

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

June 8, 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 May 11, 2026, and special meeting of May 19, 2026**
- 4. Consent agenda**
 - (a) Possible action on Resolution 2026-04: *Resolution of Lease Purchase Renewal* on a 2025 Aljon ADV 525 Rebuilt Core Landfill Compactor (Payoff 4/2031)
 - (b) Possible action on Resolution 2026-05: *Resolution of Lease Purchase Renewal* on a 2025 Caterpillar D6T Dozer with Waste Handling undercarriage Package VIN: HNK10319/STK#C151101 (payoff 07/2030)

- (c) Possible action on Resolution 2026-06: *Resolution of Lease Purchase Renewal* on one (1) 2025 commercial overhead sanitation truck VIN:3BPDLK0X4SFY38809 (payoff 09/2029)
- 5. **Discussion and possible action on Resolution 2026-07; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the Sallisaw Municipal Authority, and Superseding Previous Resolutions***
- 6. **Discussion and possible action on Resolution No. 2026-08: *A Resolution Authorizing the Purchase of Real Property in the Amount of \$130,000.00 and Approving all Actions Necessary to Complete Said Acquisition***
- 7. **Discussion and possible action on extension of current contract with Rural Water, Sewer, and Solid Waste Management District No. 4 (RWD4) for the same terms as previously approved on May 12, 2025**
- 8. **Adjourn**

Posted: June 5, 2026

Time: 3:15 P.M.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

MAY 11, 2026

The Sallisaw Municipal Authority met in a regular meeting on May 11, 2026, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXM; by posting at city hall on May 8, 2026, at 11:15 A.M.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell, Kenny Moody, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 3 Trustee, Ward 4
Members absent:	Josh Bailey,	Trustee, Ward 2
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Whitekiller, Keith Miller, Clint Smith, Chris Carter, Ben Spyres, Gene Martin, Joe Lufkin, Caleb Dotson, John Owens,	General Manager City Attorney Secretary Director of Finance Community Development Director IT Manager Senior Code Inspector Computer Technician Chief Accountant Patrolman Patrolman Police Chief

Others present: Lynn Adams; Shawn Mannon; Lisa Mannon; Kathy Rolston; Sarah Hardin; Shawn Rolston; Philip Gay; Pamela Gay; Julie Becker; Brian Becker; Jeanne Moore; Robin Harris; Becko Rivera; Others Unidentified.

Meeting called to order

Chairman Abell called the meeting to order. The meeting began at 6:27 P.M.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of April 13, 2026

Motion was made by Moody, seconded by Hamilton, for approval of the minutes of April 13, 2026. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

Possible action on Manager Contract for a three (3) year period from July 1, 2026, to June 30, 2029

Motion was made by Moody, seconded by Hamilton, for approval of Manager Contract. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

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

Council received a presentation from Enterprise Holdings representative John Holland regarding a potential fleet cost-reduction and replacement program for City vehicles. Mr. Holland reviewed Enterprise's fleet management services, including vehicle acquisition, life cycle analysis, maintenance options, resale services, and an open-ended equity lease structure designed to assist with phased vehicle replacement. Discussion included the age and condition of the City's current fleet, with approximately 25 vehicles identified as more than 10 years old and an average fleet age of approximately 21.9 years. Staff and Council discussed a possible pilot program involving replacement of approximately five vehicles per year over a five-year period, anticipated reductions in operating and maintenance costs, warranty coverage on newer vehicles, and disposal of surplus vehicles through city auction with proceeds returned to City funds. Council members expressed interest in reviewing additional financial information, operational impacts, and department input during the upcoming budget workshop. No action was taken.

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

Motion was made by Mendiola, seconded by Moody, for approval of water purchase contract with Rural Water District No. 8 and C.D. Water Systems. Vote: Mendiola aye; Moody aye Hamilton aye; Abell aye. Motion carried 4-0.

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

Possible acceptance or rejection of Bids

Motion was made by Mendiola, seconded by Hamilton, for acceptance of bids. Vote: Mendiola aye; Hamilton aye; Moody aye; Abell aye. Motion carried 4-0.

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

Motion was made by Mendiola, seconded by Hamilton, to award Contract to Weeks Farms, LLC dba Romaine Environmental in the amount of \$245,591.61. Vote: Mendiola aye; Hamilton aye; Moody aye; Abell aye. Motion carried 4-0.

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*

Motion was made by Mendiola, seconded by Moody, for approval of Resolution 2026-03. Vote: Mendiola aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Scope of Work and Quote with Algonquin Consultants, Inc. in the amount of \$14,550.00. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Lease Agreement with Sallisaw Lions Rodeo, Inc. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell abstain. Motion carried 3-1.

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)

Motion was made by Moody, seconded by Hamilton, for approval of the Calix SmartMDU & SmartHome Upgrade Order Document. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

Adjourn

Motion was made by Moody, seconded by Mendiola, to adjourn the meeting. Vote: Moody aye; Mendiola aye; Hamilton aye; Abell aye. Motion carried 4-0. Motion carried 4-0. The meeting ended at 6:57 P.M.

Approved this 8th day of June 2026.

Secretary to the Authority

(SEAL)

MINUTES
SALLISAW MUNICIPAL AUTHORITY
SPECIAL MEETING
MAY 19, 2026

The Sallisaw Municipal Authority, in conjunction with the Board of City Commissioners, met in a special meeting on May 19, 2026, in the Council Chambers, 113 N. Elm St, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by e-mailing to KXXMX; by posting at City Hall on May 14, 2026, at 3:30 P.M.; by posting on the City's websites; and, by giving notice to the City Clerk.

