

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

March 10, 2025

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. Pledge of Allegiance**
- 4. Installation of Kenny Moody, Commissioner Ward 1, and Julian Mendiola, Commissioner Ward 3**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Possible action on consent agenda**
 - (a) Possible action on minutes of regular meeting of February 10, 2025
 - (b) Possible action on invoice paid report for February 2025
 - (c) Acknowledge Mayor's Reappointment of Lavonne Shoemaker to the Sallisaw Library Board for a Three-Year Term, Expiring April 2028
- 7. Discussion and possible action on any item removed from the consent agenda**

- 8. Discussion and possible action on Ordinance 2025-05; An Ordinance Amending Chapter 66, Article III, Section 66-71, to the Sallisaw Code of Ordinances, Repealing Section 66-71 and Adopting and Enacting the Following New Section 66-71 to the Sallisaw Code of Ordinances; and declaring an emergency**
- 9. Discussion and possible action on Supplemental Watershed Agreement No. 11 for the Sallisaw Creek Watershed, updating construction cost estimates for the rehabilitation of Sallisaw Creek Site 33**
- 10. Discussion and possible action on appointing Brian Heverly as the City of Sallisaw's Authorized Agent with the Oklahoma Municipal Retirement Fund (OkMRF)**
- 11. Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2025 audit services and landfill calculations**
- 12. Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw**
- 13. Discussion and possible action on previously approved Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, which was \$600.00 over the approved amount for purchase of a skid steer for the Parks Department**
- 14. Discussion and possible action on Purchase Order No. 104626, issued to Techline, Inc. of Cleveland, Oklahoma, in the amount of \$27,063.59 for Electric system stock materials**
- 15. Discussion and possible action on Purchase Order No. 104628, issued to Dunn Ford of Stigler, Oklahoma, in the amount of \$49,610.00 for the purchase of one (1) 2023 Ford Single Cab and Chassis only, 4x4, 7.3L V8 for the Tree Trimming Department**
- 16. Discussion and possible action on extending the stay of condemnation of the below Case Numbers in order to allow for the sale of properties and appropriate action taken by new owners**
 - (a) Possible action to extend stay until next regularly scheduled meeting (April**

14) on Case #02-25-2C, Condemnation of Dilapidated Structure for 2412 East Cherokee Avenue (Old Ed's Truck Stop)

- (b) Possible action to extend stay until the next regularly scheduled meeting (April 14) on Case #02-25-3C; Condemnation of Dilapidated Structure for 2550 East Cherokee Avenue (Old Golf Course)

17. Discussion and possible action on Engineering Contract between the City of Sallisaw and Neel, Harvell and Associates, P.C., in the amount of \$11,100.00, for engineering services related to Sanitary Sewer System Improvements - Elm St/Locust Sewer Line Replacement

18. Discussion and possible action to award a contract to Larry Williams of Greenwood, Arkansas, in the amount of \$84,377.00 for Sanitary Sewer System Improvements - Elm St/Locust St Sewer Line Replacement

19. Discussion and possible action on items related to the Dog Park Project

- (a) Discussion and possible action on Purchase Order No. 104669, issued to Happy Playgrounds, LLC of Tulsa, Oklahoma in the amount of \$35,383.00 for dog park equipment and installation
- (b) Discussion and possible action on Purchase Order No. 104671, issued to Modern Fencing of Ft Smith, Arkansas, in the amount of \$13,298.22 for fencing

20. Discussion and possible action on Purchase Order No. 104679, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$36,513.00 for the purchase of one (1) 2025 Chevrolet Colorado for the Meter Reader Services Department

21. Discussion and possible action to convene in Executive Session to consider employee disability in order for OkMRF to waive the 10% additional income tax for early distribution of employee-only retirement contributions for a non-vested city employee; as authorized by Title 25 O.S., § 307 (B) (1) (7)

22. Possible action to reconvene in Regular Session

23. Possible action pursuant to Executive Session

- 24. Receive update on economic development and grant activities**
- 25. Receive update on current and future projects**
- 26. Receive update on the financial status of the city and activities of the finance department**
- 27. Administrative reports**
- 28. Adjourn**

Posted: March 7, 2025

Time: 1:20 p.m.

KIM JAMISON

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Commission Installation

ITEM TITLE: Installation of Kenny Moody, Commissioner Ward 1, and Julian Mendiola, Commissioner Ward 3

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: Terms will start at Noon on April 14th.

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: None.

RECOMMENDATION: Swearing In.

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

FEBRUARY 10, 2025

The Board of City Commissioners met in a regular meeting on February 10, 2025, 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 February 6, 2025, at 4:15 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Member, Ward 1 Member, Ward 2 Member, Ward 3 (Acting Mayor) Member, Ward 4
Members absent:	Ernie Martens,	Mayor
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Travis Buchanan, Terry Franklin, Gene Martin, Jamie Phillips, Caleb Dotson, Jarrett Cannon,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Economic Development Director Computer Technician Senior Code Inspector IT Manager Code Enforcement Officer Police Chief Superintendent - Equipment Services Superintendent - Solid Waste Patrolman Patrolman
Others present:	Lynn Adams; Shawna Neff; Dennis Neff; Scott Wood; Jeannie Richardson; Michael M. Hogan; Garret Graham; Jacob Robinette; Randy Nelson; Brandy Phillips; Jerod Phillips; Daryl Jones; Mark Rutherford; Dawn Rutherford; Scott Wood; John Weber; Others Unidentified.	

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

Pledge of Allegiance.

4. Retiree watch presentation to De'Shawna Barron-Neff

Chief Terry Franklin presented De'Shawna with her retiree watch for her years of service with the City.

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

None.

6. Possible action on consent agenda

a Possible action on regular minutes of January 13, 2025

b Possible action on Invoice paid report for January 2025

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

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

None.

8. Receive presentation from Mr. Garrett Graham, AG teacher at Sallisaw High School regarding Skeet Shooting

Mr. Graham, on behalf of Sallisaw Public Schools, presented a proposal requesting the City of Sallisaw allow Sallisaw Public Schools the ability to have skeet/trap practice within the city limits. He proposed a change to the current ordinances, Article III, Sec. 66-71, allowing practice within the city limits. This would apply only to Sallisaw Public Schools.

9. Receive presentation from Mr. Jacob Robinette regarding his Eagle Scout Project; he is proposing placing a sign at the Sallisaw Rodeo Grounds

Mr. Robinette, as part of his Eagle Scout Project, would like to place a sign for the rodeo grounds. He presented examples of what the sign would look like. He had different locations where he proposed the sign be located. He would raise the funds for the sign. He was asked to finalize the details; location and design of sign.

10. Discussion and possible action on Ordinance 2025-02; An Ordinance Relating to the use of City-Owned Lands; Defining Term; Prohibiting Certain use of City-Owned Lands; Designating Certain Action as a Misdemeanor; Allow For Certain Process for First Violations; Providing for codification; and Providing and Effective Date

Motion was made by Moody, seconded by Hamilton, for approval of Ordinance 2025-02. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye. Motion carried 4-0.

11. Discussion and possible action on contract between the City of Sallisaw and Texas AWOS Services, LLC for the purpose of maintaining the Automated Weather Station at the Sallisaw Municipal Airport

Motion was made by Hamilton, seconded by Moody, for approval of contract between the City of Sallisaw and Texas AWOS Services, LLC. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

12. Discussion and possible action on items between the City of Sallisaw and the Oklahoma Aerospace & Aeronautics for the Sallisaw Municipal Airport

a Possible action on Agent Agreement for Planning and Engineering and Construction Services - JSV

Motion was made by Moody, seconded by Bailey, for approval of Agent Agreement. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

b Possible action on Intergovernmental Agreement

Motion was made by Moody, seconded by Bailey, for approval of the Intergovernmental Agreement. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

13. Discussion and possible action on request to declare the following residential properties as surplus; and possible direction to staff to solicit sealed bids for sale of property or dispose of by other means

- a. All LOT 1 & S. 30' LOT 2 BL. 59, ORIGINAL TOWN
- b. LOT 5 BLOCK 58 ORIGINAL TOWN OF SALLISAW AND THE NORTHEASTERLY 5' OF LOT 6 BLOCK 58 BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 6 THENCE SOUTHEASTERLY 140' THENCE SOUTHWESTERLY 5' THENCE NORTHWESTERLY 140' THENCE NORTHEASTERLY 5' TO THE POB.
- c. LOT 7 BLOCK 77 ORIGINAL TOWN OF SALLISAW.
- d. PT OF NE NW NW BEG AT NW COR FOR POB S00-10 W344.5 TO N ROW OF 1-40 HY CURVING ALONG ROW LINE S80-00 E138 N01-10 E371 W141 TO POB LESS PT OF NE NW NW BEG AT NW COR S00-10 W150 TO POB, E TO A PT WHICH IS 150 S1-10 W OF N SEC LINE &; 221 N1-10 E OF 1-40 ROW S1-10 W221' TO 1-40 ROW CURVING N80-00 W138' N0-10 E194.5' TO POB &; A PT BEG @ NW/C OF NE NW NW S 0-10 W143' FOR POB, TH CONT S0-10 W 7', E141' N1-10 E 7' W TO POB (NORTH OF BOVE DES.PROP.-02AC)&; A PT OF NE NW NW BEG 241' E &; 325'S OF NW/COR FOR ST PT. W125' 45'MORE OF LESS TO N LINE OF HY 1-40-E IN LINE OF 1-40 TO 241' E OF NE NW NW N 55'.M/L TO POB.

Motion was made by Bailey, seconded by Moody, to declare properties as surplus and directed staff to solicit sealed bids for the sale of property. Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

14. Discussion and possible action on Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, in the amount of \$65,400.00 for the purchase of a Kubota Compact Track Skid Steer for the Parks Department

Motion was made by Bailey, seconded by Moody, for approval of Purchase Order No. 104323, in the amount of \$65,400.00 issued to Gray Brothers Equipment. Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

15. Discussion and possible action on Purchase Order No. 104324, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$144,054.00 for the purchase of three (3) 2025 Ford F150 Crew Cab pickup trucks for Building Development, Electric, and Diamondnet

Motion was made by Moody, seconded by Bailey, for approval of Purchase Order No. 104324 in the amount of \$144,054.00. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

16. Discussion and possible action on Purchase Order No. 104326, issued to Interworks of Stillwater, Oklahoma, *in an Amount Not to Exceed \$40,000.00* for the purchase of Data Storage Server Equipment to be utilized by City Hall and Police Department

Motion was made by Moody, seconded by Bailey, for approval of Purchase Order No. 104326 *in an amount not to exceed \$40,000.00* issued to Interworks. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

17. Discussion and possible action on staff's request to reject bids for the Sallisaw Sports Complex Soccer and Sport Court Project

Motion was made by Bailey, seconded by Moody, to reject bids (Sallisaw Sports Complex Soccer). Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

18. Discussion and possible action on Planning Commission Case No. PC2024-013; rezoning request from Residence District (R-2) to Office District (C-1) by Brandi Phillips; and Ordinance 2025-03 with emergency clause

Motion was made by Bailey, seconded by Hamilton, for approval of Planning Commission Case No. PC2024-013 and Ordinance 2025-03. Vote: Bailey aye; Hamilton aye; Moody aye; Mendiola 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; Mendiola aye. Motion carried 4-0.

19. Conduct Public Hearing to Determine if the Property Located at 107 North Hickory is a Public Nuisance; Case #02-25-1C, Condemnation of Dilapidated Structure

Public hearing opened at 6:38 p.m. Travis Buchanan presented the case to the Board. No other comments. Public hearing ended at 6:41 p.m. Motion was made by Moody, seconded by Bailey, to declare Planning Commission Case #02-25-1C a public nuisance. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

20. Conduct Public Hearing to Determine if the Property Located at 2412 East Cherokee Avenue is a Public Nuisance; Case #02-25-2C, Condemnation of Dilapidated Structure

Public hearing opened at 6:41 p.m. Travis Buchanan presented the case to the Board. No other comments. Public hearing closed at 6:44 p.m. Motion was made by Moody, seconded by Hamilton, to declare Planning Commission Case #2-25-2C a public nuisance and direct staff to abate. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye.

Motion carried 4-0.

21. Conduct Public Hearing to Determine if the Property Located at 2550 East Cherokee Avenue is a Public Nuisance; Case #02-25-3C, Condemnation of Dilapidated Structure

Public hearing opened at 6:45 p.m. Travis Buchanan presented the case to the Board. No other comments. Public hearing closed at 6:48 p.m. Motion was made by Hamilton, seconded by Moody, to declare Case #02-25-3C a public nuisance and direct staff to abate. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

22. Discussion and possible action on Ordinance 2025-04; An Ordinance Amending Chapter 14, Article IV, Section 14-100 (7) and Section 14-101 (5), to the Sallisaw Code of Ordinances, Repealing Section 14-100 (7) and Section 14-101 (5) and Adopting and Enacting the Following New Section 14-100 (7) and Section 14-101 (5) to the Sallisaw Code of Ordinances; and Declaring and Emergency

Motion was made by Bailey, seconded by Moody, for approval of Ordinance 2025-04. Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0. Motion was made by Bailey, seconded by Moody, for approval of emergency clause. Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

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

The City Attorney recommended Executive Session. Motion was made by Hamilton, seconded by Moody, to convene in Executive Session. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0. Executive session began at 6:52 p.m.

24. Possible Action to Reconvene to Regular Session

Motion was made by Hamilton, seconded by Moody, to reconvene to Regular Session. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0. Regular Session reconvened at 7:22 p.m.

25. Discussion and Possible Action Pursuant to Executive Session

Motion was made by Hamilton, seconded by Moody, for no action or direction pursuant to Executive Session. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

26. Receive update on current and future projects

The Economic Development Director gave an update, for informational purposes only.

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

The Chief Accountant gave an update, for informational purposes.

28. Administrative reports

The City Manager reviewed notes included in the agenda packet.

29. Adjourn

Motion was made by Bailey, seconded by Moody, to adjourn the meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Mendiola aye. Motion carried 4-0. The meeting ended at 7:29 p.m.

Approved this 10th day of March, 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Ordinance 2025-05

ITEM TITLE: Discussion and possible action on Ordinance 2025-05; An Ordinance Amending Chapter 66, Article III, Section 66-71, to the Sallisaw Code of Ordinances, Repealing Section 66-71 and Adopting and Enacting the Following New Section 66-71 to the Sallisaw Code of Ordinances; and declaring an emergency

INITIATOR: Garret Graham

STAFF INFORMATION SOURCE:

BACKGROUND: The POC has changed the location of the firing point and reoriented the azimuth of the primary firing line. The city equipment is no longer at risk. The new range fan remains on the school property. The exception was written in a way that would require any change to the conditions or operation of the range to be brought before the Board prior to implementation.

EXHIBITS: 1. ORDINANCE 2025.05 2
2. unnamed

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: 1. Approval of Ordinance 2025-05.
2. Declare an emergency.

ORDINANCE 2025-05

AN ORDINANCE AMENDING CHAPTER 66, ARTICLE III, SECTION 66-71, TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 66-71 AND ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 66-71 TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 66, Section 66-71 of Article III be amended by repealing and striking the same and enacting the following, to wit:

ARTICLE III – OFFENSES AGAINST PUBLIC SAFETY

Section 66-71. - Carrying concealed weapons; discharge of firearms.

