

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

April 14, 2025

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. Pledge of Allegiance**
- 4. Presentation of Proclamation declaring April 14, 2025, as Polly Lackey Day in the City of Sallisaw, Oklahoma**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Possible action on consent agenda**
 - (a) Possible action on the regular minutes of March 10, 2025
 - (b) Possible Action on Invoice paid report for March 2025
 - (c) Possible action to Cast Official Ballot for Lindsey Grigg-Moak, City Clerk, El Reno and Julie Casteen, City Manger, Coweta, for two (2) Positions on the Board of Trustees of the Oklahoma Municipal Assurance Group (OMAG); Each for Three (3) Year Terms Commencing on July 1, 2025

- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Receive follow-up presentation from Mr. Jacob Robinette concerning placement of proposed sign, as well as a mock-up of the sign for the rodeo grounds, and possible action or direction from Council**
- 9. Discussion and possible action on appointment of a City of Sallisaw Representative to the Eastern Oklahoma Development District (EODD) Board of Directors for a 3-year term expiring June 30, 2028**
 - (a) Appoint representative**
 - (b) Appoint Alternate Representative**
- 10. Discussion and possible action on Ordinance 2025-05; An Ordinance Amending Chapter 66, Article III, Section 66-71, to the Sallisaw Code of Ordinances, Repealing Section 66-71 and Adopting and Enacting the Following New Section 66-71 to the Sallisaw Code of Ordinances; and declaring an emergency**
- 11. Discussion and possible action on Ordinances 2025-06; An Ordinance Appealing Article V, Sections 22-131 Thru 22-180 of Chapter 22 of the Code of Ordinances of the City of Sallisaw and Adding a New Article V, Sections 22-131 Thru 22-180 to Chapter 22 of the City of Sallisaw Code of Ordinances; and Declaring an Emergency (Itinerant Vendor License)**
- 12. Discussion and possible action on Ordinance 2025-07; An Ordinance Repealing Article III, Section 22-72, of Chapter 22, to the Sallisaw Code of Ordinances (Coin-Operated Amusement Devices)**
- 13. Discussion and Possible Action on Change Order #1 in the amount of \$17,450.00 for the Water System Improvements-Drake/Lenington Water Loop Project; Patriot Utilities**
- 14. Discussion and possible action on donation of steel building from Millison Casting Technology LLC to be utilized to expand the capacity of the Animal Care Facility**
- 15. Discussion and possible action on items related to the Street Improvements - 2025 Milling and Overlay Project**

- (a) Possible Action on acceptance of bids
- (b) Possible Action to awarding contract to McKenzie Asphalt, LLC of Muldrow, Oklahoma, in the amount of \$487,657.56
- (c) Possible action on Resolution 2025-02; A Resolution Authorizing the City Manager to Approve Change Orders on the Street Improvements - 2025 Milling and Overlay Project up to \$40,000.00 in the City of Sallisaw, Oklahoma

16. Discussion and Possible action on the Request for Proposals/Qualifications for the development of a City-wide Comprehensive Master Plan.

- (a) Possible action on selecting Olsson (Oklahoma City) as the firm of record for this project and authorize the City Manager to engage with them to begin the project for the quoted price of \$122,018.00

17. Discussion and possible action on the settlement offer, in the amount of \$6,000.00, from ESIS/Managed Claims Services, acting on behalf of XL Ins America, Inc. (Altice), for damages to City property on August 22, 2024

18. Discussion and possible action on a Master Services Agreement between City of Sallisaw and Rent Fun, LLC of Northville, Michigan for the placement of a kiosk for kayacks at Brushy Park

19. Discussion and possible action on Purchase Order No. 104928, issued to Techline, Inc. of Cleveland, Oklahoma, in the amount of \$20,150.00 for wire for the Electric system

20. Discussion and possible action on Purchase Order No. 104935, issued to Traffic and Lighting Group, Inc. of Oklahoma City, Oklahoma, in the amount of \$35,000.00 in order to upgrade the stop light at McGee Street and Cherokee Avenue

21. Discussion and possible action on Purchase Order No. 104937, issued to River City Hydraulics, of Sherwood, Arkansas, in the amount of \$90,289.50 for a new ECO Ram Sewer Jetter on Trailer for the Water/Sewer Department

22. Discussion and possible action on staff's request to invest the Sallisaw Reserve Certificate of Deposit with National Bank for 182 Days at 4.59% Interest

23. Discussion and possible action on extending the stay of condemnation of the below Case Numbers in order to allow for the sale of properties and appropriate action taken by new owners

- (a) Possible action to extend stay until next regularly scheduled meeting on Case #02-25-2C, Condemnation of Dilapidated Structure for 2412 East Cherokee Avenue (Old Ed's Truck Stop)
- (b) Possible action to extend stay until the next regularly scheduled meeting on Case #02-25-3C; Condemnation of Dilapidated Structure for 2550 East Cherokee Avenue (Old Golf Course)

24. Discussion and possible action on Planning Commission Case No. PC 2025-001; rezoning request from One-Family Residence District (R-1) to Multi-Family Residence District (R-3) by Sallisaw Apartment Partners, LLC, and Ordinance 2025-08; and declaring an emergency

25. Receive update on economic development and grant activities

26. Receive update on current and future projects

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

28. Administrative reports

29. Adjourn

Posted: April 11, 2025

Time: 11:50 a.m.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MARCH 10, 2025

The Board of City Commissioners met in a regular meeting on March 10, 2025, 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 March 7, 2025, at 1:20 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Skylar Fullbright, Blakley Smith, Gene Martin, Travis Buchanan, John Weber,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Economic Development Director Computer Technician Senior Code Inspector IT Manager Grants Specialist Superintendent - Electric Superintendent - Equipment Services Code Enforcement Officer Captain
Others present:	Lynn Adams; J.W. Fleetwood; Stephanie Six; Jose Perez; Jerel Driscoll; Robert Lee Morris; Michael Hogan; 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. Pledge of Allegiance

The City Manager led everyone in the Pledge of Allegiance.

4. Installation of Kenny Moody, Commissioner Ward 1, and Julian Mendiola, Commissioner Ward 3

The City Manager swore in Kenny Moody and Julian Mendiola.

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

None.

6. Possible action on consent agenda

a Possible action on minutes of regular meeting of February 10, 2025

b Possible action on invoice paid report for February 2025

c Acknowledge Mayor's Reappointment of Lavonne Shoemaker to the Sallisaw Library Board for a Three-Year Term, Expiring April 2028

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

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

None.

8. Discussion and possible action on Ordinance 2025-05; An Ordinance Amending Chapter 66, Article III, Section 66-71, to the Sallisaw Code of Ordinances, Repealing Section 66-71 and Adopting and Enacting the Following New Section 66-71 to the Sallisaw Code of Ordinances; and declaring an emergency

Motion was made by Mendiola, seconded by Moody, to table Ordinance 2025-05 until the April meeting. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

9. Discussion and possible action on Supplemental Watershed Agreement No. 11 for the Sallisaw Creek Watershed, updating construction cost estimates for the rehabilitation of Sallisaw Creek Site 33

Motion was made by Mendiola, seconded by Bailey, for approval of Supplemental Watershed Agreement No. 11. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

10. Discussion and possible action on appointing Brian Heverly as the City of Sallisaw's Authorized Agent with the Oklahoma Municipal Retirement Fund (OkMRF)

Motion was made by Hamilton, seconded by Moody, to appoint Brian Heverly as the City's Authorized Agent with the Oklahoma Municipal Retirement Fund. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

11. Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2025 audit services and landfill calculations

Motion was made by Mendiola, seconded by Hamilton, for approval of audit engagement letters with Jana A. Walker CPA, PLLC. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

12. Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw

Motion was made by Moody, seconded by Hamilton, for approval of Letter of Engagement with RS Meacham, CPA's. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

13. Discussion and possible action on previously approved Purchase Order No. 104323, issued to Gray Brothers Equipment of Poteau, Oklahoma, which was \$600.00 over

the approved amount for purchase of a skid steer for the Parks Department

Motion was made by Bailey, seconded by Moody, to acknowledge the \$600 overage on Purchase Order No. 104323 issued to Gray Brothers. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

14. Discussion and possible action on Purchase Order No. 104626, issued to Techline, Inc. of Cleveland, Oklahoma, in the amount of \$27,063.59 for Electric system stock materials

Motion was made by Mendiola, seconded by Hamilton, for approval of Purchase Order No. 104626 in the amount of \$27,063.59. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

15. Discussion and possible action on Purchase Order No. 104628, issued to Dunn Ford of Stigler, Oklahoma, in the amount of \$49,610.00 for the purchase of one (1) 2023 Ford Single Cab and Chassis only, 4x4, 7.3L V8 for the Tree Trimming Department

Motion was made by Hamilton, seconded by Moody, for approval of Purchase Order No. 104628 in the amount of \$49,610.00 to Dunn Ford. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

16. Discussion and possible action on extending the stay of condemnation of the below Case Numbers in order to allow for the sale of properties and appropriate action taken by new owners

a Possible action to extend stay until next regularly scheduled meeting (April 14) on Case #02-25-2C, Condemnation of Dilapidated Structure for 2412 East Cherokee Avenue (Old Ed's Truck Stop)

Motion was made by Moody, seconded by Hamilton, to approve (request to) extend stay on Case #02-25-2C until the April 14th meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

b Possible action to extend stay until the next regularly scheduled meeting (April 14) on Case #02-25-3C; Condemnation of Dilapidated Structure for 2550 East Cherokee Avenue (Old Golf Course)

Motion was made by Moody, seconded by Hamilton, to approve (request to) extend stay on Case #02-25-3C until the April 14th meeting. Vote: Moody aye; Hamilton aye; Bailey

aye; Mendiola aye; Martens aye. Motion carried 5-0.

17. Discussion and possible action on Engineering Contract between the City of Sallisaw and Neel, Harvell and Associates, P.C., in the amount of \$11,100.00, for engineering services related to Sanitary Sewer System Improvements - Elm St/Locust Sewer Line Replacement

Motion was made by Mendiola, seconded by Bailey, for approval of Engineering Contract. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

18. Discussion and possible action to award a contract to Larry Williams of Greenwood, Arkansas, in the amount of \$84,377.00 for Sanitary Sewer System Improvements - Elm St/Locust St Sewer Line Replacement

Motion was made by Hamilton, seconded by Moody, to award contract to Larry Williams of Greenwood, AR in the amount of \$84,377.00 for Sanitary Sewer Improvements - Elm/Locust. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

19. Discussion and possible action on items related to the Dog Park Project

a Discussion and possible action on Purchase Order No. 104669, issued to Happy Playgrounds, LLC of Tulsa, Oklahoma in the amount of \$35,383.00 for dog park equipment and installation

Motion was made by Mendiola, seconded by Hamilton, for approval of Purchase Order No. 104669 in the amount of \$35,383.00. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

b Discussion and possible action on Purchase Order No. 104671, issued to Modern Fencing of Ft Smith, Arkansas, in the amount of \$13,298.22 for fencing

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No. 104671 in the amount of \$13,298.22. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

20. Discussion and possible action on Purchase Order No. 104679, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$36,513.00 for the purchase of one (1) 2025 Chevrolet Colorado for the Meter Reader Services Department

Motion was made by Hamilton, seconded by Moody, for approval of Purchase Order No. 104679 to John Vance Fleet Services in the amount of \$36,513.00. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

21. Discussion and possible action to convene in Executive Session to consider employee disability in order for OkMRF to waive the 10% additional income tax for early distribution of employee-only retirement contributions for a non-vested city employee; as authorized by Title 25 O.S., § 307 (B) (1) (7)

The City Attorney recommended Executive Session. Motion was made by Mendiola, seconded by Moody, to move to Executive Session. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Executive Session began at 6:37 p.m.

22. Possible action to reconvene in Regular Session

Motion was made by Moody, seconded by Bailey, to reconvene to Regular Session. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. Regular Session reconvened at 6:42 p.m.

23. Possible action pursuant to Executive Session

Motion was made by Moody, seconded by Bailey, for approval of the item (to waive the 10% additional income tax for early distribution of employee-only retirement contributions) as discussed in executive session. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 5-0.

24. Receive update on economic development and grant activities

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

25. Receive update on current and future projects

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

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

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

27. Administrative reports

The City Manger reviewed the notes included in the agenda packet, for informational purposes only.

28. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:15 p.m.

Approved this 14th day of April, 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2025 Election of TWO Trustees

For a three-year term starting July 1, 2025

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- _____ Lindsey Grigg-Moak, City Clerk, El Reno (Incumbent)
- _____ Vickie Patterson, City Manager, Broken Bow (Incumbent)
- _____ Karl Burkhardt, City Administrator / Grants Administrator, Stonewall
- _____ Julie Casteen, City Manager, Coweta
- _____ Tim Crissup, Councilman, Waynoka
- _____ Daniel McClure, Mayor, McLoud
- _____ Michéal Shannon, City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2025
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2025*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

LINDSEY GRIGG-MOAK (Incumbent) Lindsey is the City Clerk for El Reno. She has worked in municipal government for 17 years. Grigg-Moak handles media/marketing for OMCTFOA, is the WiMG president and serves as a Director for the National Association of Public Treasurers. Lindsey is the current Vice-Chairman on the OMAG Board, serving 4 years. (El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

VICKIE PATTERSON (Incumbent) Vickie is the City Manager for the City of Broken Bow. Vikie has worked in municipal government for 28 years. She received the Gerald D. Wilkins City Manager of the Year in July 2023. Patterson is an active Board Member on Oklahoma Municipal Assurance Group (OMAG) board for 7 years. (Broken Bow participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

KARL BURKHARDT Since 2017, Karl Burkhardt serves the Town of Stonewall as City Administrator/Grants & Finance Manager. Karl has a heart for small, rural Oklahoma towns, holding the Towns East seat on the OML Board of Directors. His expertise provides solutions for all towns with organizational and funding challenges and needs. (Stonewall participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

JULIE CASTEEN Julie Casteen is the City Manager for Coweta and has been with the City for eight years. Julie has worked for several municipalities throughout her career as Finance Director, Budget Manager, and HR Director. She has an MBA and BS in Biology. Julie is active on local boards and nonprofits. (Coweta participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TIM CRISSUP My name is Tim Crissup, I'm a retired teacher, football coach, and volunteer firefighter. I have been a council member for 30+ years at the City of Waynoka. I have always been interested in the community and how to make it a better place for our children. (Waynoka participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan)

DANIEL McCLURE Daniel has served as Mayor of McLoud, Vice-Mayor/City-Councilman in Midwest City, General Counsel for the Oklahoma Municipal League, and as a municipal attorney and prosecutor for several Oklahoma municipalities. Daniel has advocated for strong communities for more than a decade and wants to continue to help build strong municipalities statewide. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, born and raised in the Oklahoma Panhandle has dedicated over 45 years of his life to public service. Currently City Manager for Guymon, he has been instrumental in shaping local policies and advocating in state and federal government to benefit the quality of life for generations to come. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: EODD Board of Directors

ITEM TITLE: Discussion and possible action on appointment of a City of Sallisaw Representative to the Eastern Oklahoma Development District (EODD) Board of Directors for a 3-year term expiring June 30, 2028

INITIATOR: EODD

STAFF INFORMATION SOURCE: EODD

BACKGROUND: Julian Mendiola is the current representative. He asked to see if someone else would like to serve as the representative. The meetings are on the 3rd Thursday of the month in Muskogee.

Josh Bailey is the current alternate representative. He is willing to continue.

EXHIBITS:

KEY ISSUES: EODD needs to be notified by April 18th.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of appointment of City of Sallisaw representative and alternate on the Eastern Oklahoma Development District Board of Directors.

