

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

June 9, 2025

6:00 P.M.

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

****AMENDED****

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Retiree Watch Presentation - Darren Fargo; Lee Risley; Kenny Shakingbush**
- 5. Recognize Deborah Cates of Aromas Coffee Shop for 25 years of operating a small business in Sallisaw**
- 6. Conduct a public hearing for the purpose of receiving questions and/or comments on the proposed budget for Fiscal Year 2025-2026**
 - (a) Open Public Hearing**
 - (b) Close Public Hearing**
- 7. Discussion and possible action on Resolution 2025-03; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period of July***

1, 2025, through June 30, 2026, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget

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

9. Consent agenda

- (a) Possible action on regular minutes of May 12, 2025, and special minutes of May 20, 2025
- (b) Possible action on invoice paid report for May 2025
- (c) Possible action on Agreement for Juvenile Court between the City of Sallisaw and the Oklahoma District Court serving Sequoyah County, a/k/a Sequoyah County District Court
- (d) Possible action on Agreement between the City of Sallisaw and Sallisaw Lumber Company
- (e) Possible action on Agreement Between the City of Sallisaw and Sallisaw Main Street
- (f) Possible action on Agreement between the City of Sallisaw and Sallisaw Chamber of Commerce
- (g) Possible action on Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation
- (h) Possible action on Agreement for Funding Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County
- (i) Possible action on renewal of Agreement with KI BOIS Community Action
- (j) Possible action on renewal of Lease Agreement Between Paul Gambill II and the City of Sallisaw for Lease of Airport Hangar
- (k) Possible action on renewal of Airport Hangar Lease Agreement between the City of Sallisaw and Mr. Chad Sheffield, and Mr. J. Brooks Coffee

- (l) Possible action renewal of Agreement for Impoundment of Animals with the Town of Gans
- (m) Possible action on renewal of Agreement for Impoundment of Animals with the Town of Vian
- (n) Possible action on renewal of Lease Agreement Between the City of Sallisaw and the Sallisaw NOW Coalition For Lease of Office and Storage Space
- (o) Possible action on renewal of Lease with Agreement to Remove Lime Waste Between the City of Sallisaw and Honeycutt Backhoe and Dozer, LLC d/ba Nathan Honeycutt
- (p) Possible action on renewal of Agreement for Brushy Lake Camp Host Between the City of Sallisaw and Randy Jones
- (q) Possible action on renewal of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw
- (r) Possible action on Mayor's reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2026
- (s) Possible action on Resolutions for Lease Purchase Renewals; Resolution(s) 2025-04 through 2025-07
 - (1) One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN: 3BPDL70X4LF105225
(Payoff 11/2026)
 - (2) Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler
(Payoff 11/2028)
 - (3) One (1) 2024 Caterpillar 926 Wheel Loader SN: CAT00926LK8E00774
(PAYOFF 9/2027)

- (4) One (1) 2024 Freightliner M2 106 Side Load Automated Sanitation Truck, C&C SN: 3ALACYFE0RDUP2527; BODY SN: AU241000107562101
(Payoff 12/2028)

- 10. Discussion and possible action on any item removed from the consent agenda**
- 11. Receive presentation from a hospital representative regarding participation in the Rural Community Hospital Demonstration Program**
- 12. Receive presentation from Paula Haraway, DVM, regarding spay and neuter**
- 13. Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw**
 - (a) Resolution 2025-08; *A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance*
 - (b) Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance
- 14. Discussion and possible action on Resolution 2025-09; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority***
- 15. Discussion and possible action on FY 2025-26 Oklahoma Municipal Assurance Group (OMAG) Invoice for renewal of Workers' Compensation Insurance in the Amount of \$308,063.00, paid quarterly, and Escrow Use Form**
- 16. Discussion and possible action on items related to Petition for Detachment by Leslie J. Broyles (Statin Broyles, Agent)**
 - (a) Conduct Public Hearing on Petition for Detachment
 - (b) Possible action on Petition for Detachment and Ordinance 2025-10; *An Ordinance Detaching from the City of Sallisaw, Oklahoma, Certain Property*

Belonging to Leslie J. Broyles

- 17. Discussion and possible action on Ordinance 2025-11; *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; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification; And Declaring An Emergency***
- 18. Conduct public hearing to determine if property located at 805 South Walnut Street is a public nuisance; Possible action on Case #5-25-1C, condemnation of dilapidated structure and direction to abate nuisance**
- 19. Conduct public hearing to determine if the property located at 613 West Choctaw Avenue is a public nuisance; Possible action on Case #5-25-2C, condemnation of dilapidated structure and direction to abate nuisance**
- 20. Discussion and possible action on Planning Commission Case No. PC2025-004; Single Lot Split for David and Phyllis Pederson**
- 21. Discussion and Possible Action on Preliminary Airport Subdivision Plat**
- 22. Discussion and possible action to convene in Executive Session for the purpose of discussing negotiations between the Fraternal Order of Police Lodge #148, as Authorized by Title 25 O.S., § 307(B)(2)**
- 23. Possible action to reconvene to Regular Session**
- 24. Possible action or direction pursuant to Executive Session concerning negotiations between the Fraternal Order of Police Lodge #148 and the City of Sallisaw**
- 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: 06/06/2025

Time: 1:30 p.m.

KIM JAMISON

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of City Commissioners of the City of Sallisaw, Oklahoma, will hold a public hearing during their regular meeting on June 09, 2025, beginning at 6:00 p.m. at the Council Chambers, located at 113 North Elm, Sallisaw, Oklahoma, for the purpose of receiving any comments, recommendations, or information in either oral or written form on any part of the proposed budget for Fiscal Year 2026. The budget summary shows the estimated revenue and proposed appropriations.

Revenue

Governmental Funds	
010. GENERAL FUND 10	30,956,223
030. CAPITAL IMPROVEMENT FUND 30	3,933,682
092. INFRASTRUCTURE IMPROVE FUND 92	1,969,009
Sub-Total Governmental Funds	36,858,914

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	1,216,832
020. STREET & ALLEY FUND 20	154,350
021. YOUTH & RECREATION FUND	1,146,645
022. FIRE DEPARTMENT FUND	322,749
023. POLICE DEPARTMENT FUND	57,390
025. POLICE TECHNOLOGY FUND	60,092
051. LIBRARY TRUST AUTHORITY #51	98,901
070. CEMETERY FUND 70	464,336
093. POLICE DRUG FUND	55,102
103. ODOC/CDBG FUNDING & GRANTS	122,018
104. SALLISAW NOW CARA GRANT 18-21	50,000
110. FR CARA GRANT YRS 2019-2023	500,000
111. OK ST CBPS GRANT 21	125,000
112. DWRB ARPA Grant ARP-23-0160-G	135,522
118. FAA FUNDING	2,881,700

Sub-Total Special Revenue Funds

	7,390,637
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Total Governmental Funds Revenue	44,249,551
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Proprietary Funds

090. SALLISAW MUNICIPAL AUTH 90	44,429,384
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096. SALLISAW ECONOMIC AUTHORITY	2,048,163
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Total Proprietary Funds Revenue	46,477,547
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Fiduciary Funds

060. METER FUND 60	167,589
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Total Fiduciary Funds Revenue	167,589
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Total Revenue	90,894,687
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Appropriations & Transfers

010. GENERAL FUND	\$21,346,623
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030. CAPITAL IMPROVEMENT FUND	\$3,933,682
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092. INFRASTRUCTURE IMPROVEMENT FUND	\$1,969,009
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Sub-Total Governmental Funds	\$27,249,314
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Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$1,216,832
020. STREET & ALLEY FUND 20	\$154,350
021. YOUTH & RECREATION FUND	\$1,146,645
022. FIRE DEPARTMENT FUND	\$322,749
023. POLICE DEPARTMENT FUND	\$57,390
025. POLICE TECHNOLOGY FUND	\$60,092
051. LIBRARY TRUST AUTHORITY (51)	\$98,901
070. CEMETERY FUND 70	\$464,336
093. POLICE DRUG FUND	\$55,102
103. ODOC/CDBG FUNDING & GRANTS	\$122,018
104. SALLISAW NOW CARA GRANT 18-21	\$50,000
110. FR CARA GRANT YRS 2019-2023	\$500,000
111. OK ST CBPS GRANT 21	\$125,000
112. DWRB ARPA Grant ARP-23-0160-G	\$135,522
118. FAA FUNDING	\$2,881,700

Sub-Total Special Revenue Funds

	\$7,390,637
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Total Governmental Funds Appropriations	\$34,639,951
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Proprietary Funds

090. Sallisaw Municipal Authority	\$25,382,509
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096. SALLISAW ECONOMIC AUTHORITY	\$2,048,163
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Total Proprietary Funds	\$27,430,672
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Fiduciary Funds

060. METER FUND 60	\$167,589
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Total Fiduciary Funds	\$167,589
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Transfers Out From General Fund

010-950-58802. TRANSFER SALES & USE TAX	\$9,120,000
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010-950-58805. GRANT MATCH	\$200,000
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010-950-58806. TRANSF TO YOUTH & REC FUND	\$139,600
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010-950-59901. CHAMBER OF COMMERCE	\$50,000
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010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$40,000
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010-950-59903. SALLISAW MAIN STREET	\$20,000
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010-950-59904. KIBBIS AREA TRANSIT	\$40,000
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Total Transfers from General Fund	\$9,609,600
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Transfers Out From Sallisaw Municipal Authority

090-400-58802. TRAN TO G.F. SALES TAX	\$2,031,250
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090-400-58803. TRANS TO C.I. SALES TAX	\$1,015,625
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090-400-58830. TRANSFER TO GEN FUND	\$16,000,000
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Total Transfers from Sallisaw Municipal Authority	\$19,046,875
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Total Transfers All Funds	\$28,656,475
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Total Appropriations & Transfers	\$90,894,687
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CITY OF SALLISAW, OKLAHOMA

By: Ernie Martens /s/

Ernie Martens, Mayor

ATTEST:

Kim Jamison /s/

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: FY 2026 Budget

ITEM TITLE: Discussion and possible action on Resolution 2025-03; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period of July 1, 2025, through June 30, 2026, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget*

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: If approved, the proposed budget resolution will formally adopt the FY 2026 budget.

EXHIBITS: 1. RESOLUTION FY 26 BUDGET

KEY ISSUES:

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

FUNDING SOURCE: FY 2026 Budget

RECOMMENDATION: Approval of Resolution 2025-03; adopting the FY 26 budget.

RESOLUTION 2025-03

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SALLISAW, OKLAHOMA, FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026, FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET

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

WHEREAS, the budget for the fiscal year July 1, 2025 through June 30, 2026, has been presented to the Board of City Commissioners and due deliberation had thereon, and public hearing(s) having been held as required by Charter and/or Statute, and all comments and objections have been considered; and

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

Budget Resolution

Revenue

Governmental Funds

010. GENERAL FUND 10	30,956,223
030. CAPITAL IMPROVEMENT FUND 30	3,933,682
092. INFRASTRUCTURE IMPROVE FUND 92	1,969,009

Sub-Total Governmental Funds 36,858,914

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	1,216,832
020. STREET & ALLEY FUND 20	154,350
021. YOUTH & RECREATION FUND	1,146,645
022. FIRE DEPARTMENT FUND	322,749
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025. POLICE TECHNOLOGY FUND	60,092
051. LIBRARY TRUST AUTHORITY (51)	98,901
070. CEMETERY FUND 70	464,336
093. POLICE DRUG FUND	55,102
103. ODOC/CDBG FUNDING & GRANTS	122,018
104. SALLISAW NOW CARA GRANT 18-21	50,000

110. FR CARA GRANT YRS 2019-2023	500,000	
111. OK ST CBPS GRANT 21	125,000	
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118. FAA FUNDING	2,881,700	
Sub-Total Special Revenue Funds	7,390,637	
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Proprietary Funds		
090. SALLISAW MUNICIPAL AUTH 90	44,429,384	
096. SALLISAW ECONOMIC AUTHORITY	2,048,163	
Total Proprietary Funds Revenue		46,477,547
Fiduciary Funds		
060. METER FUND 60	167,589	
Total Fiduciary Funds Revenue		167,589
Total Revenue		90,894,687

Appropriations & Transfers

010.GENERAL FUND	\$ 21,346,623
030.CAPITAL IMPROVEMENT FUND	\$ 3,933,682
092.INFRASTRUCTURE IMPROVEMENT FUND	\$ 1,969,009
Sub-Total Governmental Funds	\$ 27,249,314

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$ 1,216,832
020. STREET & ALLEY FUND 20	\$ 154,350
021. YOUTH & RECREATION FUND	\$ 1,146,645
022. FIRE DEPARTMENT FUND	\$ 322,749
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111. OK ST CBPS GRANT 21	\$ 125,000
112. OWRB ARPA Grant ARP-23-0160-G	\$ 135,522
118. FAA FUNDING	\$ 2,881,700

Sub-Total Special Revenue Funds	\$ 7,390,637	
Total Governmental Funds Appropriations		\$ 34,639,951
Proprietary Funds		
090.Sallisaw Municipal Authority	\$ 25,382,509	
096. SALLISAW ECONOMIC AUTHORITY	\$ 2,048,163	
Total Proprietary Funds		\$ 27,430,672
Fiduciary Funds		
060. METER FUND 60	\$ 167,589	
Total Fiduciary Funds		\$ 167,589
Transfers Out From General Fund		
010-950-58802. TRANSFER SALES & USE TAX	\$ 9,120,000	
010-950-58805. GRANT MATCH	\$ 200,000	
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 139,600	
010-950-59901. CHAMBER OF COMMERCE	\$ 50,000	
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 40,000	
010-950-59903. SALLISAW MAIN STREET	\$ 20,000	
010-950-59904. KIBOIS AREA TRANSIT	\$ 40,000	
Total Transfers from General Fund	\$ 9,609,600	
Transfers Out From Sallisaw Municipal Authority		
090-400-58802. TRAN TO G.F. SALES TAX	\$ 2,031,250	
090-400-58803. TRANS TO C.I. SALES TAX	\$ 1,015,625	
090-400-58830. TRANSFER TO GEN FUND	\$ 16,000,000	
Total Transfers from Sallisaw Municipal Authority	\$ 19,046,875	
Total Transfers All Funds		\$ 28,656,475
Total Appropriations & Transfers		<u><u>\$ 90,894,687</u></u>

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

- A.** That the budget for the City of Sallisaw, Oklahoma, now before the said Board of City Commissioners for consideration, as herein above summarized and a complete copy of which is on file with the City Clerk, is hereby adopted as the budget for the said City of Sallisaw, Oklahoma, for the period of July 1, 2025, through June 30, 2026.
- B.** That the Finance Director, with the approval of the City Manager, may make transfers between departments and accounts within a fund as needed during the fiscal year. Any additional appropriations, or changes to the total adopted budget of individual funds must be approved by the Board of City Commissioners prior to implementation.