- (a) It is unlawful for any person to carry concealed upon or about his person any weapon such as a bowie knife, dirk, dagger, metal knuckle, switchblade knife or other dangerous or deadly weapon or instrument, except when doing so in line of duty or as may be permitted by state law.
- (b) It is unlawful for any person to discharge a firearm in the city except when doing so in line of duty, when lawfully doing so in defense of oneself, of another person or of property, or when otherwise authorized by state law or ordinance.
- (c) **Exception:** *That Sallisaw High School Skeet and Trap team may, under the direction of an Oklahoma Scholastic Shooting Sports Program Certified Instructor, conduct practice from a single firing point, located at 35.45487, -94.82014 with a firing azimuth of 298 degrees and a range fan of 45 degrees. The use of only #7 ½, #8 or #9 shot is permitted as the surface danger zone is completely located on Sallisaw Public Schools property. Participants must be students at the school and members of the team or coaches thereof.*

SECTION 2.

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

PASSED AND APPROVED, this 10th day of March 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK

[SEAL]



AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Watershed Agreement

ITEM TITLE: Discussion and possible action on Supplemental Watershed Agreement No. 11 for the Sallisaw Creek Watershed, updating construction cost estimates for the rehabilitation of Sallisaw Creek Site 33

INITIATOR: Sequoyah County Conservation District

STAFF INFORMATION SOURCE: Sequoyah County Conservation District

BACKGROUND: Cost estimates have been updated for the rehabilitation of Sallisaw Creek Watershed Site 33 and, as a co-sponsor, the Sequoyah County Conservation District needs the city commissioners to sign off on the updated draft. There is no cost to the City.

EXHIBITS: 1. exchange Sallisaw 33 Supplement No 9 1

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Supplemental Watershed Agreement No. 11.

Supplemental Watershed Agreement No. 11
For the Sallisaw Creek Watershed,
Oklahoma by Exchange of Correspondence

Since the original watershed agreement dated 1966 was last supplemented in August of 2005 for Sallisaw Creek Site 33, it has become necessary, once again to modify that watershed agreement. Construction costs have significantly increased due to inflation and estimated installation costs have risen according to the following terms:

Per National Watershed Program Manual 505.35 (I) (1), Federal cost share must equal 65% of total eligible project costs not to exceed 100% of actual construction cost. NRCS will provide up to 100% Technical Assistance for the design of the structure.

The following watershed agreement table indicating the percentages of total rehabilitation project costs to be paid by the sponsors and by the NRCS has been updated to a 2024 price base and is changed to read:

Sallisaw Creek Site 33 Works of Improvement	NRCS	Sponsor	Total
Cost Sharable Items			
Rehabilitation of Dam (Construction Cost)	\$1,675,205.83	\$803,794.17	\$2,479,000
Relocation, Replacement in-kind	\$0	\$0	\$0
Relocation, Required Decent, Safe, Sanitary	\$0	\$0	\$0
Sponsors Planning Costs	NA	\$0	\$0
Sponsors Engineering Costs	NA	\$0	\$0
Sponsors Project Administration	NA	\$1,822.63	\$1,822.63
Land Rights Acquisition Cost	NA	\$96,417.11	\$96,417.11
Subtotal: Cost-Share Costs	\$1,675,205.83	\$902,033.91	\$2,577,239.74
Cost-Share Percentages a/	65%	35%	100%
Non Cost-Sharable Items b/			
NRCS Engineering & Project Administration	\$176,942.99	\$0	\$176,942.99
Agricultural Water Supply - Construction/Landrights/Relocations/Project Administration		\$0	\$0
Natural Resources Rights	NA	\$0	\$0
Federal, State and Local Permits	NA	\$0	\$0
Relocation, Beyond Required Decent, Safe, Sanitary	NA	\$0	\$0
Subtotal: Non Cost-Share Costs	\$176,942.99	\$0	\$176,942.99

a/ Maximum NRCS cost-share is 65% of Cost-Sharable items not to exceed 100% of construction costs (including Replacement -in-kind; Required Decent, Safe, Sanitary; and flood proofing of downstream properties).

b/ If actual Non Cost-Sharable item expenditures vary from these figures, the responsible party will bear the charge.

c/ Sponsors Project Administration and Land Rights Acquisition Costs are indexed from 2005 to 2024.

d/ NRCS Engineering & Project Administration is based on Inspection TA Estimate.

All other terms, conditions and stipulations of the watershed agreement not modified herein remain the same and are agreed to:

Sequoyah County Conservation District
2606 South Kerr Boulevard
Sallisaw, OK 74955-1522

By _____
Title _____
Date _____

City of Sallisaw
P.O. Box 525
Sallisaw, OK 74955

By _____
Title _____
Date _____

Natural Resources Conservation Service
United States Department of Agriculture
100 USDA Suite 206
Stillwater, OK 74074-2655

By _____
Title _____
Date _____

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: OkMRF Authorized Agent

ITEM TITLE: Discussion and possible action on appointing Brian Heverly as the City of Sallisaw's Authorized Agent with the Oklahoma Municipal Retirement Fund (OkMRF)

INITIATOR: OkMRF

STAFF INFORMATION SOURCE: OkMRF

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

EXHIBITS: 1. Authorized-Agent-Notification

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval for Brian Heverly to be the City of Sallisaw's Authorized Agent with Oklahoma Municipal Retirement Fund.



Oklahoma Municipal Retirement Fund
AUTHORIZED AGENT NOTIFICATION FORM

AUTHORIZED AGENT DESIGNATION PROCESS

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

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

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

NAME OF MUNICIPALITY OR ENTITY: CITY OF SALLISAW

FEDERAL TAX ID NUMBER: _____

APPROVED AUTHORIZED AGENT: BRIAN HEVERLY

TITLE: CITY MANAGER

AUTHORIZED AGENT SIGNATURE: _____

EFFECTIVE DATE: 03/10/2025

MAILING ADDRESS: PO BOX 525; SALLISAW OK 74955

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

EMAIL ADDRESS: bheverly@sallisawok.org

AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the Board of City Comm.
(governing body) of SALLISAW Oklahoma and was duly approved on the 10 day of March, 20 25

City of SALLISAW

By: _____

Title: Mayor
(Mayor or Chairman)

Date Seal City Clerk

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

AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

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

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

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

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

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

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

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Jana A. Walker, CPA, PLLC - Audit Engagement Letters

ITEM TITLE: Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2025 audit services and landfill calculations

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: Title 11, Section 17-105, Oklahoma State Statutes, requires the City of Sallisaw and its related entities to complete a yearly audit of its financial statements. Audit for the prior fiscal year must be completed and filed with the Oklahoma State Auditor's office within six months of the close of the fiscal year. The objective of the audit is for the Auditor to express an opinion on whether the City's financial statements are fairly presented and that they conform to generally accepted accounting procedures and regulations. Audit will be conducted in accordance with generally accepted auditing standards. The city will be subject to a Single Audit again this year, due to the amount of federal grant funds we have received.

Fee for Audit and Landfill Calculations \$45,000.00
Fee for Single Audit \$5,000.00

EXHIBITS: 1. ALG-CL-1_2 Audit Engagement Letter-SA
2. Landfill AUP EL FY 25

KEY ISSUES:

- Required audit must be completed and filed within six months of the close of the fiscal year.
- Auditor will look at items such as customer accounts, revenues received, cash disbursements, check reconciliations, debt reconciliations, general ledger journal entries, and fixed asset inventory, Auditor will review agendas, minutes, and policies, as well as inspect any bid documents issued during the fiscal year.
- Auditor will report on internal control related to the financial statements and compliance with provisions of applicable laws, regulations, contracts, and grants.
- Auditor will report on grant programs, as required by OMG Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

FUNDING SOURCE: General Fund 010-801-55507

RECOMMENDATION: Approval of audit engagement letters allowing Jana A. Walker, CPA, PLLC, to complete Fiscal Year 2025 audit and landfill calculations

March 4, 2025

To City Council and Management
City of Sallisaw, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for City of Sallisaw, Oklahoma for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Sallisaw, Oklahoma as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Sallisaw, Oklahoma's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Sallisaw, Oklahoma's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies City of Sallisaw, Oklahoma's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Financial Statements

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

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

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

- Management Override of Controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Sallisaw, Oklahoma's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Sallisaw, Oklahoma's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Sallisaw, Oklahoma's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes),

rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 15, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its

form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jana A. Walker, CPA, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jana A. Walker, CPA, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jana A. Walker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 15, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,000 for the audit and \$5,000 for the Single Audit Procedures. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of City of Sallisaw, Oklahoma. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Sallisaw, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Jana A. Walker, CPA, PLLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

March 4, 2025

City of Sallisaw, Oklahoma

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

We will apply the procedures described in the attachment to this letter to comply with requirements of financial assurance for closure and post-closure costs of a landfill. By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is complying with the requirements of financial assurance for closure and post-closure costs of a landfill. We understand this engagement is not required pursuant to law, regulation, or contract. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on requirements of financial assurance for closure and post-closure costs of a landfill. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately August 15, 2025.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to City of Sallisaw Oklahoma and State of Oklahoma Department of Environmental Quality. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is not expected to be restricted to the use of specified parties.

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

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict requirements of financial assurance for closure and post-closure costs of a landfill, we will communicate such matters to you.

You are responsible for compliance with requirements of financial assurance for closure and post-closure costs of a landfill. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for requirements of financial assurance for closure and post-closure costs of a landfill in accordance with State of Oklahoma Department of Environmental Quality (DEQ).

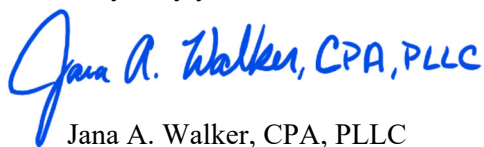
Jana A. Walker, CPA, PLLC is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will bill you at our standard hourly rates not to exceed \$3,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,



Jana A. Walker, CPA, PLLC

RESPONSE:

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

By:

Title:

Date:

AGREED UPON PROCEDURES

1. Verify the reasonableness of the City's estimated landfill closure and post-closure costs by inquiring of City officials.
2. Calculate certain required financial ratios as of June 30, 2025, by analysis of ratio components from the underlying financial statements and by re-performing mathematical calculations of the ratios.
3. Determine whether the City's basis financial statements, as of and for the year ended June 30, 2025, were prepared in conformity with accounting principles generally accepted in the United State of America by review the independent auditor's report on the City's basic financial statements for June 30, 2025.
4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the fiscal years ended June 30, 2024 and 2025.
6. Determine whether the City received an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent auditor's report by examining the City's audited basic financial statements as of and for the year ended June 30, 2025.
7. Determine the total environmental obligations of the City do not exceed 43% of the City's total annual revenues for the year ended June 30, 2025, by obtaining necessary information from the underlying basic financial statements for the year ended June 30, 2025, and calculating the percentage using the total environmental obligations in item number one above.
8. Determine whether the current municipal finance test materials have been placed in the City's landfill operating records and ensure that a reference to the closure and post-closure costs assured through the financial tests will be included in the City's next audited financial statements.

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: RS Meacham CPAs and Advisors - Letter of Engagement

ITEM TITLE: Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

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

Fees for services for the year ending June 30, 2025, will not exceed \$25,000. Other services, or supplemental projects not included in the *scope of services* listed, will be provided at standard hourly rates ranging from \$50 to \$200 per hour.

EXHIBITS: 1. Sallisaw Compilation Eng Letter FY25

KEY ISSUES: Services provided under this agreement include:

- General accounting and work-paper preparation.
- Annual financial statement preparation.
- Annual financial statement audit coordination.
- General advisory assistance and technical support.

FUNDING SOURCE: General Fund 010-801-55507

RECOMMENDATION: Approval of Letter of Engagement with RS Meacham, CPAs.



801 Frisco, Clinton, OK 73601
580.323.1766 | 580.323.1768 fax

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

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

February 27, 2025

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

To the Board of Directors
Sallisaw Municipal Authority

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

Scope of Services

General Accounting and Workpaper Preparation

We will prepare the revenue and expense accruals for the year ended June 30, 2025. This work will include tax accruals, utility billing receivables, accounts payable, accrued interest payable, debt reconciliations, and payroll related accruals, including salary, vacation, and taxes payable, as well as GASB 68 related entries.

Annual Financial Statement Preparation

We will compile, from information you provide, financials in accordance with GASB 34 requirements for the City and the Sallisaw Municipal Authority (the "SMA") for the year ended June 30, 2025. We will draft the audit report in accordance with the requirements stated in GASB 34, including Management's Discussion and Analysis. Along with the GASB 34 financial report, we will prepare the audit workpapers and supporting schedules necessary for the external audit firm to complete the fiscal year 2025 audit.

Annual Financial Statement Audit Coordination

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

General Advisory Assistance and Technical Support:

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

The objective of the preparation and compilation portion of our engagement is to-

- prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America

City's Responsibilities

The City is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge and experience to oversee our financial statement preparation. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

RSMeacham's Responsibilities

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America, and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of

America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the City complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with-
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Company of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

Fees for Service

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

The term of this engagement is for the fiscal year ended June 30, 2025.

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

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

Sincerely,

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

RSMeacham CPAs & Advisors

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

By: _____

Title: _____

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: PO Overage

ITEM TITLE: Discussion and possible action on previously approved Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, which was \$600.00 over the approved amount for purchase of a skid steer for the Parks Department

INITIATOR: Purchasing Agent
City Manager

STAFF INFORMATION SOURCE: Gray Brothers Equipment
Purchasing Agent

BACKGROUND: The skid steer was approved for purchase in February with an unknown expected delivery date. Gray Brothers received a skid steer on hand, but slightly different, at the dealership and offered the equipment to us. This skid steer was an upgrade to the one originally quoted in that it had a reverse fan option. The upgraded equipment was \$1,200.00 above the quoted and approved amount. Gray Brothers offered to split the difference with the City, reflecting the \$600 above previously approved amount.

EXHIBITS: 1. Gray Bros Equip - PO # 104323 ##REVISED##

KEY ISSUES: N/A

FUNDING SOURCE: CI-030-501-57706 - \$90,0000 was budgeted for this purchase.

RECOMMENDATION: Acknowledge \$600 overage on Purchase Order #104323 issued to Gray Brothers.

CITY OF SALLISAW - PURCHASE ORDER

PO NUMBER

VENDOR NAME

VENDOR NUMBER

104323

GRAY BROTHERS EQUIP

2442

SHIP TO: CITY OF SALLISAW
P.O. BOX 525
115 EAST CHOCTAW
SALLISAW OK 74955
918-775-6241
Fax: 918-775-4194
Email: rsizemore@sallisawok.org

02/11/2025

ISSUED TO: GRAY BROTHERS EQUIP
28377 US HWY 59
POTEAU OK 74953
479-646-7369

I hereby approve the issuance and encumbrance of this purchase order.

PURCHASING OFFICER



I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of the said appropriation accounts.

ENCUMBERING OFFICER



<u>ORDER DATE</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
02/11/2025	1.00	GRAY BROS. EQUIP. - QUOTE DATED 1/29/2025	65,400.00	65,400.00	030-501-57706
		2025 KUBOTA COMPACT TRACK LOADER			030-501-57706
		FOR PARKS DEPT.			030-501-57706
		75HP HP/ HIGH FLOW / QUICK CONNECT			030-501-57706
		APPROVED BY COUNCIL 2/10/2025			030-501-57706
	1.00	NEWLY RECEIVED INVENTORY UPGRADE	600.00	600.00	030-501-57706
		OKAY TO PROCEED WITH UPGRADE			030-501-57706
		PER CITY MGR - TO COUNCIL FOR ACKNOWLEDG			030-501-57706

TOTAL 66,000.00

I hereby certify that the merchandise and/or services described above have been satisfactorily received and that this purchase order is now a true just debt of the city. This purchase order is therefore approved for consideration for payment by the governing board.

