B is covered by a 5-year warranty. The installation, including the pole, is covered by a 5-year warranty. The batteries used in the Sentry Model 14V-B are

Storm Sirens, Inc.

3801 Harrogate Drive

Norman, Ok 73072

1-800-527-6375

stormsirens@aol.com

covered by a 2-year warranty. The CD&F Model SD2100 Radio Decoder is covered by a 2-year warranty. The only exceptions to the warranties are vandalism and acts-of-God which should be covered under the City's general insurance.

If you have any questions, please contact us by phone at 1 (800) 527-6375 or by e-mail at stormsirens@aol.com.

Sincerely,

Cynthia E. Engelbrecht

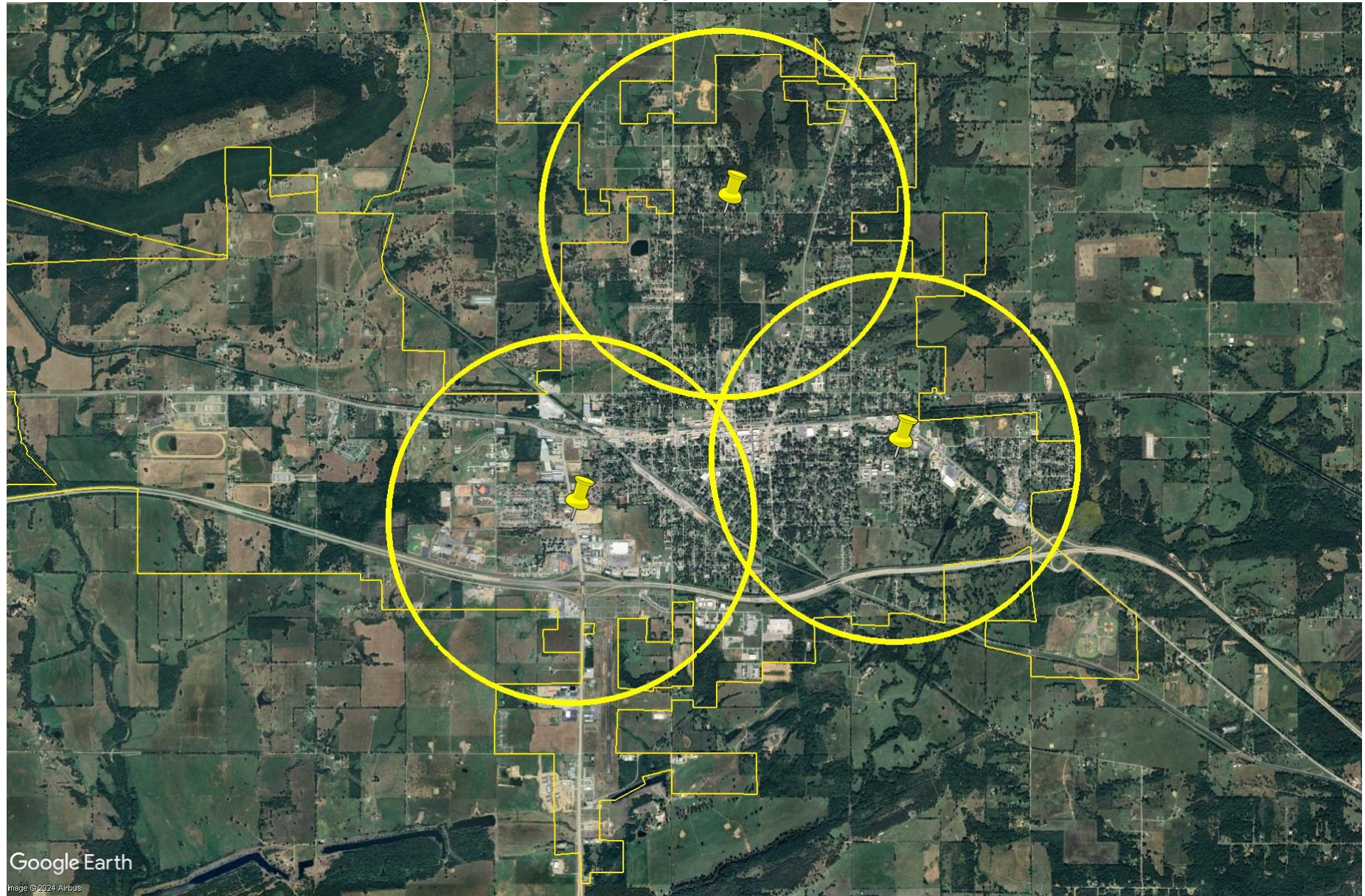
Cynthia E. Engelbrecht

Vice-President & COO

CEE:st

Outdoor Warning Coverage Study for the City of Sallisaw, Oklahoma