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

Passed and approved this 9th **day of** JUNE, 2025

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MAY 12, 2025

The Board of City Commissioners met in a regular meeting on May 12, 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 May 8, 2025, at 5:30 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, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 4
Members absent:	Julian Mendiola,	Member, Ward 3
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Christian Sizemore, Chris Carter, Clint Smith, Travis Buchanan, Herb Hutchinson, Terry Franklin,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Economic Development Director Network Manager Senior Code Inspector IT Manager Code Enforcement Officer Captain Police chief
Others present:	Lynn Adams; Tim Foote; Taija Buchanan; Ronny Buchanan; Abby Buchanan; Molly Carver; Jeannie Richardson; Shea Richardson; Leslie Jacobs; Ray Jacobs; Pamela Gay; Philip Gay; Michael Hogan; J.W. Fleetwood; Brian Sinyard; 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. Discussion and possible action on removal of any item from the consent agenda

None.

5. Consent agenda

a Possible action on regular minutes of April 14, 2025, and special minutes of April 30, 2025

b Possible action on Invoice paid report for April 2025

Motion was made by Moody, seconded by Hamilton, for approval of consent agenda.
Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

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

None.

7. Discussion and possible action concerning naming the dog park "Baylee Coachman Memorial Dog Park"

Motion was made by Bailey, seconded by Hamilton, to name the dog park Baylee Coachman Memorial Dog Park. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

8. Discussion and possible action on staff's request to declare one (1) 1997 Ford Fire Truck with equipment as surplus, VIN 1FDKF38GXVEA86871; and possible direction to staff to solicit sealed bids from fire departments only for sale of

equipment

Motion was made by Bailey, seconded by Hamilton, to declare one (1) 1997 Ford F35 fire truck as surplus. Vote: Bailey aye; Hamilton aye; Moody aye; Martens aye. Motion carried 4-0.

9. Discussion and possible action on Purchase Order No. 105222, issued to Sequoyah County Sheriff's Office, in the amount of \$25,000.00 for the purchase of one (1) used 2023 Chevrolet Truck for the Police Department

Motion was made by Moody, seconded by Hamilton, for approval of purchase order no. 105222 in the amount of \$25,000.00. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

10. Discussion and possible action on Ordinance 2025-09; An Ordinance Repealing and Striking Chapter 2, Article V, Section 2-242 of the Sallisaw Code of Ordinances and Substituting a New Chapter 2, Article V, Section 2-242 of the Sallisaw Code of Ordinance; Including a Severability Clause; Repealing all Conflicting Ordinances; Providing for Codification; and Declaring an Emergency (emergency purchases)

Motion was made by Hamilton, seconded by Bailey, for approval of Ordinance 2025-09 substituting a new Chapter 2, Article V, Section 2-242 for emergency purchases. Vote: Hamilton aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0. Motion was made by Hamilton, seconded by Moody, for approval of emergency clause. Vote: Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

11. Discussion and possible action on City of Sallisaw Administrative Policy Number: 2.004.00, Revision 5, Purchasing Manual

Motion was made by Moody, seconded by Hamilton, for approval of City of Sallisaw Administrative Policy 2.004.00. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

12. Discussion and possible action on exchange of properties by Quit Claim Deed between the City of Sallisaw and Brian Sinyard; both properties are in the vicinity of the fire training center on Eppler

Motion was made by Bailey, seconded by Moody, to approve the exchange of properties by quit claim deed. Vote: Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

13. Discussion and possible action on City of Sallisaw Administrative Policy Number

1.017.00, Special Event Permits

Motion was made Moody, seconded by Hamilton, for approval of City of Sallisaw Administrative Policy Number 1.017.00. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

14. Discussion and possible action regarding the Council's desire to continue to offer the Community Calendar, which would require replacing the equipment

Motion was made by Hamilton, seconded by Moody, to not replace the community calendar. Vote: Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

15. Discussion on extending the stay of condemnation on 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 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 continue the stay until the July 14th meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

b Possible action to extend stay on Case #02-25-3C; Condemnation of Dilapidated Structure for 2550 East Cherokee Avenue (Old Golf Course)

Motion was made by Moody, seconded by Bailey, to lift the stay and dismiss the condemnation on Case # 02-25-3C. Vote: Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0.

16. Conduct public hearing to determine if property located at 805 South Walnut Street is a public nuisance; Possible action on Case #5-25-1C, condemnation of dilapidated structure and direction to abate nuisance

Mayor Martens opened the Public Hearing at 6:21 p.m. Code Enforcement personnel present the case to the Council. No other questions or comments. The Public Hearing closed at 6:23 p.m. Motion was made by Bailey, seconded by Moody, to table until the June council meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

17. Conduct public hearing to determine if the property located at 613 West Choctaw Avenue is a public nuisance; Possible action on Case #5-25-2C, condemnation of dilapidated structure and direction to abate nuisance

Mayor Martens opened the Public Hearing at 6:24 p.m. Code Enforcement presented the case to Council. No other questions or comments. The Public Hearing closed at 6:26 p.m. Motion was made by Bailey, seconded by Moody, to table until the June meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 4-0.

18. Conduct public hearing to determine if the property located at 411 South Locust Street is a public nuisance; Possible action on Case #5-25-3C, condemnation of dilapidated structure and direction to abate nuisance

Mayor Martens opened the Public Hearing at 6:26 p.m. Code Enforcement personnel presented the case to Council. The public hearing closed at 6:29 p.m. Motion was made by Moody, seconded by Hamilton, to declare Case # 5-25-3C a public nuisance and direct staff to abate. Vote: Moody aye; Hamilton aye; Bailey aye; Martens aye. Motion carried 4-0.

19. Receive update on economic development and grant activities

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

20. Receive update on current and future projects

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

21. 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.

22. Administrative reports

The City Manager gave an update on CMP, AMI, Soccer Field, Draft Animal Ordinance, Landfill, and OWRB. All were for informational purposes only.

23. Adjourn

Motion was made by Hamilton, seconded by Moody, to adjourn the meeting. Vote: Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0. The meeting

ended at 6:51 p.m.

Approved this **9th** day of **June 2025**.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
MAY 20, 2025

The Board of City Commissioners, in conjunction with The Sallisaw Municipal Authority, met in a special meeting on May 20, 2025, in the Council Chambers, 113 North Elm Street, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by e-mailing KXXM; by posting at City Hall on May 14, 2025, at 11:30 A.M.; by posting on the city's website; and, by giving notice to the City Clerk.

Members Present:	Ernie Martens,	Mayor
	Kenny Moody,	Member, Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3
	Brad Hamilton,	Member, Ward 4

Members Absent :	None
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Staff Present :	Brian Heverly,	City Manager
	Jordan Pace,	City Attorney
	Kim Jamison,	City Clerk
	Robin Haggard,	Finance Director
	Keith Miller,	Building Development Director
	Kayle Griffin,	Chief Accountant
	Kenny Shakingbush,	Superintendent – Street
	Terry Franklin,	Police Chief
	John Weber,	Captain
	Jamie Phillips,	Superintendent – Solid Waste
	Jessica Robertson,	Business Support Manager
	Bryan Hyler,	Crew Leader – Street
	Gene Martin,	Superintendent – Equipment Services
	Doug Martin,	Sr Network Technician
	Les Walters,	Superintendent – Parks
	Anthony Armstrong,	Fire Chief
	CJ Eppler,	Superintendent – WWTP
	Jarod Vinson,	Superintendent - WTP
	Amy Pace,	Prevention Services Director
	Micki Kimble,	Coalition Manager

Meeting Called to Order

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

Declaration of a Quorum

A quorum was declared present.

Pledge of Allegiance

City Manager led everyone in the Pledge of Allegiance.

Presentation and Review of Proposed FY 2026 Budget

The City Manager opened with going over some housekeeping items. He reviewed the mission statement, which has not changed. He went over the schedule. He turned it over to Robin Haggard, Finance Director.

The Finance Director recapped FY 25 projects and purchases. She then presented an in-depth overview of the preliminary budget for FY 2026. The key elements that make up the FY 2026 budget include: anticipated revenues and planned appropriations; equipment purchases from capital improvement; building facility projects; Water Treatment Plant lagoon; AMI system; soccer fields; skateboard park; continued landfill expansion process; sewer lines; employee salary and benefits; animal shelter expansion, Brushy Lake pump repairs. The general fund revenue is made up of taxes; gross receipt taxes, permits and licenses; municipal court fines; interest; pool revenues; sale of property and equipment; property rental; refunds; transfers into GF from SMA; and balance forwards. General Fund Expenditures: salaries and benefits; insurances; operating supplies; maintenance- vehicle, facility and equipment; software license; sports complex and brushy park; transfers out of sales and use tax; and transfers for non-profit organizations. SMA type revenues: taxes from general fund; utility revenues; interest; penalties; bad debt recovery; utility connection revenues; and balance forward amounts. SMA expenses: transfers out of sales and use tax; transfers out to other funds for support; electric purchase power cost; telecommunication programming; land purchases related to utilities; engineering fees; other utility related expenditures; and debt service. Across all funds electric service provides 34.85% of revenue, sales tax 20.59%, use tax 2.52%; telecommunications 7.61%, water and sewer 10.41%, solid waste 9.92%, utility penalties 0.35%; other GF revenues 4.28%; grant revenue 9.47%. The expenses across all funds are SMA-Telecom 7.3%; capital projects/purchases 7.55%; salaried 23.55%, employee insurance 5.37%; retirement 2.59%; other employee benefits 5.58%, electric

purchase power costs 20.26%; debt service 8.26% and GF daily dept operations 19.55% . She reviewed the sales tax breakdown. She then reviewed sales tax, use tax, and the hotel motel tax amounts showing positive overall growth of all.

The General Fund estimated revenue for FY 2026 is \$30.9 million. An increase of 8%. The non-proprietary departments budget increased \$850,000, most of that increase is for salaries and benefits. The proprietary departments budget increased 7% to an operating budget of \$1.2 million. General Fund transfers and contributions include, \$9.1 million transfers of sales and use tax, \$147.5k to support groups. SIC was increased to \$40,000.00 The total contingency, sundry, and transfer total \$10.7 million. The appropriations by category were reviewed. Airport was discussed briefly; facilities, and the need for additional hangars. The City Manager advised that health insurance premiums increased. Also, there is an extra payroll this upcoming year, this occurs every 11 years. These were factors in the salary and benefit cost increase. There are 151 full-time positions budgeted for FY 26. This does not include restructuring and additional personnel requests. These are allowed for in contingency, if approved. WC premiums have not been received. Insurance increases were discussed. We had 8 new personnel requests, 2 were funded. Retirement was reviewed. There was a mandated increase for police pension. Insurance rates were discussed.

A break was taken.

Capital Improvement Fund. This fund is used for items with a cost greater than \$5,000 and a useful life greater than 2 years. For the new Fiscal Year, the Capital Improvement Fund budget is \$3,933,682, before any final adjustments. Expenses for the new year include ongoing lease purchase payments, capital improvement contingency, reserve for future PD construction. A total of \$2.2 million in new requests were funded.

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

The City Manger presented Proposed Restructuring and City Staffing. It would include reallocating current positions, move a position from the Street Department to the Water/Sewer Department. As well as moving a Finance position to Economic Development. Reclassify several positions. Create additional first line supervisor positions. Give Crew Leaders authority and move to pay grade 17. New job descriptions for all proposed positions. Additional personnel requests: transition from part-time to full-time in Customer Service; transition from temp to full-time in Humane; add one (1) water distribution position, and one fleet maintenance position. The restructure plan was presented. Approximate cost is \$235,000.00

At 11:57 a break was taken for lunch. It was stated that the break would be 45 minutes. The meeting resumed at 12:44 p.m.

City Manager Heverly reviewed Capital Improvement Proposals and Projects. A list of the funded items was reviewed. Also included were those requests that were unfunded. Prior to detailed discussions, he asked that Council think over the requests tonight and bring back anything they felt anything needed to be changed. Brian presented, as well as Supervisors, the detailed requests.