WARRANT NUMBER

WARRANT DATE

PURCHASING OFFICER

ACCTS PAYABLE



AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Electric Materials

ITEM TITLE: Discussion and possible action on Purchase Order No. 104626, issued to Techline, Inc. of Cleveland, Oklahoma, in the amount of \$27,063.59 for Electric system stock materials

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Staff requested quotes on needed electric system stock materials. Three (3) quotes were received. The lowest bid received was from Arkansas Electric Cooperatives. However, they did not quote all requested items or used different part numbers. Due to that fact, staff requests approval to utilize the 2nd lowest bid, Techline Inc.

- Arkansas Electric Cooperatives - \$21,370.00
- Techline Inc. - \$27,063.59
- Anixter - \$32,852.50

EXHIBITS: 1. Re-Scan

KEY ISSUES:

FUNDING SOURCE: #010-601-53310 - Electric Systems GF

RECOMMENDATION: Approval of Purchase Order # 104626 in the amount of \$27,063.59.

CITY OF SALLISAW PURCHASE REQUISITION / PURCHASE ORDER NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED				PO Number 104626	
Vendor # _____ Department: <u>Electric</u>				PO Date <u>3/4/25</u>	
Vendor Name: <u>TECH LINE</u>				Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing NOTE PO NUMBER ON INVOICE	
Address: _____				Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
City: _____		State: _____		Zip: _____	
Contact: _____		Phone/Cell _____		/	
Email _____		Fax _____		Grant Funds ☐ Y ☐ N	

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
11	65 amp k Speed fuse s&c	010-601-310	30		
12	80 amp k Speed s&c Fuse	010-601-310	40		
13	blackburn 159 crimp	010-601-310	20 boxes		
14	blackburn 189 crimp	10-601-310	20 boxes		
15	477 saddle Hot lineclamp	010-601-310	20		
---	ahls954022e anderson	-----	---		
16	hand rolls copper	010-601-310	8spoils		
17	lightning arrester hubble	010-601-310	25		
----	2137097324	-----	----		
18	polymer cutout cp710112px	010-601-310	25		

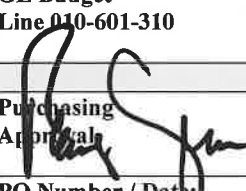
Comments, Note grant information if applicable:		Freight/Other	
Requestor: <u>BLOKEY SMITH JR</u> Date: <u>2-27-2025</u> Purchasing Approval: <u>[Signature]</u> Date: <u>3/4/25</u>		Total Cost \$ 0.00	
PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u>		Dept Need Date: _____	
Order Date/By: _____/_____		Est. Delivery: _____	

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 2-10-2025	Date of Quotation 2/10/2025	Date of Quotation 2-10-2025
Department 601 Number:	Department 601 Number:	Department 601- Number:
Vendor Name / Number Arkansas Electric Cooperatives	Vendor Name / Number Techline Inc	Vendor Name / Number Anixter
Address	Address 2506 E HWY 64	Address 8201 Pole Road
City	City Cleveland	City Oklahoma City
State Zip	State OK Zip 74020	State Ok Zip 73149
Phone 800-451-8061	Phone 918-992-6878	Phone 405-438-6382
Item (s) Assorted	Item (s) Assorted	Item (s) Assorted
Quantity Varies	Quantity Varies	Quantity Varies
Price each Varies	Price each Varies	Price each Varies
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 21,370.10	Total Cost \$ 27,063.59	Total Cost \$ 32,852.50
Quote Expiration Date 3-10-2025	Quote Expiration Date 3-10-2025	Quote Expiration Date 3-10-2025
Quotes Obtained By: Blakley Smith	Quotes Obtained By: Blakely Smith	Quotes Obtained By: Blakely Smith
GL Budget Line 010-601-310	GL Budget Line 010-601-310 ✓	GL Budget Line
Purchasing Approval	Purchasing Approval 	Purchasing Approval
PO Number / Date: /	PO Number / Date: 104626 / 3/4/25	PO Number / Date: /

Explain if only one quotation supplied:

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



TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

QUOTE

QUOTE DATE	ORDER NO.
02/10/25	7226981-00
P.O. NO.	PAGE #
Quote	1

CUST.#: 9844

SHIP TO:

CITY OF SALLISAW
113 W QUEENBURY
SALLISAW, OK 74955

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005
Phone: (512) 833-5401

BILL TO:

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Cleveland	TECHLINE
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	PSPF101538MGL6350CEHV 8 WKS Pedestal 10x15x38 W/Conn. and Label	15	15	each	406.38	6095.70
2	C6-CS0 STK Bracket, Conduit Standoff 6" (No T-Slot)	15	15	EA	36.85	552.75
3	PGPC-56 STK Pole Ground Plate Copper, 7 1/2" Square	100	100	ea	6.61	661.00
4	SUPER 33+ STK Tape, Vinyl 3/4" x 76" Black 7100201470	100	100	RL	5.76	576.00
5	D350-61 8 WKS 350KCMIL #12 CU/AL SECONDARY CONNECTOR	48	48	each	16.63	798.24
6	F4242-32CLI224 Pad, Transformer 42X42 12X24" Opening FBRCRT	15	15	EA	162.35	2435.25
7	615883 STK Rod, Ground 5/8"x 8' 13 Mil Copper Clad "RUS"	25	25	EA	17.08	427.00
8	265006R1 8-10 WKS Fuse Link, 6A "K" Speed	60	60	EA	11.58	694.80
9	265030R1 8-10 WKS Fuse, 30 Amp, Type K	40	40	ea	12.36	494.40
10	265040R1 8-10 WKS FUSELINK 40A TYPE K	50	50	each	12.36	618.00
11	265065R1 8-10 WKS FUSELINK 65A TYPE K	30	30	each	18.81	564.30
12	265080R1 8-10 WKS FUSELINK 80A TYPE K	40	40	each	21.82	872.80
13	WR159 STK Connector, H-Tap #2 - #6, Comp. = YH0100 (#1)	500	500	EA	0.68	340.00

ontinued



TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

QUOTE

QUOTE DATE	ORDER NO.
02/10/25	7226981-00
P.O. NO.	PAGE #
Quote	2

CUST.#: 9844

SHIP TO:

CITY OF SALLISAW
113 W QUEENBURY
SALLISAW, OK 74955

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005
Phone: (512) 833-5401

BILL TO:

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Cleveland	TECHLINE
SHIPPED	TERMS
NET 30 DAYS	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
14	WR189 STK Connector, H-Tap 1/0 - #6. Comp. = YH0150 (#2)	25	25	EA	0.75	18.75
15	AHLS954022E STK Clamp, Stirrup, Alum. HL 2-bolt, 336.4-954MCM	60	60	EA	38.16	2289.60
16	#6SSDBC-25#SPL STK Wire, #6 Solid Cu Soft Drawn Bare 25#/315'	200	200	LB	6.27	1254.00
17	2137097324 STK Arrester, PDV-100 Optima 10Kv MOV, w/cap & x-arm	25	25	EA	66.86	1671.50
18	CP710-112PX STK Cutout, 100amp 15kv Polymer w/ext. X-arm bkt	25	25	EA	159.86	3996.50
24	215LE45T STK Elbow 15KV 200A Lbrk 1/0 Str w/TP	50	50	EA	54.06	2703.00
19	Lines Total	Qty Shipped Total	1423		Total Invoice Total	27063.59 27063.59



Arkansas Electric Cooperatives, Inc.
Utility Sales & Services Division

800.451.8061

QUOTE

Entered By

Jubal.Hooker@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ38217

Page 1
2/26/25

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	API12X16WBSCDG 12X16WBS-CDG, DARK GRN PEDESTAL Note: stock subject to prior sale		03/06/25	15 EA	303.00	4,545.00
2	BAS0CL6 6" STANDOFF BRACKET Note: STOCK SUBJECT TO PRIOR SALE		03/06/25	15 EA	43.00	645.00
3	GP100 8 TO 2 SOL CU POLE GND PLATE Note: STOCK			80 C	1,197.00	957.60
4	33+SUPER VINYL ELEC TAPE 3/4"X 66' Note: STOCK		03/06/25	100 EA	6.30	630.00
5	D-350-6 SECONDARY BLOCK Note: NO QUOTE			48 EA		
6	F424232CU1224T 42X42X4 TRANSFORMER PAD 12X24 Note: STOCK		03/06/25	15 EA	150.00	2,250.00

Arkansas Electric Cooperative Inc.

Quote: SQ38217

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
7	615883 5/8 X 8 CMD GROUND ROD REA SPEC Note: STOCK		03/06/25	25 EA	16.20	405.00
8	31006 6A TYPE K FITALL FUSE LINK Note: STOCK		03/06/25	60 EA	6.89	413.40
9	31030 30A TYPE K FITALL FUSE LINK Note: STOCK		03/06/25	40 EA	7.55	302.00
10	31040 40A TYPE K FITALL FUSE LINK Note: STOCK		03/06/25	50 EA	7.55	377.50
11	31065 65A TYPE K FITALL FUSE LINK Note: STOCK		03/06/25	30 EA	11.00	330.00
12	31080 80A TYPE K FITALL FUSE LINK Note: STOCK		03/06/25	40 EA	13.74	549.60
13	WR159 #2-6 ACSR "O&D" DIE WR TAP CONN Note: STOCK - (STANDARD BOX IS 25)		03/06/25	20 C	80.00	16.00
14	WR189 1/0-6 ACSR "O&D" DIE WR TAP CON Note: STOCK - (STANDARD BOX IS 25)		03/06/25	20 C	80.00	16.00
15	AHLS954022E HOTLINE STIRRUP 336.4-954 ACSR Note: 10 STOCK BALANCE 7 WKS		03/06/25	20 EA	70.00	1,400.00
16	6SS25#S #6 SOLID SD BARE 25# SPOOL Note: STOCK		03/06/25	200 CWT	655.00	1,310.00

Arkansas Electric Cooperative Inc.

Quote: SQ38217

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

Notes:

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2/26/25
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Item Number	Item Description	Customer Item#	Est. Delivery	Qty UOM	Item Price	Ext. Price
17	2137097324 10KV OPTIMA POLYMER X-ARM ARRES Note: STOCK		03/06/25	25 EA	70.12	1,753.00
18	CP710112PX CUTOUT 15KV 100A PLYMR EXT BRKT Note: 18 STOCK BALANCE 5-6 WKS		03/06/25	25 EA	129.00	3,225.00
19	LE215CC06T 1/0 STR 15KV LB .75-1.08 Note: STOCK		03/06/25	50 EA	44.90	2,245.00
Quote Total						21,370.10

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 aegisales.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.

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Truck Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 104628, issued to Dunn Ford of Stigler, Oklahoma, in the amount of \$49,610.00 for the purchase of one (1) 2023 Ford Single Cab and Chassis only, 4x4, 7.3L V8 for the Tree Trimming Department

INITIATOR: Superintendent - Electric
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Approval will allow for the purchase of a work truck for the Tree Trimming Department. The truck is on the lot and ready for pickup.

EXHIBITS: 1. Dunn Ford - PO # 104628 - Agenda Item

KEY ISSUES:

FUNDING SOURCE: #030-507-57701- Crew Work Vehicle - \$62,000 budgeted

RECOMMENDATION: Approval of Purchase Order No. 104628 in the amount of \$49,610.00.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 2/27/25	Date of Quotation 2/26/2025	Date of Quotation
Department Number: 507-Tree Trim	Department Number: 507-Tree Trim	Department Number:
Vendor Name / Number DUNN FORD Stigler #6812	Vendor Name / Number John Vance Fleet #7100	Vendor Name / Number
Address Matt Reagan	Address Shawna Ford	Address
City Stigler	City Guthrie	City
State OK Zip 74955	State OK Zip 73044	State Zip
Phone 918-967-3384	Phone 405-282-3800	Phone
Item (s) (1) One 2023 Ford F-350 Cab & Chassis Single Cab 4x4 Work Truck	Item (s) (1) One 2024 RAM 3500 Cab & Chassis Single Cab 2WD Work Truck	Item (s)
Quantity (1) One - In stock	Quantity (1) One - In stock	Quantity
Price each \$49,610.00	Price each \$50,323.00	Price each
Est. Freight 0 7.31V8	Est. Freight 0 6.41V8	Est. Freight
Total Cost \$ \$49,610.00	Total Cost \$ \$50,323.00	Total Cost \$
Quote Expiration Date 15 days	Quote Expiration Date 15 days	Quote Expiration Date
Quotes Obtained By: R. Sizemore	Quotes Obtained By: R. Sizemore	Quotes Obtained By:
GL Budget Line \$62,000 Budgeted 030-507-57701	GL Budget Line \$62,000 Budgeted 030-507-57701	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 104628 / 2/4/25	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

Randy Sizemore

From: matt.reagan@dunnfordcompany.com <matt.reagan@dunnfordcompany.com>
Sent: Thursday, February 27, 2025 10:27 AM
To: Randy Sizemore
Subject: F-350
Attachments: windowsticker SALLISAW F350.pdf

Here is a left over 2023 I have in stock. \$49610. Window sticker attached. Website link below.

<https://www.dunnfordcompany.com/VehicleSearchResults?exactSearch=true&searchQuery=1FDRF3HNXPDA18883&s%3At=exact&s%3Aq=18883&s%3Av=site&s%3As=1FDRF3HNXPDA18883>



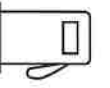
New 2023 Ford Super Duty F-350 DRW
XL 4WD Reg Cab 145" WB 60" CA

MSRP \$53,320

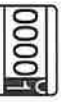


Specifications

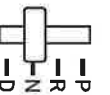
Stock Number	P1385
VIN	1FDRF3HNXPDA18863
Vehicle Status	In Stock
Engine	7.3L 8 cyl Sequential-Port F.I.
Transmission	Automatic
Body Style 4x4 XL 2dr Regular Cab 145 in. WB DRW Chassis	
Cylinders	8
Fuel Type	Gas



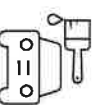
FUEL ECONOMY *
N/A CITY / N/A HWY



MILEAGE
10 MILES



TRANSMISSION
10-SPEED SHIFTABLE
AUTOMATIC



EXTERIOR COLOR
N/A



INTERIOR COLOR
N/A



ENGINE DATA
7.3L 8 CYL
SEQUENTIAL-PORT F.I.

New, Used, Certified, Demo and Courtesy Vehicle Vehicles *Prices do not include costs of closing, including government fees and taxes, any finance charges, dealer documentation fee of \$189 or any emissions testing fees. All prices, specifications and availability subject to change without notice. Contact dealer for most current information.
New, Used, Certified, Demo and Courtesy Vehicle Vehicles MPG estimates on this website are EPA estimates; your actual mileage may vary. For used vehicles, MPG estimates are EPA estimates for the vehicle when it was new. The EPA periodically modifies its MPG calculation methodology; all MPG estimates are based on the methodology in effect when the vehicles were new (please see the DFuel Economy portion of the EPA's website for details, including a MPG recalculation tool).
The features and options listed are for the new 2023 Ford Super Duty F-350 DRW and may not apply to this specific vehicle.