Approximate Coverage from the Existing Sirens



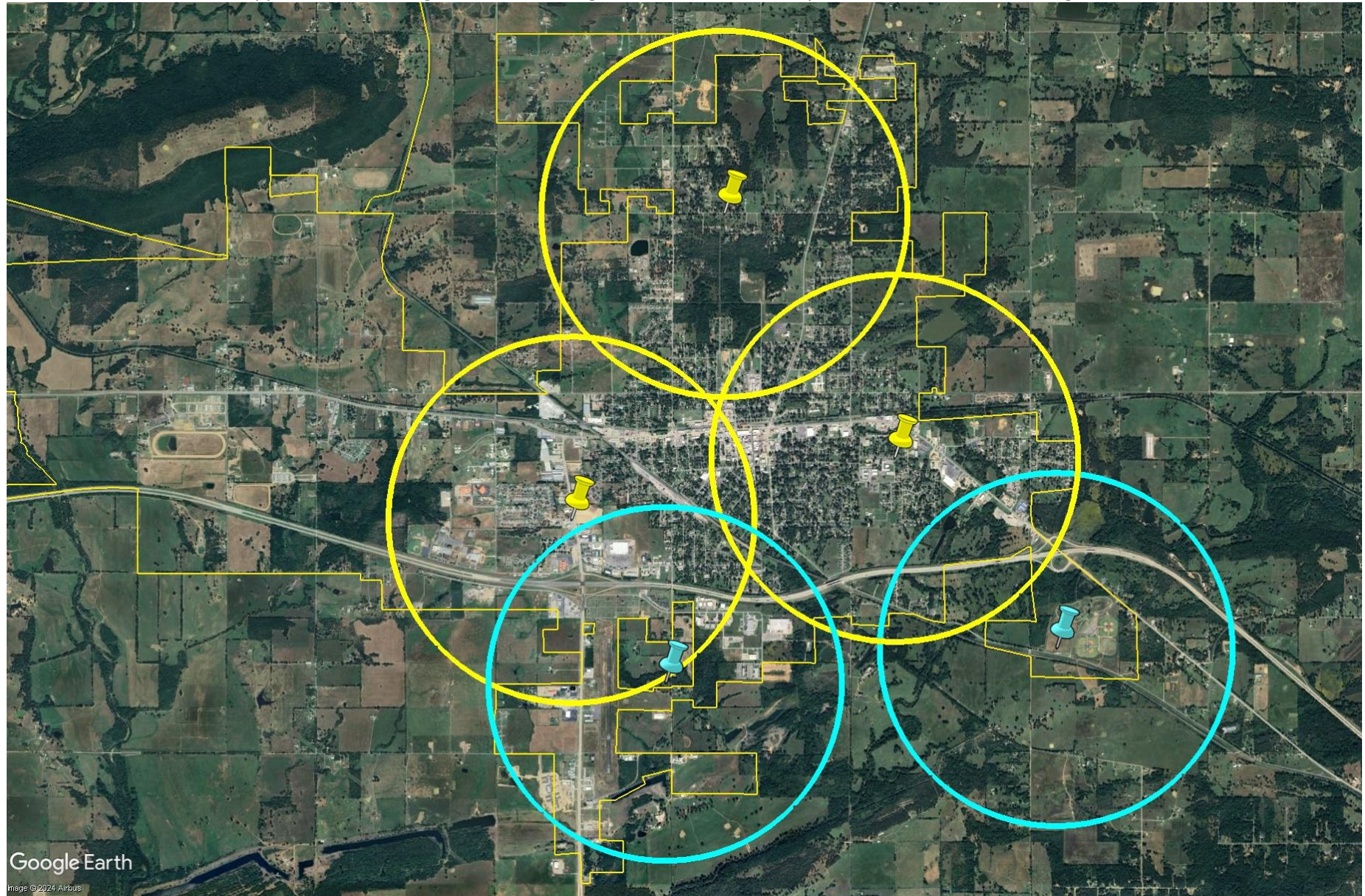
- Siren coverages are approximate and assume perfect conditions.
- Actual coverages may vary based on local terrain, conditions, foliage, structures and other unknown conditions.
- Sentry Siren makes no guarantee that coverage shown will mimic actual, real-world, coverage.
- Coverage area is based on computer generated data and FEMA Guidelines covering atmospheric attenuation.
- Data subject to license and use / reproduction is restricted.

STORM SIRENS, INC.
SERVING THE PUBLIC SAFETY FIELD

1-800-527-6375
www.stormsirens.com

Outdoor Warning Coverage Study for the City of Sallisaw, Oklahoma

Approximate Coverage from the Existing Sirens and 2 New Sentry Model 14V-B Storm Warning Sirens