A 10-minute break was taken at 1:40 p.m.

Discussion of requests continued.

Motion was made by Moody, seconded by Bailey, to recess the meeting and reconvene on May 21st at 9:00 a.m. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting recessed at 2:37 p.m.

Wednesday, May 21, 2024

Board Present: Ernie Martens; Kenny Moody; Josh Bailey; Julian Mendiola; Brad Hamilton

Staff Present: Brian Heverly; Robin Haggard; Kayle Griffin; Jordan Pace; Kim Jamison; Doug Martin; John Weber; Jessica Robertson; Amy Pace; Micki Kimble; Jamie Phillips; Jarod Vinson; Anthony Armstrong; Ted Capps; Gene Martin; Kenny Shakingbush; Bryan Hyler.

Others Present: Lynn Adams; others unidentified.

The meeting began by the City Manager leading everyone in the Pledge of Allegiance.

Discussion of Capital Improvement Proposals resumed. Council advised that If funding allowed then the Office Building for the WWTP as well as the reel trailer for Telecommunication should be purchased since the costs were minimal. They also felt the digger truck for the electric department should be the next item considered for funding (being placed as the next item below the cut line).

Topics discussed in depth. Master Fee Schedule; Diamondnet Cable Service; Comprehensive Master Plan; Storm Drainage; Brushy Lake.

11:51 a break was taken for lunch. Return at 12:45 p.m.

Items discussed in depth: Landfill; WWTP; Debt maintenance/reduction; Fire Department; City Manager 10-year plan.

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ended at 1:28 p.m.

Approved this 9th day of June 2025.

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk
[Seal]

AGREEMENT FOR CITY OF SALLISAW MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

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

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

DURATION:

This agreement shall be in effect from July 1, 2025, through June 30, 2026. Thereafter, this agreement shall be renewed for successive one year periods corresponding with the fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

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

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

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

OBLIGATIONS OF THE CITY:

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

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

c. Restitution;

d. Costs as authorized by law.

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

from the jail until the impediment to release is resolved.

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

THE DISTRICT COURT:

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

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

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

any other proper purposes.

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

STATUS OF VARIOUS EMPLOYEES:

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

In the event parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City's Attorney, Jordan Pace, P.O. Box 862, Sallisaw, Oklahoma 74955, (918) 774-3740.

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

SIGNED and DELIVERED this _____ day of _____, 2025.

Judge of Judicial Administrative District

APPROVED as to form the legality this _____ day of _____, 2025.

District Attorney

PASSED AND APPROVED by the Mayor and Council of the City of Sallisaw,
Oklahoma this 9th day of June, 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

GENERAL LEASE

This lease, made this 9th day of June, 2025, by and between City of Sallisaw, a Municipal Corporation, lessor, and Sallisaw Lumber Company, Inc., lessee;

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

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

(2) To have and to hold the same to the lessee from and after the 1st day of July 2025, to the 30th day of June, 2026. And said lessee in consideration of the premises herein set forth, agrees to pay to the lessor as rental for the above described premises the sum of \$10.00, due and payable on the date hereof.

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

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

(5) It is further agreed, that at the end of this lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the lessor in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals the date first above written.

LESSOR:

**CITY OF SALLISAW, A MUNICIPAL
CORPORATION**

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

LESSEE:

SALLISAW LUMBER COMPANY, INC.

By:

Manager

ATTEST:

Secretary

[SEAL]

AGREEMENT

THIS AGREEMENT made and entered into on this 9th day of June 2025, between the City of Sallisaw, Oklahoma called the “City” and the Sallisaw Main Street, a non-profit organization.

W I T N E S S E T H:

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

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

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

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

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

5. Sallisaw Main Street agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay Sallisaw Main Street as compensation for services to be rendered under this Agreement the sum of \$20,000.00. It is understood that said sum of \$20,000.00 shall be used solely and only for the promotion and development of business, including the facade improvement program, within the City of Sallisaw's downtown. The City will remit to Sallisaw Main Street, on a monthly basis, 1/12 of the contract amount.
7. This Agreement is not assignable by Sallisaw Main Street. This Agreement shall cover the year commencing July 1, 2025, and shall terminate on June 30, 2026.

WITNESS OUR HANDS the 9th day of June 2025 at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED AS TO FORM:

Jordan Pace, City Attorney

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

By: _____
Representative

ATTEST:

Secretary

AGREEMENT

THIS AGREEMENT made and entered into on this 9th day of June 2025, between the City of Sallisaw, Oklahoma called the "City" and the Sallisaw Chamber of Commerce, a non-profit organization, hereinafter called the "Chamber."

W I T N E S S E T H:

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

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

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

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

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

5. The Chamber agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay the Chamber as compensation for services to be rendered under this Agreement the sum of \$50,000.00. It is understood that said sum of \$50,000.00 shall be used solely and only for the promotion of business, industrial development, and tourism within the City of Sallisaw. The City will remit to the chamber, on a monthly basis, 1/12 of the contract amount.
7. The Chamber shall establish an office in Sallisaw and shall keep the office open to the public during normal working hours, for no less than 37 hours per week, and provide information to visitors regarding tourism and economic development.
8. This Agreement is not assignable by the Chamber. This Agreement shall cover the year commencing July 1, 2025, and shall terminate on June 30, 2026.

WITNESS OUR HANDS the 9th day of June 2025, at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)

APPROVED AS TO FORM:

Jordan Pace, City Attorney

**SALLISAW CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION**

By: _____
President

ATTEST:

Secretary

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

This contract made and entered into this 9TH day of JUNE, 2025, by and between the Sallisaw Improvement Corporation, a non-profit organization, (hereinafter referred to as "SIC"), the City of Sallisaw, a Municipal Corporation, (hereinafter referred to as "CITY") and the Sallisaw Economic Authority (hereinafter referred to as "SEA").

WITNESSETH:

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

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

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

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

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

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

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

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

CITY during the operation of the program. The CITY will provide the sum of \$40,000.00, for the fiscal year 2025-2026 and SIC will raise funds to support the program set out herein and shall use its best efforts to match the amount provided by the CITY. Either the CITY or SIC shall receive credit towards any due and owing amount for the value of any monetary goods, facilities, equipment or supplies given by the respective parties during any year of operation, value to be set by the Directors of SIC.

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

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

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

Executed on the date first written above.

CITY OF SALLISAW, OKLAHOMA
A Municipal Corporation

BY: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

SALLISAW IMPROVEMENT CORPORATION

BY: _____
President

ATTEST:

Secretary

(SEAL)

Approved as to form:

City Attorney

AGREEMENT

This Agreement made and entered into this 9th day of June 2025, by and between the **City of Sallisaw**, Oklahoma, an, Oklahoma Municipal Corporation (hereinafter referred to as “**CITY**”) and the **Boys and Girls Club of Sequoyah County**, a non-profit organization (hereinafter referred to as “**CLUB**”).

WITNESSETH:

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

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

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

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

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

1. The **CITY** agrees to provide funding in the amount of twenty thousand dollars (\$20,000.00) during the term of this agreement, such funding to be provided from the City of Sallisaw Youth and Recreation Fund. The **CLUB** shall have the option to receive funding in a lump sum or prorated on a monthly basis for the term of this Agreement.
2. The **CLUB** agrees that funding received shall not be used for payment of any salaries or benefits of the employees of the **CLUB**; nor shall funding be used for facility maintenance, utility or insurance costs.
3. The **CLUB** agrees that funding received from the Sallisaw Youth and Recreation Fund shall not be used to supplant existing funding used for current youth activities within the city limits of Sallisaw.
4. The **CLUB** agrees that all funding supplied by the **CITY**, shall be used to provide youth activities of the Sallisaw Boys and Girls Club within the city limits of the City of Sallisaw, and used for the following only:
 - a. Purchasing supplies and materials to facilitate youth activities provided by the **CLUB**.
 - b. Purchasing equipment that assists in providing youth activities in Sallisaw.
 - c. Payment for certain youth activity programs provided by outside speakers, teachers or organizations, where those programs take place in Sallisaw.
5. The **CLUB** agrees to furnish a monthly report to the **CITY**, detailing how funding provided by the **CITY** is utilized by the **CLUB**.
6. This Agreement shall not be assignable by the **CLUB**.
7. **TERM.** This Agreement shall cover the year beginning July 1, 2025 and terminate on June 30, 2026.

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

City of Sallisaw

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk
(Seal)

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

Laura Kuykendall, CEO

Approved as to form: _____
Jordan Pace, City Attorney

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2025, by and between the CITY OF SALLISAW, a Municipal Corporation Sequoyah County, State of Oklahoma, (hereinafter "CITY") and KI BOIS COMMUNITY ACTION FOUNDATION, INC (hereinafter "KIBOIS").

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

- I. The CITY finds that KI BOIS performs functions that are for a public purpose, specifically the providing of transportation services in and around the Sallisaw area;
- II. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Sallisaw area per an operating schedule provided by KI BOIS and approved by the City of Sallisaw.
- III. The term of this agreement shall be for the City Fiscal Year 2025-2026, beginning July 1, 2025, and ending June 30, 2026.
- IV. KI BOIS will provide the CITY with regular utilization data, as requested, and other pertinent ridership information in order to keep the CITY informed as to the operational matters of the public transportation program.
- V. In consideration of the mutual promises, covenants and agreements hereinabove set forth, the CITY agrees to provide funding in the amount of forty thousand dollars (\$40,000.00) per year; said funding to be used as capital matching funds allowing KI BOIS to acquire passenger vehicles to be used for providing public transportation services in the Sallisaw area. Funding may be requested by KI BOIS in monthly installments, or as a lump sum payment, upon presentation of an invoice to the CITY.
- VI. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the CITY to KI BOIS for services provided and that this contract is limited to the term set forth above.

VII. Points of Contact

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

KI BOIS Community Action
1206 West Redwood
Sallisaw, OK 74955

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of June 2025.

KI BOIS Community Action

By/Title: _____

CITY OF SALLISAW, OKLAHOMA

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[Seal]

Approved as to form:

Jordan Pace, City Attorney

Date

AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into this 1st day of July, 2025 (**lease date**), by and between City of Sallisaw, a Municipal Corporation, LESSOR, and Paul Greg Gambill, II, 1445 N. Main Street, Mulberry, Arkansas 72947, LESSEE.

1. **WITNESSETH**, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** a metal building, identified as Airport Hangar #1706, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma.
2. The Term of this Lease shall be from the lease date noted above to June 30, 2026, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above-described premise, the sum of One Hundred and Fifty Dollars (\$150.00) per month, payable in advance on or before the 1st day of each month. A late fee will be assessed on the 10th day of the month in the amount of \$25.00 for any unpaid lease payment due. The lease payment may be made monthly or yearly. The lease amount of this hangar may be changed by the **LESSOR** upon a written 60-day notice.
4. **LESSEE** agrees the building leased shall be used for the storage of aircraft and shall be kept in a neat and orderly manner.
5. **LESSEE** agrees that if **LESSEE** ceases to store an aircraft in the leased hangar for a period exceeding six (6) months, **LESSOR** may cancel this lease immediately upon written notice to the **LESSEE**.
6. **LESSEE** agrees that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
7. **LESSEE** agrees to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
8. All utilities provided to the hangar shall be the responsibility of the **LESSEE**.

9. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of **LESSOR**, after being authorized by the **LESSOR**. At any time, **LESSEE** may submit a request for improvements to the **LESSOR** and **LESSOR** shall consider those improvements and perform the same if **LESSOR** sees a cost benefit and a list of the requested improvements. Any damage caused by the **LESSEE** shall be repaired and paid for by the **LESSEE** or billed to the **LESSEE**, for prompt payment, if repaired by the **LESSOR**. Damages repaired by the **LESSEE** shall meet the standards of the **LESSOR** and must be approved by the **LESSOR** prior to repairs being completed.
10. **LESSEE** further agrees:
- a. The hangar door shall not be left open or unattended.
 - b. No signs shall be attached to the hangar.
 - c. No fueling of aircraft shall be performed within the hangar.
 - d. No hazardous or toxic materials shall be stored in the hangar.
 - e. Ramps or taxiways shall not be used as a parking space for vehicles. Only approved parking spaces shall be used.
 - f. No open flame heaters shall be stored or operated within the hangar.
11. At the end of this lease, or sooner termination thereof, **LESSEE** shall give peaceable possession of the premises to **LESSOR** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals on this 9th day of June 2025.

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

Approved as to Form:

Jordan Pace, City Attorney

AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into by and between the CITY OF SALLISAW, a Municipal Corporation, herein referred to as the LESSOR, and Chad Sheffield, of 479019 Old US Highway 64, Muldrow, Oklahoma 74948, AND J. Brooks Coffee, of P.O. Box 412, Vian, Oklahoma 74962, herein referred to as the LESSEES.

LESSOR is the owner of an airport known as the Sallisaw Municipal Airport at Sallisaw, Oklahoma, herein referred to as the AIRPORT.