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



QUOTE

DATE	2/26/2025
QUOTE NUMBER	000Q16432
EXPIRATION DATE	3/11/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO Number	

SOLD TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

SHIP TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

Any Questions? Call 405-282-3800
Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	DD3L63	2024 RAM 3500 REG CAB CHASSIS	\$49,848.00	\$49,848.00
1	2WD	2 WHEEL DRIVE	\$0.00	\$0.00
1	143	143" WHEELBASE/ 60" CAB TO AXLE	\$0.00	\$0.00
1	WLA	DUAL REAR WHEELS	\$0.00	\$0.00
1	ESB	ENGINE: 6.4L V8 HEMI	\$0.00	\$0.00
1	DFX	TRANSMISSION: 8 SPEED AUTOMATIC	\$0.00	\$0.00
1	A61	TRADESMAN LEVEL 1 EQUIPMENT GROUP	\$0.00	\$0.00
1	PWR	POWER DOORS/ POWER WINDOWS	\$0.00	\$0.00
1	RKE	REMOTE KEYLESS ENTRY	\$0.00	\$0.00
1	TBB	FULL SIZE SPARE	\$0.00	\$0.00
1	XAC	PARKVIEW REAR BACK UP CAMERA	\$475.00	\$475.00
1	TXX8/CBE	INTERIOR: BLACK/DIESEL GRAY, HD VINYL 40/20/40 SPLIT BENCH	\$0.00	\$0.00
1	PW7	EXTERIOR: BRIGHT WHITE CLEAR COAT	\$0.00	\$0.00
SubTotal:				\$50,323.00

Accepted By: _____

Terms:

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

SUB-TOTAL	\$50,323.00
TAG/TAXES	\$0.00
TOTAL DUE	\$50,323.00

Dealer: _____ 1 of 1

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Extend Stay on Condemnation of Properties

ITEM TITLE: Discussion and possible action on extending the stay of condemnation of the below Case Numbers in order to allow for the sale of properties and appropriate action taken by new owners

INITIATOR: Mr. Jerel Driscoll-Real Estate Agent

STAFF INFORMATION SOURCE: Mr. Driscoll

BACKGROUND: Mr. Driscoll has requested a stay for the condemnation of dilapidated structures from the February 10th meeting. Both properties are under contract. This stay will allow the purchase to proceed and give the new owners an opportunity to develop/present a plan to remediate the conditions. Mr. Driscoll and the potential buyers plan to be at the meeting to answer any questions.

EXHIBITS: 1. CamScanner 02-13-2025 16.57

KEY ISSUES: Both properties are unsecured and present a safety hazard.

FUNDING SOURCE: N/A.

RECOMMENDATION:

- a. Approve extended stay until the April 14th meeting for Case No. 02-25-2C.
- b. Approve extended stay until the April 14th meeting for Case No. 2-25-3C.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____ Financing Supplement
_____ Exhibit _____

_____ Supplement

Parties. THE CONTRACT is entered into between:

GNGG LLC _____ "Seller," and
Abdullah Sharaf _____ "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Sequoyah County, Oklahoma.

1. LEGAL DESCRIPTION. SEC-4 TWN-11N RNG-24E containing 8.19 +/- +
Parcel# 0000-04-011-024-0-046-00 046

<u>TBD East Cherokee Ave.</u>	<u>Sallisaw</u>	<u>749556</u>
Property Address	City	Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ payable by Buyer as follows: Buyer has paid \$ as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of SCA TITLE or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before April 15th 2025, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☒ Financing Supplement
☐ Exhibit _____

_____ Supplement

Parties. THE CONTRACT is entered into between:

GHGG LLC

"Seller," and

DOS AMIGOS OF NORTHWEST ARKANSAS, LLC

"Buyer."

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in SEQUOYAH County, Oklahoma.

1. LEGAL DESCRIPTION. 2412 E CHEROKEE AVE. SALLISAW OKLAHOMA 74955 PARCEL #0000-04-011-024-0-180-00

SEC-04 TWN-11N RNG-24E PT IF S2 SE BEG 83.23' S NE/C S/466.54 TO PNT SWLY ON CURVE TO RIGHR (ON NLY ROW OF I-40) 950.93' N11- 43 W/690' N/51-00 E/29 CONTAINING APPROX. 15.3 ACRES = 666,468 SQ FT.

2412 E. CHEROKEE AVE.

SALLISAW

74955

Property Address

City

Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ payable by Buyer as follows: Buyer has paid \$ as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of SEQUOYAH COUNTY ABSTRACT or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before APR 15, 2025, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Engineering Contract

ITEM TITLE: Discussion and possible action on Engineering Contract between the City of Sallisaw and Neel, Harvell and Associates, P.C., in the amount of \$11,100.00, for engineering services related to Sanitary Sewer System Improvements - Elm St/Locust Sewer Line Replacement

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Neel Harvel and Associates

BACKGROUND: Approval of this contract will provide for engineering services related to sanitary sewer system replacement (and upgrade) to the north/south section of sewer running from E Scott to E Iola (between S Elm and S Locust) to include permitting fees.

EXHIBITS: 1. Engr Contr

KEY ISSUES: N/A

FUNDING SOURCE: GL# 092-704-57701; Budget \$300,000

RECOMMENDATION: Approval of engineering contract.

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this **10th** day of **March** , 2025,
by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS,
hereinafter called ENGINEER, and the **City of Sallisaw**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the

SANITARY SEWER SYSTEM

(Elm St / Locust St Sewer Line Replacement)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter
set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans and preliminary cost data for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with a set of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, complete working drawings, specification, and contract w/ low bidder satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.

- (d) Render assistance in obtaining bids, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.
 - (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.
 - (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.
2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER.
The fee shall be as follows:

Engineering Fee	\$	7,300.00
Surveying Fee	\$	800.00
Inspector Fee	\$	3,000.00
Total Engineering Fee	\$	11,100.00

Construction Period - 30 Consecutive Calendar Days to Complete the Work

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

Engineer, Principal	\$ 125.00
Engineer, Project	\$ 100.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 75.00
General Inspection	\$ 50.00
Full Time Inspection	\$ 65.00
CAD	\$ 75.00
Secretary	\$ 35.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.
4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not.
Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, copies of drawings and other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible "As-Built" plans as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CONTRACT FOR ENGINEERING SERVICES - Page Four

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT the day and year first above written.

OWNER:

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

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
Mayor

BY: _____
P. Doug Harvell, P.E.

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
J. Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Sanitary Sewer Improvements

ITEM TITLE: Discussion and possible action to award a contract to Larry Williams of Greenwood, Arkansas, in the amount of \$84,377.00 for Sanitary Sewer System Improvements - Elm St/Locust St Sewer Line Replacement

INITIATOR: Building Development Director
City Manager

STAFF INFORMATION SOURCE: Engineer

BACKGROUND: This is for work on the sanitary sewer between E Scott and E Iola, between S Elm and S Locust. Quotes were requested by Neel, Harvell and Associates. Engineers estimate is \$74,520.00 Three (3) quotes were received:

1. Larry Williams - \$84,377.00
2. Royal Ridge Construction, LLC - \$115,247.00
3. Patriot Underground Solutions Specialist - \$324,400.00

EXHIBITS: 1. Quotes
2. Contract

KEY ISSUES: This work will actually upgrade 400' of service along the easement in addition to replacing the failing concrete pipe with modern PVC. This will service the new homes along Locust.

FUNDING SOURCE: Infrastructure Improvement (Fund 92) - #092-704-57701 Sewer Line Improvements

RECOMMENDATION: Staff recommends awarding a contract to Larry Williams in the amount of \$84,377.00

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak

SALLISAW, OKLAHOMA 74955

(918)775-7731

harveng@diamondnet.us

CITY OF SALLISAW
SEQUOYAH COUNTY, OKLAHOMA

SANITARY SEWER SYSTEM IMPROVEMENTS
(Locust St / Elm St Sewer Line Replacement)

Rev 2-25-2025

CONTRACTORS BID

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1.	Trench and Excavation Safety System Lump Sum	\$ <u>3850.00</u>
2.	Insurance Lump Sum	\$ <u>3250.00</u>
3.	Traffic Control Lump Sum	\$ <u>2250.00</u>
4.	8" PVC Sewer Pipe (SDR-35) 400 LF @ \$ <u>58.00</u> /LF	\$ <u>23,200.00</u>
5.	4" PVC (Sch 40) Service Line 180 LF @ \$ <u>38.00</u> /LF	\$ <u>6840.00</u>
6.	Trenching 0- 6' 260 LF @ \$ <u>18.00</u> /LF	\$ <u>4680.00</u>
7.	Trenching 0- 8' 140 LF @ \$ <u>20.00</u> /LF	\$ <u>2800.00</u>
8.	4' Dia Manhole 0 - 8' 1 EA @ \$ <u>7500.00</u> /EA	\$ <u>7500.00</u>
9.	Gravel Subgrade 60 CY @ \$ <u>120.00</u> /CY	\$ <u>7200.00</u>
10.	8" x 4" Wye 17 EA @ \$ <u>475.00</u> /EA	\$ <u>8075.00</u>
11.	Gravel Bedding/ Street Cuts 10 CY @ \$ <u>120.00</u> /CY	\$ <u>1200.00</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
12.	Cut & Replace Asphalt Surface 9 SY @ \$ <u>450.00</u> /SY	\$ <u>4050.00</u>
13.	4" PVC Caps 9 EA @ \$ <u>48.00</u> /EA	\$ <u>432.00</u>
14.	Vacuum Test Manholes 1 EA @ \$ <u>1850.00</u> /EA	\$ <u>1850.00</u>
15.	Tie over of Existing Manhole 1 EA @ \$ <u>2850.00</u> /EA	\$ <u>2850.00</u>
16.	Removal & Disposal of Existing Manhole 1 EA @ \$ <u>1,500.00</u> /EA	\$ <u>1500.00</u>
17.	Clearing & Grubbing Lump Sum	\$ <u>2850.00</u>
Total Bid Amount		\$ <u>84,377.00</u>

CONTRACTOR: Larry Williams
Signer ID: TOPJ8BSO14...

Address: 1012 W. Clarks Chapel Rd.
Greenwood, Ark 72936

Date: February 24th, 2025

Phone No.: 479-719-2201

****30 days to complete the work**
****Bonding is not required**
****Owner will require Insurance for the Project**

**** Bids are due no later than Friday, March 7, 2025 @ 10:00 am**

*******Email Quotes / Bid To harveng@diamondnet.us**

NEEL, HARVELL & ASSOCIATES, P.C.
Consulting Engineers & Planners
123 N. Oak
SALLISAW, OKLAHOMA 74955
(918)775-7731
harveng@diamondnet.us

CITY OF SALLISAW
SEQUOYAH COUNTY, OKLAHOMA

SANITARY SEWER SYSTEM IMPROVEMENTS
(Locust St / Elm St Sewer Line Replacement)

Rev 2-25-2025

CONTRACTORS BID

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1.	Trench and Excavation Safety System Lump Sum	\$3,600. ⁰⁰
2.	Insurance Lump Sum	\$4,900. ⁰⁰
3.	Traffic Control Lump Sum	\$4,425. ⁰⁰
4.	8" PVC Sewer Pipe (SDR-35) 400 LF @ \$47. ⁰⁰ /LF	\$18,800. ⁰⁰
5.	4" PVC (Sch 40) Service Line 180 LF @ \$83. ⁰⁰ /LF	\$14,940. ⁰⁰
6.	Trenching 0- 6' 260 LF @ \$49. ⁰⁰ /LF	\$12,740. ⁰⁰
7.	Trenching 0- 8' 140 LF @ \$46. ⁰⁰ /LF	\$6,440. ⁰⁰
8.	4' Dia Manhole 0 - 8' 1 EA @ \$6,825. ⁰⁰ /EA	\$6,825. ⁰⁰
9.	Gravel Subgrade 60 CY @ \$111. ⁰⁰ /CY	\$6,660. ⁰⁰
10.	8" x 4" Wye 17 EA @ \$287. ⁰⁰ /EA	\$4,879. ⁰⁰
11.	Gravel Bedding/ Street Cuts 10 CY @ \$232. ⁰⁰ /CY	\$2,320. ⁰⁰

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
12.	Cut & Replace Asphalt Surface 9 SY @ \$400. ⁰⁰ /SY	\$3,600. ⁰⁰
13.	4" PVC Caps 9 EA @ \$129. ⁰⁰ /EA	\$1,161. ⁰⁰
14.	Vacuum Test Manholes 1 EA @ \$1,981. ⁰⁰ /EA	\$1,981. ⁰⁰
15.	Tie over of Existing Manhole 1 EA @ \$2,850. ⁰⁰ /EA	\$2,850. ⁰⁰
16.	Removal & Disposal of Existing Manhole 1 EA @ \$3,231. ⁰⁰ /EA	\$3,231. ⁰⁰
17.	Clearing & Grubbing Lump Sum	\$15,895. ⁰⁰
Total Bid Amount		\$115,247. ⁰⁰

CONTRACTOR: Royal Ridge Construction, LLC

Address: 1220 Commerce Ct.

Fort Smith, AR 72908

Date: March 7th, 2025

Phone No.: 479.719.3341

****30 days to complete the work**

****Bonding is not required**

****Owner will require Insurance for the Project**

**** Bids are due no later than Friday, March 7, 2025 @ 10:00 am**

*******Email Quotes / Bid To harveng@diamondnet.us**

NEEL, HARVELL & ASSOCIATES, P.C.
Consulting Engineers & Planners
123 N. Oak
SALLISAW, OKLAHOMA 74955
(918)775-7731
harveng@diamondnet.us

CITY OF SALLISAW
SEQUOYAH COUNTY, OKLAHOMA

SANITARY SEWER SYSTEM IMPROVEMENTS
(Locust St / Elm St Sewer Line Replacement)

Rev 2-25-2025

CONTRACTORS BID

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1.	Trench and Excavation Safety System Lump Sum	\$ <u>20,000.00</u>
2.	Insurance Lump Sum	\$ <u>42,000.00</u>
3.	Traffic Control Lump Sum	\$ <u>15,000.00</u>
4.	8" PVC Sewer Pipe (SDR-35) 400 LF @ \$ <u>98.75</u> /LF	\$ <u>39,500.00</u>
5.	4" PVC (Sch 40) Service Line 180 LF @ \$ <u>330.00</u> /LF	\$ <u>59,400.00</u>
6.	Trenching 0- 6' 260 LF @ \$ <u>100.00</u> /LF	\$ <u>26,000.00</u>
7.	Trenching 0- 8' 140 LF @ \$ <u>100.00</u> /LF	\$ <u>14,000.00</u>
8.	4' Dia Manhole 0 - 8' 1 EA @ \$ <u>6,500.00</u> /EA	\$ <u>6,500.00</u>
9.	Gravel Subgrade 60 CY @ \$ <u>140.00</u> /CY	\$ <u>8,400.00</u>
10.	8" x 4" Wye 17 EA @ \$ <u>2,600.00</u> /EA	\$ <u>44,200.00</u>
11.	Gravel Bedding/ Street Cuts 10 CY @ \$ <u>120.00</u> /CY	\$ <u>1,200.00</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
12.	Cut & Replace Asphalt Surface 9 SY @ \$ <u>300.00</u> /SY	\$ <u>2,700.00</u>
13.	4" PVC Caps 9 EA @ \$ <u>500.00</u> /EA	\$ <u>2,000.00</u>
14.	Vacuum Test Manholes 1 EA @ \$ <u>3,500.00</u> /EA	\$ <u>5,500.00</u>
15.	Tie over of Existing Manhole 1 EA @ \$ <u>2,500.00</u> /EA	\$ <u>5,500.00</u>
16.	Removal & Disposal of Existing Manhole 1 EA @ \$ <u>2,500.00</u> /EA	\$ <u>2,500.00</u>
17.	Clearing & Grubbing Lump Sum	\$ <u>30,000.00</u>
Total Bid Amount		\$ <u>324,400.00</u>

CONTRACTOR : Patriot Underground Solutions Specialists

Address: 9339 Puddin Ridge Road

Ozark, AR. 72949

Date: March 7, 2025

Phone No.: 803-517-5842

****30 days to complete the work**

****Bonding is not required**

****Owner will require Insurance for the Project**

**** Bids are due no later than Friday, March 7, 2025 @ 10:00 am**

*******Email Quotes / Bid To harveng@diamondnet.us**

CONTRACT

THIS AGREEMENT, made this ____ day of March, 2025 by and between the
City of Sallisaw, Sequoyah County, Oklahoma, herein called "OWNER", acting herein
through its Chairman and Jim Bray Plumbing a corporation of
Greenwood, County of Sebastian, and State of Arkansas, hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby
agrees with the OWNER to commence and complete the construction described as follows:

Sanitary Sewer System Improvements (Locust St / Elm St Sewer Line Replacement)

hereinafter called the "PROJECT", for the sum of Eighty Four Thousand Three Hundred
Seventy Seven & 00/100 (\$ 84,377.00) and all extra work in connection therewith, under the
terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost
and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence,
labor, insurance, and other accessories and services necessary to complete the said project in
accordance with the conditions and prices stated in the Proposal, the General Conditions and
Supplemental General Conditions of the Contract, the plans, which include all maps, plats, blue
prints, and other drawings and printed or written explanatory matter thereof, the specifications
and contract documents therefor as prepared by the Owner, all of which are made a part hereof
and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this contract within 10
calendar days after the "Notice to Proceed" of the OWNER and to fully complete **Sanitary
Sewer System Improvements within Thirty (30) consecutive calendar days**, thereafter. The
CONTRACTOR further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars
(\$500.00) for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of
the General Conditions.

