

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

May 12, 2025

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

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Possible action on minutes of regular meeting of April 14, 2025**
- 4. Discussion and possible action on Renewal of Water Contracts with Rural Water District No. 3, Rural Water District No. 4, and C.D. Water Systems, for the Purchase of Treated Water**
- 5. Discussion and possible action on Scope of Work and Quote from Algonquin Consultants, Inc. in the amount of \$12,450.00 to conduct a Cultural Resource Archaeological Survey of both the landfill expansion area and the stream mitigation area prior to any earthwork or disturbances being done; and approval for Mayor to sign ensuing contract for the same price.**
- 6. Discussion and possible action concerning the proposal from Terra Foundation *in an amount not to exceed \$26,910.00* to design the stream restoration project as a result of USACE's Permittee Responsible**

Mitigation requirements for the expansion of the Landfill and authorize the Mayor to sign the ensuing contract for the *not to exceed* price

- 7. Discussion and possible action on Purchase Order No. 105278, issued to Warren Cat, in the amount of \$210,000.00 for the purchase of one (1) used Caterpillar Model: 725C WT Articulated Truck for the Landfill Department**
- 8. Administrative reports**
- 9. Adjourn**

Posted: May 8, 2025

Time: 5:37 p.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

APRIL 14, 2025

The Sallisaw Municipal Authority met in a regular meeting on April 14, 2025, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; by posting at city hall on April 11, 2025, at 10:00 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Chris Carter, Ben Spyres, Kayle Griffin, George Bormann Travis Buchanan,	General Manager City Attorney Secretary Director of Finance Building Development Director Senior Code Inspector Computer Technician Chief Accountant Economic Development Director Code Enforcement Officer
Others present:	Lynn Adams; Pamela Gay; Philip Gay; Stephanie Six; Michael Hogan; Ray Jacobs; Jeannie Richardson; JW Fleetwood; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:22 p.m.

Declaration of a quorum

A quorum was declared present.

Discussion and possible action on minutes of regular meeting of March 10, 2025

Motion was made by Mendiola, seconded by Bailey, for approval of minutes. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and possible action on Change Order No. 5 in the amount of \$8,654.81 for the Sallisaw Aquatics Facility Project; Hoey Construction Company

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

Discussion and possible action on Contract for Engineering Services with Neel, Harvell and Associates, P.C. for engineering services related to the Sallisaw Solid Waste Landfill Facility - Tier III Modification for the 62-Acre Lateral Expansion of Permitted Boundary - Mitigation Design for the Corp of Engineers WOTUS Jurisdictional Determination

Motion was made by Mendiola, seconded by Bailey, for approval of the agreement. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and possible action on a Sallisaw Waste Disposal Agreement between the Sallisaw Municipal Authority and CARDS River Valley, LLC for a term of one-year

Motion was made by Bailey, seconded by Moody, for approval of Solid Waste Disposal Agreement. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

Administrative reports

None.

Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Approved this 12th day of May 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: May 12, 2025
Board: Sallisaw Municipal Authority
Subject: Water Purchase Contracts

ITEM TITLE: Discussion and possible action on Renewal of Water Contracts with Rural Water District No. 3, Rural Water District No. 4, and C.D. Water Systems, for the Purchase of Treated Water

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The water contract includes a rate increase of 4.5% from \$4.96 to \$5.18.

EXHIBITS:

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

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of water purchase contracts.

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

This contract for the sale and purchase of water is entered into as of the 12th day of **May, 2025** between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **LARRY EMERSON AND STEPHANIE EMERSON d/b/a C. D. WATER SYSTEMS**, hereinafter referred to as the “**SYSTEM**”.

WITNESSETH

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

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

WHEREAS, by motion on the 12th day of May **2025** by the Board of Trustees of the **AUTHORITY**, the sale of water to the **SYSTEM** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, on the _____ day of _____, 2025 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved by the **SYSTEM** and the execution of this contract was duly authorized;

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

THE AUTHORITY AGREES:

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

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

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

THE SYSTEM AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than due date listed on the statement. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.

- a. First 375,000 gallons per month - **\$5.18** per thousand gallons. This charge for water is based on anticipated cost and if cost exceeds this amount, the **AUTHORITY** shall have the right to renegotiate the contract.
- b. If water loss for any given month exceeds 25%, the District will be assessed an additional charge of \$ 0.35 per thousand gallons.
- c. The **SYSTEM** agrees that for any water used in excess of the amount set forth above, the **SYSTEM** will pay to the **AUTHORITY** a charge of **\$5.46** per thousand gallons for all water used over the gallon limit allowed.
- d. The **SYSTEM** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
- e. The **SYSTEM** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

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

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

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

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

1. (Term of Contract) This contract shall be for a period beginning July 1, 2025 and ending June 30, 2026 at the termination of which the **AUTHORITY** and the **SYSTEM** may renegotiate.

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

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

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

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

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

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

C.D. WATER SYSTEMS

By: _____
OWNER

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

This contract for the sale and purchase of water is entered into as of the 12th day of May, 2025, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER DISTRICT NO. 3**, hereinafter referred to as the “**DISTRICT**”.

WITNESSETH

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

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

WHEREAS, by motion on the _____ day of _____ 2025, by the Board of Trustees of the **AUTHORITY**, the sale of water to the **DISTRICT** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, by motion of the Board of Directors of the **DISTRICT**, enacted on the _____ day of _____, 2025 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved and the execution of this contract by the Chairman, and attested by the Secretary, was duly authorized;

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

THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the **DISTRICT**, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be requested by the **DISTRICT**.

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

or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the **AUTHORITY** from this provision for such reasonable period of time as may be necessary to restore service.

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

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

THE DISTRICT AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than due date listed on the statement. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.

- a. First 14,000,000 gallons per month - **\$5.18** per thousand gallons. This charge for water is based on anticipated cost and if cost exceeds this amount, the **AUTHORITY** shall have the right to renegotiate the contract.
- b. The **DISTRICT** agrees that for any water used in excess of the amount set forth above, the 14,000,000 gallons per month. The **DISTRICT** will pay to the **AUTHORITY** a charge of **\$5.46** per thousand gallons for all water used over the gallon limit allowed.
- c. The **DISTRICT** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
- d. The **DISTRICT** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

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

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

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

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

1. (Term of Contract) This contract shall be for a period of one (1) year beginning July 1, 2025, and ending June 30, 2026, at the termination of which the **AUTHORITY** and the **DISTRICT** may renegotiate.

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

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

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

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

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

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

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

Approved as to form:

Jordan Pace, City Attorney

RURAL WATER DISTRICT NO. 3

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

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

This contract for the sale and purchase of water is entered into as of the 12th day of May, 2025, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER DISTRICT NO. 4** hereinafter referred to as the “**DISTRICT**”.

WITNESSETH

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

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

WHEREAS, by motion on the 12th day of May, 2025 by the Board of Trustees of the **AUTHORITY**, the sale of water to the **DISTRICT** in accordance with the provisions of the said motion was approved, and the execution of this contract carrying out the said motion by the chairman of the Board of Trustees and attested by the Secretary was duly authorized, and

WHEREAS, by motion of the Board of Directors of the **DISTRICT**, enacted on the _____ day of _____, 2025 the purchase of water from the **AUTHORITY** in accordance with the terms set forth in the said motion was approved and the execution of this contract by the Chairman, and attested by the Secretary, was duly authorized.

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

THE AUTHORITY AGREES:

1. (Quality and Quantity) To furnish the **DISTRICT**, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be requested by the **DISTRICT**.
2. (Point of Delivery and Pressure) That water will be furnished at a reasonable constant normal pressure calculated at 40 psi from an existing eight-inch main supply at a master meter located approximately 1,950 feet south of the north section line of Section 19, Township 11 North, Range 24 East, Sequoyah County on Highway 59 south of Sallisaw on the west side of Highway 59. If a greater

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

3. (Billing Procedure) To furnish the Chairman of the **DISTRICT**, at Sallisaw, Oklahoma, not later than the 15th day of each month, with a statement of the amount of water furnished the **DISTRICT**.
4. (Master Meter) The **DISTRICT** may calibrate the master water meter to determine its accuracy, and if by such test the previous readings of the reader shall be disclosed to be inaccurate, previous billings shall be corrected for the six months period immediately prior to such test in accordance with the percentage of inaccuracy determined over 2%. If the meter fails to register for any period, the amount of water furnished during such period shall be estimated by the water department of the **AUTHORITY**, taking into account previous billings for the twelve (12) month period immediately prior thereto. The master metering equipment shall be read by the **AUTHORITY** monthly.