1. WITNESSETH, that said LESSOR, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto LESSEES a metal building, 60 feet by 60 feet, identified as Airport Hangar # 1716, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma, being situated on a tract of land 86.50 feet by 70.00 feet and more particularly described as: All that part of the SW¼ SE¼ of Section 7, Township 11 North, Range 24 East, Indian Base and Meridian, Sequoyah County, Oklahoma, described using an assumed basis of bearing being North-South along the West line of the SE¼ of said Section 7, created by Kelly Osburn P.L.S. No. 1628 and more particularly described as: Commencing at the NW corner SW¼ SE¼ of said Section 7, thence along the West line thereof South 175.36 feet; thence East 227.08 feet to the point of beginning; thence continuing East 86.50 feet; thence S00°34'24"E 70.00 feet; thence West 86.50 feet; thence N00°34'24"W 70.00 feet to the point of beginning, containing 0.14 acres, more or less.
2. The Term of this Lease shall be effective from the 1st day of July, 2025 to the 30th day of June, 2026, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice.
3. LESSEES, in consideration of the premises herein set forth, agrees to pay to LESSOR, as rental for the above-described premise, the sum of *Two Hundred and Fifty Dollars (\$250.00)* per month, payable in advance on or before the 1st day of each month. A late fee will be assessed on the 10th day of the month in the amount of \$25.00 for any unpaid lease payment due. The full lease payment may be prepaid in advance annually. The lease amount of this hangar may be changed by the LESSOR upon a written 60-day notice.
4. LESSEES agree the building leased shall be used for the storage of two aircrafts and no other purpose, and LESSEES shall keep the leased premises in a neat and orderly manner.
5. LESSEES agree that if LESSEES cease to store aircrafts in the leased hangar for a period exceeding six (6) months, LESSOR may cancel this lease immediately upon written notice to the LESSEES.
6. LESSEES are granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport

including, but not limited to, the landing field and any extensions thereof, roadways, runways, taxiways, aprons, beacons, landing lights signals, radio aids, and all conveniences for flying, takeoffs and landings, subject to the rules, laws or regulations regarding the same.

7. LESSEES agree that they will, at their own expense, keep and maintain the lease premises and all structures and fixtures thereon in good repair and in a clean, safe and healthful condition at all times. Maintenance on and around the lease premises shall include, but is not limited to mowing grass and elimination of trash, garbage, etc. LESSEES further agree to not allow any condition on the leased premises that may interfere with the landing, taxing and take off of aircraft.
8. LESSEES agree that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
9. LESSEES agree to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
10. All utilities provided to the hangar shall be the responsibility of the LESSEES.
11. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of LESSOR, after being authorized by the LESSOR. At any time, LESSEES may submit a request for improvements to the LESSOR, and LESSOR shall consider those improvements and perform the same if LESSOR sees a cost benefit of such list of requested improvements. Any damage caused by the LESSEES shall be repaired and paid for by the LESSEES or billed to the LESSEES, for prompt payment, if repaired by the LESSOR. Damages repaired by the LESSEES shall meet the standards of the LESSOR and must be approved by the LESSOR prior to repairs being completed.
12. LESSEES further agree:
 - a. The hangar door shall not be left open or unattended.
 - b. No signs shall be attached to the hangar.
 - c. No fueling of aircraft shall be performed within the hangar.
 - d. No hazardous or toxic materials shall be stored in the hangar.
 - e. Ramps or taxiways shall not be used as a parking space for vehicles; Only approved parking spaces shall be used for vehicles.
 - f. No open flame heaters shall be stored or operated within the hangar.
13. At the end of this lease, or sooner termination thereof, LESSEES shall give peaceable possession of the premises to LESSOR in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

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

WITNESS our hands and seals this 9th day of June, 2025.

LESSOR: CITY OF SALLISAW, A Municipal Corporation _____ Ernie Martens, Mayor Attest: _____ Kim Jamison, City Clerk [seal]	LESSEES: _____ Chad Sheffield _____ J. Brooks Coffee
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Approved as to Form:

Jordan Pace, City Attorney

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 9th day of June, 2025, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Gans, Oklahoma, (hereinafter referred to as "Town").

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

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

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

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Forty-Five Dollars (\$45.00) for each animal delivered to the City's animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2025 and will terminate on 30th day of June, 2026, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty

(30) day written notice by one party to the other. Notices shall be delivered to the following:

For the City:	City Manager City of Sallisaw 115 East Choctaw P. O. Box 525 Sallisaw, Oklahoma 74955-0525
For the Town:	Town Manager/Town Clerk Town of Gans 102 South Stacey Gans, Oklahoma 74936

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

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

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

Approved as to form and legality this 9th day of June, 2025.

JORDAN PACE, City Attorney

TOWN OF GANS, OKLAHOMA

By:

Mayor

ATTEST:

Town Clerk

[SEAL]

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 9th day of June, 2025, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Vian, Oklahoma, (hereinafter referred to as "Town").

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

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

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

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Forty-Five Dollars (\$45.00) for each animal delivered to the City's animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2025 and will terminate on 30th day of June, 2026, unless sooner terminated.

4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered to the following:

For the City:	City Manager City of Sallisaw 115 East Choctaw P. O. Box 525 Sallisaw, Oklahoma 74955-0525
For the Town:	Town Manager/Town Clerk Town of Vian P. O. Box 687 Vian, Oklahoma 74962

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

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

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

Approved as to form and legality this 9th day of June, 2025.

JORDAN PACE, City Attorney

TOWN OF VIAN, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

[SEAL]

GENERAL LEASE

This lease made and entered into this 9th day of June 2025, by and between City of Sallisaw, a Municipal Corporation, **LESSOR**, and Sallisaw NOW Coalition, **LESSEE**;

1. Witnesseth, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** office space of approximately 1,000 square feet, located at 101 North Wheeler Ave., Sallisaw, Oklahoma. Space may be used for office or general storage areas. In addition, **LESSOR** also agrees to lease and let unto **LESSEE** a room in the northeast corner of the new Sallisaw Event Center, located at 103 North Wheeler, of approximately 200 square feet, to be utilized for storage only.
2. Lease term shall be from the 1st day of July 2025 to the 30th day of June 2026.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above described premises, the sum of *Two Thousand Three hundred Dollars* (\$2,300.00) per month, payable in advance on the 1st day of each month, beginning July 1, 2025.
4. It is further agreed, by and between the parties thereto, that all utilities and/or improvements and repairs on said premises will be the sole responsibility of **LESSOR**.
5. **LESSEE** is aware this facility has public access for different types of meetings and events, **LESSEE** agrees to keep leased areas clean, free of clutter and presentable at all times. **LESSOR** agrees to provide janitorial services two (2) days per week, provided such services are available.
6. It is further agreed by and between the parties hereto that this Lease, or any portion of, can be canceled by either party by giving ninety (90) days written notice.
7. It is further agreed that at the end of this Lease, or sooner termination thereof, **LESSEE** shall give peaceable possession of the premises to **LESSOR** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals the date first above written.

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

LEASE WITH AGREEMENT TO REMOVE LIME WASTE

This Agreement and Lease is entered into this 9th day of June, 2025, by and between the City of Sallisaw, a Municipal Corporation, lessor, and Honeycutt Backhoe and Dozer, LLC, d/b/a Nathan Honeycutt, lessee;

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

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

2. To have and to hold the same to the lessee, for an effective term, from the 1st day of July, 2025, to the 30th day of June, 2026, in consideration of the sum of \$1.00 payable on the date hereof, and the further agreement to diligently remove lime waste from the above described property during the term of this Lease. Lessee shall report to Lessor quarterly the amount of lime waste removed from the above described property.

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

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

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

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

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

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

Witness our hands and seals the date first above written.

LESSOR:

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

LESSEE:

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

By: _____
NATHAN HONEYCUTT

**AGREEMENT
BRUSHY LAKE CAMP HOST**

This Agreement made and entered into this 9th day of June 2025, by and between the **City of Sallisaw**, hereinafter referred to as the **CITY**, and **Randy Jones, 1100 Fullbright Road #5, Sallisaw, OK 74955**, hereinafter referred to as **HOST**.

TERMS AND CONDITIONS

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

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

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

SECTION 1. TERM, RENEWAL AND COMPENSATION

1. **CITY** hereby contracts with **HOST** to act as Camp Host for Brushy Lake Park for the period of July 1, 2025 (Effective Date), through June 30, 2026 (Ending Date).
2. At any time, this agreement may be terminated prior to the **Ending Date** by either party upon a thirty (30) day notification to either party.
3. Although the **CITY** may approach the **HOST** about extending this Agreement, nothing in this agreement shall constitute a requirement of the **CITY** to renew the agreement after the **Ending Date** noted above.
4. To perform the duties hereinafter described, the **HOST** shall be paid One Thousand dollars (\$1,000.00) monthly. Payment shall be processed on or before the last day of each month. Being a contractor, **CITY** shall not withhold taxes from pay and shall issue **HOST** a 1099 form at the end of the calendar year. **HOST** shall be required to complete a W9 Form.

SECTION 2. GENERAL CONDITIONS AND HOST RESPONSIBILITIES

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

- l. Occasionally, schedule activities for campers utilizing the park.
 - m. Maintain a cell phone, check email address provided by the **CITY**, and respond as needed, daily.
 - n. Provide oversight of any seasonal employees hired to assist in the operation of Brushy Lake Park.
5. Time Commitment. Although the **HOST** shall be available at any time during the term of this AGREEMENT, **HOST** shall commit a minimum of four (4) hours daily for the required tasks noted above.

SECTION 3. CITY RESPONSIBILITIES

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

SECTION 4. FORCE MAJEURE

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

SECTION 5. NOTICES

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

SECTION 6. GOVERNING LAW

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

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

CITY OF SALLISAW

HOST

Ernie Martens, Mayor

Host Name: Randy Jones

ATTEST:

Kim Jamison, City Clerk
(Seal)

Approved as to form: _____
Jordan Pace, City Attorney

AGREEMENT

This Fixed Base Operator Agreement and Lease made and entered into this 9th day of June, 2025, by and between the **City of Sallisaw, Oklahoma**, an Oklahoma Municipal Corporation (hereinafter referred to as “**City**”) and **Thomas Haning, d/b/a T3Aerosports, LLC**, (hereinafter referred to as “**FBO**”), both sometimes referred to collectively as the “**Parties**”.

WITNESSETH:

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

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

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

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

1. The Board of City Commissioners shall be the approving authority of this Agreement.
2. For the City, the City Manager shall be recognized as the Airport Manager.
3. **Ownership of Facility.** The City shall retain ownership of the Facility at all times, including, but not limited to real estate, technical equipment, furniture, signs, fixtures, and similar property, including improvements made during the Term of this Agreement, excluding items owned by the FBO. Any data, equipment or materials furnished by the City to FBO shall remain the property of the City and shall be returned to the City when it is no longer needed or upon termination or expiration of this Agreement.
4. **Term of Agreement.** The term of this agreement shall be from the **1st day of July 2025** (Effective Date), through the **30th day of June, 2026** (the “Term Date”).
5. **Additional Consecutive Terms.** Prior to June 30 of each calendar year, the City, upon approval of the Board of City Commissioners, and the FBO, may mutually agree to extend this Agreement for a period of one additional year.
6. **Engagement and Scope of Services.** The City hereby engages **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator, or “FBO” of the Facility to perform certain aeronautical operations and services for the benefit of the residents of the City and airport users. FBO accepts such engagement pursuant to the terms and conditions set forth herein. The scope of this Engagement includes, but is not limited to:
 - a. For services provided to the City, and specified in this agreement, **FBO shall be paid in monthly installments of seven thousand eighty three dollars and thirty three cents (\$7,083.33) per month**, for each month this Agreement is in effect. Payment

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

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

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

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

b. Terminal Building.

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

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

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

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

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

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

14. Fuel Facility and Sale of Fuel

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

15. Maintaining the Facility.

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

16. Fees Associated with Airport Runway, Taxiway, Aprons

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

17. Other Requirements of the City.

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

- e. City shall furnish a courtesy vehicle(s) for use by pilots or crew members utilizing the Facility.
18. **Notices.** Whenever notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall wither be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:
- | | |
|-------------------------|-----------------------|
| <u>If to the City:</u> | <u>If to the FBO:</u> |
| City of Sallisaw | Tom Haning |
| Attention: City Manager | T3Aerosports, LLC |
| P.O. Box 525 | 452992 E 980 Road |
| Sallisaw, OK 74955 | Vian, OK 74962 |
19. **Choice of Law.** This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
20. **Indemnification and Hold Harmless.** FBO shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of the FBO, its employees and agents, under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by FBO and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- City will defend, hold harmless, and indemnity, to the extent required by the Governmental Tort Claims Act, FBO, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or failure to perform obligations under this agreement.
21. **Relationship of Parties.** FBO enters into this Agreement, and shall continue to be, an independent contractor. All services shall be performed only by the FBO and FBO employees. Under no circumstances shall FBO, or any of the FBO's employees, be entitled to any City benefits, including without limitation worker's compensation, disability insurance, vacation or sick pay. FBO shall be responsible for providing, at their own expense, and in their name, unemployment, disability, workers compensation and other insurance.
22. **Severability.** If any one or more of the sections, sentences, clauses, or parts of this Agreement should be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
23. **Governmental Tort Claims Act.** By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act of the State of Oklahoma, do not waive sovereign immunity, any defenses, or any limitations of liability as may be

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of June, 2025.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Kim Jamison, City Clerk

Approved as to form:

Jordan Pace, City Attorney

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

Date: _____

FBO
Name

Signature

Printed Name and Title

FBO'S ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF SEQUOYAH)

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

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

_____, Notary Public

My commission expires: _____ Commission #: _____

RESOLUTION NO. 2025-04

RESOLUTION OF LEASE RENEWAL

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

**One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck,
SN: 3BPD L70X4LF105225**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2025, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026, unless prior to June 30, 2026, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 9th day of June , 2025.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2025.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2025-05

RESOLUTION OF LEASE RENEWAL

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

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

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2025, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026, unless prior to June 30, 2026, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 9TH day of June, 2025.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2025.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2025-06

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 30TH day of September 2024 a certain lease agreement was made and entered into by and between **FIRSTAR BANK**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2024 CATERPILLAR 926 WHEEL LOADER
SN: CAT00926LK8E00774**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2025, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026, unless prior to June 30, 2026, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

1

APPROVED this 9th day of June, 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2025.