Members Present:	Marley Abell,	Chairman
	Kenny Moody,	Trustee, Ward 1 (arrived at 9:50 a.m.)
	Josh Bailey,	Trustee, Ward 2
	Brad Hamilton,	Trustee, Ward 4

Members Absent:	Julian Mendiola,	Trustee, Ward 3
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Staff Present:	Brian Heverly,	Manager
	Jordan Pace,	City Attorney
	Kim Jamison,	Secretary
	Robin Whitekiller,	Finance Director
	Kayle Griffin,	Chief Accountant
	Micki Kimble,	Director – Prevention Services
	John Owens,	Police Chief
	John Weber,	Captain - Police
	Jarod Vinson,	Director – WTP
	George Bormann,	Economic Development Director
	Miranda Parks,	Sr. Customer Service Supervisor
	Gene Martin,	Director – Equipment Services
	Drew Fullbright,	Fire Chief
	D.J. Burgess,	Foreman, WWTP
	Herb Hutchinson,	Captain – Police
	Les Walters,	Director – Parks
	Blakely Smith,	Director – Electric
	Steven Armstrong,	Crew Leader – Electric
	Doug Martin,	Senior Network Technician
	Bryan Hyler,	Director – Street
	Matt Morris,	Director – Water/Sewer
	Jamie Phillips,	Director – Solid Waste
Christian Sizemore,	Network Technician	
Jacob Acker,	Computer Technician	
Keith Miller,	Community Development Director	
Jessican Del Carpio,	Director – Business Support	

Others Present:	Lynn Adams; John Holland.
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Meeting Called to Order

Mayor Abell called the meeting to order. The meeting began at 9:00 A.M.

Declaration of a quorum

A quorum was declared present.

Pledge of Allegiance

The City Manager led everyone in the Pledge of Allegiance.

Presentation and Review of Proposed FY 2027 Budget

The City Manager welcomed everyone noting that we were here to review the city's budget in preparation for FY 27. Advising that the documents they see are drafts and are working documents. The final will be what is approved in June. Mission statement remains the same. He reviewed the budget topics for discussion. And the budget requirements in accordance with the Oklahoma Municipal Budget Act. He reviewed events, projects and purchases over the past year. Noting which were complete or almost complete. He then turned it over to the Finance Director to go over the budget pieces.

She began by thanking her staff for all their hard work during the process. She then presented an in-dept overview of the preliminary budget for FY 2027. The key elements that will make up the FY 2027 budget include: anticipated revenues and planned appropriations, purchases in the capital improvement fund, including the soccer fields, a skateboard park, continuing the landfill expansion process, lift station rehab, employee salaries and benefits, animal shelter expansion, airport fuel farm design, the radar system upgrade for Elm and Cherokee. Also included is the Maple, Pinto, Badger Water Loop, if you all decide leave. As well as the booster pump replacement and upgrades for Richland Estates. The general fund is made up of taxes; gross receipts taxes; permits and licenses; municipal court fines; transfer from SMA and balance forwards. The general fund expenses include salaries and benefits; insurances; operating supplies; maintenance; sports complex/brushy park; transfers out (sales and use tax); funding for non-profit organizations. The SMA revenues are taxes from general funds; utility revenues; penalties; connection/reconnect fees; balance forward amounts. SMA expenses include transfers out; purchased power cost; telecommunication programming; engineering fees; debt service. Across all funds the major revenue sources include electric service (37.32%); sales tax (22.76%); telecommunications (5.39%); water and sewer (11.87%); landfill and sanitation (10.94%). The major expenses across all funds are purchased power cost (20.67%); salaries and benefits (38.34%); daily operations (21.79%); capital projects and purchases (6.41%); telecommunications services and fees (4.05%); debt service (8.75%). The sales tax, use tax, hotel/motel tax were reviewed noting that the sales tax is stable and the use tax as well as the hotel motel tax are under what was anticipated.

The general fund estimated revenue is \$31.9 million. After meeting the transfer requirements, the general fund can only produce 3.5 million on its own. The non-proprietary departments' budgets show an increase of \$427,000.00, most of that increase is for salaries and benefits. The proprietary departments' budgets show

an increase of 2%, again most of that increase is related to salaries and benefits. \$500,000.00 was budgeted for contingency and \$530,000.00 for salary and benefit adjustments. Also, \$200,000.00 is included in contingency for health insurance increases, as the final numbers were not received prior to finalizing the draft budget. The general fund transfers and contributions were reviewed. Total contingency, sundry, and transfers out total \$10.9 million, which is an increase of \$538,000.00. Personnel structure was discussed. We are starting off with 153 full-time positions budgeted. There was an increase of \$24,000.00 for salaries and benefits. This is a bit skewed due to an additional pay period for FY 26 (once every eleven years there is an additional pay period). Two positions were funded, one in fleet (if enterprise is not utilized) and one for water/sewer. \$13.26 million is budgeted for salaries and benefits, excluding COLA and additional employees, and pay adjustments. \$146,000.00 for current longevity plan. The budget for health insurance is \$1.9 million. Retirement numbers as well as insurance premiums were reviewed.

10:03 A.M. – 10:18 A.M. Break.

Capital Improvement Fund. This fund is used for items with a cost greater than \$5,000 and a useful life greater than 2 years. For the new Fiscal Year, the Capital Improvement Fund budget is \$3,412,481.00 before any final adjustments. Expenses for the new year include \$1.8 million in new requests that were funded, the ongoing lease purchases; contingency/reserve; future PD construction. No new lease purchases were included in the budget.

Infrastructure Improvement Fund. Total budget is \$2 million. Trying to grow Fund so that future needs can be met.

Current/future capital needs/projects were discussed. Included were landfill expansion, equipment needs, drainage study, expansion of the animal shelter; sewer and water line upgrades, other infrastructure.

Sallisaw Municipal Authority FY 27 budget is \$43,272,778. Key revenue elements of the SMA budget are sales and use tax from the general fund (\$9.1M); telecommunications revenue (\$1.9M); landfill/sanitation revenue (\$3.9M); electric services revenue (\$13.3M), water/sewer revenue (\$4.2M); and estimated balance forward (\$7.9M). A decrease of \$1.2 million (2,83%). Key appropriations are transfers, \$500K to Infrastructure, \$500K to capital improvement, \$16.2 million to general fund; purchase power cost \$7.15M; debt service payments \$3.3M; telecommunication obligations and fees \$577K; contingency \$500K; operating reserves \$4.3M. Transfers of sales and use tax total \$5M. SMA debt payments total \$3,376,012.

The Chief Accountant reviewed all special revenue and grant funds, how they operated and any goals.