The CONTRACTOR further agrees to warrant all workmanship and materials on the
project for a period of one (1) year after acceptance by the OWNER against any and all defects in
workmanship and materials.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

The Contract cannot be assigned without written consent of the OWNER.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

City of Sallisaw

By: _____
Ernie Martens , Mayor

ATTEST:

City Clerk

Witness

CONTRACTOR - Jim Bray Plumbing.

By: _____

Owner: Larry Williams

ATTEST:

Secretary

Witness

The term "Contract Documents" means and includes the following:

- (A) ~~ADVERTISEMENT FOR BIDS~~
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) ~~BID BOND~~
- (E) CONTRACT
- (F) ~~GENERAL CONDITIONS~~
- (G) ~~SUPPLEMENTAL GENERAL CONDITIONS~~
- (H) ~~STATUTORY BOND~~
- (I) ~~PERFORMANCE BOND~~
- (J) NOTICE OF AWARD
- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) DRAWINGS prepared by Neel, Harvell & Assoc., P.C. numbered 1 through 4
and dated: February 2025
- (N) SPECIFICATIONS prepared or issued by Neel, Harvell & Associates, P.C.,
dated: February 2025
- (O) ADDENDA:

No.	_____	, dated	_____	_____
	_____	,	_____	_____
	_____	,	_____	_____
	_____	,	_____	_____

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Dog Park Project

ITEM TITLE: Discussion and possible action on items related to the Dog Park Project

INITIATOR: Grant Specialist

STAFF INFORMATION SOURCE: Grant Specialist
Quotes

BACKGROUND: The City of Sallisaw was awarded a \$50,000 grant from the T-Mobile Hometown grant program to create a Dog Park at McGee Park.

Happy Playgrounds is a single source vendor that can provide dog park equipment and installation. The city has a good standing relationship with this vendor and has been very satisfied with the work they have done with us in the past (Brushy playground, Splash Pad, etc.) The quote from Happy Playgrounds came in at \$35,383.00. Equipment included in that quote is for small and large dog areas with features such as ramps, jumps, doggie waste cans, two water fountains, etc. Happy Playgrounds will install all equipment, besides the water fountains, leaving that for city staff to install.

We requested three quotes but only received one in the amount of \$13,298.22 from Modern Fencing. The fencing is for a 72-inch black vinyl-coated chain link that is 6 feet in height.

Making the total cost \$48,681.22.

EXHIBITS: 1. Dog Park Quote_Redacted

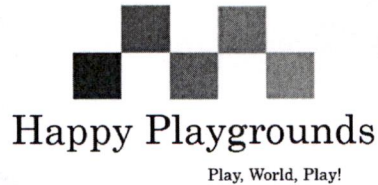
KEY ISSUES: NA

FUNDING SOURCE: T-Moible Grant - \$50,000.00

RECOMMENDATION:

- a. Approval of Purchase Order No. 104669 in the amount of \$35,383.00.
- b. Approval of Purchase Order No. 104671 in the amount of \$13,298.22

Happy Playgrounds, LLC
8601 South Oxford Avenue
Tulsa, OK 74137
(918) 851-9518
kelli.collins@happyplaygrounds.com



Certified Woman Owned Small Business
Native American Owned:
TERO and CESO certified

City of Sallisaw
Attention: Randy Sizemore
115 E. Choctaw
Sallisaw, OK 74955

Quote # 5423-0
Quote Date 02-25-2025
Quote Amount \$35,383.00

Item	Quantity	UOM	Description	Color	Unit Price	Total
BARK-CMBKIT	1.0	EA	BARK PARK COMBINATION KIT, NATURAL. INCLUDES (6) ACTIVITIES FOR SMALL DOGS, AND (6) ACTIVITIES FOR LARGE DOGS.		\$16,330.00	\$16,330.00
PBARK-499	2.0	EA	BARK PARK ADA HUMAN AND DOG FOUNTAIN		\$6,899.00	\$13,798.00
FREIGHT	1.0	EA	FREIGHT		\$1,175.00	\$1,175.00
LABOR	1.0	EA	OFFLOAD, ASSEMBLE, AND INSTALL DOG PARK EQUIPMENT * DOES NOT INCLUDE INSTALLATION OF WATER FOUNTAIN *		\$4,080.00	\$4,080.00

Signature/Date

Sub Total \$35,383.00
Tax \$0.00
Quote Amount \$35,383.00

Thank you for doing business with
Happy Playgrounds, LLC



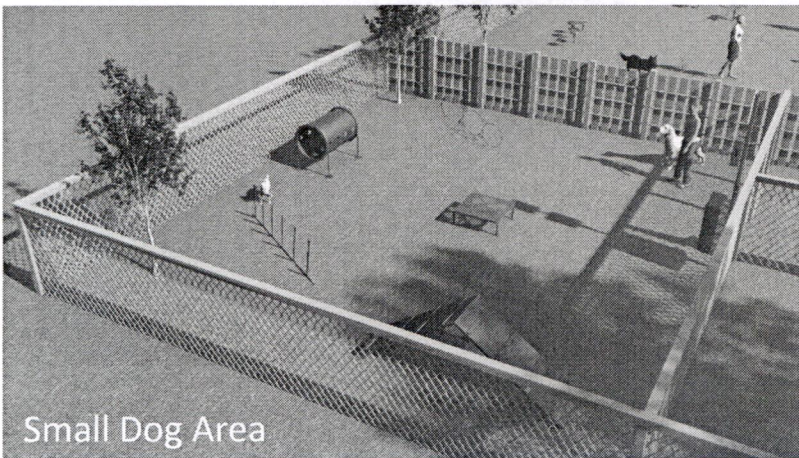
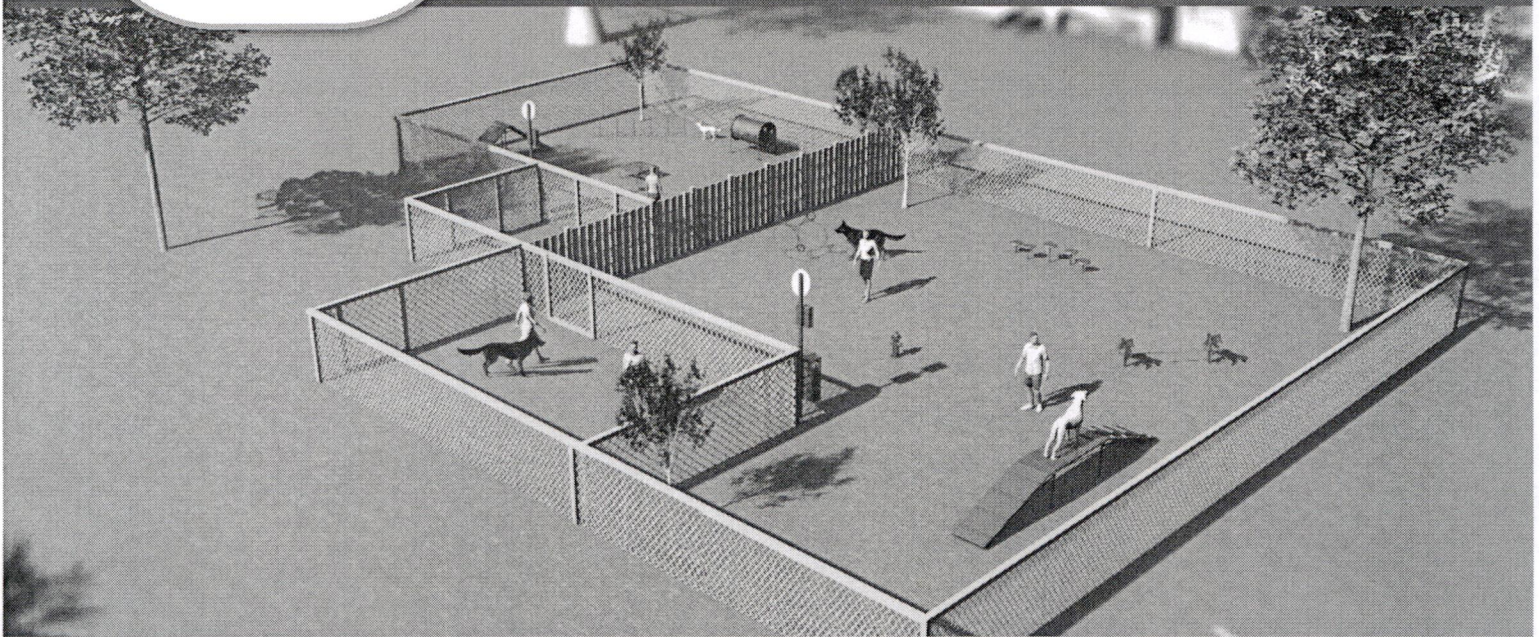
Receipt & Storage of Product:

Unless agreed upon ahead of time, the customer is responsible for unloading product from the truck and checking the bill of lading for missing equipment and/or damages. Please check deliveries carefully. Anything missing or damaged should be noted on the bill of lading when signing for the shipment. Photographs of damaged equipment should be taken and forwarded to us.

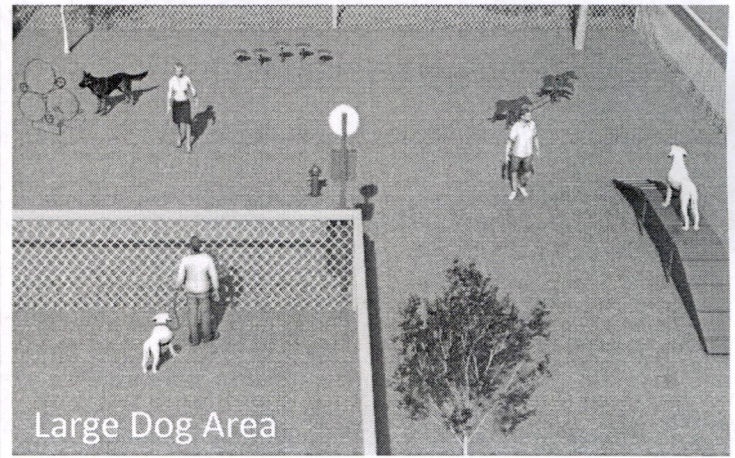
Installation:

Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.

Combination Course



Small Dog Area

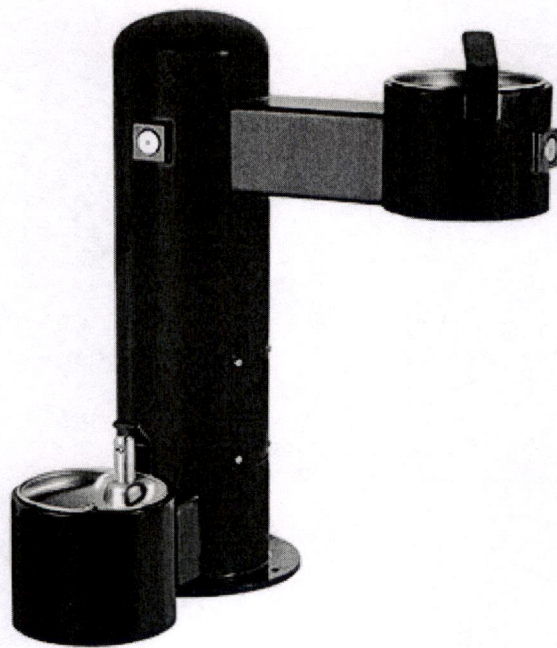


Large Dog Area

BarkPark's Combination Course is the perfect solution for parks planning to have a large and small dog area, this course includes products to fit in both spaces and you can rest easy knowing the products have been hand picked by the experts

- Featuring six (6) agility activities specially selected for small dogs and six (6) activities selected for larger dogs
- Available in Playful or Natural color options
- Inground or surface mount

Part #	Description	Color Options
BARK-CMBKIT	Combination Course (inground mount)	Playful or Natural
BARK-CMBKITSM	Combination Course (surface mount)	Playful or Natural




STERN-WILLIAMS CO., Inc.

P.O. BOX 8004 • SHAWNEE MISSION, KANSAS 66208-0004
913-362-5635 • FAX 913-362-6689 • www.sternwilliams.com

DRINKING FOUNTAIN SPECIFICATIONS
MODEL: #5400

TYPE: Handicap accessible, meeting current ADA requirements

PEDESTAL: 10-3/4" diameter steel pipe with 3/16" wall.

ARM: 3/16" sheet steel arm projecting 20" from the pedestal.

RECEPTOR: 18 gauge stainless steel with chrome plated brass drain plug.

BUBBLER: Chrome plated brass, located to receptor with vandal resistant steel guard.

VALVE: Chrome plated brass push button assembly recessed in 1/2" steel plate with adjustable flow regulating valve.

MOUNTING: Surface. 1/2" thick 15-1/4" o.d. base support plate with four (4) bolt holes.

WASTE: 1-1/4" schedule 40 PVC.