THE DISTRICT AGREES:

1. (Rates and Payment Date) To pay the **AUTHORITY** not later than the due date listed on the statement. The amount of water used to be determined by the reading of a master meter to be provided and installed by the **AUTHORITY** and the following rates to be applied to this gross amount.
 - a. First 14,000,000 gallons per month - **\$5.18** per thousand gallons. This charge for water is based on anticipated cost, and if cost exceeds this amount the **AUTHORITY** shall have the right to renegotiate the contract.
 - b. The **DISTRICT** agrees that for any water used in excess of the amount set forth above, the **DISTRICT** will pay the **AUTHORITY** a charge of **\$5.46** per thousand gallons for all water used over the gallon limit allowed.
 - c. The **DISTRICT** agrees to pay any temporary surcharge, which is assessed by the **AUTHORITY** to its other customers, as part of an approved water conservation program.
 - d. The **DISTRICT** agrees to pay additional rate increases if the **AUTHORITY** increases rates for other water customers during the term of this agreement.

2. If payment for said water is not made within 30 days after receipt of said statement, the **AUTHORITY** may, at its option and upon ten (10) day notice by registered letter to the office of the **DISTRICT**, discontinue the furnishing and sale of water to the **DISTRICT**. Upon failure to pay for said water within such 30-day period, the **AUTHORITY** may institute legal action to enforce collection of any such amount due and the **DISTRICT** agrees to pay for all expenses of suit, including a reasonable attorney's fee.
3. The **DISTRICT** agrees to provide to the **AUTHORITY** a monthly report showing water loss for the previous month. This report is to be submitted with payment. **The District agrees to take reasonable action to maintain its system to minimize water loss.**
4. The **DISTRICT** agrees to abide by and strictly enforce all water conservation measures as mandated by the **AUTHORITY**.

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

1. (Term of Contract) This contract shall be for a period of one (1) year beginning July 1, 2025, and ending June 30, 2026, at the termination of which the **AUTHORITY** and the **DISTRICT** may renegotiate.
2. It is further agreed that the **DISTRICT** may not sell water to any other District without written consent of the **AUTHORITY**.
3. (Failure to Deliver) That the **AUTHORITY** will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the **DISTRICT** with quantities of water required by the **DISTRICT**. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the **AUTHORITY** is otherwise diminished over an extended period of time, the supply of water to **DISTRICT** consumers shall be reduced or diminished. The **AUTHORITY** shall retain first right and priority to the availability of its water.
4. (Regulatory Agencies) That this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Oklahoma and the **AUTHORITY** and **DISTRICT** will collaborate in obtaining such permits, certificates or the like, as may be required to comply therewith.
5. The **DISTRICT** hereby agrees to hold the **AUTHORITY** harmless from any and all actions, claims, demands or judgments arising from the maintenance, upkeep or operation of their respective distribution equipment and facilities and to defend at their expense all such actions whereby the **AUTHORITY** may be named as a party.

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

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

SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman of the Board of Trustees

ATTEST:

Secretary

(SEAL)

Approved to form:

City Attorney

RURAL WATER DISTRICT NO. 4

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: May 12, 2025
Board: Sallisaw Municipal Authority
Subject: Archaeological

ITEM TITLE: Discussion and possible action on Scope of Work and Quote from Algonquin Consultants, Inc. in the amount of \$12,450.00 to conduct a Cultural Resource Archaeological Survey of both the landfill expansion area and the stream mitigation area prior to any earthwork or disturbances being done; and approval for Mayor to sign ensuing contract for the same price.

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: The survey is intended to fulfill USACE permit requirements and will be conducted in two phases. The initial phase will be a cultural resource survey of the 62-acre privately-owned parcel that will contain the landfill expansion. The second phase will be a survey of a proposed 54-acre Permittee Responsible Mitigation (PRM) area.
Other Quotes:

- Civil & Environmental Consultants, Inc. - \$39,837
- Cultural Resource Analysts, Inc. - \$22,056
- Search, Inc. - \$29,005

EXHIBITS: 1. Algonquin arch'l survey proposal - Sallisaw Landfill Expansion (1)
2. Sallisaw CR Proposal Summary_20250417

KEY ISSUES:

FUNDING SOURCE: #092-504-57703 - Landfill Expansion

RECOMMENDATION: Approval of Scope of Work and Quote in the amount of \$12,450.00 and authorize Mayor to sign necessary documents.



ALGONQUIN CONSULTANTS, INC. – SCOPE OF WORK & QUOTE Sallisaw Landfill Expansion Project

Project: The proposed project is landfill expansion and related tasks for the City of Sallisaw, Sequoyah County, Oklahoma.

Purpose of Archaeological

Survey: The Survey, intended to fulfill USACE permit requirements, will be conducted in two phases. The initial phase will be a survey of the 62-acre privately-owned parcel that will contain the Landfill Expansion Area.

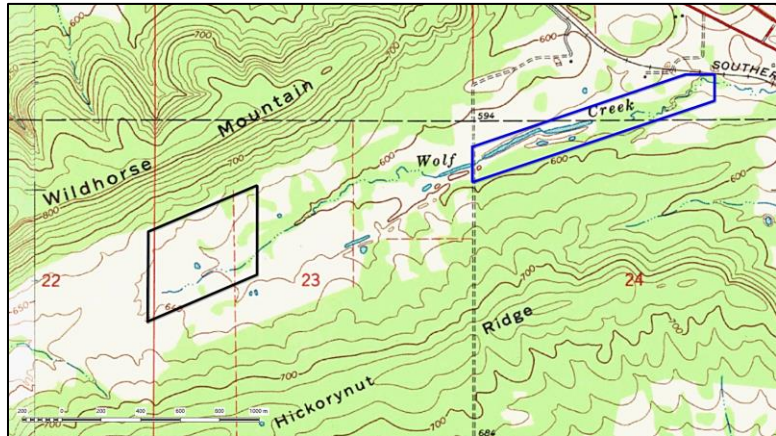


Figure 1. Proposed landfill expansion (black polygon) to the west of proposed PRM Area (blue polygon).

The second phase will be a survey of a proposed 54-acre Permittee Responsible Mitigation (PRM) area; costs for these two phases are presented below. The location of the Landfill Expansion Area has been determined and is shown in Figure 1, above. The location of the PRM area has not been definitively determined, although a 54-acre area just to the east of the Landfill Expansion Area has been proposed (also shown in Figure 1).

Description of Project Area: The Landfill Expansion Area and the PRM Area lie along the Wolf Creek valley, in Sections 22 and 23 (Landfill Expansion Area), and Sections 13 and 24 (PRM Area) of Township 11 North, Range 24 East of the Indian Meridian.

Technical Scope, Archaeological Survey: The archaeological survey of the Landfill Expansion Area (and the PRM Area, when a location for that has been decided and if USACE requires a survey of it) will be performed in accordance with the level of effort that is expected by the US Army Corps of Engineers, Tulsa District (USACE-Tulsa), the Oklahoma State Historic Preservation Office (SHPO), and the Oklahoma Archeological Survey (OAS). The survey will satisfy the requirements of the National Historic Preservation Act (54 USC 300101 et seq.), especially Section 106 of that Act (54 USC 306108). The survey also will be conducted in compliance with other federal guidelines for cultural resources investigations (NPS 1983a, 1983b). Algonquin will engage with Call Okie or other utility agencies, at the client's request, and make certain that any existing utilities are marked prior to survey, in the event such marking is necessary.

Field work will be preceded by the required background research and archival literature review. Site files and information from previous survey efforts in the general vicinity will be examined at OAS, and digital versions of archival maps, historical aeriels, and related records will be inspected online. Deed research at the County courthouse will be conducted if a historic site at least 45-50 years old is discovered, as per SHPO requirements.