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Ordinance 2025-05

ITEM TITLE: Discussion and possible action on Ordinance 2025-05; An Ordinance Amending Chapter 66, Article III, Section 66-71, to the Sallisaw Code of Ordinances, Repealing Section 66-71 and Adopting and Enacting the Following New Section 66-71 to the Sallisaw Code of Ordinances; and declaring an emergency

INITIATOR: Garret Graham

STAFF INFORMATION SOURCE:

BACKGROUND: At the last meeting, the Commission tabled the decision until this meeting to allow for additional discussion with the Superintendent (and possible support from the school board) and the requestor to appear before the Board and answer specific questions. Shortly thereafter, the school Superintendent relayed that they would not be bringing this up to the school board and would not support it. Recommend striking this action altogether.

EXHIBITS: 1. ORDINANCE 2025.05 2
2. unnamed

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend striking the action.

ORDINANCE 2025-05

AN ORDINANCE AMENDING CHAPTER 66, ARTICLE III, SECTION 66-71, TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 66-71 AND ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 66-71 TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

BE IT ORDINANED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW , OKLAHOMA.

SECTION 1.

That Chapter 66, Section 66-71 of Article III be amended by repealing and striking the same and enacting the following, to wit:

ARTICLE III – OFFENSES AGAINST PUBLIC SAFETY

Section 66-71. - Carrying concealed weapons; discharge of firearms.

- (a) It is unlawful for any person to carry concealed upon or about his person any weapon such as a bowie knife, dirk, dagger, metal knuckle, switchblade knife or other dangerous or deadly weapon or instrument, except when doing so in line of duty or as may be permitted by state law.
- (b) It is unlawful for any person to discharge a firearm in the city except when doing so in line of duty, when lawfully doing so in defense of oneself, of another person or of property, or when otherwise authorized by state law or ordinance.
- (c) **Exception:** *That Sallisaw High School Skeet and Trap team may, under the direction of an Oklahoma Scholastic Shooting Sports Program Certified Instructor, conduct practice from a single firing point, located at 35.45487, -94.82014 with a firing azimuth of 298 degrees and a range fan of 45 degrees. The use of only #7 ½, #8 or #9 shot is permitted as the surface danger zone is completely located on Sallisaw Public Schools property. Participants must be students at the school and members of the team or coaches thereof.*

SECTION 2.

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

PASSED AND APPROVED, this 10th day of March 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK

[SEAL]



AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Itinerant Vendors License

ITEM TITLE: Discussion and possible action on Ordinances 2025-06; An Ordinance Appealing Article V, Sections 22-131 Thru 22-180 of Chapter 22 of the Code of Ordinances of the City of Sallisaw and Adding a New Article V, Sections 22-131 Thru 22-180 to Chapter 22 of the City of Sallisaw Code of Ordinances; and Declaring an Emergency (Itinerant Vendor License)

INITIATOR: Vendors
Administrative Clerk
City Manager
City Clerk

STAFF INFORMATION SOURCE:

BACKGROUND: Changes include:

- Allows for mobile vendors.
- If a business' clientele are primarily minors, then a background is required.
- Sets hours of operation.
- Allows for a license to be issued daily, monthly or yearly.
- Licenses can be denied if the applicant has a felony conviction.
- Clarification of Special Event Vendors.
- Added restrictions on food sales from vehicles.

EXHIBITS: 1. Itinerant vendors license 2025 DRAFT
2. Itinerant vendors license 2025 final

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Review and make recommendations or Approval of Ordinance 2025-06.
- b. If approved, Approval of Emergency Clause

ORDINANCE 2025-06

AN ORDINANCE REPEALING ARTICLE V, SECTIONS 22-131 THRU 22-180 OF CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SALLISAW AND ADDING A NEW ARTICLE V, SECTIONS 22-131 THRU 22-180 TO CHAPTER 22 OF THE CITY OF SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Article V, Sections 22-131 thru 22-180 of the Sallisaw Code of Ordinances be repealed and replaced with a new Article V, Sections 22-131 thru 22-180, to-wit:

ARTICLE V. TRANSIENT MERCHANTS AND VENDORS

Division 1. Generally

Section 22-131. Definitions

- A. *Transient Merchant, Itinerant Merchant or Itinerant Vendor* is defined as any **adult person**, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling, ~~and~~ delivering, **and/or giving away** goods, wares and merchandise within the city, except those engaging in garage sale, sales of non-profit entities and/or organizations, special event vendors at special events, and those selling handcrafted furniture, artworks and/or crafts, fruits, vegetables and food products at the farmer's market.
- B. *Salespersons, Solicitors, Peddlers and Order Takers* is defined as any person(s) who goes from place to place, or door-to-door, selling merchandise or other items.
- C. *Special Event Vendor* is defined as a vendor selling goods or services at any special event located in the Sallisaw city limits, under the authority of the sponsorship of the entity who has been issued a special event permit.

Section 22-132 thru 22-135: Reserved

Division II. Obtaining Licenses, Operations and Enforcement

Section 22-136 License Requirements, Applications and Duration

- A. It is unlawful for any Itinerant Vendor to sell, offer for sale, exhibit for sale, **give away**, or exhibit for the purpose of taking orders for the sale thereof, any goods or merchandise in the city without first obtaining a license as provided for in this Division.
- B. The city clerk shall issue to any Itinerant Vendor a license authorizing such itinerant vendor to sell, exhibit for sale, **give away**, offer for sale, or exhibit for the purpose of taking orders for the sale thereof in the city his goods or merchandise only after such itinerant vendor shall have fully complied with all provisions of this article and shall have paid the license fees provided for in this article, which sum shall be compensation to the city for the services required of it pursuant to this article and to enable the city to partially defray the expenses of enforcing the provisions of this article.
- C. Prior to making application for an Itinerant Vendor License, the Itinerant Vendor shall obtain a valid State of Oklahoma Sales Tax Permit, **a copy of** which shall be provided to the City at time application is made. Applicant shall note that failure to pay sales tax under any previously issued license or permit, or other billing statements or fees justly due to the City, shall be grounds for denial of the application and/or the issuance of citations. The City of Sallisaw shall report all sales tax collection violations to the Oklahoma Tax Commission.
- D. Prior to beginning sales, the Itinerant Vendor shall **make** application to the City Clerk, or their designee, for an Itinerant Vendor Licenses. Such application may be made in person, or electronically, if available. **Application shall be made at least 15 days prior to beginning sales.** At minimum, the following information is required:
1. Name and ownership name(s) of the business.
 2. Permanent addresses of the business.
 3. Name of agent making application. Requires credentials authorizing the applicant to act as agent on behalf of the business.
 4. **In the case of stationary vendors the location(s) where sales will be made and proof of permission to operate from the private or commercial property owner.**
 5. **In the case of mobile vendors, a description of each vehicle and license plate.**
 6. Starting and ending dates vendor will make sales within the city limits of Sallisaw.
 7. A statement of the nature and character of the goods, wares, services or merchandise to be sold or offered for sale by the applicant. It shall be noted if sales are direct sales or sales by taking orders for future delivery.
 8. A copy of the current and valid State of Oklahoma Sales Tax Permit in the name of the person or business making application.
 9. **Applicants must provide a copy of a valid and current state or federally issued identification.**

10. Any merchant or employee at a business whose primary clients can reasonably be assumed to be minors must provide a background check or show proof of a prior background check conducted within the last 90 days.
 11. Provide a copy of health permit issued by the Sequoyah County Health Department, if required.
- E. Upon receipt of an Itinerant Vendor License application, the office of the City Clerk, or their designee, shall review the vendor's application and sales tax information. If the vendor has conducted business within Sallisaw during the last 36-months, the City Clerk, or their designee, shall may review sales tax remittance from the vendor if the information is available. Failure to pay sales tax from past sales shall be grounds for denial of the license.
- F. Itinerant vendors who sell at different locations within the city limits of Sallisaw shall obtain a license for each location.
- G. Prior to issuance of an Itinerant Vendor License, Licensee shall pay a license fee of ~~\$25.00~~ \$20.00 per day, \$230.00 per month or \$700.00 per year, per site, unless otherwise specified in the Sallisaw Master Fee Schedule.
- H. ~~Itinerant Vendors will not be issued more than one license during a 90-day period.~~
- I. The license shall:
1. ~~The license shall be issued for one day increments up to a maximum of fourteen (14) continuous days.~~ The license fee shall be per day-chosen rate, per site. (Example: A 2 day license shall be the license fee x 2 days x number of sites).
 2. Be valid only within the city limits of the city.
 3. Be valid only for the time period specified on the license.
 4. Be valid only for the business stated in the application.
 5. Be displayed openly by the vendor once issued.
- J. If, at the time of application, the Itinerant Vendor obtains a license for two or more sites to sell goods or services, then those sites must conduct sales simultaneously and the licenses shall be issued for the same time period. ~~Licenses issued for the same time periods for multiple locations shall be understood as being one issuance for the 90-day period.~~
- K. The City Clerk, or their designee, shall keep a record of all such licenses and of any complaints made against the license holder.

- L. For those vendors who do not meet the definition of an Itinerant Vendor, they must obtain a business permit as required for operations, if required by other sections of the Sallisaw City Code of Ordinances.
- M. The issuance of a license allows the vendor to operate, as per the application, between the hours of 7:00 a.m. to 10:00 p.m. daily.

Section 22-137 Transfer of License

The license permit provided for in this division shall not be transferable nor give authority to more than one person to conduct a business as an itinerant merchant/vendor, but any persons having obtained such license may have the assistance of one or more persons in conducting the business.

Section 22-138 Revocation/Denial of Licenses

- A. The licenses issued pursuant to this article may be revoked by the City Clerk after notice for any of the following causes:
 - 1. Any fraud or misrepresentation or false statement made in the application for a license.
 - 2. Revocation or suspension of an official State of Oklahoma Sales Tax Permit or State or Sequoyah County Health Department permit.
 - 3. Failure to submit sales tax due on sales of goods, wares or merchandise.
 - 4. Any violation of this article.
 - 5. Conducting business licensed under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
 - 6. Convictions of a felony 10 years before, and through the end date of the license.
- B. If licenses are revoked, the vendor shall not be entitled to any refund of fees paid to obtain the license(s). Nor will they be granted another license for a minimum of one year.

Section 22-139 License Exemptions

The following types of vendors shall be exempt from the license requirements of this Article:

- a) Citizens engaging in garage sales conducted in a residential or agricultural zoned district. (Reference Section 22-101 of the Sallisaw Code of Ordinances)
- b) Those engaging in sales for non-profit organizations where the sale is conducted on commercial property.
- c) Vendors participating in special events, arranged by non-profit or government entities, who have obtained a special event permit.

- d) Those who sell handcrafted furniture, artworks, crafts, fruits, vegetables and food products at a recognized farmer's market.
- e) Food trucks and food trailers directly connected to city metered electric and/or water utilities where deposits and applications have been properly made. If food trucks and food trailers operate in a location where electric and water are paid by the property owner, the food trucks and food trailers must furnish a lease agreement between them and the property owner, otherwise an Itinerant Vendor License shall be required.
- f) Any general sale, fair, auction, or bazaar sponsored by any church or religious organization.
- g) Vendors, or other organizations, or non-profit organizations, selling fireworks during the time allowed during the July 4th holiday shall not be required to obtain an Itinerant Vendor License. However, the vendor may be required to register and obtain a business license as required in Section 22-31 and 22-32 of the Sallisaw Code of Ordinances.
- h) **Any individual delivering food. However, such individuals must be an employee at a licensed merchant or licensed by a delivery service.**

Section 22-140 Special Event Vendors

Vendors who meet the definition of a Special Event Vendor, as stated in Section 22-131 of this Article, shall be exempt from obtaining licenses as required by this Article. However, in order to participate in any special event, **the vendor must register with the Event host. In order to host an event an application for a Special Event Permit must be completed and approved by the City prior to the event.** ~~the Special Event Vendors shall register with the City. This registration may be made to the City Clerk, or to the holder of the Special Event Licenses.~~ **All holders of a Special Event Permit shall provide the City with a list of all vendors participating in the Event no less than seven (7) days prior to the event. The City will then verify there are no vendors that are ineligible to operate as an Itinerant Vendor.** ~~All registrations shall be gathered and filed by the City Clerk.~~

Section 22-141 Loud Noises and Speaking Devices

~~No licensee under this article, nor anyone in his behalf,~~ **Licensees are limited to 80 decibels of noise** ~~(shall shout, make any outcry, blow a horn, ring a bell or buzzer any other sound device, including any loud-speaking radio or amplifying system),~~ **while moving, but must reduce to 60 decibels while stationary and off while not conducting business,** upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom capable of being plainly heard upon the streets, avenues, alleys or parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such license proposes to sell.

Section 22-142 Going Upon Private Residences for Solicitations

- A. The practice of going to, in or upon the premises of any private residence in the city by door-to-door salespersons, solicitors, peddlers and order takers, without the express consent, request or invitation of the owner or the occupant of such private residence, for the purpose of soliciting orders for the purchase or for the sale of goods, wares, or

publications or merchandise of any description, or the purpose of peddling, or hawking the goods, wares, publications or merchandise, or for the purpose of soliciting subscriptions thereto, is hereby prohibited.

- B. This section shall not apply to salespersons, solicitors, peddlers or order takers representing sales of local nonprofit or charitable organizations.

Section 22-143 Duty of Code Enforcement and Police to Enforce

It is the duty of the code enforcement and police officers of the city to examine all places of business and persons within the city limits of Sallisaw subject to the provisions of this article, to determine if this article has been complied with and to enforce the provisions of this article against any person found to be violating the same.

Section 22-144 Review of Sales Tax Remittance by Itinerant Vendors.

Periodically, the City Clerk, or their designee, ~~shall~~ **may** review sales tax remittance by Itinerant Vendors who have conducted sales within the city limits of Sallisaw. If found that Itinerant Vendors have failed to remit sales tax for sales made within the city limits of Sallisaw, the Itinerant Vendor's application, and other supporting documentation, shall be forwarded to the Oklahoma Tax Commission.

Section 22-145 Prohibition on Use of Public Right-of-Way

No ~~transient~~ **itinerant** merchant, solicitor, or peddler shall engage in business within any portion of any public right-of-way unless specifically approved by the City. Any placement of signs shall follow adopted ordinances and rules for placement as specified in the City of Sallisaw Code of Ordinances.

Section 22-146 Penalties and Fees

A person who shall violate a section of this chapter, or who shall fail to comply with any section of this chapter, or with any of the requirements of this chapter, or who shall erect, construct, alter or repair a sign in violation of this chapter shall be guilty of a misdemeanor, punishable as provided in Section 1-8 of this Code. Each day upon which a violation continues shall be deemed a separable offense.

License fees, if any, shall be paid to the City in accordance with this Article, and as adopted in the City of Sallisaw Master Fee Schedule.

Section 22-147 Restrictions on Food Sales From Vehicles.

- (a) All operators of vehicles from which food is sold under the provisions of this article shall comply with all traffic regulations.
- (b) All food sales vehicle vendors shall be permitted to stop temporarily to sell food or beverages on the public right-of-way, other than on state highways, on arterial streets or within public parks, but such stops must not impede the normal flow of traffic nor constitute a traffic hazard.
- (c) All vehicles which are used for food sales and which are equipped with any device designed for sound production, amplification or reproduction shall comply with the provisions of 22-141 of this Code.

Section 22-147 ~~148~~ thru 22-180: Reserved

SECTION 2.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion, or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 3.

The City Clerk is hereby directed to enter and amend the Sallisaw Code of Ordinances, as authorized and approved by this Ordinance.

SECTION 4.