FIRSTAR BANK

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2025-07

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 30TH day of December 2024 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2024 FREIGHTLINER M2 106 SIDE LOAD
AUTOMATED SANITATION TRUCK
C&C SN: 3ALACYFE0RDUP2527
BODY SN: AU241000107562101**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2025, unless extended in the manner provided in said Lease Agreement, and

WHEREAS, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2025, and ending on the 30th day of June, 2026, unless prior to June 30, 2026, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 9th day of June , 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2025.

National Bank of Sallisaw

By: _____
President

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Law Enforcement Mutual Aid Agreement

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

INITIATOR: Chief of Police

STAFF INFORMATION SOURCE: Chief of Police

BACKGROUND: The current agreement will expire on June 30, 2025. Approval will renew the interlocal agreement through June 30, 2026.

EXHIBITS:

KEY ISSUES: Current agreement expires June 30, 2025.

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval of Resolution 2025-08.
2. Approval of Law Enforcement Mutual Aid Agreement.

RESOLUTION 2025-08

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

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

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

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

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

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

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

ADOPTED THIS 9th day of June, 2025, at a regular meeting of the governing body, in compliance with the Open Meeting Act of the State of Oklahoma.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

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

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

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

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

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

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

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

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

SECTION I. TERMS AND PROCEDURES

1. Operations:

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

2. Powers, Privileges, Immunities, and Costs:

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

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

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

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

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

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

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

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

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

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

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

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

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

Voluntary:

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

Operational:

7. Hostage and barricaded subject situations.

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

SECTIONS IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

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

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

SECTION V. CONCURRENT JURISDICTION

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

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

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

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

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

1. General Requirements:

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

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

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from July 1, 2025 through and including June 30, 2026.

SECTION VII. RENEWAL, AMENDMENT AND/OR CANCELLATION

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

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

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

Passed and approved by the Board of City Commissioners of the City of Sallisaw, Oklahoma, on the 9th day of June, 2025.

CITY OF SALLISAW, OKLAHOMA

BY: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

TERRY FRANKLIN, Chief of Police

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this _____ day of June, 2025.

JORDAN PACE,
Sallisaw City Attorney

Passed and approved by the Sequoyah County Board of Commissioners on this the ____ day of _____, 2025.

CHAIRMAN,
Board of Commissioners, Sequoyah County,
Oklahoma

ATTEST:

JULIE HAYWOOD, County Clerk
Sequoyah County, Oklahoma

Approved, entered into and executed by the Sheriff of Sequoyah County, on this the ____ day of _____, 2025.

LARRY LANE, Sheriff
Sequoyah County, Oklahoma

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this _____ day of _____, 2025.

JACK THORP, District Attorney
District Attorney, District 27

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF OKLAHOMA, on this _____ day of _____, 2025.

GENTNER DRUMMOND, Attorney General
Attorney General, State of Oklahoma

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Hospital Sales Tax Agreement

ITEM TITLE: Discussion and possible action on Resolution 2025-09; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority*

INITIATOR:

STAFF INFORMATION SOURCE:

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

EXHIBITS: 1. City.Resolution.25.09.sales tax.hospital

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2025-09.

RESOLUTION 2025-09

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

WHEREAS, a Sales Tax Agreement between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer to Sequoyah County - City of Sallisaw Hospital Authority the excess of proceeds of sales tax levied remaining after the expenditure of funds by the City as identified in the Sales Tax Agreement dated February 1, 2025; and

WHEREAS, the Authority and the City desire to renew such Sales Tax Agreement for a successive annual period, commencing July 1, 2025 and ending June 30, 2026.

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

SECTION 1:

The Sales Tax Agreement, and any assignment thereof, between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer the excess of proceeds of the sales tax levied remaining after the expenditure of fund by the City identified in the Sales Tax Agreement dated February 1, 2025, is hereby approved for a successive annual period, commencing July 1, 2025 and ending June 30, 2026, by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City.

PASSED AND APPROVED THIS 9th day of June, 2025.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Workers' Compensation Insurance

ITEM TITLE: Discussion and possible action on FY 2025-26 Oklahoma Municipal Assurance Group (OMAG) Invoice for renewal of Workers' Compensation Insurance in the Amount of \$308,063.00, paid quarterly, and Escrow Use Form

INITIATOR: City Manager
City Clerk

STAFF INFORMATION SOURCE: City Manager
City Clerk

BACKGROUND: Our Workers' Comp Insurance is provided by the Oklahoma Municipal Assurance Group (OMAG). The annual premium for FY 2025-2026 is \$308,063.00, paid quarterly.

Our current escrow balance is \$393,050.54. We have elected to not utilized these funds.

EXHIBITS: 1. WC INVOICE
2. 2025.26 Escrow Use Form

KEY ISSUES: None

FUNDING SOURCE: General Fund #010-51105.

RECOMMENDATION: Approval of FY 2025-2026 Workers' Comp invoice in the amount of \$308,063.00, and escrow use form.



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

Date of Invoice: 5/30/2025

INVOICE-Workers' Compensation Aggregate Deductible Plan

Mail To: City of Sallisaw P.O. Box 525 Sallisaw, OK 74955-0525	Insured: City of Sallisaw Policy No.: WCV140025609 Effective Date: 7/1/2025 Expiration Date: 7/1/2026
---	--

Inst. No.	Date	Transaction Type	Amount
1	7/1/2025	Renewal	\$77,015.75

Est. Annual Premium: 135,113.00 Loss Fund Aggregate Ded. Amt: 135,118.00 OMAG Admin. Fee: 37,832.00 Total Premium: 308,063.00 Total Policy Balance Before Payment: \$308,063.00	Current Amount Due: \$77,015.75 Payment Due By: 7/1/2025
---	---

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

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

Return bottom portion with your remittance.

Policy Number: WCV140025609 Insured Name: City of Sallisaw Invoice Number: 28049	Amount Due: \$77,015.75 Payment Due By: 7/1/2025
--	---

PLEASE REMIT PAYMENT TO:

OMAG

P. O. Box 3091

Edmond, OK 73083

2025-2026 Escrow Use Form for City of Sallisaw

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

ESCROW (including any interest credit) \$ 393,050.54

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

_____ 1. We will use \$_____ of our Escrow Credit to reduce our 2025-2026 premium for the Workers' Compensation renewal. NOTE: A copy of the board/council minutes is required.

 X 2. We will not use our Escrow Credit to reduce our 2025-2026 premium for the Workers' Compensation renewal.

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

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

06/09/2025

Date

Signature of Authorized Representative

KIM JAMISON, CITY CLERK

Printed Name and Title

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

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Detachment

ITEM TITLE: Discussion and possible action on items related to Petition for Detachment by Leslie J. Broyles (Statin Broyles, Agent)

INITIATOR: Statin Broyles, agent for Leslie Broyles

STAFF INFORMATION SOURCE:

BACKGROUND: Statin Broyles, agent for Leslie J. Broyles, is requesting to detach from the city limits. The property is located at approximately 1413 S. Cedar. The property abuts the city limits on all four (4) sides.

EXHIBITS: 1. Detachment Application - Broyles

KEY ISSUES: Approval would set an untenable precedent, allowing any property owner, any location within the city, to detach from the city limits.

FUNDING SOURCE: N/A

RECOMMENDATION: Deny detachment request and ordinance 2025-10.

DE-ANNEXATION APPLICATION

City of Sallisaw
115 East Choctaw Avenue
Sallisaw, OK 74955
Ph. 918-775-6241

Office Use Only

Application Fee:	\$200
Publication Fee:	Actual Cost
Certified Mailing Fee:	\$75
Ordinance Publication Fee:	\$150
Date Received: _____	Receipt No. _____

All Applications Must Include the Following:

- ☐ **Application:** Fill out the application form completely.
- ☐ **Fees:** All applicable fees; i.e.: application fee, advertising fee, certified mailing fee.
- ☐ **Proof of Ownership:** A copy of the Deed.
- ☐ **Site Plan:** Submit a complete site plan.
- ☐ **Vicinity Map:** Map showing the surrounding area with the subject area highlighted.
- ☐ **Legal Description:** A recent survey certified by a Oklahoma registered land surveyor, for unplatted lands.
A Lot and Block legal description is acceptable for platted lots.
- ☐ **Neighbor List:** Legal names and addresses of all property owners within a distance of five hundred (500) feet.
- ☐ **Petition/Letter of Justification:** to include the following-
 - ☐ Justification for the de-annexation
 - ☐ What is the availability and adequacy of public facilities other than the municipal (i.e.: sewer, water, fire, streets) needed to serve any and all uses allowed on this property under the proposed or existing zone?
 - ☐ How is the proposed zone compatible with the surrounding area?
- ☐ **Digital Copies:** As part of a completed application, digital copies of all materials are required. Digital submission should be in PDF format and shall be sent to the Planning Office via email *prior to* the submittal appointment. Any and all easements, rights-of-way, streets or other property improvements within the area to be de-annexed shall be included on the site plan.
- ☐ **DWG Digital Drawings:** Files are required at filing.
compatible digital file shall be provided prior to final approval of the final plat.

Incomplete Applications will be returned

Applicant Name: Leslie Junior Broyles

Phone No.: [REDACTED]

Mailing Address: [REDACTED]

E-mail: [REDACTED]

Application **MUST include e-mail addresses or application will be considered incomplete.*

*Rcyd
4/24/25
Ammon*

If the applicant is other than the owner of the property for which this building PERMIT is being sought, the applicant must provide separate written approval from the owner or the owner may indicate approval by signing below.

Property Owner (as on deed)	Phone No.
Mailing Address	E-mail
City, State, Zip Code	<i>Leslie J. Broyles</i> Signature

Proof of ownership must be provided.

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify that I am / we are the legal owner(s) of the property being considered under this application, and do hereby authorize the below applicant(s) and representatives(s) to file and represent my / our interest in this application.

I am / we are the legal owner(s) of said property; have read this "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD: (All owners of record *must* sign; provide extra sheets if necessary.)

Leslie J. Broyles	<i>Leslie J. Broyles</i>	April 22, 2025
Print Name	Signature	Date

Print Name	Signature	Date

Print Name	Signature	Date

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to Town staff and officials to enter the property to conduct inspections / site visits necessary for the review of the project.

APPLICANT (LLCs, Corporations and Partnerships shall identify an officer as the primary contact):

Leslie J. Broyles	<i>Leslie J. Broyles</i>	April 22, 2025
Print Name	Signature	Date

Print Name	Signature	Date

APPLICANT'S REPRESENTATIVE:

Print Name	Signature	Date

De-Annexation Location:

NE SE NE Section 7, Township 11 North Range 24 EAST 208.71 Feet Square

Is the property located within a floodplain?

☐ Yes ☐ NoFloodplain information can be found at: msc.fema.govAcreage: 1 acre

Number of Lots: _____

Assessor's Property ID Numbers:

Parcel ID Number 0000-07-011-024-0-001-00

Current Land Use District: _____

Current Land Use: _____

Proposed Land Use District: _____

Proposed Land Use: _____

APPLICATION SIGNATURES AND ACCESS PERMISSION*Right to ingress property for assessment, evaluation and inspections.*

I, the undersigned, hereby grant authorized Town of Wheatland and Platte County personnel the right to enter onto this said land/property for any and all inspection purposes necessary to collect information in relation to this De-annexation application. I certify, to the best of my knowledge, that all the information in this application is true and correct, and that I am the owner of the above described property or have been authorized by the owner to make this application as his/her agent.

Bertie J. Broyles
Signature of Applicant (s)

April 22, 2025
Date

IMPORTANT INFORMATION

In addition to the application fee; the certified mailing postage and ordinance publication fees shall be paid by the applicant. The applicant is responsible for paying publishing notices in the Sequoyah County Times and providing the Planning office with a copy of each publication's Affidavit of Publication.

Proof of Ownership of the following type are the only accepted form: Filed Deed of Record. If the landowner is an LLC, Trust or other entity, verification of authority to sign as the agent is also required.

Notice of Public Hearing shall contain the applicant/landowner(s) names, address of the property if one has been assigned, legal description of the land to be de-annexed, date of meetings, location of meetings, time of meetings, and a map showing identifiable landmarks and boundaries.