The Class III (survey) field work level of effort will include both visual inspection of the ground's surface *and* shovel tests excavated in a 30-m interval grid in undisturbed areas, where surface visibility is poor (<30%). Shovel test and visual survey will satisfy current USACE-Tulsa survey guidelines.

The estimated total number of shovel tests at a 30-m interval across the 62 acres of the Landfill Expansion Area is estimated at between 250-300, including any additional shovel tests that may be required in order to define the lateral extent of any sites encountered. The survey will require 3-4 days of effort with a crew of 3-5 people to conduct visual recon, excavate and screen shovel tests, log information, and record and assess any cultural resources discovered in the Landfill Expansion Area.

Shovel test intervals may be expanded where modern disturbance is evident, in areas of standing water, or where slopes are greater than 30 percent. Shovel test intervals will be contracted in order to refine the boundaries of any site found during shovel testing. Shovel tests will be excavated in 10-cm levels 20 cm into culturally sterile subsoil whenever possible, or to maximum depths of ca. 70 cm below surface. All shovel test fill will be screened through 6.44-mm mesh by level. GPS points will be obtained for each shovel test, standard notes will be recorded, and all tests will be promptly backfilled.

If the Principal Investigator (PI) determines, from soils and geomorphological analyses, that soils containing archaeological materials may lie at greater depths than the 70-cm depth noted above, selected shovel tests will be manually augured with a 4-in bucket auger. If it is determined by USACE reviewing archaeologists that more systematic deeper testing is required, or if shovel testing / auguring reveals buried A horizons, a plan will be developed in coordination with USACE, and the contract schedule and cost can be modified to cover the additional work. Table 1 summarizes information about the soils, shown below in Figure 2, in the Landfill Expansion Area.

Table 1. Soil types in the designated Landfill Expansion Area.

Soil Type Abbreviation on Figure 2	Soil Type and Potential for Archaeological Materials	Parent Material	Depth to Subsoil
Soils of Major Areal Extent			
SrB	Stigler silt loam, 1 to 3 percent slopes Archaeological Potential: High	Loamy colluvium derived from sandstone and shale and/or loamy and clayey alluvium	A - 0 to 11 inches: silt loam E - 11 to 21 inches: silt loam Bt1 - 21 to 33 inches: silty clay
Soils of Minor Areal Extent			
HeF	Hector-Linker-Enders complex, 5 to 40 percent slopes, extremely stony Hector-Linker-Enders complex, 5 to 40	<u>Hector</u> Loamy residuum weathered from sandstone	<u>Hector</u> A - 0 to 6 inches: stony fine sandy loam Bw - 6 to 15 inches: gravelly fine sandy loam R - 15 to 25 inches: bedrock

Soil Type Abbreviation on Figure 2	Soil Type and Potential for Archaeological Materials	Parent Material	Depth to Subsoil
HeF, cont'd.	percent slopes, extremely stony Archaeological Potential: Moderate	<u>Linker</u> Loamy residuum weathered from sandstone <u>Enders</u> Clayey residuum weathered from shale	<u>Linker</u> A - 0 to 5 inches: stony loam BA - 5 to 8 inches: gravelly loam Bt - 8 to 26 inches: gravelly clay loam <u>Enders</u> A - 0 to 3 inches: stony fine sandy loam E - 3 to 7 inches: stony sandy loam Bt - 7 to 26 inches: gravelly clay BC - 26 to 40 inches: gravelly clay



Figure 2. Web Soil Survey soils map for the designated Landfill Expansion Area.

Nearly all of the soils, as mapped by Web Soil Survey (Figure 2 at left), in the designated Landfill Expansion Area are relatively deep, Stigler loams, with A and E horizons over 20 in (53 cm) thick; average shovel test depth in this soil type, to extend 20 cm into sterile subsoil, would thus be ca. 73 cm. Soils of the Hector-Linker-Enders complex are mapped along the northern edge of the Landfill Expansion Area; as noted in Table 1, above, the upper horizons in these soils are much shallower than in Stigler soils. Also as noted in Table 1, archaeological potential is relatively high in the Stigler soils and more moderate in the sloping Hector-Linker-Enders complex along the northern edge of the Landfill Expansion Area.

Table 2 summarizes information about the soils, shown further below in Figure 3, in the proposed PRM area. As noted above, the PRM area as shown in Figure 1 has been tentatively defined, but has not been officially accepted as the final location and boundaries of the PRM area.

Table 2. Soil types in the proposed PRM Area.

Soil Type Abbreviation on Figure 3	Soil Type	Parent Material	Depth to Subsoil
Soils of Major Areal Extent			
HeF	Hector-Linker-Enders complex, 5 to 40 percent slopes, extremely stony Archaeological Potential: Moderate	<u>Hector</u> Loamy residuum weathered from sandstone	<u>Hector</u> A – 0 to 6 inches: stony fine sandy loam Bw – 6 to 15 inches: gravelly fine sandy loam

Soil Type Abbreviation on Figure 3	Soil Type	Parent Material	Depth to Subsoil
HeF, cont'd.	Hector-Linker-Enders complex, 5 to 40 percent slopes, extremely stony Archaeological Potential: Moderate	<u>Hector, cont'd.</u> <u>Linker</u> Loamy residuum weathered from sandstone <u>Enders</u> Clayey residuum weathered from shale	<u>Hector, cont'd.</u> <u>Hector, cont'd.</u> R - 15 to 25 inches: bedrock <u>Linker</u> A - 0 to 5 inches: stony loam BA - 5 to 8 inches: gravelly loam Bt - 8 to 26 inches: gravelly clay loam <u>Enders</u> A - 0 to 3 inches: stony fine sandy loam E - 3 to 7 inches: stony sandy loam Bt - 7 to 26 inches: gravelly clay BC - 26 to 40 inches: gravelly clay
Soils of Minor Areal Extent			
SrB	Stigler silt loam, 1 to 3 percent slopes Archaeological Potential: High	Loamy colluvium derived from sandstone and shale and/or loamy and clayey alluvium	A - 0 to 11 inches: silt loam E - 11 to 21 inches: silt loam Bt1 - 21 to 33 inches: silty clay Bt2 - 33 to 57 inches: silty clay Bt3 - 57 to 70 inches: silty clay
LnD	Linker-Hector complex, 5 to 8 percent slopes Archaeological Potential: High	<u>Linker</u> Loamy residuum weathered from sandstone <u>Hector</u> Loamy residuum weathered from sandstone	<u>Linker</u> A - 0 to 12 inches: loam Bt - 12 to 26 inches: gravelly clay loam <u>Hector</u> A - 0 to 10 inches: fine sandy loam Bw - 10 to 14 inches: gravelly fine sandy loam R - 14 to 20 inches: bedrock
LoD3	Linker and Stigler soils, 3 to 8 percent slopes, severely eroded Archaeological Potential: Low	<u>Linker</u> Loamy residuum weathered from sandstone <u>Stigler</u> Loamy and clayey alluvium and/or	<u>Linker</u> A - 0 to 6 inches: loam Bt - 6 to 20 inches: gravelly clay loam <u>Stigler</u> A - 0 to 9 inches: silt loam

Soil Type Abbreviation on Figure 3	Soil Type	Parent Material	Depth to Subsoil
LoD3, cont'd.	Linker and Stigler soils, 3 to 8 percent slopes, severely eroded Archaeological Potential: Low	colluvium over sandstone and shale	<i>E</i> - 9 to 18 inches: silt loam <u>Stigler, cont'd.</u> <i>Bt1</i> - 18 to 24 inches: silty clay loam
Ru	Guyton and Rexor soils, 0 to 1 percent slopes, frequently flooded Archaeological Potential: Low	<u>Guyton</u> Silty alluvium <u>Rexor</u> Loamy alluvium	<u>Guyton</u> <i>A</i> - 0 to 10 inches: silt loam <i>BA</i> - 10 to 18 inches: silty clay loam <i>Bw</i> - 18 to 65 inches: silty clay loam <u>Rexor</u> <i>A</i> - 0 to 11 inches: silt loam <i>Bw1</i> - 11 to 34 inches: silt loam <i>Bw2</i> - 34 to 65 inches: silt loam
St	Kanima very gravelly silty clay loam, 5 to 30 percent slopes Archaeological Potential: None – this soil is imported fill	Mine spoil or earthy fill	----