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

PASSED AND APPROVED this ____ day of _____, 2025

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

ORDINANCE 2025-06

AN ORDINANCE REPEALING ARTICLE V, SECTIONS 22-131 THRU 22-180 OF CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SALLISAW AND ADDING A NEW ARTICLE V, SECTIONS 22-131 THRU 22-180 TO CHAPTER 22 OF THE CITY OF SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Article V, Sections 22-131 thru 22-180 of the Sallisaw Code of Ordinances be repealed and replaced with a new Article V, Sections 22-131 thru 22-180, to-wit:

ARTICLE V. TRANSIENT MERCHANTS AND VENDORS

Division 1. Generally

Section 22-131. Definitions

- A. *Transient Merchant, Itinerant Merchant or Itinerant Vendor* is defined as any adult, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling, delivering, and/or giving away goods, wares and merchandise within the city, except those engaging in garage sale, sales of non-profit entities and/or organizations, special event vendors at special events, and those selling handcrafted furniture, artworks and/or crafts, fruits, vegetables and food products at the farmer's market.
- B. *Salespersons, Solicitors, Peddlers and Order Takers* is defined as any person(s) who goes from place to place, or door-to-door, selling merchandise or other items.
- C. *Special Event Vendor* is defined as a vendor selling goods or services at any special event located in the Sallisaw city limits, under the authority of the sponsorship of the entity who has been issued a special event permit.

Section 22-132 thru 22-135: Reserved

Division II. Obtaining Licenses, Operations and Enforcement

Section 22-136 License Requirements, Applications and Duration

- A. It is unlawful for any Itinerant Vendor to sell, offer for sale, exhibit for sale, give away, or exhibit for the purpose of taking orders for the sale thereof, any goods or merchandise in the city without first obtaining a license as provided for in this Division.
- B. The city clerk shall issue to any Itinerant Vendor a license authorizing such itinerant vendor to sell, exhibit for sale, give away, offer for sale, or exhibit for the purpose of taking orders for the sale thereof in the city his goods or merchandise only after such itinerant vendor shall have fully complied with all provisions of this article and shall have paid the license fees provided for in this article, which sum shall be compensation to the city for the services required of it pursuant to this article and to enable the city to partially defray the expenses of enforcing the provisions of this article.
- C. Prior to making application for an Itinerant Vendor License, the Itinerant Vendor shall obtain a valid State of Oklahoma Sales Tax Permit, a copy of which shall be provided to the City at time application is made. Applicant shall note that failure to pay sales tax under any previously issued license or permit, or other billing statements or fees justly due to the City, shall be grounds for denial of the application and/or the issuance of citations. The City of Sallisaw shall report all sales tax collection violations to the Oklahoma Tax Commission.
- D. Prior to beginning sales, the Itinerant Vendor shall make application to the City Clerk, or their designee, for an Itinerant Vendor Licenses. Such application may be made in person, or electronically, if available. Application shall be made at least 15 days prior to beginning sales. At minimum, the following information is required:
 - 1. Name and ownership name(s) of the business.
 - 2. Permanent addresses of the business.
 - 3. Name of agent making application. Requires credentials authorizing the applicant to act as agent on behalf of the business.
 - 4. In the case of stationary vendors the location(s) where sales will be made and proof of permission to operate from the private or commercial property owner.
 - 5. In the case of mobile vendors, a description of each vehicle and license plate.
 - 6. Starting and ending dates vendor will make sales within the city limits of Sallisaw.
 - 7. A statement of the nature and character of the goods, wares, services or merchandise to be sold or offered for sale by the applicant. It shall be noted if sales are direct sales or sales by taking orders for future delivery.
 - 8. A copy of the current and valid State of Oklahoma Sales Tax Permit in the name of the person or business making application.
 - 9. Applicants must provide a copy of a valid and current state or federally issued identification.

10. Any merchant or employee at a business whose primary clients can reasonably be assumed to be minors must provide a background check or show proof of a prior background check conducted within the last 90 days.
 11. Provide a copy of health permit issued by the Sequoyah County Health Department, if required.
- E. Upon receipt of an Itinerant Vendor License application, the office of the City Clerk, or their designee, shall review the vendor's application and sales tax information. If the vendor has conducted business within Sallisaw during the last 36-months, the City Clerk, or their designee, may review sales tax remittance from the vendor if the information is available. Failure to pay sales tax from past sales shall be grounds for denial of the license.
- F. Itinerant vendors who sell at different locations within the city limits of Sallisaw shall obtain a license for each location.
- G. Prior to issuance of an Itinerant Vendor License, Licensee shall pay a license fee of \$20.00 per day, \$230.00 per month or \$700.00 per year, per site, unless otherwise specified in the Sallisaw Master Fee Schedule.
- H. The license shall:
1. The license fee shall be per chosen rate, per site. (Example: A 2-day license shall be the license fee x 2 days x number of sites).
 2. Be valid only within the city limits of the city.
 3. Be valid only for the time period specified on the license.
 4. Be valid only for the business stated in the application.
 5. Be displayed openly by the vendor once issued.
- I. If, at the time of application, the Itinerant Vendor obtains a license for two or more sites to sell goods or services, then those sites must conduct sales simultaneously and the licenses shall be issued for the same time period.
- J. The City Clerk, or their designee, shall keep a record of all such licenses and of any complaints made against the license holder.
- K. For those vendors who do not meet the definition of an Itinerant Vendor, they must obtain a business permit as required for operations, if required by other sections of the Sallisaw City Code of Ordinances.
- L. The issuance of a license allows the vendor to operate, as per the application, between the hours of 7:00 a.m. to 10:00 p.m. daily.

The license permit provided for in this division shall not be transferable nor give authority to more than one person to conduct a business as an itinerant merchant/vendor, but any persons having obtained such license may have the assistance of one or more persons in conducting the business.

Section 22-138 Revocation/Denial of Licenses

- A. The licenses issued pursuant to this article may be revoked by the City Clerk after notice for any of the following causes:
1. Any fraud or misrepresentation or false statement made in the application for a license.
 2. Revocation or suspension of an official State of Oklahoma Sales Tax Permit or State or Sequoyah County Health Department permit.
 3. Failure to submit sales tax due on sales of goods, wares or merchandise.
 4. Any violation of this article.
 5. Conducting business licensed under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
 6. Convictions of a felony 10 years before, and through the end date of the license.
- B. If licenses are revoked, the vendor shall not be entitled to any refund of fees paid to obtain the license(s). Nor will they be granted another license for a minimum of one year.

Section 22-139 License Exemptions

The following types of vendors shall be exempt from the license requirements of this Article:

- a) Citizens engaging in garage sales conducted in a residential or agricultural zoned district. (Reference Section 22-101 of the Sallisaw Code of Ordinances)
- b) Those engaging in sales for non-profit organizations where the sale is conducted on commercial property.
- c) Vendors participating in special events, arranged by non-profit or government entities, who have obtained a special event permit.
- d) Those who sell handcrafted furniture, artworks, crafts, fruits, vegetables and food products at a recognized farmer's market.
- e) Food trucks and food trailers directly connected to city metered electric and/or water utilities where deposits and applications have been properly made. If food trucks and food trailers operate in a location where electric and water are paid by the property owner, the food trucks and food trailers must furnish a lease agreement between them and the property owner, otherwise an Itinerant Vendor License shall be required.
- f) Any general sale, fair, auction, or bazaar sponsored by any church or religious organization.

- g) Vendors, or other organizations, or non-profit organizations, selling fireworks during the time allowed during the July 4th holiday shall not be required to obtain an Itinerate Vendor License. However, the vendor may be required to register and obtain a business license as required in Section 22-31 and 22-32 of the Sallisaw Code of Ordinances.
- h) Any individual delivering food. However, such individuals must be an employee at a licensed merchant or licensed by a delivery service.

Section 22-140 Special Event Vendors

Vendors who meet the definition of a Special Event Vendor, as stated in Section 22-131 of this Article, shall be exempt from obtaining licenses as required by this Article. However, in order to participate in any special event, the vendor must register with the Event host. In order to host an event an application for a Special Event Permit must be completed and approved by the City prior to the event. All holders of a Special Event Permit shall provide the City with a list of all vendors participating in the Event no less than seven (7) days prior to the event. The City will then verify there are no vendors that are ineligible to operate as an Itinerant Vendor.

Section 22-141 Loud Noises and Speaking Devices

Licensees are limited to 80 decibels of noise (shout, outcry, horn, bell or buzzer any other sound device, including any loud-speaking radio or amplifying system), while moving, but must reduce to 60 decibels while stationary and off while not conducting business, upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom capable of being plainly heard upon the streets, avenues, alleys or parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such license proposes to sell.

Section 22-142 Going Upon Private Residences for Solicitations

- A. The practice of going to, in or upon the premises of any private residence in the city by door-to-door salespersons, solicitors, peddlers and order takers, without the express consent, request or invitation of the owner or the occupant of such private residence, for the purpose of soliciting orders for the purchase or for the sale of goods, wares, or publications or merchandise of any description, or the purpose of peddling, or hawking the goods, wares, publications or merchandise, or for the purpose of soliciting subscriptions thereto, is hereby prohibited.
- B. This section shall not apply to salespersons, solicitors, peddlers or order takers representing sales of local nonprofit or charitable organizations.

Section 22-143 Duty of Code Enforcement and Police to Enforce

It is the duty of the code enforcement and police officers of the city to examine all places of business and persons within the city limits of Sallisaw subject to the provisions of this article, to determine if this article has been complied with and to enforce the provisions of this article against any person found to be violating the same.

Section 22-144 Review of Sales Tax Remittance by Itinerant Vendors.

Periodically, the City Clerk, or their designee, may review sales tax remittance by Itinerant Vendors who have conducted sales within the city limits of Sallisaw. If found that Itinerant Vendors have failed to remit sales tax for sales made within the city limits of Sallisaw, the Itinerant Vendor's application, and other supporting documentation, shall be forwarded to the Oklahoma Tax Commission.

Section 22-145 Prohibition on Use of Public Right-of-Way

No itinerant merchant, solicitor, or peddler shall engage in business within any portion of any public right-of-way unless specifically approved by the City. Any placement of signs shall follow adopted ordinances and rules for placement as specified in the City of Sallisaw Code of Ordinances.

Section 22-146 Penalties and Fees

A person who shall violate a section of this chapter, or who shall fail to comply with any section of this chapter, or with any of the requirements of this chapter, or who shall erect, construct, alter, or repair a sign in violation of this chapter shall be guilty of a misdemeanor, punishable as provided in Section 1-8 of this Code. Each day upon which a violation continues shall be deemed a separable offense.

License fees, if any, shall be paid to the City in accordance with this Article, and as adopted in the City of Sallisaw Master Fee Schedule.

Section 22-147 Restrictions on Food Sales From Vehicles.

- (a) All operators of vehicles from which food is sold under the provisions of this article shall comply with all traffic regulations.
- (b) All food sales vehicle vendors shall be permitted to stop temporarily to sell food or beverages on the public right-of-way, other than on state highways, on arterial streets or within public parks, but such stops must not impede the normal flow of traffic nor constitute a traffic hazard.

- (c) All vehicles which are used for food sales and which are equipped with any device designed for sound production, amplification or reproduction shall comply with the provisions of 22-141 of this Code.

Section 22-148 thru 22-180: Reserved

SECTION 2.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion, or clause of the ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effort and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 3.

The City Clerk is hereby directed to enter and amend the Sallisaw Code of Ordinance, as authorized and approved by this Ordinance.

SECTION 4.

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

PASSED AND APPROVED this 14th day of April, 2025

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Coin-Operated Devices

ITEM TITLE: Discussion and possible action on Ordinance 2025-07; An Ordinance Repealing Article III, Section 22-72, of Chapter 22, to the Sallisaw Code of Ordinances (Coin-Operated Amusement Devices)

INITIATOR: Deputy City Clerk

STAFF INFORMATION SOURCE: Deputy City Clerk

BACKGROUND: If passed, the Ordinance repeals the requirement to obtain a permit for coin-operated devices. Over the years, those obtaining a permit for coin-operated devices have dwindled. Only two (2) permits were issued this year and generated approximately \$360.00 in revenue.

EXHIBITS: 1. ORDINANCE 2025-07 Amusement

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2025-07.

ORDINANCE 2025-07

**AN ORDINANCE REPEALING ARTICLE III, SECTION 22-72, OF CHAPTER
22, TO THE SALLISAW CODE OF ORDINANCES**

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

SECTION 1.

That Article III, Section 22-72 of Chapter 22 relating to coin-operated amusement devices is hereby repealed in its entirety:

ARTICLE III –AMUSEMENTS

Section 22-72. – Annual license.

(a)No coin-operated amusement device may be operated by a person unless a license for such an amusement device has been obtained from the city and is publicly displayed near the machine. The annual license tax for each amusement device shall be set by the board of commissioners by motion or resolution. Application for such permit shall be made to the city manager upon forms provided by the city.

(b)Licenses shall cover all or part of the calendar year from and after the date of the application and all such licenses shall expire on December 31 of each year. A new license may be obtained for the forthcoming year in advance.

(Code 1994, § 9-302)

SECTION 2.

This ordinance shall be effective June 1, 2025.

PASSED AND APPROVED, this 14th day of **April 2025**.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Change Order #1 - Patriot Utilities

ITEM TITLE: Discussion and Possible Action on Change Order #1 in the amount of \$17,450.00 for the Water System Improvements-Drake/Lenington Water Loop Project; Patriot Utilities

INITIATOR: Superintendent - Water/Sewer
Engineer

STAFF INFORMATION SOURCE: Engineer
Contractor

BACKGROUND: To standardize service line size, it was requested that the service lines to the meters be increased from 3/4" to 1" lines. In order for this to be possible, the contractor had to install a 2" encasement pipe to carry the 1" service line under the road. This required a road bore.

Original Contract Price: \$845,927.50

Change Order #1: \$ 17,450.00

New Total \$863,377.50

EXHIBITS: 1. C.O. #1

KEY ISSUES:

FUNDING SOURCE: #010-703-5302 - Water LInes

RECOMMENDATION: Approval of Change Order #1 in the amount of \$17,450.00.

CONTRACT CHANGE ORDER

ORDER NO. 1DATE March 4, 2025CONTRACT FOR: Sallisaw Water System Improvements (Drake / Lennington Water Loop)STATE OklahomaOWNER: City of Sallisaw, Sequoyah County, OklahomaCOUNTY SequoyahJob No 23-6835

TO: Patriot Utilities, Ozark, Arkansas You are hereby requested to comply with the following changes from the contract plans and specifications

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
New Item #25: 2" Road Bore Encased in HDPE Pipe 349 LF @ \$50.00/LF		\$17,450.00
NET CHANGE IN CONTRACT		\$17,450.00

JUSTIFICATION: New 1" service lines to meters on opposite side of road from the new 12" waterline.
Contractor installed 2" encasement pipe to carry the 1" service line under road.

ORIGINAL CONTRACT PRICE \$ 845,927.50
NET CHANGE IN CONTRACT PRICE \$ +17,450.00
NEW CONTRACT PRICE \$ 863,377.50

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: Seventeen Thousand Four Hundred and Fifty Dollars and 00/100's Dollars (\$ 17,450.00)

The Contract Total including this and previous Change Orders Will Be: Eight Hundred Sixty - Three Thousand Three Hundred and Seventy - Seven Dollars and 50/100's Dollars (\$ 863,377.50)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____
(Owner)

(Date)

Recommended J. Scott Wood
(Project Manager)

3-7-2025
(Date)

Accepted [Signature]
(Contractor)

3/7/25
(Date)

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Building Donation

ITEM TITLE: Discussion and possible action on donation of steel building from Millison Casting Technology LLC to be utilized to expand the capacity of the Animal Care Facility

INITIATOR: Millison Casting Technology
City Manager
Building Development Director

STAFF INFORMATION SOURCE: City Manager
Building Development Director

BACKGROUND: Millison has offered to donate the steel storage structure that is just south of their current production facility. It is not congruous with their plans for expansion and the framework is in very good condition. We have it in our operational budget to remove and store the framework of the 40x100 steel building; the contractor's availability will be around the beginning of May. Pouring the pad, reconstruction and "finishing" will be presented as an item for the next budget year.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Acceptance of donation of steel building

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Milling and Overlay Project

ITEM TITLE: Discussion and possible action on items related to the Street Improvements - 2025 Milling and Overlay Project

INITIATOR: City Manager
Superintendent - Street

STAFF INFORMATION SOURCE: Bid Documents

BACKGROUND: Request for Bids were advertised for the Street Improvements - 2025 Milling and Overlay Project. Seven (7) bids were received. On March 20th bids were opened and read aloud. McKenzie Asphalt was the low bidder and staff recommends awarding the contract to McKenzie. They are in good standing with the Oklahoma Secretary of State and their insurance meets requirements.