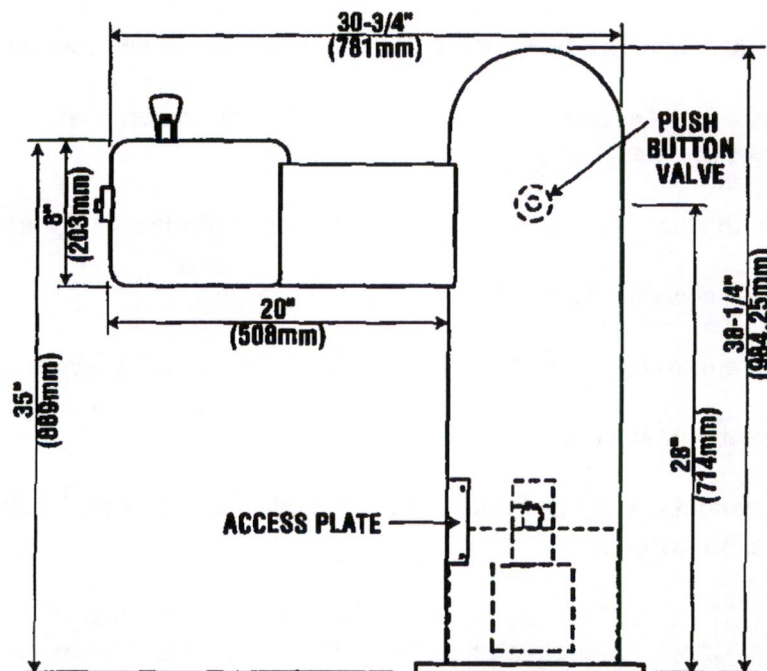
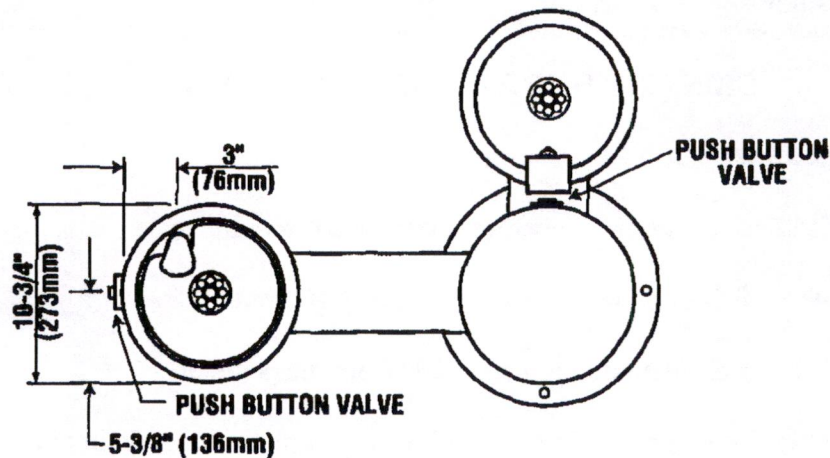
SUPPLY: 1/2" reinforced vinyl tubing with 1/2" IPS hook-up and stainless steel fittings.

FINISH: Polyester powder coat.

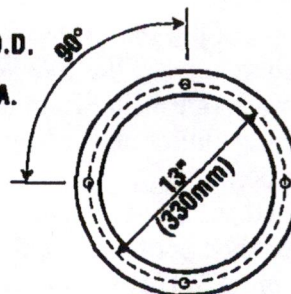
COLOR: Woodland Green. Optional colors: red, blue, dark bronze, black, silver, sand, yellow, orange, and white.

- OPTIONS:**
- 31 1/2" self-closing hose bibb (n/a with FP fountains)
 - 32 1/2" compression type hose bibb with standard hose connection and vacuum breaker (n/a with FP fountains)
 - 32-VP same as above, with key operated shroud (n/a with FP fountains)
 - 34 frost-proof jug filler (n/a with standard fountains)
 - 36 push button jug filler (n/a with FP fountains)
 - 37 foot wash (n/a with FP fountains)
 - 76 matching chiller unit (n/a with FP fountains)
 - 85 valve box
 - 90 attached pet fountain (n/a with FP fountains)
 - 90-FP attached pet fountain, for FP fountains
 - FP frost proof valve system (must use frost proof accessories)
 - SS stainless steel finish

STERN

WILLIAMS DIMENSIONAL INFORMATION**MODEL 5400-90****MODEL 5400-90****All-Purpose Drinking Fountain with attached Pet Fountain****Mounting: Surface**

**NOTE: FOUR 1/2" O.D.
MOUNTING BOLTS
SPACED ON 13" DIA.
BY OTHERS**



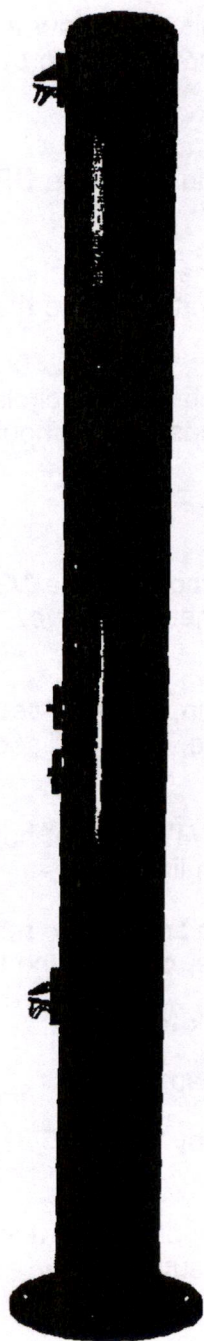
**NOTE: THESE ROUGH-IN DIMENSIONS
MAY VARY 1/2" (13 mm) PLUS OR MINUS**

Note: All dimensions subject to manufacturing variance of plus or minus 1/4" (6 MM).

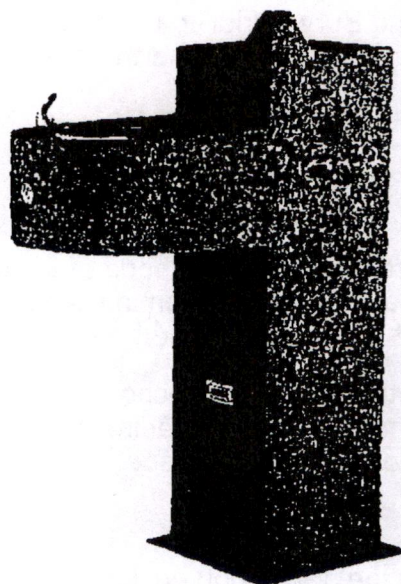
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INSTALLATION MANUAL

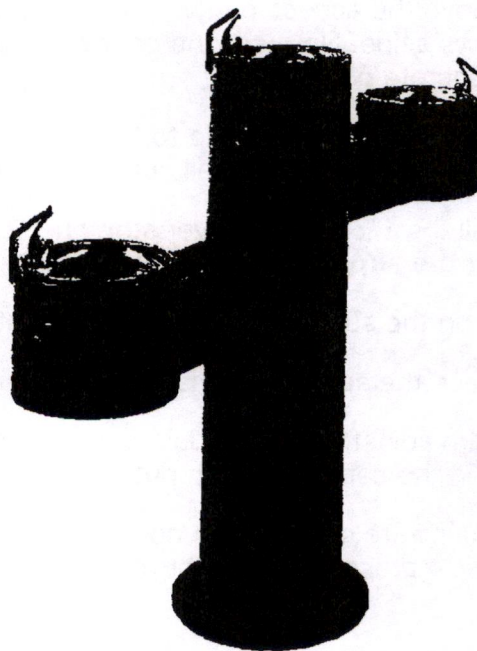
For Outdoor Water Products



Model 6200



ADF-3701-C



Model 5925

Return the Manual to Owner for Future Reference

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INSTALLATION INSTRUCTIONS FOR PEDESTAL DRINKING FOUNTAINS**BASIC INSTALLATION**

1. Surface Mount - Prior to pouring concrete pad, stub up the 1-1/4" threaded I.P.S. galvanized waste and 1/2" supply pipe to a height of approximately 4 to 6" above finished pad.

In Ground Bury - Prior to pouring concrete, place unit 14" below the surface. Pour a 4" thick concrete pad around the steel supports that are welded to the pedestal.

NOTE: **Be sure to center waste.**

2. To insure proper fountain placement, we recommend using the OPTIONAL mounting plate for the appropriate model (see catalog).

There are two other methods of installing the fasteners for anchoring the fountain in place. Care must be taken in both methods to accurately locate the fasteners. Use either of the following methods:

- a. Locate and secure anchor bolts equally spaced on the bolt circle or plate and equal distant from the centerline of the waste pipe. These bolts should protrude 1-1/4" above the finished grade.

OR

- b. After the slab is poured, locate and drill holes to accommodate 1/2" female thread expansion type concrete anchors. Locate as in method above.
3. Remove the access panels from the drinking fountain, carefully setting them and cap screws aside. Now set the pedestal fountain in place, level and secure mounting plate to concrete pad.
4. Install 1-1/4" waste nipple to the waste stub, put 1-1/4" slip joint nuts and washers on this waste line. Tighten all connections on the waste line.
5. Install the 1/2" screwdriver stop on 1/2" supply pipe and before reinstalling the tubing, **flush the supply line thoroughly**. After this is done, connect the tubing to the stop.
6. Turn on the supply at the screwdriver stop and check for leaks.
7. Replace the access panels with the stainless steel cap screws.
8. Stream adjustment, if required, can be done simply by using a 5/32" Hex wrench in to hole in the center of push button.

These fountains are designed to operate on 30 psi to 80 psi pressure. If inlet pressure is above 80 psi, a pressure regulator must be installed in the supply line.

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**MODELS SW-PBFP, DW-PBFP2, and TW-PBFP
UNDER GROUND FREEZE-PROOF VALVE ASSEMBLY**

Placement: These units were designed to be installed with pedestal drinking fountains that may be exposed to temperatures below 32 degrees Fahrenheit (F). Contact your local state environmental office for questions on specific drainage code requirements.

Supply: 1/2" NPT with a minimum pressure of 30 PSI, maximum of 80 PSI. If inlet pressure is above 80 PSI, a pressure regulator should be installed in the supply line.

Plumbing requirements: Inlet 1/2" NPT male Waste 1-1/4" O.D. tailpiece

INSTALLATION INSTRUCTIONS

1. Excavate the site for 1/2" supply and 1-1/4" waste connections. The pit must be of a depth to allow for 8 to 12 cubic feet of drainage gravel and the entire plastic casing assembly.
2. Determine the frost line for the region. See the frost proof table on page 5 for appropriate casing assembly pit depths. The bottom portion of the casing assembly pipe should be cut to a length of not less than 28".
3. Connect the supply tubing to the inlet. Be sure that this connection is lower than the regional frost line.
4. Position the 8" schedule 35 plastic pipe in the pit as illustrated on page 5. Apply a plastic adhesive to connect the "Y" fitting to this pipe.
5. With the metal rod provided, bring the supply to the top of the casing. **Always flush the supply line** to remove any particles that may damage the assembly.
6. Lower the complete valve assembly inside of the casing assembly with metal rod provided. While lowering the assembly, be sure to allow the self-coiling supply line to coil below the valve and check for any twists or kinks.
7. Place the cap on the casing assembly. The pit can now be filled.
8. For surface mount installations, locate the fountain anchors in the proper position as illustrated on the inclosed fountain dimensional information sheet.
9. Pour the concrete pad, taking note to allow a 6" sleeve to accommodate both the waste line and the valve arm assembly. After pad has been allowed to dry, position the surface mount fountain on the pad and secure with bolts.
10. Remove the valve assembly from the casing. From the fountain with the supply line connected to the bubbler, insert the supply tubing in the cap hole of the casing arm. From the top of the main casing, pull the tubing to ground level.
11. Cut the supply tubing to a length that will enable the tubing to extend to the base of the casing assembly.

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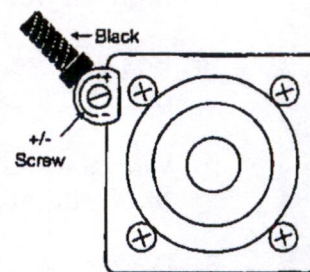
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12. Install the fountain waste line as illustrated on page 5.
13. From the air valve, insert the two sections of 1/8" tubing, (**One Black and One Clear**), through the casing arm. With the compression nut provided, attach the black tubing to the push button assembly on the fountain. Attach the clear segment of 1/8" tubing to the black tubing with tape so that it is open ended and allowed to breathe above the ground, inside the pedestal. Note: the clear tubing is an atmospheric vent and has no connection at the surface.
14. Open the shut off valve #2378 with 5/16" hex in the center, (see page 8), and test the fountain for leaks by hand activating the push button.
15. Using the metal rod provided, insert the air valve assembly into the casing assembly. Perform the water test again to check for proper flow. Improper flow can be caused by kinked supply or airlines.
16. Before replacing the valve box cover (supplied by others), check for proper drainage back to the gravel pit below the casing assembly.
17. Failure to comply with the manufactures minimum Valve and Casing assembly requirements will VOID manufactures warranty.

INSTALLATION INSTRUCTIONS FOR OUTDOOR SHOWERS

1. Mounting and supply line plumbing is the same as Page 2.
2. Shower spray pattern is adjustable by use of a 1/8" allen wrench inserted through spray head orifice. Do not force or adjuster will strip out.
3. The shower valves have a present running time of 60 seconds. They can be adjusted from 0 to 2 minutes. Remove access plate located above push button controls. Insert a small screwdriver in $\pm$ head for desired run time.



(2192)
Shower Air Valve Configuration.
See Page 8 for Fountain Type

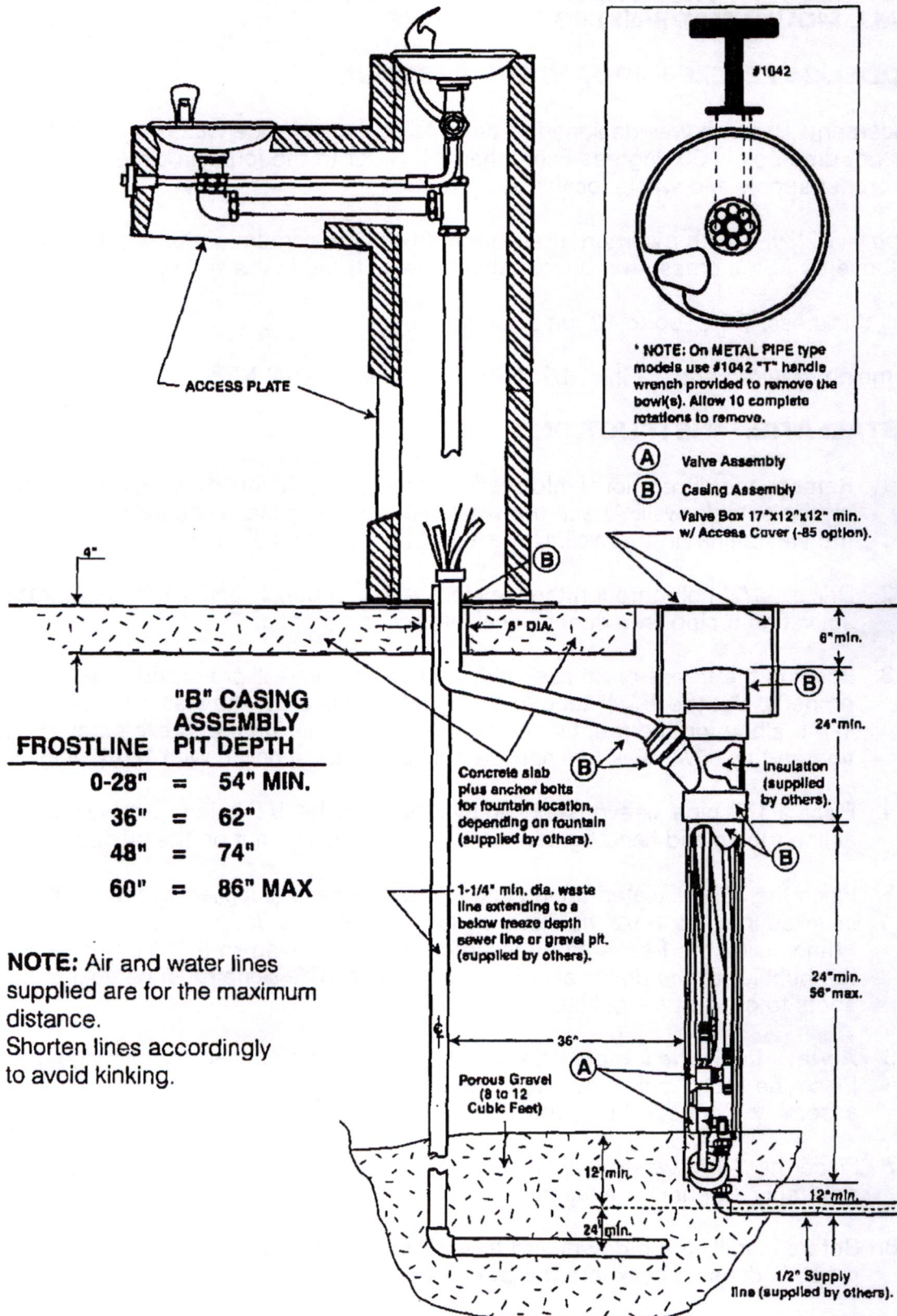
INSTALLATION INSTRUCTIONS FOR WALL-HUNG FOUNTAINS

1. Powder coated metal: 1/2" all threaded rod (4) required for coupling nuts.
2. Stainless steel: Refer to the dimensional information sheet that accompanied the unit for mounting plate or mounting frame detail.
3. Terrazzo and Satinstone: For masonry walls, on mounting bracket provided use 3/8" bolts secured to tap in wall anchors, For non masonry walls, provide adequate wall support for wall plate or support carrier (**optional**).