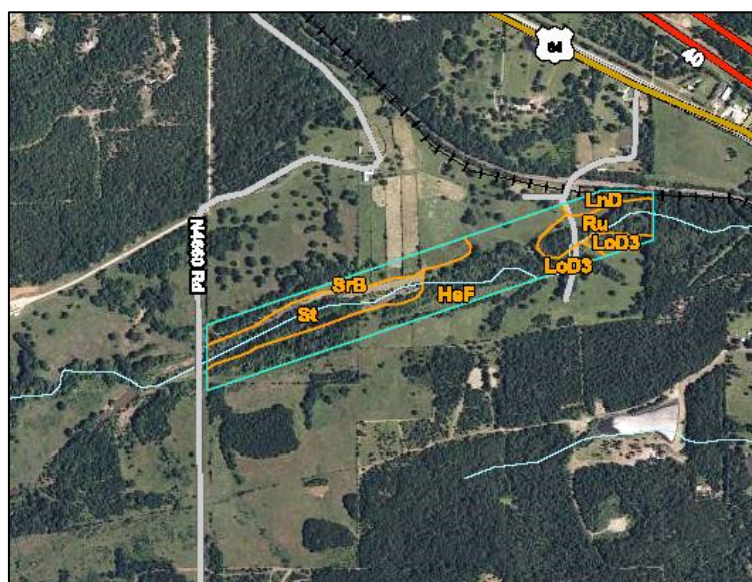


Figure 3. Web Soil Survey soils map for the proposed PRM Area.

As mapped by Web Soil Survey (Figure 3, at left), in the proposed PRM Area, imported fill occurs in the western portion of the Area, and Hector-Linker-Enders complex, and Linker-Hector complex soils, along with Stigler soils, occur on higher terraces north and south of Wolf Creek; some small areas of either very eroded or frequently flooded soils occur in the eastern portion of the PRM area. Table 2, above, lists horizon depths.

As noted in Table 2, archaeological potential is relatively high in the Stigler and Linker-Hector complex soils, moderate in the stronger sloping Hector-Linker-Enders soils, and low where soils are very eroded or frequently flooded.

Calculations of the potential for the existence of *in situ* archaeological deposits that have maintained significant depositional integrity – described in Tables 1 and 2 as “Archaeological Potential” – are based on three primary parameters: percent slope, degree of erosion, and frequency of flooding. Percent slope – more steeply sloping areas have a lower potential to contain archaeological materials, especially in good depositional context, while more level areas have a higher potential. Erosion – mass wasting can remove archaeological deposits or deflate them and diminish their integrity. Conversely, uneroded soils and especially those that accrete from occasional alluvial deposition or colluvium are more protective of buried archaeological deposits. Flooding frequency – frequently flooded areas typically are less desirable for habitation and thus are less likely to contain archaeological materials; the estimation of low archaeological potential for these soils presumes that the current flooding regime mimics that of the past.

Field Data Recordation: All precontact artifacts will be collected by provenience (UTM coordinates for surface-exposed artifacts, shovel test number and depth for those recovered subsurface). Historical artifacts, unless they are unusual in their ability to provide unique and valuable information, will not be collected, but will be described, may be photographed, and will be left where they were discovered in the field. Additional photographs will be taken to document field conditions, methods, findings, and soil profiles in selected shovel tests. Artifacts collected will be remanded to the client following the survey or prepared for curation at facility acceptable to USACE; as no artifacts may be recovered, no costs for curation prep or curation fees have been included.

Human Remains Discovery Protocol: In the unlikely event that human remains are encountered, all work within 30 m of their location/s will cease, and Algonquin’s on-site PI and / or senior PI will immediately contact the client, the State Archaeologist, the USACE-Tulsa Archaeologist, and local law enforcement, in keeping with required protocols. Other than minimal efforts to secure the safety of any such remains, if any such action is needed, Algonquin staff will respectfully not handle or photograph the remains until further direction is received from reviewing officials. No further subsurface testing will occur within 30 m of their vicinity. Remains found exposed on the surface will not be covered. If remains are encountered in a shovel test, excavation will cease, any unscreened dirt will be placed back in the hole, and any screened dirt will be placed on top of that. No obvious marker (e.g., a pin flag) will be placed in that shovel test’s vicinity; GPS coordinates will be sufficient to identify the location again.

Reporting: A standard technical findings report documenting the methods and results of the background literature review and the field survey will be prepared to the standards established by SHPO, OAS, and USACE, and submitted electronically to the client. The anticipated due date for the report is approximately 30-45 days from the date of the conclusion of field work. We guarantee our work, and in the event that reasonable modification of the report is requested by reviewers, that is performed at no extra charge.

Appropriate state documentation forms will be filled out for any sites and isolated finds discovered. Any such site forms created will be submitted to the Oklahoma Archaeological Survey so that trinomial state site numbers can be obtained; these numbers are required for the report. Copies of final site forms also will be submitted to the client for submission to reviewers with the documentary report, as will GIS shape files showing survey coverage and any site or isolated find locations.

While assistance in coordinating with agencies or conferring with tribes who may have an interest in the project area under the National Historic Preservation Act are outside the scope of this proposal, Algonquin can certainly assist in such communication upon request. We are happy to provide any permitting assistance to the client that we can.

Qualifications: Algonquin Consultants, Inc. (Algonquin) personnel meet the US Secretary of Interior federal qualification standards. Additionally, Algonquin meets the requirements of and has ample successful experience in producing reports acceptable to, both the Oklahoma State Historic Preservation Office, the Oklahoma Archeological Survey, and the USACE-Tulsa District, as well as various other state and federal agencies and Tribal Nations.

Algonquin personnel have performed a number of projects elsewhere in the vicinity of the proposed project and are familiar with the soils, cultural resources, and historical land use of the area. Four such previous surveys in the vicinity of the Project Area include two projects successfully performed for the Sequoyah National Wildlife Refuge in 2022, 13 mi west-northwest of the Sallisaw Project Area, in fulfillment of USACE-Tulsa permit requirements; the two projects included a survey of two areas proposed for pond expansions and a deep testing study. In late 2021, Algonquin also conducted a survey for ODOT for a bridge replacement and road widening just east of Muldrow, about 6.5 mi east-southeast of the Project Area. In late 2023, Algonquin performed a Survey for a 58-acre water treatment facility for the town of Keota, located about 14 mi southwest of the Project Area, in fulfillment of USACE-Tulsa permit requirements.

Schedule, Archaeological Survey of the Landfill Expansion Area: Background research will begin within 3 workdays following Notice to Proceed (NTP) and any contract to be issued. Field work will begin within approximately 1-2 weeks of NTP and / or completion of a contract.

On average, shovel tests, require about 20 minutes for the archaeologist to excavate, screen, and record information. Including the time necessary to excavate 250-300 shovel tests and to complete the other tasks that are required (such as visual inspection, photo-documentation, geomorphic and soils evaluation), the effort to conduct the archaeological survey in the Landfill Expansion Area will require ca. 124 person hours in the field.

Field work for the Landfill Expansion Area will be completed within ca. 3-4 days, weather permitting; if deed research for historical sites need to be performed, that will be conducted immediately following field work. The technical report will be submitted digitally to the client for comments within ca. 30 days following end of field work.

Costs, Archaeological Survey of the Landfill Expansion Area: The price quoted here, which is good for 90 days from the date of this proposal, includes all the required components of a cultural resources survey, as required by reviewing agencies:

- background research,
- field work [labor, GPS mapping, travel costs],
- deed research in the County courthouse in the event that any historic archaeological materials are located within the survey area that require such research, and
- the final report [narrative, GIS maps, and any site forms needed] that meets the requirements of the Oklahoma Archeological Survey, the Oklahoma Historic Preservation Office, and USACE-Tulsa.