Bids:

1. Moore Contracting - \$711,754.00
2. Schiralli Construction \$659,046.64
3. APAC- Central - \$560,981.47
4. EMC Services - \$629,329.68
5. Robinson Construction - \$799,3662.62
6. Parking Lot Maintenance - \$665,333.90
7. McKenzie Asphalt - \$487,657.56

Resolution 2025-02 allows the City Manger to approve Change Orders up to, but not exceeding, \$40,000.00 for all change orders related to the Milling and Overlay Project. And approved change orders will be presented to the Board for acknowledgment. This authorization ends at the completion of the project.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: #030-401-57103 - \$600,000.00 budgeted

RECOMMENDATION:

- a. Accept bids.
- b. Award contract to McKenzie Asphat in the amount of

Agenda Item -Page 1 of 2

\$487,657.56.

c. Approval of Resolution 2025-02.

BID TAB SHEET

STREET IMPROVEMENTS - 2025 MILLING OVERLAY PROJECT

BID OPENING
THURSDAY, MARCH 20, 2025
10:00 AM

COMPANY		BID AMOUNT
JOB CONSTRUCTION POTEAU, OK		NO BID
GLOVER & ASSOCIATES MUSKOGEE, OK		NO BID
MOORE CONTRACTING POCOLA, OK		\$711,754.00
SCHIRALLI CONSTRUCTION, INC WILSON, OK		\$659,046.64
FORSGREN FT SMITH, AR		NO BID
APAC-CENTRAL, INC. MUSKOGEE, OK		\$560,981.47
OKLAHOMA ASPHALT CLAREMORE, OK		NO BID
INTERSTATE ASPHALT BROKEN ARROW, OK		NO BID
EMC SERVICES LLC OKLAHOMA CITY, OK		\$629,329.68
ROBINSON CONSTRUCTION, LLC POTEAU, OK		\$799,366.62
PARKING LOT MAINT SERVICES POCOLA, OK		\$665,333.90
MCKENZIE ASPHALT MULDROW, OK		\$487,657.56

(BID TAB) - REVISED

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST										
*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides										
	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	Est Sq Yds	Asphalt Est Tons	Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00	6235 ⁰⁰	33,930.00	40,165.00
2	DELAWARE: MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56	9906.60	60,482.40	70,389.00
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33	6594.05	35,577.20	42,171.25
4	MCGEE: SPRING EAST TO SHIRLEY	Yes	1	24	1175	3,133	344.66	7205.90	36,136.15	43,342.05
5	WINTER: MCGEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00	3920.00	18,960.00	22,880.00
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33	3887.55	17,604.00	21,491.55
7	DOG POUND ROAD	No		22	1650	4,033	443.66	—	46,177.85	46,177.85
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86	—	11,647.20	11,647.20
9	CEDAR: INTERSTATE BRIDGE N TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33	13,257.35	74,370.50	87,627.85
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66	—	50,046.15	50,046.15
11	S. CHERRY: E. IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53	6467.50	29,750.80	36,218.00
12	E. WYANDOTTE: S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22	3935.30	20,018.70	23,954.00
13	VINE: ELM TO N. WALNUT PL	Yes	1	22	342	836	91.96	2633.40	10,826.20	13,459.60
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19	3330.60	12,885.60	16,216.20
TOTAL						39,284	4,321	67,373.35	458,462.45	525,835.70
OTHER COSTS (MOBILIZATION, BONDS &/OR TRAFFIC CONTROL, ETC.)										
		\$	35,145.77							
MILLING UNIT BID AMOUNT		\$	2.20			PER SQUARE YARD				
ASPHALT OVERLAY UNIT BID AMOUNT		\$	106.10			PER TON				
TOTAL:		\$	560,981.47							

(BID TAB) - REVISED

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST												
*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides												
	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	Est Sq Yds	Asphalt Est Tons	Unit Price For Milling	Unit Price For Asphalt	Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00	\$4.15	\$138.00	\$12,035.00	\$44,022.00	\$56,057.00
2	DELAWARE: MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56	\$4.15	\$138.00	\$21,638.10	\$79,151.28	\$100,789.38
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33	\$4.15	\$138.00	\$12,728.05	\$46,551.54	\$59,279.59
4	MC GEE: SPRING EAST TO SHIRLEY	Yes	1	24	1175	3,133	344.66	\$4.15	\$138.00	\$13,001.95	\$47,563.08	\$60,565.03
5	WINTER: MCGEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00	\$4.15	\$138.00	\$6,640.00	\$24,288.00	\$30,928.00
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33	\$4.15	\$138.00	\$6,088.05	\$22,263.54	\$28,351.59
7	DOG POUND ROAD	No		22	1650	4,033	443.66	\$4.15	\$138.00	\$16,736.95	\$61,225.08	\$77,962.03
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86	\$4.15	\$138.00	\$3,502.60	\$12,814.68	\$16,317.28
9	CEDAR: INTERSTATE BRIDGE N TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33	\$4.15	\$138.00	\$26,838.05	\$98,163.54	\$125,001.59
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66	\$4.15	\$138.00	\$17,981.95	\$65,779.08	\$83,761.03
11	S. CHERRY: E. IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53	\$4.15	\$138.00	\$10,736.05	\$39,265.14	\$50,001.19
12	E. WYANDOTTE: S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22	\$4.15	\$138.00	\$7,100.65	\$25,974.36	\$33,075.01
13	VINE: ELM TO N. WALNUT PL	Yes	1	22	342	836	91.96	\$4.15	\$138.00	\$3,469.40	\$12,690.48	\$16,159.88
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19	\$4.15	\$138.00	\$4,531.80	\$16,586.22	\$21,118.02
	TOTAL					39,284	4,321			\$163,028.60	\$596,338.02	\$759,366.62
OTHER COSTS (MOBILIZATION, BONDS &/OR TRAFFIC CONTROL, ETC.)		\$40,000.00										
MILLING UNIT BID AMOUNT		\$163,028.60										
ASPHALT OVERLAY UNIT BID AMOUNT		\$596,338.02										
TOTAL:		\$799,366.62										

(BID TAB)

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST										
*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides										
	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	Est Sq Yds	Asphalt Est Tons	Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00	6,525. ⁰⁰	39,933. ⁰⁰	46,458. ⁰⁰
2	DELAWARE: MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56	11,731. ⁵⁰	7,796. ⁷⁸	83,528. ²⁸
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33	6,900. ⁷⁵	42,232. ⁵⁹	49,133. ³⁴
4	MC GEE: SPRING EAST TO SHIRLEY	Yes	1	24	1175	3,133	344.66	7,049. ²⁵	43,141. ⁴¹	50,190. ⁶⁶
5	WINTER: MC GEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00	3,600. ⁰⁰	22,032. ⁰⁰	25,632. ⁰⁰
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33	3,300. ⁷⁵	20,200. ⁵⁹	23,501. ³⁴
7	DOG POUND ROAD	No		22	1650	4,033	443.66	9,074. ²⁵	55,534. ⁴¹	64,608. ⁶⁶
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86	1,899. ⁰⁰	11,621. ⁸⁸	13,520. ⁸⁸
9	CEDAR: INTERSTATE BRIDGE N TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33	14,550. ⁷⁵	89,050. ⁵⁹	103,601. ³⁴
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66	9,749. ²⁵	59,665. ⁴¹	69,414. ⁶⁶
11	S. CHERRY: E. IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53	5,820. ⁷⁵	35,622. ⁹¹	41,443. ⁷⁴
12	E. WYANDOTTE: S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22	3,849. ⁷⁵	23,560. ⁴⁷	27,410. ²²
13	VINE: ELM TO N. WALNUT PL	Yes	1	22	342	836	91.96	1,881. ⁰⁰	11,511. ⁷²	13,392. ⁷²
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19	2,457. ⁰⁰	15,036. ⁸⁴	17,493. ⁸⁴
	TOTAL					39,284	4,321	88,389. ⁰⁰	540,940. ⁶⁰	629,329. ⁶⁰
	MILLING UNIT BID AMOUNT		\$ 2.25				PER SQUARE YARD			
	ASPHALT OVERLAY UNIT BID AMOUNT		\$ 13.77				PER SQUARE YARD			

(BIDTAB)-REVISED

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST

*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides

	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	EstSqYds	Asphalt Est Tons	Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00	\$20,300.00	\$ 37,004.00	\$57,304.00
2	DEI AWARE MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56	\$ 36,498.00	\$ 66,532.96	\$103,030.96
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33	\$ 21,469.00	\$ 39,130.28	\$60,599.28
4	MCGEE S PRING EAST TO S HIRLE	Yes	1	24	1175	3,133	344.66	\$ 21,931.00	\$ 39,980.56	\$61,911.56
5	WINTER: MCGEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00	\$ 11,200.00	\$ 20,416.00	\$31,616.00
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33	\$ 10,269.00	\$ 18,714.28	\$28,983.28
7	DOG POUND ROAD	No		22	1650	4,033	443.66	xxxxxxxx	\$ 51,464.56	\$51,464.56
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86	xxxxxxxx	\$ 10,771.76	\$10,771.76
9	CEDAR: INTERSTATE BRIDGE N TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33	\$ 45,269.00	\$ 82,514.28	\$127,783.28
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66	xxxxxxxx	\$ 55,292.56	\$55,292.56
11	S. CHERRY: E IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53	\$ 18,109.00	\$ 33,005.48	\$51,114.48
12	E WYANDOTTE S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22	\$ 11,977.00	\$ 21,833.52	\$33,810.52
13	VINE ELM TON. WALNUT PL	Yes	1	22	342	836	91.96	\$ 5,852.00	\$ 10,667.36	\$16,519.36
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19	\$ 7,644.00	\$ 13,942.04	\$21,586.04
	TOTAL					39.284	4,321			

BONDS &/OR TRAFFIC CONTROL,

MILLING UNIT BID AMOUNT

ASPHALT OVERLAY UNIT BID AMOUNT

\$

\$7.00 PER SQUARE YARD \$210,518.00

\$116.00 PER TON \$501,236.00

TOTAL:

\$711,754.00



(BID TAB) - REVISED

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST

*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides

	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	Est Sq Yds	Asphalt Est Tons		Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00		4,321.00	42,991.63	47,312.63
2	DELAWARE: MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56		7,351.74	74,557.06	81,908.80
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33		4,324.47	44,318.42	48,642.89
4	MCGEE: SPRING EAST TO SHIRLEY	Yes	1	24	1175	3,133	344.66		4,323.54	46,070.70	50,394.24
5	WINTER: MCGEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00		2,880.00	22,540.32	25,420.32
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33		2,889.99	21,129.39	24,019.38
7	DOG POUND ROAD	No		22	1650	4,033	443.66			57,635.87	57,635.87
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86			12,674.46	12,674.46
9	CEDAR: INTERSTATE BRIDGE N TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33		8,989.13	91,861.16	100,850.29
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66		7,366.10	60,807.52	68,173.62
11	S. CHERRY: E. IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53		3,595.93	36,516.58	40,112.51
12	E. WYANDOTTE: S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22		2,891.59	24,942.27	27,833.86
13	VINE: ELM TO N. WALNUT PL	Yes	1	22	342	836	91.96		2,884.20	12,346.55	15,230.75
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19		2,882.88	16,321.80	19,204.68
	TOTAL					39,284	4,321		54,700.57	564,713.73	619,414.30

OTHER COSTS (MOBILIZATION,
BONDS &/OR TRAFFIC CONTROL,
ETC.)

\$ 39,632.34

MILLING UNIT BID AMOUNT

\$ 1.59 PER SQUARE YARD

ASPHALT OVERLAY UNIT BID AMOUNT

\$ 130.70 PER TON

TOTAL:

\$ 659,046.64

(BID TAB) - REVISED

Please submit bid pricing using the following bid tab form.

2025 STREET ASPHALT LIST										
*Mill 1 inch, Overlay 2 inches middle & 1 to 1 1/2 inch on sides										
	STREET LOCATION	Mill Yes/No	Mill Quantity Inches	WIDTH	LENG.	Est Sq Yds	Asphalt Est Tons	Bid Amount Milling	Bid Amount Asphalt	Total Bid Amount
1	ELM: RR TRACKS NORTH TO REDWOOD	Yes	1	30	870	2,900	319.00			
2	DELAWARE: MULBERRY EAST TO DOGWOOD	Yes	1	28	1676	5,214	573.56			
3	REDWOOD: REDWOOD CIRCLE TO REDWOOD	Yes	1	24	1150	3,067	337.33			
4	MC GEE: SPRING EAST TO SHIRLEY	Yes	1	24	1175	3,133	344.66			
5	WINTER: MC GEE SOUTH TO AUTUMN	Yes	1	24	600	1,600	176.00			
6	AUTUMN: WINTER WEST TO SUMMER	Yes	1	24	550	1,467	161.33			
7	DOG POUND ROAD	No		22	1650	4,033	443.66			
8	DRAKE: KERR EAST TO AIRPORT	No		19	400	844	92.86			
9	CEDAR: INTERSTATE BRIDGE TO PORT ARTHUR PLACE	YES	1	24	2425	6,467	711.33			
10	PINTO: MAPLE WEST TO CLYDESDALE	No		20	1950	4,333	476.66			
11	S. CHERRY: E. IDA SOUTH TO LUCY	Yes	1	24	970	2,587	284.53			
12	E. WYANDOTTE: S. CHESTNUT TO S. ELM	Yes	1	22	700	1,711	188.22			
13	VINE: ELM TO N. WALNUT PL	Yes	1	22	342	836	91.96			
14	N. WALNUT: VINE TO REDWOOD	YES	1	22	447	1,092	120.19			
	TOTAL					39,284	4,321			

OTHER COSTS (MOBILIZATION, BONDS &/OR TRAFFIC CONTROL, ETC.)

\$ 27,000⁻

MILLING UNIT BID AMOUNT

\$ 1.⁹⁵

PER SQUARE YARD

ASPHALT OVERLAY UNIT BID AMOUNT

\$ 130⁻

PER TON

TOTAL:

\$ 665,333.⁹⁰

(27,000⁻)
(76,403.⁹⁰)
(561,730⁻)

CONTRACT

THIS CONTRACT AND AGREEMENT is made and entered into this **14th** day of **April, 2025**, by and between the City of Sallisaw (**CITY**), acting by and through the Board of City Commissioners, and McKenzie Asphalt, LLC of 473747 State Highway 101, Muldrow, Oklahoma 74948, hereinafter termed “**CONTRACTOR**.”