The Finance Director gave a summary of the primary funds.

10:44 A.M. – 10:51 A.M. Break.

Conduct Planning Session to Discuss Various City Operations, Policies, Programs, and Services, and Possible and /or Provide Direction to Staff

The City Manager opened the discussions with the Enterprise proposal. Which is a five-year pilot program with the concept of transitioning the “white fleet” to lease vehicles on “open leases”. The goal would be to

reduce overall cost of ownership; reduce mechanic time on white fleet vehicles. 5 vehicles every year on 5-year leases. The program could be ended at any time. Mr. John Holland with Enterprise gave an in-depth overview of the program and answered any questions. It was the consensus of the board to give the program a try.

The City Manager gave a history of the SMA. The SMA was formed in 1988 to manage utilities and provide funding for city operations, facilities, and projects. He then presented a chart showing the electric usage and revenue from 2021 to present.

Motion was made by Moody, seconded by Bailey, to recess for lunch until 12:45 P.M. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting recessed at 11:52 A.M.

Motion was made by Bailey, seconded by Moody, to reconvene the meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting reconvened at 12:48 P.M.

The City Manager presented preliminary research regarding the feasibility of constructing a municipal power plant as a potential long-term strategy to address electric utility costs. He explained that a plant sized to meet the City's needs and generate sufficient excess revenue would likely require 50–70 megawatts of capacity and an estimated investment of approximately \$120–140 million, potentially higher depending on final design, permitting, and construction costs.

Funding options discussed included a combination of federal grants, tax incentives, low-interest loans, and approximately \$20 million in revenue bonds. A formal feasibility study would be required to support financing applications and determine project viability.

The City Manager noted that while construction could be completed within one to two years after groundbreaking, permitting, environmental reviews, regulatory approvals, and participation in the regional power market could extend the overall timeline to approximately five to eight years before the facility becomes operational.

Several key issues were identified for further study, including appropriate plant size, site selection, permitting requirements, project costs, funding strategies, operational partnerships, and long-term rate impacts. The City Manager emphasized that ownership of a power plant would not necessarily result in immediate electric rate reductions and that revenues generated from power sales would be dependent on market conditions and operating costs.

The preliminary assessment concluded that while a power plant project appears financially feasible, significant operational, financial, and market risks remain. A comprehensive feasibility study would be necessary to determine whether the project would achieve the City's goals of maintaining revenues while reducing utility costs for customers.

The City Manager presented proposed staffing and organizational changes, including adding a fleet mechanic position and a wastewater operator positions, restructuring several positions, and eliminating selected vacancies through attrition with no layoffs anticipated. The changes are intended to improve operational efficiency, support future recruitment efforts, and are projected to result in a net reduction of one to two positions and approximately \$32,000 in annual savings once fully implemented.

The City Manager also proposed a 4.5% cost-of-living adjustment (COLA) for all employees, raising the minimum wage to approximately \$15 per hour. Alternative COLA options based on salary thresholds were discussed. The estimated annual cost of the proposal is approximately \$500,000, and future compensation strategies may place greater emphasis on benefits and retirement contributions rather than annual wage increases.

Capital Improvement Proposals and Projects were presented. A list of funded as well as unfunded items was reviewed. Staff gave detailed information their departments requests.

2:27 P.M. - 2.39 P.M. break.

Equipment requests from the various departments were presented.

Motion was made by Moody, seconded by Bailey, to recess the meeting until 9:00 a.m., May 20, 2026. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting recessed at 3:30 P.M.

Wednesday, May 21, 2026

Board Present: Marley Abell; Kenny Moody; Josh Bailey; Brad Hamilton

Board Absent: Julian Mendiola

Staff Present: Brian Heverly; Kim Jamison; Robin Whitekiller; Kayle Griffin; Jordan Pace; Blakley Smith; Bryan Hyler; Jacob Acker; D.J. Burgess; Herb Hutchinson; Gene Martin; Jessica Del Carpio; Miranda Parks; Jarod Vinson; John Weber; Drew Fullbright; Jamie Phillips; George Bormann; Les Walters; Keith Miller; Matt Morris; Micki Kimble.

Others Present: Lynn Adams

Motion was made by Bailey, seconded by Moody, to reconvene the meeting. The meeting reconvened at 9:00 a.m. A quorum was present.

Capital Improvement funding options were discussed. Staff recommend Option 2 plus branch options without a feasibility study. Discussed in detail were Badger Lee water loop; energy assessment pilot; feasibility study/power plant; vehicle lease. It was the consensus of the Council to go with staffs recommendation.

9:55 a.m. – 10:10 a.m. break.

Council had no changes to the personnel structure that was presented.

A 4.5% COLA was presented for FY 27 with 2 options. Option 1 (everyone receiving 4.5% COLA) was good with the board.

Staff was requested to look at changes to the retirement plan, would like to see options for transitioning to a Defined Contribution plan.

10:15 a.m. - 11:05 a.m. break.

Proposed changes to the Master Fee Schedule was discussed.

Motion was made by Bailey, seconded by Moody, to recess for lunch until 12:30 p.m. Vote: Bailey aye; Moody aye; Hamilton aye; Abel aye. Motion carried 4-0. The meeting recessed at 11:22 a.m.

Motion was made by Moody, seconded by Bailey, to reconvene the meeting. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting reconvened at 12:30 p.m.

Topics discussed in depth were: Debt Maintenance/Reduction; Landfill Expansion; New WWTP; Fire Department.

1:07 p.m. – 1:17 p.m. break.

Summarized funding needs: Must fund are landfill expansion and new WWTP. Need to be funded are electrical survey and upgrades; new substations; fire station expansion; police station expansion; personnel; IT upgrades; equipment/vehicle replacement. Future needs to be funded: brushy; gym/event center; drainage study; sports complex.

10-year plan was reviewed as a draft document. Infrastructure funding is a need. Discussed the option of extending sales tax to be dedicated solely to infrastructure.

Staff reviewed changes needed for final budget. At this time, it was requested that the funding for the Boys & Girls Club be increased to \$25,000.00.

Motion was made by Bailey, seconded by Moody, to adjourn the meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting ended at 2:01 p.m.

