

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

May 11, 2026

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

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

*****AMENDED*****

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 13, 2026**
- 4. Possible action on Manager Contract for a three (3) year period from July 1, 2026, to June 30, 2029**
- 5. Receive preliminary information brief from John Holland, Enterprise Fleet Management, regarding their "white fleet" leasing program; and possible direction to staff**
- 6. Discussion and possible action on Renewal of Water Purchase Contracts with Rural Water District No. 8, and C.D. Water Systems, for the Purchase of Treated Water**
- 7. Discussion and possible action on items related to the Water Treatment**

Plant Improvements — Holding Pond Liner

- (a) Possible acceptance or rejection of Bids
 - (b) Possible action on the award of Contract to Weeks Farms, LLC dba Romaine Environmental of Taloga, Oklahoma in the amount of \$245,591.61 and authorizing Neel, Harvell, and Associates, P.C. to execute all necessary documents, upon review of and receiving approval of such from the City Attorney
 - (c) Possible action on Resolution 2026-03; *A Resolution Authorizing the General Manager to Approve Change Orders on the Water Treatment Plan Improvements - Holding Pond Liner Project up to \$24,559.16 for the Sallisaw Municipal Authority*
- 8. Discussion and possible action on Scope of Work and Quote from Algonquin Consultants, Inc. in the amount of \$14,550.00 to conduct additional cultural resource survey work of the Sallisaw Landfill Project; and approval for the City Manager to sign ensuing contract for the same price**
- 9. Discussion and possible action on Lease Agreement with the Sallisaw Lions Rodeo, Inc. for lease of the rodeo grounds for a 5-year term ending 2030**
- 10. Discussion and possible action on Calix SmartMDU & SmartHome Upgrade Order Document for a 3-year term for Cloud Based Services for Diamondnet in the amount of \$116,550.00 (over 3-years)**
- 11. Adjourn**

Posted: MAY 8, 2026

Time: 11:15 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

APRIL 13, 2026

The Sallisaw Municipal Authority met in a regular meeting on April 13, 2026, 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 10, 2026, at 10:45 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,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3
Members absent:	Brad Hamilton,	Trustee, Ward 4
Staff present:	Brian Heverly, Kim Jamison, Robin Haggard, Keith Miller, Chris Carter, Kayle Griffin, George Bormann, Joe Lufkin, James Williams, Christian Sizemore,	General Manager Secretary Director of Finance Community Development Director Senior Code Inspector Chief Accountant Economic Development Director Patrolman Patrolman Network Director
Others present:	Lynn Adams; Marley Abell; Tim A. Foote; Kyle Waters; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:53 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of March 9, 2026

Motion was made by Moody, seconded by Mendiola, for approval of the minutes of March 9, 2026. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Contract for Engineering Services between Neel, Harvell and Associates, P.C. and The Sallisaw Municipal Authority for Water Treatment Plant Improvements (Holding Pond Liner)

Motion was made by Mendiola, seconded by Bailey, for approval of engineering contract with Neel, Harvell and Associates. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Lease Agreement between the Sallisaw Municipal Authority and Kyle Waters and J.P. Wickett for use of the rodeo grounds; and authorize the city attorney, and city clerk to finalize details of insurance

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

Discussion and possible action on items related to the Sanitary Sewer Improvements — Mockingbird/Ridge Dr

Possible action on bids

Motion was made by Moody, seconded by Bailey, to accept bids. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Possible action on the award of Contract to Cooks Consulting, LLC of Ft. Gibson, Oklahoma in the amount of \$149,987.70 and authorize Neel, Harvell, and Associates, P.C. to execute all necessary documents, upon review of and receiving approval of such from the city attorney

Motion was made by Moody, seconded by Mendiola, to award the contract to Cooks Consulting. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

Discussion and possible action on staff's request to reinvest the Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 245 Days at 4.05% Interest

Motion was made by Mendiola, seconded by Bailey, for approval of staff's request to reinvest the SMA CD with Local Bank for 245 days at 4.05% interest. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

Discussion and possible action on staff's request to reinvest the Meter Fund Certificate of Deposit with Local Bank for 245 Days at 4.05% Interest

Motion was made by Moody, seconded by Bailey, for approval of staff's request to reinvest the Meter Fund CD with Local Bank for 245 days at 4.05% interest. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting ended at 7:59 p.m.

Approved this 11th day of May 2026.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Sallisaw Municipal Authority
Subject: Vehicle Leasing Program

ITEM TITLE: Receive preliminary information brief from John Holland, Enterprise Fleet Management, regarding their "white fleet" leasing program; and possible direction to staff

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Enterprise Fleet Mgt Representative

BACKGROUND: This is foundational information that may be built on pending commission interest during the budget retreat. Enterprise has worked with staff to produce a limited pilot program that may, pending direction to staff, be briefed during the budget retreat. This is a foundational briefing to explain the program overall and a preview of the plan to be presented.

EXHIBITS: 1. City of Sallisaw - Council Meeting

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approve to receive additional briefing during budget discussions.



LONG-TERM GOVERNMENT PARTNERSHIP

2,500+
**GOVERNMENT
CLIENTS**



We have experience working
with entities like yours

**CLIENT STRATEGY
MANAGERS**

That provide
personalized and
customized
recommendations



60 LOCAL
OFFICES

Providing
hands-on support



REAL-TIME FLEET TOOLS

Client Portal & Mobile App
empowering fleet managers



40+

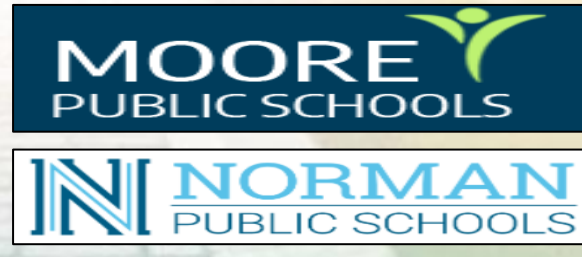
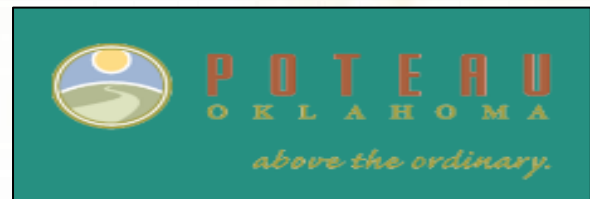
Government Clients in
Oklahoma Alone

175k+

Managed
Vehicles



Current Government Clients



Key Points

Locally

- 200+ Government clients in the State's of Arkansas, Oklahoma, and Texas
- Over 7,500 vehicles under management

Nationally

- Over 1,500 Government Clients
- Over 80,000 vehicle under management

COOPERATIVE PURCHASING PARTNERSHIPS

SOURCEWELL ID NUMBER:

ACCOUNT NAME

City of Sallisaw

ACCOUNT NUMBER

152941



CONTRACT NUMBER
030122



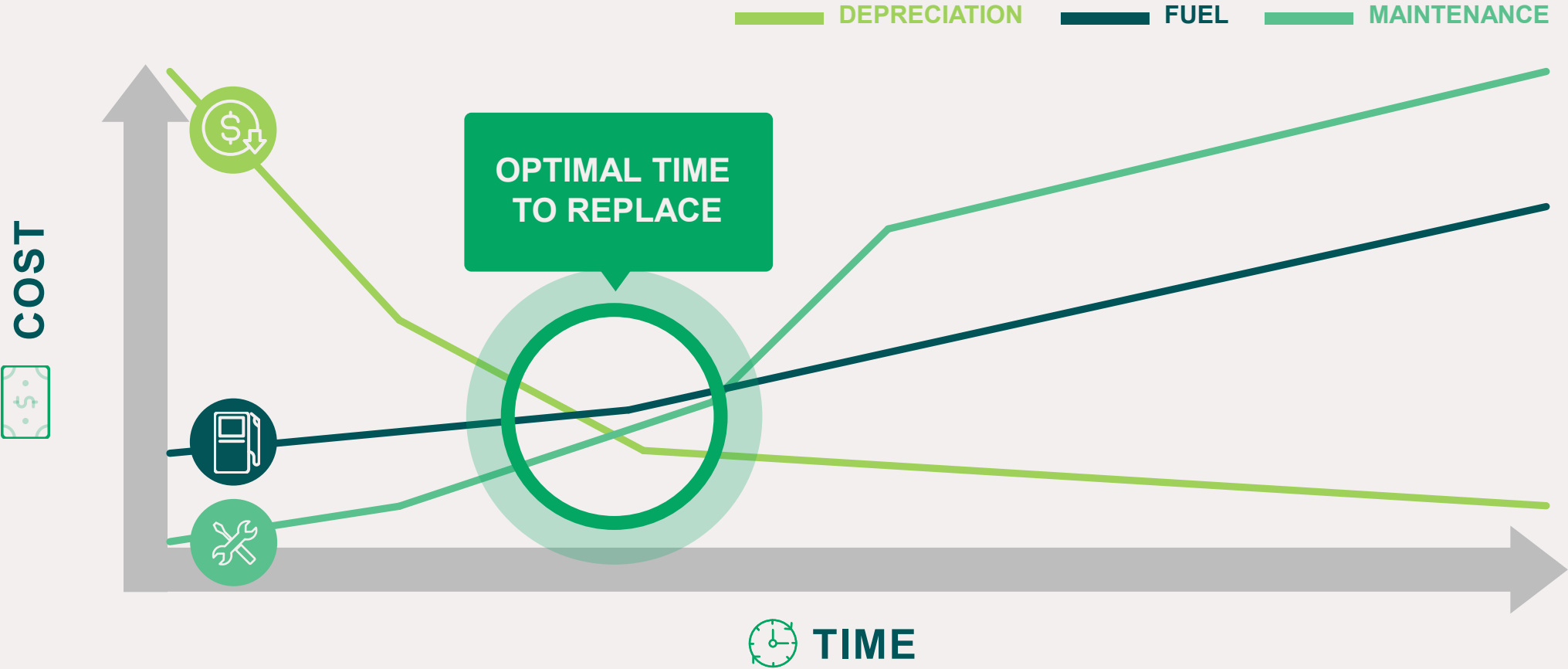
CONTRACT NUMBER
240502



CONTRACT NUMBER
CNR01399

EFFECTIVE VEHICLE LIFECYCLE

Determining the right time to replace vehicles



Competitive Advantages

2 Biggest Competitive Advantages = Financial Value for our Clients

The Enterprise Infrastructure

Enterprise expertly manages its own fleet of 2.2+ million vehicles. We take our experience and infrastructure to help small, medium and large businesses manage their own fleets.

Local Team of Fleet Experts - Strategy and Execution

- Gain an entire team of experts to develop and benchmark your fleet strategy.
- AFC (industry exclusive) to execute and coordinate your fleet plan.
- Multi-channel vehicle resale network.
- Consolidated reporting with state-of-the-art technology.
- Ongoing industry expertise and annual financial review.



ACQUISITION

FACTORY ORDERING

INFRASTRUCTURE ON STOCK

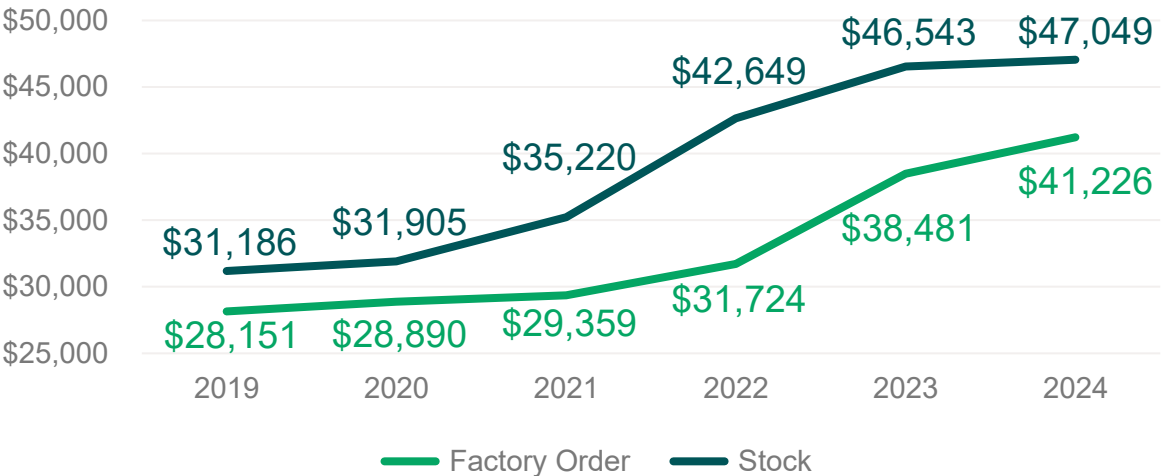
INCENTIVE STRATEGY

ORDER TIMING

AFTERMARKET PROCESS & LOGISTICS

Proactive planning

Average Factory Order savings of \$5,800 (12%) vs. Stock in 2024



Last year alone, Enterprise Fleet Management collected

\$96 MILLION

in manufacturer incentives for clients.

Open-End Lease Benefits

- Separate line of credit for vehicles
- Optimize cash flow with flexible funding options
- **Unlimited mileage, no mileage penalties**
- **No abnormal wear & tear clauses**
- Greater flexibility if requirements change
- Flexibility of term
- **City Retains Equity at End of Term**