The costs assume permission to fully access all segments of the Project Area. They further assume shape files, kmz/kml files, or otherwise sufficiently detailed mapping and intel regarding project area location and boundaries, any known hazards, access complexities, and similar types of information will be provided by the client in advance of field work. Schedules assume no acts of God, severe weather, or other factors external to Algonquin that would cause a delay.

Please let us know if any additional information would be useful. We look forward to serving your cultural resources needs on this and other projects.

Algonquin Quote & Scope, Sallisaw Landfill Expansion Project

Table 3. Itemized costing for Sallisaw Landfill Expansion Area archaeological survey. All mileage and lodging/per diem costs are below 2025 GSA rates.

Itemized Budget Landfill Expansion Area	Amount
Labor	
Comprehensive Background Research (will include the PRM Area for no extra charge if it has been formally determined by the time of the background research)	\$750.00
Visual Inspection and Subsurface Testing, ca. 300 shovel tests (includes standard additional field survey data collecting on soils, geomorphology, etc.)	5,990.00
Post-field data and artifact analysis (includes any site form prep and submission, but *no curation prep or curation fees included)	550.00
Report Production – includes GIS mapping work	1,450.00
Travel	
Mileage (local, to and from Sallisaw to project area daily for 3 days)	350.00
Lodging – rates estimated based on current Sallisaw hotel rates	2,640.00
Per Diem (for crew, 3 field days plus one local deed research day)	720.00
TOTAL	\$12,450.00

* curation prep and curation fees likely will not exceed \$500

Schedule, Archaeological Survey of the Proposed PRM Area: Provided that the PRM Area has been determined at the time of the required background research for the Landfill Expansion Area, the PRM Area can be included in that effort, and field work in the PRM Area would be conducted right after field work in the Landfill Expansion Area was completed; estimates based on the presently proposed PRM Area indicate that field work would be completed there in ca. 2-3 days.

If the PRM Area has not been formally determined prior to the background research for the Landfill Expansion Area, but a determination is pending, the PRM Area still can be included in the effort for the background research for the Landfill Expansion Area; combining background research efforts as in this scenario provides a minor cost savings.

The PRM area is slightly smaller but very similar in size to the Landfill Expansion Area and, as currently proposed, will require a similar level of effort. If the location of the PRM Area has not been formally determined at the time the report for the Landfill Expansion Area nears completion, but the determination is pending, a short discussion can be included in the Landfill Expansion report that an addendum to the report will follow that includes the field work results within the PRM Area; this scenario provides a minor cost savings.

Costs, Archaeological Survey of the PRM Area: Costs for the PRM Area will be similar to those for the Landfill Expansion Area. Table 4 below presents estimated costs, based on the currently proposed location and size of the PRM Area.

Table 4. Estimated costing for Sallisaw PRM Area archaeological survey.

Two cost columns are included. The first shows cost savings if the PRM Area has been formally determined at the time of the Landfill Expansion Area (LEA) survey and certain PRM Area survey tasks can be combined with those for the LEA survey.

Costs for the PRM Area should be viewed as estimates at this time. A final cost for survey of the PRM area can be provided once the PRM area has been formally determined. All mileage and lodging/per diem costs are below 2025 GSA rates.

<i>Estimated Budget PRM Area</i>	<i>Amount if Combined with LEA</i>	<i>Stand Alone Amount</i>
<i>Labor</i>		
Comprehensive Background Research (will include the PRM Area for no extra charge if it has been formally determined by the time of the background research)	\$0	\$550.00
Visual Inspection and Subsurface Testing, ca. 250-300 shovel tests (mobilization could be included with LEA survey, standard additional field survey data collecting on soils, geomorphology, etc.)	5,550.00	5,990.00
Post-field data and artifact analysis (includes any site form prep and submission, but *no curation prep or curation fees included)	550.00	550.00
Report Production – includes GIS mapping work	650.00	1,150.00
<i>Travel</i>		
Mileage (local, to and from Sallisaw to project area daily for 3 days)	350.00	350.00
Lodging – rates estimated based on current Sallisaw hotel rates	1,980.00	1,980.00
Per Diem (for crew, 3 field days plus one local deed research day)	540.00	540.00
TOTAL	\$9,620.00	\$11,110.00

* curation prep and curation fees likely will not exceed \$500

Rebecca A. Hawkins, VP
 Algonquin Consultants, Inc.
 918-541-0782 / rahawkins@algonquinconsultants.com
 4-4-2025

City of Sallisaw, OK, Landfill Expansion
Summary of Cultural Resource Survey Proposals
4-17-2025

Company	Cost for Surveying 62-AC Expansion Area	Some of the Proposal Caveats	Schedule Availability	Comments by Cattails:
ALGONQUIN CONSULTANTS, INC.	\$12,450	Survey of PRM Site will be a similar cost. Additional curation prep and curation fees, if needed, likely will not exceed \$500. Proposal good for 90 days (dated 4-4-25)	Background research will begin within 3 workdays following Notice to Proceed (NTP) and any contract to be issued. Field work will begin within approximately 1-2 weeks of NTP and / or completion of a contract. Indicated in phone conversation that they could have the work concluded by the end of June	Oklahoma-based American Indian-Owned Company; I have worked with this company on projects before and seen that they sometimes overestimate their potential to meet a proposed schedule.
CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (CEC)	\$39,837	If a new site or sites are located, then any added work required for a new site boundary around the site and a vertical boundary below the surface would be <u>an additional cost</u> to the cost estimate above. Which includes all lodging, per diem and hourly wages. Proposal good for 30 days (dated 4-1-25)	Could be in the field within 20 days of NTP; will complete the required report within 20 days of completing fieldwork.	Proposal listed Cattails as the client, but they understand the contract will be with the City of Sallisaw; they just put our information in the contract as a placeholder and will make the necessary edits, if awarded the work. Likely lead surveyor located in Oklahoma and assistants coming from out-of-state.
CULTURAL RESOURCE ANALYSTS, INC. (CRA)	\$22,056	If archaeological sites are identified in the direct APE an additional cost of \$2,788 per archaeological site will be required. If historic standing structures are identified in the direct APE, an additional cost of \$775 per resource will be required. If artifact collection is determined to be necessary following consultation with, or advisement from, the Regulatory Office of the U.S. Army Corps of Engineers, Tulsa District, a cost modification will be necessary. It is not anticipated that the project area will contain deeply buried archaeological materials, and therefore no deep testing is included in this scope of work and cost estimate. Should it be determined that there is a need for deep testing, a cost modification will be necessary. Proposal good for 90 days (dated 3-28-25)	CRA can initiate the records reviews immediately upon notice to proceed. The field investigation can be initiated within approximately three weeks of notice to proceed and will take approximately one week to complete. A draft report of findings can be submitted to the client within approximately 45 days of the completion of fieldwork, depending on the findings.	Surveyors located in northwest Arkansas.
SEARCH, INC.	\$29,005	Survey of PRM Site will be a similar cost. Lump Sum/Fixed Price contract and will be invoiced monthly based on percent complete. Proposal good for 90 days (dated 4-14-25)	Period of Performance (POP) is 12 months post contract execution.	Submitted proposal 1 week after deadline. Likely higher costs due to travel expenses from out-of-state surveyors.

AGENDA ITEM COMMENTARY

Meeting Date: May 12, 2025
Board: Sallisaw Municipal Authority
Subject: Stream Restoration Project

ITEM TITLE: Discussion and possible action concerning the proposal from Terra Foundation *in an amount not to exceed \$26,910.00* to design the stream restoration project as a result of USACE's Permittee Responsible Mitigation requirements for the expansion of the Landfill and authorize the Mayor to sign the ensuing contract for the *not to exceed* price

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: Approval will allow for the design of stream restoration and construction documents to fulfill portions of the USACE requirements for mitigation of the environment that the construction of the additional cell will disturb.