Approved this 8th day of June 2026.

Secretary to the Authority

[SEAL]

RESOLUTION NO. 2026-04

RESOLUTION OF LEASE PURCHASE RENEWAL

WHEREAS, on the 10th day of April 2025, a certain Lease Purchase Agreement was made and entered into by and between **FIRSTAR BANK**, Sallisaw, Oklahoma and the **SALLISAW MUNICIPAL AUTHORITY**, Sallisaw, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2025 ALJON ADV 525 REBUILT CORE LANDFILL
COMPACTOR, SN: R25-14952**

WHEREAS, the expiration date of aforesaid Lease Purchase Agreement is June 30, 2026, unless extended in the manner provided in said Lease Purchase Agreement, and

WHEREAS, it is the desire of the Trustees of the Sallisaw Municipal Authority to renew, extend and revitalize said Lease Purchase Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Sallisaw Municipal Authority and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Purchase Agreement have been fully paid;

NOW, THEREFORE, upon motion made by _____, seconded by _____, and upon a vote carried.

BE IT RESOLVED by the Trustees of the Sallisaw Municipal Authority;

That the Lease Purchase Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Purchase Agreement shall control.

APPROVED this 8th day of June, 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2026.

Firststar Bank

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2026-05

RESOLUTION OF LEASE PURCHASE RENEWAL

WHEREAS, on the 8TH day of July, 2025, a certain Lease Purchase Agreement was made and entered into by and between **National Bank of Sallisaw**, Sallisaw, Oklahoma and the **SALLISAW MUNICIPAL AUTHORITY**, Sallisaw, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2025 CATERPILLAR D6 DOZER W/ WASTE HANDLING
UNDERCARRIAGE PACKAGE, VIN HNK10319 / STK # C151101**

WHEREAS, the expiration date of aforesaid Lease Purchase Agreement is June 30, 2026, unless extended in the manner provided in said Lease Purchase Agreement, and

WHEREAS, it is the desire of the Trustees of the Sallisaw Municipal Authority to renew, extend and revitalize said Lease Purchase Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Sallisaw Municipal Authority and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Purchase Agreement have been fully paid;

NOW, THEREFORE, upon motion made by _____, seconded by _____, and upon a vote carried.

BE IT RESOLVED by the Trustees of the Sallisaw Municipal Authority;

That the Lease Purchase Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Purchase Agreement shall control.

APPROVED this 8th day of June, 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2026.

National Bank

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2026-06

RESOLUTION OF LEASE PURCHASE RENEWAL

WHEREAS, on the 8th day of September, 2025, a certain Lease Purchase Agreement was made and entered into by and between **FIRSTAR BANK**, Sallisaw, Oklahoma and the **SALLISAW MUNICIPAL AUTHORITY**, Sallisaw, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2025 COMMERCIAL OVERHEAD SANITATION TRUCK
VIN 3BPDLK0X4SF738809**

WHEREAS, the expiration date of aforesaid Lease Purchase Agreement is June 30, 2026, unless extended in the manner provided in said Lease Purchase Agreement, and

WHEREAS, it is the desire of the Trustees of the Sallisaw Municipal Authority to renew, extend and revitalize said Lease Purchase Agreement and all of its terms and provisions, and

WHEREAS, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Sallisaw Municipal Authority and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

WHEREAS, all monthly rentals due under the Lease Purchase Agreement have been fully paid;

NOW, THEREFORE, upon motion made by _____, seconded by _____, and upon a vote carried.

BE IT RESOLVED by the Trustees of the Sallisaw Municipal Authority;

That the Lease Purchase Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Purchase Agreement shall control.

APPROVED this 8th day of June, 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2026.

Firststar Bank

By: _____
President

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2026
Board: Sallisaw Municipal Authority
Subject: Master Fee Schedule

ITEM TITLE: Discussion and possible action on Resolution 2026-07; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the Sallisaw Municipal Authority, and Superseding Previous Resolutions*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This is the Master Fee Schedule as briefed at the Budget Retreat. Added DiamondNet billing and Right of Way fees.

EXHIBITS: 1. SMA.MFS_SMA Resolution 2026.07.final
2. Master Fee Schedule DRAFT 27.1

KEY ISSUES: N/A

FUNDING SOURCE: NA

RECOMMENDATION: Approval of Resolution 2026-07; Amending the Master Fee Schedule

RESOLUTION NO. 2026-07

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

WHEREAS, certain rates and fees of the Master Fee Schedule have previously been adopted by the Sallisaw Municipal Authority in prior resolutions; and

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

WHEREAS, the General Manager of the Authority has reviewed these rates and fees with the Trustees and the Trustees of the Sallisaw Municipal Authority have determined the rates and fees are necessary; and

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

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

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

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

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on July 1, 2026.

PASSED AND APPROVED by the Trustees of the Sallisaw Municipal Authority, Sallisaw, Oklahoma on the 8th day of June 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman

ATTEST:

Kim Jamison, Secretary
(SEAL)



CITY OF SALLISAW
MASTER FEE SCHEDULE
EFFECTIVE July 1, 2026

As adopted on June 8, 2026 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

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Section 1. Administration and Business-Related Fees

Administration and Business-Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records (1 st hour of work required is not chargeable)	City Cost (beyond 1hr @ 20\$/hr)	See ORR Policy	Admin surcharge based on additional "work hours" to produce requested material that is exceptionally disruptive to City operations
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00	\$25.00	Per video request
Copy of Municipal Code Book (must be ordered) City Ordinances Website Link: https://library.municode.com/ok/sallisaw/codes/code_of_ordinances	\$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: http://www.sallisawok.org/129/Budget-Information	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: http://www.sallisawok.org/131/Financial-Statements-Audits	NC		No charge. Current and past audits can be obtained on city web site.
Additional fees may apply to ORRs—See ORR policy, 1.020.00			
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	<i>*See applicable City Ordinance*</i>		
Commercial Business License Fee	\$500.00	-	Per year
Adult Business License Fee	\$1000.00		Per Year
Transient Merchant/Itinerant Vendor License	\$20.00/ day \$230/month \$700/year		-Fees apply do NOT apply to food trucks -Exceptions per Chapter 22 Art V, code of ordinances -Fireworks stands must have Fire Inspection
Special Event Permit	\$20.00		Base fee for all special events
--alcohol surcharge	\$100.00		
--For-profit and Fundraising events surcharge	\$50.00		Any event where revenue is kept by vendors and/or a for-profit organization