WITNESSETH

WHEREAS, the **CITY** has caused to be prepared in accordance with law certain plans, specifications and other documents for the work hereinafter described, and has requested quotations of the project described below:

STREET IMPROVEMENTS – 2025 MILLING AND OVERLAY PROJECT

as outlined and set out in the quotation documents and in accordance with the terms and provisions of this Contract; and

WHEREAS, CONTRACTOR, in response to the quotation request, has submitted to the **CITY**, in the manner and at the time specified, a quotation in accordance with the terms of this Contract; and

WHEREAS, the **CITY** has reviewed all quotations received for this project and has determined and declared the **CONTRACTOR** to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to **CONTRACTOR** for the sum named in the bid, to-wit:

FOUR HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED FIFTY-SEVEN AND FIFTY-SIX CENTS (\$ 487,657.56);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein obtained, the parties to this Contract have agreed, and hereby agree, as follows:

1. **CONTRACTOR** shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all labor, tools and equipment required to perform and complete the work requested in strict accordance with this Contract, the bid document, plans, specifications and the following Contract Documents: Statement of Qualifications, Non-collusion Affidavit, Business Relationships Affidavit and requested insurance documents, all of which are on file in the office of the City Clerk, City of Sallisaw, 115 East Choctaw, Sallisaw, OK, and made a part of this Contract as fully as if the same were herein set out at length.
2. **CONTRACTOR** shall commence work within ten (10) days from the date of the Notice to Proceed and shall complete the work requested within 120 days from date of this contract. There shall be no extension of this contract unless approved in writing by the **CITY**. **CONTRACTOR** further

agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day project is not completed after 120 days, unless otherwise agreed to by the **CITY**.

3. The **CITY** shall make payments to **CONTRACTOR** in the following manner: On completion of the work, but prior to acceptance thereof by the **CITY**, it shall be the duty of the Project Coordinator to determine that the work has been fully performed in accordance with the Contract Documents. Upon acceptance of the work by the **CITY**, the final estimate will be approved and paid.
 - a. **CONTRACTOR** may apply for partial payments based upon the work completed. If partial payments are applied for, up to five (5)% of all partial payments shall be withheld as retainage. Partial payments shall be limited to one for each thirty (30) day period.
4. **CONTRACTOR** shall provide services that reflect normal industry standards, procedures and performances. Contract will exercise diligence and due care and perform work in a good and competent manner all of the services pursuant to this contract and the **CONTRACTOR'S** bid for these services. The **CONTRACTOR** shall promptly correct any defective work furnished by the **CONTRACTOR** at no cost to the **CITY**.
5. **CONTRACTOR** agrees to maintain all required insurance during the work phase of this project. **CONTRACTOR** must promptly notify the **CITY** of any changes in required insurance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three duplicate originals, the day and year first above written.

CITY OF SALLISAW

By: _____

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Secretary

SEAL

Note: If **Contractor** is a corporation, secretary must attest.

Reference Sallisaw Purchase Order _____

RESOLUTION 2025-02

A RESOLUTION AUTHORIZING THE CITY MANGER TO APPROVE CHANGE ORDERS ON THE STREET IMPROVEMENTS – 2025 MILLING AND OVERLAY PROJECT UP TO \$40,000.00 IN THE CITY OF SALLISAW, OKLAHOMA

WHEREAS, the City of Sallisaw, Oklahoma is undertaking a Street Improvements – 2025 Milling and Overlay Project; and

WHEREAS, unforeseen circumstances or changes in project scope may necessitate modifications to the Street Improvements – 2025 Milling and Overlay Project;

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

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

Section 1. Authorization. The City Manager is hereby authorized to approve change orders on the Street Improvements- 2025 Milling and Overlay Project, provided that the aggregate value of all change orders for a given project does not exceed \$40,000.00 of the original contract value. This is in accordance with Administrative Policy, City of Sallisaw Purchasing Manual Policy No. 2.004.00, Revision 4 approved on July 10, 2023.

Section 2. Reporting. Approved change orders must be presented to the Board of City Commissioners at the next regularly scheduled meeting for acknowledgement.

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

Section 4. Termination Date. This resolution shall terminate at the completion of the Street Improvements – 2025 Milling and Overlay Project.

PASSED and APPROVED this 14th day of **April, 2025**.

City of Sallisaw, Oklahoma

BY: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: CMP

ITEM TITLE: Discussion and Possible action on the Request for Proposals/Qualifications for the development of a City-wide Comprehensive Master Plan.

INITIATOR: City Manager
Economic Development Director

STAFF INFORMATION SOURCE: Proposals/Qualifications
City Manger
Economic Development Director

BACKGROUND: The City has requested an RFP/Q to support the development of a master plan, "Sallisaw 2045". Sallisaw is not currently operating from a master plan nor does it have a consolidated vision for the city as a whole. The proposals (and quotes) received will drive a process to give us a goal/vision that we can work towards, an endstate to drive long term planning, zoning, ordinance revision, funding decisions, etc. The proposals were "graded" on their
Technical Expertise (ability to produce a comprehensive and "city-scale" project that addressed our scope of work)
Past experience with CMPs for municipal govt ("resume" and examples)
Budget (cost of menu of services) & Timeline (length of project)
Experience working with municipalities that offer a full range of utilities (power, water, sewer, sanitation/landfill, fiber)
Experience working with OK Dept of Commerce (specific projects or contact with ODOC)
Familiarity with Sallisaw and past work with the City (have they worked with the city before, in what capacity, demonstration of an understanding of our project/challenges)

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: Reprogrammed OK DOC PREP Grant funding

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Comprehensive Master Plan

ITEM TITLE: Possible action on selecting Olsson (Oklahoma City) as the firm of record for this project and authorize the City Manager to engage with them to begin the project for the quoted price of \$122,018.00

INITIATOR: City Manager
Economic Development Director

STAFF INFORMATION SOURCE: RFQ/P

BACKGROUND: In accordance with the scoring criteria and after a thorough review of each submission, the staff recommends that Olsson be chosen to produce the Comprehensive Master Plan. While Garver and Olsson were almost tied in the scoring and Garver has worked with Sallisaw before, Olsson had a shorter timeline and lower cost. In addition, they were assessed to have a better overall public engagement plan that we think will provide more public engagement and feedback.

EXHIBITS: 1. TAB CMP
2. CMP SCORING

KEY ISSUES: N/A

FUNDING SOURCE: #103-100-53304 - ODOC-19278 PREP 23-MASTER PLAN

RECOMMENDATION: Approve Olsson as the firm of record for this project and authorize the City Manager to engage to commence the project

**Comprehensive Master Plan
Request for Qualifications/Proposal**

	Heverly			Bormann		
	TSW	Olsson	Garver	TSW	Olsson	Garver
Technical and Environmental Qualifications (10 Points)	10	10	10	9	10	10
Past Experience with CMP's within Municipal Government	15	20	20	20	20	20
Capability to meet time schedules and project budget	20	15	10	18	15	14
Experience working with municipalities that offer a full	15	15	15	10	10	10
Experience working with the Oklahoma Department of	5	8	0	2	5	0
Familiarity with the City of Sallisaw and past work with the	10	10	20	5	12	20
	75	78	75	64	72	74

TSW Total Points	139
Olsson Total Points	150
Garver Total Points	149

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Settlement

ITEM TITLE: Discussion and possible action on the settlement offer, in the amount of \$6,000.00, from ESIS/Managed Claims Services, acting on behalf of XL Ins America, Inc. (Altice), for damages to City property on August 22, 2024

INITIATOR: ESIS/Management Company

STAFF INFORMATION SOURCE: Electric Superintendent
City Clerk

BACKGROUND: On August 22, 2024, a delivery truck caught low-hanging telecommunication lines (Suddenlink/Altice). This caused damage to two (2) electric poles.

ESIS, who is handling the claim for Altice, states that the company didn't have notice of the incident when it occurred. Also, there is no clear identity as to the owner of the low-hanging lines. They hope that a settlement will amicably resolve the property damage claim.

The claim was originally filed with the trucking companies' insurance carrier. They denied the claim advising "given it was an unrestricted roadway where our insured had a right to travel, no communication line should've been lower than 15.5 ft based on NESC guidelines. Our insured vehicle was within the legal DOT range for freight vehicles of 13.5 ft or below."

EXHIBITS:

1. Dogwood.broken electric poles
2. Cable Line - Dogwood_Redacted
3. Email

KEY ISSUES:

- The cities' cost to repair the damages was \$12,600.91; Materials - \$3,141.84; Labor - \$3,034.07; Equipment \$6,425.00.
- We have no proof that Altice was notified.

FUNDING SOURCE: N/A

RECOMMENDATION: Accept settlement offer.



[REDACTED]

[REDACTED]

Hello,

Based on our internal review, and speaking with the claimant who's property was damaged when the poles fell, it appears that the communications line that was struck was low and had been for some time before the accident. Given that this was an unrestricted roadway where our insured had a legal right to travel, no communication line should've been lower than 15.5ft based on NESC guidelines. Our insured vehicle was within the legal DOT range for freight vehicles of 13.5ft or below.

With that being the case, we place full liability in this accident on the line-owner. The claimant indicated that the low line was owned by Suddenlink/Optimum, though I cannot confirm this with 100% certainty. Please forward all collections attempts to the line-owner.

Thanks,

Matthew Ray
Cherokee Insurance Company

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kim Jamison

From:
Sent:
To:
Subject:



Kim

I acknowledge the handling of this claim on behalf of the City of Sallisaw.

I reviewed the documents your provided and conducted our internal investigation of this claim.

Since it appears that your company did not have notice of this incident when occurred and there is no clear identity as to the owner of the alleged low hanging wire, liability is questionable.

In the interest of compromise, the client has authorized me to make a settlement offer of \$6,000 in hopes of amicably resolving this property damage claim.

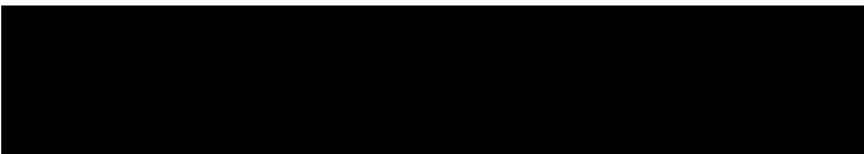
Upon receipt of this email, please advise me whether the offer is accepted and or rejected.

Thanking you I advance for your time and cooperation into this matter.

Sincerely,

ESIS[®]

Roxanne Hedgspeth
AGL Liability Claims Specialist
"ESIS CA License: 0098295".



ESIS is handling the claim on behalf of Client Underwriting Insurance Carrier
() ACE American Ins Co
() National Union Fire Ins Co of Pittsburgh
(X) XL Ins America, Inc.
() Greenwich Ins Co

ESIS claims are managed in a paperless environment. Please send all correspondence and medical bills to the appropriate scanning center listed below, and be sure to include the claim number on each document. This will help speed the processing of the claims.

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Kayack Kiosk

ITEM TITLE: Discussion and possible action on a Master Services Agreement between City of Sallisaw and Rent Fun, LLC of Northville, Michigan for the placement of a kiosk for kayacks at Brushy Park

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Rent Fun, LLC

BACKGROUND: This is an opportunity to add recreational activities for visitors to Brushy Lake Park. After the initial investment, our cost will be zero. The company maintains the equipment and the Kiosk. They handle billing (and liability waivers) and send us a check at intervals convenient to us. We are also included in their liability insurance pool at no cost. Using conservative numbers, the city should see a return on investment in 7-8 years at a 50/50 revenue-sharing agreement. This is the first step in expanded services and amenities for Brushy Lake Park visitors.

Other options explored/ quotes received

-Purchasing kiosk and operating, equipping and maintaining it ourselves-- challenges with billing and equipment/ maintenance costs plus the fact we would need our own liability solution, made this unsuitable/unsustainable
-Wheneverwatersports.com--25k\$ initial investment with similar operations as Rent.fun, however revenue sharing was a 80/20 split and ROI was over 10-11 years despite lower initial cost and reduced revenue flow once the ROI is achieved (4k/year vs 7k/year)

EXHIBITS: 1. Kayak One Sheet
2. Payback Period Template
3. Services Agreement - Self-Service Kayaks - Sallisaw, OK x Rent.Fun

KEY ISSUES: N/A

FUNDING SOURCE: #030-501-57703 - Brushy Lake Park \$18,000 budgeted remaining 22k\$ from contingency.

RECOMMENDATION: Approval of Master Servies Agreement with Rent Fun, LLC



Self Service Kayak & SUP Rental



> **No Liability for the City**

All users sign a waiver (in our app) during the rental process, and Rent.Fun adds us as additionally insured on their insurance policy. \$1mm per incident, \$5mm aggregate.

> **Proven Concept in Over 100 Communities of All Sizes**

More than 100 cities and counties in 40 states have partnered with Rent.Fun, including several in your state with strong references.

> **One time fee - We can achieve 100% Cost Recovery in 3-6 years**

With Rent.Fun's revenue share program, the City will receive a % of the rental revenue of the program.)

> **Zero Tax on Our Maintenance Staff**

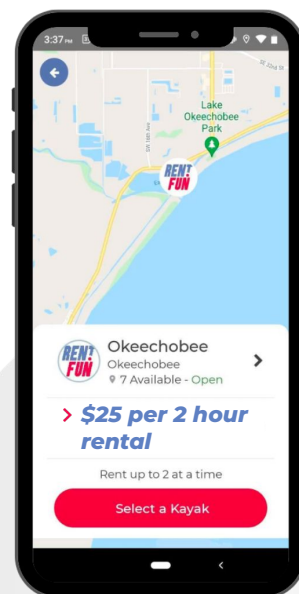
Rent.Fun hires a technician locally to perform maintenance on all program equipment

> **Equipment Replacement**

Rent.Fun replaces missing or damaged equipment with brand new equipment, at no cost to the City.

> **Solar Powered and No Impact to Surrounding Environment**

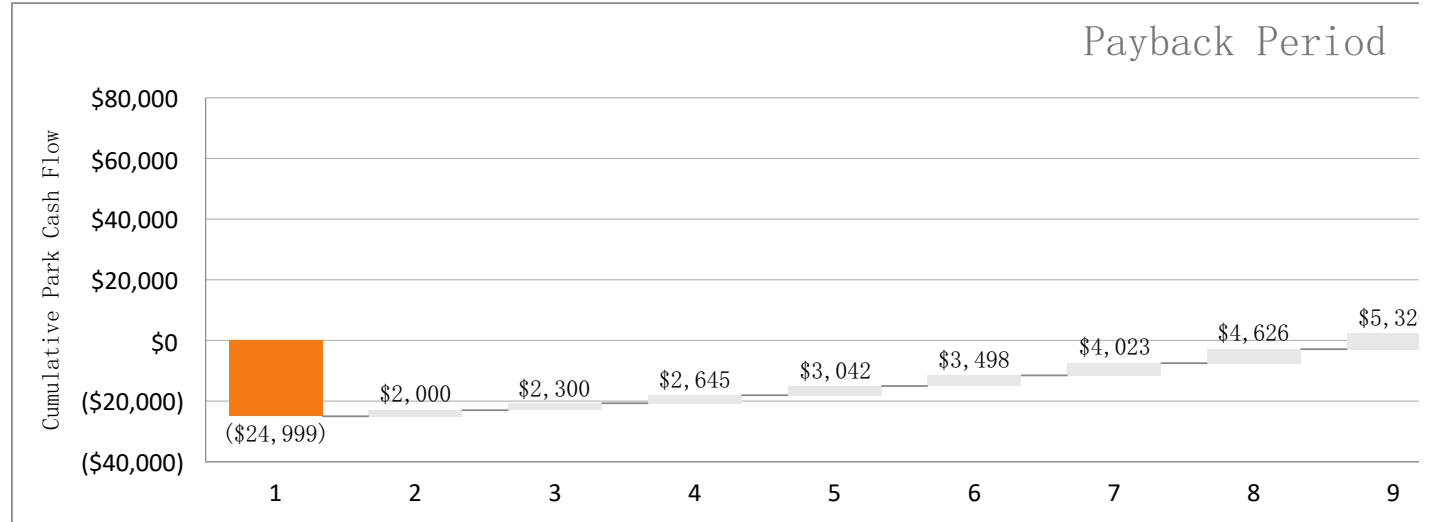
The kiosk sits on top of the ground, and does not require access to utilities or Wi-Fi.



"We have a lake but few people own their own boat. Let's give everyone that opportunity."