CAUTION: Do not over tighten mounting bolts. This may result in damage to the unit and void the warranty.

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**INSTALLATION WITH FREEZE-PROOF VALVE ON
WALL MOUNTED DRINKING FOUNTAINS****MODEL-24 FREEZE-PROOF VALVE ASSEMBLY**

Placement: This unit was designed to be installed on an inside wall where the temperature will not drop below 50 degrees Fahrenheit (F). Refer to the fountain dimensional data sheets for proper supply and waste locations.

Supply: 1/2" NPT with minimum pressure of 30 PSI, maximum of 80 PSI. If the inlet pressure is above 80 PSI, a pressure regulator should be installed in the supply line.

Wall thickness: 7-1/2" up to 12" on selected models.

Plumbing requirements: Inlet 1/2" NPT Waste 1-1/4" NPT

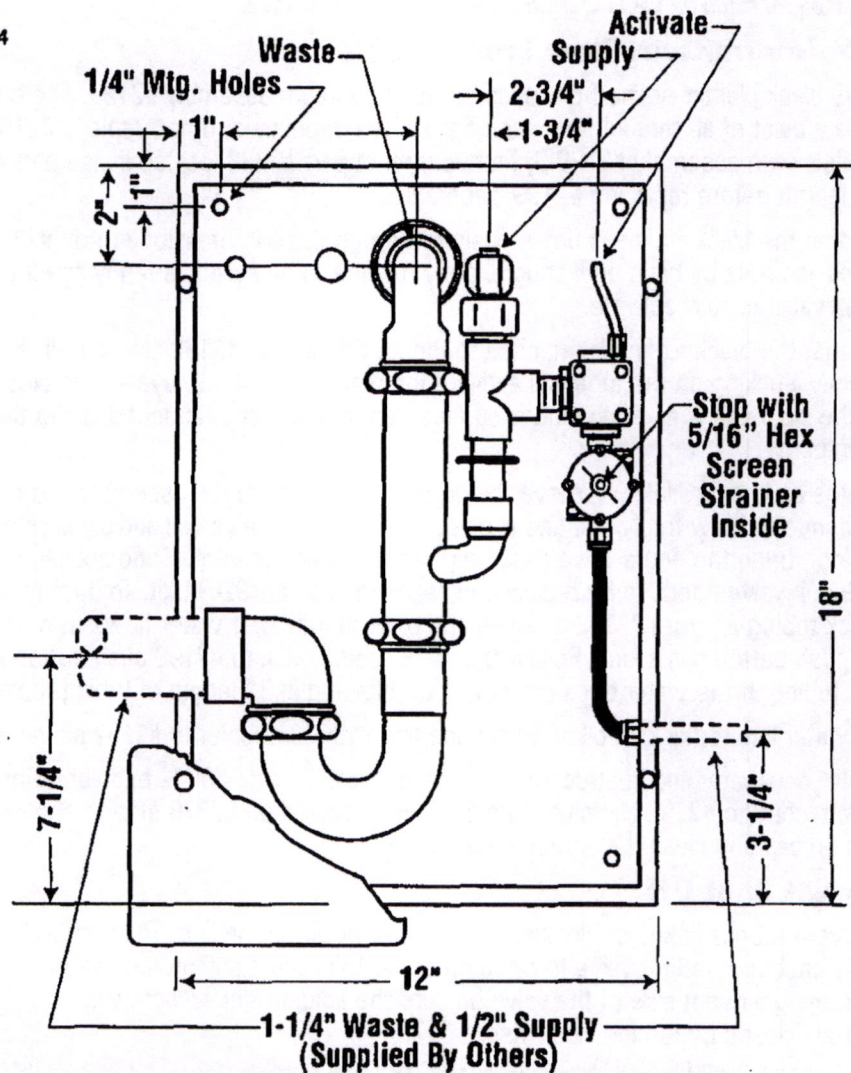
INSTALLATION INSTRUCTIONS

1. Refer to the dimensional information sheet of the fountain for proper mounting height on the outside wall. Attach the waste line to the fountain and indicate the center of the waste line on the wall. Drill a 1-3/4" hole at the indication.
2. Drill a 1-1/2" hole through the wall for the water supply and a 1/2" hole for the airline activation tubing (see dimensional information on page 7).
3. Position the freeze-proof assembly on the wall with all pre-drilled holes lined up properly. Cut the 1-1/4" tube to a length that will allow the waste to connect from the 1-1/4" elbow on the fountain to the 1-1/4" elbow inside the freeze-proof assembly. Fully tighten the 1-1/4" washers and the slip joint nuts supplied with 1-1/4" elbows.
4. Place a 1/8" pipe sleeve (supplied by others) in the 1/2" hole in the wall. Insert the 1/8" airline tubing and hand tighten it to the compression nut on the push button assembly.
5. Place the 3/8" insulated tubing into a 1" pipe sleeve (supplied by others) that was inserted into the 1-1/2" hole in the wall. Connect the 3/8" tubing to the drain valve fitting inside the freeze-proof assembly. Cut the tubing so that a downward slope from the bubbler to the drain valve fitting is created. The slope must be void of any low spots to prevent ice pellets from forming.
6. **Always flush the supply line** to remove any particles that may damage the assembly. Place the 1/2" supply pipe (supplied by others) through the appropriate side of the assembly. Connect the supply pipe to the 1/2" flexible water line.
7. Place the 1-1/4" waste (supplied by others) through the appropriate side of the assembly. Connect the waste to the trap.
8. Before installing the downward facing louver cover, be sure the 3/8" supply line is properly draining back into the freeze proof assembly when push button is deactivated.

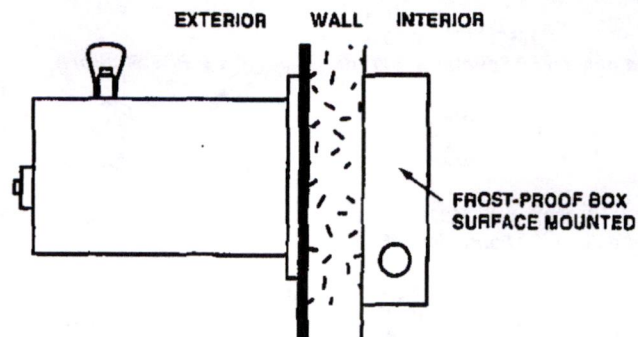
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P.O. Box 8004, Shawnee Mission, KS 66208 USA • 913-362-5635 • FAX 913-362-8689

Model-24



NOTE: Frost-proof cabinet has pre-manufactured holes, so unit can be plumbed from either right side (shown) Or left side.



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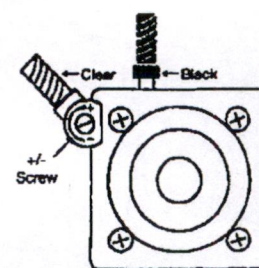
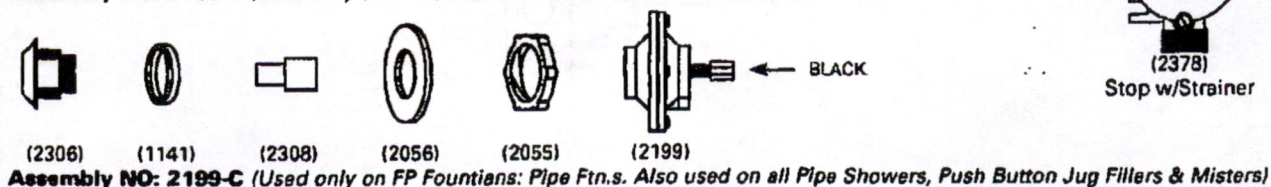
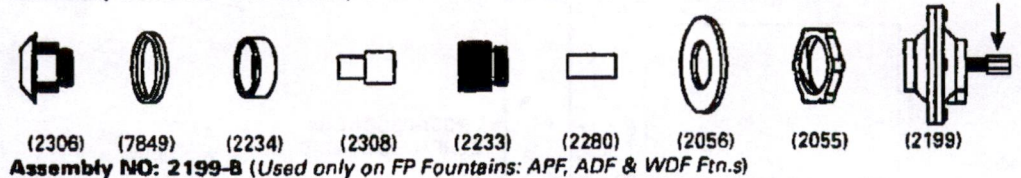
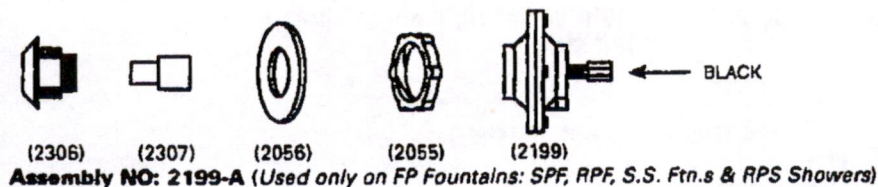
P.O. Box 8004, Shawnee Mission, KS 66208 USA • 913-362-5635 • FAX 913-362-6689

FROST PROOF VALVE TROUBLESHOOTING GUIDE**No Water or Intermittent Flow From Bubbler**

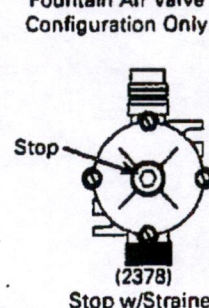
1. Remove black plastic air line from push button diaphragm assembly #2199. The push button should produce a blast of air through the diaphragm when depressed. If not, replace #2199 diaphragm only. Note: for models with assembly #2199-B, first verify that part #2280 located inside part #2233 is a minimum 7/8" in length before replacing #2199 diaphragm.
2. Check that the black air line is firmly pushed through the compression nut on #2199 diaphragm. Tighten compression nuts by hand until snug. Lightly tug line to be sure it is firmly attached. Bleeding air will not allow air valve to fully activate.
3. Check that the black air line is attached to the barb fitting on #2192 air valve. If the line is attached incorrectly, sucking on the tube will activate the water flow. If so, reverse the clear and black air lines. Note: the clear line is an atmospheric surface vent that is left unattached above the ground inside of fountain body.
4. Check the air line for kinks. Remove the black air line from #2199 assembly and blow air in the line. If you can continue to blow freely, the line is open and #2192 air valve will audibly click if you are close enough to it. If not, bring the entire valve assembly to the surface to verify. If no audible clicks, the line has a kink or #2192 air valve needs to be replaced or repaired with #2192-RK kit. To determine which is the case, cut the black tubing 3" from #2192 air valve and blow in tubing. If water flows from the bubbler, the air line to #2199 push button has a kink. Follow the black tubing back to #2199 push button or replace entire length of 1/8" tubing. If the water does not flow after blowing in 3" length of tubing replace or repair air valve.
5. Check water line for kinks. Follow water line from #3002 bubbler to #2192 air valve.
6. Check for any water line obstructions in screen located inside #3002 bubbler or inside #2378 stop/strainer that is attached to #2192 air valve. Turn 5/16" Hex located on #2378 stop to shut water off. Remove 4 screws on cap and clean the screen if necessary.

Water Does Not Shut Off

1. The air vent tube is linked or blocked off by water or dirt in the line. The vent side must be unobstructed for valve to close properly. To prevent any ground-water from entering air vent side of the valve be sure the adjustment +/- screw is completely closed by turning clockwise.
2. Replace #2192 air valve or repair with #2192-RK kit.



(2192)
Fountain Air Valve
Configuration Only



(2378)
Stop w/Strainer

Skylar Fullbright

From: Holliday, JoDell <JoDell.Holliday@T-Mobile.com>
Sent: Thursday, November 14, 2024 11:32 AM
Subject: T-Mobile Hometown Grant - Next Steps



Congratulations on your T-Mobile Hometown Grant! Reminder, please keep it a secret until Thursday, December 12th

Hello my name is JoDell Holliday (Your Captain of FUN!) I will be your main point of contact for everything FUN and assisting with the **planning of your check presentation celebration**. Please give me a call asap at **949-795-4250** (CST) to chat about next steps and to set-up a WebEx call.

On our quick connect we will discuss:

- Scheduling a Webex introduction/informational call for next week (select date(s) and time options (include time zone), as slots do fill up fast) between **Monday, November 18th and Wednesday, November 20th**
 - Please feel free to invite your fun event committee - folks that will be assisting in the Hometown Grant Check Presentation Celebration
- Event/Celebration planning:
 - **Thursday, Dec 12th** will be the National Press Release – we are asking you to keep this a secret (only sharing with the need to knows) – we will discuss on the Webex
 - **Please start thinking about some possible date/time/location options for a T-Mobile Hometown Grant check presentation** to include mayor/city officials, local businesses, **the community**, etc., (this can be a pre-existing community event)
 - Consider dates with a larger audience - if you have a large community event already planned **on, after or day of Press Release**
- Please ensure you have replied to the email request from HometownGrant@T-Mobile.com for requested documents/information – helps to ensure timely check processing

Again Congratulations - Looking forward to working with you!!! I will be your event point of contact and Carrie McIlveen is your primary contact regarding agreement and funds.

JoDell Holliday

Sr Program Manager

SMRA Growth Strategy & Business Planning

T-Mobile

Mobile 949.795.4250 | JoDell.Holliday@T-Mobile.com



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T-Mobile

T-Mobile US, Inc
12920 SE 38th Street
Bellevue, WA 98006-1350

401500005415202511363101

PAGE: 1 of 1

DATE: January 3, 2025
CHECK NUMBER: 11363101
AMOUNT PAID: \$50,300.00

00062 44653 CKS NE 25004 - 0011363101 NNNNNNNNNN 0035100006210 XA48A1 C
CITY OF SALLISAW
115 E CHOCTAW AVE
SALLISAW OK 74955-4629

 **COPY**



Vendor No: 2000029533

Date	Invoice Number	Description	Gross Amount	Deductions	Net Amount
11/27/24	HTG-Q324-018	Hometown Grants for Q3 and FN5GL	\$50,300.00	\$0.00	\$50,300.00
		TOTALS	\$50,300.00	\$0.00	\$50,300.00

 **COPY**

PLEASE DETACH BEFORE DEPOSITING CHECK

T-Mobile

T-Mobile US, Inc
12920 SE 38th Street
Bellevue, WA 98006-1350

PAY TO THE ORDER OF: CITY OF SALLISAW
115 E CHOCTAW AVE
SALLISAW, OK 74955-4629

 **COPY**

CHECK NUMBER 11363101

January 3, 2025

*** VOID AFTER 60 DAYS ***

50-937
213

CHECK AMOUNT

\$50,300.00

EXACTLY *****50,300 DOLLARS AND 00 CENTS

 Security features included. Details on back.