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (Requires certificate of liability insurance)	\$350.00		Per event
Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key
City Municipal Swimming Pool Admittance Fee			
Children Under 2	FREE		
1 st child 2-12	\$3.00		
Per add'l children 2-12	\$2.00		
Per teenager 13-16	\$4.00		Children <16 must be accompanied by an adult
17+	\$5.00		
City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$40.00		Per season
City Municipal Swimming Pool Season Pass. NO REFUNDS			
	\$80.00		1x Adult and 2x children (any age)
	\$15.00		Per additional child 2-12
	\$20.00		Per additional teenager 13-16
	\$40.00		Per additional 17+
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:00 to 8:00. Must be scheduled minimum 14 days in advance.	\$400.00		Per event. Maximum event length 2 hours.—Pool ONLY
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

Section 3. Utility Deposits

Residential Utility Deposits ¹	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters

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

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

Deposits Commercial Services	Rate	Rate Change	Note
Minimum Commercial Utility Deposit –Commercial accounts -Full Service	\$350.00		Minimum deposit for a commercial account
Commercial Master Water Meter for Apartment Complex -Water Service Only	\$75.00 per unit		Landlord pays water usage based on a master meter
Commercial Deposits over \$350.00 Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2		Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.
Deposits Industrial Services			
Utility Deposit –Industrial Accounts	NA		Set by Contract
Deposits (Other)			
Residential Construction Poles/Temporary Use	\$175.00		Each
Commercial Construction Pole, Temporary Use	\$375.00		Each
Industrial Construction Pole, Temporary Use	\$525.00		Each

Section 4. City Utility Rates and Fees

Electric Services

Electric Connection Fees	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portion of labor (15% does not apply to commercial transformers). Cost shall include all materials needed to complete connection.			
Security (Vapor) Light Rental and Installation	Rate	Rate Change	Note
Rate codes 1503, 1504, 1513, 1514 for 100/175 Watt security light	\$8.50	\$8.75	Each per month
Rate codes 1501, 1502, 1511 for 100/175 Watt (Shared lights, applies only to existing customers under rate codes 1501, 1502 and 1511 installed prior to September 1, 2008	\$4.75	\$5.00	Each per month
Rate code 1516 Security Light 250 Watt	\$18.50	\$18.75	Each per month
Installation Charge, light only	\$135.00	\$150.00	Each, must be paid before installation
Installation charge for materials, light and pole	\$250.00	\$275.00	Each, must be paid before installation
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
200-400 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
400-1600 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		

All Other Material (COST determined by quotes at time of service request)	COST +15%		
Distributed Generation Application and Permit Fees			
Interconnecting A Generating Facility Application Fee	\$325.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	\$125.00		

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$17.00 <i>Over 65 \$10.00</i>		First container
RSW-1, Residential Garbage per month	\$8.50		Each additional container
CSW-1, Commercial Garbage per month	\$20.00		First container
CSW-1, Commercial Garbage per month	\$15.00		Each additional container
Damaged Poly Cart	Cost +15%		Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$400.00		Per Setting, Prepaid
CSW-2, Dumpster Container (per cubic yard; once a week pick up)	\$6.00 \$10/ add'l pickup		

Commercial Dumpster Per Cubic Yard Charges-Per Month

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

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$35.00 <i>Over 65 \$25.00</i>		"Curbie"-per pick up

Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$35.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	\$32.00 plus \$5.00 per additional CY over 10 CY	\$35 +\$5 per CY over 10CY	
Commercial Curbside Pickup	Minimum of \$48.00 plus \$5.00 per CY		

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10) (noncontracted)	\$41.00/ton		Per ton; min fee=1 ton-loads up to 1 ton pay minimum
Construction/Demolition Waste		\$65/ton	
Non Hazardous Industrial Waste (NHIW -15)	\$65.00		Per ton; min fee=1 ton
Non-Friable Asbestos	\$110.00		Per Ton
Contaminated Soil	\$45.00		Per ton; min fee=1 ton
Shingles	\$40.00		Per ton; min fee=1 ton
Shingle Pull Off, using dozer	\$45.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$60.00		Per ton; min fee=1 ton; call ahead for approval
Shredder Fluff (6)-No Contract	\$35.00		Per ton; min fee=1 ton
Chicken Waste (8)	\$190.00		Per load
Sludge Material from Wastewater Plants	\$35.00		Per ton; min fee=1 ton
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
Tires and White Goods -- NO LONGER ACCEPTED			

Water Services

Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portions of labor. Cost shall include all materials needed to complete connection.			
Three Quarter (3/4) inch water tap	COST+15%		Each
One (1) Inch Water Tap	COST+15%		Each
Two(2) Inch Water Tap	COST+15%		Each
Three (3) Inch Water Tap	COST+15%		Each
Four (4) Inch Water Tap	COST+15%		Each
Six (6) Inch Water Tap	COST+15%		Each

Eight (8) Inch Water Tap	COST+15%		Each
Fire Line Tap 4x3 tap with valve	COST+15%		Each
Fire Line Tap 6x3 tap with valve	COST+15%		Each
Fire Line Tap 6x4 tap with valve	COST+15%		Each
Fire Line Tap 8x4 tap with valve	COST+15%		Each
Fire Line Tap 8x6 tap with valve	COST+15%		Each
Fire Line Tap 10x4 tap with valve	COST+15%		Each
Fire Line Tap 10x6 tap with valve	COST+15%		Each
Fire Line Tap 10x8 tap with valve	COST+15%		Each
Fire Line Tap 12x4 tap with valve	COST+15%		Each
Fire Line Tap 12x6 tap with valve	COST+15%		Each
Fire Line Tap 12x8 tap with valve	COST+15%		Each
Fire Line Tap 12x10 tap with valve	COST+15%		Each
Fire Line Tap 4x4 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 6x6 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 8x8 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 10x10 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 12x12 tap and valve (extension only)	COST+15%		Each
Bulk Water Sale Rates and Fees	Rate	Rate Change	Note
Bulk Tank Fill –No meter, up to 1,000 gallons	\$45.00		Minimum
Plus per 1,000 gallons	\$8.00		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	\$50.00		Minimum each billing period
Plus per 1,000 gallons	\$8.00		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,400.00		Deposit required for each meter. Must be returned operable for deposit refund