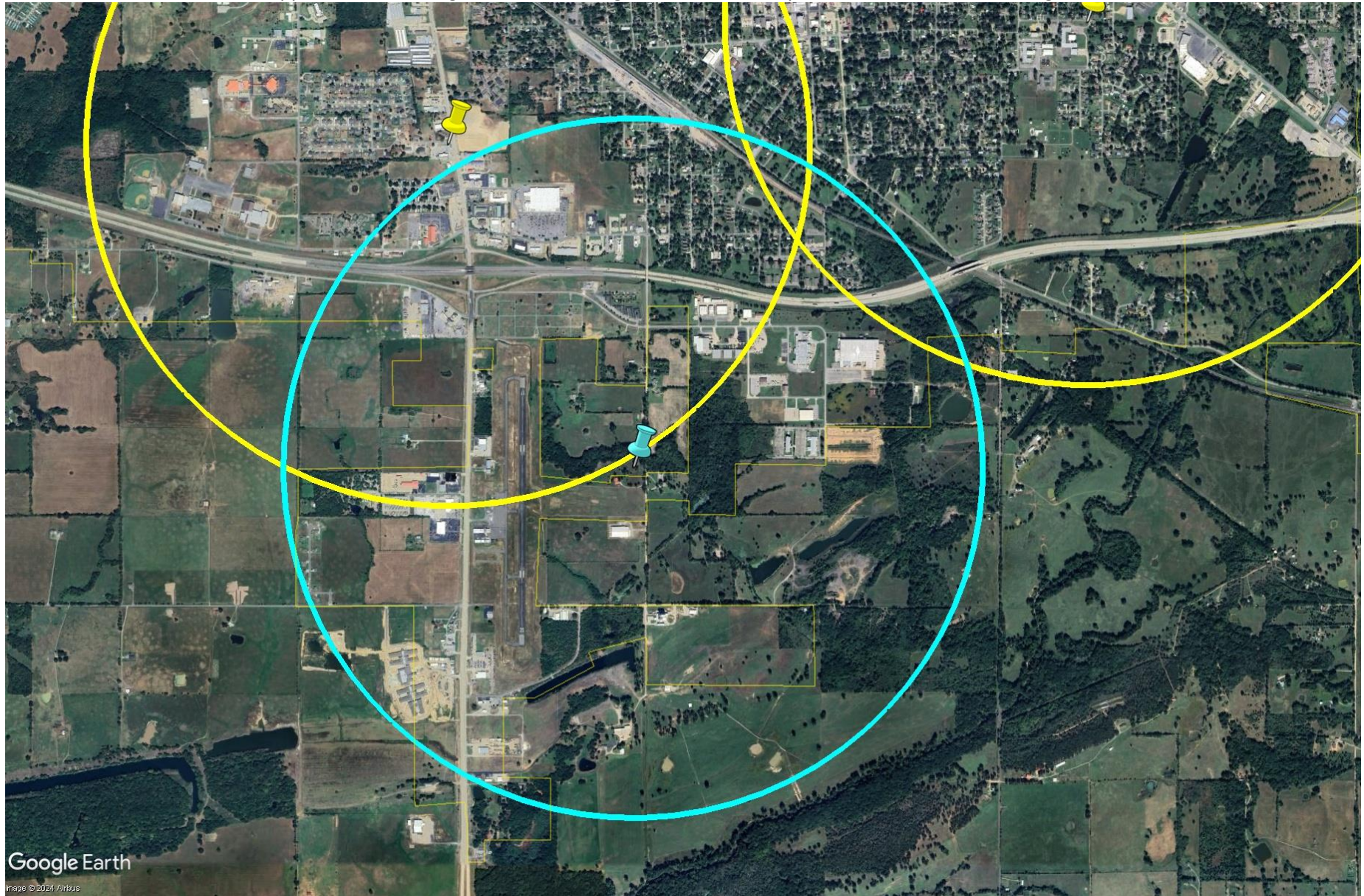
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Outdoor Warning Coverage Study for the City of Sallisaw, Oklahoma

Approximate Coverage from the Existing Sirens and 1 Sentry Model 14V-B Storm Warning Siren