Payback Period

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Total Sales	0	\$10,000.00	\$11,500.00	\$13,225.00	\$15,208.75	\$17,490.06	\$20,113.57
Partner Cash Flows	(\$24,999)	\$2,000	\$2,300	\$2,645	\$3,042	\$3,498	\$4,023
Cumulative Partner Cash Flow	(\$24,999)	(\$22,999)	(\$20,699)	(\$18,054)	(\$15,012)	(\$11,514)	(\$7,492)



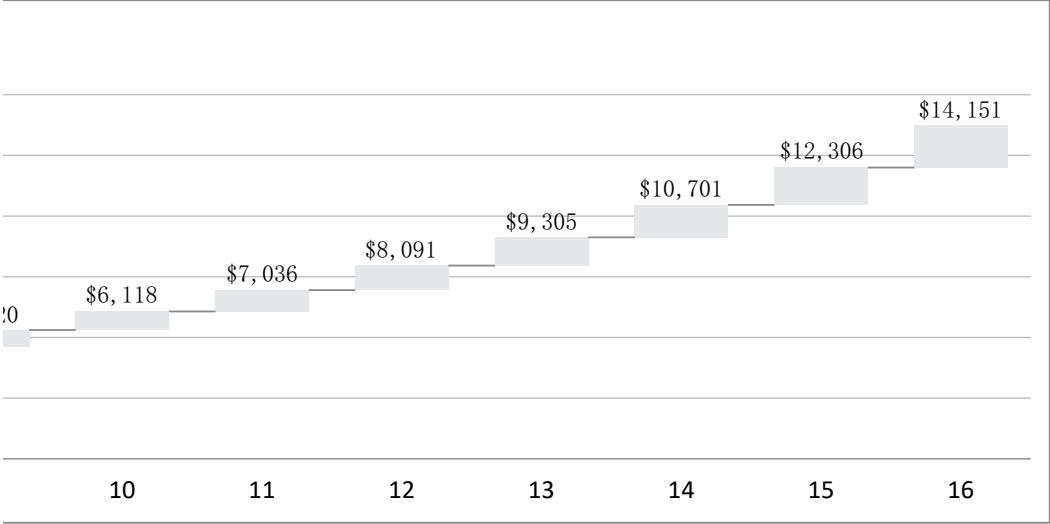
Payback Period = 7.86

Upfront Activation Fee:	\$24,999.00	<- Please fill this in with the price of your desired unit(s) (4-slot,
Estimated Number of Year 1 Rentals:	500	<- Please provide a rough conservative estimate of how many rentals y
% of Total Sales Park Receives	20.00%	
Average Rental Value Estimate:	\$20.00	
Year Over Year Sales Growth:	15.00%	

Kiosk Size	Price
4-slot kiosk	\$19,999.00
8-slot kiosk	\$24,999.00
12-slot kiosk	\$31,999.00



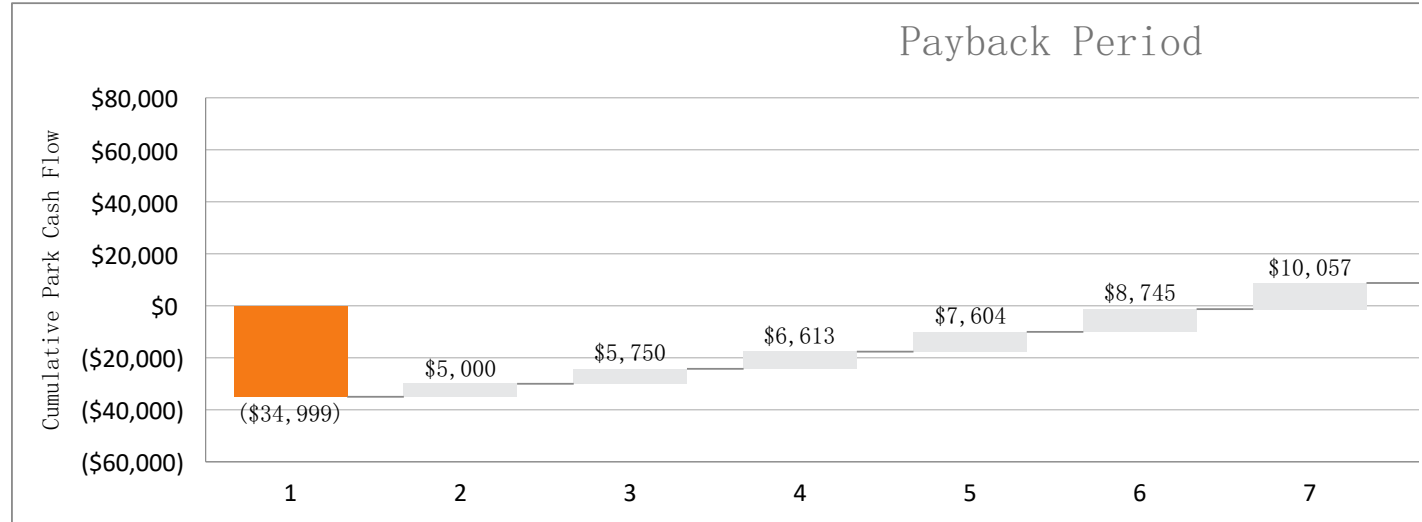
Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
\$23,130.61	\$26,600.20	\$30,590.23	\$35,178.76	\$40,455.58	\$46,523.91	\$53,502.50	\$61,527.88	\$70,757.06
\$4,626	\$5,320	\$6,118	\$7,036	\$8,091	\$9,305	\$10,701	\$12,306	\$14,151
(\$2,865)	\$2,455	\$8,573	\$15,608	\$23,700	\$33,004	\$43,705	\$56,010	\$70,162



, 6-slot, 8-slot, 10-slot, or 12-slot), prices below
ou think your location would get in Year 1 (Whenever Watersports can provide this if given visitor

Payback Period

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Total Sales	0	\$10,000.00	\$11,500.00	\$13,225.00	\$15,208.75	\$17,490.06	\$20,113.57
Partner Cash Flows	(\$34,999)	\$5,000	\$5,750	\$6,613	\$7,604	\$8,745	\$10,057
Cumulative Partner Cash Flow	(\$34,999)	(\$29,999)	(\$24,249)	(\$17,637)	(\$10,032)	(\$1,287)	\$8,770

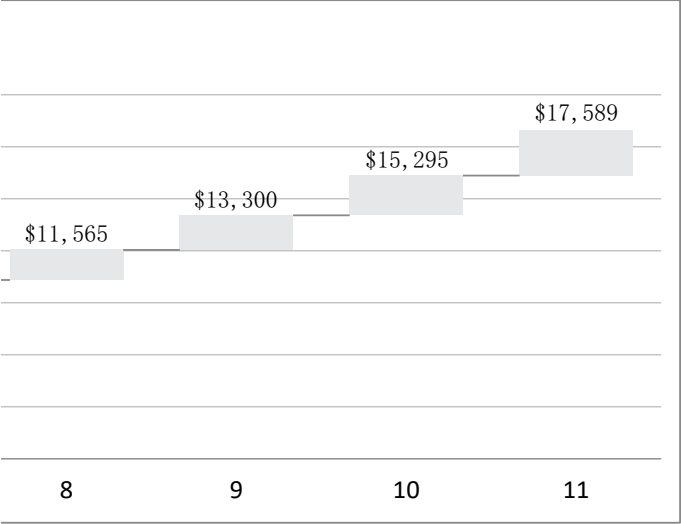


Payback Period = 5.13

Upfront Activation Fee:	\$34,999.00	<- Please fill this in with the price of your desired unit(s) (4-slot,
Estimated Number of Year 1 Rentals:	500	<- Please provide a rough conservative estimate of how many rentals yo
% of Total Sales Park Receives	50.00%	
Average Rental Value Estimate:	\$20.00	
Year Over Year Sales Growth:	15.00%	

Kiosk Size	Price
4-slot kiosk	\$19,999.00
8-slot kiosk	\$34,999.00
12-slot kiosk	\$49,999.00

Year 7	Year 8	Year 9	Year 10
\$23,130.61	\$26,600.20	\$30,590.23	\$35,178.76
\$11,565	\$13,300	\$15,295	\$17,589
\$20,335	\$33,635	\$48,930	\$66,520



, 6-slot, 8-slot, 10-slot, or 12-slot), prices below
ou think your location would get in Year 1 (Whenever Watersports can provide this if given v

MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2025 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and Prince William, VA (“Land Owner”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, Land Owner and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – Land Owner Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). Customer now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the Customer’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. Land Owner hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that Land Owner’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, Land Owner agrees that Operator shall be the only paddlesport rental operator with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if Land Owner no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, Land Owner will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within forty-five (45) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party’s liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that Land Owner shall not be responsible or liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the Land Owner harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against Land Owner arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of Land Owner and any limitation of Land Owner's liability shall to the same extent apply to Land Owner's officers, employees, agents, and contractors. Operator shall indemnify and hold Land Owner harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the Land Owner as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the Land Owner. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the Land Owner. Operator shall provide the Land Owner with proof of such insurance coverage prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the Land Owner.

9. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity. Subject to the prior written approval of the Land Owner, Operator may release a press release announcing the parties' relationship hereunder, and may use Land Owner's name, logos, trademarks and service marks to (i) create marketing and advertising materials for Land Owner to use to promote the Rental Station Services, and (ii) place Land Owner on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
120 West Main Street,
Suite 300 Northville, MI 48167
Attn: Ansgar Strother
ansgar@movatic.co

If to Land Owner:

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Oklahoma (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and Land Owner, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of Land Owner under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without Land Owner's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Oklahoma, and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR: Rent.Fun, LLC

By: _____

Name: _____

Title: _____

LAND OWNER: _____

By: _____

Name: _____

Title: _____

Schedule A

Rental Station Services and Obligations

A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- **Eight (8)** –sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets. 6 single kayaks and 2 SUPs to start.
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for Land Owner's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Operator shall develop and deliver to Land Owner a custom website designed to market the Rental Station Services prior to launch, at no cost to Land Owner.

E. MAINTENANCE: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

Schedule B

Term & Premises

1. Term: The Term shall commence on the Effective Date and shall continue for a period of 5 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term").
2. Payment Processor. Operator shall collect fees from end users of the Rental Station Services through third-party payment processing agents selected by Operator from time to time (each, a **"Payment Processor"**)
3. Rental Fees; Rental Fee Revenue Share. Consumers shall pay Operator a Rental Fee for the right to use the Rental Station. Operator has the right to set the Rental Fee within commercially reasonable standards and reserves the right to adjust the Rental Fee from time to time with 30 days written notice to Land Owner. Land Owner shall receive 50% of the gross Rental Fees less the direct cost of non-standard repairs and fees received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repair. Non-standard repairs shall include, but are not limited to:
 - (a) moving the locker to a new location, on written request of City.
 - (b) damage to the locker or equipment therein due to theft, vandalism, natural disasters or negligence of the City.
4. Revenue Share Payment. Revenue share payments and Membership shall be paid by Operator to Land Owner on an annual basis by check, mailed to an address as designated by the Land Owner. Operator shall include a report of every transaction that resulted in Land Owner's revenue share payment. Operator shall make the revenue share payment to Land Owner for preceding calendar year by March 1 of the following year. All revenue share payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law.
5. Nationwide Membership Pass. Operator markets and sells a Nationwide Membership pass to consumers across the county. Under the Nationwide Membership Pass Program, consumers pay Operator a fee in exchange for discounted Rental Fees at any of Rent.Fun's Rental Stations across the country. Land Owner acknowledges and agrees that the Rental Stations provided under this Agreement will be included in Operator's national network and Nationwide Members may receive free or discounted access to the Kayak Rental Station(s) located at Premises. Land Owner further acknowledges and agrees that the Operator is entitled to 65% of the revenue that it generates from its sales of the Nationwide Membership Pass Program.

Schedule C

Land Owner Obligations

1. EQUIPMENT. Land Owner will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. Land Owner, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. Land Owner agrees to link to the program website from the Land Owner's web properties and social media accounts within 60 days of the date that program website is delivered to Land Owner.
3. COMPENSATION.
 - One-Time Activation Fee: \$33,000 if signed in March. It reverts to the *non-discounted price of \$35,000 if signed after March 31.*
4. PAYMENT CONTINGENT ON BOARD / FUNDING APPROVAL. Operator acknowledges that Land Owner's ability to make payment under this contract is contingent upon the receipt of board approved funding. In the event that Land Owner does not receive approval, Land Owner shall have the right to cancel this contract without incurring any cancellation fees or penalties. To exercise the Land Owner's right to cancel due to non-receipt of funding, the Land Owner must provide written notice to the Company by May 1, 2025, at the latest. Upon receiving valid written notice of cancellation as described above, this contract shall be considered terminated, and the Client shall have no further obligation to make any payments under this contract.

Operator shall send an invoice following the execution of this Agreement with payment terms of net 30 days. All payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law. Such fees shall be deducted from the first Annual Revenue Share Payment sent to Land Owner under Schedule B, Section C.

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Electric Materials

ITEM TITLE: Discussion and possible action on Purchase Order No. 104928, issued to Techline, Inc. of Cleveland, Oklahoma, in the amount of \$20,150.00 for wire for the Electric system

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Staff requested quotes on needed electric wire. Three (3) quotes were received. The lowest bid received was from Techline.

- Irby - \$22,000.00
- Techline Inc. - \$20,150.00
- Anixter - \$21,950.00

EXHIBITS: 1. PON 104928 - TECHLINE

KEY ISSUES: N/A

FUNDING SOURCE: #010-601-53310 - Electric Systems GF

RECOMMENDATION: Approval of Purchase Order # 104928 in the amount of \$20,150.00.

CITY OF SALLISAW

PURCHASE REQUISITION / PURCHASE ORDER

NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED

Vendor #

Department: Electric

Vendor Name: Techline

Address: 2506 E Hwy 64

City: Cleveland

State: Ok

Zip: 74020

Contact:

Phone/Cell

/

Email

Fax

Grant Funds Y N

PO Number

104928

PO Date

Merchant, Mail Invoices to:

City of Sallisaw

PO Box 525

Sallisaw, OK 74955

Attn: Purchasing

NOTE PO NUMBER ON INVOICE

Ph: (918) 775-6241 x 305

Fax: (918) 775-4194

Email: purchasing@sallisawok.org

www.sallisawok.org

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	1/0 Primary wire 220mill	010-601-310	2reals		\$ 20,150.00
	Epr full Neutral				

Comments, Note grant information if applicable:

Stock Items

Requestor: Blakely Smith Jr

Date: 3-27-2025

Purchasing Approval:

Date:

Freight/Other

Total Cost

\$ 20,150.00

PRIORITY: HIGH MED LOW

Dept Need Date:

Order Date/By: /

Est. Delivery:

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 3-19-2025	Date of Quotation 93-19-2025	Date of Quotation 3-13-26-2025
Department Number:	Department Number: 601	Department Number: 601
Vendor Name / Number Techline	Vendor Name / Number Anixter	Vendor Name / Number Irby
Address 2506 E Hwy 64	Address 8201 Pole Road	Address
City Cleveland	City Oklahoma City	City
State Ok Zip 74020	State OK Zip 73149	State Zip
Phone 918-992-6878	Phone 405-438-6382	Phone
Item (s) 1/0 Primary wire 220 mill 15kv	Item (s) 1/0 Primary 220 mill 15kv	Item (s) 1/0 Primary Wire 220 mill 15Kv
Quantity 5000 feet	Quantity 5000 feet	Quantity 5000 feet
Price each 10075.00	Price each 10975.00	Price each 11000.0
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 20150.00	Total Cost \$ 21950.00	Total Cost \$ 22000.00
Quote Expiration Date 4-18-2025	Quote Expiration Date 4-18-2025	Quote Expiration Date 4-18-2025
Quotes Obtained By: Blakley Smith	Quotes Obtained By: Blakely Smith	Quotes Obtained By: Blakely Smith Jr
GL Budget Line 010-601-310	GL Budget Line	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date: 99937 /	PO Number / Date: / /	PO Number / Date: / /

Explain if only one quotation supplied:

Quote approved: _____ Date: _____ Purchasing Agent, Finance Director or City Manager)



2506 E HWY 64
Cleveland OK. 74020
Phone 918-992-6878
Phone 918-295-9554

Quoted To: City of Salisaw

Date:
Project:
From:

March 19, 2025

Attn: Blakely Smith

Bid	Item	Quantity	Catalog Number and/or Description	Unit Price	U/M	Total Price
	1	5000	1/0 AL 15kv 220MIL EPR Full Neutral Stock at our Van Alstine Location	\$4.03	ft	\$20,150.00
TOTAL						\$20,150.00

Terms: Net 30

Unless otherwise stated, this quotation expires 30 days from the above date. All orders are subject to approval by our credit department. This proposal is offered as a complete package and any deviations from the quantities listed could result in price adjustments and/or withdrawal of the entire proposal. Techline, Inc. reserves the right to withdraw this quotation at any time prior to buyer's written acceptance.