Sewer Services

Sewer Service Tap Fees	Rate	Rate Change	Note
Sanitary Sewer Tap Inspection Fee	\$75.00		Each tap. New or Replacement, Residential or Commercial. Includes inspection
Sanitary Sewer Tap Inspection Fee (Industrial)	\$80.00		Each tap; Includes inspection
Private Sewage Disposal System Permit and Inspection Fee	\$125.00		Per system

DiamondNet

DiamondNet Monthly Rates/fees (unless otherwise noted)	Rate	Rate Change	Note
Internet-Residential			
#1 (100mb) (250mb)	\$49.95		(246)
#2 (500mb)	\$74.95		(247)
#3 (1GB)	\$84.95		(248)
#4 (2.5GB)		\$109.95	(xxx)
Bark app (separate and a la carte from any plan)		\$10	(xxx)
Installation	FREE		
Calix Mesh Wi-Fi extender	\$4.95		Each, per month (624)
Custom Install Hourly Rate	\$45.00		(604)
Wall Fish (Fiber outlet installation)—Interior wall	\$59.95		(614)
Fiber outlet—Exterior wall	\$29.95		(602)
Maintenance plan (wear/tear damage “insurance”)	\$3.95		(615)
Service Call	\$29.95		Per call; Charged if customer at fault for issue, ie equipment abused, damaged, “customer install” (616)
NSF Returned Check Fee	\$25.00		Per returned payment (NSF)
Late Fee	1.5% of amount due		Charged monthly (LCG)
Reconnect Fee	\$25.00		Per instance (610)
Internet-Commercial (NEW PRICING/PLANS TBD)			
#1 (50mb)	\$64.95		
#2 (100mb)	\$79.95		
#3 (250mb)	\$159.95		
#4 (500mb)	\$399.95		
Phone-Residential			
Residential Unlimited. All features and unlimited LD	\$29.95		(TRU)
Residential Basic. All features with metered LD @ .02/min	\$20.95		(TRB)
Residential Life Line (bare line no features)	\$10.00		(TLL)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
Phone-Commercial			
Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$0.23		Each (TS7)
Business Advanced with Unlimited LD	\$35.95		(TLA)
Business Advanced with Metered LD .02/min	\$27.95		(TAM)

Business Basic Service with Unlimited LD	\$27.95		(TBU)
Business Basic Service with metered LD .02/min	\$22.95		Must purchase with 1 TAM package
Business Executive with Unlimited LD	\$45.95		(TLE)
Business Executive with Metered LD .02/min	\$35.95		(TEM)
Activation Fee (per line) One-time Fee	\$5.00		(TAC)
Business Call Path Local Metered LD .02/min	\$599.00		(TS3)
Ad Tran equipment, one time cost	\$500.00		
Installation, one time cost	\$349.00		

Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$50.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$275.00 plus \$50.00 per 24 hour period		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order
Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$45.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays – Residential Electric and/or Water	\$60.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$175.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$375.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$25.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc.)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		

Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	40% of total sent to collections.	30% of total sent to collections.	OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase (grave plot)	\$250.00		Per space
Columbarium	\$850.00		Per niche with lettering
Columbarium	\$625.00	-	Per niche without lettering
Columbarium (urn niche)	\$625.00		Lettering, if desired, will be at cost plus \$10 and pre-paid prior to engraving
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$425.00		
Grave Opening (Sunday and Holiday)	\$600.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$60.00		
Set up of Chairs and Gazebo on Weekends & Holidays	\$150.00		

Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response.			
Minimum emergency response charge –Class A response, minimum 2 hours	\$1,500.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	\$2,000.00		
Class A Pumper –After 2 hours	\$400.00		Per hour
Aerial Pumper –After 2 hours	\$750.00		Per hour
Rescue Truck –After 2 hours	\$125.00		Per hour
Minim Pumper Truck –After 2 hours	\$200.00		Per hour
Class 9 Grass Truck –After 2 hours	\$150.00		Per hour

Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more.	No Charge		5-day Permit
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

Section 8. Animal Welfare and Shelter Fees

Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat. Includes neuter/ spay, vaccination for each animal adopted.	\$50.00		Each. Completed prior to animal leaving facility.
Adoption fee for puppy or kitten <6 months. Includes neuter & spay deposit, vaccinations for each animal adopted.	\$95.00 (\$25.00 deposit incl)		Spay/Neuter deposit of 25\$ can be redeemed in accordance with Ch10, Sec10-6
Adoption fee for puppy or kitten between 6 and 10months. Includes neuter/ spay, vaccinations for each animal adopted.	\$70.00		
Adoption small animal (not cat or dog), fowl or domestic bird	\$20.00		Each
Altered dog or cat, first impoundment	\$30.00		
Altered dog or cat, second impoundment	\$75.00		Fee in addition to any fine received in court
Altered dog or cat, third or subsequent impoundment	\$100.00		Fee in addition to any fine received in court
Unaltered dog or cat, first impoundment	\$80.00		
Unaltered dog or cat, second impoundment	\$180.00		Fee plus any fine received in court & includes spay/neuter (see Ch10 Sec10-3)
Impoundment of livestock or other large animal	\$100.00		Per day plus actual cost of feed and other housing costs.
Care Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or fines)	\$15.00 animal/day		Not applicable to animals being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)	\$25.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	\$50.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
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Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$45.00		Per animal
Cremation services up to 20 lbs.	\$110.00		Includes urn with engraved plate
Cremation services 21 to 60 lbs.	\$150.00		Includes urn with engraved plate
Cremation services 61 to 80 lbs.	\$175.00		Includes urn with engraved plate
Cremation services 81 to 100 lbs.	\$215.00		Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.	\$250.00		Includes urn with engraved plate