EXHIBITS:

1. SallisawLandfill_StreamResDesign_Proposals_Summary_20250508
2. TF_250507 City of Sallisaw Landfill Expansion Individual 404 Permit Stream Mitigation Design Proposal
3. WRI_ProposalLetter_250507

KEY ISSUES:

FUNDING SOURCE: #092-504-57703 - Landfill Expansion

RECOMMENDATION: Recommend approval of the proposal and authorize the Mayor to sign necessary documents

Company	Stream Restoration Design Proposals	Some of the Proposal Caveats	Hourly Rates	Schedule Availability	Comments by Cattails:
Terra Foundation, Craig Gump	\$26,910	Baseline, 40 hrs Design & Construction Doc., 120 hrs Incorporate Wetland Mitigation, 24 hrs Develop Work Plan, 40 hrs Team Communication, 10 hrs	\$115	Yes, they are available for the proposed schedule.	Terra Foundation is the most active Mitigation Banking company in Oklahoma. They have had quite a bit of success in the region creating mitigation credits for Sec. 404 permits. It was not clear that travel expenses was included in this proposal, but I confirmed with a phone call that travel expenses are included (just not identified as a line item and lumped in to be covered by the hourly rate). One-person office based in Missouri.
Wildhorse Riverworks, Inc (WRI), Phil Balch & Dr. Kari Bigham	\$43,505	Baseline, 52 hrs Design & Construction Doc., 156 hrs Incorporate Wetland Mitigation, 30 hrs Develop Work Plan, 22 hrs Team Communication, 12 hrs	PB, \$100 KB, \$145	Yes, they are available for the proposed schedule.	Dr. Bigham just recently left the Kansas City Corps of Engineers to join Phil Balch at Wildhorse Riverworks. She has a PhD in stream restoration and is highly educated in the current Natural Channel Design methodology (industry-standard stream restoration method). Two-person office based in Kansas.
Watershed Conservation Resource Center (WCRC), Sandi Formica, Matt Van Eps, PE, & Graham W. Thompson, PE	Not received yet. May be a NO BID.	It is very likely that they will come in higher than the above two proposals. They have very high standards of performance and are a larger company than the above two firms.	Not known.	No capacity to assist with the proposed project schedule. May propose their own schedule for completing the stream restoration design, if they provide a quote in the next couple of days.	WCRC is located in NW Arkansas (and Central Arkansas) and have created mitigation banks in the Illinois River watershed (Arkansas and Oklahoma) and the White River watershed (Arkansas). They have a very experienced team and have project work already keeping them busy into the next year. They are still deciding if they want to provide a quote. <u>If not received prior to the City Council meeting</u> , I would note this as a NO BID . They were provided the proposal deadline the same as the other two companies. Fifteen-person office based in Arkansas.
Spreadsheet Date: 8 May 2025					

Terra Foundation



May 7th, 2025

Mr. Brian Heverly
City Manager
City of Sallisaw
115 E. Choctaw Avenue
Sallisaw, OK

**Re: Permittee Responsible Stream Mitigation/Restoration Design
City of Sallisaw Landfill Expansion Project
USACE Project #SWT-2019-00689**

Dear Mr. Heverly:

We are pleased to provide the attached proposal to provide stream mitigation design for the City of Sallisaw Landfill Expansion Project. It is our understanding, that the City of Sallisaw has applied for a Clean Water Act Section 404 Individual Permit from the US Army Corps of Engineers (USACE) Tulsa District, and the proposed project will impact 5,475 linear feet of intermittent stream channel and 1.26 acres of wetlands. As you are well aware, applicants must mitigate for impacts to jurisdictional waters of the United States (WOTUS). Mitigation is generally achieved through the purchase of credits from an approved wetland and stream mitigation provider, or if allowed by the USACE, the construction of a permittee-responsible mitigation (PRM) area. As no centralized mitigation options are available in Sequoyah County, the project will be required to develop a PRM plan to satisfy mitigation.

Permittee-Responsible Compensatory Mitigation Plan

The USACE and U.S. EPA joint regulation for Compensatory Mitigation for Losses of Aquatic Resources, (33 CFR, Part 332 and 40 CFR 230) herein referred to as the Final Mitigation Rule, improves planning, implementation, and management of mitigation banks, in-lieu fee mitigation programs, and permittee-responsible mitigation projects.

The USACE Tulsa District has developed guidance for the development of a permittee-responsible compensatory mitigation plan when the district engineer determines that compensatory mitigation is required for unavoidable impacts to aquatic resources and the permittee responsible mitigation option would be the most appropriate option for offsetting those losses of aquatic resources, found at <https://www.swt.usace.army.mil/portals/41/docs/missions/regulatory/mitigation/mpre.pdf>. The level of detail within a required mitigation plan shall be commensurate with the scale and scope of the proposed impacts. The Mitigation Plan and Mitigation Plan Report must include the following items: Mitigation Objectives, Site Selection, Site Protection Instrument, Baseline Information,



Determination of Credits, Mitigation Work Plan, Maintenance Plan, Performance Standards, Monitoring Requirements, Long-term Management Plan, Adaptive Management Plan, and Financial Assurances.

It is our understanding that for the purposes of this Request for Proposal the Mitigation Design Scope is limited to developing the stream restoration details and construction documents as a part of the Mitigation Work Plan. As such, our input will be limited to written specifications and work descriptions for the stream restoration portion of the mitigation project, including, but not limited to: the geographic boundaries of the project; construction methods, timing, and sequence; source(s) of water, including connections to existing waters and uplands; methods for establishing the desired plant community; plans to control invasive plant species; the proposed grading plan, including elevations and slopes of the substrate; soil management; and erosion control measures. For stream mitigation projects, the mitigation work plan will also include other relevant information, such as plan form geometry, channel form (e.g., typical channel cross-section), watershed size, design discharge, and riparian area plantings.

A full set of Mitigation Construction Plan Sheets will be included that outline the location and extent of the stream mitigation plan as well as how they should be constructed, and the plan set will also incorporate the wetland creation features as designed by Cattails Environmental.

SCOPE OF WORK

A qualified professional (professional wetland scientist, stream restoration designer) will perform necessary work to complete the previously described mitigation tasks associated with CWA 401/404 authorizations and the stream mitigation construction and work plan development as required by the USACE Tulsa District.

SCHEDULE

Terra Foundation will initiate the proposed activities upon execution of the contract for Stream Mitigation and Restoration Design with the City of Sallisaw. The project deliverables will be provided in accordance with the City of Sallisaw, Landfill Expansion Project Schedule Matrix provided by Cattails Environmental in the Request for Proposal.

Terra Foundation



COST AND CONTRACT CONDITIONS - The scope of work described in this proposal will be performed on an hourly not-to-exceed basis of \$26,910 (Twenty-six thousand, nine hundred and ten dollars) Specific costs are as follows;

Item	Hours	Cost/Hour	Total Cost
Baseline Stream Mitigation Geomorphic & Ecological Assessment, Field Survey Data, and Stream Mitigation Credit Calculations	40	\$115	\$4,600
Stream Restoration Design and Construction Documents	120	\$115	\$13,800
Incorporate Wetland Mitigation into Construction Plan Set	24	\$115	\$2,760
Work Plan Development	40	\$115	\$4,600
Meetings, Negotiations, and Communications	10	\$115	\$1,150
TOTAL			\$26,910.00

In order to offer our services at the lowest cost, we are exempting certain services sometimes associated with this type of project. We do not anticipate that the specific exempted services will be required to be performed as a requirement of the CWA 404 permit process. Specific exempted services include;

- (1) Endangered Species Consultation
- (2) National Historic Preservation Act Section 106 Consultation
- (3) Public Comments Meeting
- (4) BMP Design
- (5) Aquatic Assessment Field Collection and Report

Terra Foundation will proceed on this project upon contract execution with the City of Sallisaw. Should you have any questions or require additional information, please do not hesitate to contact me at (913) 217-5808.