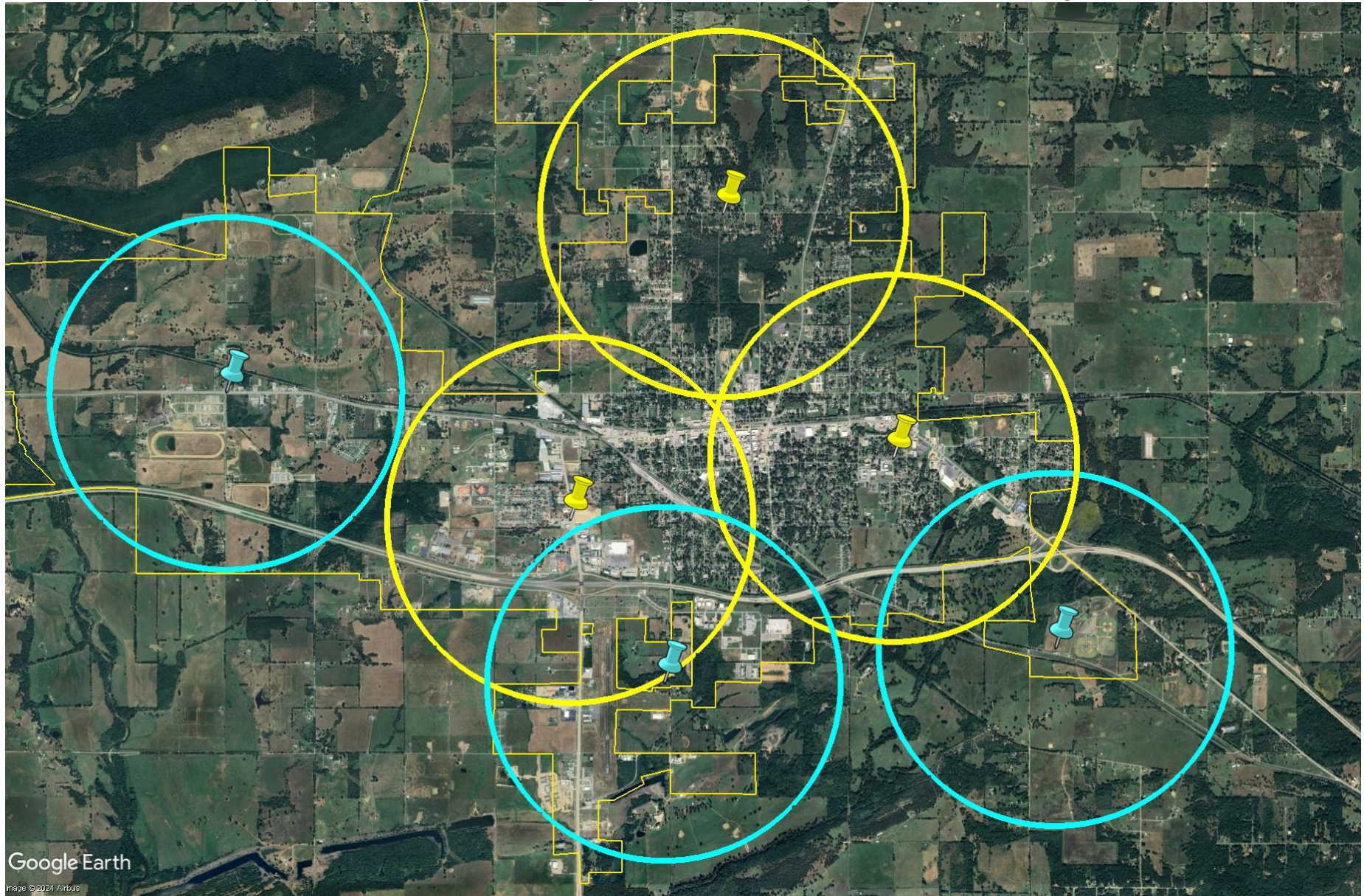
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Outdoor Warning Coverage Study for the City of Sallisaw, Oklahoma

Approximate Coverage from the Existing Sirens and 3 New Sentry Model 14V-B Storm Warning Sirens



- Siren coverages are approximate and assume perfect conditions.
- Actual coverages may vary based on local terrain, conditions, foliage, structures and other unknown conditions.
- Sentry Siren makes no guarantee that coverage shown will mimic actual, real-world, coverage.
- Coverage area is based on computer generated data and FEMA Guidelines covering atmospheric attenuation.
- Data subject to license and use / reproduction is restricted.

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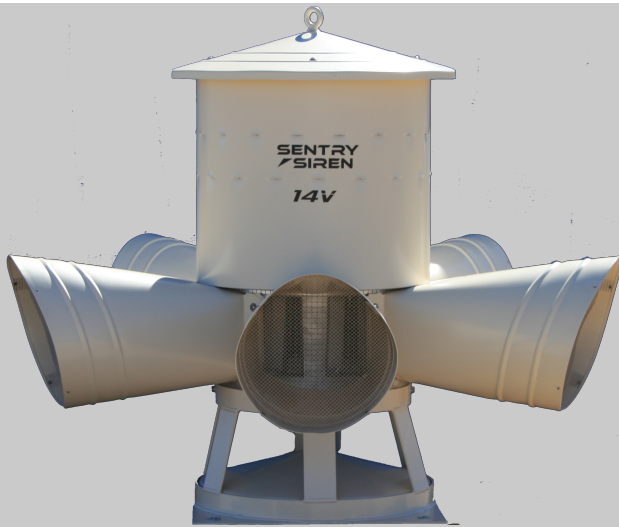


Proudly manufactured in the U.S.A.

Premium Outdoor Warning Systems

Since 1905, Sentry Siren, Inc. has proudly set the standard for hand-made warning sirens in the United States and around the world. Call us today and let our team go to work on your siren system!

www.SentrySiren.com



"We are so pleased with our selection of Sentry Siren, Inc. as our warning siren system supplier. The performance of our Sentry sirens is impressive; they are very reliable and very loud. And the customer service they provide is second to none. We would highly recommend Sentry to anyone looking to invest in their community with a warning siren system."

***-Roger Swint
Fire Chief
City of Morrow Fire Dept.
Morrow, GA***

Model 14V / 14V-B:

Following its introduction in 2016, the 14V-B quickly became Sentry's best-selling AC/DC battery backup system. Perfect for large municipalities and noisy industrial environments, the 14V produces a thundering 127dB(C) with full UPS reliability, even if AC power fails during an emergency. For applications not requiring battery backup, the 14V AC provides amazing power for a fraction of the price.

Key features:

- Rated at 127dB(C) at 100ft.*
- 5,400ft. estimated coverage radius / effective range*
- 14V AC requires 3PH, 208-240VAC, 60 amppower; 14V-B requires 1PH, 208-240VAC, 125 amp power
- 14V-B also available in a DC / battery primary configuration
- Minimum 30 minutes run time from batteries
- Omni-directional (non-rotating) warning siren
- True 360 degree full dB sound output
- 100% maintenance free
- Electro-mechanically generated sound
- 5 year factory warranty
- Powder coated steel construction. Stainless steel available on request.
- Easily replaces aging existing sirens

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Drake/Lenington Water System Improvements

ITEM TITLE: Discussion and possible action on items related to the Drake/Lenington Water System Improvements

INITIATOR:

STAFF INFORMATION SOURCE: Neel Harvell and Associates

BACKGROUND: On August 30, 2024, staff along with Scott Neel, Engineer, opened bids for the Drake/Lenington Water System Improvements project. A total of seven (7) bids were received.