Animal Licenses and Permits

Licenses and Permits for	Rate	Rate Change	Note
Kennel License (required for more than any combination of 5 pets)	\$175		Per year; annual inspection required prior to license issuance
Alteration Permit—allows pets over 6mo to remain unaltered	\$100/pet		One time fee; required for unaltered pets not covered by vet exception

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

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$130.00 plus \$.10 psf.		
Commercial Remodel	\$135.00 plus \$0.05 psf.		
Commercial Electrical, Mechanical and Plumbing Permit	\$55.00 plus \$.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$135.00 plus \$0.20 psf		
Residential Building Permit	\$60.00 plus \$.10 psf		
Residential Remodel	\$60.00 plus \$0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$60.00 plus \$.20 psf		
Residential Electrical, Mechanical and Plumbing Permit	\$50.00 plus \$.10 psf		
Manufacturing/Industrial Building Permit	\$350.00		Minimum
Plus per square foot	\$0.15		first 5,000 sf
Plus per square foot	\$0.10		next 20,000 sf
Plus per square foot	\$0.05		over 25,000K sf
Demolition and House Moving Permit	\$60.00		Each

Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
Occupancy Permits	Rate	Rate Change	Note
Applies to change of occupants only where and when required			
Single Family	\$25.00		Each
Two Family and Multi-family	\$15.00		Per unit
Commercial	\$25.00 plus \$12.00 per floor		
Industrial	\$60.00		Each
Temporary Occupancy Permit	\$15.00		Each
Street Cut Permits *Contractor required to repair based on city specifications.	Rate	Rate Change	Note
Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	\$275.00		Each
Concrete Street or Alley Utility Cut	\$275.00		Each
Mobile Home Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Inside Mobile Home Park	\$42.00		Each
Outside Mobile Home Park	\$65.00		Each
Swimming Pool Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Residential Swimming Pool	\$45.00		Each
Commercial, Multi-family	\$125.00		Each
Signage and Billboards	Rate	Rate Change	Note
Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$45.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$70.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		
Fuel Storage Tank Permits/Inspection Fees	Rate	Rate Change	Note
Fuel Storage Tanks	\$135.00		Each. Includes piping
Fuel Dispensing Pump	\$40.00		Each
Inspection Fees	Rate	Rate Change	Note
Re-Inspection Fee (Normal Hours, upon 2 nd and subsequent re-inspections	\$35.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$75.00		Per hour, 1 hour minimum

Gas Line Test/Inspection Fee	\$30.00		Each, in addition to permit required
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Other Permit Fees	Rate	Rate Change	Note
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$550.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$20.00		
Garage Sale Permit Fee –Residential property	NC		limit 4 per 12-month period, application and license per sale.
Miscellaneous Permits (includes; storm shelters, awnings, fences, tents, siding. (All items not listed but governed by construction codes))	\$25.00		Each; Fireworks Stands must have Itinerant Vendor License and Fire Safety Inspection
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Communication Tower Permits and fees	See Ordinance		
Planning Commission	Rate	Rate Change	Note
Planning Commission Applications; All	\$210.00		Each
Special Use Permit (applicant pays for advertising)	\$225.00		Each
Administrative Zoning Clearance Permit	\$130.00		Each
Plan Reviews	Rate	Rate Change	Note
Preliminary Plan Review (Residential)	\$60.00		Each
Preliminary Plan Review (Commercial)	\$120.00		Each
Preliminary Plan Review (Industrial)	\$170.00		Each
Board of Adjustment	Rate	Rate Change	Note
Board of Adjustment Applications: All Applications.	\$225.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days)(City Ordinances)	\$150.00		
Board of Appeals (Construction Codes) Filed with City Clerk within 15 days	\$125.00		

Right of Way Work	Rate	Rate Change	Note
Minor Excavation	\$40.00		0-50 linear feet
Standard Excavation	\$75.00		51-500 linear feet
Major Excavation	\$200.00		>500 linear feet
Bore/ Directional Drilling Permit	\$50.00/bore		
Emergency Repair Permit	\$0		Notification required
Utility Infrastructure Installation	Rate	Rate Change	Note

New Utility line installation (buried/underground) 4' target depth separated from existing utility by at least 1' (or as required by DEQ)	\$.15/linear foot		
Fiber Optic installation—3' target depth separated from existing utility by at least 1' (or as required by DEQ)	\$.10/linear foot		
Ariel line installation (on poles w/in ROW)	\$23/pole		
Contractor Registration Fees	Rate	Rate Change	Note
As required by state law			
Contractor, first time registration	\$110.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$45.00 per license, plus \$20.00 for each Journeyman		
Maps	Rate	Rate Change	Note
11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
Copies of Construction Documents (per page)			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each
36x48 NEW B/W or Color	\$7.00		Each
Floodplain Management Fees	Rate	Rate Change	Note
Floodplain Development Permit	\$210.00		Each
Inspection Fee	\$30.00		Per inspection

Section 10. Airport Fees and Permits

Airport Fees and Permits *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances	Rate	Rate Change	Note *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare
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Permit for providing airport services (14-82). Applies to:			
• Aviation Flight School, 14-83 • Crop Dusting or Spraying of Agriculture chemicals, 14-84 • Aircraft Rental and Sales Operations, 14-85 • Aircraft maintenance services, 14-86 • Commercial Skydiving Operations, 14-82(19), 14-87 • Other aeronautical services as identified and allowed.	\$130.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$160.00		Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$30.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$30.00		3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	\$60.00		3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.			

Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location.	\$3250.00		Per piece of equipment
Dozer	\$150.00		Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$150.00		Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$80.00		Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$140.00		Per hour, 2 hour minimum charge
Road Grader	\$140.00		Per hour, 2 hour minimum charge
Grade-all Excavator	\$140.00		Per hour, 2 hour minimum charge
Front End Loader	\$140.00		Per hour, 2 hour minimum charge
Back-hoe	\$140.00		Per hour, 2 hour minimum charge
Grapple Truck	\$225.00		Per hour, 2 hour minimum charge
Street Sweeper	\$165.00		Per hour, 2 hour minimum charge
Large Tractor Mower	\$110.00		Per hour, 2 hour minimum charge
Small Tractor Mower	\$90.00		Per hour, 2 hour minimum charge
Riding Mower	\$40.00		Per hour, 2 hour minimum charge
Wood Chipper	\$75.00		Per hour, 2 hour minimum charge
Work Truck	\$60.00		Per hour, 2 hour minimum charge
Water Truck	\$90.00		Per hour, 2 hour minimum charge

Skid Steer Loader	\$100.00		Per hour, 2 hour minimum charge
Bucket Truck (Large) (Electric or Telecom)	\$250.00		Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	\$225.00		Per hour, 2 hour minimum charge
Digger Derrick	\$190.00		Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$140.00		Per hour, 2 hour minimum charge
Light Tower With Generator	\$60.00		Per hour, 2 hour minimum charge
Trencher	\$60.00		Per hour, 2 hour minimum charge
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	\$30.00		Per hour
Brush Truck	\$50.00		Per hour
Top Soil	\$90.00		Per load
Telecom: Fiber Splice Trailer	\$90.00		Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	\$30.00		Per splice
Telecom: Splice Enclosure Replace Small	\$60.00		Each
Telecom: Splice Enclosure Replace Large	\$275.00		Each
Telecom: Fiber Optic Trunk -Fiber Replace	\$0.75		Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	\$0.30		Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.		
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 25% restocking fee		

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2026
Board: Sallisaw Municipal Authority
Subject: Resolution No. 2026-08

ITEM TITLE: Discussion and possible action on Resolution No. 2026-08: *A Resolution Authorizing the Purchase of Real Property in the Amount of \$130,000.00 and Approving all Actions Necessary to Complete Said Acquisition*

INITIATOR: City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: This is the purchase of the Burrow property. Proposing to approve the purchase and allow the Mayor to sign all closing documents.

EXHIBITS: 1. RESOLUTION NO. 2026.08.SMA.BURROW.PROPERTY

KEY ISSUES:

FUNDING SOURCE: GL #090-100-57942 - Property Purchase LF Burrow

RECOMMENDATION: Approval of Resolution No. 2026-08; Approving purchase of real property.

RESOLUTION NO. 2026-08

**A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY
IN THE AMOUNT OF \$130,000.00 AND APPROVING ALL ACTIONS
NECESSARY TO COMPLETE SAID ACQUISITION**

WHEREAS, it is necessary and in the best interests of the Sallisaw Municipal Authority that real property be purchased from The Paul and Mary Burrow Joint Revocable Trust, Dated 09/30/2025 for expansion of the Sallisaw Landfill Facility, the property to be acquired being more particularly described as follows:

N1/2 NW1/4 NW1/4 OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 24 EAST

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY:

Section 1. The Sallisaw Municipal Authority is hereby authorized to purchase the above-described real property for the net sum of One Hundred Thirty Thousand Dollars (\$130,000.00), with the Authority paying all necessary and reasonable costs associated with the transaction.

Section 2. The Chairman and Secretary of the Board of Trustees are authorized and directed to execute all documents and instruments necessary to complete said purchase.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

Adopted this 8th day of June 2026.

SALLISAW MUNICIPAL AUTHORITY

BY: _____
MARLEY ABELL, Chairman

ATTEST:

KIM JAMISON, Secretary

[SEAL]

APPROVED AS TO FORM AND LEGALITY:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2026
Board: Sallisaw Municipal Authority
Subject: Contract Extension

ITEM TITLE: Discussion and possible action on extension of current contract with Rural Water, Sewer, and Solid Waste Management District No. 4 (RWD4) for the same terms as previously approved on May 12, 2025

INITIATOR: RWD4

STAFF INFORMATION SOURCE:

BACKGROUND: An agreement could not be reached for the proposed 2026/27 contract. An extension of the current rates was verbally agreed upon. The current rates are \$5.18 per thousand gallons up to 14,000,000.

EXHIBITS: 1. 2025.26 Contract RWD4
2. RWD4.Contract.2026.v3 (extension)

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of extension of current contract.

**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 8th day of May, 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**.

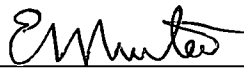
IT IS FURTHER MUTUALLY AGREED BETWEEN THE AUTHORITY AND THE DISTRICT, AS FOLLOWS:

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.

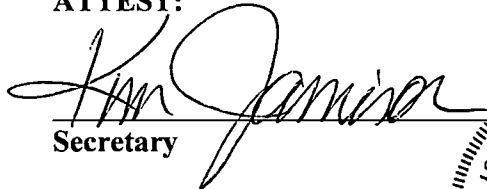
6. (Successor to the **DISTRICT**) That in the event of any occurrence rendering the **DISTRICT** incapable of performing under this contract, any successor of the **DISTRICT**, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the **DISTRICT** hereunder.

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:

Traci R. Apple
Secretary

(SEAL)



**RURAL WATER, SEWER, AND SOLID WASTE MANAGEMENT DISTRICT NO. 4,
SEQUOYAH COUNTY, OKLAHOMA**

WATER PURCHASE CONTRACT (AMENDMENT)

This amendment serves to extend the term of the current Water Purchase Contract approved on May 12, 2025, between the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter referred to as the “**AUTHORITY**”, and **RURAL WATER, SEWER, AND SOLID WASTE MANAGEMENT DISTRICT NO. 4, SEQUOYAH COUNTY, OKLAHOMA**, hereinafter referred to as the “**DISTRICT**”. The parties mutually agree to extend the Contract, under the same terms, conditions, and pricing set forth in the original Contract, for an additional period of twelve (12) months or upon reaching a new agreement, which ever comes first. All other provisions of the Agreement remain unchanged and in full force and effect.

WITNESSETH

WHEREAS, the **DISTRICT** has been organized and established under the provisions of 82 Okla. Stat. Section 1324.1 et seq. 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 8th day of June, 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 extension 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 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 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 **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, 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 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, Sewer, and Solid Waste
Management District No. 4, Sequoyah
County, Oklahoma**

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

Attorney for District