Sincerely,
TERRA FOUNDATION, INC

Craig A. Gump, PWS
President

CRAIG A. GUMP, PWS

PRESIDENT & SENIOR ECOLOGIST



EDUCATION

Masters of Natural Science, Biology, Southeast Missouri University
B.S. Biology, Central Missouri State University

PROFESSIONAL AFFILIATIONS, TRAINING & CERTIFICATIONS

Professional Wetland Scientist Certification #3500
Past President, Society of Wetland Scientists Central Chapter
Level One Prescribed Fire Certification, Missouri Department of Conservation
Completed 38-Hour Army Corps of Engineers Wetland Delineation Course
12-Hour Stream Stabilization and Design, River Research and Design, October 2018
USFWS Bat Acoustic Monitoring for Endangered Species Act Compliance Training



SUMMARY OF QUALIFICATIONS

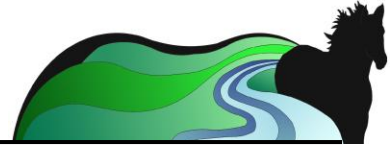
Mr. Gump has been with Terra Foundation, Inc. for 10 years. He has over 15 years of experience in managing large scale mitigation and Clean Water Act Section 404 permitting projects and performing wetland delineations and stream system jurisdictional assessments. He also has managed the design and permitting of rain garden, low impact development, and stream restoration projects throughout the Midwest. As a wetland and stream mitigation project manager, he leads the research, design, and monitoring of large scale wetland and stream restoration projects. He also has significant experience with conducting Endangered Species Act compliance and surveys and National Historic Preservation Act Section 106 cultural resource consultations in Kansas, Missouri, and Oklahoma.

SELECT PROJECT EXPERIENCE

Cane Creek Wetland & Stream In-Lieu Fee Mitigation Site - Muskogee County, Oklahoma – As Project Manager, Mr. Gump designed and permitted a 129-acre wetland and stream mitigation site in the Tulsa area. This mitigation site protects more than a mile of both sides of Cane Creek and offers a unique opportunity to improve water quality and wildlife habitat within a site that was heavily impacted by agriculture. The location was altered by removing much of the riparian forests and converting most of the property to pasture for livestock grazing. The mitigation activities completed on the site have addressed the needs of the property and the watershed through the restoration and enhancement of over 91 acres of riparian corridor and wetland buffer along Cane Creek and the restoration of about 24 acres of herbaceous and forested wetlands. In addition to guiding the project through the regulatory approval process, Mr. Gump has overseen the construction and monitoring of the project. The project received USACE approval in 2021.

Gilcrease Expressway Permittee Responsible Mitigation Site – Muskogee County, Oklahoma – Mr. Gump conducted a stream and wetland jurisdictional assessment on and managed the regulatory approvals for a permittee responsible mitigation site. He also was the principal designer of the mitigation plan which included riparian restoration, eradication of exotic species, and installation of native species of trees, shrubs, grasses, and forbs. He also oversaw project construction which was completed in 2020 and completed five years of monitoring.

Cloud Creek Wetland & Stream In-Lieu Fee Mitigation Site - Muskogee County, Oklahoma - Mr. Gump designed and permitted a 40-acre wetland and stream mitigation site in the Tulsa area. This project restored native forested and herbaceous wetlands to a denuded farm parcel, enhanced more than 30 acres of riparian and wetland buffer, and improved in-stream habitat by restoring an ephemeral stream channel and constructing riffles and bank stabilization zones on Cloud Creek and its tributaries. In addition to guiding the project through the regulatory approval process, Mr. Gump has overseen the construction and monitoring of the project. The project received USACE approval in 2020.



May 7, 2025

RE: City of Sallisaw Landfill Expansion Mitigation Project – Sallisaw, Oklahoma

Dear Ms. Burns:

Thank you for requesting WRI's assistance for stream restoration design consultation for the Sallisaw Landfill Expansion Mitigation project near Sallisaw, OK. We have developed the following cost proposal for project planning, meetings, site visits, stream restoration design, wetland mitigation incorporation, and reporting.

The cost of the services is listed below and is not to exceed **\$43,505**. Please note: Bigham's hourly rate is \$145/hr and Balch's hourly rate is \$100/hr; All cost estimates listed incorporate a 10% contingency markup.

1. Project planning and meetings - \$1,620

Bigham & Balch will be available to attend meetings and develop technical narratives and/or direction to assist in planning for both the survey and the design. Up to 6 hrs are available per team member to accomplish this task.

2. Initial site assessment – \$5,725

Bigham will travel from Topeka, KS to the Sallisaw Landfill to spend up to 16 hrs assessing the site to assist in survey and design planning. This also includes costs for travel time (12 hrs), lodging, mileage, and per diem for 3 days and 2 nights.

3. Survey - \$4,685

Bigham will travel from Topeka, KS to the Sallisaw Landfill to spend up to 12 hrs with the Neel Harvell survey crew to provide design needs and survey guidance. This also includes costs for travel time (12 hrs), lodging, mileage, and per diem for 2 days and 1 night.

4. Data analysis & stream restoration design - \$23,695

Bigham & Balch will assess field-collected data to assist in the development of a stream restoration design and plan set that includes quantities, details, and specifications. This effort will take up to 132 hrs of Bigham's time and up to 24 hrs of Balch's time.

5. Wetland plans - \$4,785

Bigham will work with Cattails Environmental to incorporate the wetland design, details, and specifications into the plan set. This effort will take up to 30 hrs of Bigham's time.

6. Reporting - \$2,995

Bigham & Balch will work with Cattails Environmental to develop a Mitigation Work Plan. This effort will take up to 16 hrs of Bigham's time and up to 6 hrs of Balch's time.

If you would like us to (1) provide any additional services to those mentioned above and/or (2) reduce any services listed, please let us know and we will adjust costs accordingly. Thank you for your time and consideration; please let us know if you have any questions concerning this proposal.

Sincerely,

Kari A. Bigham

Phil Balch

Kari A. Bigham, PE, PhD | MeanderEng, LLC

Phil Balch, Owner | Wildhorse Riverworks, Inc.

11821 NW 13th Street - Topeka, KS 66615

Bigham's Cell: (785) 799-5417

bigham.kari@gmail.com

wildhorseriverworksinc.com

KARI A. BIGHAM, PE, PHD

CONTACT

785-799-5417

bigham.kari@gmail.com

<https://www.linkedin.com/in/kari-bigham/>

SKILLS

RTK & total station surveying

ArcGIS Pro/QGIS

AutoCAD Civil 3D

HEC-RAS

Stream monitoring and research

Technical writing

Teaching/education

Cropland management

EDUCATION, CERTIFICATION & TRAINING

Kansas State University

2007-2011

BS in Biological Systems Engineering

2014-2016

MS in Biological & Agricultural Engineering

2016-2022

PhD in Biological & Agricultural Engineering

Professional Engineer
(KS 25366)

Wildland Hydrology (Rosgen) Level I-IV Short Courses

Dave Derrick Streambank

Stabilization Workshop

Utah State Low-Tech Process-Based Restoration Workshop

PROFILE

I am a licensed river engineer and restoration specialist with 13 years of experience in fluvial geomorphology, streambank stabilization design and monitoring, and stream restoration design. While I have experience in traditional river engineering approaches, I advocate for more ecologically sound, nature-based designs that incorporate fluvial geomorphology principles, riparian enhancement, and native materials. My graduate studies focused on monitoring and managing Great Plains rivers in this way.

RELEVANT EXPERIENCE

Hydraulic Engineer

United States Army Corps of Engineers - Kansas City District, River Engineering and Restoration Section

2023-2025

Technical lead on streambank erosion and management studies and designs along rivers of the Missouri River basin, including the Missouri and Gasconade rivers, as well as first and second-order streams of the basin. Provided peer review and counsel for river engineering designs.

Conducted site assessments and topographic surveys.

Developed CAD drawings. Implemented 2D RAS models.

Water Resources Engineer

Self-employed (2016-2018), Stantec (2018-2020)

2016-2020

While in grad school, aided in the design and development of CAD drawings for streambank stabilization and stream restoration design in Kansas, Missouri, Iowa, and Colorado.

Intern Engineer

Wildhorse Riverworks, Inc.

2012-2015

Aided in design and development of CAD drawings for streambank stabilization design and stream and lake restoration in Kansas and Missouri. Conducted site assessments and topographic surveys. Provided construction staking and oversight. Implemented design-build projects.

