

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

June 12, 2023

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955**

A G E N D A

- 1. Meeting Called to Order**
- 2. Declaration of a Quorum**
- 3. Presentation to Retiree Terry Deese**
- 4. Conduct Public Hearing for the Purpose of Receiving Questions and/or Comments on Proposed Budget for Fiscal Year 2023-2024**
- 5. Discuss and Consider Approval of Resolution 2023-04; Approving and Adopting the Budget for Fiscal Year 2023-2024**
- 6. Discuss and Consider Approval of Staff's Request to Increase the Fiscal Year 2024 COLA Adjustment From 2% to 3%.**
- 7. Consent Agenda**
 - (a) Consider Approval of Minutes of Regular Meeting of May 8, 2023, and Special Meeting of May 15, 2023
 - (b) Acknowledge Invoice Paid Report for May 2023
 - (c) Confirm Mayor's Reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2024
 - (d) Consider Approval of Agreement for Juvenile Court Between the City of

Sallisaw and the Oklahoma District Court serving Sequoyah County, a/k/a Sequoyah County District Court

- (e) Consider Approval of Renewal of Lease Agreement Between the City of Sallisaw and MU Nutrition Services, Inc.
- (f) Consider approval of Agreement between the City of Sallisaw and Sallisaw Lumber Company
- (g) Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Main Street
- (h) Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Chamber of Commerce
- (i) Consider Approval of Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation
- (j) Consider Approval of Agreement for Funding Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County
- (k) Consider Approval of Agreement with KI BOIS Community Action
- (l) Consider Approval of Lease Agreement Between Paul Gambill II and the City of Sallisaw For Lease of Airport Hangar
- (m) Consider Approval of Renewal of Agreement for Impoundment of Animals with the Town of Gans
- (n) Consider Approval of Renewal of Agreement for Impoundment of Animals with the Town of Vian
- (o) Consider Approval of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space
- (p) Approval of Lease with Agreement to Remove Lime Waste Between the City of Sallisaw and Honeycutt Backhoe and Dozer, LLC d/ba Nathan Honeycutt
- (q) Consider Approval of Resolutions for Lease Purchase Renewals;

Resolution(s) 2023-05 through 2023-09

- (1) One (1) 2022 International HX620 SBA 6X4 Chassis w/G&H Roll-Off Body; Serial No. 3HTPCAPT6NN406782
(Payoff December 2024)
- (2) One (1) 2018 Freightliner M2106 4-Door Cab & Chassis; VIN #1FVACXFC5JHJY4638, w/a Brush Hawg AWC-Model Grapple, Bed & Body; SN #1004254AWC
(Payoff 08/2023)
- (3) One (1) 2020 Altec DM47B-AWD Digger Derrick Truck; SN 1FVDCXFC3LHLB9384
(Payoff 01/2025)
- (4) One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN 3BPDL70X4LF105225
(Payoff 11/2025)
- (5) Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler
(Payoff 11/2028)

8. Consider any Item Removed from the Consent Agenda**9. Discuss and Consider Approval of City Manager Contract for the Period July 1, 2023 to June 30, 2024****10. Consider Approval of Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw**

- (a) Resolution 2023-10; A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance
- (b) Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance

- 11. Discuss and Consider Approval of Agreement Between the City of Sallisaw and the Independent School District No. I-001 of Sequoyah County, Oklahoma to Provide School Resource Officers for School Year 2023-2024**
- 12. Consider Approval of FY 2023-24 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of \$277,480.00, and Escrow Use Form for Workers' Compensation Insurance Renewal; Approval to use \$50,000.00 of the Escrow Balance**
- 13. Discuss and Consider Approval of Resolution 2023-11; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority***
- 14. Discuss and Consider Approval of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport, Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw**
- 15. Discuss and Consider Approval of Agreement for Brushy Lake Camp Host, Between the City of Sallisaw and Lahoma Jones, For the Period of July 1, 2023 to June 30, 2024.**
- 16. Conduct Public Hearing to Determine if the Property Located at 403 North Hickory St is a Public Nuisance; Case No. 05-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance**
- 17. Discuss and Consider Planning Commission Case No. PC 2023-002; Rezoning from Residence District (R-1) to Residence District (R-2) by Housing Authority of the Cherokee Nation of Oklahoma; and Ordinance 2023-06 with Emergency Clause**
- 18. Discuss and Consider Approval of Planning Commission Case No. PC 2023-003, Replat of Sallisaw Feed Mill by Aviagen, Inc.**
- 19. Possible Motion to Convene in Executive Session for the Purpose of Discussing Negotiations Concerning Employees and Representatives of Employee Groups, as Authorized by Title 25 O.S., § 307(B)(2)**
- 20. Possible Motion to Reconvene to Regular Session**

- 21. Possible Action or Direction Pursuant to Executive Session**
- 22. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff**
- 23. Receive Update on Current and Future Projects; Possible Direction to Staff**
- 24. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff**
- 25. Administrative Reports**
- 26. Adjourn**

Posted: JUNE 9, 2023

Time: 11:55 A.M.

KIM JAMISON



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of City Commissioners of the City of Sallisaw, Oklahoma, will hold a public hearing during their regular meeting on June 12, 2023, beginning at 6:00 p.m. at the Council Chambers, located at 113 North Elm, Sallisaw, Oklahoma, for the purpose of receiving any comments, recommendations, or information in either oral or written form on any part of the proposed budget for Fiscal Year 2024. The budget summary shows the estimated revenue and proposed appropriations.

Revenue

Governmental Funds

010. GENERAL FUND 10	26,105,840
030. CAPITAL IMPROVEMENT FUND 30	2,949,632
092. INFRASTRUCTURE IMPROVE FUND 92	3,074,492

<i>Sub-Total Governmental Funds</i>	32,129,964
--	-------------------

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	1,104,226
020. STREET & ALLEY FUND 20	121,722
021. YOUTH & RECREATION FUND	923,018
022. FIRE DEPARTMENT FUND	179,157
023. POLICE DEPARTMENT FUND	41,587
025. POLICE TECHNOLOGY FUND	21,300
051. LIBRARY TRUST AUTHORITY (51)	90,553
070. CEMETERY FUND 70	391,002
093. POLICE DRUG FUND	50,182
104. SALLISAW NOW CARA GRANT 18-21	50,000
105. SALLISAW NOW DFC GRANT	31,250
107. 107 PFS GRANT YRS 2019 - 2024	300,000
110. FR CARA GRANT YRS 2019-2023	125,000
111. OK ST CBPS GRANT 21	125,000
116. DOJ/DAC Law Enforcement Grants	7,190
118. FAA FUNDING	1,216,032

<i>Sub-Total Special Revenue Funds</i>	4,777,219
---	------------------

Total Governmental Funds Revenue

36,907,183

Proprietary Funds

090. SALLISAW MUNICIPAL AUTH 90	42,501,963	
096. SALLISAW ECONOMIC AUTHORITY	37,538	
Total Proprietary Funds Revenue		42,539,501

Fiduciary Funds

060. METER FUND 60	128,200	
Total Fiduciary Funds Revenue		128,200

Total Revenue		79,574,884
----------------------	--	-------------------

Appropriations & Transfers

010. GENERAL FUND	\$ 17,772,740
030. CAPITAL IMPROVEMENT FUND	\$ 2,949,632
092. INFRASTRUCTURE IMPROVEMENT FUND	\$ 3,074,492
Sub-Total Governmental Funds	\$ 23,796,864

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$ 1,104,226
020. STREET & ALLEY FUND 20	\$ 121,722
021. YOUTH & RECREATION FUND	\$ 923,018
022. FIRE DEPARTMENT FUND	\$ 179,157
023. POLICE DEPARTMENT FUND	\$ 41,587
025. POLICE TECHNOLOGY FUND	\$ 21,300
051. LIBRARY TRUST AUTHORITY (51)	\$ 90,553
070. CEMETERY FUND 70	\$ 391,002
093. POLICE DRUG FUND	\$ 50,182
104. SALLISAW NOW CARA GRANT 18-21	\$ 50,000
105. SALLISAW NOW DFC GRANT	\$ 31,250
107. 107 PFS GRANT YRS 2019 - 2024	\$ 300,000
110. FR CARA GRANT YRS 2019-2023	\$ 125,000
111. OK ST CBPS GRANT 21	\$ 125,000
116. DOJ/DAC Law Enforcement Grants	\$ 7,190
118. FAA FUNDING	\$ 1,216,032

Sub-Total Special Revenue Funds	\$ 4,777,219	
Total Governmental Funds Appropriations		\$ 28,574,083

Proprietary Funds

090. Sallisaw Municipal Authority	\$ 23,795,117
096. SALLISAW ECONOMIC AUTHORITY	\$ 37,538

Total Proprietary Funds		\$ 23,832,655
--------------------------------	-------	---------------

Fiduciary Funds

060. METER FUND 60	\$ 128,200
--------------------	------------

Total Fiduciary Funds		\$ 128,200
------------------------------	-------	------------

Transfers Out From General Fund

010-950-58802. TRANSFER SALES & USE TAX	\$ 7,996,000
010-950-58804. GRANT MATCH FOR FAA FUND 118	\$ 25,000
010-950-58805. GRANT MATCH	\$ 50,000
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 135,100
010-950-59901. CHAMBER OF COMMERCE	\$ 44,000
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 33,000
010-950-59903. SALLISAW MAIN STREET	\$ 15,000
010-950-59904. KIBOIS AREA TRANSIT	\$ 35,000

Total Transfers from General Fund		\$ 8,333,100
--	-------	--------------

Transfers Out From Sallisaw Municipal Authority

090-400-58802. TRAN TO G.F. SALES TAX	\$ 1,805,000
090-400-58803. TRANS TO C.I. SALES TAX	\$ 902,500
090-400-58804. TRAN TO HOSP AUTH-SALE TX	\$ 902,500
090-400-58806. USE TAX TRANSFER TO GEN	\$ 776,000
090-400-58808. TRANSF TO FUND 92	\$ 400,000
090-400-58830. TRANSFER TO GEN FUND	\$ 13,356,518
090-400-58831. TRANSFER TO CAP IMP FUND	\$ 564,328

Total Transfers from Sallisaw Municipal Authority		\$ 18,706,846
--	-------	---------------

Total Transfers All Funds		\$ 27,039,946
----------------------------------	-------	---------------

Total Appropriations & Transfers		<u>\$ 79,574,884</u>
---	-------	----------------------

CITY OF SALLISAW, OKLAHOMA

By: /s/ Ernie Martens
Ernie Martens, Mayor

ATTEST:

/s/ Kim Jamison
Kim Jamison, City Clerk

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: FY 2024 Budget

ITEM TITLE: Discuss and Consider Approval of Resolution 2023-04; Approving and Adopting the Budget for Fiscal Year 2023-2024

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: The attached budget resolution will formally adopt the FY 2024 Budget.

EXHIBITS: 1. RESOLUTION FY 24 BUDGET

KEY ISSUES:

- The Board of Commissioners must adopt the budget prior to the beginning of the new fiscal year, July 1st.
- The budget is presented as approved in the recent budget discussions. In a memo from the Director of Finance, she noted minor changes to the budget document. These adjustments were either a result of budget discussions or errors found during the presentations.

FUNDING SOURCE: FY 2024 Budget

RECOMMENDATION: Staff recommends approval of Resolution 2023-04, adopting the FY 2024 Budget.

RESOLUTION 2023-04

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SALLISAW, OKLAHOMA, FOR THE PERIOD JULY 1, 2023, THROUGH JUNE 30, 2024, FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET

WHEREAS, the Charter of the City of Sallisaw, Oklahoma and the Statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the Board of City Commissioners of the City of Sallisaw, Oklahoma prior to the beginning of the fiscal year of said City and that a public hearing(s) be held prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2023 through June 30, 2024, has been presented to the Board of City Commissioners and due deliberation had thereon, and public hearing(s) having been held as required by Charter and/or Statute, and all comments and objections have been considered; and

WHEREAS, the following is a summary of the sources of revenue, and of the amounts appropriated and the purposes for which the same shall be spent:

Budget Resolution

Revenue

Governmental Funds

010. GENERAL FUND 10	26,105,840
030. CAPITAL IMPROVEMENT FUND 30	2,949,632
092. INFRASTRUCTURE IMPROVE FUND 92	3,074,492

<i>Sub-Total Governmental Funds</i>	32,129,964
--	-------------------

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	1,104,226
020. STREET & ALLEY FUND 20	121,722
021. YOUTH & RECREATION FUND	923,018
022. FIRE DEPARTMENT FUND	179,157
023. POLICE DEPARTMENT FUND	41,587
025. POLICE TECHNOLOGY FUND	21,300
051. LIBRARY TRUST AUTHORITY (51)	90,553
070. CEMETERY FUND 70	391,002
093. POLICE DRUG FUND	50,182
104. SALLISAW NOW CARA GRANT 18-21	50,000
105. SALLISAW NOW DFC GRANT	31,250
107. 107 PFS GRANT YRS 2019 - 2024	300,000
110. FR CARA GRANT YRS 2019-2023	125,000

111. OK ST CBPS GRANT 21	125,000	
116. DOJ/DAC Law Enforcement Grants	7,190	
118. FAA FUNDING	1,216,032	
Sub-Total Special Revenue Funds	4,777,219	
Total Governmental Funds Revenue		36,907,183
Proprietary Funds		
090. SALLISAW MUNICIPAL AUTH 90	42,501,963	
096. SALLISAW ECONOMIC AUTHORITY	37,538	
Total Proprietary Funds Revenue		42,539,501
Fiduciary Funds		
060. METER FUND 60	128,200	
Total Fiduciary Funds Revenue		128,200
Total Revenue		79,574,884

Appropriations & Transfers

010.GENERAL FUND	\$ 17,772,740
030.CAPITAL IMPROVEMENT FUND	\$ 2,949,632
092.INFRASTRUCTURE IMPROVEMENT FUND	\$ 3,074,492
Sub-Total Governmental Funds	\$ 23,796,864

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$ 1,104,226
020. STREET & ALLEY FUND 20	\$ 121,722
021. YOUTH & RECREATION FUND	\$ 923,018
022. FIRE DEPARTMENT FUND	\$ 179,157
023. POLICE DEPARTMENT FUND	\$ 41,587
025. POLICE TECHNOLOGY FUND	\$ 21,300
051. LIBRARY TRUST AUTHORITY (51)	\$ 90,553
070. CEMETERY FUND 70	\$ 391,002
093. POLICE DRUG FUND	\$ 50,182
104. SALLISAW NOW CARA GRANT 18-21	\$ 50,000
105. SALLISAW NOW DFC GRANT	\$ 31,250
107. 107 PFS GRANT YRS 2019 - 2024	\$ 300,000
110. FR CARA GRANT YRS 2019-2023	\$ 125,000
111. OK ST CBPS GRANT 21	\$ 125,000
116. DOJ/DAC Law Enforcement Grants	\$ 7,190
118. FAA FUNDING	\$ 1,216,032

Sub-Total Special Revenue Funds	\$ 4,777,219	
Total Governmental Funds Appropriations		\$ 28,574,083
Proprietary Funds		
090.Sallisaw Municipal Authority	\$ 23,795,117	
096. SALLISAW ECONOMIC AUTHORITY	\$ 37,538	
Total Proprietary Funds		\$ 23,832,655
Fiduciary Funds		
060. METER FUND 60	\$ 128,200	
Total Fiduciary Funds		\$ 128,200
Transfers Out From General Fund		
010-950-58802. TRANSFER SALES & USE TAX	\$ 7,996,000	
010-950-58804. GRANT MATCH FOR FAA FUND 118	\$ 25,000	
010-950-58805. GRANT MATCH	\$ 50,000	
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 135,100	
010-950-59901. CHAMBER OF COMMERCE	\$ 44,000	
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 33,000	
010-950-59903. SALLISAW MAIN STREET	\$ 15,000	
010-950-59904. KIBOIS AREA TRANSIT	\$ 35,000	
Total Transfers from General Fund	\$ 8,333,100	
Transfers Out From Sallisaw Municipal Authority		
090-400-58802. TRAN TO G.F. SALES TAX	\$ 1,805,000	
090-400-58803. TRANS TO C.I. SALES TAX	\$ 902,500	
090-400-58804. TRAN TO HOSP AUTH-SALE TX	\$ 902,500	
090-400-58806. USE TAX TRANSFER TO GEN	\$ 776,000	
090-400-58808. TRANSF TO FUND 92	\$ 400,000	
090-400-58830. TRANSFER TO GEN FUND	\$ 13,356,518	
090-400-58831. TRANSFER TO CAP IMP FUND	\$ 564,328	
Total Transfers from Sallisaw Municipal Authority	\$ 18,706,846	
Total Transfers All Funds		\$ 27,039,946
Total Appropriations & Transfers		<u><u>\$ 79,574,884</u></u>

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA:

- A.** That the budget for the City of Sallisaw, Oklahoma, now before the said Board of City Commissioners for consideration, as herein above summarized and a complete copy of which is on file with the City Clerk, is hereby adopted as the budget for the said City of Sallisaw, Oklahoma, for the period of July 1, 2023, through June 30, 2024.
- B.** That the Finance Director, with the approval of the City Manager, may make transfers between departments and accounts within a fund as needed during the fiscal year. Any additional appropriations, or changes to the total adopted budget of individual funds must be approved by the Board of City Commissioners prior to implementation.

BE IT FURTHER RESOLVED, that the said Board of City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter or Statute.

Passed and approved this 12th day of JUNE, 2023

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: COLA Pay Adjustments

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Increase the Fiscal Year 2024 COLA Adjustment From 2% to 3%.

INITIATOR: City Manager
Assistant City Manager / Director of Finance

STAFF INFORMATION SOURCE: FY 2024 Budget

BACKGROUND: During the budget discussions, the Board approved a 2% COLA for all employees of the City. Since those discussions, staff has learned that our FY 2024 workers' compensation premium will be \$96,554 less than budgeted. Staff would like to use this savings and make the COLA 3% effective with the first full pay period in July. The estimated cost of a 3% COLA for the year is \$274,180.00 (2% was estimated at \$183,000). This will not change any totals for the General Fund, so no changes to the adopted budget are needed. We will account for the additional 1% with budget transfers during the year if needed.

EXHIBITS:

KEY ISSUES: The COLA adjustment will become effective the first full pay period in July.

FUNDING SOURCE: General Fund, FY 2024 Budget

RECOMMENDATION: Staff recommends approval of the request.

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MAY 8, 2023

The Board of Commissioners met in a regular meeting on May 8, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing to KXXMX; by posting at city hall on May 5, 2023 at 9:30 A.M.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Keith Miller, Terry Franklin, George Bormann, Ben Spyres, Chris Carter, Brandon Rogers, Jamie Phillips, William Downs, Chris Gilliam, Kayle Griffin, Casey Rogers, Daniel Emerson, Necole Emerson, Sam Houston, Skylar Fullbright,	City Manager City Attorney City Clerk Director of Finance Building Development Director Chief of Police Economic Development Director Computer Technician Senior Code Inspector Sanitation Operator Solid Waste Superintendent Sanitation Operator Code Inspector Chief Accountant Crew Leader - Landfill Locate Technician Clerk Sanitation Operator Grants Specialist
Others present:	Jimmy Smith; Misty Phillips; Dan Christensen; Dustin Reynolds; Shannon Vann; Reece Bush; Paul Harl; Teresa Caves; Paula Haraway; Lenora Skelton; Jim Rogers; Kenneth Holzhammer; Lynn Adams;	

Kevin Navratil; Cana Hall; Cheryl Hall; Daryl Legg; George Simmons; Holly Bormann; GW Bormann; Sean Martin; Eric Cherry; Keith Bosshers; E.O. Smith; Christina Carroll; Alan Toney; Alan Lee; Monty Lenington; Taylor Smith; Jim Hudgens; J.W. Fleetwood; Pamela Gay; Philip Gay; Sandra Downs; Eddie Martin; Others Unidentified

1. Meeting Called to Order

Mayor Martens called the meeting to order at 6:00 p.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Consider Motion to Recess Board of City Commissioners Meeting In Order to Call the Sallisaw Municipal Authority Meeting to Order

Motion was made by Lowe, seconded by Mendiola, to recess the meeting of the Board of City Commissioners in order to call the Sallisaw Municipal Authority Meeting to order.

Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion Carried 5-0. Meeting recessed at 6:00 p.m.

4. Consider Motion to Reconvene the Board of City Commissioners Meeting

Motion was made by Mendiola, seconded by Lowe, to reconvene the meeting of the Board of City Commissioners. Vote: Mendiola aye; Lowe aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0. Meeting reconvened at 7:27 p.m.

5. Removal of any Item from the Consent Agenda

None.

6. Consent Agenda

a Consider Approval of Regular Minutes of April 10, 2023

b Acknowledge Invoice Paid Report for April

Motion was made by Mendiola, seconded by Lowe, for approval of the consent agenda.
Vote: Mendiola aye; Lowe aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

7. Consider any Item Removed from the Consent Agenda

None.

8. Discussion and Possible Direction to Staff Regarding Continuation of Skydiving Activities at the Sallisaw Municipal Airport

The City Manager advised council that he had asked the Airport Advisory Board to give him a recommendation as to whether skydiving activities should continue at the Sallisaw Airport. This request was related to the fatality accident that occurred on February 18th. The Airport Board met on April 20th and their recommendation was “..... that no action be taken until investigative reports are returned and until such time as we have had to consult somebody extremely familiar with these sorts of operations to make his permit condition to bond our ordinances and upon any other conditions that would lend safety to the operations.” It was the concensus of the council to take the recommendation of the Airport Advisory Board and let the Airport Manager (which is the City Manager) make the decision once the instigative results were received.

9. Discuss and Consider Approval of Resolution 2023-03; *A Resolution Authorizing Participation in the OMAG Recognition Program*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2023-03.
Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

10. Discuss and Consider Approval of Work Order No. 2 to the Master Agreement for Professional Services Between the City of Sallisaw and Garver, LLC in the Amount of \$46,000.00 for Improvement and Rehabilitation to the Taxiway and West Apron Pavement, Including Crack and Seal Coat at the Sallisaw Municipal Airport; Authorize the City Manager to Sign.

After short discussion, motion was made by Mendiola, seconded by Peerson, for Approval of Work Order No. 2. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

11. Discuss and Consider Approval of Items Related to the JSV Runway Lighting Project at the Sallisaw Municipal Airport

a Accept Bids Received for the JSV Runway Airport Lighting Project

Motion was made by Mendiola, seconded by Bailey, to accept the bids received for the JSV Runway Airport Lighting Project. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

b Consider Approval of Award of Contract to Third Generation Electrical (TGE) of Tulsa, Oklahoma in the Amount of \$488,170.00 and, Authorize Garver Engineering to Execute all Related Documents, Including the Contract, Upon Receiving Approval of Such From City Attorney

Motion was made by Mendiola, seconded by Bailey, for approval of Award of Contract to Third Generation (TGE) in the amount of \$488,170.00, once approved by the City Attorney. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

12. Discuss and Consider Approval of Items Related to the Sallisaw Police Department Exterior Improvements Project

a Accept Bids Received for the Sallisaw Police Department Exterior Improvements Project

Motion was made by Bailey, seconded by Peerson, to accept the bids received for the Sallisaw Police Department Exterior Improvements Project. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

b Consider Approval of the Award of Contract to MGS Construction Services, Inc. of Sallisaw, Oklahoma in the Amount of \$409,935.00 for Exterior Improvements at the Sallisaw Police Department and, Authorize TAR & A LLC dba as Tim A. Risley and Associates to Execute All Related Documents, Including the Contract, Upon Receiving Approval of Such From the City Attorney

Motion was made by Mendiola, seconded by Bailey, for approval of the award of contract to MGS Construction Services, Inc. in the amount of \$409,935.00, once approved by the City Attorney. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye.

Motion carried 5-0.

13. Conduct Public Hearing to Determine if the Property Located at 107 West Scott Street is a Public Nuisance; Case No. 05-23-1C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

Mayor Martens opened the Public Hearing at 7:42 p.m. Chris Gilliam reviewed the item with the council. No other comments were received. The public hearing was closed at 7:44 p.m. Motion was made by Mendiola, seconded by Bailey, to declare Case No. 05-23-1C a public nuisance and directed staff to abate the nuisance. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

14. Conduct Public Hearing to Determine if the Property Located at 403 North Hickory St is a Public Nuisance; Case No. 05-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

Mayor Martens opened the public hearing at 7:45 p.m.. Chris Gilliam reviewed item with the council. Mr. Bush, the owner, was present and stated that he was waiting for the insurance and planned to demo. No other comments were received. The public hearing closed at 7:49 p.m. Motion was made by Bailey, seconded by Lowe, to grant an extension until the next council meeting on June 12th. Vote: Bailey aye; Lowe aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0.

15. Discuss and Consider Approval of Purchase Order No. 97799, Issued to Taylor Rental of Sallisaw, Oklahoma, in the Amount of \$10,498.86 for the Purchase of One (1) 60" Hustler X-One Kawasaki FX850 Mower for the Parks/Cemetery Department

Motion was made by Peerson, seconded by Lowe, for approval of Purchase Order No. 97799 in the amount of \$10,498.86. Vote: Peerson aye; Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

16. Receive Update on Current and Future Projects; Possible Direction to Staff

Keith Miller updated council on current and future projects. No direction was given.

17. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff

Robin Haggard gave a update on the City's financial status and the activities of the Finance Department. No direction was given.

18. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff

George Bormann gave an update on Economic Development and Grant Activities. No direction was given.

19. Administrative Reports

Administrative notes from the City Manager. Chuck Your Junk that was held on April 15th was a success. There will be another event around September/October. Diamond Daze was this past weekend. It was a success. There were many that stopped by the City table. He made mention of the car chase that occurred. The chase was ended by Captain Weber and Officer McGuirt close to the bounce rounds at the event where there were lots of kids. The officers received minor injuries.

20. Adjourn

Motion was made by Lowe, seconded by Peerson, to adjourn the meeting there being no further business. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Approved this 12th day of June, 2023.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
MAY 15, 2023

The Board of City Commissioners, in conjunction with the Sallisaw Municipal Authority, met in a special meeting on May 15, 2023, in the Council Chambers, 113 North Elm Street, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by e-mailing KXMS; by posting at city hall on May 10, 2023, at 12:01 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Mayor
	Ronnie Lowe,	Member, Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3
	Kristin Peerson,	Member, Ward 4

Members absent: None

Staff present:	Keith Skelton,	City Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	City Clerk
	Robin Haggard,	Finance Director
	Jessica Robertson,	Business Support Manager
	Gene Martin,	Equipment Service Superintendent
	Blakely Smith,	Superintendent – Electric
	Clint Smith,	IT Director
	Skylar Fullbright,	Grants Specialist
	Keith Miller,	Building Development Director
	George Bormann,	Economic Development Director
	Terry Franklin,	Chief of Police
	Anthony Armstrong,	Fire Chief
	Kayle Griffin,	Chief Accountant
	Sam Randolph,	Superintendent – Street
	Lee Risley,	Superintendent – Parks
	Amy Edwards,	Prevention Service Director
	Ted Capps,	Superintendent – Water/Sewer

Others Present: David Lessley; KC Holzhammer; Lynn Adams; JW Fleetwood; others unidentified.

Meeting Called to Order

Mayor Martens called the meeting to order at 9:00 a.m.

Declaration of a Quorum

A quorum was declared present.

Presentation and Review of Proposed FY 2024 Budget

The City Manager welcomed everyone. He gave a brief overview of how the budget retreat process would work. He advised that the budget process was a challenge. He then reviewed the City's mission statement, reviewed the website updates, and our Facebook page. He went over the budget process schedule. He then reviewed the 2023 projects and purchases, which include the Veteran's Center, North substation, sewer line projects, crosswalk at Oak and Cherokee, dugout covers at the Sport's Complex, electric pole change out, purchase of the sideload sanitation truck. As of May 1st, there is 12.5 million in projects in process of being completed and/or getting started.

Robin Haggard, Director of Finance, then presented an in-depth overview of the preliminary budget for FY 24. The key elements that make up the FY 24 budget include: anticipated revenues and planned appropriations; equipment purchases from capital improvement; building facility projects; asphalt street program; AMI system; leachate disposal line; construct of landfill cell 8a and shop building; possible sale of landfill and collection services; and salary and benefits. The general fund revenue is made up of taxes; gross receipt taxes, permits and licenses; municipal court fines; and transfers from SMA and balance forwards. Expenses: salaries and benefits; insurances; operating supplies; maintenance; sports complex and brushy park; transfers out; and transfers for non-profit organizations. SMA type revenues: taxes from general fund; utility revenues; penalties; connection/reconnection fees; and balance forward amounts. SMA expenses: transfers out; purchase power cost; telecommunication programming; engineering fees; and debt service. Across all funds electric service provides 40% of revenue, sales tax 21%, telecommunications 9.4%, water 8.5%, and landfill and sanitation combined 9.4%. The expenses across all funds are purchased power cost 24.56%, salaries and benefits 31.88%, daily operations 16.29%, and debt service 8.32%. She reviewed the sales tax breakdown. Sales and use tax have been very promising. The past 9 out of 11 months the sales tax has exceeded 600 thousand with 2 of those months exceeding 565 thousand. Hotel motel tax is estimated to be \$135 thousand for this year. This funds youth and recreation items. General fund revenue is estimated to be 26 million for FY 24. General fund non-proprietary budget has an increase of 712 thousand and the proprietary budget has an increase of 286 thousand. Two (2) lineman positions were added. 342 thousand has been budgeted for contingency and sundry. General fund transfers and contributions include 8 million transfer of sales and use tax, 135 thousand transferred to the youth and rec fund, 127 thousand to support Not For Profit organizations. Reconciliation of the general fund budget shows an increase of 577 thousand. The general fund personnel budget was reviewed. 150 positions are budgeted for FY 24. This is adding 2 lineman positions. This is an increase of \$681,492. The budget for salary and benefits is \$11.2 million. Personnel numbers were reviewed as well as the retirement plans (OkMRF, Police, Fire). Insurance rates show a 4.5% increase. A 2% COLA is proposed.

Keith Skelton then reviewed the Capital Improvement Fund. The CIF pays for items with a cost greater than \$5,000 and a useful life greater than 2 years. 1.6 million was funded; \$262,700 is for on-going lease

purchases and \$334,833 is CI contingency. Some purchases that were funded are: mini excavator, mini skid steer; an additional side load sanitation truck, PD remodel/expansion, solar lights for the walking trail at the sports complex, tree trimming chipper trailer mount. 3 million was budgeted for the Infrastructure Improvement Fund. Appropriations include landfill cell block 8a, sewer line improvements, water loop, leachate line/aeriation basin. SMA budget has a total budget of \$42.5 million. Appropriations include transfers to Infrastructure Improvement Fund and Capital improvement, GRDA power purchase, debt service.

Kayle Griffin reviewed all special revenue funds and grant funds, how they operate and any goals. Staff summarized all numbers for the proposed FY 24 budget.

Motion was made by Bailey, seconded by Mendiola, to break until 12:15 p.m. for lunch. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0. Meeting recessed at 11:40 a.m.

Motion was made by Lowe, seconded by Mendiola, to reconvene the meeting. Vote: Lowe aye; Mendiola aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. Meeting reconvened at 12:15 p.m.

Personnel numbers were discussed again. Looking at ways to increase starting wage. Consider dropping Step A of the pay scale then Step B would be new starting wage. Also, adding two (2) additional steps. Council asked that this be placed on the June agenda for consideration.

George Bormann gave a presentation on grants and economic development. Economic development needs include infrastructure, targeted economic development, incentive programs, recruitment of talent, business retention and expansion, marketing and rebrand, and need to focus on improving current infrastructure and assets.

Keith Miller made presentation. He reviewed animal control. He stated that the shelter had a 90% adoption success. Mapping and locates a new locating system would make lines more detectable. Code enforcement numbers were matching last years.

Motion was made by Peerson, seconded by Bailey, to recess the meeting until 9:00 a.m., May 16, 2023. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens. Motion carried 5-0.

Tuesday, May 15, 2023.

Board present: Ronnie Lowe; Josh Bailey (arrived at 9:01 a.m.); Julian Mendiola; Kristin Peerson; and Ernie Martens.

Staff present: Gene Martin; Terry Franklin; George Bormann; Jessican Robertson; Skylar Fullbright; Kyle Griffin; John Robert Montgomery; Keith Skelton; Robin Haggard; Kim Jamison; Ted Capps; Anthony Armstrong; Blakley Smith; Keith Miller; Jamie Phillips.

Others present: Dan Christensen; Dustin Reynolds; JW Fleetwood; KC Holzhammer; Josh Rogers; Marty Green; Lynn Adams; Tom Hanning; Taylor Smith; Charla Sloan; Keith Boshers; EO Smith; Laura Kuykendall; Monty Lenington; Belinda Holmes; Don Collins; others unidentified.

Motion was made by Lowe, seconded by Peerson, to reconvene the meeting. Vote: Lowe aye; Peerson aye; Mendiola aye; Martens aye. Motion carried 4-0. Meeting began at 9:00 a.m.

Keith Skelton welcomed everyone. Commissioner Peerson asked about the animal shelter. Keith Miller explained the difficulty they were having with animal transport. Several have shut down and they have stringent requirements that must be met before they will accept animals.

Conduct Planning Session to Discuss Various Operations, Policies, Programs, and Services; and, Provide Direction to Staff

Josh Rogers with Sallisaw Main Street visited with council and thanked them for their support. He stated that their focus was the revitalization of Sallisaw. He went over their various projects.

Marty Green spoke on behalf of the Sallisaw Chamber and Sallisaw Improvement Corporation. He thanked council for their support and reviewed activities.

Mayor Martens mentioned the Farmer's Market and noted that all the vendors were appreciative of the City's support.

Charla Sloan with KIBOIS addressed council. She thanked them for their support. She updated them on KIBOIS activities, fleet and employees.

Tom Hanning, FBO gave an update on airport activities.

Laura Kuykendall with the Boys and Girls Club thanked council for their assistance. Noting that the club's focus was on education. All funding comes from grants and community support.

Mr. Skelton thanked everyone who spoke and expressed that it was a joy to work with them.

Discussion and Possible Action Concerning CARDS Proposal to Purchase Landfill Facility and/or Solid Waste Collections

Discussion and Possible Action on Evaluating the Financial Value of the Sallisaw Municipal Landfill Facility

The above items were discussed in conjunction. Keith clarified that the numbers that are presented today are just estimates based on the information we have on hand today except for the tonnage which is exact numbers. Currently 8 customers make up 72% of the overall tonnage at the landfill. Out of those 8 customers, Sues and Leflore County make up 42% of the 72% tonnage. From July 22 through April 23 the

numbers are the actual tonnage is 70,379 and the projected tonnage through June 30th is 84,455. Cash customers and other small haulers bring in the remaining tonnage. The proposal received from CARDS, to purchase the landfill, was \$20 million plus a guarantee of \$1.2 million over the first five years. And release of closure cost liability of approximately 2.8 million would present a total value to the city of approximately 28 million. Projected expenses for new cell development and expansion, and equipment total \$11,250,000. We cannot justify increasing tonnage year to year and possible loose up to 41% with the current contracts. The tonnage increase would bring more expense and would need to be offset with tip fees. If the tipping fee, for non-contract customers (58%), is increased anywhere from \$34 - \$52/ton, our cash flow at the landfill would still be negative through 2030. The only way to see an increase in revenue would be to increase the tipping fee from \$58-\$60 per ton. This could drive customers elsewhere. Calculations from YR 22-23 have increased closure/post-closure costs of 11%. And will be an additional 7% for 2023. Selling and/or partnership proposals were presented. A partnership would allow the city to continue to retain ownership but would be managed by the other party. A lengthy discussion was held concerning proposals. It was the consensus of the board to continue with Letter of Intent (LOI) with CARDS.

Motion was made by Lowe, seconded by Peerson, to break until 12:00 p.m. for lunch. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. Meeting recessed at 11:30 a.m.

Motion was made by Peerson, seconded by Bailey, to reconvene the meeting. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0. Meeting reconvened at 12:06 p.m.

The City Manger wanted to make some clarification about the pay scale. He advised that all employees had received a 3% COLA in FY 23 and a 3% merit increase if they were not at the top of the pay scale. He advised that 35 positions were adjusted (increased) over the last couple of years. He suggested a 2% COLA across the board. And, that we will look at the pay scale over the next year. The board was in agreement.

Consider Motion to Convene in Executive Session for the Purpose of Conducting Annual Review of Performance of the City Manager; As Authorized by Title 25 O.S., §307 (B)(1)

Motion was made by Mendiola, seconded by Lowe, to convene in executive session. Vote: Mendiola aye; Lowe aye; Bailey aye; Peerson aye; Martens aye. Motion Carried 5-0. Time was 12:57 p.m.

Consider Motion to Reconvene to Regular Session

Motion was made by Peerson, seconded by Bailey, to reconvene to regular session. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0. Reconvened at 1:55 p.m.

Any Action or Direction Pursuant to Executive Session

None.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting there being no further business. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 1:56 p.m.

Approved this **12th** day of **June 2023**.

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk

5/16/2023



Dear City Commissioners and Mayor:

The Board of Trustees of Sequoyah County-City of Sallisaw hospital Authority would like to request your consideration of renewal of the one year term of Debbie Bartel as Trustee on the Board. Mrs. Bartel has been serving the past several years in this role and has been invaluable in her service and contribution to the hospital.

The Current one year term for Mrs. Bartel will expire 6/30/2023.

Respectfully,

Stephanie Six, Hospital Administrator

213 East Redwood Ave

Sallisaw, Ok 74955

918-774-1113

AGREEMENT FOR CITY OF SALLISAW MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the **Interlocal Cooperative Act** by and between the Oklahoma District Court serving Sequoyah County, otherwise known as Judicial District 15 (**District Court**) and the Municipal Court of the City of Sallisaw (**Municipal Court**), under authority of Title 10A of the Oklahoma Statutes, (Supp. 2009), §2-2-103, under which municipal courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop, and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. Such offenders will typically be first-time offenders, or at least juveniles with infrequent contact with the law. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect from July 1, 2023, through June 30, 2024. Thereafter, this agreement shall be renewed for successive one year periods corresponding with the fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

Either party may request a modification of the agreement by making a written

request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

Either party may terminate this agreement by providing written notice to the other party at least ninety (90) days prior to the proposed termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a. Are under eighteen (18) years of age;
 - b. Have been charged for violating municipal ordinances including vandalism, shoplifting, trespassing, assault, battery, assault and battery, illegal possession of firearms, truancy, curfews, possession of low-point beer, as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication, failure to appear for a court appearance or comply with a court order, or any other offense in violation of municipal ordinances;
 - c. Have not been certified as an adult for any purpose pursuant to Okla. Stat. tit. 10A §2-2-403, to the best of the knowledge of City employees.
2. Upon Conviction, punishment may include any one or all of the following:
 - a. A fine not to exceed the statutory maximum of the Municipal Court;
 - b. Community service work, not to exceed ninety (90) hours, in lieu of or in addition to a fine if the product of multiplying the number of hours

of community service work by the prevailing minimum wage plus any fine imposed does not result in a number which exceeds the maximum fine authorized by law, or restitution, or both community service work and restitution;

c. Restitution;

d. Costs as authorized by law.

3. All Municipal arrest records and prosecution records for cases involving prosecutions under this contract, court records and court proceedings under this contract shall be kept confidential and shall not be open for public inspection except by order of the Municipal Court or as otherwise provided in Chapter 6 of Okla. Stat. tit. 10 §620.6. Municipal Court conviction records involving convictions of violating municipal ordinances shall be open to public inspection.
4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian, or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian, or responsible adult to take custody of the juvenile. Upon the failure to locate an appropriate responsible adult, the City may refer the juvenile to the District Court, or may retain custody of the juvenile in a location separate

from the jail until the impediment to release is resolved.

5. The Municipal Court shall provide to the District Court law enforcement reports and related document for all juveniles referred to the District Court for prosecution. It is expressly understood that prosecution in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts, and used solely to fund local programs which address problems of juvenile crime, to fund the costs of prosecution authorized under this agreement, to fund costs of detention authorized pursuant to Okla. Stat. tit. 10A, §2-2-103, and to fund administrative costs related to local programs that address problems of juvenile crime or related to the prosecution, detention, or punishment authorized pursuant to Okla. Stat. tit. 10A §2-2-103.
7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implemented to prosecute and treat juvenile offenders.

THE DISTRICT COURT:

1. Understands that court costs which are authorized by law, may be collected, deposited in the general fund of the City, and thereafter expended by the City for the lawful purposes.
2. Acknowledges that the City's jurisdiction over juvenile traffic offenders is not affected by or dependent upon this agreement.
3. Shall consider in the District Court's sole discretion the appropriateness of bringing contempt charges against any juvenile who has been:
 - a. prosecuted under this agreement,
 - b. convicted and subjected to orders of the Municipal Court, and
 - c. thereafter disobeys the orders of the Municipal Court.

The disobedience of the Municipal Court order may also be used as an element to determine the appropriateness of District Court prosecution or appropriate sentencing in the event said juvenile is ever prosecuted on subsequent charges.

4. Shall cooperate with the Municipal Court in attempting to determine the statistical analysis of the number of juveniles diverted from the District Court system to the Municipal Court system, and the success rate of the Municipal Court system as determined by the percentage of recidivism of such Municipal Court offenders in either the Municipal Court or the District Court systems. As an aid to this process, the City shall maintain a list identifying the juveniles prosecuted and the charges for which they were prosecuted. Such list shall be available upon demand by the District Court for comparison with the District Court records to determine previous offender status, or for

any other proper purposes.

5. Shall periodically advise the City of the District Court's impressions of the successes or shortcomings of programs under the contract as measured against the purposes of the parties.
6. Shall compare any arraignment docket kept by the City with the Court's records to determine whether the named defendants have had prior contact with the Court, and to advise the City of its findings prior to the arraignment.
7. As needed, representatives for the contracting parties may meet to discuss improvements in any process implemented under this agreement.

STATUS OF VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including, but not limited to, wages, salaries, and consideration paid on subcontracts.

In the event parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City's Attorney, John Robert Montgomery, of Montgomery and Montgomery, P. C., P.O. Box 1180, Sallisaw, Oklahoma 74955, (918) 775-9178.

The District Court may be contacted through the Office of the Presiding Juvenile Judge at the Sequoyah County Courthouse, 120 East Chickasaw, Sallisaw, Oklahoma 74955.

SIGNED and DELIVERED this 1st day of June, 2023.

Judge of Judicial Administrative District

APPROVED as to form the legality this 23rd day of May, 2023.

District Attorney

PASSED AND APPROVED by the Mayor and Council of the City of Sallisaw, Oklahoma
this 12th day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

By: ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

APPROVED as to form the legality this _____ day of _____, 2023.

JOHN ROBERT MONTGOMERY, City Attorney

LEASE AGREEMENT

This agreement, made and entered into on this the 1st day of July, 2023 to the 30th day of June, 2024, by and between the City of Sallisaw, Oklahoma, Party of the First Part, hereinafter called "Lessor" and MC Nutrition Services, Inc., Muskogee, Oklahoma, Party of the Second Part, hereinafter called "Lessee".

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the lessor hereby leases, let and rents to the lessee the following described real estate situated in Sequoyah County, State of Oklahoma, to-wit:

The Senior Citizens Complex located at 115 West Redwood within the city park of the City of Sallisaw, Oklahoma, which is a part of the SE ¼ SW ¼ of Section 32, Township 12 North, Range 24 East.

To have and to hold the same for a period of one year from and after the date hereof unless sooner termination is provided herein.

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

It is understood and agreed that the Lessee shall use the building only for the purpose of a dining room and the kitchen for the Nutrition Project and other activities for Senior Citizens under Title IIIC and Title IIIB of the Americans Act of 1965 as amended, and shall not subject said premises or any part thereof and if the building ceases to be used for such purposes of said organization, then this lease shall automatically end.

At the termination of said lease the Lessee will return real estate to the possession of the Lessor with all improvements intact. All improvements made to the building shall not be removed at the termination of this lease. All improvements made by the Lessee shall be approved in advance by the Lessor in writing before said improvements are made. In addition, the lessor will provide upkeep of parking area and landscaping of the Senior Citizens Complex. Any equipment purchased with Title IIIB or IIIC program monies shall remain the property of the Lessee.

During the term of the lease, the Lessee will pay utilities at the regular rate and will maintain said building inside and out. The lessee will use all reasonable means to protect the building from damages and destruction.

The Lessor will carry such insurance on the building as it feels necessary, but in the case of the destruction of the building, the Lessor will not be required to replace said building, and if the building is destroyed by fire or windstorm, this lease shall terminate and the Lessor will not be required to pay Lessee anything for the termination of said lease.

WITNESS our hands and seals this 12th day of June, 2023.

City of Sallisaw, Oklahoma

By: _____
Mayor

Attest:

City Clerk

(Seal)

MC Nutrition Services, Inc.

By: Ganji Wilkerson
Project Director

GENERAL LEASE

This lease, made this 12th day of June, 2023, by and between City of Sallisaw, a Municipal Corporation, lessor, and Sallisaw Lumber Company, Inc., lessee;

(1) Witnesseth, that said lessor in consideration of the covenants and agreements hereinafter set forth does by these presents demise, lease and let unto the lessee the following described property, situated in the County of Sequoyah, State of Oklahoma, to-wit:

Commencing at the NW corner of the SW¼ of Lot 4, Section 5, Township 11 North, Range 24 East; thence East 30 feet; thence South 252.2 feet; thence North 85°59'33" East 51 feet to a point, said point being the Northwesterly corner of the original Depot Grounds No. 56; thence South 04°00'27" East 200 feet; thence North 85°59'33" East 1253.6 feet to the point of beginning; thence continuing North 85°59'33" East 138.00 feet; thence South 04°00'27" East 85.00 feet; thence South 79°47'16"W 138.81 feet; thence North 04°00'27" West 100 feet to the point of beginning.

(2) To have and to hold the same to the lessee from and after the 1st day of July 2023, to the 30th day of June, 2024. And said lessee in consideration of the premises herein set forth, agrees to pay to the lessor as rental for the above described premises the sum of \$10.00, due and payable on the date hereof.

(3) It is further agreed that the lessee shall not assign this lease or sub-let the premises, or any part thereof, without the written consent of the lessor. And it is also agreed that upon the failure to comply with the terms and conditions of this lease by the lessee, then the lessor may declare this lease at an end and void, and re-enter and take possession of the premises.

(4) It is further agreed, by and between the parties thereto that all utilities and/or improvements, if any, to said premises will be paid solely by the lessee.

(5) It is further agreed, that at the end of this lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the 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.

(6) The covenants and agreements of this lease shall extend to and be binding upon the successors of the parties hereto.

Witness our hands and seals the date first above written.

LESSOR:

**CITY OF SALLISAW, A MUNICIPAL
CORPORATION**

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

LESSEE:

SALLISAW LUMBER COMPANY, INC.

By: _____
_____, **President**

ATTEST:

Secretary

[SEAL]

AGREEMENT

THIS AGREEMENT made and entered into on this 12th day of June 2023, between the City of Sallisaw, Oklahoma called the “City” and the Sallisaw Main Street, a non-profit organization.

W I T N E S S E T H:

WHEREAS, the City of Sallisaw, recognizing the need for continued beautification and development of the economic base of the City’s downtown, wishes to provide for a coordinated effort to encourage, promote, and foster the beautification and economic development of the City, including the downtown area; and

WHEREAS, Sallisaw Main Street has traditionally and actively promoted beautification, business development and economic growth within the City’s downtown for the purpose of sustaining and creating jobs and expanding the tax base, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the beautification and economic wellbeing of the community’s downtown combine their efforts for such purpose and provide an effective facade improvement program for Sallisaw, to be operated by Sallisaw Main Street as hereinafter provided;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The downtown facade improvement program shall be continued and operated through efforts of Sallisaw Main Street.
2. Sallisaw Main Street shall actively advertise and promote the downtown facade improvement program to all downtown businesses in Sallisaw, Oklahoma.
3. Sallisaw Main Street shall promote downtown business through existing downtown businesses and promote expansion of current businesses within Sallisaw’s downtown.
4. All persons working for Sallisaw Main Street under this Agreement shall in no way be considered employees of the City, and any liability which should arise under the Workmen’s Compensation Act of the State of Oklahoma due to injury shall be the sole liability of Sallisaw Main Street. Sallisaw Main Street shall indemnify and hold harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.

5. Sallisaw Main Street agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay Sallisaw Main Street as compensation for services to be rendered under this Agreement the sum of \$15,000.00. It is understood that said sum of \$15,000.00 shall be used solely and only for the promotion and development of business, including the facade improvement program, within the City of Sallisaw's downtown. The City will remit to Sallisaw Main Street, on a monthly basis, 1/12 of the contract amount.
7. This Agreement is not assignable by Sallisaw Main Street. This Agreement shall cover the year commencing July 1, 2023, and shall terminate on June 30, 2024.

WITNESS OUR HANDS the 12th day of June 2023 at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

**SALLISAW MAIN STREET
A NON-PROFIT ORGANIZATION**

By: _____
Representative

ATTEST:

Secretary

APPROVED AS TO FORM:

John Robert Montgomery

AGREEMENT

THIS AGREEMENT made and entered into on this 12th day of June 2023, between the City of Sallisaw, Oklahoma called the "City" and the Sallisaw Chamber of Commerce, a non-profit organization, hereinafter called the "Chamber."

W I T N E S S E T H:

WHEREAS, the City of Sallisaw, recognizing the need for continued development of the economic base of the City, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the City; and

WHEREAS, the Chamber, in addition to its other community activities and functions, has traditionally and actively promoted business development and economic growth within the City for the purpose of creating jobs and expanding the tax base, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being of the community combine their efforts for such purpose and provide an effective economic development program for Sallisaw, to be operated by the Chamber as hereinafter provided;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The tourism and economic development brochures heretofore produced through efforts of the Chamber of Commerce shall be distributed by the Chamber of Commerce, and the Chamber of Commerce shall have more brochures printed, if necessary, to continue the promotion of economic development and tourism within the City of Sallisaw.
2. The Chamber of Commerce shall actively advertise and promote tourism in Sallisaw, Oklahoma.
3. The Chamber of Commerce shall promote industry through existing industry and business and promote expansion of current industrial facilities within Sallisaw, advertise, either directly or with others, in specific industrial publications approved by the City for the promotion and development of industry within Sallisaw, and attend trade shows approved by the City, if deemed necessary, for the promotion of industry within Sallisaw.
4. All persons working for the Chamber under this Agreement shall be employees of the Chamber and shall in no way be considered employees of the City, and any liability which should arise under the Workmen's Compensation Act of the State of Oklahoma due to injury of any employee of the Chamber, the same shall be the sole liability of the Chamber. The Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.

5. The Chamber agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay the Chamber as compensation for services to be rendered under this Agreement the sum of \$44,000.00. It is understood that said sum of \$44,000.00 shall be used solely and only for the promotion of business, industrial development and tourism within the City of Sallisaw. The City will remit to the chamber, on a monthly basis, 1/12 of the contract amount.
7. The Chamber shall establish an office in Sallisaw and shall keep the office open to the public during normal working hours, for no less than 37 hours per week, and provide information to visitors regarding tourism and economic development.
8. This Agreement is not assignable by the Chamber. This Agreement shall cover the year commencing July 1, 2023, and shall terminate on June 30, 2024.

WITNESS OUR HANDS the 12th day of June 2023, at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

SALLISAW CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

John Robert Montgomery

**CONTRACT
FOR ECONOMIC DEVELOPMENT SERVICES
BETWEEN SALLISAW IMPROVEMENT CORPORATION,
AND THE CITY OF SALLISAW, A MUNICIPAL CORPORATION**

This contract made and entered into this 12TH day of JUNE, 2023, by and between the Sallisaw Improvement Corporation, a non-profit organization, (hereinafter referred to as "SIC"), the City of Sallisaw, a Municipal Corporation, (hereinafter referred to as "CITY") and the Sallisaw Economic Authority (hereinafter referred to as "SEA").

WITNESSETH:

WHEREAS, the City of Sallisaw, the Mayor and Board of Commissioners of the City of Sallisaw desire to implement a strategic plan for economic and industrial development for the City of Sallisaw, Oklahoma, and

WHEREAS, the CITY, recognizing the need for continued development of the economic base of the CITY, and

WHEREAS, SIC was created for the specific purpose of promoting industry and economic development for the beneficiary, the CITY, and

WHEREAS, the CITY, SIC and SEA do hereby contract to develop a marketing program designed to aid existing commerce and industry and to attract additional business development within the CITY, and

NOW, THEREFORE, in consideration of the annual payment of such sums as are further described herein and for other valuable consideration, the parties agree as follows:

1. SIC and the CITY shall perform such services and take such action as are necessary to develop and implement a marketing program with the sole objective being to assist existing commerce and industry and to attract additional development within Sallisaw, Oklahoma.
2. SIC and the CITY, by and through the Sallisaw Improvement Corporation, will generally do all things necessary in their respective judgment for the furtherance of the aims and purposes of such a marketing program.
3. SIC hereby contracts with the CITY for SIC to perform certain economic development services for the benefit of the CITY pursuant to the terms and conditions set forth herein. SIC shall use its good faith and best effort to fulfill as much of its

plan, goals and priorities as possible within the limitations of its budget. Such scope for work includes but is not limited to SIC using its best efforts to accomplish the following general objectives:

- A. Expanding the economic base of the CITY and Sequoyah County by seeking employment opportunities for its citizens.
 - B. Encouraging and assisting resident industry to maintain and expand employment opportunities.
 - C. Implementing an aggressive marketing program to attract new jobs to the CITY.
 - D. Providing materials including graphics, photos where appropriate to those individuals or companies evaluating the CITY for industrial or commercial investment.
 - E. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
 - F. Providing additional employment opportunities.
 - G. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek ways to expand those facilities where required.
 - H. SIC shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this contract.
 - I. SIC, because of budget restraints, has a right to prioritize the general objectives as set forth here above.
- 4. SIC will keep books and records of its activities in the operation of the program which will be available for inspection by the CITY and SIC members, at all reasonable times.
 - 5. SIC shall actively participate in all activities in relation to industrial development. SIC shall submit monthly reports and a year-end report to the Board of City Commissioners outlining the services, activities and plans for the reporting period.
 - 6. The CITY will pay to SIC on a monthly basis a sum certain as specified in accordance hereunder to fund the program and activities to SIC in carrying out its duties on behalf of the

CITY during the operation of the program. The CITY will provide the sum of \$33,000.00, for the fiscal year 2023-2024 and SIC will raise funds to support the program set out herein and shall use its best efforts to match the amount provided by the CITY. Either the CITY or SIC shall receive credit towards any due and owing amount for the value of any monetary goods, facilities, equipment or supplies given by the respective parties during any year of operation, value to be set by the Directors of SIC.

7. The SEA will endeavor to provide or attempt to provide financing to SIC for industrial development of the real property owned by SIC.
8. While it is hopeful that this program for industrial development be a multi-year program, an evaluation of the status and results of this program shall be made annually, and at such time the renewal of this contract is subject to the mutual approval of the governing body of the CITY and the Directors of SIC.
9. SIC shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, training, travel, and development account, and any other necessary record documentation.
10. SIC hereby accepts the CITY's appointment as contractor for the economic and industrial development effort pursuant to the terms of this contract.
11. Nothing in this agreement however authorizes the SIC to expend or obligate funds or other resources of the City without express authorization from the Board of City Commissioners.
12. Neither the CITY nor SIC shall, by virtue of this contract, be deemed to be partners or joint ventures in this economic and industrial development contract. It is expressly understood that SIC is hereby retained by the CITY to perform the services on behalf of the CITY and that SIC is an independent contractor of the CITY only for the purposes of carrying out its obligations under this contract.
13. SIC agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.

14. This contract shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of Oklahoma. Neither party shall assign this contract or any interest herein without the express written consent of the other party.
15. Amendments may be made to this contract only upon the approval, in writing, of the parties hereto.
16. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
17. If any one or more of the sections, sentences, clauses, parts or parties to this agreement be held invalid for any reason, the invalidity of such section, sentence, clause, part or part shall not affect or prejudice in any way the applicability and the validity of any other provision of this contract.

IN WITNESS WHEREOF, the proper officers or officials of the parties have hereunto set their hands and official seals on the date first above written.

Executed on the date first written above.

CITY OF SALLISAW, OKLAHOMA
A Municipal Corporation

BY: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

SALLISAW IMPROVEMENT CORPORATION

BY: _____
President

ATTEST:

Secretary

(SEAL)

AGREEMENT

This Agreement made and entered into this 12th day of June 2023, by and between the **City of Sallisaw**, Oklahoma, an, Oklahoma Municipal Corporation (hereinafter referred to as “**CITY**”) and the **Boys and Girls Club of Sequoyah County**, a non-profit organization (hereinafter referred to as “**CLUB**”).

WITNESSETH:

WHEREAS, the City of Sallisaw, recognizing the need for continued development of youth activities for continued development of the economic base of the City, wishes to provide for programs and activities that will continue a coordinated effort to encourage, promote, and foster the Youth of the City; and

WHEREAS, the Sallisaw Boys and Girls Club has traditionally and actively promoted and provided youth activities within the City for the purpose of creating opportunities for learning; and

WHEREAS, it is the desire of the parties hereto, to work together and combine their efforts to enable all young people, especially those in need, to reach their full potential; and

WHEREAS, it is the desire of the parties hereto, to work together to continue providing youth activities for the City, activities and services that otherwise would not be available in the City;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The **CITY** agrees to provide funding in the amount of fifteen thousand dollars (\$15,000.00) during the term of this agreement, such funding to be provided from the City of Sallisaw Youth and Recreation Fund. The **CLUB** shall have the option to receive funding in a lump sum, or prorated on a monthly basis for the term of this Agreement.
2. The **CLUB** agrees that funding received shall not be used for payment of any salaries or benefits of the employees of the **CLUB**; nor shall funding be used for facility maintenance, utility or insurance costs.
3. The **CLUB** agrees that funding received from the Sallisaw Youth and Recreation Fund shall not be used to supplant existing funding used for current youth activities within the city limits of Sallisaw.
4. The **CLUB** agrees that all funding supplied by the **CITY**, shall be used to provide youth activities of the Sallisaw Boys and Girls Club within the city limits of the City of Sallisaw, and used for the following only:
 - a. Purchasing supplies and materials to facilitate youth activities provided by the **CLUB**.
 - b. Purchasing equipment that assists in providing youth activities in Sallisaw.
 - c. Payment for certain youth activity programs provided by outside speakers, teachers or organizations, where those programs take place in Sallisaw.
5. The **CLUB** agrees to furnish a monthly report to the **CITY**, detailing how funding provided by the **CITY** is utilized by the **CLUB**.
6. This Agreement shall not be assignable by the **CLUB**.
7. **TERM.** This Agreement shall cover the year beginning July 1, 2023 and terminate on June 30, 2024.

8. The **CLUB**, as an independent contractor, assumes the entire responsibility of carrying out and accomplishing the services stated in this agreement.
9. The **CLUB** agrees not to discriminate against any employee, or applicant for employment, or any youth club member in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
10. The **CLUB** agrees to protect, defend, indemnify, and hold harmless the **CITY**, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the **CLUB**, its officers, employees, and/or agents, arising out of, or in connection with, the performance or non-performance of the services, duties, and obligations required of the **CLUB** under this Agreement.
11. This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the **CLUB** pursuant to this agreement shall be submitted to the **CITY**, and the **CLUB** shall be entitled to just and equitable compensation at the agreed upon rate for any satisfactory work completed prior to the date of termination.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Kim Jamison, City Clerk

**Boys and Girls Club of Sequoyah County
A Non-Profit Organization**

Laura Kuykendall, CEO

Approved as to form: _____

John Robert Montgomery, City Attorney

AGREEMENT

THIS AGREEMENT made and entered into this 12TH day of June 2023, by and between the CITY OF SALLISAW, a Municipal Corporation Sequoyah County, State of Oklahoma, (hereinafter "CITY") and KI BOIS COMMUNITY ACTION FOUNDATION, INC (hereinafter "KIBOIS").

That for and in consideration of the mutual promises hereinafter set forth, CITY hereby enters into this Agreement with KIBOIS pursuant to the following terms:

- I. The CITY finds that KI BOIS performs functions that are for a public purpose, specifically the providing of transportation services in and around the Sallisaw area;
- II. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Sallisaw area per an operating schedule provided by KI BOIS and approved by the City of Sallisaw.
- III. The term of this agreement shall be for the City Fiscal Year 2023-2024, beginning July 1, 2023, and ending June 30, 2024.
- IV. KI BOIS will provide the CITY with regular utilization data, as requested, and other pertinent ridership information in order to keep the CITY informed as to the operational matters of the public transportation program.
- V. In consideration of the mutual promises, covenants and agreements hereinabove set forth, the CITY agrees to provide funding in the amount of thirty five thousand dollars (\$35,000.00) per year; said funding to be used as capital matching funds allowing KI BOIS to acquire passenger vehicles to be used for providing public transportation services in the Sallisaw area. Funding may be requested by KI BOIS in monthly installments, or as a lump sum payment, upon presentation of an invoice to the CITY.
- VI. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the CITY to KI BOIS for services provided and that this contract is limited to the term set forth above.

VII. Points of Contact

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

KI BOIS Community Action
1206 West Redwood
Sallisaw, OK 74955

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th day of June 2023.

KI BOIS Community Action

By/Title: _____

CITY OF SALLISAW, OKLAHOMA

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[Seal]

Approved as to form:

John Robert Montgomery, City Attorney

Date

AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into this 12TH day of JUNE, 2023 (**lease date**), by and between City of Sallisaw, a Municipal Corporation, **LESSOR**, and Paul Greg Gambill, II, 1445 N. Main Street, Mulberry, AR, **LESSEE**;

1. Witnesseth, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** a metal building, identified as Airport Hangar #1706, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma.
2. The Term of this Lease shall be from the lease date noted above to June 30, 2024, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease, or any portion of, can be canceled by either party by sixty (60) days written notice.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above described premise, the sum of One Hundred Fifty Dollars (\$150.00) per month, payable in advance on the 1st day of each month, with the first month being prorated from the beginning term of this Lease. The lease payment may be made monthly or yearly. The lease amount of this hangar may be changed by the **LESSOR** upon a written 30-day notice.
4. **LESSEE** agrees the building leased shall be used for airport-related activities only, namely the storage of an aircraft, and shall be kept in a neat and orderly manner.
5. **LESSEE** agrees that if **LESSEE** ceases to store an aircraft in the leased hangar for a period exceeding six (6) months, **LESSOR** may cancel this lease immediately upon written notice to the **LESSEE**.
6. **LESSEE** agrees that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
7. **LESSEE** agrees to obtain any necessary permits, as required in Chapter 14 of the Sallisaw Code of Ordinances, required to operate any aviation related business from this location.

8. It is further agreed, by and between the parties thereto, that all utilities provided to the hangar shall be the responsibility of the **LESSEE**.
9. It is further agreed, if any improvements to the premises are needed or required, those improvements and repairs on said premises will be the sole responsibility of **LESSOR**. At any time, **LESSEE** may submit a request for improvements to the **LESSOR** and **LESSOR** shall consider those improvements and perform if **LESSOR** sees a benefit of the requested improvements. Any damage caused by the **LESSEE** shall be repaired and paid for by the **LESSEE** or billed to the **LESSEE** if repaired by the **LESSOR**. Damages repaired by the **LESSEE** shall meet the standards of the **LESSOR** and be approved by the **LESSOR**.
10. **LESSEE** further agrees:
 - a. The hangar door shall not be left open or unattended.
 - b. No signs shall be attached to the hangar.
 - c. No fueling of aircraft shall be performed within the hangar.
 - d. No hazardous or toxic materials shall be stored in the hangar.
 - e. Ramps or taxiways shall not be used as a parking space for vehicles other than their own, or their aircraft. Only approved parking spaces shall be used.
 - f. No open flame heaters shall be stored or operated within the hangar.
11. 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: Owner Name printed
---	--

Approved as to Form:

John Robert Montgomery, City Attorney

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 12th day of June, 2023, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as “City”) and the Town of Gans, Oklahoma, (hereinafter referred to as “Town”).

Whereas, City has an animal shelter which has the capacity to euthanize cats and dogs (hereinafter referred to as “animals”); and,

Whereas, Town desires to use the euthanasia, boarding, and adoption services of the City.

NOW, THEREFORE, in consideration of the services to be provided by City and the payment of fees by Town and the covenants and agreements of the parties hereto as hereinafter set forth, City and Town agree as follows:

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City’s animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City’s animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Forty Dollars (\$40.00) for each animal delivered to the City’s animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2023 and will terminate on 30th day of June, 2024, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered

to the following:

For the City: City Manager
City of Sallisaw
115 East Choctaw
P. O. Box 525
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk
Town of Gans
102 South Stacey
Gans, Oklahoma 74936

5. This Agreement may be amended, in writing, with the mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

Approved as to form and legality this 12th day of June, 2023.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF GANS, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 12th day of June, 2023, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Vian, Oklahoma, (hereinafter referred to as "Town").

Whereas, City has an animal shelter which has the capacity to euthanize cats and dogs (hereinafter referred to as "animals"); and,

Whereas, Town desires to use the euthanasia, boarding, and adoption services of the City.

NOW, THEREFORE, in consideration of the services to be provided by City and the payment of fees by Town and the covenants and agreements of the parties hereto as hereinafter set forth, City and Town agree as follows:

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Forty Dollars (\$40.00) for each animal delivered to the City's animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2023 and will terminate on 30th day of June, 2024, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered

to the following:

For the City: City Manager
City of Sallisaw
115 East Choctaw
P. O. Box 525
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk
Town of Vian
P. O. Box 687
Vian, Oklahoma 74962

5. This Agreement may be amended, in writing, with the mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

Approved as to form and legality this 12th day of June, 2023.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF VIAN, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

GENERAL LEASE

This lease made and entered into this 12th day of June 2023, 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 2023 to the 30th day of June 2024.
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, 2023.
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
---	--

LEASE WITH AGREEMENT TO REMOVE LIME WASTE

This Agreement and Lease is entered into this 12th day of June, 2023, by and between the City of Sallisaw, a Municipal Corporation, lessor, and Honeycutt Backhoe and Dozer, LLC, d/b/a Nathan Honeycutt, lessee;

1. Witnesseth, that said lessor in consideration of the covenants and agreements hereinafter set forth does by these presents lease, demise and let unto the lessee the following described property, situated in the County of Sequoyah, State of Oklahoma, to-wit:

All that part of Lot 3 lying South and West of the Kansas City Southern Railway right-of-way and North of the Union Pacific Railway right-of-way in Section 6, Township 11 North, Range 24 East.

2. To have and to hold the same to the lessee, for an effective term, from the 1st day of July, 2023, to the 30th day of June, 2024, in consideration of the sum of \$1.00 payable on the date hereof, and the further agreement to diligently remove lime waste from the above described property during the term of this Lease. Lessee shall report to Lessor quarterly the amount of lime waste removed from the above described property.

3. It is further agreed that the lessee shall not assign this Lease or sublet the premises, or any part thereof, without the written consent of the lessor. It is also agreed that upon the failure to comply with the terms and conditions of this Lease by the lessee, then the lessor may declare this Lease at an end and void, and re-enter and take possession of the premises.

4. Lessee shall purchase liability insurance in the amount of \$1,000,000.00 to insure against the risk of injury of persons or personal property, which persons or property are either on the premises or adjacent thereto. A copy of such insurance policy shall be furnished to lessor. Also, it is further agreed that lessee will carry worker's compensation insurance on all employees of lessee to insure against risk of injury to any employees it might have. Proof of such worker's compensation insurance shall also be delivered to lessor. In the event that a third party has employees working on the above described premises, such third party shall carry worker's compensation insurance on all employees of third party to insure against risk of injury to any employees such third party might have. Proof of such worker's compensation insurance shall also be delivered to lessor.

5. It is further agreed that at the end of this Lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the lessor; and lessee shall remove any and all personal property belonging to him or placed by him upon said property from the premises upon such termination of this Lease.

6. Lessor, at lessee's request, may enter upon the leased premises during the term of this Lease and remove scrap metal, concrete and trash.

7. This Lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals the date first above written.

LESSOR:

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

LESSEE:

**NATHAN HONEYCUTT, DBA HONEYCUTT
BACKHOE AND DOZER**

By: _____
NATHAN HONEYCUTT

RESOLUTION NO. 2023-05

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 13TH day of December 2021 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2022 International HX620 SBA 6X4 Chassis
w/G&H Roll-Off Body, Ser. No. 3HTPCAPT6NN406782**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2023, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease 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 Board of City Commissioners 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 Agreement have been fully paid;

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

BE IT RESOLVED;

That the Lease 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 (1991), as amended, for the period commencing on the 1st day of July, 2023, and ending on the 30th day of June, 2024, unless prior to June 30, 2024, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 12TH day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2023.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2023-06

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 27TH day of August 2019 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2018 Freightliner M2106 4-Door Cab & Chassis;
VIN #1FVACXFC5JHJY4638
w/a Brush Hawg AWC-Model Grapple, Bed & Body;
SN #1004254AWC**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2023, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease 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 Board of City Commissioners 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 Agreement have been fully paid;

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

BE IT RESOLVED;

That the Lease 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 (1991), as amended, for the period commencing on the 1st day of July, 2023, and ending on the 30th day of June, 2024, unless prior to June 30, 2024, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 12TH day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2023.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2023-07

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 12TH day of January 2021 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2020 Altec DM47B-AWD Digger Derrick Truck
Serial Number 1FVDCXFC3LHLB9384**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2023, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease 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 Board of City Commissioners 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 Agreement have been fully paid;

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

BE IT RESOLVED;

That the Lease 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 (1991), as amended, for the period commencing on the 1st day of July, 2023, and ending on the 30th day of June, 2024, unless prior to June 30, 2024, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 12TH day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2023.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2023-08

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 15TH day of November 2022 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck,
SN: 3BPD70X4LF105225**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2023, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease 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 Board of City Commissioners 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 Agreement have been fully paid;

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

BE IT RESOLVED;

That the Lease 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 (1991), as amended, for the period commencing on the 1st day of July, 2023, and ending on the 30th day of June, 2024, unless prior to June 30, 2024, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 12TH day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2023.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2023-09

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 15th day of November 2018 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS
the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw;
101 & 103 North Wheeler**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2023, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease 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 Board of City Commissioners 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 Agreement have been fully paid;

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

BE IT RESOLVED;

That the Lease 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 (1991), as amended, for the period commencing on the 1st day of July, 2023, and ending on the 30th day of June, 2024, unless prior to June 30, 2024, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 12TH day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2023.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: City Manager Contract

ITEM TITLE: Discuss and Consider Approval of City Manager Contract for the Period July 1, 2023 to June 30, 2024

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Board of Commissioners

BACKGROUND: This agreement is for the term of July 1, 2023 through June 30, 2024.
There are no changes to the existing contract.

EXHIBITS: 1. 7.1.2023.KS.SallisawCMContract. 2023.2024

KEY ISSUES: None

FUNDING SOURCE: General Fund Budget

RECOMMENDATION: Approval of Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered on this 12th day of June 2023, by and between the **City of Sallisaw, Oklahoma, Sallisaw Municipal Authority, Sallisaw Library Authority, Sallisaw Economic Authority, and the Sallisaw Industrial Finance Authority**, to further the public interest of the community, hereinafter called City, and Herman Keith Skelton, hereinafter called City Manager, both of whom understand as follows:

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the City would employ the City Manager; and

WHEREAS, as an individual, the City Manager has the required education, training and experience in local government management; and

WHEREAS, the City Manager commits to being a member of the International City Management Association (ICMA), and to comply with the ICMA Code of Ethics; and

WHEREAS, the City wishes to employ City Manager under the terms and conditions set forth in this agreement; and

WHEREAS, the City agrees there shall, at all times this Agreement is in effect, be sufficient funds budgeted and appropriated to pay all benefits City Manager may be entitled to receive should this contract be fully performed, either by continued employment or termination;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

AGREEMENT

SECTION 1: TERM

1. This Agreement shall become effective on July 1, 2023 and shall continue through June 30, 2024 unless terminated by the City or City Manager, as provided for in Sections 9 and 10 of this Agreement.
2. This agreement shall be extended for each Fiscal Year hereafter, as approved by both parties, provided that both parties shall agree to extending contract prior to June 30 of each year.

SECTION 2: DUTIES

1. The City of Sallisaw, Oklahoma , and various public trusts created by the City of Sallisaw pursuant to Title 60 of the Oklahoma Statutes, to further the public interest of the community, hereby agree to employ City Manager as City Manager of said City, to perform the functions and duties specified in the City Charter, Code of Ordinances and applicable Oklahoma State Statutes, and to perform other legally permissible and proper

duties and functions as the City Council shall from time-to-time assign, both in regard to the City of Sallisaw and those trusts related to the City.

2. The City Manager shall perform high-level administrative, technical and professional responsibilities in directing and supervising the administration of all departments of city government. The City Manager exercises supervision over all municipal employees, either directly or through subordinate supervisors, and works under broad policy guidance and the direction of the City. Essential responsibilities of the position include, but are not limited to
 - a. As head of the City's management team, manage and supervise all departments, agencies and offices of the city to achieve goals within available resources. Plan and organize workloads and staff assignments, review progress, and direct changes, as needed.
 - b. Oversee personnel practices and provide direction, job performance evaluations, and discipline to subordinates in accordance with established policies.
 - c. Provide leadership and direction in the development of short and long range plans. Gather, interpret and prepare data for studies, reports and recommendations. Coordinate city activities with other departments and agencies as needed.
 - d. Provide professional advice to the City Council and department heads. Make presentations to councils, boards, commissions, civic groups and the general public.
 - e. Communicate official plans, policies and procedures to the City Council, staff and the general public.
 - f. Assure that assigned areas of responsibility perform within budget. Monitor revenues and expenditures to assure sound fiscal control. Advise the City Council of financial conditions and current and future needs of the City.
 - g. Maintain harmony among workers and resolve grievances. Assist subordinates in performing duties, address errors and complaints in a professional and timely manner.
 - h. Appointment and removal of all department heads and employees of the City following the applicable guidelines of the personnel manual and other related policies and laws, except those appointed by City Council or elected as provided in the Charter of the City of Sallisaw.
 - i. Other duties of a similar or related nature as required.

SECTION 3: COMPLIANCE WITH APPLICABLE LAWS, CITY POLICIES AND ETHICS GUIDELINES

1. In performing the duties of the City Manager, City Manager shall faithfully observe and comply with all applicable federal, state, and local laws and local ordinances.
2. City Manager shall abide by all established city policies, unless they conflict with this Agreement, in which case this Agreement shall prevail.
3. If not already a member, City Manager shall become a member of the International City Management Association (ICMA) within two months of the effective date of this agreement and shall abide by the most current version of the ICMA Code of Ethics as adopted by the ICMA. To facilitate the role of City Manager, City Manager shall also become a member of the City Management Association of Oklahoma (CMAO).

SECTION 4: BASE SALARY, HEALTH INSURANCE AND OTHER BENEFITS

1. The City agrees to pay City Manager, for City Manager's services rendered pursuant hereto, an annual base salary of \$130,000.00 for the effective period of this Agreement, except as adjusted by council, and for each year thereafter except as modified as provided herein. Said annual base salary shall be paid on a bi-weekly basis.
2. During the term of this agreement, City Manager shall receive a percentage cost of living pay increase equal to any across the board cost of living increase provided for the general employees of the City. Additionally, the Council shall annually review the salary of the City Manager to determine whether any merit increase should be provided. If the Council approves both a merit increase for the City Manager and a cost-of-living adjustment for all city employees, then City Manager shall only be provided the greater amount of the pay adjustments, not both.
3. Cell Phone Allowance. City agrees to pay City Manager \$100.00 per month for a cell phone allowance.
4. Health Insurance. The City agrees to pay 100% of the cost of health insurance for the City Manager and shall pay 100% of the dependent coverage of the City Manager. Cost of health insurance shall include health, vision, dental and life insurance as provided to other city employees. Additional supplemental policies, as offered to all city employees, shall be paid by the City Manager in full.
5. Vacation Leave. On July 1 of each year, City Manager shall be granted one hundred sixty hours (160) hours of vacation (four weeks). City Manager, if city operations allow, shall use a minimum of eighty (80) hours of vacation between the dates of July 1 and June 30 of the following year. All unused hours of vacation shall carry over to the next fiscal year and may accrue up to a maximum of 480 hours.
6. Longevity. City Manager, being a city employee since September of 1994, shall be eligible for Longevity Pay, as provided for by city policies.

7. Sick Leave. City shall allow City Manager to keep all accrued sick leave currently accrued as an employee of the City of Sallisaw prior to July 1, 2018 and shall allow sick leave to continue to accrue as provided for in the City of Sallisaw personnel policies. Upon resignation for the purpose of normal retirement, payment of sick leave hours shall be provided for as allowed in the City of Sallisaw personnel policies.
8. OMRF Retirement. City Manager shall be allowed to continue in his current OMRF retirement plan, Plan AAA with rule of 80 and 10 year vesting, as adopted and provided by the City of Sallisaw. City Manager shall pay the required percentage as paid by other city employees. City shall pay the required percentage as required to pay for other city employees.
9. City agrees to furnish City Manager a laptop and other items, as needed, to perform his duties as City Manager.
10. City agrees to furnish a city vehicle for City Manager and pay fuel and other related costs. Said vehicle is to be used by the City Manager for business purposes only and De Minimis personal use. It is understood and approved by City that family members may travel with City Manager, in the city vehicle, when City Manager attends business related meetings and conferences in or outside the City of Sallisaw or outside the State of Oklahoma.

SECTION 5: HOURS OF WORK

It is expected that the City Manager will typically work during normal City Hall office hours. However, it is recognized that the City Manager must devote a great deal of time outside those normal office hours on business for the city. Accordingly, City Manager may establish his own work schedule, subject to reasonable direction by City Council. City Manager is not eligible for overtime or paid compensatory hours. City Manager agrees to provide the City Council with timely reports of City Manager's activities on a regular basis

SECTION 6: PROFESSIONAL DEVELOPMENT, DUES AND EXPENSES

1. City agrees to budget and pay the professional dues for the City Manager's membership in the International City Management Association (ICMA) and the City Management Association of Oklahoma (CMAO). City further agrees to pay the professional dues for the City Manager's membership in other municipal-related and civic organizations in which the city deems City Manager's membership to be in the best interest of the city.
2. The city agrees to budget and to pay the actual and necessary travel and attendance expenses of City Manager for professional and official functions to adequately continue the professional development of City Manager. These functions may include, but are not limited to, functions of the Sallisaw Chamber of Commerce, Sallisaw Lions Club, Oklahoma Municipal League (OML), International City Management Association (ICMA), City Management Association of Oklahoma (CMAO), Municipal Electric Systems of Oklahoma (MESO), National League of Cities (NLC), American Public Power Association (APPA), Grand River Dam Authority (GRDA) and other municipal or governmental groups the City of Sallisaw is involved in.
3. When attending functions of professional organizations, City Manager shall notify City of

dates attending. As provided for in the City Charter, City Manager shall name an acting City Manager when attending functions outside the State of Oklahoma.

SECTION 7: PERFORMANCE EVALUATION AND GOALS

City shall annually review the performance of the City Manager and discuss goals for the City. This review shall normally take place during the month of May.

SECTION 8: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the City Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the city and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with City Manager's responsibilities pursuant to this Agreement.

SECTION 9: TERMINATION

The Board of Commissioners may suspend or remove the City Manager at any time by majority vote of all of its members; provided, that the Board of Commissioners shall give the City Manager a written statement of the reason(s) for suspension or removal at least thirty days prior to the effective date of said suspension or removal; and shall upon request, give the City Manager an opportunity for a public hearing thereon, after the expiration of such notice, before suspension or removal.

SECTION 10: SEVERENCE PAY

In the event of termination of City Manager's employment without cause, City Manager shall be paid a severance package as follows:

- a) Severance pay shall be paid in an amount equal to six (6) month's salary (13 pay periods). Severance pay shall be based on the City Manager's current salary rate at the time of termination, said severance to begin immediately after the last day worked.
- b) Severance pay shall be paid as a lump sum payment or in bi-weekly installments, as determined by the City Manager within five (5) days of last day worked.
- c) Unused accrued vacation, as provided in Section 4.5 above, shall be paid City Manager at the current salary rate at the time of termination.
- d) In the event severance pay is paid as a lump sum payment, or bi-weekly amounts, City shall also pay City Manager a lump sum amount equal to six (6) months of COBRA premiums.

SECTION 11: INDEMNIFICATION AND SAVINGS CLAUSE

City shall defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of City Manager's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by City for City Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify City Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such City Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

SECTION 12: BONDING

City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance, and professional liability insurance.

SECTION 13: NOTIFICATIONS

City: City of Sallisaw, PO Box 525, Sallisaw, OK 74955

City Manager: Keith Skelton, 2809 Clydesdale Street, Sallisaw, OK 74955

IN WITNESS WHEREOF, the City of Sallisaw has appropriated funds to satisfy the terms and conditions of this Agreement, the City approves such agreement and authorizes the Mayor and respective Chairmen to execute said Agreement and attested to by the City Clerk and respective Secretaries, and the City Manager has signed and executed this Agreement, which becomes effective commencing on the 1st day of July, 2023.

CITY OF SALLISAW, OKLAHOMA:

CITY MANAGER

By: _____
Ernie Martens, Mayor

Herman Keith Skelton

ATTESTED

Kim Jamison, City Clerk

SALLISAW MUNICIPAL AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Kim Jamison, Secretary

SALLISAW ECONOMIC AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Kim Jamison, Secretary

SALLISAW INDUSTRIAL FINANCE AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Kim Jamison, Secretary

SALLISAW LIBRARY AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Kim Jamison, Secretary

APPROVED AS TO FORM:

John Robert Montgomery, City Attorney

RESOLUTION 2023-10

WHEREAS, it is the responsibility of the Board of Commissioner's of the City of Sallisaw, to ensure the public safety of the citizens of Sallisaw by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Sallisaw, by and through its municipal police department; and

WHEREAS, in order to ensure that preparation of the City of Sallisaw Police Department, a municipal law enforcement agency, will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sallisaw; and

WHEREAS, the City of Sallisaw, has the authority to enter into an agreement under State Statue 74 O.S. 2001, Sections 1003,1004,1005, and 1221 as amended by Section 2 Chapter 485, O.S.L. 2002, of the Oklahoma Interlocal Cooperation Act; and

WHEREAS, the City of Sallisaw has an opportunity to enter into an interlocal mutual aid agreement with Sequoyah County, a political subdivision of the State of Oklahoma, by and through the Office of the Sequoyah County Sheriff, for mutual law enforcement which would serve the public purpose of the citizens of the City; and, the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City, desires to authorize the Chairman of the Board of Commissioners of the City of Sallisaw, Oklahoma, to enter into an interlocal law enforcement mutual aid agreement.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA:

That the Chairman of the Board of Commissioners of the City of Sallisaw, Oklahoma, Ernie Martens, is hereby authorized to enter into an interlocal mutual aid agreement with Sequoyah County, by and through the Office of the Sequoyah County Sheriff, on behalf of the City of Sallisaw, Oklahoma.

ADOPTED THIS 12th day of June, 2023, at a regular meeting of the governing body, in compliance with the Open Meeting Act of the State of Oklahoma.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
SEQUOYAH COUNTY SHERIFF'S DEPARTMENT
AND
CITY OF SALLISAW**

WHEREAS, it is the responsibility of the governments of Sequoyah County, Oklahoma, and the subscribing law enforcement agency, City of Sallisaw, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Sequoyah County Sheriff Department or the subscribing law enforcement agency, City of Sallisaw, by and through its municipal police department; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Sequoyah and the participating municipality, City of Sallisaw; and

WHEREAS, Sequoyah County and the subscribing law enforcement agency, City of Sallisaw, have the authority to enter into an agreement under State Statue 74 O.S. 2001, Sections 1003,1004,1005, and 1221 as amended by Section 2 Chapter 485, O.S.L. 2002, the Oklahoma Interlocal Cooperation Act;

NOW, THEREFORE, BE IT KNOWN that Sequoyah County, a political subdivision of the State of Oklahoma, and the undersigned municipal political subdivision of the State of Oklahoma, City of Sallisaw, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement and/or Interlocal Cooperation Agreement.
2. Joint Administrators: The Sheriff of Sequoyah County, under direction and approval of the Sequoyah County Board of Commissioners, and the Police Chief of the City of Sallisaw, under direction and approval of the City of Sallisaw Board of Commissioners, shall be joint administrators to conduct the undertaking of this Agreement in accordance with the Interlocal Cooperation Act of the State of Oklahoma.
3. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement.
4. Definitions:
 - a. Chief Executive Official: Chairman of the Board of County Commissioners of Sequoyah County, who has the authority to contractually bind the agency and has executed this Agreement, and the Mayor of the participating municipality, City of Sallisaw, upon approval of the governing body of each governmental entity have executed this agreement. Subsequent to the execution by the executive officials, this Agreement shall be filed with the County Clerk of Sequoyah County, and the City Clerk of the respective political subdivision, City of Sallisaw.
 - b. Agency head: Either the Sheriff of the Sequoyah County Sheriff Department, or the Sheriff's designees; and the Chief of Police of the participating municipal law enforcement agency, City of Sallisaw, or the Chief's designees.

- c. Participating law enforcement agency: The police department of the municipality, City of Sallisaw, Sequoyah County, Oklahoma, that has approved and executed this Agreement.
- d. Certified law enforcement employee: Any law enforcement employee certified in the State of Oklahoma (CLEET).

SECTION I. TERMS AND PROCEDURES

1. Operations:

- a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the Sheriff/police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
- b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

2. Powers, Privileges, Immunities, and Costs:

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 74, Oklahoma Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
 - b. Each political subdivision participating will be responsible for their respective employees all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions under the provisions of this Mutual Aid agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 3. The **DEPARTMENT** and **COUNTY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **COUNTY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense

which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

4. Forfeitures: It is recognized that during the course of the operations of this Agreement, property subject to forfeiture, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. The participating agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting, Sheriff or Chief of Police, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct

order of a superior officer of the requesting agency, then such rule regulation policy general order of procedure of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Sheriff and/or the Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Sheriff and/or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. an address where the complaining party can be contacted;
- c. the specific allegation; and;
- d. the identity of the employee(s) accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the requesting agency and the assisting agency for administrative review. Each agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employee(s) of the employing agency violated any such agency's policies or procedures.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or police officer of the participating law enforcement agency, City of Sallisaw, shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of this Mutual Aid Agreement entered into by the participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding law enforcement operations pursuant to the agreement.

The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Active Shooter in Schools in Sequoyah County.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Transportation of evidence requiring security.
10. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
11. Any natural, technological or manmade disaster.
12. Emergency situations in which one agency cannot perform its functional objective.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol.
14. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
15. Terrorist activities including, but not limited to, acts of sabotage.
16. Escapes from or disturbances within detention facilities.

SECTIONS IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Sheriff and Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communication instructions will be included in each request for mutual aid and the Sequoyah County Dispatcher or 911 Dispatch will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating municipal agencies and the Sequoyah County Sheriff Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her

jurisdiction, and provided that, in the context of this Mutual Aid Agreement, “official business outside of his or her jurisdiction” shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of other municipalities which are not participating in this Mutual Aid Agreement, and/or areas in which the Sequoyah County Sheriff Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer, and has to enter the County to arrest offender. However, absent a search warrant concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

Prior to any officer taking enforcement action pursuant to either paragraph a. or b. above, the officer shall notify the designated officer of the jurisdiction in which the action shall be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.

- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from July 1, 2023 through and including June 30, 2024.

SECTION VII. RENEWAL, AMENDMENT AND/OR CANCELLATION

This Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this agreement. Under no circumstances may this

Agreement be renewed, amended, or extended except in writing. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

The City of Sallisaw hereby designates the personnel to participate in this Agreement as designated by the Chief of Police.

Passed and approved by the Board of City Commissioners of the City of Sallisaw, Oklahoma, on the 12th day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

BY: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

TERRY FRANKLIN, Chief of Police

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this 12th day of June, 2023.

JOHN ROBERT MONTGOMERY,
Sallisaw City Attorney

Passed and approved by the Sequoyah County Board of Commissioners on this the ____ day of _____, 2023.

BEAU BURLISON, Chairman,
Board of Commissioners, Sequoyah County,
Oklahoma

ATTEST:

JULIE HAYWOOD, County Clerk
Sequoyah County, Oklahoma

Approved, entered into and executed by the Sheriff of Sequoyah County, on this the ____ day of _____, 2023.

LARRY LANE, Sheriff
Sequoyah County, Oklahoma

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this ____ day of _____, 2023.

JACK THORP, District Attorney
District Attorney, District 27

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF OKLAHOMA, on this ____ day of _____, 2023.

GENTNER DRUMMOND, Attorney General
Attorney General, State of Oklahoma

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: School Resource Officers

ITEM TITLE: Discuss and Consider Approval of Agreement Between the City of Sallisaw and the Independent School District No. I-001 of Sequoyah County, Oklahoma to Provide School Resource Officers for School Year 2023-2024

INITIATOR: City Manager
Sallisaw School Superintendent

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This is a renewal of our current agreement to provide two (2) school resource officers(s) to the Sallisaw School District. The agreement will run from July 1, 2023 through June 30, 2024. Salary adjustments for the officers are based on the budgeted amounts for FY 2024. The school district has agreed to reimburse the city 50% of the cost of the officers.

EXHIBITS: 1. Agreement to Provide SRO

KEY ISSUES: None

FUNDING SOURCE: General Fund, Sallisaw Public School District

RECOMMENDATION: Staff recommends approval of the agreement

AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICER

THIS AGREEMENT made and entered into this 12th day of June 2023, by and between the City of Sallisaw, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. I-001 of Sequoyah County, Oklahoma and a public body corporate and politic hereinafter referred to as the "District".

WHEREAS, it is the joint mission of the City and the District to create a drug and crime free environment, which promotes the learning experience within the District school system; and

WHEREAS, the City has law enforcement professionals who are trained in the areas of drug and crime control; and

WHEREAS, the District has teaching professionals who are capable of promoting student learning; and

WHEREAS, both the District and the City desire for the City to provide two (2) School Resource Officers to the District for the upcoming public school year.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other valuation consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the City and the District as follows:

1. **Term of Agreement and Termination.** The term of this Agreement shall be for a period commencing on July 1, 2023 and ending on June 30, 2024. This Agreement may be terminated by either party by giving thirty (30) days prior written notice.
2. For the term of this Agreement, the City retains the right to temporarily reassign, or to decrease the number of School Resource Officers specified in this Agreement, based on availability of officers to provide required law enforcement activities in the community.
3. For the term of this Agreement, the City of Sallisaw will:
 - a. Provide two (2) School Resource Officers to the District, for each public school day, between the hours of 7:30 a.m. and 3:30 p.m. Campus assignments for each School Resource Officer shall be determined by Sallisaw Chief of Police or their designee.
 - b. Provide a marked police unit and related law enforcement equipment for each School Resource Officer assigned to the District.
 - c. Upon the resignation, dismissal or reassignment of a School Resource Officer, the City shall, as soon as practical dependent upon the availability of officers, provide a qualified and trained replacement.
4. For the term of this Agreement, the District will:
 - a. District agrees to provide a secure office and related furniture, office equipment, radio and computer for the School Resource Officers during times Officers are

assigned. Computer shall have ability to access the computer systems of the Sallisaw Police Department, as well as the School system.

- b. Ensure all criminal violations reported to the school administration and or teachers or counselors are reported immediately to the School Resource Officer without exception. If the School Resource Officer is not available, violations will be reported to the shift Lieutenant, Captain or Chief of Police.
 - c. Agrees to cooperate with the School Resource Officer(s) assigned to work at the District's campuses in the performance of their duties under this Agreement.
 - d. Provide the Sallisaw Police Department and each School Resource Officer a copy of school policy manual.
 - e. Notify the Chief of Police of any issues with a School Resource Officer.
5. **Funding.** The City shall be solely responsible for paying all cost of providing the School Resource Officers assigned to the District's Campuses. To match the City's contribution of providing the School Resource Officers, the District agrees to pay 50% of the total salary and benefit compensation for each officer as matching funds, payments to be made on a quarterly basis. Payments to be addressed to attention of the City of Sallisaw City Clerk. Those calculated amounts and payment due dates are as follows:

		Officer 1	Officer 2	
Annual Salary		\$ 49,102	\$ 42,428	
FICA	7.65%	\$ 3,756	\$ 3,246	
Retirement	13.00%	\$ 6,383	\$ 5,516	
Medical Insurance		\$ 10,827	\$ 10,827	
Workers Comp Ins		\$ 4,419	\$ 3,693	
Christmas		\$ 250	\$ 250	
		\$ 74,738	\$ 65,959	
School District	50%	\$ 37,369	\$ 32,980	\$ 70,348

Payment Due Date		Officer 1	Officer 2	Total
Payment 1	9/1/2023	\$ 9,342	\$ 8,245	\$ 17,587
Payment 2	12/1/2023	\$ 9,342	\$ 8,245	\$ 17,587
Payment 3	3/1/2024	\$ 9,342	\$ 8,245	\$ 17,587
Payment 4	6/1/2024	\$ 9,342	\$ 8,245	\$ 17,587
		\$ 37,369	\$ 32,980	\$ 70,348

6. **Funding Adjustments.**

- a. If, at any time during the term of this Agreement, a School Resource Officer position is vacant, or officer is on approved leave, for more than three (3) consecutive weeks, the matching funds due City shall be adjusted as needed.

- b. If, at any time during the term of this Agreement, the number of School Resource Officers is decreased due to reassignment, the matching funds due City shall be adjusted as needed.
 - c. If the District requests a School Resource Officer work at school events, outside normal school hours, District agrees to reimburse the City for overtime and other related benefit costs incurred by the School Resource Officer. Such overtime costs will be billed to the District as needed.
7. Each School Resource Officer shall have the following duties:
- a. Enforce federal, state and local laws and ordinances.
 - b. Abide by all policies of the Sallisaw Board of Education. The School Resource Officers will consult with and coordinate activities through the School Principal, subject to the officer's obligations to respond to the chain of command of the City of Sallisaw and the Sallisaw Police Department in matters relating to employment and supervision.
 - c. Follow the guidelines of Juvenile Law, school board policy and the operating policies and procedures of the Sallisaw Police Department in regards to investigations, interviews and searches related to juveniles.
 - d. Assist the District in investigating and preventing truancy, including home visitation and student/parent counseling as may be, from time to time, requested by the District.
 - e. Assist the superintendent, principals, faculty, and staff in developing plans and strategies to prevent and or minimize dangerous situations that may occur on school grounds.
 - f. Provide traffic control during arrival and departure of students.
 - g. Participate in school functions during school hours.
 - h. Respond to police calls for service at all school locations in the District.
 - i. Attend Juvenile Court as needed.
 - j. To refrain from functioning as a school disciplinarian, the School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. If witnessed, the School Resource Officer shall report violations of school policy to the appropriate campus Principal.
 - k. Counsel students suspected of engaging in criminal misconduct. This may also be requested by the Principal or by parents of the student.
 - l. Assist other law enforcement agencies and officers with outside investigations concerning students attending the schools of the District.
 - m. Provide short educational presentations, and educational materials, in a classroom setting.
 - n. The School Resource officers shall provide a monthly report of activities to their direct supervisor.

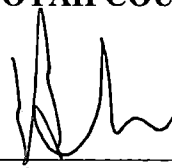
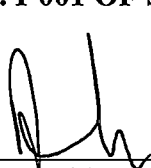
8. **Chain of Command.** As an employee of the City of Sallisaw, Sallisaw School Resource Officers are subject to the sole direction, supervision and control of the City of Sallisaw acting through its Chief of Police, or his designee. In the performance of their duties, the School Resource Officers shall coordinate and communicate with the principal or the principal's designee at the School to which they are assigned. If needed, in times of emergencies or staff shortages, the Chief of Police, or his designee, may order the School Resource Officer(s) to leave their school duty station during normal school hours and perform other services for the City of Sallisaw and its police department.
9. **Qualifications and Training for School Resource Officers.** For the purpose of this Agreement, a School Resource Officer shall be defined as a person who is a sworn law enforcement officer meeting all minimum requirements for such office under the laws of the State of Oklahoma. If time and budget allows, the School Resource Officers shall be given the opportunity to further their school resource training through the National Association of School Resource Officers or other organizations which provide similar training.
10. **Indemnification.** The City agrees to indemnify and hold harmless the District, its officers and employees, from and against any and all claims, suits, or causes of action arising from or related to the actions of the School Resource Officer(s) in the performance of their duties under the provisions of this agreement.
11. **Review of Program.** During the term of this Agreement, the City and the District agree to meet during the month of May to evaluate the School Resource Officer Program and the performance of the School Resource Officer(s).
 - a. It is understood that the District's evaluation of the officer is advisory only and that the City retains final authority to evaluate the performance of their own employees.
 - b. The District may request that a particular School Resource Officer be removed from the program by written request, stating the reasons therefore. The City may attempt to mediate or resolve any problems which may exist between the District and a particular School Resource Officer. If the District's objections cannot be resolved within a reasonable period of time, the City shall remove the School Resource Officer from the program.
12. This Agreement constitutes the full understanding of the parties and may not be modified or amended in any way unless by agreement, in writing, signed by both parties.
13. The District shall allow the School Resource Officer(s) to inspect and copy any public records maintained by the District, including student directory information. School Resource Officer(s) may not inspect or copy confidential student educational records except in an emergency or upon issuance of a search warrant or subpoena to produce records.

14. **Contact.** Any and all notices, or other communications required or permitted to be given under the terms of this Agreement, shall be given to:

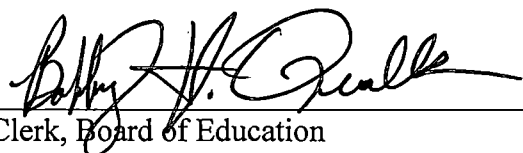
To the District:
Superintendent of Schools
Sallisaw Public Schools
701 South J.T. Stites Blvd.
Sallisaw, OK 74955

To the City:
City Manager
City of Sallisaw
P.O. Box 525
Sallisaw, OK 74955

**INDEPENDENT SCHOOL DISTRICT
NO. I-001 OF SEQUOYAH COUNTY, OKLAHOMA**


By: President, Board of Education Date 5-8-23

Attest:


Clerk, Board of Education Date 5-8-23

CITY OF SALLISAW

Mayor, City of Sallisaw Date

Attest:

City Clerk Date

APPROVED AS TO FORM:

John Robert Montgomery, City Attorney Date

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: Workers' Compensation Insurance

ITEM TITLE: Consider Approval of FY 2023-24 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of \$277,480.00, and Escrow Use Form for Workers' Compensation Insurance Renewal; Approval to use \$50,000.00 of the Escrow Balance

INITIATOR: Cty Manager
City Clerk

STAFF INFORMATION SOURCE: City Manager
City Clerk

BACKGROUND: Our Workers' Comp insurance is provided by the Oklahoma Municipal Assurance Group (OMAG). The annual premium for FY 2023-24 is \$277,480.00, paid quarterly. Staff requests to use \$50,000.00 of the escrow balance for this fiscal year. This will reduce our premium to \$227,480.00.

Our current escrow balance is \$550,140.78.

EXHIBITS: 1. Sallisaw WCV140025607 Invoice 20230601
2. Escrow Use Form (formerly agreement form)

KEY ISSUES: N/A

FUNDING SOURCE: General Fund #010-51105. For FY 2023 we budgeted \$355,749.

RECOMMENDATION: Approval of FY 2023-24 Oklahoma Municipal Assurance Group (OMAG) Invoice in the amount of \$277,480.00.00, and Escrow Use Form for Workers' Compensation Insurance Renewal. Approval to use \$50,000 of the Escrow Balance



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 6/1/2023

INVOICE-Workers' Compensation Aggregate Deductible Plan

Mail To: Sallisaw P.O. Box 525 Sallisaw, OK 74955	Insured: City of Sallisaw Policy No.: WCV140025607 Effective Date: 7/1/2023 Expiration Date: 7/1/2024
--	--

Inst. No.	Date	Transaction Type	Amount
1	7/1/2023	Renewal	\$69,370.00

Est. Annual Premium: 125,073.00 Aggregate Ded. Amt: 125,134.00 OMAG Admin. Fee: 27,273.00 Total Premium: 277,480.00 Total Policy Balance Before Payment: \$277,480.00	Current Amount Due: \$69,370.00 Payment Due By: 7/1/2023
---	---

**Thank you for your business. If you have questions about your account, please
call 1-800-234-9461 or 405-657-1400.**

Detach along the perforation below. Keep top portion for your records.

Return bottom portion with your remittance.

Policy Number: WCV140025607 Insured Name: City of Sallisaw Invoice Number: 14764	Amount Due: \$69,370.00 Payment Due By: 7/1/2023
--	---

PLEASE REMIT PAYMENT TO:

OMAG

P. O. Box 3091

Edmond, OK 73083

2023-2024 Escrow Use Form for City of Sallisaw

This form indicates the Escrow Balance in your account. Any interest that has accrued has been added to the Escrow Balance. Use this form to indicate if escrow is to be applied to premium. If Escrow is being used, please include a copy of board/council minutes with this form.

ESCROW (including any interest credit) \$ 550,140.78

Select and initial the appropriate box below and enter the dollar amount to be applied to premium (if one appears).

 X 1. We will use \$ \$50,000.00 of our Escrow Credit to reduce our 2023-2024 premium for the Workers' Compensation renewal. NOTE: A copy of the board/council minutes is required.

 2. We will not use our Escrow Credit to reduce our 2023-2024 premium for the Workers' Compensation renewal.

If you choose to not use Escrow to reduce your premium, the premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual, and quarterly.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

June 12, 2023

Date

Signature of Authorized Representative

Kim Jamison, City Clerk

Printed Name and Title

NOTE: THIS FORM MUST BE SIGNED AND RETURNED TO OMAG.

RESOLUTION 2023-11

**A RESOLUTION APPROVING RENEWAL OF SALES TAX
AGREEMENT WITH SEQUOYAH COUNTY - CITY OF SALLISAW
HOSPITAL AUTHORITY**

WHEREAS, a Sales Tax Agreement between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer to Sequoyah County - City of Sallisaw Hospital Authority the proceeds of the sales tax levied by the City identified in the Sales Tax Agreement; and

WHEREAS, the Authority and the City desire to renew such Sales Tax Agreement for a successive annual period, commencing July 1, 2023 and ending June 30, 2024.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA,

SECTION 1:

The Sales Tax Agreement, and any assignment thereof, between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer the proceeds of the sales tax levied by the City identified in the Sales Tax Agreement, is hereby approved for a successive annual period, commencing July 1, 2023 and ending June 30, 2024, by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City.

PASSED AND APPROVED THIS 12th day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: FBO Agreement

ITEM TITLE: Discuss and Consider Approval of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport, Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw

INITIATOR: City Manager
Tom Hanning, T3 Aerosports

STAFF INFORMATION SOURCE: City Manager
Tom Hanning

BACKGROUND: This item extends the agreement with Mr. Hanning and T3 Aerosports for providing Fixed Base Operator services for the Sallisaw Municipal Airport. The term of this agreement will be from July 1, 2023 through June 30, 2024. Mr. Hanning has, and continues to, provide excellent FBO services for our airport. His experience and knowledge has been instrumental in the increased activity the airport has seen.

EXHIBITS: 1. 7.1.2023.FBO.T3Aerosports.final

KEY ISSUES: For services provided, Mr. Hanning will be compensated in monthly installments of \$6,250.00 per month (\$75,000 annually) over the next year.

FUNDING SOURCE: FY 2024 Budget, General Fund

RECOMMENDATION: Staff recommends approval of the agreement.

AGREEMENT

This Fixed Base Operator Agreement and Lease made and entered into this 12th day of June, 2023, by and between the **City of Sallisaw, Oklahoma**, an Oklahoma Municipal Corporation (hereinafter referred to as “**City**”) and **Thomas Haning, d/b/a T3Aerosports, LLC**, (hereinafter referred to as “**FBO**”), both sometimes referred to collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, the City of Sallisaw, Oklahoma is the owner, co-sponsor and lessee of the Sallisaw Municipal Airport (Facility); and

WHEREAS, the City desires to engage **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator (FBO) of the Facility to manage and operate the Facility, on behalf of and for the benefit of the City, and to provide aeronautical services convenient for the operation of an airport; and,

WHEREAS, **Thomas Haning, d/b/a T3Aerosports, LLC**, is company with experience in airport operations, and desires to accept such engagement, pursuant to the terms and conditions contained herein;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

1. The Board of City Commissioners shall be the approving authority of this Agreement.
2. For the City, the City Manager shall be recognized as the Airport Manager.
3. **Ownership of Facility.** The City shall retain ownership of the Facility at all times, including, but not limited to real estate, technical equipment, furniture, signs, fixtures, and similar property, including improvements made during the Term of this Agreement, excluding items owned by the FBO. Any data, equipment or materials furnished by the City to FBO shall remain the property of the City and shall be returned to the City when it is no longer needed or upon termination or expiration of this Agreement.
4. **Term of Agreement.** The term of this agreement shall be from the **1st day of July 2023** (Effective Date), through the **30th day of June, 2024** (the “Term Date”).
5. **Additional Consecutive Terms.** Prior to June 30 of each calendar year, the City, upon approval of the Board of City Commissioners, and the FBO, may mutually agree to extend this Agreement for a period of one additional year.
6. **Engagement and Scope of Services.** The City hereby engages **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator, or “FBO” of the Facility to perform certain aeronautical operations and services for the benefit of the residents of the City and airport users. FBO accepts such engagement pursuant to the terms and conditions set forth herein. The scope of this Engagement includes, but is not limited to:
 - a. For services provided to the City, and specified in this agreement, **FBO shall be paid in monthly installments of six thousand two hundred and fifty dollars (\$6,250.00) per month,** for each month this Agreement is in effect. Payment

request shall be processed by the City on the first working day of each month, with check issued within 10 working days.

- b. For the term of this agreement, FBO is granted authority to supervise and oversee any and all aeronautical activities at Facility, including both flight and ground activities. FBO shall also enforce the Facility rules and regulations pertaining thereto now or hereafter adopted by the City, the State of Oklahoma, or the United States of America.
 - c. FBO shall provide the necessary aeronautical personnel and services to properly conduct, operate, and supervise the Facility on a daily basis.
 - d. FBO shall use reasonable and due care in the protection and preservation of the Facility and will maintain the buildings, equipment and other property of City in a proper state of repair, less normal wear and tear.
 - e. FBO shall provide adequate insurance as described in Section 11 of this agreement.
 - f. FBO shall be familiar with and enforce the requirements of the Sallisaw Code of City Ordinances, Chapter 14, Aviation.
 - g. FBO shall be available to provide FBO related airport services at the airport seven (7) days per week. During the seven (7) day week, the FBO, or a representative of the FBO, shall be available at the airport a minimum of six (6) days per week, a minimum of six (6) hours per day, less City approved holidays. At all other times, the FBO, or their representative, shall be subject to on-call status. All services provided by the FBO shall be provided by the FBO, or a properly trained employee of the FBO. If the FBO, or a representative of the FBO, is not available to provide services at any time, FBO shall post a notice showing contact information of the FBO. FBO shall notify the Airport Manager, or his designee, any time these services are not available for more than 24 hours, excluding Sundays.
 - h. All personnel hired or engaged by the FBO shall be employees, agents, or independent contractors of the FBO, and not of the City. FBO shall select in its sole discretion, the number, function, qualifications, and compensation, including compensation and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. FBO will also be solely responsible for the discipline, up to and including termination, of such employees. FBO agrees to use reasonable and prudent judgement in the selection and supervision of such personnel.
7. **Grant of Lease and Description of the Leased Premises.** The City does hereby lease to FBO, and FBO hereby leases from the City, the following land, buildings and improvements located on the property of the Sallisaw Municipal Airport.
- a. Maintenance Hangar.
 - i. City does hereby lease, and allow FBO to have use of, the hangar identified as the "Maintenance Hangar". FBO shall be responsible for payment of telephone and electric bills of the Maintenance Hangar. FBO will not dispose of, or allow disposal, of any oil, fuel, metal or other products on Facility property, but shall be responsible for the proper disposal of said

materials in compliance with the Sallisaw Code of Ordinances Section 38, Article IV and other local, State or Federal regulations.

- ii. If FBO obtains a permit through the City, the FBO shall be allowed to provide aircraft maintenance and other aeronautical type services in the City owned maintenance hangar and keep all revenues generated by said services.
- iii. In absence of additional hangar space, the Maintenance Hangar may be used for aircraft storage, and FBO may charge a storage fee for the aircraft, not to exceed \$ 350.00 per month, per aircraft. FBO shall retain all storage fees from storage of aircraft in the Maintenance Hangar. At no time shall storage of aircraft take up the entire space of the maintenance hangar in that it interferes with maintenance of aircraft.
- iv. At the end of each month, FBO shall provide the Airport Manager a detailed listing of aircraft stored in the Maintenance Hangar, their owners, their tail ID numbers and the amounts FBO has generated in storage revenue.
- v. Maintenance Hangar facility shall be kept clean and presentable at all times, and free of clutter. Spare parts and tools shall be kept organized, no junk parts shall be kept in the maintenance hangar. Maintenance Hangar shall not be used to store planes considered non-operational for periods exceeding two months.

b. Terminal Building.

- i. City does hereby lease, and allow FBO to have use of, the building identified as the "Facility Terminal Building."
- ii. FBO shall be responsible for the upkeep and daily cleaning of building. FBO shall keep restrooms clean, all floors mopped or swept, clean all furniture, clean all windows, keep office area orderly and free of clutter. If plants are kept, they shall be kept fresh. Daily housekeeping is required to present a clean professional appearance.
- iii. FBO shall maintain a flight planning area with all appropriate material needed by pilots, including access to a telephone.
- iv. FBO may install vending machines in the Facility Terminal Building and keep proceeds from the vending machines. If installed, vending machines must be kept in working order and stocked with fresh items.
- v. No animals shall be kept in the terminal building.

- 8. **Commission Approval and Appropriation Required.** This Agreement and any future Agreements are subject to approval by the Sallisaw Board of City Commissioners and available funding being appropriated by the Board of City Commissioners. Amendments to the Agreement must also be approved by the Board of City Commissioners.
- 9. **Termination of Agreement.** During the term of this Agreement, either party to this Agreement may terminate this Agreement for any reason by providing ninety (90) day notice, in writing, to either party, at addresses specified in Section 18. If terminated,

Agreement shall terminate on the last day of any calendar month that surpasses the ninety (90) day notice. Such termination shall be without future obligations, liabilities, or penalties to FBO or City, except for amounts due up to the time of termination for the services performed and products delivered.

10. **Yearly Evaluation of the FBO.** The FBO shall be evaluated on a yearly basis by the Airport Advisory Board and the Airport Manager. Evaluations shall take place during the month of February. Evaluations shall be provided to the Board of City Commissioners and the FBO upon completion.
11. **FBO Required Insurance Coverage.**
 - a. FBO shall provide \$1,000,000 worth of liability coverage naming City and FBO as the insured, which shall cover liability for the maintenance hangar operations, and said copy of said insurance shall be kept on file with City, with this agreement and all renewals thereof.
 - b. FBO shall maintain products liability insurance in the amount of \$1,000,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
 - c. FBO shall maintain hangar's keeper's insurance in the amount of \$500,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
12. **Aeronautical Related Services Provided by the FBO.**
 - a. As required by 49 U.S. Code § 47107(a)(4), the FBO shall be granted a non-exclusive right to provide aeronautical services at the Airport Facility.
 - b. If required by the City, FBO shall obtain a City Permit for any maintenance, flight school, or other aeronautical services, provided at the Airport Facility, as provided for in Chapter 14 of the Sallisaw Code of Ordinances, Section 14-82.
 - c. If FBO is permitted to provide any aeronautical services at the Airport Facility, FBO shall be allowed to keep all fees paid to FBO for such services permitted for, unless otherwise addressed in this agreement.
13. **FBO Management of the Facility.** While this agreement is in effect, the FBO shall:
 - a. FBO is required to post FBO contact information on the entrance to the Facility terminal building. Contact information shall include FBO name, FBO landline telephone and/or FBO mobile cellular phone, email address, emergency phone line of the Sallisaw Police Department and 911. If FBO is requested to perform services after normal business hours, FBO may charge customer a reasonable fee for services. FBO shall retain all fees.
 - b. FBO shall maintain a cell phone number for airport use, allowing 24-hour contact. The cell phone number shall be visibly posted to where customers of the airport can view the number and contact the FBO as needed. FBO shall furnish this number to the Airport Manager, City, Police Department and Fire Department. A secondary contact number shall also be posted.

- c. If FBO is unable to provide airframe and engine repair services for aircraft, FBO shall arrange for a qualified mechanic to be on site within four (4) hours after a request for maintenance is made if request is made Monday thru Friday during normal working hours. Requests made on Saturday, Sunday or during holidays are subject to service and parts availability.
- d. FBO shall operate the facility in a responsible and efficient manner and in the best interest of the City and the citizens of Sallisaw.
- e. FBO shall provide oil, grease and other needs of aircraft, including assistance in fueling aircraft as needed. FBO may charge a reasonable fee for materials only. FBO shall retain all fees.
- f. FBO shall provide overnight hangar storage, if hangar space is available.
- g. FBO shall allow users of the Facility to use the airport terminal building.
- h. FBO shall create and maintain a current roster of planes based at the airport. This roster shall be provided to the Airport Advisory Board and the Airport Manager on a monthly basis.
- i. FBO shall serve as a liaison between the Airport tenants and the Airport Manager.
- j. FBO shall monitor airfield systems and navigational aids and report outages to the Airport Manager or his designee.
- k. FBO shall be responsible for all housekeeping and janitorial needs of the terminal building, maintenance hangar, and outside areas of the buildings.
- l. FBO shall not alter, change or modify any existing building or feature of the Facility without approval of Airport Manager.
- m. FBO shall work with the Airport Manager, other city staff, engineers and consultants on airport improvements.
- n. A representative of the FBO shall attend all meetings of the Airport Advisory Board. If FBO is unable to attend, FBO shall notify the Chairman of the Airport Advisory Board prior to scheduled meeting.
- o. FBO shall report all accidents, or damage to Facility property, to the Airport Manager within 24-hours.
- p. FBO shall prepare a schedule of fees charged by the FBO. The fee schedule shall include all fees allowed in this Agreement. This fee schedule shall be provided to the Airport Manager on a monthly basis. This schedule may be submitted with the monthly operating report.
- q. FBO shall prepare a monthly operating report and submit to the Airport Manager and the Airport Advisory Board. Report, at minimum, shall include:
 - i. Fuel sales.
 - ii. Number of flight operations, landings and takeoffs.
 - iii. Number of uses of courtesy car.
 - iv. Number of aircraft parked on apron.

- v. Roster of current aircraft based at the Facility. Roster to include aircraft type, tail ID numbers and owner information.
- vi. Suggestions from visitors and complaints received.
- vii. List of improvements or repairs made or needed.
- r. FBO shall file required reports and statistics with appropriate aeronautical agencies as needed, with copies provided to the City. FBO shall also assist City in any required filing of reports or statistics.
- s. At expense of FBO, FBO shall advertise the Facility in at least one (1) aviation trade publication. FBO may request reimbursement for advertising expense for up to two (2) publications. Request for reimbursement shall be made through the Airport Manager with supporting documentation.
- t. FBO shall actively strive to promote the Sallisaw Municipal Airport and recruit aircraft owners to utilize the Facility and its services.
- u. Upon request of the City, FBO shall make available profit and loss statements of the FBO related to operations of the Airport Facility.
- v. With coordination from the City, FBO shall assist in scheduling airport events to market the airport. FBO may request reimbursement of expenses related to events, provided those expenses have been approved prior to the expending of funds.

14. Fuel Facility and Sale of Fuel

- a. The City shall be responsible for the maintenance of the fuel (AVL, jet fuel, or other) facility(s) at the airport.
- b. The City shall be responsible for the purchase of fuel for the fuel storage tanks. All fuel shall be stored and dispensed via approved fuel facilities.
- c. The City shall maintain the fuel pump(s) and credit card system attached to the fuel storage tanks.
- d. City shall set the fuel cost per gallon for resell and shall receive all revenues associated with fuel sales at the Facility.
- e. FBO shall monitor fuel levels and notify City of need to order additional fuel. FBO shall also notify City of any issues or needs of the fuel facilities.
- f. FBO, if required, shall obtain proper training and certification to inspect and operate the fuel facilities of the Airport. In addition, FBO shall ensure all personnel are certified and trained to operate the fuel facilities. Also, if required, FBO shall maintain appropriate logs related to the inspection of the fuel facilities and shall provide these logs for inspection by City personnel or regulatory agencies.
- g. FBO shall assist customers with fueling tasks during normal business hours and after normal business hours as needed.

15. Maintaining the Facility.

- a. FBO shall monitor all aspects of the Airport Facility and operations of the airport. As needed, FBO shall notify City, via email or written work order request, when repairs and or maintenance is required at the Facility. Once notified, City shall attempt to remedy the reported issues as soon as practically possible. Notifications to the City shall be through the Airport Manager or his designee.
- b. The City agrees to provide maintenance services for the Facility as follows:
 - i. Mowing, sanitation services, maintenance services for facility buildings and equipment.
 - ii. Maintenance of fuel tanks and related pump and credit card machinery.
 - iii. Maintenance of electronic computer or other electronic equipment owned by the City.
 - iv. Maintenance of Unicom and other radio and weather systems.
 - v. Maintenance of taxiways, aprons, runway, parking lots, navigation lights, navigation beacons.
 - vi. Maintenance of other parts of Facility as needed, as controlled by the City.

16. Fees Associated with Airport Runway, Taxiway, Aprons

- a. There shall be no landing fees charged for use of Facility.
- b. FBO may charge a monthly fee for aircraft which are tied down or parked on the Apron of the Facility. Such revenue for tie down or parking services may be retained by FBO. FBO shall post a schedule of fees easily seen by users of the Facility. Fees for tie down services shall be:
 - i. Aircraft utilizing tie down straps and anchors, a minimum of \$2.00 per day for single or twin engine aircraft, not to exceed \$25.00 per day.
 - ii. FBO shall provide appropriate tie down straps, in a sufficient quantity, to be utilized by airport customers.
 - iii. FBO shall be responsible for the collection of tie down or parking fees.
- c. Overnight Hangar Storage. If hangar space is available, FBO shall provide overnight hangar storage for transient aircraft and shall be allowed to charge a minimum fee of \$25.00 per night. FBO shall retain all overnight storage fees.

17. Other Requirements of the City.

- a. City shall maintain general liability insurance for the Facility.
- b. City shall maintain building insurance on all City owned buildings at the Facility. FBO may purchase content insurance to cover items owned by the FBO.
- c. City shall provide general janitorial supplies and light bulbs for the terminal building. FBO shall be responsible for the security of these items at the Facility.
- d. City shall provide suitable furniture for the terminal building. FBO shall ensure furniture is cared for and maintained.

- e. City shall furnish a courtesy vehicle(s) for use by pilots or crew members utilizing the Facility.
18. **Notices.** Whenever notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall wither be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:
- | | |
|-------------------------|-----------------------|
| <u>If to the City:</u> | <u>If to the FBO:</u> |
| City of Sallisaw | Tom Haning |
| Attention: City Manager | T3Aerosports, LLC |
| P.O. Box 525 | P.O. Box 1044 |
| Sallisaw, OK 74955 | Vian, OK 74962 |
19. **Choice of Law.** This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
20. **Indemnification and Hold Harmless.** FBO shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of the FBO, its employees and agents, under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by FBO and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- City will defend, hold harmless, and indemnity, to the extent required by the Governmental Tort Claims Act, FBO, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or failure to perform obligations under this agreement.
21. **Relationship of Parties.** FBO enters into this Agreement, and shall continue to be, an independent contractor. All services shall be performed only by the FBO and FBO employees. Under no circumstances shall FBO, or any of the FBO's employees, be entitled to any City benefits, including without limitation worker's compensation, disability insurance, vacation or sick pay. FBO shall be responsible for providing, at their own expense, and in their name, unemployment, disability, workers compensation and other insurance.
22. **Severability.** If any one or more of the sections, sentences, clauses, or parts of this Agreement should be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
23. **Governmental Tort Claims Act.** By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act of the State of Oklahoma, do not waive sovereign immunity, any defenses, or any limitations of liability as may be

provided for by law. No provision of this Agreement modifies and /or waives any provision of the Local Governmental Tort Claims Act.

24. **Good Faith and Best Efforts.** City and FBO agree to perform their respective obligations under this Agreement in good faith and to use their respective best efforts to ensure that each obligation is performed in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th day of June, 2023.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Kim Jamison, City Clerk

Approved as to form:

John Robert Montgomery, City Attorney

**FBO Agreement between
City of Sallisaw and Thomas Haning, d/b/a T3Aerosports, LLC**

Date: _____

FBO
Name

Signature

Printed Name and Title

FBO'S ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF SEQUOYAH)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written.

_____, Notary Public

My commission expires: _____ Commission #: _____

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: Brushy Lake Camp Host

ITEM TITLE: Discuss and Consider Approval of Agreement for Brushy Lake Camp Host, Between the City of Sallisaw and Lahoma Jones, For the Period of July 1, 2023 to June 30, 2024.

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Mrs. Jones is the current camp host at Brushy Lake. The current agreement ends on June 30, 2023. Our relationship with Mrs. Jones and her husband acting as our camp host has worked very well. They have done an excellent job keeping the park clean and taking care of the campers. They have developed a relationship with many campers, many who say they will use the park again, and also throughout the winter.

EXHIBITS: 1. 6.12.2023.Camphost Agreement.Sallisaw

KEY ISSUES:

- With the camp host staying throughout the winter, we will ensure the park will remain clean and will be notified of any maintenance issues that need repair.
- This agreement will increase the monthly compensation from \$650.00, to \$725.00 per month. The total yearly compensation is \$8,700.00, an increase of \$900.00 per year.
- For this renewal, we have added that the camp host would assist in mowing of the facility.

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of the agreement.

**AGREEMENT
BRUSHY LAKE CAMP HOST**

This Agreement made and entered into this 12th day of June, 2023, by and between the **City of Sallisaw**, hereinafter referred to as the **CITY**, and **LaHoma Jones, 1100 Fullbright Road #5, Sallisaw, OK 74955**, hereinafter referred to as **HOST**.

TERMS AND CONDITIONS

WHEREAS, Brushy Lake Park is owned and operated by the City of Sallisaw for public use and Brushy Lake access, and;

WHEREAS, the **CITY** of Sallisaw wishes to contract with a Camp Host, to assist with upkeep of the park and provide services to all users of the park.

NOW THEREFORE, in consideration of the mutual promise, covenants and conditions herein stated the parties have agreed and do hereby agree as follows:

SECTION 1. TERM, RENEWAL AND COMPENSATION

1. **CITY** hereby contracts with **HOST** to act as Camp Host for Brushy Lake Park for the period of July 1, 2023 (Effective Date), through June 30, 2024 (Ending Date).
2. At any time, this agreement may be terminated prior to the **Ending Date** by either party upon a thirty (30) day notification to either party.
3. Although the **CITY** may approach the **HOST** about extending this Agreement, nothing in this agreement shall constitute a requirement of the **CITY** to renew the agreement after the **Ending Date** noted above.
4. To perform the duties hereinafter described, the **HOST** shall be paid seven hundred twenty five dollars (\$725.00) monthly. Payment shall be processed on or before the last day of each month. Being a contractor, **CITY** shall not withhold taxes from pay and shall issue the **HOST** a 1099 form at the end of the calendar year. **HOST** shall be required to complete a W9 Form.

SECTION 2. GENERAL CONDITIONS AND HOST RESPONSIBILITIES

1. **HOST** is required to provide their own recreational vehicle(RV) or camping trailer, which shall be placed on a designated site chosen by **CITY**. Camping trailer shall be presentable. The **CITY** reserves the right to reject the recreational vehicle or camping trailer.
2. **HOST** must provide cell phone contact number to the **CITY**. In addition, **HOST** must monitor email address provided by the **CITY**.
3. **HOST** shall notify **CITY** when they will be away from the park for more than 24 continuous hours, with beginning date and time and return date and time.
4. While performing the duties of Camp Host, **HOST** is expected to perform the following tasks:
 - a. Represent the **CITY**, greet and treat park users in a friendly professional manner.
 - b. Assist campers with camp site selection and answer all general questions regarding the park and park rules.
 - c. Enforce and address violation of park rules in a professional manner. If required, the **HOST** shall notify law enforcement of any issues.
 - d. **HOST** is expected to maintain their camp site in an orderly fashion and shall not accumulate trash or junk around the site.
 - e. Ensure campers have paid for camp spaces as required by **CITY** policy.
 - f. Daily trash pickup of the park area.
 - g. Emptying trash cans as needed. Trash bags shall be taken to a designated area. Ensure all trash is properly bagged and secure.
 - h. Clean restroom and shower facilities as needed, but at minimum, once each day. Replenish facilities with needed supplies.
 - i. Inspect the park areas daily for any issues. Perform minor maintenance within the park if within the abilities of the **HOST**.
 - j. Notify **CITY** of needed repairs and/or issues at the park.
 - k. Assist in mowing of grass at the park.

- l. Occasionally, schedule activities for campers utilizing the park.
 - m. Maintain a cell phone, check email address provided by the **CITY**, and respond as needed, on a daily basis.
5. Time Commitment. Although the **HOST** shall be available at any time during the term of this AGREEMENT, **HOST** shall commit a minimum of four (4) hours daily for the required tasks noted above.

SECTION 3. CITY RESPONSIBILITIES

1. Provide a designated camp site with electric and water connections.
2. Provide **HOST** with a golf cart or ATV for use inside the park area.
3. Provide **HOST** with a contact person with the city. During the term of this Agreement, the **HOST** shall report to the city Parks Superintendent.
4. Provide needed maintenance at the park, including mowing and trimming tasks.
5. Provide trash pickup as needed.
6. Provide additional trash bags, toilet paper and other supplies for the park as needed.
7. Provide **HOST** with a city email address to use while serving as **HOST**.
8. Respond to questions of the **HOST**.
9. Provide other needed services outside the scope of the **HOST**.
10. Handle all money from the payment Kiosk.

SECTION 4. FORCE MAJEURE

Neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities.

SECTION 5. NOTICES

1. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses.
2. Notice to **HOST**: LaHoma Jones, 1100 Fullbright Road #5, Sallisaw, OK 74955.
3. Notice to **CITY**: City of Sallisaw, City Manger, P.O. Box 525, 115 East Choctaw, Sallisaw, OK 74955.

SECTION 6. GOVERNING LAW

This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Oklahoma, without regard to its choice-of-law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the Parties.

CITY OF SALLISAW

HOST

Keith Skelton, City Manager

Host Name: LaHoma Jones

(Seal)

ATTEST:

Kim Jamison, City Clerk

Approved as to form: _____

John Robert Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 403 North Hickory St is a Public Nuisance; Case No. 05-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

INITIATOR: Code Inspector

STAFF INFORMATION SOURCE: Code Inspector

BACKGROUND: The structure was damaged in a fire on March 24, 2023, and was a total loss. There are safety concerns with the structure due to the lack of structural integrity. It is Building Development's opinion that the structure is beyond repair and should be removed. Contact was made with the property owners, Ronnie and Kimberly Bush, on April 17th. They advised that they were waiting on the insurance and would demo as soon as possible.

** This was presented at the May 8th meeting and Mr. and Mrs. Bush were granted until June 12th to resolve.

EXHIBITS:

1. 403 n hickory letter
2. 403 N HICKORY PICTS
3. 403 N Hickory Deed

KEY ISSUES: The structure is burned and in a state of disrepair. It is a hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Declare Case No. 05-23-2C a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
11O.S. 22-112**

**TO: Ronnie Bush and Kimberly Bush
P.O. Box 174
Marble City, Ok 74945**

Case #05-23-2c

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

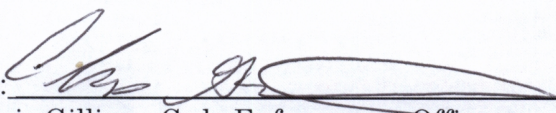
Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on May 8th, 2023, in the Sallisaw Municipal Complex for the following described real property:

403 N. HICKORY, SALLISAW, OKLAHOMA 74955

Legal Description: E/2 OF LOT 1 AND THE E/2 OF LOT 2 IN BLOCK 107 IN THE BRUTON ADDITION TO THE CITY OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA.

This notice issued, posted and mailed on 14 April 2023.

By: 
Chris Gilliam, Code Enforcement Officer

CITY OF SALLISAW

PO BOX 525

SALLISAW, OK 74955

Cc:

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**



Less than \$100

1-2018-008085 Book 1480 Pg: 532
12/18/2018 11:17 am Pg 0532-0532
Fee: \$ 13.00 Doc: \$ 0.00
Julie Haywood - Sequoyah County Clerk
State of Oklahoma

QUITCLAIM DEED

THIS DEED made the 27th day of November, 2018, among **Kenneth Short and Sue Short, Husband and Wife** (the "Grantor"), and **Ronnie Bush and Kimberly Bush** ("Grantee"), as joint tenants with rights of survivorship.

The Grantor, in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid, the receipt of which is acknowledged, do quitclaim, grant, bargain, sell and convey unto the Grantee as joint tenants, and not as tenants in common, with right of survivorship, on the death of one, the survivor to take the entire fee simple title, the heirs, successors, and assigns of the survivor, the following described real estate situated in the County of Sequoyah, State of Oklahoma:

E/2 of Lot 1 and the E/2 of Lot 2 in Block 107 in the Bruton Addition to the City of Sallisaw, Sequoyah County, Oklahoma

Together with all the improvements thereon and appurtenances on the premises.

Mail Tax Statements to:

Ronnie Bush 403 N Hickory
Kimberly Bush Sallisaw, OK 74455

TO HAVE AND TO HOLD the described premises to the Grantee as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs, successors, and assigns of the survivor.

Signed and delivered on the day and year written above.

Kenneth Short
KENNETH SHORT

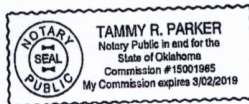
Sue Short
SUE SHORT

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF LeFlore) ss

This instrument was acknowledged before me on this 27th day of November, 2018 by **Kenneth Short and Sue Short, Husband and Wife**

(Seal)



Tammy R. Parker
Notary Public

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: Rezone of Redbird Smith Estates Block 1 Lots 1-4 and Block 2 Lots 1-4.

ITEM TITLE: Discuss and Consider Planning Commission Case No. PC 2023-002; Rezoning from Residence District (R-1) to Residence District (R-2) by Housing Authority of the Cherokee Nation of Oklahoma; and Ordinance 2023-06 with Emergency Clause

INITIATOR: Wallace Design Collective

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Wallace Design Collective, agent for Housing Authority of the Cherokee Nation of Oklahoma, is requesting to rezone Block 1, Lots 1-4 and Block 2, Lots 1-4 of Redbird Smith Estates from One-Family Residence District (R-1) to Residence District (R-2). The property is located at 206 JT Stites St. The intent is to build multi-family dwellings. The Planning Commission reviewed this item at their June 6th meeting and recommended approval.

EXHIBITS:

1. 2023.06.Rezoning Request.Cherokee Nation
2. PC2023-002 App
3. pc2023-002 PUB MAP NEW
4. Notice of Hearing - Case No. PC 2023-002

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval of rezoning from R-1 to R-2 and Ordinance 2023-06.
2. Emergency clause.

ORDINANCE NO. 2023-06

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA:**

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

Lots 1-4, Block 1 and Lots 1-4, Block 2, Redbird Smith Estates, a subdivision being part of the S½ of Government Lot 5 in Section 6, Township 11 North, Range 24 East of the I.B. & M., City of Sallisaw, Sequoyah County, Oklahoma;

be and the same is hereby changed from R-1 to R-2 District, which is owned by The Housing Authority of the Cherokee Nation of Oklahoma.

SECTION 2.

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

APPROVED this 12th day of June, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

CASE # _____

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District

Residential District (R-2) Specifically for lots
1-4, Block 1 and lots 1-4, Block 2 Redbird
Smith Estates

General Location 206 JT Styles St.
(Street Address)

Present Use of Property Vacant

Proposed Use of Property Residential 2 family

Record Owner of Property Housing Authority of the Cherokee Nation

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☐ agent for, ☒ other Consultant

Are there any Private or Deed Restrictions controlling the use of this property? Covenants

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Karl A. Fritsch Address 123 N. MLK Blvd.
Phone 918. 584. 5858 Tulsa, OK 74103

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date _____

Application No.: _____ Requested: _____

Fee Receipt: _____ P.C Date: _____

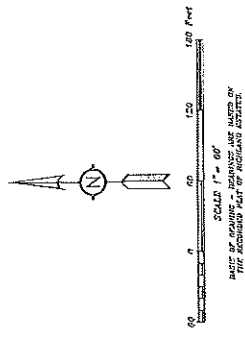
City Council: _____

Date: _____

Ordinance No.: _____

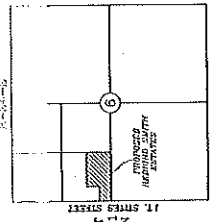
REDBIRD SMITH ESTATES

A SUBDIVISION BEING A PART OF THE S/2 OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 11 NORTH, RANGE 24 EAST OF THE 1.B. & M. CITY OF SALLISAW SEQUOYAH COUNTY, OKLAHOMA.



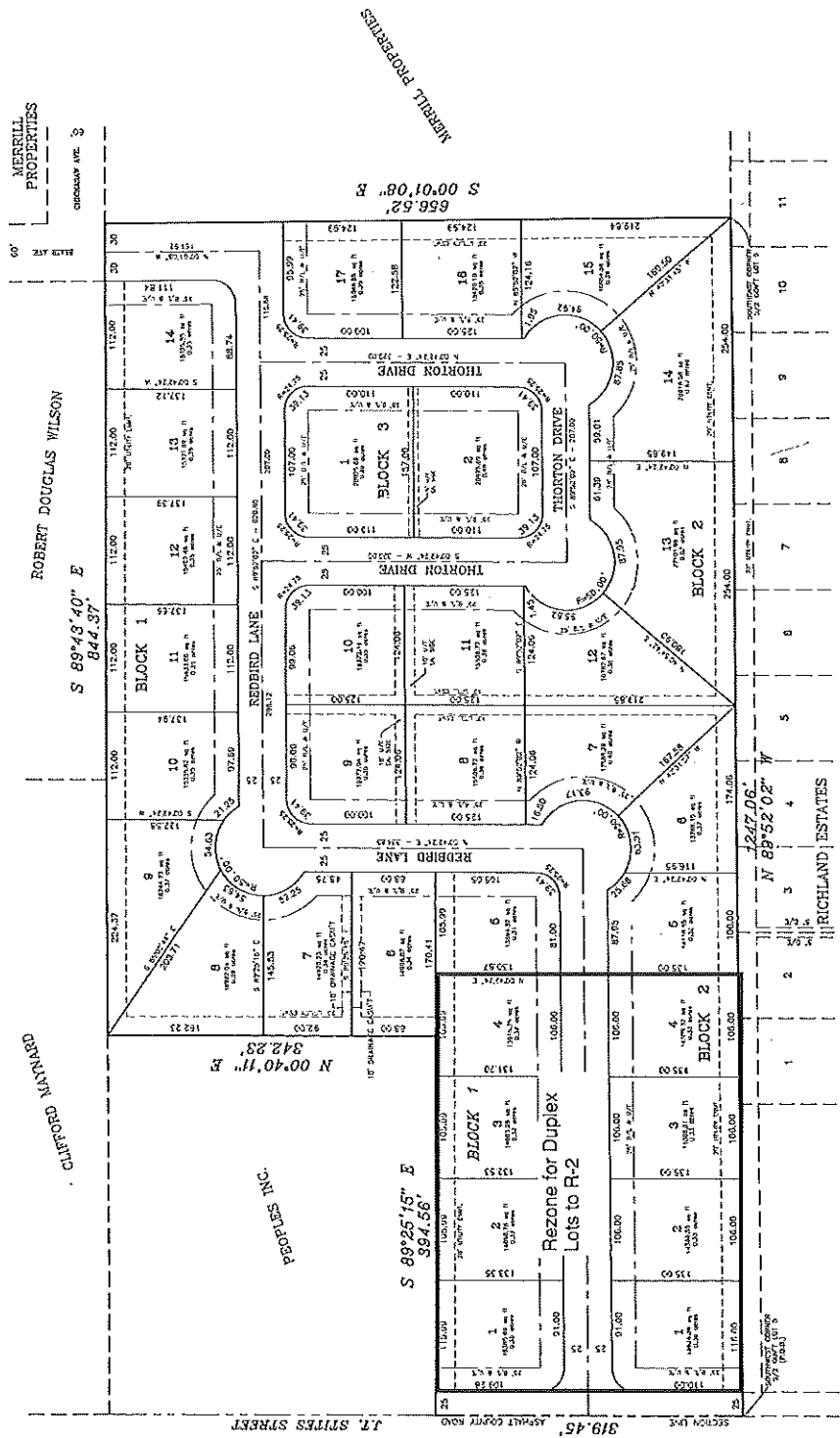
OWNER:
ROBERT DOUGLAS WILSON
Housing Authority of the
Cherokee Nation of Oklahoma
 P.O. Box 1007, Tahlequah, OK 74465
 Tel: (918) 458-5482

SURVEYOR/ENGINEER
SCOTT & ASSOCIATES, INC.
Land Surveyors & Engineers
 CA. #1041 (PLS. PE) Exp. 6/30/03
 901-B Callahan Street
 Muskogee, OK 74403
 Tel: (918) 682-7577



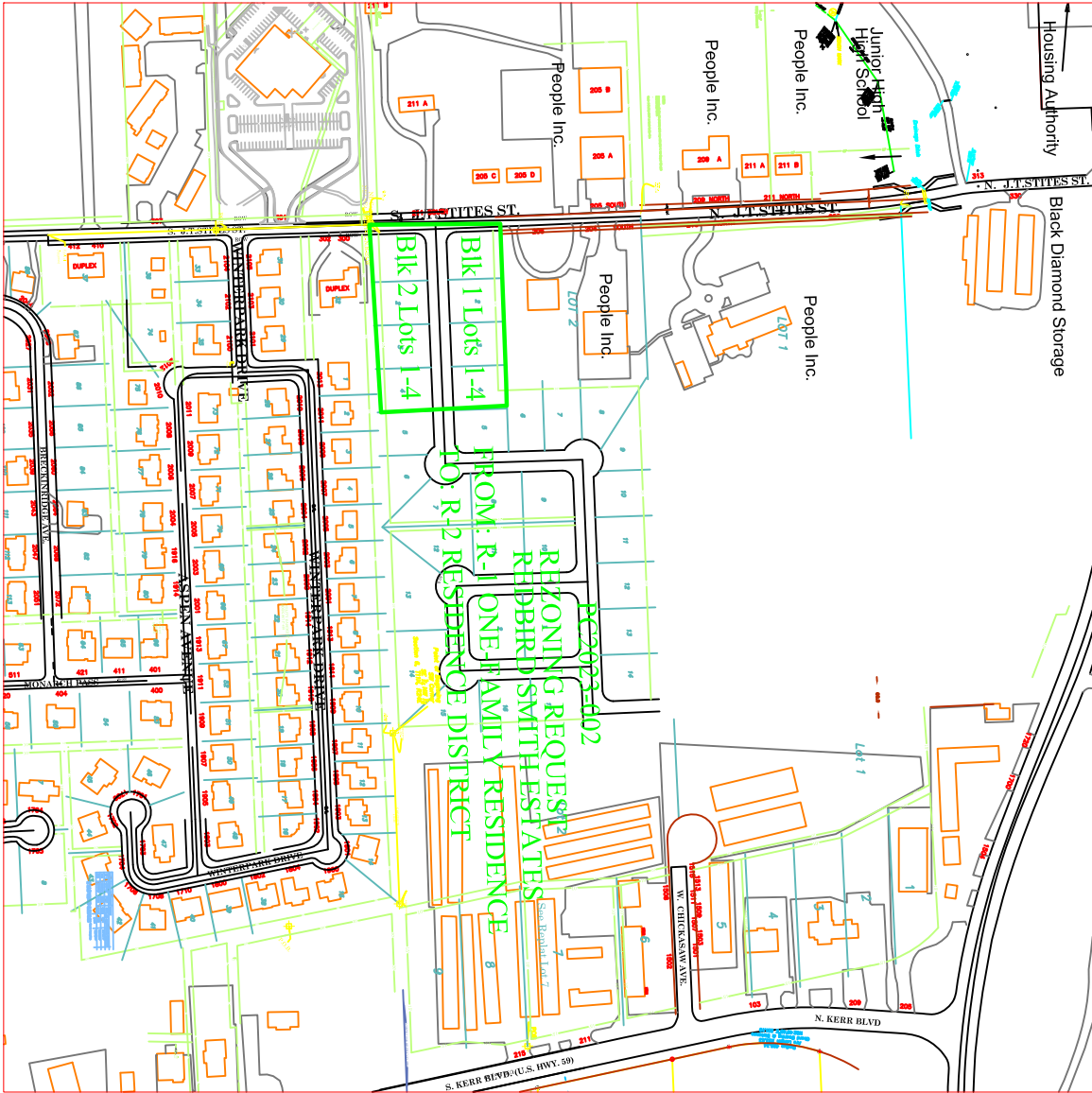
TOTAL ACRES = 15.686
 TOTAL LOTS = 33

Legal Description for Radius Report:
 LOTS 1-4, BLOCK 1 AND LOTS 1-4,
 BLOCK 2, REDBIRD SMITH ESTATES
 A SUBDIVISION BEING PART OF THE
 S/2 OF GOVERNMENT LOT 5 IN
 SECTION 6, TOWNSHIP 11 NORTH,
 RANGE 24 EAST OF THE 1.B. & M.
 CITY OF SALLISAW SEQUOYAH
 COUNTY, OKLAHOMA



RECORD OF LAND SURVEYING AS REQUIRED BY THE OKLAHOMA STATE DEPT. OF REVENUE, LAND RECORDS DIVISION, AND THE OKLAHOMA STATE DEPT. OF REVENUE, LAND RECORDS DIVISION, FOR THE CITY OF SALLISAW SEQUOYAH COUNTY, OKLAHOMA.

DATE: 5/15/03
 BY: SCOTT & ASSOCIATES, INC.



NOTICE OF PUBLIC HEARING **ON APPLICATION FOR REZONING**

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

REDBIRD SMITH ESTATES BLOCK 1 LOTS 1-4 & BLOCK 2 LOTS 1-4.

has filed with the Sallisaw Planning Commission a written application # **PC 2023-002** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from One-Family Residence District (R-1) to Residence District (R-2)**

The undersigned will present said application to the Sallisaw Planning Commission on **June 6, 2023**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 17th day of May, 2023.

By: **The Housing Authority of the Cherokee Nation of OK**
Owner(s)

Or By: **Wallace Design Collective**
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:
Wallace Design Collective
123 N. Martin Luther King Jr. Blvd.
Tulsa, OK 74103

AGENDA ITEM COMMENTARY

Meeting Date: June 12, 2023
Board: Board of City Commissioners
Subject: Replat of Sallisaw Feed Mill

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2023-003, Replat of Sallisaw Feed Mill by Aviagen, Inc.

INITIATOR: Crafton, Tull & Associates, Inc.

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Crafton, Tull & Associates, Inc, agent for Aviagen, Inc, will present a replat of Sallisaw Feed Mill for consideration. Crafton, Tull & Associates is requesting an expansion to the feedmill. The property is located at 300 Drake Road. The zoning is Agricultural (A-1). Planning Commission reviewed the item at their June 6th meeting and recommended approval.

EXHIBITS: 1. PC2023-003 Application
2. PC2023-003 Aviagen Plat 4-19-2023

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Replat.

CASE # _____

PLANNING COMMISSION

APPLICATION FOR REPLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for Sallisaw, Oklahoma.

General Location 300 Drake Road, Sallisaw, Oklahoma.

Present Use of Property Aviagen Feedmill

Proposed Use of Property Aviagen Feedmill Addition.

Record Owner of Property Aviagen North American Inc,

If Applicant is other than owner, indicate interest: Purchaser, Lessee, Agent for, _____
other, _____

Are there any Private or Deed Restrictions controlling the use of this property?

No.

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Jeremy Lamon

Address 8101 McClure Dr. Suite 201

Phone 479-636-4838

Fort Smith, AR, 72908

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____

Date: _____

Present Zoning: _____

Application No.: _____

Requested: _____

Fee Receipt: _____

P.C. Action: _____

City Action: _____

Date: _____

Ordinance No.: _____

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That AviaGen, Inc., does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the City of Sallisaw, for the purposes of streets, utilities, and drainage, for its successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of _____, _____. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

AviaGen, Inc.

President or V.P.

STATE OF OKLAHOMA }
COUNTY OF }SS:

Before me, the undersigned Notary Public, in and for said County and State on this ____ day of _____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

40' PUBLIC RIGHT-OF-WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Olen Carson, Jr., Trustee of the Carson Joint Revocable Trust dated May 29,1996, does hereby certify that it is the owner of a Road and Utility Easement for itself and its successors and or assigns over, under and across the following described property: East 30 feet of the West 46.5 feet of the North 349.20 feet of the NW NW of Section 17, Township 11 North, Range 24 East of the Indian Base and Meridian, Sequoyah County, Oklahoma, and that it hereby dedicates and assigns such Road and Utility Easement to the City of Sallisaw, for the purposes of streets, utilities, and drainage, for its successors, and assigns forever, and have caused the same to the released from all encumbrances so that the title is clear and assigned to the City of Sallisaw, Oklahoma.

IN WITNESS WHEREOF, the undersigned Trustee, has caused this instrument to be executed this ____ day of _____, 2023, on behalf of the Carson Joint Revocable Trust dated May 29, 1996. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

OWNER:
Carson Joint Revocable Trust dated May 29, 1996

OLEN CARSON, JR., Trustee

LEGAL DESCRIPTION

A tract of land situate within a portion of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Seventeen (17), Township Eleven North (T11N), Range Twenty-Four East (R24E) of the Indian Meridian (I.M.), Sequoyah County, Oklahoma, more particularly described as:

Beginning at a found Oklahoma Department of Transportation (ODOT) brass cap for the Northwest corner of said NW/4 NW/4; thence N87°48'55"E, 1247.10 feet; thence S01°51'40"E, 349.24 feet to a found 3/8" rebar (PS#1628), passing a found 3/8" rebar at 28.83 feet; thence S01°40'08"E, 249.25 feet to a found 3/8" rebar; thence S87°48'57"W, 422.08 feet to a found 3" steel fence post; thence S80°54'49"W, 832.03 feet to a found nail with washer (PS#1628); thence N01°45'30"W, 698.47 feet to the point of beginning, passing a found 3/8" rebar at 349.19 feet, containing 787,828.06 sq. Ft. or 18.09 acres, more or less.

Basis of bearing: N01° 45' 30"W for the west line of said NW/4.

This description was prepared on 01/12/2023 by Jeremy A. Lawson PS#1916 (OK).

LAND SURVEYOR'S CERTIFICATE

I, JEREMY A. LAWSON, do hereby certify that I am a PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown.

JEREMY A. LAWSON, LPLS 1916

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }SS:

Before me, the undersigned Notary Public, in and for said County and State on this ____ day of _____, personally appeared JEREMY A. LAWSON, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

March 28, 2023

MY COMMISSION EXPIRES:

NOTARY PUBLIC, #03005138

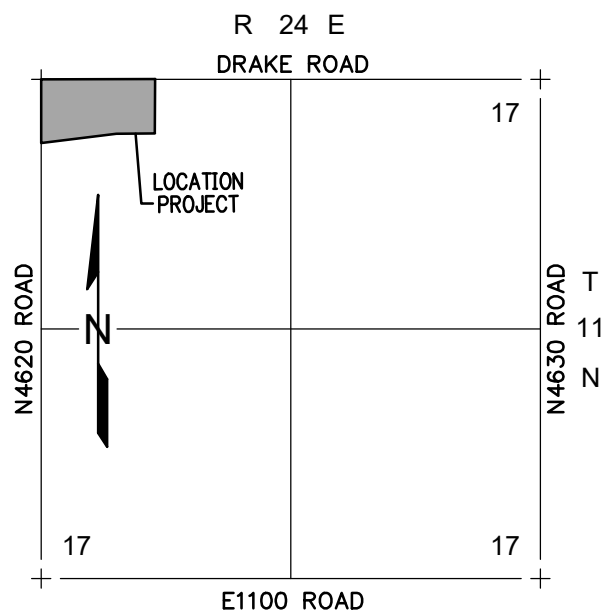
CITY PLANNING COMMISSION APPROVAL

I, _____, Planning Director of the City of Sallisaw, do certify that the Sallisaw Planning Commission duly approved this plat on the ____ day of _____, _____.

PLANNING DIRECTOR

PRELIMINARY PLAT
OF
REPLAT OF SALLISAW FEED MILL

A PART OF THE NW/4 OF SECTION 17, T11N, R24E, I.M.
SALLISAW, SEQUOYAH COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for the County of SEQUOYAH, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the annexed plat is vested in COMPANY NAME, that on the ____ day of _____, _____ there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year _____, and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any one person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this ____ day of _____, _____.

WARRANTY TITLE & ABSTRACT COMPANY

VICE-PRESIDENT

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of SEQUOYAH COUNTY, STATE of OKLAHOMA, that the tax records of said County show all taxes are paid for the year _____, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the county treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the CITY of _____, OKLAHOMA, this ____ day of _____, _____.

COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the CITY of SALLISAW, OKLAHOMA, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the CITY of SALLISAW, OKLAHOMA, this ____ day of _____, _____.

CITY CLERK

MAYOR

ATTEST:

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the CITY of SALLISAW, STATE of OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or unmaturred installments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this ____ day of _____, _____.

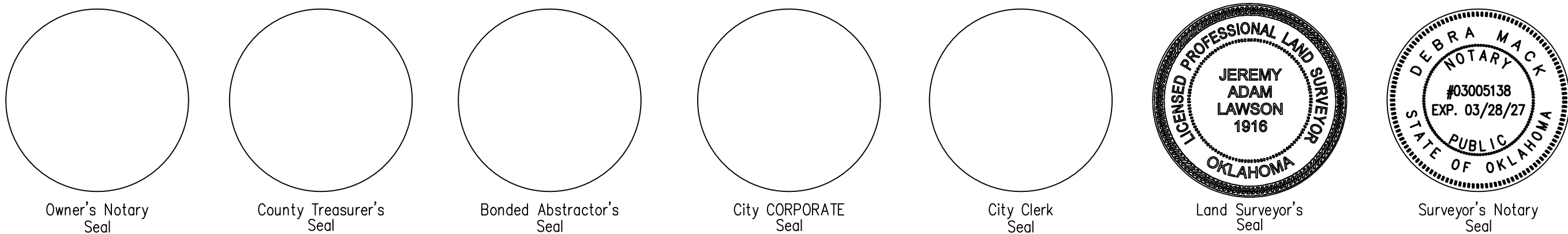
CITY CLERK

ADDRESSES

Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

NOTES

- This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
- See 30' Right-of-Way Easement to Cookson Hills Electric Cooperative, Inc. Recorded in Book 1432 at page 92, May 31, 2017, Sequoyah County Clerk, Oklahoma.
- See 30' Road and Utility Easement described in Warranty Deed to AviaGen, Inc. Recorded in Book 1394 at page 60, March 31, 2016, Sequoyah County Clerk, Oklahoma.



PRELIMINARY PLAT
REPLAT OF SALLISAW FEED MILL

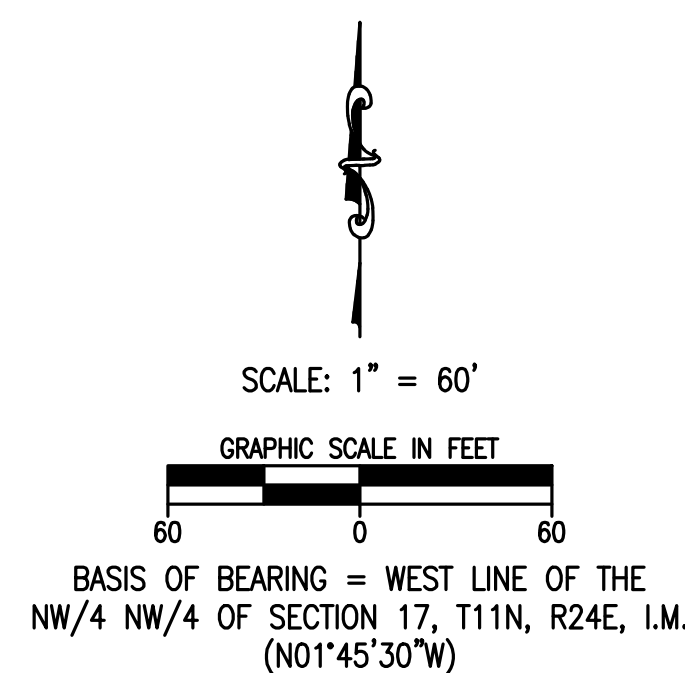
8101 McClure Drive, Suite 201
Fort Smith, AR 72916

Crafton Tull
architecture | engineering | surveying
405.787.6270 • 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PEAS) EXPIRES 6/30/2024

SHEET NO.: 1 OF 2
DATE: 04/19/2023
PROJECT NO.: 22502900

A PART OF THE NW/4 OF SECTION 17, T11N, R24E, I.M.
SALLISAW, SEQUOYAH COUNTY, OKLAHOMA



Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

1. This plot of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
2. See 30' Right-of-Way Easement to Cookson Hills Electric Cooperative, Inc. Recorded in Book 1432 at page 92, May 31, 2017, Sequoyah County Clerk, Oklahoma.
3. See 30' Road and Utility Easement described in Warranty Deed to Aviagen, Inc. Recorded in Book 1394 at page 60, March 31, 2016, Sequoyah County Clerk, Oklahoma.

PROPERTY LINE _____
EASEMENT _____
EX. BOUNDARY _____
R/W _____
SECTION LINE _____
FOUND MONUMENT (AS NOTED) Ⓢ
FOUND REBAR (AS NOTED) ○

PRELIMINARY PLAT
REPLAT OF SALLISAW FEED MILL



405.787.6270 t 405.787.6276 f
www.craftontull.com

SHEET NO.: 2 OF 2
DATE: 04/19/2023
PROJECT NO.: 22502900

ADMINISTRATIVE REPORTS

Meeting Date:	June 12, 2023
Board:	Board of City Commissioners
Subject:	

Upcoming Events

June 30, 2023, End of the Fiscal Year

July 10, 2023, Board of City Commissioners Meeting

City Manager Reports

A few months back, the Sallisaw Municipal Authority, along with the Tahlequah Public Works Authority, approved the creation of the Oklahoma Municipal Utilities Association (an Interlocal Government Agency - IGA). The IGA was subsequently approved by the Oklahoma Attorney General. On May 30, 2023, the Governing Board of the OMUSA met to formally kick off the association, adopt a budget, and to elect a Chairman and Vice Chairman. With this, I will now sit on both the MESO and OMUSA Board of Directors. The formation and launch of the OMUSA will greatly enhance the operations of MESO and further public power in Oklahoma.

GRDA is in the process of finalizing vendor agreements and rate riders for the AMI project.

Once this is completed, city staff will begin finalizing the selection of a vendor for the Sallisaw AMI project.

City staff recently had a followup meeting with GRDA customer service personnel to discuss programs that the city and GRDA can partner on for customer education. The city will be able to utilize information provided by GRDA for social media posts. We also discussed better ways for GRDA to show and explain the PCA.

City Projects

- SMA Landfill Cell 8A. We continue to work on getting cell 8A ready to bid out. Note that the cost of this cell construction may increase due to a lack of suitable clay on site for construction.
- The United States Supreme Court recently issued a ruling pertaining to "Waters of the US", i.e. streams and wetlands. The City Attorney believes the ruling will favor us in our Corp of Engineers issue we have at the landfill. Although the ruling may help us, it may also delay Phase II landfill expansion as the Corp reviews its policies and procedures related to the ruling. Also, the Corp may delay issuing any jurisdictional determinations while this is under review. City staff will be provided an update from our consultant on June 13.
- The much anticipated second Internet Backbone feed from Windstream is now operational. This project has been plagued by delays for the last 12 months, but we finally got the connection completed this week. We now have two 10GB feeds that will greatly improve the speed and reliability of our Internet system.

Veteran's Facility.

Here are a couple of photos of the work progressing at the new Veteran's facility. Courtesy of Tom Hanning.



Other Photos from this past month



Sequoyah Trail Restroom