Salisaw Quote 2



8201 POLE ROAD
Oklahoma City, OK 73149

Phone: 405.438.6382
Fax: 405.632.0668

www.anixterpowersolutions.com

Quotation: U00776170.01

To: **CITY OF SALLISAW**
213 W QUESENBURY
SALLISAW, OK 74955

Issued Date: **Mar 18, 2025**

Expiration Date: **Apr 17, 2025**

Attn:

Phone:

Fax:

Sales Contact: **Thomas Wilson**
(P)
(F)
thwilson@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	163-23-3072	1/0 AL 15KV 220M EPR FSF .050 STD PKG: 2500 DEL: stock	5000	4.390	FT	21,950.00

SECTION TOTAL: \$21,950.00

QUOTE TOTAL: \$21,950.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

PHONE # 1-918-852-5045

[illegible]

TOTAL	
-------	--

STOCK AND PRICES SUBJECT TO CHANGE IF STOCK IS SOLD OUT

THANK YOU FOR THE INQUIRY
DAVID LANEY

PAGE 1

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Purchase Order # 104935

ITEM TITLE: Discussion and possible action on Purchase Order No. 104935, issued to Traffic and Lighting Group, Inc. of Oklahoma City, Oklahoma, in the amount of \$35,000.00 in order to upgrade the stop light at McGee Street and Cherokee Avenue

INITIATOR: Superintendent - Electric

STAFF INFORMATION SOURCE: Superintendent - Electric

BACKGROUND: Approval will allow us to upgrade the detection system for the traffic lights at McGee & Cherokee to video.

EXHIBITS: 1. PO#104935 - Traffic & Lighting

KEY ISSUES:

FUNDING SOURCE: #020-401-57738 - Traffic Signals \$32,000.00 budgeted.

RECOMMENDATION: Approval of Purchase Order No. 104935 in the amount of \$35,000.00

CITY OF SALLISAW PURCHASE REQUISITION / PURCHASE ORDER NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED				PO Number 104935	
Vendor # _____ Department: <u>Electric</u> Vendor Name: <u>Traffic And Lighting Group, Inc</u> Address: <u>Po Box 14788</u> City: <u>Oklahoma City</u> State: <u>Ok</u> Zip: <u>73113</u>				PO Date Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing NOTE PO NUMBER ON INVOICE Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
Contact: _____		Phone/Cell _____		/	
Email _____		Fax _____		Grant Funds Y N	

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	Upgrade Stop light	020-401-57738	1		
	to video system				
	Mcgee& Cherokee				
2	mobilization		1	500.00	\$ 500.00
3	Detection System Radar	020-401-57738	1	34,250.00	\$ 34,250.00
4	construction traffic control	020-401-57738	1	250.00	\$ 250.00

Comments, Note grant information if applicable: <u>Upgrade to video Mcgee& Cherokee</u> Requestor: <u>Blakely Smith Jr</u> Date: <u>4-1-2025</u> Purchasing Approval: _____ Date: _____		Freight/Other Total Cost \$ 35,000.00 PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u> Dept Need Date: _____ Order Date/By: _____/_____ Est. Delivery: _____
--	--	--



**TLS
GROUP, INC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To: City Of Sallisaw	Contact: Blakely Smith
Address: 115 E Choctaw Ave Sallisaw, OK 74955 UNITED STATES	Phone: (918) 775-6241
	Fax:
Project Name: Sallisaw, McGee & Cherokee, Radar Detection	Bid Number:
Project Location: E Cherokee Ave & E McGee Dr, Sallisaw, OK	Bid Date: 3/10/2025

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01001	MOBILIZATION	1.00	LS	\$500.00	\$500.00
01002	(PL)DETECTION SYSTEM (RADAR)	1.00	LS	\$34,250.00	\$34,250.00
01003	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$250.00	\$250.00
Total Bid Price:					\$35,000.00

Notes:

- This quote includes all equipment, labor, and materials to install a Wavetronix XP21 single-sensor radar detection system.
- All work will be done in accordance with City of Sallisaw, ODOT, and manufacturer standards.
- All construction traffic control will be done in accordance with MUTCD standards.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: TLS Authorized Signature: _____ Estimator: Walter Floyd (405) 524-1341 estimating@tlsgroupinc.net
---	--

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Sewer Jetter

ITEM TITLE: Discussion and possible action on Purchase Order No. 104937, issued to River City Hydraulics, of Sherwood, Arkansas, in the amount of \$90,289.50 for a new ECO Ram Sewer Jetter on Trailer for the Water/Sewer Department

INITIATOR: Superintendent - Water/Sewer
Purchasing Agent

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Approval will allow the Water/Sewer Dept to replace their existing ram jet sewer machine. Their current machine is 15 years old and will be transferred to the Street Department. The new unit is a new build and will be available in June.

EXHIBITS:

1. River City Hydraulics Quote Comparison
2. River City Hydraulics - Low Quote
3. River City Hydraulics - High Quote

KEY ISSUES: Current sewer jetter is 15 years old.

FUNDING SOURCE: #030-704-55702 Water Jet Sewer Cleaner \$85,000.00 budgeted.

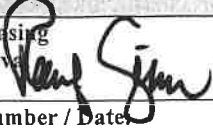
RECOMMENDATION: Approval of Purchase Order No. 104937 in the amount of \$90,289.50.

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

****If you are quoting several items, attach list to this form** **Also attach all vendor quotes received****

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 3/21/2025	Date of Quotation 3/19/2025	Date of Quotation
Department Number: 704-Sewer	Department Number: 704-Sewer	Department Number:
Vendor Name / Number River City Hydraulics #7328	Vendor Name / Number River City Hydraulics #7328	Vendor Name / Number
Address P.O. Box 6033 City Sherwood State AR Zip 72124	Address P.O. Box 6033 City Sherwood State AR Zip 72124	Address City State Zip
Phone 501-835-5230	Phone 501-835-5230	Phone
Item (s) SEWER Equip Co. 747-FR2000 ECO RAM Sewer Jetter on Trlr.	Item (s) SEWER Equip Co. 747-FR2000 ECO RAM Sewer Jetter on Trlr.	Item (s)
Quantity Build complete (1) ONE - system	Quantity locate complete (1) ONE - system	Quantity
Price each \$90,289.50 - New Baild	Price each \$96,987.00 - locate	Price each
\$85,000 Budgeted Lead Time - 3 mth.	\$85,000 Budgeted Lead Time - unknown	Est. Freight
Total Cost \$ \$90,289.50	Total Cost \$ \$96,987.00	Total Cost \$
Quote Expiration Date 15 days	Quote Expiration Date 15 days	Quote Expiration Date
Quotes Obtained By: T. Capps	Quotes Obtained By: T. Capps	Quotes Obtained By:
GL Budget Line 030-704-57702 BAL From Contingency	GL Budget Line 030-704-57702 BAL From Contingency	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 104937 / 4/2/25	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

Quote approved: _____ Date: _____
(Purchasing Agent, Finance Director or City Manager)



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/21/2025	24996

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP... Options	MODEL 747-FR2000 ECO JETTER TRAILER ENGINE AND PUMP 74 HP KOHLER - TIER IV DIESEL MANUAL CLUTCH LINKAGE GIANT 40GPM AT 2000PSI TRIPLEX WATER PUMP STEEL SHROUD DRAIN VALVES FOR PUMP AIR PURGE VALVE RECIRCULATION SYSTEM ENGINE DISPLAY WITH ELECTRONIC THROTTLE CONTROL HOSE AND REEL SINGLE REEL (800 FT OF 3/4 IN HOSE CAPACITY SAFETY ROTATING REEL MAIN SEWER HOSE: 3/4 IN X 500 FT @ 2500 PSI REFERENCE DISTANCE METER WASHDOWN GUN WITH 25 FT DETACHABLE HOSE	1	ea	90,289.50 0.00	90,289.50T 0.00T

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/21/2025	24996

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	TRAILER TANDEM AXLES 14,000 LBS. GVW ELECTRIC BRAKES 2- 5/16 IN BALL HITCH Drop Leg Jack TANK AND FILL OPTIONS 700 GALLON POLY TANK ASSEMBLY 2.5 IN FILL SYSTEM FILL HOSE STORAGE RACK				
	TOOL STORAGE OPTIONS HOSE GUIDE/WASHDOWN GUN/UPSTREAM PULLEY GUIDE STORAGE BIN CURB SIDE TOP OPENING ALUMINUM TOOLBOX				
	ELECTRICAL OPTIONS LED STROBE LIGHT FACTORY STANDARD LED FLOOD LIGHT FACTORY STANDARD				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

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Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/21/2025	24996

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	PAINT OPTIONS FRAME COLOR - STANDARD BLACK SHROUD COLOR - STANDARD WHITE HOSE REEL COLOR - SEWER BLUE FENDER COLOR - STANDARD BLACK				
	MANUALS AND TRAINING OPTIONS PAPER OPERATORS MANUAL NOZZLES AND ACCESSORIES OPTIONS FILL HOSE UPSTREAM PULLEY GUIDE BB HOSE GUIDE - MAIN REEL LEADER HOSE - 10FT X 3/4 IN @ 2500 PSI (INCLUDED) 3/4 IN FINNED NOZZLE EXTENSION TRISTAR PENETRATING NOZZLE - 3/4" 14 DEGREE 6R 4F QPQ DUAL DEGREE FLUSHING NOZZLE - 3/4 IN 4R @ 10 DEGREE 4R @30 DEGREE NOZZLE RACK FREIGHT INCLUDED SEWER EQUIPMENT OF AMERICA SOURCEWELL CONTRACT # 101221-SCA CITY OF SALLISAW SOURCEWELL CONTRACT NUMBER 152941				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

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Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/21/2025	24996

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	FREIGHT INCLUDED AVAILABLE FOR IMMEDIATE SCHEDULED DELIVERY				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal	\$90,289.50
Sales Tax (0.0%)	\$0.00
Total	\$90,289.50

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/19/2025	24966

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP... Options	MODEL 747-FR2000 ECO JETTER TRAILER ENGINE AND PUMP 74 HP KOHLER - TIER IV DIESEL MANUAL CLUTCH LINKAGE GIANT 40GPM AT 2000PSI TRIPLEX WATER PUMP STEEL SHROUD DRAIN VALVES FOR PUMP AIR PURGE VALVE RECIRCULATION SYSTEM ENGINE DISPLAY WITH ELECTRONIC THROTTLE CONTROL HOSE AND REEL SINGLE REEL (800 FT OF 3/4 IN HOSE CAPACITY SAFETY ROTATING REEL MAIN SEWER HOSE: 3/4 IN X 500 FT @ 2500 PSI AUTOMATIC LEVELWIND WITH HYDRAULIC UP/DOWN ACTION - MAIN REEL REFERENCE DISTANCE METER WASHDOWN GUN WITH 25 FT DETACHABLE HOSE	1	ea	96,987.00 0.00	96,987.00T 0.00T

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Date _____

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Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/19/2025	24966

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	TRAILER TANDEM AXLES 14,000 LBS. GVW ELECTRIC BRAKES 2- 5/16 IN BALL HITCH TANK AND FILL OPTIONS 700 GALLON POLY TANK ASSEMBLY 2.5 IN FILL SYSTEM FILL HOSE STORAGE RACK TOOL STORAGE OPTIONS HOSE GUIDE/WASHDOWN GUN/UPSTREAM PULLEY GUIDE STORAGE BIN CURB SIDE TOP OPENING ALUMINUM TOOLBOX ROAD SIDE TOP OPENING ALUMINUM TOOLBOX ELECTRICAL OPTIONS LED STROBE LIGHT FACTORY STANDARD				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

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Initial: _____



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P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/19/2025	24966

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	PAINT OPTIONS FRAME COLOR - STANDARD BLACK SHROUD COLOR - STANDARD WHITE HOSE REEL COLOR - SEWER BLUE FENDER COLOR - STANDARD BLACK MANUALS AND TRAINING OPTIONS PAPER OPERATORS MANUAL NOZZLES AND ACCESSORIES OPTIONS FILL HOSE UPSTREAM PULLEY GUIDE BB HOSE GUIDE - MAIN REEL LEADER HOSE - 10FT X 3/4 IN @ 2500 PSI (INCLUDED) 3/4 IN FINNED NOZZLE EXTENSION TRISTAR PENETRATING NOZZLE - 3/4" 14 DEGREE 6R 4F QPQ DUAL DEGREE FLUSHING NOZZLE - 3/4 IN 4R @ 10 DEGREE 4R @30 DEGREE NOZZLE RACK FREIGHT INCLUDED SEWER EQUIPMENT OF AMERICA SOURCEWELL CONTRACT # 101221-SCA CITY OF SALLISAW SOURCEWELL CONTRACT NUMBER 152941				

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Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
3/19/2025	24966

Name / Address
City of Sallisaw P.O. Box 525 Sallisaw, OK 74955

Ship To
City of Sallisaw 115 East Choctaw Avenue Sallisaw, OK 74955

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	FREIGHT INCLUDED AVAILABLE FOR IMMEDIATE SCHEDULED DELIVERY				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal \$96,987.00

Sales Tax (0.0%) \$0.00

Total \$96,987.00

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Investments

ITEM TITLE: Discussion and possible action on staff's request to invest the Sallisaw Reserve Certificate of Deposit with National Bank for 182 Days at 4.59% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Sallisaw Reserve Certificate of Deposit with National Bank, the high bidder, for 182 days at 4.59% interest.

EXHIBITS: 1. CD QUOTES

KEY ISSUES: None.

FUNDING SOURCE: N/A

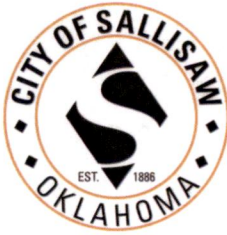
RECOMMENDATION: Approval to invest the Sallisaw Reserve CD with National Bank for 182 days at 4.59% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

APRIL 14, 2025

	<u>Fund</u>	<u>Amount</u>		
	Sallisaw Reserve	\$ 1,208,970.27		
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
182	<u>4.11%</u>	<u>4.59%</u>	<u>4.27%</u>	<u>4.57%</u>



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

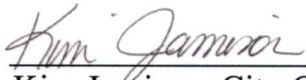
April 7, 2025

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on ***April 16, 2025***:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
<i>Reserve Fund</i>	<i>\$1,208,970.27</i> (Approximate)	<i>182</i>	<i>October 15, 2025</i>	<i>4.57%</i>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org, and must be received by **2:00 p.m., Wednesday, April 9, 2025**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 14, 2025.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

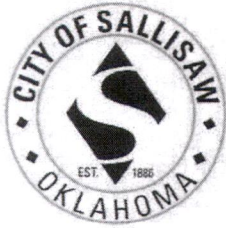

Kim Jamison, City Clerk

Submitted by:

LOCAL BANK
Print Bank Name

Date: 04-09-25

By: THEYE GIBBON



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

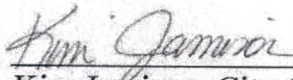
April 7, 2025

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning on *April 16, 2025*:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
<i>Reserve Fund</i>	<i>\$1,208,970.27</i> (Approximate)	<i>182</i>	<i>October 15, 2025</i>	<u><i>4.59%</i></u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org, and must be received by 2:00 p.m., Wednesday, April 9, 2025. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at a regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 14, 2025.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.


Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
Print Bank Name

Date: *4/9/25*

By: *[Signature] - Pres.*



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

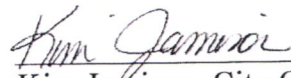
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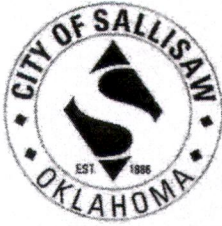

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank
Print Bank Name

Date: 4-7-25

By: Kandace Vanmeter



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

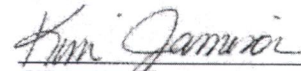
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Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.


Kim Jamison, City Clerk

Submitted by:

Firststar Bank

Print Bank Name

Date: *4-7-25*

By: *E. Kan*, Market President, SUP

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Extend Stay on Condemnation of Properties

ITEM TITLE: Discussion and possible action on extending the stay of condemnation of the below Case Numbers in order to allow for the sale of properties and appropriate action taken by new owners

INITIATOR: Mr. Jerel Driscoll-Real Estate Agent

STAFF INFORMATION SOURCE: Mr. Driscoll

BACKGROUND: Mr. Driscoll has requested a stay for the condemnation of dilapidated structures from the February 10th meeting. Both properties are under contract. This stay will allow the purchase to proceed and give the new owners an opportunity to develop/present a plan to remediate the conditions. Mr. Driscoll and the potential buyers plan to be at the meeting to answer any questions.

4/3/25 - Update from Mr. Driscoll:

The golf course land and houses should be finished (closed) by the 15th
And the buildings have been secured!

The truck stop hopefully will close the same day, not a 100% on that one?
But the building has been secured!!

EXHIBITS: 1. CamScanner 02-13-2025 16.57

KEY ISSUES: Both properties are unsecured and present a safety hazard.

FUNDING SOURCE: N/A.

RECOMMENDATION:

- a. Approve extended stay until the April 14th meeting for Case No. 02-25-2C.
- b. Approve extended stay until the April 14th meeting for Case No. 2-25-3C.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____ Financing Supplement
_____ Exhibit _____

_____ Supplement

Parties. THE CONTRACT is entered into between:

GNGG LLC _____ "Seller," and
Abdullah Sharaf _____ "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Sequoyah County, Oklahoma.

1. LEGAL DESCRIPTION. SEC-4 TWN-11N RNG-24E containing 8.19 +/- +

Parcel# 0000-04-011-024-0-046-00 046

<u>TBD East Cherokee Ave.</u>	<u>Sallisaw</u>	<u>749556</u>
Property Address	City	Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ payable by Buyer as follows: Buyer has paid \$ as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of SCA TITLE or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before April 15th 2025, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

OKLAHOMA REAL ESTATE COMMISSION
This is a legally binding Contract; if not understood, seek advice from an attorney.
OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☒ Financing Supplement
☐ Exhibit _____

_____ Supplement

Parties. THE CONTRACT is entered into between:

GHGG LLC

"Seller," and

DOS AMIGOS OF NORTHWEST ARKANSAS, LLC

"Buyer."

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract, which may only be modified or assigned by a further written agreement of Buyer and Seller.

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in SEQUOYAH County, Oklahoma.

1. LEGAL DESCRIPTION. 2412 E CHEROKEE AVE. SALLISAW OKLAHOMA 74955 PARCEL #0000-04-011-024-0-180-00

SEC-04 TWN-11N RNG-24E PT IF S2 SE BEG 83.23' S NE/C S/466.54 TO PNT SWLY ON CURVE TO RIGHR (ON NLY ROW OF I-40) 950.93' N11- 43 W/690' N/51-00 E/29 CONTAINING APPROX. 15.3 ACRES = 666,468 SQ FT.

2412 E. CHEROKEE AVE.

SALLISAW

74955

Property Address

City

Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ payable by Buyer as follows: Buyer has paid \$ as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of SEQUOYAH COUNTY ABSTRACT or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before APR 15, 2025, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Board of City Commissioners
Subject: Rezoning

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC 2025-001; rezoning request from One-Family Residence District (R-1) to Multi-Family Residence District (R-3) by Sallisaw Apartment Partners, LLC, and Ordinance 2025-08; and declaring an emergency

INITIATOR: Tyler Choate

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: Tyler Choate, agent for Sallisaw Apartment Partners, LLC is requesting a rezoning from One-Family Residence District (R-1) to Multi-Family Residence District (R-3). The property is located approximately 3/10 mile west of Kerr Boulevard. on the north side of Drake Road. The intent is to build multifamily apartments. The Planning Commission heard this item on April 1st and recommended approval. This is part of their larger project that will see additional homes built in the current Prairie Sky development.

EXHIBITS:

1. PC2025-001 App
2. PC 2025-001 Notification of Hearing
3. PC2025-001 Newspaper map
4. Ordinance 2025-08- rezoning Sallisaw Apartment Partners

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Planning Commission. Case No. PC2025-001 and Ordinance 2025-08.
- b. Approval of Emergency Clause.

PC2025-001

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District R-3 Multifamily Residence

1800-1900-2000 Blocks of West Drake Road *See Attachment A for full
Sallisaw, OK 74955 Legal Description.*

General Location Adjacent to Prairie Fire Dr/Drake Rd, Sallisaw, Oklahoma

(Street Address)

Present Use of Property R-1 One-Family Residence District

Proposed Use of Property Multifamily Residences-Apartments

Record Owner of Property Tyler Choate, Sallisaw Apartment Partners

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

☐ agent for, _____ ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? No

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

Signed  Address 99855 Hwy 82
Phone 918-773-7127 Vian, Oklahoma 74962

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by:  Date 1-31-25

Application No.: PC 2025-001 Requested: Tyler Choate

Fee Receipt: \$200 P.C Date: _____

City Council: _____

Date: _____

Ordinance No.: _____

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

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

A part of Lot 4 in Section 7, Township 11 North, Range 24 East of the Indian Base and Meridian, Sequoyah County, Oklahoma being more particularly described as follows:

Commencing at the SW Corner of said Lot 4; thence along the South line thereof N89°43'50"E ~~634.00~~ 655 Feet to the Point of Beginning; thence N00°00'48"E 165.00 Feet; thence N89°43'50"E 11.00 Feet; thence N00°00'48"E 980.00 Feet; thence N89°E 36.39 Feet; thence N00°00'48"E 175.88 Feet to the North line of Lot 4; thence along said North line N89°40'40"E 249.92 Feet; thence S19°41'03"E 688.36 Feet; thence S25°35'40"W 381.82 Feet; Thence S00°00'48"W 328.31 Feet to the South line of said Lot 4; thence along said South line S89°43'50"W ~~364.46~~ 343.46 Feet to the Point of Beginning.

The basis of bearing being the N89°43'50"E along the South line of the SW/4 of Section 7, Township 11 North, Range 24 East of the Indian Base and Meridian, Sequoyah County, Oklahoma.

has filed with the Sallisaw Planning Commission a written application # **PC 2025-001** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from One-Family Residence District (R-1) to Multi-Family Residence District (R-3)**.

The undersigned will present said application to the Sallisaw Planning Commission on **March 4, 2025**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 12th day of February, 2025.

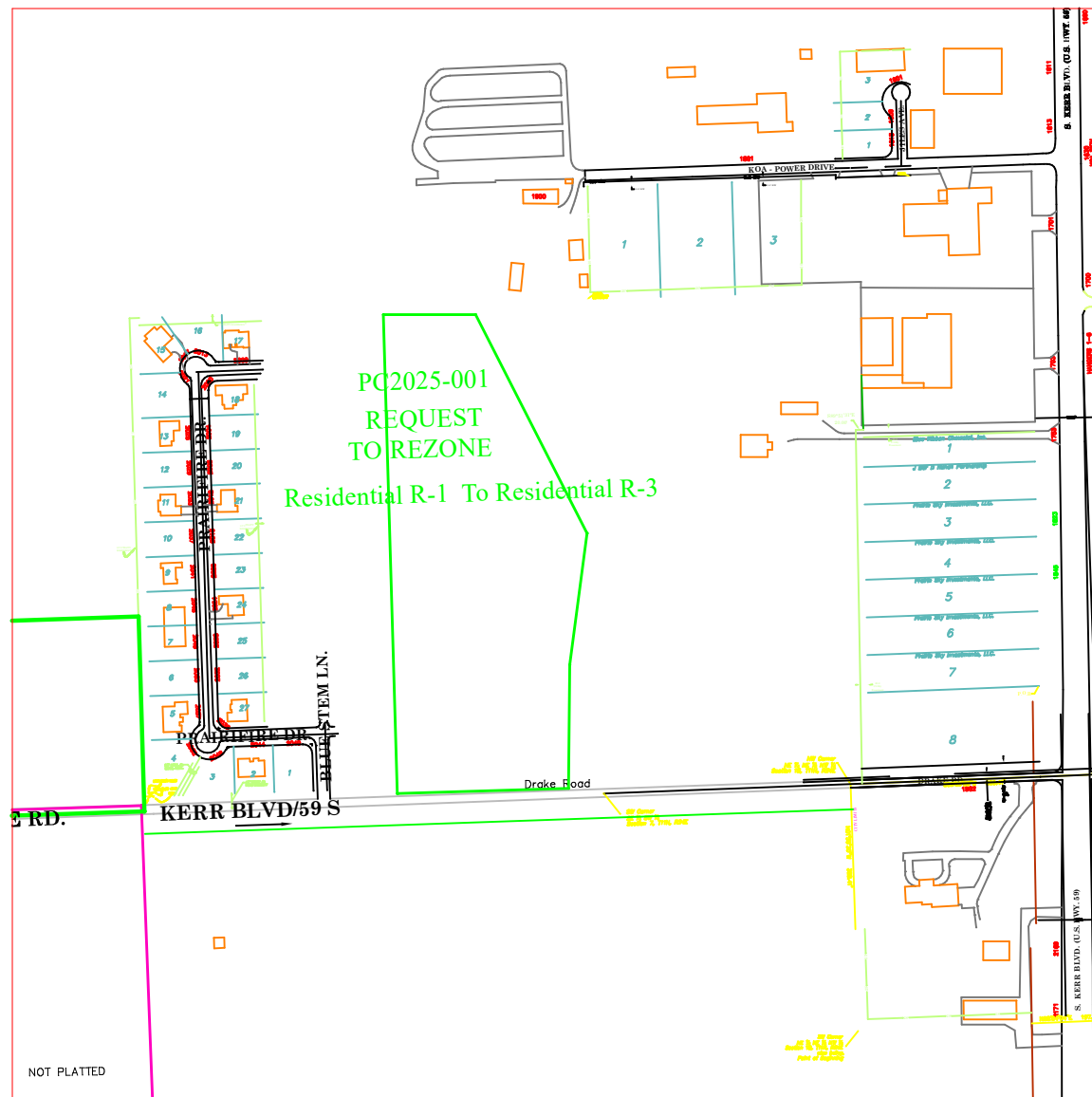
By: **Sallisaw Apartment Partners**
Owner(s)

Or By: **Tyler Choate**
Agent

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

Bill To:

Tyler Choate
99855 Hwy 82
Vian, OK 74962
918-773-7127



ORDINANCE NO. 2025-08

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

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

SECTION 1.

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

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

A part of Lot 4 in Section 7, Township 11 North, Range 24 East of the Indian Base and Meridian, Sequoyah County, Oklahoma being more particularly described as follows:

Commencing at the SW Corner of said Lot 4; thence along the South line thereof N89°43'50"E ~~634.00~~ 655 Feet to the Point of Beginning; thence N00°00'48"E 165.00 Feet; thence N89°43'50"E 11.00 Feet; thence N00°00'48"E 980.00 Feet; thence N89°E 36.39 Feet; thence N00°00'48"E 175.88 Feet to the North line of Lot 4; thence along said North line N89°40'40"E 249.92 Feet; thence S19°41'03"E 688.36 Feet; thence S25°35'40"W 381.82 Feet; Thence S00° 00'48"W 328.31 Feet to the South line of said Lot 4; thence along said South line S89°43'50"W ~~364.46~~ 343.46 Feet to the Point of Beginning.

The basis of bearing being the N89°43'50"E along the South line of the SW/4 of Section 7, Township 11 North, Range 24 East of the Indian Base and Meridian, Sequoyah County, Oklahoma.

Be and the same is hereby changed from R-1 to R-3, which is owned by Sallisaw Apartment Partners, LLC.

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to

exist by reason whereof this ordinance shall be in full force and effect from and after is passage and approval.

Approved this 14th day of April, 2025.

CITY OF SALLISAW, OKLAHOMA

BY:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

ADMINISTRATIVE REPORTS

Meeting Date:	April 14, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- May 12th - Regular Meeting
- May 20th and 21st - Budget Retreat
- June 14th - Regular Meeting

City Manager Reports:

- AMI Water Meters-on hand; have to do some leg work and information gathering before we are ready to install--approximately June. Working on a date for contractor to come down and "baseline" the staff before we start installing and testing a very limited number of meters.
- Drake/Lenington Water Loop (OWRB Grant)-Construction underway. On time.
- West Drake water utility has begun and is on schedule.
- Pool project is moving along on schedule now due to the winter storms vs being slightly ahead of schedule and is now scheduled to be available around the 4th of July. To manage expectations, it doesn't look like we will be able to open the pool for normal summer hours. We are going to miss the hiring (and employment) window to secure enough trained staff to support normal/ operations. City staff is working through possible solutions and a schedule. However, the splash pad will be open for normal use following the ribbon cutting.
- Soccer fields--competing for OWRB development grant which will delay the bid process; however the decision point timing is mid-August to proceed without grant funding and reduce the base bid scope, with a goal of the SYL using the fields next spring.---No Change.
- Animal Control Ordinance changes are coming. Reworked the DRAFT to come to an "and" solution vs and "or" solution. It will be presented to the working group after the May Planning Commission meeting, any changes necessary made, out for public comment/ survey mid-May, to Planning Commission in June and to the Board in July.
- McGee Softball fields--Parks team has made strides in drainage and attempting to control run-off. We are getting into steady-state operations, working the dirt and maintaining the grass with mowing and application of weed and bug killer.
- Landfill cell is passing the last hurdle to being certified to open...leachate water testing has been sent off, just need final blessing from ODEQ and we will be able to use that cell.--No Change.
- Looking forward to the Budget Retreat and excited to get the DRAFT in your hands by the 1st of May.
-

City Projects:

- "Spruce up Sallisaw" was a success by several different metrics. We provided Curbie service to 20 households and assessed that we can expand the number of available slots next time. We moved more roll-offs than we ever have during Chunk-Your-Junk. Exposed sidewalks, in an admittedly wide range of conditions that we will get after repairing this next year. We cleared out the Rock Branch drainage system that most likely reduced the flooding that we did experience during the last storm. At Brushy Lake we were able to clear out some dead trees, clean up the walking trails and re-mulch the playground. And we cleaned up over 3.5miles of roadway during our Keep Oklahoma Beautiful event. Just want to publicly thank the employees and volunteers that came out and helped make it a big success. It isn't perfect, but is sure is a lot better than it was. I'm very proud of everyone that participated and the results were impressive.