

**BOARD OF CITY COMMISSIONERS
SPECIAL MEETING**

May 27, 2022

1:00 P.M.

**City Council Chambers
113 North Elm St
Sallisaw, Oklahoma**

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Discuss and Consider Approval of Intergovernmental Agreement Between the City of Sallisaw and the Oklahoma Aeronautics Commission For the Construction of an Automated Weather Observation System (AWOS); Authorize the City Manager to Sign the Intergovernmental Agreement.**
- 4. Discuss and Consider Approval of Resolution 2022-13; *A Resolution Authorizing the Filing of an Application with the Oklahoma Department of Transportation, Transit Programs Division, for a Grant Under 49 U.S.C. Section 5310, Enhanced Mobility of Seniors and People with Disabilities Program*; Authorize the City Manager to sign Grant Documents**
- 5. Discuss and Consider Approval of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space**
- 6. Discuss and Consider Approval of Staff's Request to Waive Bidding Procedures and Issue a \$10,000.00 Security Deposit with Chief Fire and Safety of Chickasha, OK, as Security For Our Intention to Purchase One (1) 2022 E1 Typhoon Pumper.**
- 7. Adjourn**

Posted: MAY 24, 2022

Time: 3:12 P.M.

KIM JAMISON

AGENDA ITEM COMMENTARY

Meeting Date: May 27, 2022
Board: Board of City Commissioners
Subject: Airport AWOS

ITEM TITLE: Discuss and Consider Approval of Intergovernmental Agreement Between the City of Sallisaw and the Oklahoma Aeronautics Commission For the Construction of an Automated Weather Observation System (AWOS); Authorize the City Manager to Sign the Intergovernmental Agreement.

INITIATOR: City Staff

STAFF INFORMATION SOURCE: City Staff
Oklahoma Aeronautics Commission

BACKGROUND: This Intergovernmental Agreement covers the construction of a new AWOS system at the Sallisaw Municipal Airport. The Agreement identifies the City of Sallisaw as the Sponsor for the project.

EXHIBITS: 1. Intergovernmental Agreement Sallisaw AWOS

KEY ISSUES:

- The estimated construction cost for the project is \$136,032.20
- The match amount for the city is 5%, or approximately \$6,802.00

FUNDING SOURCE: Grant via the Oklahoma Aeronautics Commission
City Budget (Match)

RECOMMENDATION: Staff recommends approval of the Intergovernmental Agreement and Authorizing the City Manager to sign the Agreement.



INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF SALLISAW AND THE OKLAHOMA AERONAUTICS COMMISSION

AGREEMENT

This Agreement, made the day and year written below between the City of Sallisaw, hereinafter referred to as the SPONSOR, and the Oklahoma Aeronautics Commission of the State of Oklahoma, hereinafter referred to as the COMMISSION, is subject to the following terms and conditions.

Whereas, the COMMISSION is in receipt of a request from the SPONSOR that the COMMISSION contract for the construction of the Automated Weather Observation System (AWOS) at the Sallisaw Municipal Airport, hereinafter referred to as the PROJECT. The total PROJECT cost is estimated to be \$136,032.20 and will use a combination of state funds from the COMMISSION and SPONSOR matching funds broken down as follows:

Design Services.....	\$13,300 Lump Sum
Bidding Services.....	\$4,700 Lump Sum
Construction Services.....	\$11,700 Lump Sum
Advertisement.....	\$152.20
Construction.....	\$106,180
Total.....	\$136,032.20

Now, therefore, it is mutually agreed by the SPONSOR and the COMMISSION that:

1. The SPONSOR hereby certifies to the COMMISSION that the PROJECT is on property owned fee simple or controlled through easement by the SPONSOR.
2. Upon approval of this AGREEMENT by the SPONSOR, the COMMISSION agrees that a contract will be issued for the PROJECT in a lawful and appropriate manner.
3. Upon completion of the PROJECT, the SPONSOR agrees to reimburse the COMMISSION 5% of the total PROJECT cost. The reimbursement shall include all change orders or adjustments to the contract as required for developing and completing the PROJECT. Reimbursement shall be made to the COMMISSION by the SPONSOR within 30 days of the receipt of an invoice from the COMMISSION.

4. The standard covenants and assurances that are included in section 8 of the current State Grant Application (attachment A) shall become effective upon final PROJECT acceptance by the SPONSOR. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this PROJECT; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the PROJECT.

IN WITNESS WHEREOF, the SPONSOR has caused this **AGREEMENT** to be duly executed in their name, this _____ day of _____, 20_____.

SPONSOR'S ACCEPTANCE:

City of Sallisaw

Approved:

Signature

Print Name

Title

Address

City, Zip

Attest:

Seal:

Clerk

My commission expires: _____

**NOTE: AGREEMENT MUST BE SIGNED BY MAYOR, CITY MANAGER, OR
OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN
CONTRACTS FOR THE SPONSOR.**

DO NOT WRITE BELOW THIS LINE _____

State Director

Oklahoma Aeronautics Commission

State Grant Assurances - Attachment A

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Commission the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce

provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in sub-paragraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Commission. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Commission determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures

(such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Commission and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Commission shall prepare a financial report of income and expenditures of **all project funds (Federal, Commission, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Commission.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Commission, the offer and acceptance of this grant shall constitute a grant agreement between the Commission and the Sponsor. The Commission and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Commission and the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants by the Commission shall be subject to the following terms and conditions:

8.10.1 The period of the grant agreement shall be twenty (20) years from the date of the Sponsor's acceptance.

8.10.2 The airport and/or visual navigational aids shall remain under the

Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Commission. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Aeronautics Commission.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Commission. The Sponsor shall ensure that the following is provided to the Commission:

1. The sponsor shall furnish a construction management program to the Commission prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. The program shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Commission.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance testing laboratory provides a copy of all acceptance tests as and when the results become available.
4. Summary Report: Upon completion of the project, the Sponsor shall provide the Commission a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Commission.

5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Commission, shall submit to the Commission annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Commission) and all subsequent modifications thereto, shall be filed with the Commission.

8.10.10 The Sponsor shall comply with the "Public Competitive Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 **After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.**

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Commission shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Commission. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Commission and request from the Commission a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Commission, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Commission funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Commission funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Commission funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

AGENDA ITEM COMMENTARY

Meeting Date: May 27, 2022
Board: Board of City Commissioners
Subject: Enhanced Mobility of Seniors and People With Disabilities Grant

ITEM TITLE: Discuss and Consider Approval of Resolution 2022-13; *A Resolution Authorizing the Filing of an Application with the Oklahoma Department of Transportation, Transit Programs Division, for a Grant Under 49 U.S.C. Section 5310, Enhanced Mobility of Seniors and People with Disabilities Program*; Authorize the City Manager to sign Grant Documents

INITIATOR: Economic Development Director

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: Resolution 2022-13 authorizes the filing of an application with the ODOT, Transit Programs. for a grant to enhance the mobility of seniors and people with disabilities.

EXHIBITS: 1. 2022-13 Authorizing Resolution

KEY ISSUES: SAC Nutrition Project is no longer operating and will have a new provider, MC Nutrition of Muskogee, beginning on July 1st.

FUNDING SOURCE: 85% Grant Funds
15% City Match

RECOMMENDATION: Approval of Resolution 2022-13.

RESOLUTION 2022-13
AUTHORIZING RESOLUTION

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5310, ENHANCED MOBILITY OF SENIORS AND PEOPLE WITH DISABILITIES PROGRAM.

WHEREAS, pursuant to Chapter 53 of Title 49 U.S.C., the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, is submitting a Section 5310, Enhanced Mobility of Seniors and People with Disabilities grant application to the Federal Transit Administration, hereinafter referred to as the FTA; and

WHEREAS, the City of Sallisaw, Oklahoma hereinafter referred to as APPLICANT wishes to receive financial assistance pursuant to the FTA Section 5310 Program funds that will be made available under this grant; and

WHEREAS, the APPLICANT will be required to execute a contract to receive the financial assistance pursuant to the FTA Section 5310 program grant; and,

WHEREAS, the contract will impose certain obligations upon the APPLICANT required by the FTA in accordance with the provisions under the Chapter 53 of Title 49 U.S.C., as amended.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF SALLISAW, OKLAHOMA, BOARD OF COMMISSIONERS THAT Keith Skelton, City Manager is authorized to:

1. Submit a grant application to the DEPARTMENT seeking FTA Section 5310 Program financial assistance for the purpose of operating transit in Sallisaw, Oklahoma;
2. Execute certifications and assurances or any other documents as maybe required by the DEPARTMENT and/or FTA, for the purpose of receiving said grant;
3. Furnish such additional information as the DEPARTMENT and/or FTA may require in connection with the application of the project;
4. Set forth and execute Disadvantaged Business Enterprise policies and procedures in connection with the projects procurement needs; and
5. Execute a contract with the DEPARTMENT seeking financial assistance on behalf of the APPLICANT to aid in the financing of above said projects.

ADOPTED this the 27th day of May, 2022.

CITY OF SALLISW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

Attest:

KIM JAMISON, City Clerk

(Seal)

RESOLUTION 2022-13
AUTHORIZING RESOLUTION

CERTIFICATE

The undersigned duly qualified and acting City Clerk of the City of Sallisaw, Oklahoma certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Board of Commissioners held on May 27, 2022.

Signature of Authorized Representative

Date

Title of Authorized Representative

OFFICIAL SEAL

AGENDA ITEM COMMENTARY

Meeting Date: May 27, 2022
Board: Board of City Commissioners
Subject: Sallisaw NOW Lease Agreement

ITEM TITLE: Discuss and Consider Approval of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Sallisaw NOW

BACKGROUND: This is an extension of the lease agreement between the City of Sallisaw and Sallisaw NOW for office and storage space at 101 North Wheeler.

EXHIBITS: 1. 7.1.2022.SallisawNOW.Office Lease.101Wheeler.FY 2023

KEY ISSUES: None.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of the lease agreement.

GENERAL LEASE

This lease made and entered into this 9th day of June 2022, by and between City of Sallisaw, a Municipal Corporation, **LESSOR**, and Sallisaw NOW Coalition, **LESSEE**;

1. Witnesseth, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** office space of approximately 1,000 square feet, located at 101 North Wheeler, Sallisaw, Oklahoma. Space may be used for office or general storage areas. In addition, **LESSOR** also agrees to lease and let unto **LESSEE** a room in the northeast corner of the new Sallisaw Event Center, located at 103 North Wheeler, of approximately 200 square feet, to be utilized for storage only.
2. Lease term shall be from the 1st day of July 2022 to the 30th day of June, 2023.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above described premises, the sum of *Two Thousand Three Dollars (\$2,300)* per month, payable in advance on the 1st day of each month, beginning July 1, 2022.
4. It is further agreed, by and between the parties thereto that all utilities and/or improvements and repairs on said premises will be the sole responsibility of **LESSOR**.
5. **LESSEE** is aware this facility has public access for different types of meetings and events, **LESSEE** agrees to keep leased areas clean, free of clutter and presentable at all times. **LESSOR** agrees to provide janitorial services two (2) days per week, provided such services are available.
6. It is further agreed by and between the parties hereto that this Lease, or any portion of, can be canceled by either party by giving ninety (90) days written notice.
7. It is further agreed that at the end of this Lease, or sooner termination thereof, **LESSEE** shall give peaceable possession of the premises to **LESSOR** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals the date first above written.

LESSOR: City of Sallisaw, A Municipal Corporation _____ Ernie Martens, Mayor Attest: _____ Kim Jamison, City Clerk [Seal]	LESSEE: Sallisaw NOW Coalition _____ Chairman _____ Name printed
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AGENDA ITEM COMMENTARY

Meeting Date: May 27, 2022
Board: Board of City Commissioners
Subject: Purchase of Fire Truck

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Waive Bidding Procedures and Issue a \$10,000.00 Security Deposit with Chief Fire and Safety of Chickasha, OK, as Security For Our Intention to Purchase One (1) 2022 E1 Typhoon Pumper.

INITIATOR: City Manger
Fire Chief
Director of Finance

STAFF INFORMATION SOURCE: Chief Fire and Safety

BACKGROUND: Staff has found a new 2022 E1 Typhoon Fire Pumper located at Chief Fire and Safety in Chickasha, OK. This unit is new and ready for delivery if purchased. In researching the availability of fire pumpers, all vendors are telling us to allow up to two (2) years or more for delivery, after the order is placed. This unit is a new demonstration unit that Chief Fire and Safety just took possession of. The security deposit will ensure they will hold this unit until the July board meeting when the purchase can be finalized using the FY 2023 budget. This item will be brought back to the Board at the July 11, 2022 meeting for formal approval to purchase.

EXHIBITS:

1. Fire Truck Intent to Purchase
2. IMG_3249
3. IMG_3252

KEY ISSUES:

- This pumper meets all of our specifications. An additional hose reel and fire fighting foam equipment will be added before delivery.
- If we proceed with our bidding process, the delivery of a new unit could take up to two years or longer.
- Unit is needed to replace our 1991 E1 Pumper, an older unit that is not ISO compliant. (31 years in age)
- The purchase price of approximately \$592,734 is within the budgeted funds we have set aside for the FY 2023 budget. The \$10,000 security deposit will be applied to the final purchase.

FUNDING SOURCE: Fund 30 Capital Improvement.
When the purchase is finalized, funding from the FY 2023 budget will be utilized.

RECOMMENDATION: Staff recommends approval of requests.



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-4194 www.sallisawok.org

May 30, 2022

Chief Fire and Safety
Chickasha, OK

Notice of Intent To Purchase 2022 E1 Typhoon Pumper

The City of Sallisaw Board of Commissioners has tentatively approved the FY 2023 operating budget, which contains funding of \$590,000.00 for the purchase of a new fire pumper. The FY 2023 budget will be formally approved on June 9, 2022, with the budget becoming effective on July 1, 2022.

On May 27, 2022, the Board of Commissioners approved the issuance of a security deposit in the amount of \$10,000.00, showing our intent to complete this purchase at our July 11, 2022 Board of Commissioners meeting. This deposit will be transferred to Chief Fire and Safety upon receipt of wiring instructions.

On July 11, 2022, staff will present the purchase order to the Board of Commissioners for formal approval of the purchase. We note that the cash set aside for this purchase is available, however we cannot commit it until after July 11, 2022.

Based on the schedule of events noted in this letter, and the issuance of the security deposit, we request Chief Fire & Safety hold the E1 Typhoon unit until July 12, 2022, at which time the City of Sallisaw can complete the purchase of the unit.

Sincerely,

Keith Skelton
City Manager
City of Sallisaw, OK

Anthony Armstrong
Fire Chief
City of Sallisaw, OK