REMARKETING: BY THE NUMBERS



150

REMARKETING LOTS
IN NORTH AMERICA



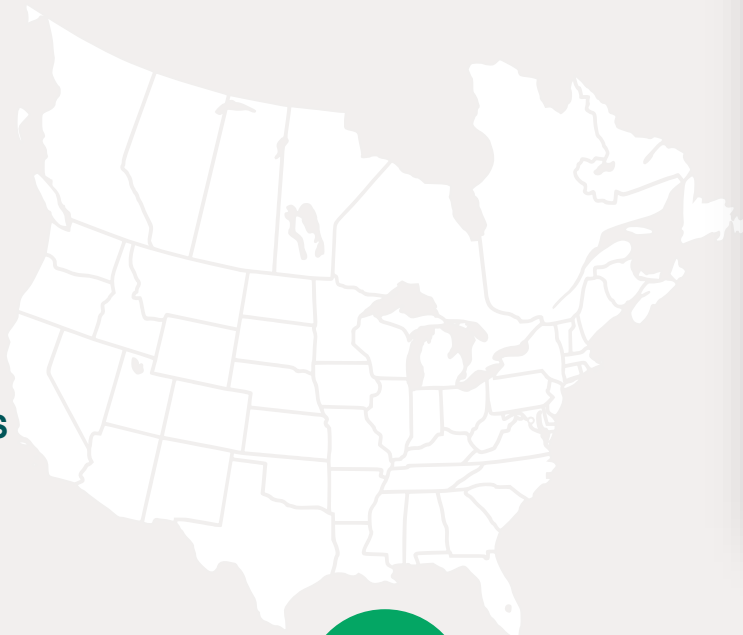
12,000+

UNIQUE BUYERS



471

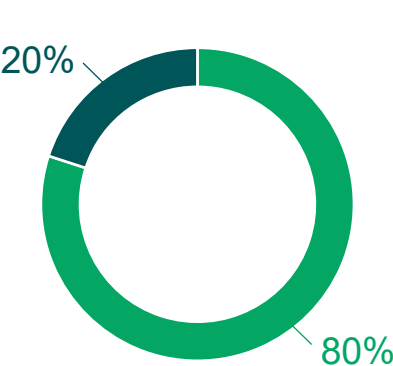
DEDICATED REMARKETING
EMPLOYEES



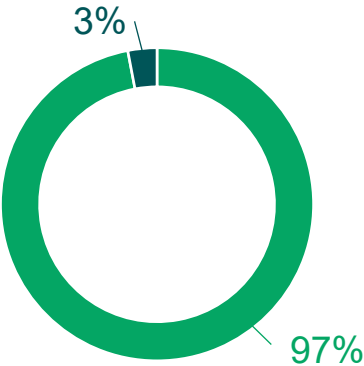
Resale channels

Direct Sales Auction

Percentage of Sales



Total % over Black Book (CVI)



126K+

VEHICLES SOLD BY
ENTERPRISE IN 2024

AT AN AVERAGE OF

110%

ABOVE BLACK BOOK (CVI)

05/05/2026

Fleet Profile – Targeted Approach

City of Sallisaw

City of Sallisaw

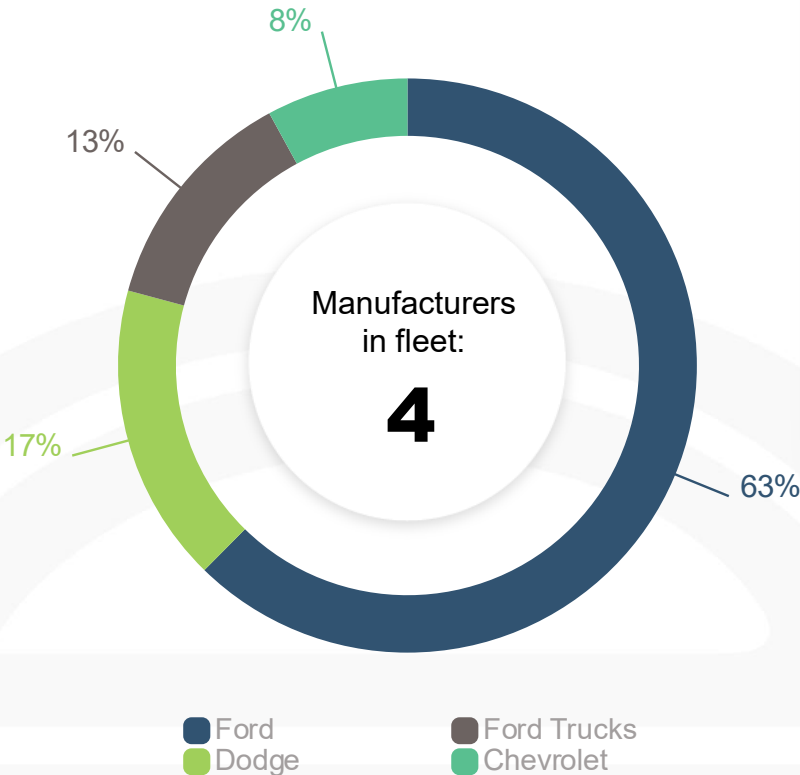
Fleet Profile

Total fleet size: Total fleet value:

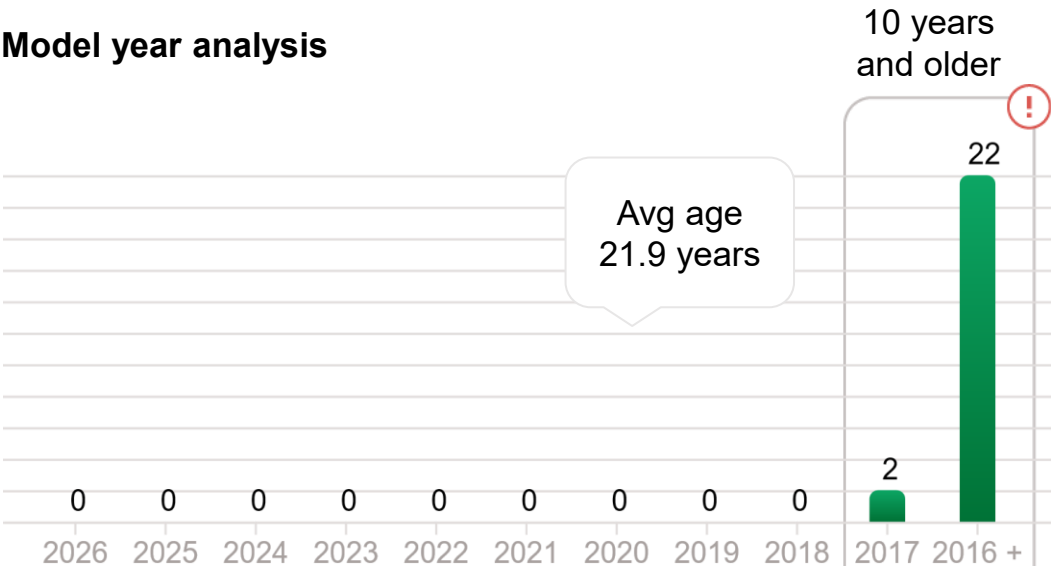
25

\$52,500

Manufacturer breakdown



Model year analysis



Avg holding Period (in years)

N/A

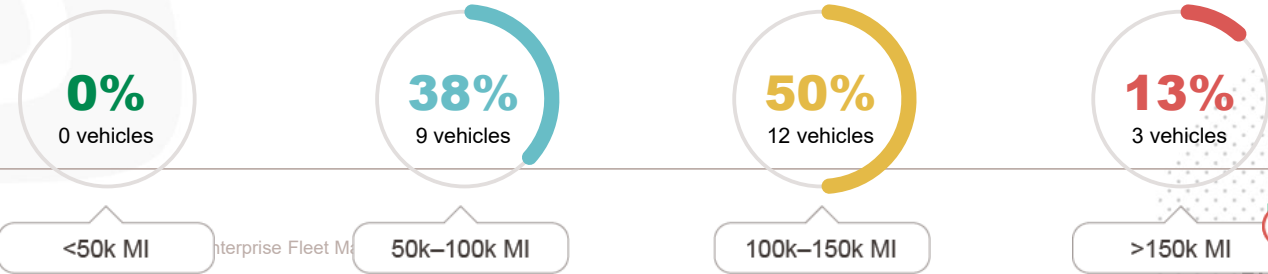
Avg annual acquisitions

N/A

Average holding and acquisitions based on prior 5-year period.