- TIMCO -Services of Bristow, OK - \$1,699,880.00
- Royal Bridge Construction, LLC of Ft Smith, AR - \$1,428,480.00
- Patriot Utilities of Ozark, AR - \$845,927.50
- Rocking L Dozer & Land Management LLC of Caney, OK - \$1,060,550.00
- Lonehickory Cattle LLC of Talihina, OK - \$1,216,390.00
- B&H Construction of Norman, OK - \$1,194,290.00
- RW&Son of Ft Smith, AR - \$1,158,020.00

After reviewing the bids received, our engineer and staff recommend awarding the contract to Patriot Utilities, the apparent low bidder, in the amount of \$845,927.50.

EXHIBITS: 1. BidTabSum
2. Letter of Recommendation

KEY ISSUES: Engineers' cost estimate was \$1,278,492.70.

ARPA Grant Funds - \$626,461.00
City Match - \$652,032.00

FUNDING SOURCE: #112-703-53301 OWRB ARPA Grant Funds

RECOMMENDATION: a. Accept bids received.

b. Award contract to Patriot Utilities in the amount of \$845,927.50 and authorize Engineer to execute necessary documents upon approval of such by the City Attorney.

Bid Opening: August 30, 2024 @ 10:00 am

Place: Sallisaw City Hall

Job No 23-6846

Bid Tab Summary

City of Sallisaw

Sequoyah County, Oklahoma

Water System Improvements

Drake / Lenington Water Loop

Item	Quantity	Description	Engineer's Estimate		Patriot Utilities		Lonehickory Cattle LLC		RW & Sons Pipeline Const Inc	
1	LS	Mobilization, Bonds & Insurance	\$	\$ 43,000.00	\$	\$ 40,000.00	\$	\$ 100,000.00	\$	\$ 80,000.00
2	LS	Traffic Control & Safety	\$	\$ 8,000.00	\$	\$ 5,000.00	\$	\$ 10,000.00	\$	\$ 11,500.00
3	10,460 LF	12" PVC Class 200 Waterline	\$ 80.00	\$ 836,800.00	\$ 45.00	\$ 470,000.00	\$ 64.00	\$ 669,440.00	\$ 70.00	\$ 732,200.00
4	60 LF	12" DIP Waterline (Class 350)	\$ 120.00	\$ 7,200.00	\$ 91.65	\$ 5,499.00	\$ 150.00	\$ 9,000.00	\$ 162.00	\$ 9,720.00
5	8 EA	12" Gate Valve	\$ 4500.00	\$ 36,000.00	\$ 4,500.00	\$ 36,000.00	\$ 10,000.00	\$ 80,000.00	\$ 4,675.00	\$ 37,400.00
6	19 EA	6" Fire Hydrant Assembly w/ 6" GV & all Accessories	\$ 7,000.00	\$ 133,000.00	\$ 6,555.00	\$ 124,545.00	\$ 7,750.00	\$ 147,250.00	\$ 6,975.00	\$ 132,525.00
7	1 EA	2" Flush Hydrant w/ 2" GV	\$ 4,500.00	\$ 4,500.00	\$ 2,370.00	\$ 2,370.00	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00
8	350 LF	1" Service Line-Tuff Tube & Fittgs	\$ 30.00	\$ 10,500.00	\$ 11.83	\$ 4,140.50	\$ 15.00	\$ 5,250.00	\$ 14.00	\$ 4,900.00
9	8 CY	Concrete Encasement	\$ 200.00	\$ 1,600.00	\$ 340.00	\$ 2,720.00	\$ 300.00	\$ 2,400.00	\$ 250.00	\$ 2,000.00
10	3,900 LBS	MJ Fittings w/ Mega Lugs	\$ 15.00	\$ 58,500.00	\$ 9.50	\$ 37,050.00	\$ 10.00	\$ 39,000.00	\$ 9.00	\$ 35,100.00
11	3 EA	1" Water Meter in Meter Box	\$ 3,000.00	\$ 9,000.00	\$ 1,479.00	\$ 4,437.00	\$ 2,500.00	\$ 7,500.00	\$ 1,000.00	\$ 3,000.00
12	1 EA	1" Air Release Valve w/ 1" GV Complete	\$ 2,500.00	\$ 2,500.00	\$ 1,975.00	\$ 1,975.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00
13	4 EA	Tie to Existing Waterline	\$ 2,200.00	\$ 8,800.00	\$ 645.00	\$ 2,580.00	\$ 4,000.00	\$ 16,000.00	\$ 1,000.00	\$ 4,000.00
14	47 CY	Cut & Replace Gravel Surfaces	\$ 100.00	\$ 4,700.00	\$ 29.00	\$ 1,363.00	\$ 150.00	\$ 7,050.00	\$ 325.00	\$ 15,275.00
15	35 EA	Tie over of Existing Services - 12"x1" Tapping Saddle w/ Corp Stop	\$ 1,200.00	\$ 42,000.00	\$ 410.00	\$ 14,350.00	\$ 1,100.00	\$ 38,500.00	\$ 820.00	\$ 28,700.00
16	2 EA	12"x 2" Tapping Saddle w/2" GV & Accessories	\$ 3,500.00	\$ 7,000.00	\$ 1,999.00	\$ 3,998.00	\$ 3,000.00	\$ 6,000.00	\$ 2,250.00	\$ 4,500.00
17	110 LF	18" Road Bore Encased in Steel Pipe w/ Casing Spacers @ 10' O.C.	\$ 250.00	\$ 27,500.00	\$ 120.00	\$ 13,200.00	\$ 250.00	\$ 27,500.00	\$ 360.00	\$ 39,600.00
18	4 EA	Bore Pit	\$ 70.00	\$ 5,200.00	\$ 1250.00	\$ 5,000.00	\$ 2,500.00	\$ 10,000.00	\$ 500.00	\$ 2,000.00
19	LS	Site Restoration/ Seed & Mulch		\$ 25,000.00		\$ 27,500.00		\$ 10,000.00		\$ 2,500.00
20	LS	Exploratory Digging		\$ 10,000.00		\$ 8,500.00		\$ 10,000.00		\$ 1,000.00
21	LS	Testing		\$ 3,500.00		\$ 22,000.00		\$ 5,000.00		\$ 2,500.00