Planning Office Use Only

Date Complete Application Received: _____

Building Development Application Date: _____

Approval ☐ *Disapproval* ☐

Planning and Zoning Commission Hearing Date: _____

Approval ☐ *Disapproval* ☐

Board of City Commissioners Hearing Date: _____

Approval ☐ *Disapproval* ☐

Ordinance Number (if approved) _____ *Ordinance Publication Date:* _____

Valley Land Title Company

W. N. AGENT ABSTRACT COMPANY

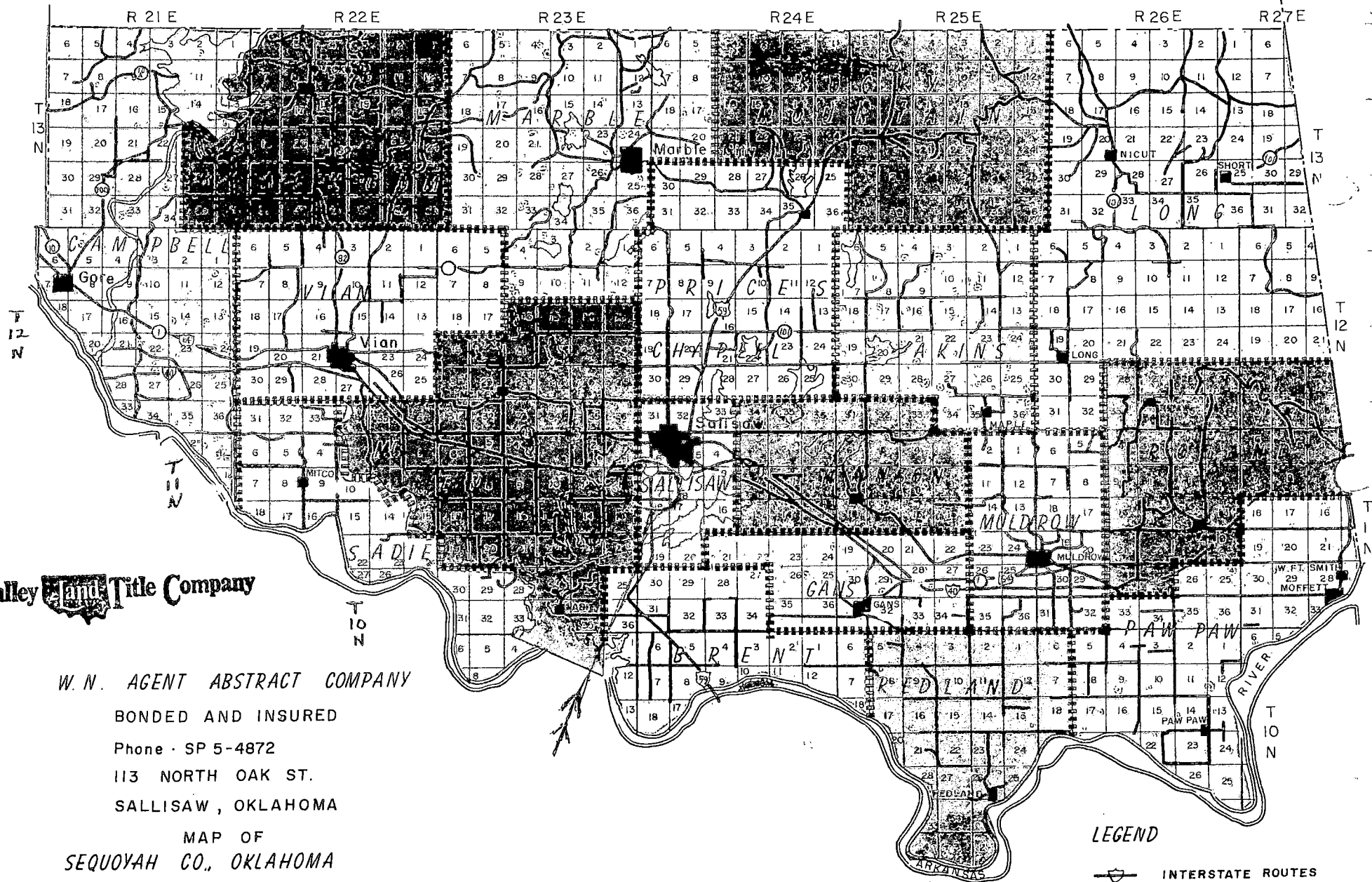
BONDED AND INSURED

Phone · SP 5-4872

113 NORTH OAK ST.

SALLISAW, OKLAHOMA

MAP OF
SEQUOYAH CO., OKLAHOMA



LEGEND

-  INTERSTATE ROUTES
-  U.S. HIGHWAYS
-  STATE HIGHWAYS
-  ROADS

State of Oklahoma

OKLAHOMA REAL ESTATE POWER OF ATTORNEY

DESIGNATION OF AGENT

I, Leslie J. Broyles the "Principal," with a mailing address of 109977 S4670 RD, Gans, OK 74936, authorize Statin Broyles of 109977 S4670 RD, Gans, OK, as my agent (attorney-in-fact) to act for me and in my name and for my use and benefit for:

☒ A single property. Property located at 1414 S Cedar Street, Sallisaw, OK. 74955
~~A tract in NE SE NE SEC 8 SWCOR N 200.71, E 200.71, S 200.71, W 200.71 to FCB.~~

GRANT OF AUTHORITY

I grant my agent and any successor agent the power and authority to act for me concerning the aforementioned property(ies), with respect to the following subjects:

☒ Managing and Maintaining. Manage and maintain my property, including the hiring and supervision of any necessary contractors or property management companies, contracts with realtors, contractors, tenants, or other third parties.

☒ Legal Proceedings. Handle any legal proceedings related to my property,

EFFECTIVE DATE

This power of attorney shall be effective: This power of attorney is effective: ☐ immediately ☒ on
April 1, 2025

TERMINATION

This power of attorney shall terminate: (Check one)

☒ On a specific date. April 1, 2026

☒ Upon the principal's death. In the event of my subsequent death.

☒ **DURABLE Power of Attorney.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

☐ **REGULAR Power of Attorney.** This power of attorney shall terminate if I become disabled or incapacitated.

In addition, this power of attorney shall terminate anytime by a Revocation of Power of Attorney that I execute.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Leslie J. Broyles
Signature of Principal

May 8, 2025
Date

Leslie J. Broyles
Name Printed

109977 S 4670 RD Gans, OK 74936
Address

918-990-3449
Telephone Number

WITNESS SIGNATURES

I hereby acknowledge that the foregoing Power of Attorney was signed by Leslie J. Broyles [Principal] in my presence.

FIRST WITNESS:

Larry T. Nichols May 8, 2025
First Witness' Signature Date

Larry T. Nichols
First Witness' Name

109977 S 4670 RD
First Witness' Address

Gans OK 74936
City State Zip Code

SECOND WITNESS:

Kenny Williams Broyles May 8, 2025
Second Witness' Signature Date
Kenny W. Broyles
Second Witness' Name
109972 54670 RD
Second Witness' Address
Gans OK 74936
City State Zip Code

NOTARY ACKNOWLEDGEMENT

State/Commonwealth of Oklahoma
County of Sequoyan

On this 8th day of May, 20 25, before me, Raven Silos, personally appeared Leslie Broyles, personally known to me or who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same and that by his/her signature on this instrument the person executed this instrument.

Raven Silos
Signature of Notary

(Seal, if any)

My commission expires: 07/03/28



Make Checks Payable to:
ANGELA GIST
SEQUOYAH COUNTY TREASURER

PO BOX 747 / 120 E CHICKASAW
SALLISAW, OK. 74955
(918) 775-9321

Parcel ID Number
0000-07-011-024-0-001-00

225 KERR BV (1 Acres) 07-11N-24E

Owner 14041

BROYLES, LESLIE J.
109977 S 4670 RD
GANS OK 74936-0000

Taxpayer Copy

Breakdown	Mills	Amount
COUNTY GENERAL	10.34	6.57
COUNTY HEALTH	2.59	1.53
VO-TECH GENERAL	8.28	4.88
VO-TECH BUILDING	2.07	1.22
COUNTY WIDE 4-MIL	4.14	2.44
SCHOOL DIST GEN	36.07	21.25
SCHOOL DIST BLDG	5.15	3.03
SCHOOL DIST SINK	20.14	11.86
CO LIBRARY	2.07	1.22
TOTALS	90.85	54.00

I-1 Sallisaw City

Real Estate

School Dist Tax Year Taxroll Item #
101 2024 2410

	Values
Gross Assessed	589
Exemptions	0
Net Assessed	589
Total Tax	54.00
Total Tax Payments	0.00

LDC

Total Due \$54.00

Legal Description:

225 KERR BV (1 Acres)
A TRACT IN NE SE NE BEG @ SW/COR N 208.71, E 208.71 S 208.71,
W 208.71 TO POB

Retain this portion for your records or when paying in person bring entire statement

REV - \$25.30

441-140

51455
JOINT TENANCY

WARRANTY DEED

(INDIVIDUAL FORM)

Know All Men by These Presents:
That

Jean B. Poirier, A Single Person

party or parties of the first part, in consideration of the sum of Ten and no/100 (\$10.00) DOLLARS and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey unto

Leslie J. Broyles and Linda K. Broyles, Husband and Wife

parties of the second part, as joint tenants and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either of the parties of the second part, the following described real property and premises situated in Sequoyah County, State of Oklahoma, to-wit:

A tract in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7, Township 11 North, Range 24 East, Indian Meridian, Sequoyah County, Oklahoma, described as beginning at the Southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7, Township 11 North, Range 24 East, for the point of beginning; Thence East, 208.71 feet; Thence North, 208.71 feet; Thence West, 208.71 feet; Thence South, 208.71 feet to the point of beginning. Containing 1.0 acre.



Filed for record this the 18 day of May, 1978 at 1 o'clock P.M.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 17th day of

May, 1978

Jean B. Poirier
Jean B. Poirier

STATE OF OKLAHOMA
COUNTY OF Sequoyah

SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 17th day of May, 1978, personally appeared Jean B. Poirier, a single person

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. My commission expires 11-8-80

Notary Public.

NO. 16126.

Valley Land Title Company

113 North Oak Street

SALLISAW, OKLAHOMA 74955

W.N. AGENT

ABSTRACT COMPANY

PREPARED FOR
BOBBY JOE BREWER
MARGARET BREWER
SALLISAW, OKLAHOMA

*Gave to
Leslie J. Broyles*

A Tract in the NE SE NE of Section 7, Township 11 North, Range 24 East, more particularly described as: Beginning at the SW corner of the NE SE NE for a point of beginning; thence North 208.71 feet; thence East 208.71 feet; thence South 208.71 feet; thence West 208.71 feet to the point of beginning containing one acre more or less.

CITY OF SALLISAW

NOTICE OF PUBLIC HEARING PETITION FOR DETACHMENT

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

A TRACT IN THE NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, INDIAN MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, FOR THE POINT OF BEGINNING; THENCE EAST, 208.71 FEET; THENCE NORTH, 208.71 FEET; THENCE WEST, 208.71 FEET; THENCE SOUTH, 208.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.0 ACRE.

has filed with the City of Sallisaw, Oklahoma, a written petition pursuant to Title 11 OS, Section 21-110 of Article XXI (Part 1 Annexation and Detachment), to DETACH THE ABOVE NOTED PROPERTY FROM THE CORPORATE LIMITS OF THE CITY OF SALLISAW, OKLAHOMA.

The undersigned will present said petition (BOCC2025-001) to the Board of City Commissioners on June 9, 2025, at 113 N. Elm St, Sallisaw, beginning at 6:00 pm. The Board of City Commissioners will conduct a public hearing on said application, and all interested persons are entitled to be heard and are invited to attend.

Notice published on the 21st of MAY, 2025.

Owner(s):

By: LESLIE J BROYLES,

City of Sallisaw

By: Kim Jamison,
City Clerk

BILL TO



ORDINANCE NO. 2025-10

**AN ORDINANCE DETACHING FROM THE CITY OF SALLISAW,
OKLAHOMA, CERTAIN PROPERTY BELONGING TO LESLIE J. BROYLES**

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

SECTION 1.

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

A TRACT IN THE NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, INDIAN MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, FOR THE POINT OF BEGINNING; THENCE EAST, 208.71 FEET; THENCE NORTH, 208.71 FEET; THENCE WEST, 208.71 FEET; THENCE SOUTH, 208.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.0 ACRE.

is owned by Leslie J. Broyles and is now within the limits of the City of Sallisaw, Oklahoma, and

WHEREAS, Leslie J. Broyles, being the owner, of the property to be detached, prefers that it not be within the limits of the City of Sallisaw, Oklahoma, and

WHEREAS, it is the best interests of the City of Sallisaw, Oklahoma, that the following described property not be included in the city limits;

A TRACT IN THE NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, INDIAN MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, FOR THE POINT OF BEGINNING; THENCE EAST, 208.71 FEET; THENCE NORTH, 208.71 FEET; THENCE WEST, 208.71 FEET; THENCE SOUTH, 208.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.0 ACRE.

SECTION 2.

That the following described real estate situated in Sequoyah County, Oklahoma, be and the same is hereby detached from the City of Sallisaw, Oklahoma, and shall no longer be included within the boundaries of the City of Sallisaw, Oklahoma.

A TRACT IN THE NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, INDIAN MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID NE1/4 SE1/4 NE1/4 SECTION 7, TOWNSHIP 11 NORTH, RANGE 24 EAST, FOR THE POINT OF BEGINNING; THENCE EAST, 208.71 FEET; THENCE

NORTH, 208.71 FEET; THENCE WEST, 208.71 FEET; THENCE SOUTH, 208.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.0 ACRE.

WHEREAS, this ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Approved this 9th day of June 2025.

CITY OF SALLISAW, OKLAHOMA

BY:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[SEAL]

Approved as to form:

Jordan Pace, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Itinerant Vendor

ITEM TITLE: Discussion and possible action on Ordinance 2025-11; *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; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification; And Declaring An Emergency*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Gov Stitt signed a new law on May 5th that preclude us from charging for Food Vendor Licenses unless they wish to sell on public park property, the Food Truck Freedom Act. Changes needed to be made to the ordinance to make it compliant with state law.