Odometer distribution

Average Odometer: 115,625



TARGETED APPROACH – 5 YEAR CYCLE

Replacement Plan

Customer Name	VIN	25 Cycle	Repl. Year	Model Year	Make	Model	Series	Market Value	Months in Service
City of Sallisaw	1GBJK34J5GJ125362	2027	1st	1986	Chevrolet	K30	1 ton P/U 4WD (8 Cylinders)	500	
City of Sallisaw	1B7HC16Y71S770618	2027	1st	2001	Dodge	Ram 1500	ST 4x2 Regular Cab 6.75 ft. box 118.7 in. WB	\$1,500.00	304
City of Sallisaw	3FTNX21L74MA01204	2027	1st	2004	Ford	F-250	XL 4x4 SD Super Cab 6.75 ft. box 142 in. WB HD	\$3,000.00	268
City of Sallisaw	1FAFP23146G140564	2027	1st	2006	Ford	Five Hundred	SE 4dr Front-Wheel Drive Sedan	\$750.00	244
City of Sallisaw	2G1WT58K281367186	2027	1st	2008	Chevrolet	Impala	LT w/3.5L 4dr Sedan	\$1,500.00	220
City of Sallisaw	1FTDF17W6VLB04384	2028	2nd	1997	Ford	F150	1/2 ton P/U 2WD	500	
City of Sallisaw	1FTEF15N5SLB11255	2028	2nd	1995	Ford	F150	1/2 ton P/U 2WD (8 Cylinders)	500	
City of Sallisaw	1FTEF25H3SNA81886	2028	2nd	1995	Ford	F250	Reg Cab 139"WB XL 4WD	\$1,000.00	
City of Sallisaw	1B7HC16Y41S770611	2028	2nd	2001	Dodge	Ram 1500	ST 4x2 Regular Cab 6.75 ft. box 118.7 in. WB	\$1,500.00	304
City of Sallisaw	3B7KC26Z61M583996	2028	2nd	2001	Dodge	Ram 2500 Chassis	ST 4x2 134.7 in. WB	\$2,000.00	304
City of Sallisaw	3B6MC36521M558237	2029	3rd	2001	Dodge	Ram 3500 Chassis	ST 4x2 138.7 in. WB	\$2,000.00	304
City of Sallisaw	1FTRF17W93KA94653	2029	3rd	2003	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 120 in. WB	\$1,500.00	280
City of Sallisaw	1FTNF20L03EB30037	2029	3rd	2003	Ford	F-250	XL 4x2 SD Regular Cab 8 ft. box 137 in. WB HD	\$3,000.00	280
City of Sallisaw	2GCEK19T431209575	2029	3rd	2003	Chevrolet	Silverado 1500	Base 4x4 Extended Cab 6.6 ft. box 143.5 in. WB	\$3,087.50	280
City of Sallisaw	3FTNX21L74MA01171	2029	3rd	2004	Ford	F-250	XL 4x4 SD Super Cab 6.75 ft. box 142 in. WB HD	\$3,000.00	268
City of Sallisaw	2FTRX18W04CA28428	2030	4th	2004	Ford	F-150 Heritage	XL 4x4 Super Cab Styleside 6.5 ft. box 139 in. WB	\$2,175.00	268
City of Sallisaw	1GCEK19T04E315666	2030	4th	2004	Chevrolet	Silverado 1500	Base 4x4 Extended Cab 6.6 ft. box 143.5 in. WB	\$3,537.50	268
City of Sallisaw	1FTZR45E06PA30432	2030	4th	2006	Ford	Ranger	XLT 4dr 4x4 Super Cab Styleside 6 ft. box 125.7 in. WB	\$750.00	244
City of Sallisaw	1FTZR45E26PA30433	2030	4th	2006	Ford	Ranger	XLT 4dr 4x4 Super Cab Styleside 6 ft. box 125.7 in. WB	\$750.00	244
City of Sallisaw	1FTRX12W96FA35586	2030	4th	2006	Ford	F-150	STX 4x2 Super Cab Styleside 5.5 ft. box 133 in. WB	\$1,000.00	244
City of Sallisaw	1FTRF12247KB10977	2031	5th	2007	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	\$2,162.50	232
City of Sallisaw	1FTYR15E07PA42446	2031	5th	2007	Ford	Ranger	XL 2dr 4x4 Super Cab Styleside 6 ft. box 125.7 in. WB	\$3,525.00	232
City of Sallisaw	1FTFX1CVXAF89707	2031	5th	2010	Ford	F-150	XL 4x2 Super Cab Styleside 6.5 ft. box 145 in. WB	\$1,500.00	196
City of Sallisaw	1FM5K7B83HGC62704	2031	5th	2017	Ford	Explorer	Base 4dr Front-Wheel Drive	\$6,000.00	112
City of Sallisaw	1FM5K7B81HGC62703	2031	5th	2017	Ford	Explorer	Base 4dr Front-Wheel Drive	\$6,000.00	112

TARGETED APPROACH – 5 YEAR CYCLE

Targeting 25 Vehicles – 5 Year Cycle

							City of Sallisaw													
							Est Menu Pricing													
							Equity Lease Menu Pricing													
Year	Make	Model	Trim	Cutoff Date	Estimated Lead Times	Engine	Quantity by type	Term	Estimated Annual Mileage	Upfront AME Cost	Total Upfront Cost per Quantity	Monthly Lease Cost	Total Monthly	Annual Cost	Annual Cost by Quantity	Reduced Book Value and Service Charge	Estimated Equity Return (per vehicle)	Effective Monthly Cost per Month	5th Year Estimated Valuation (Average)	Estimated Equity at Term by Qty.
SUV - Compact Truck																				
2026	Ford	Escape	Active FWD	Open	19-20 Weeks	1.5L Ecoboost	2	60	15,000	\$0.00	\$0.00	\$505.60	\$505.60	\$6,067.20	\$12,134.40	\$5,326.00	\$7,674.00	\$377.70	\$13,000.00	\$15,348.00
1/2 Ton																				
2026	Ford	F-150	XL 4x4 Regular Cab 8ft Box	Open	16-18 Weeks	2.7L V6 Ecoboost	1	60	15,000	\$0.00	\$0.00	\$732.00	\$732.00	\$8,784.00	\$8,784.00	\$7,918.00	\$13,082.00	\$513.97	\$21,000.00	\$13,082.00
3/4 Ton																				
2026	Ford	F-250	XL 4x4 Super Cab 6.75 SRW	Open	13-15 Weeks	6.8L Gas	1	60	15,000	\$0.00	\$0.00	\$865.11	\$865.11	\$10,381.32	\$10,381.32	\$9,130.00	\$21,370.00	\$508.94	\$30,500.00	\$21,370.00
1 Ton																				
2026	Ford	F-350	XL 4x4 Reg Cab 8ft DRW	Open	13-15 Weeks	6.8L Gas	1	60	15,000	\$0.00	\$0.00	\$869.12	\$869.12	\$10,429.44	\$10,429.44	\$9,173.00	\$23,327.00	\$480.34	\$32,500.00	\$23,327.00
							5					Annual Cost with Full Maintenance - Annual Cost (Year 2-5)			\$41,729.16		Estimated Equity at Term			\$57,779.00
												Total Budget Needed 1st Year before Equity in Current Fleet			\$41,729.16					

THANK YOU

Visit www.efleets.com/resources
for program videos and resources.



AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Sallisaw Municipal Authority
Subject: Water Purchase Contracts

ITEM TITLE: Discussion and possible action on Renewal of Water Purchase Contracts with Rural Water District No. 8, and C.D. Water Systems, for the Purchase of Treated Water

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The water contracts include a price increase of 2.7% Consumer Price Index (CPI) + 1% Capital Improvement; \$5.18 to \$5.37.

EXHIBITS: 1. C.D. WATER SYSTEMS
2. RWD8

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of water purchase contracts with Rural Water District No. 8 and C.D. Water Systems.

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

This contract for the sale and purchase of water is entered into as of the 11th day of **May, 2026** 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 11th day of May 2026 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 _____, 2026, 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 - - \$5.37 per thousand gallons. This charge for water is based on anticipated overall cost and reflects the Consumer Price Index (CPI) increase of the previous calendar year of 2.7% as calculated by the Bureau of Labor Statistics and a 1% Capital Improvement amount to offset the cost of system wide improvements, 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 **\$5.64** 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, 2026 and ending June 30, 2027, 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)

Approved as to form:

Jordan Pace, City Attorney

C.D. WATER SYSTEMS

By: 
OWNER

**RURAL WATER DISTRICT NO. 8
WATER PURCHASE CONTRACT**

This contract for the sale and purchase of water is entered into as of the 11th day of May, 2026, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER DISTRICT NO. 8**, 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 11th day of May 2026, 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 _____, 2026, 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 - **\$5.37** per thousand gallons. This charge for water is based on anticipated overall cost and reflects the Consumer Price Index (CPI) increase of the previous calendar year of 2.7% as calculated by the Bureau of Labor Statistics and a 1% Capital Improvement amount to offset the cost of system wide improvements, 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 **\$5.64** 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, 2026, and ending June 30, 2027, 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)

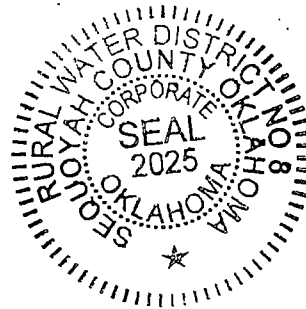
Approved as to form:

Jordan Pace, City Attorney

RURAL WATER DISTRICT NO. 8

By: W. Dan C. O'Leary
Chairman

ATTEST:
[Signature]
Secretary
(SEAL)



AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Sallisaw Municipal Authority
Subject: WTP - Holding Pond Liner

ITEM TITLE: Discussion and possible action on items related to the Water Treatment Plant Improvements — Holding Pond Liner

INITIATOR: City Manager
Director - WTP

STAFF INFORMATION SOURCE: Engineer
Bids Documents

BACKGROUND: On April 30th, bids were opened by staff and the project engineer. A total of 5 bids were received. After reviewing the bids, the engineer recommended awarding the contract to Weeks Farms dba Romaine Environmental, the low bidder.

1. Robinson Construction, LLC - \$1,862,827.00
2. Jim Bray Plumbing - \$340,328.00
3. CP3 Enterprise - \$368,406.03
4. Romaine Environmental - \$245,591.61
5. RTTC Construction - \$269,203.00

EXHIBITS: 1. Bid Tab Sum Sheet 1
2. Rec letter

KEY ISSUES:

FUNDING SOURCE: GL #030-701-57730 - \$500,000.00 budgeted

RECOMMENDATION: a. Acceptance of Bids
b. Award of Contract to Weeks Farms LLC dba Romaine Environmental in the amount of \$245,591.61.
c. Approval of Resolution 2026-03.

Bid Opening: April 30, 2026
Place: City Hall @ 10:00 am
3rd Floor Conference Room

Sallisaw Municipal Authority
WATER TREATMENT PLANT IMPROVEMENTS
Holding Pond / Backwash Basin
Sallisaw, Oklahoma
Bid Tab Summary

Job No# 25-6875

Item	Quantity	Description	Engineer's Estimate		RTTC Construction LLC.		Jim Bray Plumbing		Weeks Farms LLC DBE Romaine Environmental	
1	LS	Mobilization, Bonds and Insurance	\$	\$ 17,000.00	\$	\$ 15,000.00	\$	\$ 45,000.00		\$ 45,000.00
2	145 CY	Construct Three (3) foot Earthen Basin on Sludge Site	\$ 60.00	\$ 8,700.00	\$ 24.00	\$ 3,480.00	\$ 42.00	\$ 6,090.00	\$ 10.00	\$ 1,450.00
3	3,538 CY	Sludge Removal, Dewater, Relocate and Spread on North the Side	\$ 30.00	\$ 106,140.00	\$ 28.00	\$ 99,064.00	\$ 22.00	\$ 77,836.00	\$ 20.00	\$ 70,760.00
4	47,759 SF	Remove Rock, Grade, and Compact Subgrade and Test	\$ 2.00	\$ 95,518.00	\$ 1.00	\$ 47,759.00	\$ 2.00	\$ 95,518.00	\$ 0.79	\$ 37,729.61
6	LS	Locate & Expose Existing Utilities along South Berm	\$	\$ 9,500.00	\$	\$ 2,500.00	\$	\$ 8,500.00	\$	\$ 15,000.00
6	1,828 CY	Locate Offsite Borrow Pit and Test Clay - Relocate to Construction Site	\$ 35.00	\$ 63,980.00	\$ 35.00	\$ 63,980.00	\$ 38.00	\$ 69,464.00	\$ 10.00	\$ 43,872.00
7	1,828 CY	12" Compacted Clay Liner'	\$ 20.00	\$ 36,560.00	\$ 15.00	\$ 27,420.00	\$ 15.00	\$ 27,420.00	\$ 46.88	\$ 18,280.00
8	LS	Testing	\$	\$ 15,000.00	\$	\$ 10,000.00	\$	\$ 10,500.00	\$	\$ 13,500.00
		Total Construction Cost	\$ 352,398.00		\$ 269,203.00		\$ 340,328.00		\$ 245,591.61	

Bid Opening: April 30, 2026
Place: City Hall @ 10:00 am
3rd Floor Conference Room

Sallisaw Municipal Authority
WATER TREATMENT PLANT IMPROVEMENTS
Holding Pond / Backwash Basin
Sallisaw, Oklahoma
Bid Tab Summary

Job No# 25-6875

Item		Description	Engineer's Estimate		CP3 Enterprise Inc.		Robinson Construction LLC			
1	LS	Mobilization, Bonds and Insurance	\$	\$ 17,000.00	\$	\$ 90,897.88	\$	\$ 110,000.00		
2	145 CY	Construct Three (3) foot Earthen Basin on Sludge Site	\$ 60.00	\$ 8,700.00	\$ 88.41	\$ 12,877.45	\$ 125.00	\$ 18,125.00		
3	3,538 CY	Sludge Removal, Dewater, Relocate and Spread on North the Side	\$ 30.00	\$ 106,140.00	\$ 25.38	\$ 89,794.44	\$ 115.00	\$ 406,870.00		
4	47,759 SF	Remove Rock, Grade, and Compact Subgrade and Test	\$ 2.00	\$ 95,518.00	\$ 0.67	\$ 31,998.53	\$ 24.00	\$1,146,216.00		
6	LS	Locate & Expose Existing Utilities along South Berm	\$	\$ 9,500.00	\$	\$ 2,000.00	\$	\$ 15,000.00		
6	1,828 CY	Locate Offsite Borrow Pit and Test Clay - Relocate to Construction Site	\$ 35.00	\$ 63,980.00	\$ 36.09	\$ 65,972.52	\$ 52.00	\$ 95,056.00		
7	1,828 CY	12" Compacted Clay Liner'	\$ 20.00	\$ 36,560.00	\$ 33.32	\$ 60,908.96	\$ 20.00	\$ 36,560.00		
8	LS	Testing	\$	\$ 15,000.00	\$	\$ 13,956.25	\$	\$ 35,000.00		
		Total Construction Cost	\$	\$ 352,398.00		\$ 368,406.03	\$	\$ 1,862,827.00		