JPMorgan Chase Bank, N.A.
Syracuse, NY


Authorized Signature



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
02/28/2025

PROPOSAL/CONTRACT

Customer Information:

City of Sallisaw
115 E. CHOCTAW
Sallisaw, OK 74955
gbormann@sallisawok.org

Job Information:

Sallisaw Dog Park
George Bormann (918) 315-8605
McGee Park
Sallisaw, OK

Notes:

25036

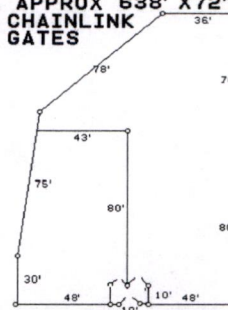
GREG MATLOCK
479-651-7660
GMATLOCK@MODERNFENCE.COM

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.

**INSTALL APPROX 638' X 72" BLACK VINYL
COATED CHAINLINK
W/3 DD GATES**



SALLISAW DOG PARK

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: \$ 13298.22

Down Payment: \$

Balance Due: \$ 13298.22

Customer

Date

Accepted for MODERN FENCE COMPANY:

Salesperson

Date

Skylar Fullbright

From: Greg Matlock <gmatlock@modernfence.com>
Sent: Thursday, February 27, 2025 12:26 PM
To: Skylar Fullbright; George Bormann
Subject: RE: Dog Park Drawing

Perfect, thank you!

From: Skylar Fullbright <sfullbright@sallisawok.org>
Sent: Thursday, February 27, 2025 12:09 PM
To: George Bormann <gbormann@sallisawok.org>; Greg Matlock <gmatlock@modernfence.com>
Subject: RE: Dog Park Drawing

You don't often get email from sfullbright@sallisawok.org. [Learn why this is important](#)

Yes that looks good!

Skylar Fullbright
Grant Specialist
City of Sallisaw/ Sallisaw NOW Coalition
sfullbright@sallisawok.org
918-775-6241 Ext. 111

From: George Bormann <gbormann@sallisawok.org>
Sent: Thursday, February 27, 2025 11:38 AM
To: Greg Matlock <gmatlock@modernfence.com>; Skylar Fullbright <sfullbright@sallisawok.org>
Subject: FW: Dog Park Drawing

Yes sir! Sorry for the confusion.

Skylar,

We'll wait on your approval.

Thanks!

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

From: Greg Matlock <gmatlock@modernfence.com>
Sent: Thursday, February 27, 2025 11:37 AM
To: George Bormann <gbormann@sallisawok.org>
Subject: RE: Dog Park Drawing

More like this?

From: George Bormann <gbormann@sallisawok.org>
Sent: Thursday, February 27, 2025 11:29 AM
To: Greg Matlock <gmatlock@modernfence.com>; Skylar Fullbright <sfullbright@sallisawok.org>
Subject: FW: Dog Park Drawing

Skylar,

What do you think about these dimensions Greg has proposed?

Greg,

Even that's not what we provided, let's square that off on the North end. The layout of the property has caused us to make some weird angles, but we should be able to 90 the two north points.

Thoughts?

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

From: Greg Matlock <gmatlock@modernfence.com>
Sent: Thursday, February 27, 2025 11:21 AM
To: George Bormann <gbormann@sallisawok.org>
Subject: Dog Park Drawing

How do these dimensions look?

Thank you,
Greg Matlock
Modern Fence Company
Cell: 479-651-7660
Office: 479-649-6511

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Skylar Fullbright

From: George Bormann
Sent: Tuesday, March 4, 2025 3:29 PM
To: Skylar Fullbright
Subject: FW: Dog Park Quote
Attachments: Dog Park Fence.png; Dog Park Location.png

As we discussed.

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

From: George Bormann
Sent: Tuesday, February 25, 2025 9:51 AM
To: dwgish0020@gmail.com
Subject: Dog Park Quote

Derik,

Attached is a preliminary rendering for what we need quoted. As we discussed, this will be a 6' black, industrial-strength chain link. The internal portion of the fencing does not have dimensions, but it will be constructed in relatively the same manner as depicted. The location of this project will be at the McGee Park in Sallisaw. Please let me know if you have any questions.

Gratefully,

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

Skylar Fullbright

From: George Bormann
Sent: Tuesday, March 4, 2025 3:29 PM
To: Skylar Fullbright
Subject: FW: REVISED PROPOSAL
Attachments: Dog Park Fence.png; Dog Park Location.png

As we discussed.

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

From: George Bormann
Sent: Tuesday, February 25, 2025 9:45 AM
To: Ace Fence Company Inc. <acefencefortsmith@gmail.com>
Subject: RE: REVISED PROPOSAL

Attached is a preliminary rendering for what we need quoted. As we discussed, this will be a 6' black, industrial-strength chain link. The internal portion of the fencing does not have dimensions, but it will be constructed in relatively the same manner as depicted. The location of this project will be at the McGee Park in Sallisaw. Please let me know if you have any questions.

Gratefully,

George M. Bormann, MPA
Director of Economic Development
City of Sallisaw
Cell: 918-315-8605
Office: 918-775-6241

Ace Fence Co., Inc.
11418 Old Hwy 71
Fort Smith, Ar. 72916
Office 479-646-5306

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AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Board of City Commissioners
Subject: Truck Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 104679, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$36,513.00 for the purchase of one (1) 2025 Chevrolet Colorado for the Meter Reader Services Department

INITIATOR: Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Approval will allow for the purchase of a 2025 pickup truck. This will replace an older model truck. This is state contract pricing.

EXHIBITS: 1. Vance Fleet - PO # 104679 - Agenda Item

KEY ISSUES:

FUNDING SOURCE: #030-802-57701 - MRS Vehicles - \$37,000.00 budgeted

RECOMMENDATION: Approval of Purchase Order No. 104679 in the amount of \$36,513.00.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 2/26/25	Date of Quotation 3/6/25	Date of Quotation
Department Number: 802-Meter Road	Department Number: 802-Meter Road	Department Number:
Vendor Name / Number VANCE Fleet #7100	Vendor Name / Number DUNN ROAD STIGLER #6812	Vendor Name / Number
Address Shauna Ford	Address MATT Reagan	Address
City Guthrie	City Stigler	City
State OK Zip 73044	State OK Zip 74955	State Zip
Phone 405-282-3800	Phone 918-967-3384	Phone
Item (s) (1) ONE 2025 Chevy Colorado CC 4x4 Work Truck w/ 2.7L Turbo Max Engine	Item (s) (1) ONE 2024 Ford Ranger CC 4x4 Work Truck w/ 2.3L Eco Boost	Item (s)
Quantity (1) ONE In Stock	Quantity (1) ONE In Stock	Quantity
Price each \$36,513.00	Price each \$38,959.00	Price each
Est. Freight 0	Est. Freight 0	Est. Freight
Total Cost \$ \$36,513.00 (state Contract)	Total Cost \$ \$38,959.00	Total Cost \$
Quote Expiration Date 15 days	Quote Expiration Date 15 days	Quote Expiration Date
Quotes Obtained By: R. Sizemore	Quotes Obtained By: R. Sizemore	Quotes Obtained By:
GL Budget Line \$37,000 Budgeted 030-802-57701	GL Budget Line \$37,000 Budgeted 030-802-57701	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 104679 3/6/25	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

VANCE CHEVROLET BUICK, GMC OF MIAMI

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



QUOTE

DATE	2/26/2025
QUOTE NUMBER	000Q16431
EXPIRATION DATE	3/10/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

PO NUMBER

SOLD TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

SHIP TO:

City of Sallisaw
Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

Any Questions? Call 405-282-3800
Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	14C43	2025 CHEVROLET COLORADO	\$31,973.00	\$31,973.00
1	4WD/PCQ	4 WHEEL DRIVE w/ SKID PLATES	\$3,995.00	\$3,995.00
1	4WT	WORK TRUCK EQUIPMENT GROUP	\$0.00	\$0.00
1	L3B	ENGINE: 2.7L TURBOMAX	\$0.00	\$0.00
1	MFC	TRANSMISSION: 8 SPEED AUTOMATIC	\$0.00	\$0.00
1	PCU	WT CONVENIENCE PACKAGE II	\$545.00	\$545.00
		-8 Way Power Drivers Seat		
		-Driver Seat Power Lumbar		
		-EZ Lift & Lower Tailgate		
		-StowFlex Tailgate		
		-Locking Cylinder		
1	QHR	TIRES: 255/65R17 ALL SEASON	\$0.00	\$0.00
1	RD6	WHEELS: 17" ULTRA SILVER METALLIC STEEL	\$0.00	\$0.00
1	B30	CARPET FLOOR COVERING	\$0.00	\$0.00
1	C49	REAR WINDOW DEFROSTER	\$0.00	\$0.00
1	K34	CRUISE CONTROL	\$0.00	\$0.00
1	H1T	INTERIOR: JET BLACK, CLOTH FRONT BUCKET SEATS	\$0.00	\$0.00
1	GAZ	EXTERIOR: SUMMIT WHITE	\$0.00	\$0.00
		SubTotal		\$36,513.00

Accepted By: _____

Terms:

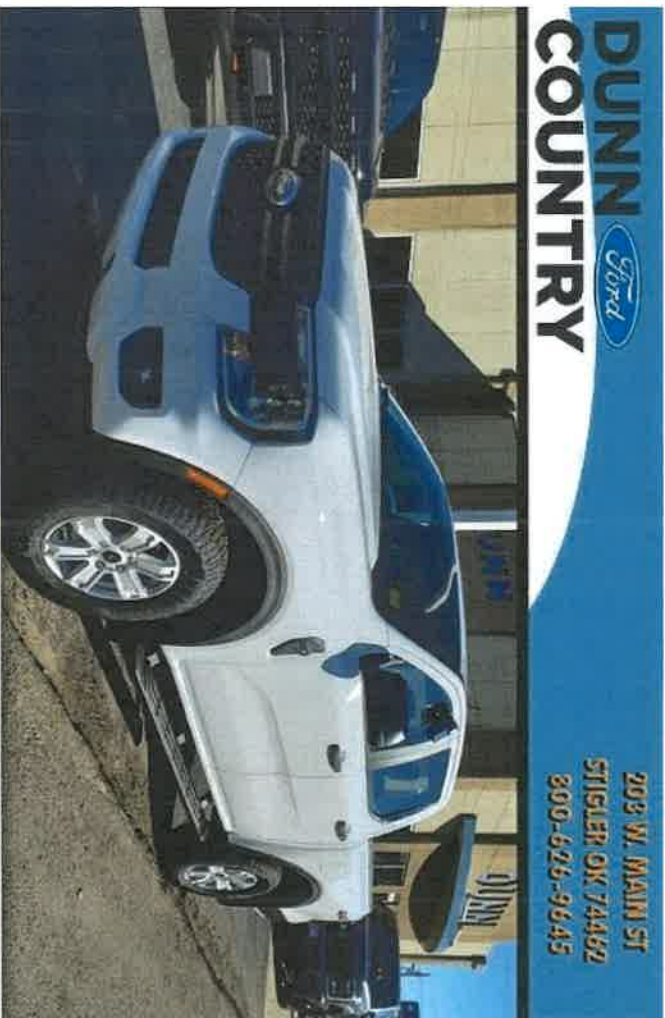
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL	\$36,513.00
TAG/TAXES	\$0.00
TOTAL DUE	\$36,513.00



New 2024 Ford Ranger
XL 4WD SuperCrew 5' Box

MSRP \$41,180

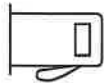


www.dunnfordcompany.com

Specifications

- Stock Number
- VIN
- Vehicle Status
- Exterior
- Interior
- Engine
- Transmission
- 1. 4x4 XL 4dr SuperCrew 5.0 ft. SB
- Cylinders

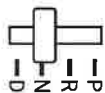
- R1305
- 1FTER4PH4RLE56707
- In Stock
- Oxford White
- Ebony
- 2.3L 4 cyl Turbocharged
- Automatic



FUEL ECONOMY *
20 CITY / 24 HWY



MILEAGE
12 MILES



TRANSMISSION
10-SPEED SHIFTABLE
AUTOMATIC



EXTERIOR COLOR
OXFORD WHITE



INTERIOR COLOR
EBONY



ENGINE DATA
2.3L 4 CYL
TURBOCHARGED

New, Used, Certified, Demo and Courtesy Vehicle Vehicles *Prices do not include costs of closing, including government fees and taxes, any finance charges, dealer documentation fee of \$189 or any emissions testing fees. All prices, specifications and availability subject to change without notice. Contact dealer for most current information.
New, Used, Certified, Demo and Courtesy Vehicle Vehicles MPG estimates on this website are EPA estimates; your actual mileage may vary. For used vehicles, MPG estimates are EPA estimates for the vehicle when it was new. The EPA periodically modifies its MPG calculation methodology; all MPG estimates are based on the methodology in effect when the vehicles were new (please see the EFuel EconomyD portion of the EPADs website for details, including a MPG recalculation tool).
The features and options listed are for the new 2024 Ford Ranger and may not apply to this specific vehicle.

ADMINISTRATIVE REPORTS

Meeting Date:	March 10, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- April 14th - Regular Meeting
- May 12th - Regular Meeting
- May 20th and 21st - Budget Retreat

City Manager Reports:

- AMI Water Meters-on hand; have to do some leg work and information gathering before we are ready to install--approximately June.
- Electric AMI Meters are not scheduled to be available ~~until March 2025~~.
October/November per the original conversations with the contractor indicating a 52 week lead time.
- Drake/Lenington Water Loop (OWRB Grant)-Construction underway. On time
- West Drake water utility has begun and is on schedule.
- Contract amendment with Landfill/USACE advisor was signed and sent to our advisor. We do have a timeline that will hopefully see us with a permit by the fall.
- Pool project is moving along on schedule now due to the winter storms vs being slightly ahead of schedule. City staff will work through staffing and bring that forward during budget season.
- Soccer fields--competing for OWRB development grant which will delay the bid process; however the decision point timing is mid-August to proceed without grant funding and reduce the base bid scope, with a goal of the SYL using the fields next spring.
- Animal Control Ordinance changes are coming. A disconnect in getting the draft out to the working group has caused a delay in the timeline. However, a completed draft is out to the working group for review and comment in April with the new goal of bringing to the Board in May following a broader public feedback period.
- McGee Softball fields--Parks has made some improvements to drainage. We still have dirt work to do once it is dry enough. Lighting will be a longer term project but it has been identified as a need and is on the list.
- Landfill cell is passing the last hurdle to being certified to open...leachate water testing has been sent off, just need final blessing from ODEQ and we will be able to use that cell.
- City Staff is moving into budget season

City Projects:

- LED has been installed and is actively displaying messages.
- "Spruce up Sallisaw" is coming, the last week of March, 24-29. We will be posting fliers with the week's timeline and several additional posters with information for specific

events and sign up info. We will conduct some sidewalk work, participate in Keep Oklahoma Beautiful, rain collection barrel class & equipment, do some park maintenance (not just fields), offer Curbie for our senior citizens, work on some of the tin horns in our residential areas, do some tree work around Brushy Lake, Rock Branch drainage work and Chunk Yur Junk on Saturday.