AGENDA ITEM COMMENTARY

Meeting Date: May 12, 2025
Board: Sallisaw Municipal Authority
Subject: Water Truck

ITEM TITLE: Discussion and possible action on Purchase Order No. 105278, issued to Warren Cat, in the amount of \$210,000.00 for the purchase of one (1) used Caterpillar Model: 725C WT Articulated Truck for the Landfill Department

INITIATOR: Superintendent - Solid Waste
Purchasing Agent

STAFF INFORMATION SOURCE: Superintendent - Solid Waste

BACKGROUND: Approval will allow for the purchase of a water truck for the landfill department. The preferred truck is a warren cat rental unit and is the model with the least hours of the three. It will come with a 12month/500hr warranty. It is currently on rent. Warren Cat will pull it, then service it and clean it before we get it.

JA Riggs Caterpillar - \$195,000.00 (2005, 11,700hrs, 3yr warranty on tank only)

Kirby Smith Machinery - \$207,990.00 (2017, 12,902hrs, no warranty quoted)

Warren Caterpillar - \$210,000.00 (2015, 9315hrs, 12month/500hr warranty powertrain and hydraulics)

EXHIBITS:

1. Water Truck Quote Sheet
2. CITY OF SALLISAW 725 WT QUOTE
3. Water Truck
4. Sallisaw Landfill_isherbundy-0138_Sales Quote_HM400 Water Truck
5. jariggs quote

KEY ISSUES:

FUNDING SOURCE: #90-504-57512

RECOMMENDATION: Approval of Purchase Order No. 105278 in the amount of \$210,000.00 issued to Warren Cat

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 5/8/25	Date of Quotation 4/8/25	Date of Quotation 5/5/25
Department Number: 504-Landfill	Department Number: 504-Landfill	Department Number: 504-Landfill
Vendor Name / Number J.A. Riggs Caterpillar # 1515	Vendor Name / Number Kirby Smith Machinery # 4642	Vendor Name / Number WARREN CATERPILLAR # 4269
Address 9125 interstake 30	Address 12321 E. Pine St.	Address 3601 N. GARNETT Rd
City LITTLE ROCK	City Tulsa	City Tulsa
State AR Zip 72209	State OK Zip 74116	State OK Zip 74116
Phone 501-570-4333	Phone (918) 438-1700	Phone 918-660-2353
Item (s) 2005 725C-WT Articulating Water Truck (USED)	Item (s) 2017 KAMATSU HM 400-5 Articulating Water Truck (used)	Item (s) 2015 CATERPILLAR 725C-WT Articulating Water Truck (USED)
Quantity (1) - ONE - USED	Quantity (1) - ONE - USED	Quantity (1) - ONE - USED
Price each \$195,000.00	Price each \$207,990.00	Price each \$210,000.00
Est. Freight 0	Est. Freight 0	Est. Freight 0
Total Cost \$ \$195,000.00	Total Cost \$ \$207,990.00	Total Cost \$ \$210,000.00
Quote Expiration Date 30 days	Quote Expiration Date 60 days	Quote Expiration Date 30 days
Quotes Obtained By: J. Phillips	Quotes Obtained By: J. Phillips	Quotes Obtained By: J. Phillips
GL Budget Line 090-504-57512	GL Budget Line 090-504-57512	GL Budget Line 090-504-57512
Purchasing Approval	Purchasing Approval	Purchasing Approval <i>[Signature]</i>
PO Number / Date: /	PO Number / Date: /	PO Number / Date: 105278 / 5/8/25

Explain if only one quotation supplied:

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



Quote 311662-01

May 05, 2025

CITY OF SALLISAW
PO BOX 525
SALLISAW
Oklahoma
74955-0525

Attention: JAMIE PHILLIPS

Dear Jamie Phillips, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) Used Caterpillar Model: 725C WT Articulated Trucks with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: U121520

SERIAL NUMBER: 0TFB00499

YEAR: 2015

SMU: 9,312.50

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tanner Large
Machine Sales Representative

One (1) Used Caterpillar Model: 725C WT Articulated Trucks with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

6000 GALLON TEAM G WATER TANK	
725C ARTIC. TRUCK	378-9794
SEAT, STANDARD	324-7017
BODY GP7	364-2247
STD FUEL TANK	364-8696
NO MACH SECURITY	373-3662
NO LIGHT GP	373-3664
CD/RADIO	373-3678
EXHAUST5	379-3745
TIRES,23.5R25 VLT	380-3578
AUTO LUBE	381-0063
COOLANT9	381-1669
PRODUCT LINK	396-1139
AID AR STG	396-1948
STANDARD MIRROR AR	416-4354
CHASSIS AR-TRAILER	433-2087
FILM GP4	440-6094
CLEAN EMISSIONS MODULE	CAB093-157A

SELL PRICE	\$210,000.00
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WARRANTY

Extended Coverage:	12 MONTHS 500 HOURS PT&H
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F.O.B/TERMS:
Tulsa

Accepted by _____ on _____

Signature





4/8/2025

Quote #: isherbundy-0138

CITY OF SALLISAW
111 N Elm Street
Po Box 525
Sallisaw, OK 74955

Dear JAMIE PHILLIPS:

We are pleased to quote the following for your consideration:

USED - KOMATSU HM400-5 2017 model w/ 12,902 hours, Unit # KM17105, S/N 10465.

The following Factory and Dealer Options are included in the package:

- **KOMATSU HM400-5**
- **8,000 GALLON CURRY**
- **RIMS (6) 25.00-25**
- **29.5R25, XADN E3 MICHELIN TIRES**
- **KOMATSU SAA6D140E-7 TIER 4 FINAL**

Total Price: \$207,990.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,
Isaac Sherbundy
Governmental Sales Representative
Kirby-Smith Machinery, Inc.
Phone: 918-438-1700
Cell: 918-443-0259
Email: isherbundy@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

Kim Jamison

From: Jamie Phillips
Sent: Thursday, May 8, 2025 8:23 AM
To: Randy Sizemore; Kim Jamison
Subject: Fw: 725 ID# B1L00355
Attachments: IMG_2941.jpg; IMG_2940.jpg; IMG_2942.jpg; IMG_2938.jpg; PremierWaterTanksCatBrochure-2024.pdf; PWTG6000Manual.pdf; 6000 Parts.pdf; 6000 Instructions.pdf

From: Jamie Phillips <jphillips@sallisawok.org>
Sent: Wednesday, May 7, 2025 2:15 PM
To: Robin Haggard <robin@sallisawok.org>
Subject: Fw: 725 ID# B1L00355

Get [Outlook for iOS](#)

From: Chad Cook <CookC@jariggs.com>
Sent: Tuesday, April 1, 2025 12:44:37 PM
To: Jamie Phillips <jphillips@sallisawok.org>
Subject: 725 ID# B1L00355

Attachments were too large so kicked back (2 of 2)

Chad Cook

Global Used Sales and Procurement
9125 Interstate 30 | Little Rock, AR | 72209
Office +1 (501) 570-4333
Mobile +1 (501) 707-5456



MISSION

Built To Serve.

VISION

To be the best by creating unmatched value for our customers, building a home for our employees, and serving our communities and each other.



From: Chad Cook <CookC@jariggs.com>
Sent: Tuesday, April 1, 2025 11:29 AM
To: jphillips@sallisawok.org
Subject: 725 ID# B1L00355

Jamie,

Please see pictures of articulated truck that we are currently having a G6000 Water Tank installed. We are replacing hood with a newer one and a newer panel for cosmetic looks. I can have this one delivered to you for \$195,000.00 (+) applicable taxes. Machine will be cleaned, serviced, and ready to roll. Tank will come with a 3 year front to back warranty and I have attached brochures for you to review about Premier Tanks. Thanks and let me know your thoughts.

Truck Year: 2005

Hours: 11,700

Tank Year: 2025

Tank Warranty: 3 years front to back

Chad Cook

Global Used Sales and Procurement

9125 Interstate 30 | Little Rock, AR | 72209

Office +1 (501) 570-4333

Mobile +1 (501) 707-5456



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AGENDA ITEM COMMENTARY

Meeting Date: May 12, 2025
Board: Sallisaw Municipal Authority
Subject:

ITEM TITLE: Administrative reports

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: