

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

June 10, 2024

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Conduct a public hearing for the purpose of receiving questions and/or comments on the proposed budget for Fiscal Year 2024-2025**
- 4. Discussion and possible action on Resolution 2024-09; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period July 1, 2024, through June 30, 2025, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget***
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Possible action on consent agenda**
 - (a) Approval of regular minutes of May 13, 2024, and special minutes of May 21, 2024
 - (b) Acknowledge invoice paid report for May 2024
 - (c) Renewal 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

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

- (q) Acknowledge Mayor's reappointment of Tim Brown to the Sallisaw Planning Commission each for a three-year terms, ending July 2027
- (r) Acknowledge Mayor's reappointment of Jane Cripps to the Sallisaw Library Board for a three-year term Ending June 2027
- (s) Acknowledge Mayor's reppointment of Beko Rivera to the Sallisaw Airport Board for a three-year term ending July 2027
- (t) Acknowledge 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 2025; and, reappointment of Todd Martin as the City representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a four (4) year term expiring June 2028
- (u) Approval of Resolutions for Lease Purchase Renewals; Resolution(s) 2024-10 through 2024-13
 - (1) One (1) 2022 International HX620 SBA 6X4 Chassis w/G&H Roll-Off Body; Serial No. 3HTPCAPT6NN406782 (Payoff December 2024)
 - (2) One (1) 2020 Altec DM47B-AWD Digger Derrick Truck; SN 1FVDCXFC3LHLB9384 (Payoff 01/2025)
 - (3) One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN 3BPDL70X4LF105225 (Payoff 11/2025)
 - (4) 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)

7. Discussion and possible action on any item removed from the consent agenda

- 8. Consider Motion to Recess Board of City Commissioners Meeting In Order to Call the Sallisaw Municipal Authority Meeting to Order**
- 9. Consider Motion to Reconvene the Board of City Commissioners Meeting**
- 10. Receive presentation from Mrs. Julie Becker concerning petition for removal of City Manager**
- 11. Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw**
 - (a) Resolution 2024-14; *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
- 12. Discussion and possible action on Resolution 2024-15; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority***
- 13. Discussion and possible action on FY 2024-25 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of \$274,678.00, and Escrow Use Form for Workers' Compensation Insurance Renewal**
- 14. Discussion and possible action on staff's request to declare one (1) 2006 Ford Expedition LS, VIN 1FMPU14566LA53786, and two (2) Glock .40 caliber firearms, SN NEZ860 and NEZ861, as surplus and authorize staff to transfer ownership to Sallisaw Public Schools**
- 15. Discussion and possible action regarding DOCServices Inc. (DOCS) of Miami, Oklahoma, request for assistance with the utilities of the Sallisaw Senior Center; and possible action on Lease Agreement between DOCServices Inc. and the City of Sallisaw**
- 16. Consider Approval of Resolution 2024-16; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions***

- 17. Discussion and possible action to convene in Executive Session for the purpose of discussing negotiations between the Fraternal Order of Police Lodge #148; and evaluation of City Manager and City Manager contract discussion, as Authorized by Title 25 O.S., § 307(B)(2)**
- 18. Possible action to reconvene to Regular Session**
- 19. Possible action or direction pursuant to Executive Session concerning negotiations between the Fraternal Order of Police Lodge #148 and the City of Sallisaw**
- 20. Possible action or direction pursuant to Executive Session concerning City Manager Contract for the Period July 1, 2024, through June 30, 2025**
- 21. Receive update on economic development and grant activities**
- 22. Receive update on current and future projects**
- 23. Receive update on the financial status of the city and activities of the finance department**
- 24. Administrative reports**
- 25. Adjourn**

Posted: June 7, 2024

Time: 11:30 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 10, 2024, 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 2025. The budget summary shows the estimated revenue and proposed appropriations.

Revenue

Governmental Funds

010. GENERAL FUND 10	28,558,454
030. CAPITAL IMPROVEMENT FUND 30	3,788,444
092. INFRASTRUCTURE IMPROVE FUND 92	2,051,906

Sub-Total Governmental Funds 34,398,804

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	1,168,686
020. STREET & ALLEY FUND 20	128,453
021. YOUTH & RECREATION FUND	1,145,006
022. FIRE DEPARTMENT FUND	260,415
023. POLICE DEPARTMENT FUND	89,137
025. POLICE TECHNOLOGY FUND	53,950
051. LIBRARY TRUST AUTHORITY (51)	94,624
070. CEMETERY FUND 70	447,724
093. POLICE DRUG FUND	51,602
102. USDA RURAL DEVELOPMENT	69,900
104. SALLISAW NOW CARA GRANT 18-21	50,000
107. 107 PFS GRANT YRS 2019 - 2024	100,000
110. FR CARA GRANT YRS 2019-2023	500,000
111. OK ST CBPS GRANT 21	125,000
112. OWRB ARPA Grant ARP-23-0160-G	1,278,493
118. FAA FUNDING	1,138,338

Sub-Total Special Revenue Funds	6,701,328	
Total Governmental Funds Revenue		41,100,132
Proprietary Funds		
090. SALLISAW MUNICIPAL AUTH 90	48,782,454	
096. SALLISAW ECONOMIC AUTHORITY	37,538	
Total Proprietary Funds Revenue		48,819,992
Fiduciary Funds		
060. METER FUND 60	128,200	
Total Fiduciary Funds Revenue		128,200
Total Revenue		<u>90,048,324</u>

Appropriations & Transfers

010.GENERAL FUND	\$ 19,622,169
030.CAPITAL IMPROVEMENT FUND	\$ 3,788,444
092.INFRASTRUCTURE IMPROVEMENT FUND	\$ 2,051,906
Sub-Total Governmental Funds	<u>\$ 25,462,519</u>

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$ 1,168,686
020. STREET & ALLEY FUND 20	\$ 128,453
021. YOUTH & RECREATION FUND	\$ 1,145,006
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112. OWRB ARPA Grant ARP-23-0160-G	\$ 1,278,493
118. FAA FUNDING	\$ 1,138,338

Sub-Total Special Revenue Funds	\$ 6,701,328	
Total Governmental Funds Appropriations		\$ 32,163,847

Proprietary Funds

090.Sallisaw Municipal Authority	\$ 29,832,165
096. SALLISAW ECONOMIC AUTHORITY	\$ 37,538

Total Proprietary Funds	\$ 29,869,703
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Fiduciary Funds

060. METER FUND 60	\$ 128,200
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Total Fiduciary Funds	\$ 128,200
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Transfers Out From General Fund

010-950-58802. TRANSFER SALES & USE TAX	\$ 8,513,000
010-950-58805. GRANT MATCH	\$ 140,000
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 140,285
010-950-59901. CHAMBER OF COMMERCE	\$ 48,000
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 35,000
010-950-59903. SALLISAW MAIN STREET	\$ 20,000
010-950-59904. KIBOIS AREA TRANSIT	\$ 40,000

Total Transfers from General Fund	\$ 8,936,285
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Transfers Out From Sallisaw Municipal Authority

090-400-58802. TRAN TO G.F. SALES TAX	\$ 1,921,250
090-400-58803. TRANS TO C.I. SALES TAX	\$ 960,625
090-400-58804. TRAN TO HOSP AUTH-SALE TX	\$ 960,625
090-400-58806. USE TAX TRANSFER TO GEN	\$ 828,000
090-400-58830. TRANSFER TO GEN FUND	\$ 14,279,789

Total Transfers from Sallisaw Municipal Authority	\$ 18,950,289
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Total Transfers All Funds	\$ 27,886,574
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Total Appropriations & Transfers	\$ 90,048,324
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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 10, 2024
Board: Board of City Commissioners
Subject: FY 2025 Budget

ITEM TITLE: Discussion and possible action on Resolution 2024-09; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period July 1, 2024, through June 30, 2025, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget*

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: If approved, the proposed budget resolution will formally adopt the FY 2025 budget.

EXHIBITS: 1. RESOLUTION FY 25 BUDGET

KEY ISSUES:

- The Board of City Commissioners must adopt the budget at least 7 days prior to the beginning of the new fiscal year.

FUNDING SOURCE: FY 2025 Budget

RECOMMENDATION: Approval of Resolution 2024-09; adopting the FY 25 budget.

RESOLUTION 2024-09

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SALLISAW, OKLAHOMA, FOR THE PERIOD JULY 1, 2024, THROUGH JUNE 30, 2025, 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, 2024 through June 30, 2025, 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

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010. GENERAL FUND 10	28,558,454
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092. INFRASTRUCTURE IMPROVE FUND 92	2,051,906

<i>Sub-Total Governmental Funds</i>	34,398,804
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Governmental-Special Revenue Funds

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025. POLICE TECHNOLOGY FUND	53,950
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107. 107 PFS GRANT YRS 2019 - 2024	100,000

110. FR CARA GRANT YRS 2019-2023	500,000	
111. OK ST CBPS GRANT 21	125,000	
112. OWRB ARPA Grant ARP-23-0160-G	1,278,493	
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Total Revenue		90,048,324

Appropriations & Transfers

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Total Governmental Funds Appropriations		\$ 32,163,847
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Transfers Out From General Fund		
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010-950-58805. GRANT MATCH	\$ 140,000	
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 140,285	
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010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 35,000	
010-950-59903. SALLISAW MAIN STREET	\$ 20,000	
010-950-59904. KIBOIS AREA TRANSIT	\$ 40,000	
Total Transfers from General Fund	\$ 8,936,285	
Transfers Out From Sallisaw Municipal Authority		
090-400-58802. TRAN TO G.F. SALES TAX	\$ 1,921,250	
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090-400-58806. USE TAX TRANSFER TO GEN	\$ 828,000	
090-400-58830. TRANSFER TO GEN FUND	\$ 14,279,789	
Total Transfers from Sallisaw Municipal Authority	\$ 18,950,289	
Total Transfers All Funds		\$ 27,886,574
Total Appropriations & Transfers		\$ 90,048,324

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, 2024, through June 30, 2025.
- 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 10th day of JUNE, 2024

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MAY 13, 2024

The Board of Commissioners met in a regular meeting on May 13, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on May 9, 2024, at 4:50 p.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
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Members absent:	None
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Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Christian Sizemore, Chris Carter, Clint Smith, Tucker Martens, Wesley McGuirt, Daniel Emerson, Necole Emerson, Lewis Brown,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Economic Development Director Network Director Senior Code Inspector IT Manager Lieutenant Patrolman Locate Technician Part-time Admin Clerk Senior Animal Welfare Officer
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Others present:	Lynn Adams; Lucinda Griffin; Holly Bormann; GW Bormann; Martha Jhea; Bob Dority; Ray Jacobs; Ira Rolston; Kathy Rolston; Pamela Gay; Philip Gay; Bob Walden; Leah Qualls; Josh Sutton; Lynn Crooks; Wayne Crooks; Holli Reheman; Asher Reheman; Sheila Moody; Wayne Moody; Shawn Rolston; Gary Pack; Susan Pack; Brian Becker; Julie Becker; Jeannie Richardson; Jade Tullis; Leslie Jacobs; Micki Kimble; Heather Silva; Eric Peterson; Easton Peterson;
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Rachel Gardenhire; Angela McGee; Richard McGee; Gladys Lewis; J.W. Fleetwood; Teresa Caves; Amanda Goins; Dian Carlton; Ed Marrs; Darlene Marrs; Stephanie Goad; Lenora Skelton; Others Unidentified.

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Discussion and possible action on removal of any item from the consent agenda

None.

4. Possible action on consent agenda

a Regular minutes of April 8, 2024, and special meeting of April 11, 2024

b Invoice paid report for April 2024

c Cast Official Ballot for Mike Bailey, City Manager, City of Bartlesville, and Craig Stephenson, City Manager, City of Ponca City, for the Board of Trustees for the Oklahoma Municipal Assurance Group

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

5. Discussion and possible action on any item removed from the consent agenda

None.

6. Discussion and possible action on FY 2023 Audit as presented on April 8, 2024

Motion was made by Lowe, seconded by Mendiola, for approval of the FY 2023 Audit.

Vote: Lowe aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

7. Discussion and possible action on Oklahoma Water Resources Board American Rescue Plan Act Grant Agreement between the City of Sallisaw and the Oklahoma Water Resources Board; acceptance of grant and authorize Mayor Ernie Martens to sign all required documents

Motion was made by Lowe, seconded by Mendiola, for acceptance of grant and to authorize Mayor Martens to sign all required documents. Vote: Lowe aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

8. Discussion and possible action on Resolution 2024-05; *A Resolution Approving and Adopting Amendments to the Fiscal Year 2024 Budget for the City of Sallisaw, Oklahoma, for the Period of July 1, 2023, Through June 30, 2024, Finding all Things Requisite and Necessary have Been Done in Preparation and Presentment of Said Amendments*

Motion was made by Mendiola, seconded by Hamilton, for approval of Resolution of 2025-05. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

9. Receive presentation from Mrs. Rachel Gardenhire concerning the proposed Chapter 10, Animals, of the Sallisaw Code of Ordinances

Mrs. Gardenhire spoke on behalf of the animal ordinance concerning a matter that is personal to her. She had received a notice to remove her chickens as fowl are not allowed in the city limits. She feels that in accordance with Oklahoma Law, Tribal Law, and current City ordinance, they are allowed to have fowl. She said she had signatures from her neighbors stating that they were not opposed to her having chickens. Her chickens have never been at large and are housed appropriately. They help feed her family and fertilize her garden. She read a statement that her daughter had written.

10. Receive presentation from Ms. Julie Becker concerning the proposed changes to Chapter 10, Animals, of the Sallisaw Code of Ordinances

PRESENTATION TO COMMISSIONERS

Members and associates of the Board of Commissioners, thank you for listening to me this evening. My name is Julie Becker, and I am here representing the Fourth Ward Neighborhood Association. We formed a committee to address the concerns of our members with you, and I speak tonight as the chair of that committee. We do not represent the concerns all Sallisaw residents have with the ordinance, just those voiced in our Association. And not including those concerns in our information does not mean that we would not support those concerns.

In summary of the efforts of the committee, tonight I will speak about the following six main points.

First, the committee has met numerous times over the past few weeks, going through the proposed ordinance, researching State laws, reaching out to various animal associations for recommendations on preferred practices, and surveying other cities in Oklahoma for how they handle these issues in their ordinances. We are providing a handout packet for you that outlines the top issues we have identified, along with suggestions for you to consider during your revisions. Wherever we could, we have provided reference materials and supporting data. We ask that you each take the time to review this information and give it due consideration prior to making the final revisions to your draft.

Second, we originally asked for an open forum, which was denied. We are grateful that we have been given time to speak here, however, we strongly believe that an open forum would have been the more appropriate way to allow the public to address the issue. We believe the heated outpour from the community over this issue could have been prevented if a process that respected the community had been in place prior, such as a requirement for public review and comment.

We hope the Board of Commissioners has taken notice of the issues caused by the way this was presented, and takes action to ensure that a standard is put in place for future issues that addresses the public's need for involvement in the process.

Third, we assumed that the purpose of this ordinance would be to promote and ensure the welfare, health, and safety of community residents and its animals and believe the ordinance should be amended to better encourage and promote that purpose.

For instance, if we really want to promote the spaying and neutering of dogs and cats, why are we not offering incentives to do so? Licenses for spayed and neutered animals could have a discount or the price for a license for an unneutered animal could be raised.

The city could sponsor advertised free adoption events at the shelter when it begins to get full, and have a special free adoptions offered for animals that has been there for a long time?

Shouldn't every adoptable animal who is essentially on the death row clock at the shelter automatically have the adoption fees waived for its final few days?

Shouldn't it be plainly outlined in this ordinance, the qualifications and procedure to obtain permits or waivers for certain ordinance restrictions?

What remedy does the city offer to the individuals that have one more pet than will now be allowed? Couldn't this contribute to the dumping and abandoning problem? Shouldn't there be a grandfather clause for already existing animals

that would be displaced without it, and some permit procedure to obtain one to document that you are grandfathered?

Explain why euthanizing is such a predominant remedy throughout this ordinance?

Shouldn't the priority be to adopt out more animals reducing euthanasia costs to the city? And shouldn't all fees and fines collected related to animals in the city directly benefit the shelter and not go to the general fund?

Shouldn't the language in the proposed ordinance be updated to reflect the current best health practices of the animals in question? At the very least, a veterinarian with current educational updates should be consulted, as well as consultation with any prominent animal welfare agencies necessary to ensure the most current information was being used to form policy.

Should animal waste removal from one's property be so burdensome by being required twice a week? The city itself does not even do refuse removal more than once a week. The ordinance should allow for more modern preferred methods of animal waste management, such as composting, or deep litter management for fowl?

One issue we heard from several residents just outside the city is that people take their dogs just outside the city limits to dump them because of their belief that the shelter here will just euthanize them and they believe they will have a better chance of some country house taking them in. Doesn't the City have a responsibility for not making policies that encourage such practices?

We believe the draft ordinance raises many questions that still need addressing.

Fourth, Sallisaw has a feral cat problem. It would be hard to find someone who lives here that would disagree with that statement. The draft ordinance makes it illegal for people to feed them, or trap/neuter/vaccinate/release these cats. The data shows that this would only cause the problem to get much worse.

Residents like Mike Hogan, a member of our committee, have spent years advocating to the Animal Control Department and the City over the importance of TNR programs. Mike has been doing such a program from his own pockets, by the kindness of his heart, for our benefit, and there are other residents in the city doing the same. The newspaper has even covered Mike's efforts in the past.

The Trap Neuter (Vaccinate) and Release program (TNR or TNVR) is the accepted and approved method to best manage the urban feral and stray cat problem. It is promoted by the SPCA, The American Animal Association and the National Humane Society. It is additionally supported by advocate groups such as PETA and the like.

These programs are the time-tested, best way to naturally reduce and even eliminate an urban feral and stray cat problem. These agencies also use a different term for these cats, they call them community cats because they recognize that they belong to the community and are the responsibility of the community to ensure their welfare and management.

What alternative management program to address the cat issue does the city offer?

Essentially the proposed ordinance just stops any care or management without remedy. This draft should have never come out without a TNR program included. Fifth, there was no mention of exceptions for service animals in the ordinance.

Service animals are federally protected under the ADA law. Also, with the rise of the use of emotional support animals, we feel they should be addressed as well, and the distinctions clearly made for each category.

And sixth, people have become more attuned to the important things in life, especially since the pandemic, many overhauling or enhancing their lifestyles to address these beliefs and values. People are gardening more to produce their own food, composting, putting in the effort for a healthier or holistic lifestyle, and deepening their relationship with their pets, nature, and animals in general. People have more awareness and connection to the animal-food cycle in their health efforts and to fortify their food security and safety. One example of this is the increased importance of home egg production by keeping fowl.

Oklahoma is an agricultural state, and the area is predominantly rural. Sallisaw is a very small city compared to Oklahoma City, and they even make provisions for keeping animals such as backyard fowl and others that exceed what you are proposing. People generally would make no exception to doing so in a responsible and safe manner, after all most of the people partaking in these activities are doing so to better the lives and health of their families.

The city's landfill has been another recent hot button topic, and the data from Belgium has shown the beneficiaries that we are missing out on. For example, in 2005, Diest, a city of 30,000 people was offered three free backyard chickens by the city to reduce household waste and positively impact their landfill. 2,000 families took the city up on the offer. Within a few months the city's landfill reduced its average receipt of waste by 100 tons, crediting the chickens consuming the kitchen waste from those homes, and aiding composting of yard and garden debris. Seeing Diest's success, the cities of Mouscron in 2010, and Etterbeek in 2015, introduced their own programs which were also successful. Now Belgium has just launched its Urban Chicken Program to promote the practice nationwide. If the life of our landfill is such an important issue, wouldn't it serve us to encourage practices that may extend its life cycle and its worth?

We believe that not taking people's lifestyle priorities and beliefs into consideration when developing the ordinance would only cause people to either break the rules in support of their convictions, or force them to leave our City. Neither is beneficial to our community.

This committee strongly recommends putting in exemptions for non-commercial home hobbyists for issues such as raising rabbits or backyard fowl for personal egg and/or meat production, or for situations like those who participate in raising and training dogs for agility competitions or hunting field trials that would not meet the commercial kennel requirement, etc.

In conclusion, we formally ask that the Commissioners take a long pause to fully research the proposed ordinance, educating yourselves on the modern methods and practices for the good of the community and the welfare of its animals.

We ask that you open your minds to proactive alternatives that promote and foster the goals for the community and its animals.

We ask that you become more transparent in outlining those exceptions, waivers, permits, and how to obtain them, and add some sort of fair appeals process.

We ask that you strive in your work on this ordinance to change the tone to one that better represents the passion, support and care this community has for the welfare of the animals who live here.

And finally, we ask that when you make your decisions, you remember that most of the people these policies will impact passionately consider these animals to be important members of their families, their lifestyles and the community.

Thank you for your time.

11. Discussion and possible guidance to staff on proposed changes to Chapter 10, Animals, of the Sallisaw City Code of Ordinances

Short discussion was held.

12. Discussion and possible action on Resolution 2024-06; *A Resolution Approving The Sallisaw Municipal Authority Incurring Indebtedness and Giving Security for the Purpose of Acquiring Real Property, and Declaring an Emergency (Old Cookson Hills Building)*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-06. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola, seconded by Bailey, for approval of emergency clause. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

13. Discussion and possible action on Resolution 2024-07; *A Resolution Approving Purchase of Real Property for the Sum of \$445,000.00 and Authorizing the Sallisaw Municipal Authority Incurring Indebtedness and Giving Security for the Purpose of Acquiring Real Property, and Declaring an Emergency (Part of the Old Chevrolet property)*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-07. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola, seconded by Bailey, for approval of emergency clause. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

14. Consider Approval of Resolution 2024-08; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

The Finance Director went over changes with the Board. She noted that changes will be effective June 21st. Motion was made by Mendiola, seconded by Bailey, for approval of

Resolution 2024-08 with the stipulation that the 50-100 mb be changed to \$49.95 for residential service. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

15. Consider Convening in Executive Session with attorney for discussion of the following pending litigation: Watie v City of Sallisaw, et al. Eastern District of OK Case No. 20-CV-415-RAW, as Authorized by Title 25 O.S., § 307 (B) (4)

City Attorney recommended convening to executive session. Motion was made by Mendiola, seconded by Bailey, to convene to executive session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. The executive session began at 6:49 p.m.

16. Possible Action to Reconvene to Regular Session

Motion was made by Mendiola, seconded by Bailey, to reconvene to regular session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. The regular session reconvened at 7:05 p.m.

17. Discussion and Possible Action Pursuant to Executive Session

None.

18. Receive update on economic development and grant activities

The Economic Development Director gave an update; for informational purposes only.

19. Receive update on current and future projects

The Building Development Director gave an update; for informational purposes only.

20. Receive update on the financial status of the city and activities of the finance department

The Director of Finance gave an update; for informational purposes only.

21. Administrative reports

Other than what was included in the agenda, the City Manager gave an update on the aquatic facility. He noted that the last bids that were opened were 2 million over budget.

Staff went back to the drawing board to come up with solutions that would get us closer to our budget. We also partnered with Sallisaw Schools. We will be accepting bids and the opening will be on June 4th. He ended with a statement addressing social media. "In the past month or so, I've been hung out to dry on social media by the public. There's been a lot of stuff said out there about me, my family, my city staff that I work with on a daily basis, and even a few comments concerning this board that serves the city of Sallisaw. It's not appreciated. It's very unwarranted. The only purpose it serves those people that have continued and continued today to post this stuff, and continued to share it and like it, it only serves the purpose to entertain them for cheap entertainment. Social media has a lot of good aspects, but, unfortunately, it has a lot of bad aspects. And for people to go out and just attack people-not even knowing them and not even knowing the truth of what they're posting - it's very unbecoming of those people, and it's not very becoming of our community as well." "Sallisaw is a great community. We have a lot of stuff going on right now." He noted the potential of around 700 jobs coming to this community in the future. "And, for people to say that we're sitting on our butts, not doing nothing, that we turn away people in the past and we're not doing anything for growth, I challenge those people to get off their can, go drive around the community and see what growth is going on right now. We're making some big investments for infrastructure. And we've got investors coming to our community. I'm not talking about just a few million dollars, I'm talking about hundreds and hundreds of millions of dollars being invested in this community." "Most of my senior staff is sitting here today. I couldn't be prouder to work with this group of people." He ended with "I love Sallisaw. I've lived here since 1969. I've worked for the City of Sallisaw for 30 years, up to the position I have today. Everything that I've ever done has been for the benefit of Sallisaw. They may not have been the best decisions that were made, but they were decisions that had to be made in order for us to move forward and take care of situations."

22. Adjourn

Motion was made by Lowe, seconded by Hamilton, to adjourn the meeting. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:33 p.m.

Approved this 10th day of June 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
MAY 21, 2024

The Board of City Commissioners, in conjunction with the Sallisaw Municipal Authority, met in a special meeting on May 21, 2024 , 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 KXXM; by posting at city hall on May 15, 2024, at 2:45 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
Brad Hamilton, 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
George Bormann, Economic Development Director
John Weber, Captain
Anthony Armstrong, Fire Chief
Kayle Griffin, Chief Accountant
Kenny Shakingbush, Interim Superintendent – Street
Amy Edwards, Prevention Service Director
Micki Kimble, Coalition Manager
Ted Capps, Superintendent – Water/Sewer
CJ Eppler, Superintendent – Wastewater Treatment
Jamie Phillips, Superintendent – Solid Waste
Chris Carter, Senior Code Inspector

Others Present: Lynn Adams; 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.

Discussion and possible action on Planning Commission Case No. PC2024-003; Plat Presentation of Eastgate Shopping Center – Lots 1&2 by Rhino Holding Sallisaw, LLC

Chris Carter reviewed plat with Council. He advised that Planning Commission had heard the item at a special meeting the previous day and that they recommended approval. Motion was made by Lowe, seconded by Hamilton, for approval of Planning Commission Case No. PC2024-003; Plat Presentation of Eastgate Shopping Center – Lots 1 & 2. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Discussion and possible action on Planning Commission Case No. PC2024-004; Plat Presentation of Osiyo Addition by Millison Casting Technology, LLC

Chris Carter reviewed plat with Council. He advised that the planning commission had heard this item at a special meeting the previous day and they recommended approval. Motion was made by Mendiola, seconded by Bailey, for approval of Planning Commission Case No. PC2024-004; plat presentation of Osiyo Addition. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0.

Presentation and Review of Proposed FY 2025 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. He went over the budget process schedule. The City Manager discussed city growth, noting growing pains and the stress placed upon staff to address the growth, the many questions regarding development, and current and future infrastructure needs. He then reviewed current project in process, including the Highway 59 North electric and fiber relocation, South Cedar easement clearing and cleaning, South Cedar electric line upgrade, new aquatics park, airport projects, Landfill Cell 8A and Phase II, and the Lennington/Drake/Shilo water loop project. He then reviewed private development projects including Millison, QuickTrip, ODVA Veterans Center, housing projects, and development on South Kerr. The City Manager then reviewed FY 2024 purchases and projects along with their respective cost, totaling \$3,878,305. He then noted several items that are addressed in the FY 2025 budget.

Robin Haggard, Director of Finance, then presented an in-depth overview of the preliminary budget for FY 2025. The key elements that make up the FY 2025 budget include: anticipated revenues and planned appropriations; equipment purchases from capital improvement; building facility projects; asphalt street program; AMI system; completing Landfill Cell 8A; cleaning of Rock Branch; soccer fields; new pool and

skatepark; rehabilitation of three sewer lift stations, and employee 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 37% of revenue, sales tax 21%, telecommunications 8.6%, water and sewer 9.25%, and landfill and sanitation combined 10.8%. The expenses across all funds are purchased power cost 22%, salaries and benefits 32.95%, daily operations 18.61%, and debt service 8.43%. She reviewed the sales tax breakdown. She then reviewed sales tax, use tax, and the hotel motel tax amounts showing positive overall growth of all.

The General Fund Budget for FY 2025 is \$28,458,454 before any final adjustments are made, if needed. This represents a 7% increase from the prior Fiscal Year. She noted the operating departments alone show an increase of \$1.2 million in their daily operating budgets. She also noted that the contingencies are currently at \$834,119, prior to any final adjustments.

The discussion then moved to staffing levels, where the budget shows 151 full-time positions for the new budget. Staff noted two new positions including an Accountant in Finance, and a new Recreation Director for the Recreation Department. Staff then reviewed new pay plans for all city employees, including firemen and police officers. Staff also present a new longevity plan for all full-time employees.

Staff then reviewed the various pension plans of the city and their respective costs. Health insurance costs and renewals were also discussed.

The City Manager then reviewed the Capital Improvement Fund. This fund is used for items with a cost greater than \$5,000 and a useful life greater than 2 years. For the new Fiscal Year, the Capital Improvement Fund budget is \$3,788,444, before any final adjustments. Expenses for the new year include ongoing lease purchase payments, vehicles, 10-wheel dump truck, street overlay, cleaning of the Rock Branch, new skid steer, ground penetrating radar, pressure washer, replacement of air units at the water plant and others. Other new purchases that will be made with a lease purchase agreement include a new street sweeper, roll off truck, small side load sanitation truck, and a CAT loader. The fund also includes a reserve for the future addition to the police department.

The City Manager then reviewed the Infrastructure Improvement Fund and its planned expenses. Total Budget for this fund is \$2,051,906 before any final adjustments. Expenses include sewer line improvements, rehabilitation of sewer lift stations, and a transfer to OWRB fund for the Drake/Lennington water loop project.

The Director of Finance then reviewed the Sallisaw Municipal Authority (SMA) budget for the new fiscal year. The FY 2025 budget for SMA is \$48,782,454 before any final adjustments. This is a 14% increase from the prior fiscal year. This fund collects all the utility revenue of the city. Major expenses of the SMA include transfers to the General Fund, Capital Improvement Fund, and the Infrastructure

Improvement Fund. Other expenses include debt service payments and various other expenditures for the utility departments.

The Chief Accountant reviewed all special revenue funds and grant funds, how they operate and any goals. Staff summarized all numbers for the proposed FY 2025 budget and asked for comments and suggestions on any changes the Board would like to see.

Discussion concerning street improvements. The City Manager stated that \$550,000.00 was budgeted for a street program. Discussion has been had during the last couple of budgets concerning obtaining our own asphalt equipment or continuing to contract the project. To do our own street program would require equipment and manpower. The cost of asphalt has been prohibitive for us getting the most bang for our buck for a street program. A list of the proposed streets was presented with estimated costs. The \$160 per ton is based on ODOTs most recent bid opening. \$3 per square yard for milling. The cost for the 10 streets listed, a total of 12,500 feet, based on those figures, would be \$542,000 to complete. Doing a street program ourselves would require an investment. Discussion continued. It was reiterated of the need to do a street program this year.

At 11:40 a.m. a break was taken for lunch. It was stated that the meeting will continue at 12:30 p.m.

The meeting continued at 12:30 p.m.

Staff then discussed the proposed salary adjustments and new longevity plan more in depth, showing how they were made. Staffing changes were discussed. It was the consensus of the board to proceed with the proposed longevity plan as well as the pay scale.

The rock branch was discussed. Picture of the current state of the branch were shown. 2200' needs to be cleaned. \$150,000 included in the budget to do so.

Motion was made by Lowe, seconded by Hamilton, to recess the meeting and reconvene on May 22nd at 9:00 a.m. Vote: Lowe aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried. The meeting recessed at 2:12 p.m.

Wednesday, May 22, 2024.

Board present: Ronnie Lowe; Josh Bailey; Julian Mendiola; Brad Hamilton; and Ernie Martens.

Staff present: Gene Martin; George Bormann; Jessican Robertson; Skylar Fullbright; Kayle Griffin; John Robert Montgomery; Keith Skelton; Robin Haggard; Kim Jamison; Ted Capps; Anthony Armstrong; Blakley Smith; Jamie Phillips; CJ Eppler; Kenny Shakingbush; Micki Kimble; Amy Pace; Clint Smith; John Weber; Anthony Armstrong; Chris Carter; Lewis Brown; Travis Buchanan.

Others present: Marty Green; Lynn Adams; Tom Hanning; Charla Sloan; Laura Kuykendall; Lance Montgomery; Dwight Spencer; Paula Haraway; Gary Schaefer; others unidentified.

Motion was made by Mendiola, seconded by Bailey, to reconvene the meeting. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Meeting reconvened at 9:01 a.m.

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

The City Manager welcomed everyone back to day two of budget discussions and laid out the plan for the day.

The Board then received presentations from Marty Green, Sallisaw Chamber of Commerce; Dwight Spencer, Sallisaw Improvement Corporation; Lance Montgomery, Sallisaw Main Street; Charla Sloan, KiBois; Amy Pace and Micki Kimble, Sallisaw NOW, Tom Hanning regarding the airport; Paula Haraway regarding Animal Advocates; and Laura Kuykendall, Sallisaw Boys and Girls Club.

Staff and Board discussed animal issues with Paula Haraway, including a proposed Trap-Neuter-Release program and its benefits to the community.

At 11:50 a.m. a break was taken for lunch. It was stated that the meeting would continue at 12:30 p.m.

The meeting continued at 12:30 p.m.

Discussed the pending animal ordinance, current animal shelter and possible solutions

Mayor suggested changes to the current fee schedule related to the adoption of animals at the shelter. Board directed City Manager to make all license fees for dogs and cats' lifetime, with a cost of \$30.00, including microchip. Also directed to eliminate the yearly license requirements. For adoption of impounded animals, the Board directed that the current adoption fee of \$50.00 also include Chip and city license as applicable.

The junk motor vehicle ordinance was discussed briefly.

The City Manager gave a quick update on GRDA rates coming down to us and Landfill Cell 8A and the current status of the Landfill Phase II expansion project. The City Manager discussed street maintenance issues.

An economic development update was given by George Bormann.

Sidewalks were discussed and a possible dog park. City Manager discussed possible locations and funding for a dog park.

Discussion and possible action 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); if recommended by City Attorney

Motion was made by Mendiola, seconded by Hamilton, to convene in executive session. Vote: Mendiola aye; Hamilton aye; Lowe aye; Bailey aye; Martens aye. Motion Carried 5-0. Time was 2:30 p.m.

Consider Motion to Reconvene to Regular Session

Motion was made by Mendiola, seconded by Bailey, to reconvene to regular session. Vote: Mendiola aye; Bailey aye; Lowe aye; Hamilton aye; Martens aye. Motion carried 5-0. Reconvened at 3:30 p.m.

Any Action or Direction Pursuant to Executive Session

None.

City staff asked the Board for further input on the budget and discussions from day 2. The Board made decisions to increase the support funding for these civic organizations.

- Sallisaw Chamber of Commerce, \$48,000
- Sallisaw Improvement Corporation, \$35,000
- Boys and Girls Club, \$20,000
- KiBois, \$40,000
- Sallisaw Main Street, \$20,000

Board and city staff discussed the possibility of a tall Christmas tree for the downtown area. City Manager presented funding suggestions and showed a type of tree that could be obtained. Board agreed to allow staff to purchase a tree using a combination of GRDA community funds and city budget.

A decision was made to increase the budget for asphalt overlay to \$600,000.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ended at 3:38 p.m.

Approved this 10th day of June 2024.

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk

[Seal]

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, 2024, through June 30, 2025. 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 _____ day of _____, 2024.

Judge of Judicial Administrative District

APPROVED as to form the legality this _____ day of _____, 2024.

District Attorney

PASSED AND APPROVED by the Mayor and Council of the City of Sallisaw, Oklahoma
this 10th day of June, 2024.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

APPROVED as to form the legality this _____ day of _____, 2024.

JOHN ROBERT MONTGOMERY, City Attorney

GENERAL LEASE

This lease, made this 10th day of June, 2024, 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 2024, to the 30th day of June, 2025. 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 10th day of June 2024, 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 \$20,000.00. It is understood that said sum of \$20,000.00 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, 2024, and shall terminate on June 30, 2025.

WITNESS OUR HANDS the 10th day of June 2024 at Sallisaw, Oklahoma.

CITY OF SALLISAW, 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 10th day of June 2024, 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 \$48,000.00. It is understood that said sum of \$48,000.00 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, 2024, and shall terminate on June 30, 2025.

WITNESS OUR HANDS the 10th day of June 2024, at Sallisaw, Oklahoma.

CITY OF SALLISAW, 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 10TH day of JUNE, 2024, 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 \$35,000.00, for the fiscal year 2024-2025 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)

Approved as to form:

City Attorney

AGREEMENT

This Agreement made and entered into this 10th day of June 2024, 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 twenty thousand dollars (\$20,000.00) 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, 2024 and terminate on June 30, 2025.

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

ATTEST:

Kim Jamison, City Clerk
(Seal)

**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 10th day of June 2024, 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 2024-2025, beginning July 1, 2024, and ending June 30, 2025.
- 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 forty thousand dollars (\$40,000.00) 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 10th day of June 2024.

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 1st day of July 2024 (**lease date**), by and between City of Sallisaw, a Municipal Corporation, LESSOR, and Paul Greg Gambill, II, 1445 N. Main Street, Mulberry, Arkansas 72947, 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, 2025, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease 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 and Fifty Dollars (\$150.00) per month, payable in advance on or before the 1st day of each month. The lease payment may be made monthly or yearly. The lease amount of this hangar may be changed by the **LESSOR** upon a written 60-day notice.
4. **LESSEE** agrees the building leased shall be used for 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, Aviation, of the Sallisaw Code of Ordinances.
8. All utilities provided to the hangar shall be the responsibility of the **LESSEE**.

9. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of **LESSOR**, after being authorized by the **LESSOR**. At any time, **LESSEE** may submit a request for improvements to the **LESSOR** and **LESSOR** shall consider those improvements and perform the same if **LESSOR** sees a cost benefit and a list of the requested improvements. Any damage caused by the **LESSEE** shall be repaired and paid for by the **LESSEE** or billed to the **LESSEE**, for prompt payment, if repaired by the **LESSOR**. Damages repaired by the **LESSEE** shall meet the standards of the **LESSOR** and must be approved by the **LESSOR** prior to repairs being completed.
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. Only approved parking spaces shall be used.
 - f. No open flame heaters shall be stored or operated within the hangar.
11. 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 this 10th day of June 2024.

LESSOR: City of Sallisaw, A Municipal Corporation	LESSEE:
_____ Ernie Martens, Mayor	_____ Owner
Attest:	
_____ Kim Jamison, City Clerk [Seal]	_____ Name printed

Approved as to Form:

John Robert Montgomery, City Attorney

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 10th day of June, 2024, 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, 2024 and will terminate on 30th day of June, 2025, 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 10th day of June, 2024.

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 10th day of June, 2024, 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, 2024 and will terminate on 30th day of June, 2025, 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 10th day of June, 2024.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF VIAN, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

GENERAL LEASE

This lease made and entered into this 10th day of June 2024, 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 2024 to the 30th day of June 2025.
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 (\$2,300.00)* per month, payable in advance on the 1st day of each month, beginning July 1, 2024.
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	LESSEE: Sallisaw NOW Coalition
Ernie Martens, Mayor	Chairman
Attest:	
	Name printed
Kim Jamison, City Clerk	
[Seal]	

LEASE WITH AGREEMENT TO REMOVE LIME WASTE

This Agreement and Lease is entered into this 10th day of June, 2024, 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, 2024, to the 30th day of June, 2025, 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

**AGREEMENT
BRUSHY LAKE CAMP HOST**

This Agreement made and entered into this 10th day of June 2024, 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 the 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, 2024 (Effective Date), through June 30, 2025 (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 a 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 campsite 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 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, daily.
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 the necessary 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

ATTEST:

(Seal)

Kim Jamison, City Clerk

Approved as to form: _____

John Robert Montgomery, City Attorney

AGREEMENT

This Fixed Base Operator Agreement and Lease made and entered into this 10th 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 2024** (Effective Date), through the **30th day of June, 2025** (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 #: _____

RESOLUTION NO. 2024-10

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, 2024, 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, 2024, and ending on the 30th day of June, 2025, unless prior to June 30, 2025, 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 10TH day of June, 2024.

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. 2024-11

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, 2024, 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, 2024, and ending on the 30th day of June, 2025, unless prior to June 30, 2025, 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 10TH day of June, 2024.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2024.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2024-12

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: 3BPD L70X4LF105225**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2024, 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, 2024, and ending on the 30th day of June, 2025, unless prior to June 30, 2025, 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 10TH day of June, 2024.

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. 2024-13

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, 2024, 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, 2024, and ending on the 30th day of June, 2025, unless prior to June 30, 2025, 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 10TH day of June, 2024.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2024.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject:

ITEM TITLE: Consider Motion to Recess Board of City Commissioners Meeting In Order to Call the Sallisaw Municipal Authority Meeting to Order

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject:

ITEM TITLE: Consider Motion to Reconvene the Board of City Commissioners Meeting

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Law Enforcement Mutual Aid Agreement

ITEM TITLE: Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw

INITIATOR: Chief of Police

STAFF INFORMATION SOURCE: Chief of Police
City Attorney

BACKGROUND: The current agreement will expire on June 30, 2024. Approval will renew the interlocal agreement through June 30, 2025.

EXHIBITS:

KEY ISSUES: Current agreement expires June 30, 2024.

FUNDING SOURCE: N/A

RECOMMENDATION: 1. Approval of Resolution 2024-14.
2. Approval of Law Enforcement Mutual Aid Agreement.

RESOLUTION 2024-14

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 Statute 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 10th day of June, 2024, 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, 2024 through and including June 30, 2025.

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 10th day of June, 2024.

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 10th day of June, 2024.

JOHN ROBERT MONTGOMERY,
Sallisaw City Attorney

Passed and approved by the Sequoyah County Board of Commissioners on this the ____ day of _____, 2024.

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 _____, 2024.

LARRY LANE, Sheriff
Sequoyah County, Oklahoma

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this _____ day of _____, 2024.

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 _____, 2024.

GENTNER DRUMMOND, Attorney General
Attorney General, State of Oklahoma

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Hospital Sales Tax Agreement

ITEM TITLE: Discussion and possible action on Resolution 2024-15; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority*

INITIATOR: City Attorney

STAFF INFORMATION SOURCE: Ctiy Attorney
City Manager

BACKGROUND: The current Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority expires on June 30th. Approval of this item will renew the agreement for the next fiscal year.

EXHIBITS: 1. City.Resolution.24.15.sales tax.hospital

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2024-15

RESOLUTION 2024-15

**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, 2024 and ending June 30, 2025.

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, 2024 and ending June 30, 2025, by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City.

PASSED AND APPROVED THIS 10th day of June, 2024.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Workers' Compensation Insurance

ITEM TITLE: Discussion and possible action on FY 2024-25 Oklahoma Municipal Assurance Group (OMAG) Invoice in the Amount of \$274,678.00, and Escrow Use Form for Workers' Compensation Insurance Renewal

INITIATOR: City 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 2024-2025 is \$274,678.00, paid quarterly.

Our current escrow balance is \$297,443.88

EXHIBITS: 1. Sallisaw WCV140025608 Invoice 20240528
2. Escrow Use Form (formerly agreement form)

KEY ISSUES: None

FUNDING SOURCE: General Fund #010-51105. For FY 25 we budgeted \$397,319.00

RECOMMENDATION: Approval of FY 2024-2025 OMAG invoice in the amount of \$274,678.00, and escrow use form for workers' comp insurance renewal. balance.



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

Date of Invoice: 5/28/2024

INVOICE-Workers' Compensation Aggregate Deductible Plan

Mail To: City of Sallisaw P.O. Box 525 Sallisaw, OK 74955-0525	Insured: City of Sallisaw Policy No.: WCV140025608 Effective Date: 7/1/2024 Expiration Date: 7/1/2025
---	--

Inst. No.	Date	Transaction Type	Amount
1	7/1/2024	Renewal	\$68,669.50

Est. Annual Premium: 122,648.00 Loss Fund Aggregate Ded. Amt: 122,600.00 OMAG Admin. Fee: 29,430.00 Total Premium: 274,678.00 Total Policy Balance Before Payment: \$274,678.00	Current Amount Due: \$68,669.50 Payment Due By: 7/1/2024
---	---

**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: WCV140025608 Insured Name: City of Sallisaw Invoice Number: 21431	Amount Due: \$68,669.50 Payment Due By: 7/1/2024
--	---

PLEASE REMIT PAYMENT TO:

OMAG

P. O. Box 3091

Edmond, OK 73083

2024-2025 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) \$ 297,443.88

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

_____ 1. We will use \$ _____ of our Escrow Credit to reduce our 2024-2025 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 2024-2025 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.

Date

Signature of Authorized Representative

Printed Name and Title

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

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Surplus Vehicle

ITEM TITLE: Discussion and possible action on staff's request to declare one (1) 2006 Ford Expedition LS, VIN 1FMPU14566LA53786, and two (2) Glock .40 caliber firearms, SN NEZ860 and NEZ861, as surplus and authorize staff to transfer ownership to Sallisaw Public Schools

INITIATOR: Police Chief
Police Captain

STAFF INFORMATION SOURCE: Captain Hutchinson

BACKGROUND: Sallisaw Police Department would like to donate an Expedition, and firearms, which are currently not being utilized by SPD, to Sallisaw Public Schools. The vehicle and firearms will be utilized by the newly established Police Department within the public school system. This donation is intended to support the operational needs and enhance security measures of the Sallisaw Public Schools Police Department. The SPD is committed to ensuring that this transfer is conducted in accordance with all applicable legal and regulatory requirements.

EXHIBITS: 1. Vehicle

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Declare 2006 Ford Expedition LS and 2 Glock firearms as surplus and authorize the transfer to Sallisaw Public Schools.



AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Nutrition Center Utilities and Lease

ITEM TITLE: Discussion and possible action regarding DOCServices Inc. (DOCS) of Miami, Oklahoma, request for assistance with the utilities of the Sallisaw Senior Center; and possible action on Lease Agreement between DOCServices Inc. and the City of Sallisaw

INITIATOR: DOC Services
City Manager

STAFF INFORMATION SOURCE: DOC Services
Utility Billing Statements

BACKGROUND: DOC Services will be taking over management of the Sallisaw Nutrition Center on July 1, 2024. They are requesting assistance with utilities going forward. Attached you will find information on recent billing statements of the nutrition center. The most recent 12-month average of their billing statements is \$1,133.93. This includes electric, water, sewer, and sanitation.

For DiamondNet services, we provide both basic video and Internet services at no charge.

EXHIBITS: 1. DOC Services Request
2. Nutrition Center Utilities
3. LEASE AGREEMENT 24.25

KEY ISSUES:

- DOC will assume operations of the center on July 1, 2024.
- In the past, the city has not given assistance to the management of the facility. We do assist in maintaining the building, including replacement of appliances, heat and air units, and other needed repairs.
- DOC is a non-profit, providing services in several other Oklahoma counties.

FUNDING SOURCE: NA

RECOMMENDATION:

- a. Provide guidance to staff on DOC Services request to assist with utilities.
- b. Approve the lease agreement as presented.



June 4, 2024

To Whom It May Concern:

We would like to formally introduce DOCServices, Inc. as the new Older American's Act and ADvantage Medicaid Waiver provider for Cherokee, Adair and Sequoyah Counties. At the request of the State Department on Aging, we are stepping in to insure there are no gaps in service to your area as MC Nutrition will no longer be providing senior services. DOCServices, Inc. has a longstanding reputation as being a nonprofit senior service provider for over 43 years in Delaware, Ottawa and Craig Counties and we are excited to now include your area. We pride ourselves with providing a personal caring touch to our clients and plan to keep the same local caring staff the clients are accustomed to.

We would like to request assistance with the utilities of the Sallisaw Senior Center. We understand time is very limited for this request and would like to assure you we normally do all city requests by February each year. In the 43 years we have been serving seniors, all local municipalities have kindly provided a multitude of services including all utility cost. While we understand all city governments are different, we hope you will also consider supporting your seniors with this request.

We expect this to be a seamless transition with no disruption of service as we transition into managing the nutrition project and being the local meal provider on July 1st, 2024. Your constituents will continue to see the familiar faces of their current delivery drivers. We look forward to partnering with you for years to come to serve our clients! If any questions or concerns arise, please do not hesitate to contact us we welcome open lines of communication.

Sincerely,

B.J. Mooney
Executive Director

Caselle Connect® Customer Inquiry

Customer: Customer 22353 of 38231

306.3240.00.02 MC NUTRITION PO BOX 1882 Account balance: 1,012.16
115 W REDWOOD AVE A Balance due: 05/20/2024 .00
306324000 MUSKOGEE OK 74402-1882 Last payment: 05/14/2024 947.79-

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Detail Billed Usage Chart Billed Amount Chart Billing Chart

	05/31/2024	04/30/2024	03/31/2024	02/29/2024	01/31/2024	12/31/2023	11/30/2023	10/31/2023	05/31/2023	
Electric	608.36	560.72	497.92	583.76	428.27	500.83	484.64	572.26	602.64	
Electric usage	5,717	5,258	4,653	5,480	3,982	4,681	4,525	5,450	5,747	
Electric CPBA	30.87	24.71	40.02	45.48	18.72	51.02	70.14	109.00	92.53	
Water	29.60	26.50	26.50	26.50	26.50	26.50	29.60	26.50	24.00	
Water usage	3	2	1	1	2	2	3	2	0	
Sewer	22.75	20.00	20.00	20.00	20.00	20.00	22.75	20.00	17.00	
Garbage	260.00	260.00	260.00	260.00	260.00	260.00	260.00	260.00	208.00	
St Solid Waste Fee	.25	.25	.25	.25	.25	.25	.25	.25	.25	
Curbie	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Reconnect	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Tax	60.33	55.61	49.38	57.89	42.47	49.67	48.06	56.75	59.76	
NSF	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Penalty	.00	.00	.00	.00	.00	.00	.00	140.93	.00	
Total charges	1,012.16	947.79	894.07	993.88	796.21	908.27	915.44	1,185.69	1,004.18	
Previous balance	947.79	894.07	993.88	796.21	908.27	915.44	1,044.76	1,409.28	1,004.89	
Payments	947.79-	894.07-	993.88-	796.21-	908.27-	915.44-	1,044.76-	1,550.21-	1,004.89-	
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00	

1,012.16 947.79 894.07 993.88 796.21 908.27 915.44 1,044.76 1,004.18

Display

☒ Amounts

☒ Usages

☐ Payment detail

☐ Adjustment detail

Summarize by

☐ Detail

☒ Service

☐ Service category

Caselle Connect® Customer Inquiry

Customer: Customer 22353 of 38231

306.3240.00.02 MC NUTRITION PO BOX 1882 Account balance: 1,012.16
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Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Detail Billed Usage Chart Billed Amount Chart Billing Chart

	04/30/2023	03/31/2023	02/28/2023	01/31/2023	12/31/2022	11/30/2022	10/31/2022	09/30/2022	04/30/2022	
Electric	576.45	449.39	423.92	420.54	401.62	556.50	487.67	1,016.87	.00	
Electric usage	5,491	4,249	4,000	3,967	3,782	5,296	4,694	9,944	0	
Electric CPBA	112.02	99.00	76.00	97.98	79.80	141.93	126.74	194.90	.00	
Water	29.50	29.50	32.25	29.50	29.50	26.75	29.50	24.00	.00	
Water usage	4	4	5	4	4	3	4	0	0	
Sewer	21.50	21.50	23.75	21.50	21.50	19.25	21.50	17.00	.00	
Garbage	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	.00	
St Solid Waste Fee	.25	.25	.25	.25	.25	.25	.25	.25	.00	
Curbie	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Reconnect	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Tax	57.17	44.57	42.04	41.70	39.83	55.19	48.36	100.84	.00	
NSF	.00	.00	.00	.00	.00	.00	.00	.00	.00	
Penalty	.00	.00	.00	78.05	.00	.00	.00	.00	.00	
Total charges	1,004.89	852.21	806.21	897.52	780.50	1,007.87	922.02	1,561.86	.00	
Previous balance	852.21	806.21	819.47	780.50	1,007.87	922.02	1,460.87	1,009.92	.00	
Payments	852.21-	806.21-	819.47-	858.55-	1,007.87-	922.02-	1,460.87-	1,110.91-	.00	
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00	

1,004.89 852.21 806.21 819.47 780.50 1,007.87 922.02 1,460.87 .00

Display

☒ Amounts

☒ Usages

☐ Payment detail

☐ Adjustment detail

Summarize by

☐ Detail

☒ Service

☐ Service category

Billing Date	Amount
5/31/2024	\$ 1,012.16
4/30/2024	\$ 947.79
3/31/2024	\$ 894.07
2/29/2024	\$ 993.88
1/31/2024	\$ 796.21
12/31/2023	\$ 908.27
11/30/2023	\$ 915.44
10/31/2023	\$ 1,185.69
9/30/2023	\$ 1,570.69
8/31/2023	\$ 1,614.08
7/31/2023	\$ 1,484.54
6/30/2023	\$ 1,284.30
12-mth total	\$ 13,607.12
Avg	\$ 1,133.93

LEASE AGREEMENT

This agreement, made and entered into on this the 1st day of July, 2024 to the 30th day of June, 2025, by and between the City of Sallisaw, Oklahoma, Party of the First Part, hereinafter called "Lessor" and DOCServices Inc. (DOCS) of Miami, 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 MUTUALL 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 the 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 for the 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 10th day of June 2024.

City of Sallisaw, Oklahoma

By: _____
Mayor

Attest:

City Clerk

(Seal)

DOCServices, Inc. (DOCS)

By: _____
Project Director

Approved as to form : _____
City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: June 10, 2024
Board: Board of City Commissioners
Subject: Telecommunications Rates

ITEM TITLE: Consider Approval of Resolution 2024-16; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: This resolution reflects proposed rate changes to various items previously adopted in the Master Fee Schedule. This resolution reflects the board approval of RES 50M to 100M transitional price of \$39.95 to \$49.95 after 3 months. Note that this change will decrease the current 100M subs from 59.95 to 49.95. RES 150M transitions to 500M instead of 200M as reflected in the May Agenda Item. Also, remote replacement will be charged at cost. Changes will be effective June 21, 2024.

EXHIBITS: 1. 2024-16 DNet Rates_City Resolution
2. Master DNet Rate Schedule for adjustments

KEY ISSUES: For Video, we have the following changes:

- \$3 increase for Digital Basic for Residential and Commercial Subs
- \$2 increase for Digital Advanced for Residential and Commercial Subs

For Internet, we have the following changes:

- RES Wave7: Leave all W7 subs as is until they are reassigned to the Calix tiers.
- RES 100M: Decrease price from \$59.95 to \$49.95.
- RES 150M: Decrease price from \$79.95 to \$74.95 and increase speed from 150M to 500M.
- RES 200M: Decrease price from \$99.95 to \$84.95 and increase speed from 200M to 1G.
- RES 50M: Transition from 50M to 100M with a transitional price of \$39.95 to \$49.95 after 3 months.
- COM 50M: Increase price from \$59.95 to \$64.95.
- COM 100M: Decrease price from \$89.95 to \$79.95.
- COM 200M: Increase speed from 200M to 250M with no price change.
- COM 1G: Offer for \$399.95

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Resolution 2024-16

RESOLUTION 2024-16

A RESOLUTION AMENDING THE TELECOMMUNICATIONS RATE SCHEDULE FOR THE CITY OF SALLISAW, AND SUPERSEDING PREVIOUS RESOLUTIONS

WHEREAS, certain rates and fees charged to subscribers of the telecommunications system known as DiamondNet have previously been adopted by the Board of City Commissioners in prior resolutions; and

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

WHEREAS, the City Manager has reviewed these rates and fees with the Board of City Commissioners, and the Board of City Commissioners have determined it is necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Telecommunications Rate Schedule and set certain rates and fees in separate resolutions if needed.

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

Section 1: The rates and fees charged to subscribers of the telecommunications system known as DiamondNet shall be amended in its entirety to reflect the following rates and fees as provided in Exhibit “A” attached hereto.

Section 2: Supersede Previous Resolutions. This resolution shall supersede in its entirety these rates and fees that may have previously been established in prior resolutions.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on June 21, 2024.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 10th day of June 2024.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

City of Sallisaw & Sallisaw Municipal Authority
Telecommunications Rate and Fee Schedule
Exhibit A

Effective June 21, 2024

All rates and fees are charged monthly unless otherwise noted

Rate Code	Description	Monthly Rate	New Rate/Fee
Residential and Commercial Video Packages			
TP1	DiamondNet Triple Play -Basic (Residential Only)		
	DiamondNet Triple-Play (\$4.90 discount)	\$ 117.95	\$ 120.95
	Digital Basic Video(006), 20Mbps Internet(240) & Residential Phone Package(TRU)		
	With Internet TP40MB(242)	\$ 137.95	\$ 140.95
	With Internet TP60MB(243)	\$ 157.95	\$ 160.95
	With Internet TP80MB(244)	\$ 182.95	\$ 185.95
	With Internet TP Adv 50MB(245)		\$125.95
	With Internet TP Adv 100MB(246)		\$135.95
	With Internet TP Adv 150MB 500 MB(247)		\$160.95
	With Internet TP Adv 200MB 1GB(248)		\$170.95
TP2	DiamondNet Triple Play -Advanced (Residential Only)		
	DiamondNet Triple-Play (\$4.90 discount)	\$ 129.95	\$ 131.95
	Digital Advanced Video(010), 20Mbps Internet(240) & Residential Phone Package(TRU)		
	With Internet TP40MB(242)	\$ 149.95	\$ 151.95
	With Internet TP60MB(243)	\$ 169.95	\$ 171.95
	With Internet TP80MB(244)	\$ 194.95	\$ 196.95
	With Internet TP Adv 50MB(245)		\$136.95
	With Internet TP Adv 100MB(246)		\$146.95
	With Internet TP Adv 150MB 500 MB(247)		\$171.95
	With Internet TP Adv 200MB 1GB(248)		\$181.95
DP1	Double Play Residential		
	DiamondNet Double Play (\$2.95 discount)	\$ 89.95	\$ 92.95
	Digital Basic Video(006) & 20 Mbps Internet(240)		
	With Internet DP40MB(242)	\$ 109.95	\$ 112.95
	With Internet DP60MB(243)	\$ 129.95	\$ 132.95
	With Internet DP80MB(244)	\$ 154.95	\$ 157.95
	With Internet TP Adv 50MB(245)		\$97.95
	With Internet TP Adv 100MB(246)		\$107.95
	With Internet TP Adv 150MB 500 MB(247)		\$132.95
	With Internet TP Adv 200MB 1GB(248)		\$142.95
DPB	Double Play Basic Commercial		
	DiamondNet Double Play (\$2.95 discount)		\$112.95
	Digital Basic Video(050) & 10 Mbps Internet(250)		
	With Internet DP20MB(251)		\$147.95
	With Internet DP40MB(253)		\$177.95
	With Internet DP50MB(252)		\$214.95
	With Internet DP100MB(254)		\$333.00

	With Internet DP Adv 50MB(256)	\$122.95
	With Internet DP Adv 100MB(257)	\$137.95
	With Internet DP Adv 200MB(258)	\$217.95
	With Internet DP Adv 1 GB(259)	\$457.95
DPA	Double Play Advanced Commercial	
	DiamondNet Double Play (\$2.95 discount)	\$139.95
	Digital Advanced Video(051) & 10 Mbps Internet(250)	
	With Internet DP20MB(251)	\$174.95
	With Internet DP40MB(253)	\$204.95
	With Internet DP50MB(252)	\$241.95
	With Internet DP100MB(254)	\$360.00
	With Internet DP Adv 50MB(256)	\$149.95
	With Internet DP Adv 100MB(257)	\$164.95
	With Internet DP Adv 200MB(258)	\$244.95
	With Internet DP Adv 1 GB(259)	\$484.95
006	Digital Basic (65 channels)	\$ 57.95 \$ 60.95
010	Digital Advanced	\$ 69.95 \$ 71.95

Equipment

301	SD / HD Converter-No DVR (included with DB)	Included
302	SD / HD Converter-No DVR - Additional	\$ 2.95
303	250GB HD DVR -Up to 250GB	\$ 10.00
305	Digital HD Converter No DVR (Monthly)	\$ 8.00
306	Digital Cable Card Lease (monthly)	\$ 5.95
307	High Capacity HD DVR 250GB+	\$ 16.00
no change	Damaged or Unusable Converter Boxes (Each)	Billed at Cost
no change	Unreturned SD & HD Converters (Each)	Billed at Cost

Commercial Video Packages

050	Digital Basic (5 outlets included)	\$ 57.95 \$ 60.95
051	Digital Advanced (5 outlets included)	\$ 85.95 \$ 87.95
052	Commercial Music Only (Per Digital Box)	\$ 58.95
057	Additional Outlets (per outlet)	\$ 9.95

Commercial Bulk Video Packages

801	Bulk Rate (Per Unit)	\$ 10.00
800	Bulk Rate (Per Unit - All 3 Services)	\$ 9.00
802	HBO (per unit)	\$ 4.25
803	Cinemax (per unit)	\$ 4.00
804	Showtime/TMC (per unit)	\$ 4.00
805	Starz/Encore (per unit)	\$ 4.00

Digital Tiers

011	Games & Sports Tier	\$ 5.95
014	High Definition Basic Tier	NC

Premium Movie and Pay Per View (PPV)

101	HBO	\$	18.00	
102	Showtime Unlimited	\$	13.00	
103	Cinemax	\$	13.00	
104	Starz Super Pak	\$	13.00	
	PPV Movie (6 Hour Block)	\$	9.95	
	Discount 1 premiums	\$	(3.00)	
	Discount 2 premiums	\$	(6.00)	
	Discount 3 premiums	\$	(9.00)	
	Discount 4 premiums	\$	(14.00)	

Other Video Fees (Applies to all video accounts)

001	Copyright Fee per customer	\$	0.65	
000	FCC Fee per customer	\$	0.09	
008	Retransmission Fee per customer	Billed at Cost		

Residential and Commercial Internet PackagesResidential High-Speed Internet (Fiber)

240	20 MB 20/10	\$	34.95	
242	40 MB 40/20	\$	54.95	
243	60 MB 60/30	\$	74.95	
244	80 MB 80/40	\$	99.95	
245	Res Advanced 50 MB 50/12.5 ⁴	\$	39.95	\$ 49.95
246	Res Advanced 100 MB 100/25 ¹	\$	59.95	\$ 49.95
247	Res Advanced 150 500 MB	\$	79.95	\$ 74.95
248	Res Advanced Gaming 200 MB 200/100 1GB (Res Only) ¹	\$	99.95	\$ 84.95

All residential Internet packages include 5 email accts

¹Service subject to availabilityCommercial High-Speed Internet (Fiber)

250	10 MB 10/10	\$	54.95	
251	20 MB 20/20	\$	89.95	
253	40 MB 40/40	\$	119.95	
252	50 MB 50/50	\$	156.95	
254	100 MB 100/100 symetrical	\$	275.00	
255	1GB Commercial symetrical	\$	799.00	
256	Com Advanced 50 MB 50/50 ³	\$	59.95	\$ 64.95
257	Com Advanced 100 MB 100/100 ³	\$	89.95	\$ 79.95
258	Com Advanced 200 250 MB	\$	159.95	No \$ Change
259	Com Advanced 1 GB	\$	399.95	New
	Single Static IP Address	NC		
205	Static IP Address - Additional ²	\$	5.00	each
210	Point to Point Intranet (5 Mbps) ³	\$	150.00	
211	Point to Point Intranet (10 Mbps) ³	\$	200.00	
212	Point to Point Setup Fee	\$	300.00	

² All commercial Internet packages include 1 static IP if needed³ Service subject to availabilityDiamondNet Wireless (Not used for Marble City Accounts)

DW1	1 Mbps Wireless	\$	29.95
DW2	3 Mbps Wireless	\$	39.95
DW3	5 Mbps Wireless	\$	49.95
DW4	10 Mbps Wireless (limited availability)	\$	75.95
DW5	20 Mbps Wireless (limited availability)	\$	125.95
	Wireless Standard Install	\$	100.00
	Wireless standard install with router	\$	125.00

Residential and Commercial Phone Packages

TLA	Business Advanced with Unlimited LD	\$	35.95
TAM	Business Advanced with Metered LD .02/min	\$	27.95
TBU	Business Basic Service with Unlimited LD	\$	27.95
TBU	Must purchase 1 TLA package		
TBM	Business Basic Service with metered LD .02/min	\$	22.95
TBM	Must purchase 1 TAM package		
TLE	Business Executive with Unlimited LD	\$	45.95
TEM	Business Executive with Metered LD .02/min	\$	35.95
TAC	Activation Fee (per line) One time Fee	\$	5.00
TS3	Business Call Path Local Metered LD .02/min	\$	599.00
	Ad Tran equipment, one time cost	\$	500.00
	Installation, one time cost	\$	349.00
TS7	Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$	0.23
TRU	Residential Unlimited. All features and unlimited LD	\$	29.95
TRB	Residential Basic. All features with metered LD @ .02/ min	\$	20.95
TLL	Residential Life Line (bare line no features)	\$	10.00
TAC	Activation Fee (per line) One time Fee	\$	5.00
	Change of Address (Transfer Fee)	\$	10.00
	Change Telephone Book Listing	\$	10.00
	Change Telephone Number	\$	10.00
	Disconnect Toll Free Number	\$	10.00
	Add Additional Line	\$	10.00
	Line Disconnect	\$	10.00
	Toll Free Change, Termination of Number	\$	10.00
	Toll Free Number Add LNP	\$	10.00
	Toll Free Add New Number	\$	10.00
	Migrate Residential Phone to Office	\$	10.00
	Add Extension to Hosted	\$	10.00
	Misc Enterprise Add On (Momentum Service)	Cost	

Installation, Repair and Other Charges

658	Activation Fee (applies to all services)	\$	19.95
601	Standard Install - Pre-wired	\$	19.95 each
602	Standard Install - Unwired (up to 3 outlets)	\$	39.95 per hour
603	HDTV Install/Upgrade	\$	9.95 per call
604	Custom Install Hourly Rate	\$	40.00
605	Change of Service - Technician Required	\$	9.95 each
606	Change of Service - Electronic	No Charge	each
607	Additional/Relocate Outlet - At Initial Install	\$	9.95 each

608	Additional/Relocate Outlet - Separate Trip	\$	19.95	
NSF	NSF Returned Check Fee	\$	25.00	each
LCG	Late Fee (applied on total due)		1.5%	each
610	Reconnect Fee (Non Pay Accounts)	\$	25.00	
614	Wall Fish - Additional Charge Per Outlet	\$	50.00	each
615	Wire Maintenance (per month)	\$	3.95	each
616	Service Call without Maintenance Plan	\$	29.95	
617	Network Interface Card (subject to sales tax)	\$	19.95	each
620	HDMI Cable 6 ft	\$	14.95	each
621	HDMI Cable 12 ft	\$	19.95	each
622	Router Setup (Non-Dnet sale)	\$	19.95	each
623	Router Lease (subject to sales tax)	\$	3.95	each
304	Remote Control (Replacement or Additional)		Billed at Cost	
624	Calix Range Extender (per month)		\$4.95	

Rate/Fee Schedule Notes:

All rates and fees are charged monthly unless otherwise noted.

~~Item deleted from rate schedule~~ (Represents items changed or deleted from schedule)



ADMINISTRATIVE REPORTS

Meeting Date:	June 10, 2024
Board:	Board of City Commissioners
Subject:	Administrative Reports

Upcoming Events

- June 10: BOCC Regular Meeting, Adoption of FY 2025 budget.
- July 1: Start of new FY 2025
- July 4: Holiday
- July 8: BOCC Regular Meeting
- August 12: BOCC Regular Meeting

City Manager Reports

Aquatic Facility: Bids are being awarded on June 10, 2024.

Economic Development activity still remains very strong with numerous requests and discussions taking place. Development is still pending, but moving on South Kerr.

City staff have been in contact with the contractor at QuickTrip concerning the degradation of Lennington and Shilo roads due to truck traffic hauling shale. The Street Department has made temporary repairs to some of the worst areas. We continue to monitor the area for other repairs needed.

Electric Rates: No update on rates at this time. Below is the current status. Once the Budget is completed, we will begin working on the rates again.

"At their April 10 Board of Directors meeting, GRDA approved new rate schedules to go into effect October 1, 2024. We continue to work with our electric rate consultant on the adjustments that will be needed on our end. Once we are comfortable with the numbers, we will present them to the Board at a future meeting. Our new rates must be approved and implemented prior to October 1, 2024."

Staff continues to document the required Lead Water Service Line Inventory as required by ODEQ. This inventory must be submitted by October 16, 2024. We estimate we are about 20% complete with this.

Update on ODEQ Consent Order 23-256: ODEQ has asked us to complete two tasks related to Consent Order 23-256. Staff continues to work on this request.

>>Item 1: Detailed evaluation and procedures for future lab testing for copper.

>>Item 2: List of industrial customers who discharge into our sewer system.

Update on Landfill Phase II project. The Corps of Engineers and EPA continue to review our documents related to our Phase II expansion. We await the June 27 date noted below for any further updates. **"EPA and OASACW have mutually agreed to extend the HQ coordination**

timeframe for this draft AJD to June 27, 2024. The Tulsa District Regulatory Office has been directed not to take action to finalize this draft AJD before this date without additional direction."

Social Media: We have stepped up our efforts on social media posts. Jessica and Lisa have been working on this and have scheduled out many posts throughout the next few weeks.

Active Projects:

- Aquatic Complex (Scheduled to be awarded at the June 10 SMA meeting)
- McGee Sewer Lift Station
- Hwy 59 North Electric and Fiber Relocation
- South Cedar Tree Removal and Easement Clearing
- South Cedar Electric Line Upgrade
- Engineering for Lennington, Drake Road Water Loop
- Landfill Cell 8A
- Airport Wind Cone
- Airport Taxiway/Apron Seal Coat
- Landfill Methane Collection System
- Relocation of PD Firearm Range to WWTP
- Replacement of Storm Sirens
- Fryar Drive Sewer Line
- Landfill Phase II Project
- Electric AMI: GRDA has issued a Purchase Order to UTS for the electric meters and data collection system.
- Water AMI: Staff is reviewing meter quantities and scaling back the project due to denial of the OWRB grant/loan.