- Added definitions
- Required the application to be submitted 5 days prior--vs 15
- The background check required is one done within the last 3 yrs--vs 90 days.
- It exempts Food Vendors from fees unless they are operating in a public park, but we still require them to operate with a city license that merely recognizes the state document.
- changes the section addressing noise to be compliant with state language and changes the time to 10PM-7AM
- Adds that Food Truck Vendors must comply with the new state law 63 OK Sections 1-1101 and 1-1150 thru 1-1154

EXHIBITS: 1. Ordinance 2025-11 Itinerant Vendors.showing changes
2. Ordinance 2025-11.final.v2.Itinerant Vendors

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Ordinance 2025-11.
- b. Approval of emergency clause.

ORDINANCE 2025-11

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; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; 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, crafts, and/or fruits, vegetables and food products at the farmer's market, **but NOT Mobile Food Vendors as defined below selling OUTSIDE of or a right of way immediately adjacent to a public park.**
- 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.
- D. ***Mobile Food Vendor* means any person who dispenses food or beverages from a mobile food establishment, mobile pushcart, or mobile retail food establishment, has a food**

establishment license issued by the State Commissioner of Health and that complies with all requirements of the “Food Truck Freedom Act” (House Bill 1076) and OK Stat § 1-1118, 1150-1154.

- E. *Mobile Food Establishment* means a facility including a trailer, that prepares food and beverages, is vehicle mounted, is road-approved by the Department of Transportation including wheels and axles, is readily movable, and remains at one physical address for no more than twelve (12) hours at one time, unless the mobile food establishment is operating on private property. A mobile food establishment operating on private property may remain at one physical address for no more than fourteen (14) days.
- F. *Mobile Pushcart* means a non-self-propelled food unit that can be manually moved by an average person without being vehicle mounted.
- G. *Mobile Retail Food Establishment* means a licensed enterprise which sells packaged foods from a stationary display at a location some distance from the establishment but still at the same physical address for no more than twelve (12) hours; provided, the licensed unit is on the premises and readily available for inspection and the food has been prepared in a facility that is regulated by the good manufacturing practices in OK state statutes or regulations.

State Reference: OK 63 OS Section 1-1150 thru 1-1154

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 ~~45~~ 5 days prior to beginning sales. **The following applies to all Itinerant Vendors and Mobile Food Vendors operating in a public park or in a right of way immediately adjacent to one.** 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 **three years** ~~90 days~~.—**This is a safety consideration and required even if the applicant has a state Commissioner of Health- or County Health Department-issued or recognized permit.—**
 11. Provide a copy of **state license issued by the State Commissioner of Health or Sequoyah County Health Department per 63 OK Stat § 1-1118 (County issued food establishment licenses are recognized as state licenses)** ~~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 separate vehicle/trailer for the duration of their requested permit.** ~~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~~ **per vehicle/trailer**, unless otherwise specified in the Sallisaw Master Fee Schedule.
- H. **Mobile Food Vendors are exempt from associated fees UNLESS selling from a public park, to include the Sallisaw Sports Complex, or the right of way adjacent to a public park or the Sallisaw Sports Complex, in which case the requirements of this ordinance and the requirement for an Itinerant Vendor License will apply. Those operating in a right of way immediately adjacent to a park present a safety hazard as it will entice the public to cross into and stand in the right of way with no mitigation measures in place, ie in the road adjacent to the Sports Complex, Pool or Skate Park.**
- I. **A license is still required for a Mobile Food Vendor operating outside of city parks or immediately adjacent right of ways, BUT will be free of charge, issued in recognition of a lawful and valid state license and will be valid for the length of the state license.**
- J. The license shall:
 - 1. The license fee shall be per chosen rate, ~~per site~~ **per number of vehicles/trailers.** (Example: A 2 day license shall be the license fee x 2 days x number ~~of sites~~ **vehicles/trailers**). **State Licensed Mobile Food Vendors will not be required to pay the fee unless they operate in a public park, to include the Sallisaw Sports Complex or in an adjacent right of way.**
 - 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.

~~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.~~

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 **licensed/approved** 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/ **fair** sponsored by any church or religious organization **or school**.
- 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 events, ~~the Special Event Vendors shall register with the City~~ **a list of the vendors participating will be submitted in advance of the event to the City Clerk who will file them.** ~~This registration may be made to the City Clerk, or to the holder of the Special Event Licenses. All registrations shall be gathered and filed by the City Clerk.~~

Section 22-141 Loud Noises and Speaking Devices

Licensees are limited to ~~80~~ **75** decibels of noise (shout, outcry, horn, bell or buzzer any other sound device, including any loud-speaking radio or amplifying system) **23 feet from the vehicle between 10PM and 7AM,** ~~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 **unless they are immediately adjacent to a public park to avoid having to pay associated fees**, other than on state highways **and** 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.
- D. Must comply with all requirements of the "Food Truck Freedom Act" (**OK 63 OS Section 1-1101 and 1-1150 thru 1-1154**).

Section 22-148 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 by any court or competent jurisdiction, 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.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of this conflict.

SECTION 4.

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

SECTION 5.

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 9th day of June, 2025

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

Approved as to form:

Jordan Pace, City Attorney

ORDINANCE 2025-11

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; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; 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, but NOT Mobile Food Vendors as defined below selling OUTSIDE of or a right of way immediately adjacent to a public park.
- 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.

- D. *Mobile Food Vendor* means any person who dispenses food or beverages from a mobile food establishment, mobile pushcart, or mobile retail food establishment, has a food establishment license issued by the State Commissioner of Health and that complies with all requirements of the “Food Truck Freedom Act” (House Bill 1076) and OK Stat § 1-1118, 1150-1154.
- E. *Mobile Food Establishment* means a facility including a trailer, that prepares food and beverages, is vehicle mounted, is road-approved by the Department of Transportation including wheels and axles, is readily movable, and remains at one physical address for no more than twelve (12) hours at one time, unless the mobile food establishment is operating on private property. A mobile food establishment operating on private property may remain at one physical address for no more than fourteen (14) days.
- F. *Mobile Pushcart* means a non-self-propelled food unit that can be manually moved by an average person without being vehicle mounted.
- G. *Mobile Retail Food Establishment* means a licensed enterprise which sells packaged foods from a stationary display at a location some distance from the establishment but still at the same physical address for no more than twelve (12) hours; provided, the licensed unit is on the premises and readily available for inspection and the food has been prepared in a facility that is regulated by the good manufacturing practices in OK state statutes or regulations.

State Reference: OK 63 OS Section 1-1150 thru 1-1154

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 5 days prior to beginning sales. The following applies to all Itinerant Vendors and Mobile Food Vendors operating in a public park or in a right of way immediately adjacent to one. 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 three years. This is a safety consideration and required even if the applicant has a state Commissioner of Health- or County Health Department-issued or recognized permit.

11. Provide a copy of state license issued by the State Commissioner of Health or Sequoyah County Health Department per 63 OK Stat § 1-1118 (County issued food establishment licenses are recognized as state licenses), 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 separate vehicle/trailer for the duration of their requested permit.
- 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. Mobile Food Vendors are exempt from associated fees UNLESS selling from a public park, to include the Sallisaw Sports Complex, or the right of way adjacent to a public park or the Sallisaw Sports Complex, in which case the requirements of this ordinance and the requirement for an Itinerant Vendor License will apply. Those operating in a right of way immediately adjacent to a park present a safety hazard as it will entice the public to cross into and stand in the right of way with no mitigation measures in place, ie in the road adjacent to the Sports Complex, Pool or Skate Park.
- I. A license is still required for a Mobile Food Vendor operating outside of city parks or immediately adjacent right of ways, BUT will be free of charge, issued in recognition of a lawful and valid state license and will be valid for the length of the state license.
- J. The license shall:
1. The license fee shall be per chosen rate, per number of vehicles/trailers. (Example: A 2-day license shall be the license fee x 2 days x number vehicles/trailers). State Licensed Mobile Food Vendors will not be required to pay the fee unless they operate in a public park, to include the Sallisaw Sports Complex or in an adjacent right of way.
 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.

- 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 licensed/approved special events.
- 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/ fair sponsored by any church or religious organization or school.
- 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. 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 75 decibels of noise (shout, outcry, horn, bell or buzzer any other sound device, including any loud-speaking radio or amplifying system) 23 feet from the vehicle between 10PM and 7AM, 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 unless they are immediately adjacent to a public park to avoid having to pay associated fees, other than on state highways and on arterial streets, 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.
- D. Must comply with all requirements of the “Food Truck Freedom Act” (OK 63 OS Section 1-1101 and 1-1150 thru 1-1154).

Section 22-148 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 by any court or competent jurisdiction, 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.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of this conflict.

SECTION 4.

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

SECTION 5.

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 9th day of June, 2025

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

Approved as to form:

Jordan Pace, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct public hearing to determine if property located at 805 South Walnut Street is a public nuisance; Possible action on Case #5-25-1C, condemnation of dilapidated structure and direction to abate nuisance

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: The property has been without utilities since 2020. The structure is showing signs of deterioration and decay due to the lack of maintenance and upkeep. The Building Development Department has a safety concern for children residing in that area. It presents as a fire hazard to nearby structures and should be removed.

**This item was present at the May 12th meeting and tabled.

EXHIBITS:

1. letter
2. county pic
3. county report
4. county report 2
5. walnut pics group

KEY ISSUES: The structure is beyond repair and is a safety concern.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case #5-25-1C be declared a public nuisance and direct staff to abate nuisance.

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

**TO: CHARLES & MARY CHAMBERS
805 S WALNUT
SALLISAW OK 74955**

**Case #05-25-1C
25-0009**

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

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

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

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

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on
MAY 12TH, 2025, in the Sallisaw Municipal Complex for the following described real property:

805 S WALNUT, SALLISAW, OKLAHOMA 74955

Legal Description: LOT 3 & 4 BLK 5 FAIRVIEW TO THE CITY OF SALLISAW

This notice issued, posted and mailed on 7 April 2025.

By: _____
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

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

Exterior Wall:	Frame, Plywood
Plumbing:	Full: 1 Half: N/A
Foundation:	Concrete Block
Heat/Cool:	N/A
Year Remodeled:	N/A

Base Structure

Item	Label	Description	Area
1	Raised Slab Porch - Covered	Raised Slab Porch - Covered	138

Outbuildings and Yard Improvements

Card #	Item	Size / Dim	Quality	Age
1	Raised Slab Porch - Covered	138	N/A	N/A
1	Shed - Small	140	F	42

Parcel Photos

1 of 5



Parcel Sketches

1 of 2

Parcel: 0065-00-005-003-0-000-00
4/4/2025 1:12:36 AM

Sequoyah County Report

Property Owner	
Name:	CHAMBERS, CHARLES W & MARY ANN
Mailing Address:	805 S WALNUT SALLISAW, OK 74955-0000
Type:	(RI) Res. Improv.
Tax District:	(201) Sallisaw City
Millage Rate:	90.85

Property Information	
Physical Address:	N/A
Subdivision:	FAIRVIEW 1, 2, 3 5-11-24
Block/Lot:	0005 / 0003
Size (Acres):	0.00
Legal:	LOT 3 &; 4 BLK 5 FAIRVIEW

Market and Assessed Values			
	Fair Cash	Taxable Fair Cash	Full Assessed
Land	16,947	16,947	1,864
Building	6,253	6,253	688
Totals	23,200	23,200	2,552
Exemptions			-0
Taxable Assessed			\$2,552

Land		
Land Use	Size	Units
LOT AREA	12947.00	SQFT
Total	12,947.00	

Deed Transfers						
Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor
6/20/2001	917	40	FT	0.00	\$0	HARDEN
12/11/1992	984	752	Warr. Deed	24.00	\$16,000	HARDEN, KENNETH & DOROTHY
8/18/1988	629	396	Warr. Deed	12.00	\$8,000	SULLIVAN

Residential Card 1 Details								
Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition	Beds
Single Family	ONE	Frame, Plywood or Hardboard	816	2	70	1955	Low	2



Not a Legal Document

Subject to terms and conditions
www.actDataScout.com





AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct public hearing to determine if the property located at 613 West Choctaw Avenue is a public nuisance; Possible action on Case #5-25-2C, condemnation of dilapidated structure and direction to abate nuisance

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: The structure has been unoccupied for at least one (1) year; it was found to be unsecured. It shows signs of deterioration and decay due to lack of maintenance and upkeep. There are large amounts of garbage piled throughout the structure as well as small animals fleeing through open doors. The owner currently resides in a nursing home facility. The Building Development Department has safety concerns for the children residing in that area as well as transients and is of the opinion that this structure is beyond repair and should be removed.

**This items was presented at the May 12th meeting and tabled.

EXHIBITS:

1. 613 letter
2. county map
3. county pics
4. county report
5. county report 2
6. disconnect
7. disconnect 2
8. PICTS GROUP CHOCTAW

KEY ISSUES: The structure is vacant and presents a safety hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case # 5-25-2C be declared a public nuisance and direct staff to abate the nuisance.

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

**TO: DAVID WAYNE REVES
613 W CHOCTAW
SALLISAW OK 74955**

**Case #05-25-2C
25-0011**

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

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

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

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

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on MAY 12TH, 2025, in the Sallisaw Municipal Complex for the following described real property:

613 W CHOCTAW, SALLISAW, OKLAHOMA 74955

Legal Description: LOT 4 BLK 10, ORIGINAL TOWN OF SALLISAW

This notice issued, posted and mailed on 7 April 2025.