Item	Quantity	Description	Engineer's Estimate		Patriot Utilities		Lonehickory Cattle LLC		RW & Sons Pipeline Const Inc	
22	LS	Project Sign		\$ 2,500.00		\$ 400.00		\$ 1,500.00		\$ 500.00
23	4 EA	12" Joint Restraints / Road Bore		\$ -0-	\$ 400.00	\$ 1,600.00	\$ 1,000.00	\$ 4,000.00		\$ 3,200.00
24	0.25 AC	Clear & Grubbing		\$ - 0 -	\$44,000.00	\$ 11,000.00	\$ 20,000.00	\$ 5,000.00		\$ 1,500.00
	Total Basic Contract Price (Schedule I)			\$ 1,286,800.00		\$ 845,927.50		\$ 1,216,390.00		\$ 1,158,020.00

Bid Opening: August 30, 2024 @ 10:00 am
Place: Sallisaw City Hall
Job No 23-6846

Bid Tab Summary
City of Sallisaw
Sequoyah County, Oklahoma
Water System Improvements
Drake / Lenington Water Loop

Item	Quantity	Description	B & H construction LLC		Timco Blasting Coating, Inc		Rocking L Dozer & Land Management LLC		Royal Ridge Construction LLC	
1	LS	Mobilization, Bonds & Insurance	\$	\$ 45,000.00	\$	\$ 50,000.00	\$	\$ 50,000.00	\$	\$ 105,500.00
2	LS	Traffic Control & Safety	\$	\$ 5,000.00	\$	\$ 8,000.00	\$	\$ 5,000.00	\$	\$ 12,400.00
3	10,460 LF	12" PVC (Class 200) Waterline	\$ 71.50	\$ 747,890.00	\$ 98.00	\$ 1,025,080.00	\$ 55.00	\$ 575,300.00	\$ 79.00	\$ 826,340.00
4	60 LF	12" DIP Waterline (Class 350)	\$ 200.00	\$ 12,000.00	\$ 265.00	\$ 15,900.00	\$ 125.00	\$ 7500.00	\$ 140.00	\$ 8,400.00
5	8 EA	12" Gate Valve	\$ 6,500.00	\$ 52,000.00	\$ 6,300.00	\$ 50,400.00	\$ 5,000.00	\$ 40,000.00	\$ 6,100.00	\$ 48,800.00
6	19 EA	6" Fire Hydrant Assembly w/ 6" GV & all Accessories	\$ 6,800.00	\$ 129,200.00	\$ 9,000.00	\$ 171,000.00	\$ 7,500.00	\$ 142,500.00	\$ 9,400.00	\$ 178,600.00
7	1 EA	2" Flush Hydrant w/ 2" GV	\$ 4,000.00	\$ 4,000.00	\$ 4,900.00	\$ 4,900.00	\$ 2,500.00	\$ 2,500.00	\$ 3,750.00	\$ 3,750.00
8	350 LF	1" Service Line-Tuff Tube & Fittgs	\$ 15.00	\$ 5,250.00	\$ 25.00	\$ 8,750.00	\$ 5.00	\$ 1,750.00	\$ 330.00	\$ 11,550.00
9	8 CY	Concrete Encasement	\$ 500.00	\$ 4,000.00	\$ 125.00	\$ 1,000.00	\$ 300.00	\$ 2,400.00	\$ 560.00	\$ 4,480.00
10	3,900 LBS	MJ Fittings w/ Mega Lugs	\$ 15.00	\$ 58,500.00	\$ 20.00	\$ 78,000.00	\$ 8.00	\$ 31,200.00	\$ 14.50	\$ 56,550.00
11	3 EA	1" Water Meter in Meter Box	\$ 2,000.00	\$ 6,000.00	\$ 3,700.00	\$ 11,100.00	\$ 2,500.00	\$ 7,500.00	\$ 1,150.00	\$ 3,450.00
12	1 EA	1" Air Release Valve w/ 1" GV Complete	\$ 3,000.00	\$ 3,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,500.00	\$ 2,500.00	\$ 3,400.00	\$ 3,400.00
13	4 EA	Tie to Existing Waterline	\$ 4,000.00	\$ 16,000.00	\$ 9,200.00	\$ 36,800.00	\$ 5,000.00	\$ 20,000.00	\$ 2,100.00	\$ 8,400.00
14	47 CY	Cut & Replace Gravel Surfaces	\$ 50.00	\$ 2,350.00	\$ 40.00	\$ 1,880.00	\$ 200.00	\$ 9,400.00	\$ 255.00	\$ 11,985.00