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak

SALLISAW, OKLAHOMA 74955

(918)775-7731

harveng@diamondnet.us

May 6, 2026

Brian Heverly, City Manager
Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, Oklahoma 74955

RE: Sallisaw Municipal Authority
Water Treatment Plant Improvements
Holding Pond / Backwash Basin
Job No: 25-6875

Mr. Heverly,

The bid proposals were opened on April 30, 2026 have been reviewed for consideration for this project. The apparent low bidder for this project is as follows:

Original Bid Amount

Weeks Farms LLC DBA Romaine Environmental Taloga, Oklahoma	\$ 245,591.61
--	----------------------

The Proposal, Bid Bond, and Affidavits were found to be in order. The Statutory Bond, Performance Bond and Proof of Insurance will be completed after the contract is awarded. At this time we would recommend that the apparent low bidder, **Weeks Farms LLC DBA Romaine Environmental** be selected for this project, based on the acceptance of the all project documents.

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

Sincerely,



J. Scott Neel
Project Manager
JSN/ap

RESOLUTION 2026-03

A RESOLUTION AUTHORIZING THE GENERAL MANGER TO APPROVE CHANGE ORDERS ON THE WATER TREATMENT PLANT IMPROVEMENTS – HOLDING POND LINER PROJECT UP TO \$24,559.16 FOR THE SALLISAW MUNICIPAL AUTHORITY

WHEREAS, the Sallisaw Municipal Authority is undertaking a Water Treatment Plant Improvement – Holding Pond Liner Project; and

WHEREAS, unforeseen circumstances or changes in project scope may necessitate modifications to the Water Treatment Plant Improvements – Holding Pond Liner Project;

WHEREAS, it is in the best interest of the SMA to have a streamlined process for approving such modifications;

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

Section 1. Authorization. The Manager is hereby authorized to approve change orders on the Water Treatment Plant Improvements – Holding Pond Liner, provided that the aggregate value of all change orders for a given project does not exceed \$24,559.16 which is 10% the original contract value. This is in accordance with Administrative Policy, City of Sallisaw Purchasing Manual Policy No. 2.004.00, Revision 5 approved on May 12, 2025.

Section 2. Reporting. Approved change orders must be presented to the Sallisaw Municipal Authority at the next regularly scheduled meeting for acknowledgement.

Section 3. Effective Date. This resolution shall be effective immediately upon its adoption.

Section 4. Termination Date. This resolution shall terminate at the completion of the Water Treatment Plant Improvements – Holding Pond Liner.

PASSED and APPROVED this 11th day of **May, 2026**.

Sallisaw Municipal Authority

BY: _____
MARLEY ABELL, Chairman

ATTEST:

KIM JAMISON, Secretary
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
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 \$14,550.00 to conduct additional cultural resource survey work of the Sallisaw Landfill Project; and approval for the City Manager to sign ensuing contract for the same price

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: This is the second phase of the cultural survey requirement, a survey of a proposed 54-acre Permittee Responsible Mitigation (PRM) area.

EXHIBITS: 1. Algonquin proposal - Sallisaw Landfill Expansion additional PRM area_260414

KEY ISSUES:

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

RECOMMENDATION: Approval of Scope of Work and Quote in the amount of \$14,550.00 and authorize the City Manager 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. The area to be surveyed is referred to as the proposed Permittee Responsible Mitigation area or the proposed PRM area.

Purpose of Archaeological

Survey: The Class III survey is intended to fulfill USACE permit requirements for the project. The proposed PRM area location is shown in Figure 1, at right.



Figure 1. Proposed PRM Area and access roads to east and west (violet highlighted areas).

Description of Project Area: The proposed 31.2-acre PRM area lies along the Wolf Creek valley, southeast of Sallisaw, in Township 11 North, Range 24 East of the Indian Meridian. At least seven (7) archaeological sites have been recorded in close proximity to the boundaries of the proposed PRM area, while a number of others lie slightly further away. The proposed PRM area lies in and along Wolf Creek, and sites may be less likely to be located within it, especially in its southern half.

Technical Scope, Archaeological Survey: The archaeological survey of the proposed PRM Area 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 aerials, 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 proposed PRM area is estimated at between 190-235, including an estimation for any additional shovel tests that may be required in order to define the lateral extent of any sites encountered. The survey will require 1 to 2 weeks 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 proposed PRM 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. This scenario, based on the results of previous archaeological work in the vicinity, is unlikely. Web Soil Survey maps typical bottomland soils such as 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. .

In advance of in-field examinations of the project area, calculations of the potential for the existence of *in situ* archaeological deposits that have maintained significant depositional integrity 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 and poor drainage – frequently flooded areas and those that are poorly drained typically are less desirable for habitation and thus are less likely to contain archaeological materials; the estimation of low archaeological potential for soils such as these 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 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 most recently completed the 52-acre Class III survey for the nearby proposed landfill expansion area for the City of Sallisaw. Personnel also 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 4 weekdays 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 in the soils in the PRM area will require anywhere from 20 to 40 minutes for the archaeologist to excavate, screen, and record information. Schedule and cost estimations also include the time necessary to complete the other tasks that are required (such as visual inspection, photo-documentation, geomorphic and soils evaluation).

Field work for the proposed PRM area will be completed within ca. 1-2 weeks. This schedule recognizes that no work may be possible on weekends if access to the project area is controlled by the existing landfill, and that spring weather is hobbled by periods of rain. Survey cannot proceed in the rain or in soils that are very wet; thus, a period is needed for the soils to dry after heavy rainfall. If deed research for any historical sites discovered needs to be performed (an SHPO requirement), 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 60 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.

Costs include the required fee to the Oklahoma Archeological Survey (OAS) , which houses site file and survey records. 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 long stretches of severe weather or other factors external to Algonquin that would cause a long 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.

Table 1. Itemized costing for Class III archaeological survey, proposed PRM area. All mileage and lodging/per diem costs are below 2026 GSA rates.

<i>Itemized Budget Proposed PRM Area</i>	<i>Amount</i>
<i>Labor</i>	
Comprehensive Background Research (OAS records & other SHPO-required online research)	\$750.00
Visual Inspection and Subsurface Testing, ca. 300. 235 max shovel tests (includes standard additional field survey data collecting on soils, geomorphology, etc.)	7,000.00

Algonquin Quote & Scope, Sallisaw Landfill Project, Proposed PRM Area

<i>Itemized Budget Proposed PRM Area</i>	<i>Amount</i>
Post-field data and artifact analysis (includes any site form prep and submission, but no curation fees included)	950.00
Report Production – includes GIS mapping work	1,550.00
<i>Travel</i>	
Lodging – rates estimated based on current Sallisaw hotel rates	3,100.00
Per Diem	1,200.00
TOTAL	\$14,550.00

Rebecca A. Hawkins, VP
Algonquin Consultants, Inc.
918-541-0782 / rahawkins@algonquinconsultants.com
4-13-2026

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Sallisaw Municipal Authority
Subject: Lease

ITEM TITLE: Discussion and possible action on Lease Agreement with the Sallisaw Lions Rodeo, Inc. for lease of the rodeo grounds for a 5-year term ending 2030

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: This agreement is for a 5-year lease with the Sallisaw Lion's Rodeo, Inc. for use of the rodeo grounds. There were some minor amendments to the agreement; added dates for additional use in April and/or May for special events; changed the time frame for other rodeo events to be held prior to their annual event (from 90 to 30); accounting will be reviewed by the SMA at their meeting in February; they will provide their own event security.