Item	Quantity	Description	B & H construction LLC		Timco Blasting Coating, Inc		Rocking L Dozer & Land Management LLC		Royal Ridge Construction LLC	
15	35 EA	Tie over of Existing Services - 12"x1" Tapping Saddle w/ Corp Stop	\$ 1,000.00	\$ 35,000.00	\$ 850.00	\$ 29,750.00	\$ 1,500.00	\$ 52,500.00	\$ 660.00	\$ 23,100.00
16	2 EA	12"x 2" Tapping Saddle w/2" GV & Accessories	\$ 2,000.00	\$ 4,000.00	\$ 5,800.00	\$ 11,600.00	\$ 2,500.00	\$ 5,000.00	\$ 1500.00	\$ 3,000.00
17	110 LF	18" Road Bore Encased in Steel Pipe w/ Casing Spacers @ 10' O.C.	\$ 210.00	\$ 23,100.00	\$ 1,032.00	\$ 113,520.00	\$ 300.00	\$ 33,000.00	\$ 395.00	\$ 43,450.00
18	4EA	Bore Pit	\$ 1,000.00	\$ 4,000.00	\$ 3,500.00	\$ 14,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,875.00	\$ 11,500.00
19	LS	Site Restoration/ Seed & Mulch		\$ 10,000.00		\$ 14,500.00		\$ 25,000.00		\$ 20,100.00
20	LS	Exploratory Digging		\$ 2,000.00		\$ 13,500.00		\$ 10,000.00		\$ 6,000.00
21	LS	Testing		\$ 15,000.00		\$ 14,500.00		\$ 10,000.00		\$ 3,600.00
22	LS	Project Sign		\$ 2,000.00		\$ 1,000.00		\$ 1,000.00		\$ 2,350.00
23	4 EA	12" Joint Restraints / Road Bore	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00
24	0.25AC	Clear & Grubbing	\$ 20,000.00	\$ 5,000.00	\$ 60,000.00	\$ 15,000.00	\$ 10,000.00	\$ 2,500.00	\$ 111,100.00	\$ 27,775.00
	Total Basic Contract Price (Schedule I)		\$ 1,194,290.00		\$ 1,699,880.00		\$ 1,060,550.00		\$ 1,428,480.00	

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak

SALLISAW, OKLAHOMA 74955

(918)775-7731

harveng@diamondnet.us

September 4, 2024

Robin Haggard, Interim City Manager
City of Sallisaw
P.O. Box 525
Sallisaw, Oklahoma 74955

RE: City of Sallisaw
Water System Improvements
Drake / Lennington Water Loop
OWRB - APRA 23-0160-G
Job No. 23-6835

Dear Mrs. Haggard,

The bid proposals which were opened on August 30, 2024 have been reviewed for consideration for this project. The apparent low bidder for this project is as follows:

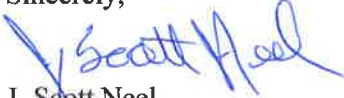
	<u>Bid Amount</u>
Patriot Utilities	\$ 845,927.50
Ozark, Arkansas	

The Proposal, Bid Bond, and Affidavits were found to be in order for Water System Improvements. We requested that the contractor provide a list of the last ten (10) waterline projects that their company has completed. The list needed to include references, contact person, phone numbers and cost. Our firm contacted each company / engineer and confirmed their construction performance.

The Statutory Bond, Performance Bond and Proof of Insurance will be completed after the contract is awarded. At this time we would recommend that the apparent low bidder, **Patriot Utilities** be selected for this project, based on the acceptance of the appropriate bonds.

If you have any question concerning this letter, please feel free to contact me at the number above.

Sincerely,



J. Scott Neel,
Project Manager

JSN/ap

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Reinvestments

ITEM TITLE: Discussion and possible action on staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 182 Days at 5.54% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends reinvestment of the Sallisaw Reserve Certificate of Deposit with Local Bank, the high bidder, for 182 days at 5.54% interest.

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest the Sallisaw Reserve CD with Local Bank for 182 days at 5.54% interest.

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Reinvestments

ITEM TITLE: Discussion and possible action on staff's request to reinvest the Cemetery Fund Certificate of Deposit with Local Bank for 308 Days at 5.52% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends reinvestment of the Cemetery Fund Certificate of Deposit with Local Bank, the high bidder, for 308 days at 5.52% interest.

EXHIBITS: 1. BOCC

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest the Sallisaw Reserve CD with Local Bank for 308 days at 5.52% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

SEPTEMBER 9, 2024

	<u>Fund</u>	<u>Amount</u>				
	Sallisaw Reserve	\$ 1,176,104.59				
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>		
182	<u>4.05%</u>	<u>4.55%</u>	<u>5.01%</u>	<u>5.54%</u>		
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>		
308	<u>4.15%</u>	<u>4.25%</u>	<u>4.80%</u>	<u>5.52%</u>		

	<u>Fund</u>	<u>Amount</u>				
	Cemetery Fund	\$ 224,427.32				
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>		
182	<u>4.05%</u>	<u>4.55%</u>	<u>5.01%</u>	<u>5.54%</u>		
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>		
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115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Armstrong Bank

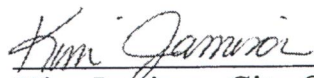
August 16, 2024

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on **September 11, 2024**:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Reserve Fund	\$1,176,104.59	182	March 12, 2025	5.01
	(Approximate)	308	July 16, 2025	4.80
Cemetery Fund	\$ 224,427.32	182	March 12, 2025	5.01
	(Approximate)	308	July 16, 2025	4.80

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, August 28, 2024**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., September 9, 2024.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.


Kim Jamison, City Clerk

Submitted by:

Armstrong Bank

Date: August 27, 2024

By: Megan McHale



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Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Firststar Bank

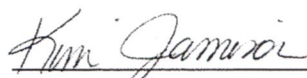
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<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
<i>Reserve Fund</i>	<i>\$1,176,104.59</i>	<i>182</i>	<i>March 12, 2025</i>	<i><u>4.05%</u></i>
	(Approximate)	<i>308</i>	<i>July 16, 2025</i>	<i><u>4.15%</u></i>
<i>Cemetery Fund</i>	<i>\$ 224,427.32</i>	<i>182</i>	<i>March 12, 2025</i>	<i><u>4.05%</u></i>
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Kim Jamison, City Clerk

Submitted by:

Firststar Bank

Date: 8-20-24

By: Er. K. M. SUP



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Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: National Bank

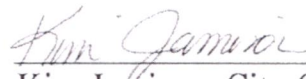
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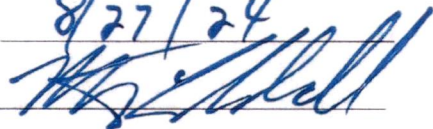

Kim Jamison, City Clerk

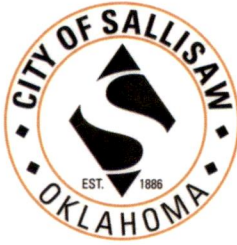
Submitted by:

National Bank

Date:

By:

8/27/24




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Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

TO: Local Bank

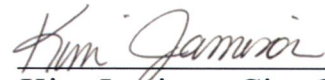
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<i>Reserve Fund</i>	<i>\$1,176,104.59</i> (Approximate)	<i>182</i> <i>308</i>	<i>March 12, 2025</i> <i>July 16, 2025</i>	<i>5.54%</i> <i>5.52%</i>
<i>Cemetery Fund</i>	<i>\$ 224,427.32</i> (Approximate)	<i>182</i> <i>308</i>	<i>March 12, 2025</i> <i>July 16, 2025</i>	<i>5.54%</i> <i>5.52%</i>

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Kim Jamison, City Clerk

Submitted by:

Local Bank

Date: 08/21/24

By: THEYE GARDNER

AGENDA ITEM COMMENTARY

Meeting Date: September 9, 2024
Board: Board of City Commissioners
Subject: Live Stream

ITEM TITLE: Discussion and possible action concerning live-streaming the Council Meetings via the City's YouTube Channel beginning at the October 14, 2024, meeting

INITIATOR:

STAFF INFORMATION SOURCE: IT Director

BACKGROUND: Diamondnet has tested the capability of the live stream option and feels that it is ready to go. As a reminder, the microphones must be utilized when speaking to ensure a good, clean audio on the stream. The meetings will be live-streamed on the City YouTube Channel, then a link will be placed on our Facebook page and website.

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Authorization to begin live-streaming.

ADMINISTRATIVE REPORTS

Meeting Date:	September 9, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- **October 14th - Regular Meeting**
- **November 12th - Regular Meeting (Meeting on Tuesday due to the Veteran's holiday on Monday).**

City Manager Reports

- **AMI Water Meters received our first 2 shipments.**
- **Received a response on the AJD from Corp of Engineers for the Landfill Expansion and still in discussions with Jodie on the next steps to move forward.**
- **Water line completed on S Kerr for new development.**
- **Financial Auditors set to begin audit for FY24.**
- **PDG has layout and conceptual grading completed for soccer fields and have engaged a civil engineer for the parking lot design and any drainage items.**
- **Landfill Cell 8A- Clay liner has a 4 lift requirement, and currently they are working to complete the 2nd lift. The project was delayed approx 45 days for the removal of electric poles. Expected completion time to be November.**

Other