EXHIBITS: 1. LEASE AGREEMENT.Lions Club.final

KEY ISSUES:

- Need updated proof of liability coverage.
- Proof of domestic corporation status prior to July 1st.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of lease agreement with Sallisaw Lion's Rodeo, Inc.

LEASE AGREEMENT

This lease made and entered into by and between the Sallisaw Municipal Authority, a public trust, hereinafter referred to as “LESSOR”, and the Sallisaw Lions Rodeo, Inc., an Oklahoma non-profit corporation, of P.O. Box 903, Sallisaw, Oklahoma 74955, hereinafter referred to as “LESSEE”.

That LESSOR, in consideration of the non-profit status of LESSEE and the premises herein set forth, hereby agrees to waive the usage fee as provided in the Fee Schedule of the LESSOR and LESSOR hereby leases to LESSEE for the purpose of operating and maintaining a rodeo facility and facility useful for similar events on the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

A part of the SE1/4 SW1/4 of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 122 feet East of the NW corner of the said SE1/4 SW1/4, thence East 356 Feet; thence South 01°45'West 471 feet; thence North 88°25'West 118 feet; thence North 71°51'West 212 feet; thence North 01°10'East 306 feet; thence North 45°West 32 feet; thence North 1°10'East 69 feet to the point of beginning,

for a certain period of forty-six (46) days only per each year, beginning at 12:01 o'clock a.m. July 1 and ending as 12:00 o'clock p.m., August 15, effective in the years of 2026, 2027, 2028, 2029, and 2030 (5 years), with public events scheduled to be held during such period of time. In addition to that certain period there may be additional use of nonconsecutive days during the months of April and/or May each year, subject to first-come first-serve availability.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES, HERETO, AS FOLLOWS:

I. Additional Property

1. The LESSOR also grants the LESSEE the right to use for vehicular parking purposes only, during such community entertainment event, for the term of this lease, the following described real estate situated in Sequoyah County, Oklahoma, to-wit:

A part of the SE1/4 SW1/4 of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 488 feet West of the NE corner of the SE1/4 SW1/4 of Section 32, Township 12 North, Range 24 East; Thence South 23° 30' West 255 Feet; thence South 80°0'West 47 feet; thence South 01° 15' West 360 feet; thence South 75° 45' West 290 Feet; thence North 1° 40' West 202 feet; thence South 88° 25' East 98 feet; thence North 01° 45' East 471 Feet; thence East 354 feet to the point of beginning, containing 4 acres more or less.

The right to use either or both above-described tracts of land may be cancelled by either party upon 60 day's written notice to the other party, subject to any existing contracts creating financial responsibility. The LESSOR reserves the right to cancel if the property is needed for other cultural purposes, parking, industrial purposes or other similar needs of the LESSOR.

II. General

1. The LESSEE herewith has the general usage, operations, maintenance, management, and supervision of the leased property as herein described.
2. The LESSEE shall have the right to schedule and use the leased property and to develop and implement written usage rules and policies and amend or revise same. Said rules and policies shall be subject to approval of LESSOR prior to implementation, and a copy of the same shall be filed with the Secretary of the LESSOR. LESSEE agrees that any and all use of the leased property shall be on the same general terms and conditions herein denoted.

III. Fiscal

1. The LESSEE commits to reinvest at minimum of 20% of any net proceeds derived from and/or through the lease of the Lessor's property to be used for the general maintenance, upkeep, improvements of the leased property and/or promoting of rodeos. The LESSEE may "carry forward" to succeeding years any amount expended from previous years in excess of said required 20%. It is specifically agreed and understood the balances of the LESSEE'S net proceeds will be utilized for other Sallisaw Lion's Club civic activities, events, projects or services as LESSEE so desires.
2. LESSOR agrees to consider budgeting at a minimum in its annual budget, a sum equal to that of LESSEE for mutually identified and agreed capital improvements to the leased property at a meeting to be held prior to June 30th of each year. Such improvements shall become the property of the LESSOR, subject to this lease.
3. The LESSEE agrees to carry general commercial liability insurance for limits not less than the limits set out in the political subdivision Tort Claims Act of the State of Oklahoma, now in existence, or as hereinafter amended, which limits are presently set at One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. The LESSEE agrees to carry such liability insurance to protect both the LESSEE and LESSOR and the City of Sallisaw from any liability for personal injury or property damage on account of any sponsored events and/or scheduled activities carried out and/or held on the real estate described above. LESSEE agrees to furnish the LESSOR a certificate of such insurance or a copy of such insurance policy.
4. LESSOR shall provide standard insurance coverage of the property leased hereunder in and to the same for as LESSOR does other similar property owned by LESSOR.

IV. Accounting

1. The LESSEE shall provide on or before the 15th day of January of each year for review by the LESSOR's governing body on the second Monday in February at the monthly meeting of the Sallisaw Municipal Authority, fiscal accounting for the previous calendar year relating to all receipts and disbursements on any and all activities associated with the leased property in a format approved and requested by LESSOR. Such fiscal format shall not be so designed so as to be uncommon and/or discouraging to compile. The LESSEE shall provide proof of domestic corporation status on or before the 1st day of July 2026.

V. Facility

1. LESSEE and LESSOR herewith agree that they will each designate a representative to mutually conduct a physical inspection of the LESSOR'S property on or before the 1st day of June each year and said representatives shall mutually conduct such physical inspection of said property and facilities. The purpose of the inspection shall be to determine the general safety of the property, to evaluate the physical conditions of the property, to identify necessary repairs, and to identify future capital improvements desired. It is mutually agreed that any repairs, maintenance and/or improvements made shall be in compliance with applicable City building, electrical, and plumbing codes. Nothing in the agreement shall restrict the LESSOR from causing and/or making any desirable alterations, repairs and/or improvements to the leased property so long as such repairs or improvements do not unduly restrict and/or interfere with LESSEE'S usage of the property. LESSEE shall be required to receive LESSOR'S approval of any major physical alteration and/or improvement to the leased property. LESSOR hereto agrees to extend and/or provide utility services points of the LESSOR'S utility system to approved improvement sites, locations and/or facilities as applicable. LESSOR shall not be restricted to general access of property leased herein.
2. LESSEE and LESSOR herewith acknowledge and concur that any and all permanent repairs and/or improvements made to and/or on the leased property are and shall become the property of the LESSOR.
3. LESSEE and LESSOR herewith acknowledge and concur that any and/or all personal property, equipment, and appurtenance not of a permanent nature made to and/or on the leased property by the LESSEE shall remain the property of the LESSEE; and said LESSEE shall have 60 calendar days upon cancellation and/or non-renewal of said lease to remove such property.
4. LESSEE agrees to sponsor and conduct and/or cause to conduct an annual community rodeo to be sponsored and conducted for the general welfare and enjoyment of the Sallisaw community. LESSEE may schedule, sponsor and conduct more than one rodeo and/or cause same to be scheduled, sponsored, conducted and/or provided. Nothing herewith is to be construed or interpreted in any way, shape, manner or form to restrict and interfere with the LESSEE from charging or assessing for the usage, collecting sponsorship fees, participation fees and/or admittance fees to said rodeo facilities, services or other events. LESSOR shall have no obligation in sponsoring, conducting and/or providing of same. LESSEE may also utilize the leased property directly and/or indirectly to conduct, sponsor, provide or otherwise promote other usages of the rodeo facility.
5. LESSEE agrees to clean and/or cause to be cleaned the leased property during usage periods and after occupation on the same as necessary to maintain sanitary conditions and at the completion of each day's events.
6. LESSOR agrees not to allow this facility to be used for any other rodeo, within thirty (30) days of the LESSEE'S annual community rodeo. Definition of "rodeo" for the purposes of this contract is defined as two or more rodeo events per night.

7. LESSOR agrees to prohibit and/or not allow any other LESSEE to hold any rodeo event designated, and/or called, and/or implied as “the Sallisaw Rodeo”, throughout each year during the terms of this agreement.
8. LESSOR and LESSEE herewith agree that LESSEE shall maintain and shall have usage and possession of the storage building located on the premises throughout each year during the terms of this agreement.

VI. Term

1. This lease may be amended, suspended or revised from time to time in written form as may be mutually acceptable to both parties.
2. Transfer of this lease shall not be made in whole or part by the LESSEE without the express written consent of the LESSOR, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the LESSEE.
3. Sallisaw Municipal Authority shall exercise its privilege of terminating this lease only for the reason that the LESSEE is failing to comply with the terms hereof, which shall be in the sole discretion of the Board of Trustees of the Sallisaw Municipal Authority or for the reason of the grounds herein described, or if it is determined by the Authority that the Authority needs such property for other purposes such as industrial development, park, parking, water or sewage treatment plants or systems or other similar related needs.
4. LESSEE or LESSOR herewith agree that this lease may be extended by LESSEE for an additional five (5) years unless otherwise terminated as described herein.
5. In the event that any provision or portion thereof of this Lease Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Lease Agreement shall not affect the validity or enforceability of any other provision or portion of the Lease Agreement.

VII. Security

1. Security for all events hosted by the Sallisaw Lions Club shall be provided by the Sallisaw Lions Club. The City of Sallisaw shall not be responsible for providing security for these events.
2. Law Enforcement will respond as necessary to requests for emergency assistance. There will be officers on scene but not patrolling nor responsible for event security.
3. The LESSOR will facilitate direct communication means between Law Enforcement and the LESSEE.

WITNESS OUR HANDS AND SEALS this 11th day of May, 2026.

LESSOR
SALLISAW MUNICIPAL AUTHORITY

BY: _____
Chairman

ATTEST:

KIM JAMISON, Secretary
[SEAL]

Approved as to form: _____
JORDAN PACE, Sallisaw City Attorney

LESSEE:
SALLISAW LIONS RODEO, INC.

BY: _____
President

Attest:

Secretary

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Sallisaw Municipal Authority
Subject: Cloud Based Services

ITEM TITLE: Discussion and possible action on Calix SmartMDU & SmartHome Upgrade Order Document for a 3-year term for Cloud Based Services for Diamondnet in the amount of \$116,550.00 (over 3-years)

INITIATOR: IT Director
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: Calix SmartHome Service – Summary of Benefits

Adding SmartHome services to our existing broadband system would allow DiamondNet to offer residents more than internet by providing managed Wi-Fi, cybersecurity, and home network controls through a single platform.

Benefits to the City / Utility:

- Creates new revenue opportunities through optional premium services
- Improves customer retention and satisfaction
- Reduces service calls with remote network management tools
- Strengthens competitiveness with larger providers

Benefits to Residents:

- More reliable, optimized home Wi-Fi
- Built-in cybersecurity protection
- Parental controls and device management
- Easy-to-use app for monitoring and controlling home networks

Overall:

This service enhances our broadband offering, supports long-term financial sustainability, and improves quality of service for residents. Currently, we are paying \$18,000.00 per year for this service. This cost will be replaced by the proposed amounts.

EXHIBITS: 1. Sallisaw_SmartHome_MDU_OD

KEY ISSUES:

FUNDING SOURCE: GL #090-604-55501 Technical Support

RECOMMENDATION: Approval of Calix Enterprise Subscription Order Document.



SmartMDU & SmartHome Upgrade Order Document

Customer Information

Company Name CITY OF SALLISAW DBA DIAMONDNET
Business Address: P.O. BOX 525,
Sallisaw, OK 74955
United States
Shipping Address: 115 E CHOCTAW AVE,
SALLISAW, OK 74955
United States

Customer Contact
Name: Brian Heverly
Email: bheverly@sallisawok.org
Phone: (918) 790-7117
Shipping Contact
Name: Brian Heverly
Email: bheverly@sallisawok.org

This Order Document for SmartMDU & SmartHome Upgrade ("Services") is effective as of the date last signed ("Effective Date"), the Service Start Date is as outlined in the Pricing section below ("Service Start Date"), and this Order Document is subject to the Calix Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Existing Order

Whereas Customer and Calix are Parties to the Cloud Foundation Order Document (Ref#2024-262357-4002) last signed January 27, 2025 ("Existing OD"). The Existing OD is hereby terminated on May 31, 2026, ("Termination Date") and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until the Termination Date.

Service Start Date: June 01, 2026 A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing Terms

Period 1: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01364	All GigaSpires minus SmartBiz GigaSpires	12 Months	\$1.85	1200	\$26,640.00
SmartMDU and SmartHome Upgrade					
Period 1 Total					\$26,640.00
Period 2: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01364	All GigaSpires minus SmartBiz GigaSpires	12 Months	\$1.85	1750	\$38,850.00
SmartMDU and SmartHome Upgrade					
Period 2 Total					\$38,850.00
Period 3: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01364	All GigaSpires minus SmartBiz GigaSpires	12 Months	\$1.85	2300	\$51,060.00
SmartMDU and SmartHome Upgrade					
Period 3 Total					\$51,060.00

SmartMDU & SmartHome Upgrade includes the following:



- SmarthHome Upgrade
- SmartMDU Upgrade

Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payments are due within thirty (30) days of invoice date. Payment is subject to the terms and conditions as outlined in the Agreement.

Term, Renewal and ETF

The Services will commence on the Services Start Date and shall continue for an initial term of 36 months plus an initial period (if applicable). Thereafter, the Services will automatically renew for successive 36 month periods beginning at the end of the most recent term, unless either party provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal by up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term. Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Beginning on the Service Start Date, the Service will be enabled.

Smart Start Services

Smart Start Services are available with the initial delivery of the Service. Smart Start Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

<https://www.calix.com/content/dam/calix-com/assets/services/sd/smart-start-for-managed-services.pdf>

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

**CITY OF SALLISAW DBA DIAMOND-
NET**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Purchase Authorization

A purchase order reference is required for all periods prior to processing this order and commencement of Services. The following purchase orders have been authorized to fund this purchase:

Period 1 PO:

Period 2 PO:

Period 3 PO:

Note: If Customer's business practice is not to issue purchase orders for all or some of the periods, please note the reference number 2026-310168-6272 as the PO# authorizing Calix to use the reference number for booking and invoicing purposes. "TBD" or invalid purchase order references will not be accepted.