By: _____
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

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

Map:



Photos



Property Owner**Name:** REVES, DAVID WAYNE**Property Information****Physical Address:****Mailing Address:** 613 W CHOCTAW
SALLISAW, OK 74955-**Subdivision:** SALLISAW (ORIG. TOWN/KA
BRUTON) 5&6-1**Type:** (RI) Res. Improv.**Block / Lot:** 0010 / 0004**Tax Dist:** (201) Sallisaw City**S-T-R:** N/A**Size (Acres):** 0.000**Extended Legal:** LOT 4, BLOCK 10, ORIGINAL TOWN OF SALLISAW**Market and Assessed Values:**

	Fair Cash	Taxable Fair Cash	Full Assessed (11.00% Market Value)
Land:	\$10,999	\$5,217	\$574
Building:	73,521	34,875	3,836
Total:	\$84,520	\$40,092	\$4,410

Land:

Land Use	Size	Units
LOT AREA	6999.00	SQFT

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
1/3/2023	1632	613	Warr. Deed	0.00	\$0	DEWBRE, ROBERT	04	
6/6/2016	1601	190	Quit Claim	0.00	\$0	REVES, DAVID	03	
7/16/2014	1342	782	Warr. Deed	0.00	\$0	REVES, EDNA	04	
10/24/2013	1342	781	Warr. Deed	0.00	\$0	TRUSTEE ROMERO, BERNABE	21	
10/24/2013	1321	571	Warr. Deed	42.00	\$28,000	ROMERO, BERNABE A	21	
3/11/2010	1220	522	Warr. Deed	31.50	\$21,000	BJORGE, STEPHANIE A. LIV	21	
1/27/1994	740	630	Warr. Deed	3045.00	\$18,000	BOTTORFF, ROSS & ANNE	QV	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	1,528	3	1965	60	Fair	3

Exterior Wall: Frame, Siding,
Heat / Cool: Central

Roof Cover: Composition Shingle
Year
Remodeled:

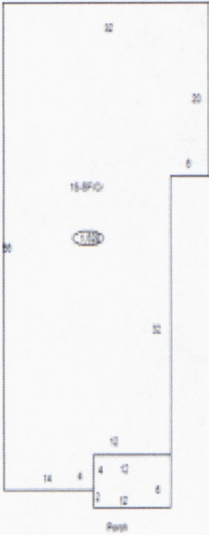
Base Structure:

Item	Label	Description	Area
1	Raised Slab Porch - Covered	Raised Slab Porch - Covered	72

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
Raised Slab Porch - Covered	72		

Sketches



City of Sallisaw Work Request

Work Order No: 107044

Department: 601-Electric

Date Received: 04/07/2025

Action Code: 603

Received by: travis

Location: 613 W CHOCTAW

Current Acct #:

Action

Action Code: ELECT-DISCONNECT SRV

Description of Request: DISCONNECT SERVICE-STRUCTURE WILL BE TAKEN BEFORE COUNCIL

Other:

New Service Address:

Date to Do Work:

Receipt #:

New Acct #:

Deposit \$: .00

Contact Information

Person Calling: TRAVIS BUCHANAN

Address:

Email:

Phone #:

XX CUSTOMER SIGNATURE

EMPLOYEE ONLY Completed Information

AMR # E _____ W _____

New Electr Reading _____ Serial Num _____ Demand _____ Electric Multiplier X _____

Old Electr Reading _____ Serial Num _____ Demand _____ Elect.Pole/Circuit # _____ / _____

New Water Reading _____ Serial Num _____

Old Water Reading _____ Serial Num _____

Comments:

Signature

Date & Time Completed

****RETURN ALL COMPLETED WORK REQUESTS TO FINANCE UTILITY BILLING**

City of Sallisaw Work Request

Work Order No: 107045

Department: 604-Telecommunications

Date Received: 04/07/2025

Action Code: 999

Received by: travis

Location: 613 W CHOCTAW

Current Acct #:

Action

Action Code: OTHER

Description of Request: DISCONNECT SERVICE-STRUCTURE WILL BE TAKEN BEFORE COUNCIL

Other:

New Service Address:

Date to Do Work:

Receipt #:

New Acct #:

Deposit \$: .00

Contact Information

Person Calling: TRAVIS BUCHANAN

Address:

Email:

Phone #:

XX CUSTOMER SIGNATURE

EMPLOYEE ONLY Completed Information

AMR # E _____ W _____

New Electr Reading _____ Serial Num _____ Demand _____ Electric Multiplier X _____

Old Electr Reading _____ Serial Num _____ Demand _____ Elect.Pole/Circuit # _____ / _____

New Water Reading _____ Serial Num _____

Old Water Reading _____ Serial Num _____

Comments:

Signature

Date & Time Completed

****RETURN ALL COMPLETED WORK REQUESTS TO FINANCE UTILITY BILLING**





AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Application for Single Lot Split

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2025-004; Single Lot Split for David and Phyllis Pederson

INITIATOR: David Pederson

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: David & Phyllis Pederson own two (2) residential properties located at 200 E. Scott and 202 E Scott. In order for them to sell the properties separately they are requesting a lot split.

Planning commission heard this item at the June 3rd meeting and recommended the lot split.

EXHIBITS: 1. PC2025-004 lot split app
2. PC2025-004 Lot split survey 25-10348R1 Sh 2 Pederson

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend approval of lot split.

APPROVAL OF LOT SPLIT

918-774-4957

Application is hereby made to the Building Development Department Director for approval and recommendation to the Sallisaw Board of Commissioners for approval of the following Lot Split.

Legal Description: see back side

Local Street Address or Block: 200 E Scott & 202 Scott

Present Use of Property: Residential

Proposed Use of Property: Residential

*Record Owner of Property: _____

* Attach copy of Deed showing ownership .

Applicant's Name: David M Pedersen ☒ Owner ☐ *Agent for Owner

* If Agent, owner(s) must sign also.

Are there any Private or Deed Restrictions controlling the use of this property? ☐ *Yes ☒ NO

* If Yes, provide a copy of Restrictions along with this application.

The information submitted is complete, true and accurate. False or misleading information shall result in forfeiture of fee and application denial.

Signature of responsible parties:

Address of responsible party:

Owner Signature David M Pedersen

901 S. Dogwood

Note: If multiple Owners, all owners must sign.

Additional owners may sign the back of the application.

Agent Signature _____

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: [Signature] Fee Received: ☒ Yes ☐ NO Date: 5/2/25

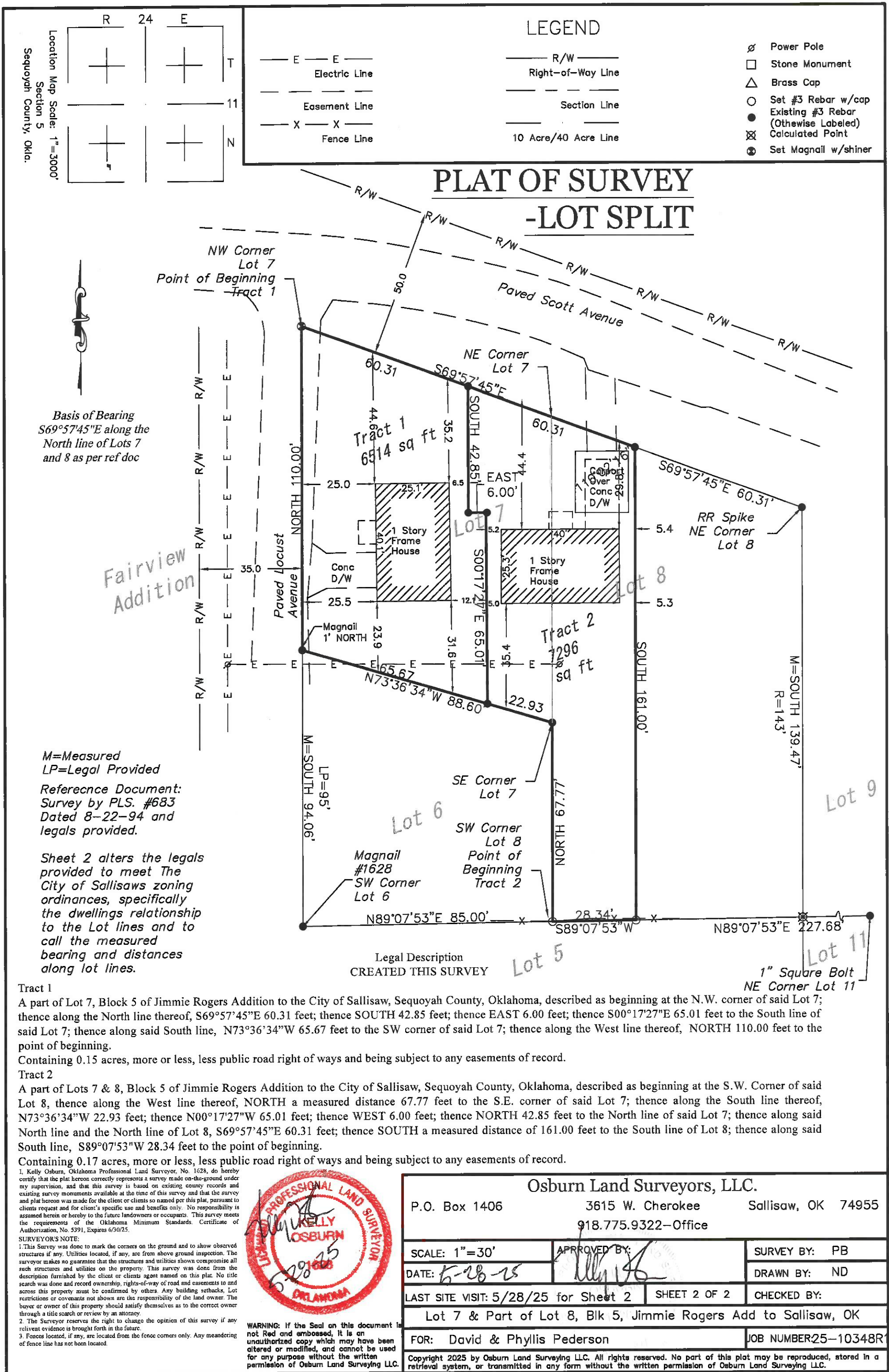
Administrative Reviewer: Chris Carter Present Zoning: R-2

Administrative Approval: ☐ Yes ☐ NO Date: _____ Rezoning Required: ☐ Yes ☒ NO

Planning Commission Action: ☐ Yes ☐ NO Date: _____ City Council Approval: ☐ Yes ☐ NO Date: _____

Planning Commission Approval: ☐ Yes ☐ NO Date: _____ Ordinance No.: _____

Notes: _____



AGENDA ITEM COMMENTARY

Meeting Date: June 9, 2025
Board: Board of City Commissioners
Subject: Airport Plat for Future Development

ITEM TITLE: Discussion and Possible Action on Preliminary Airport Subdivision Plat

INITIATOR:

STAFF INFORMATION SOURCE: Building Development Staff
Economic Building Director

BACKGROUND: The Airport plat was drawn up for future development at the airport. The Sallisaw Airport Advisory Board and Planning Commission recommend approval of plat.

EXHIBITS: 1. 250318 Airport Sub

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Preliminary Airport Subdivision Plat

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That We, The City of Sallisaw, being the sole owner of the fee simple and to the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

A 7.28-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the W/2 SW/4 SE/4 of Section 7, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on March 4, 2025. The basis of bearing for the described parcel is S89°51'35"W along the South line of the SE/4 and is more particularly described as: Beginning at an existing magnail marking the SW corner of said W/2 SW/4 SE/4; Thence along the West line thereof N00°10'00"E 16.50 Feet; Thence N89°51'35"E 43.02 Feet to set #3 rebar w/cap on the East right of way of U.S. Highway 59; Thence along said right of way N01°09'47"E 911.94 Feet to a set #3 rebar w/cap; Thence leaving said right of way N89°51'30"E 332.48 Feet to a set #3 rebar w/cap; Thence S00°10'00"W 928.99 Feet to a set #3 rebar w/cap on the South line of said W/2 SW/4 SE/4; Thence along said South line S89°51'35"W 391.59 Feet to the point of beginning.

have caused the same to be surveyed, staked and platted and have caused the same to be named and designated "Airport Subdivision", an addition to the City of Sallisaw, Oklahoma. We hereby dedicate to the City of Sallisaw, its successors and assigns, all easements and streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

Mayor—City of Sallisaw— Ernie Martens

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared The City of Sallisaw to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

Notary

My Commission Expires: _____

(SEAL)

SURVEYOR'S CERTIFICATE

I, Kelly Osburn, a competent surveyor and an Oklahoma Professional Land Surveyor under Registration No. 1628, do hereby certify that I have carefully and accurately surveyed and staked the property located in part of the W/2 SW/4 SE/4 of Section 7, Township 11 North, Range 24 East as described on this plat and that monuments have been found or #3 rebar with cap #1628 have been placed at all property and lot corners and that the described plat is a true representation of said survey. The last site visit was March 11, 2025. This survey meets the requirements of Oklahoma Minimum Standards.

Certificate of Authorization: #5391; Expires 6—30—2025.

Witness my hand this the _____ day of _____, 2025.

Kelly Osburn, P.L.S.

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Kelly Osburn, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

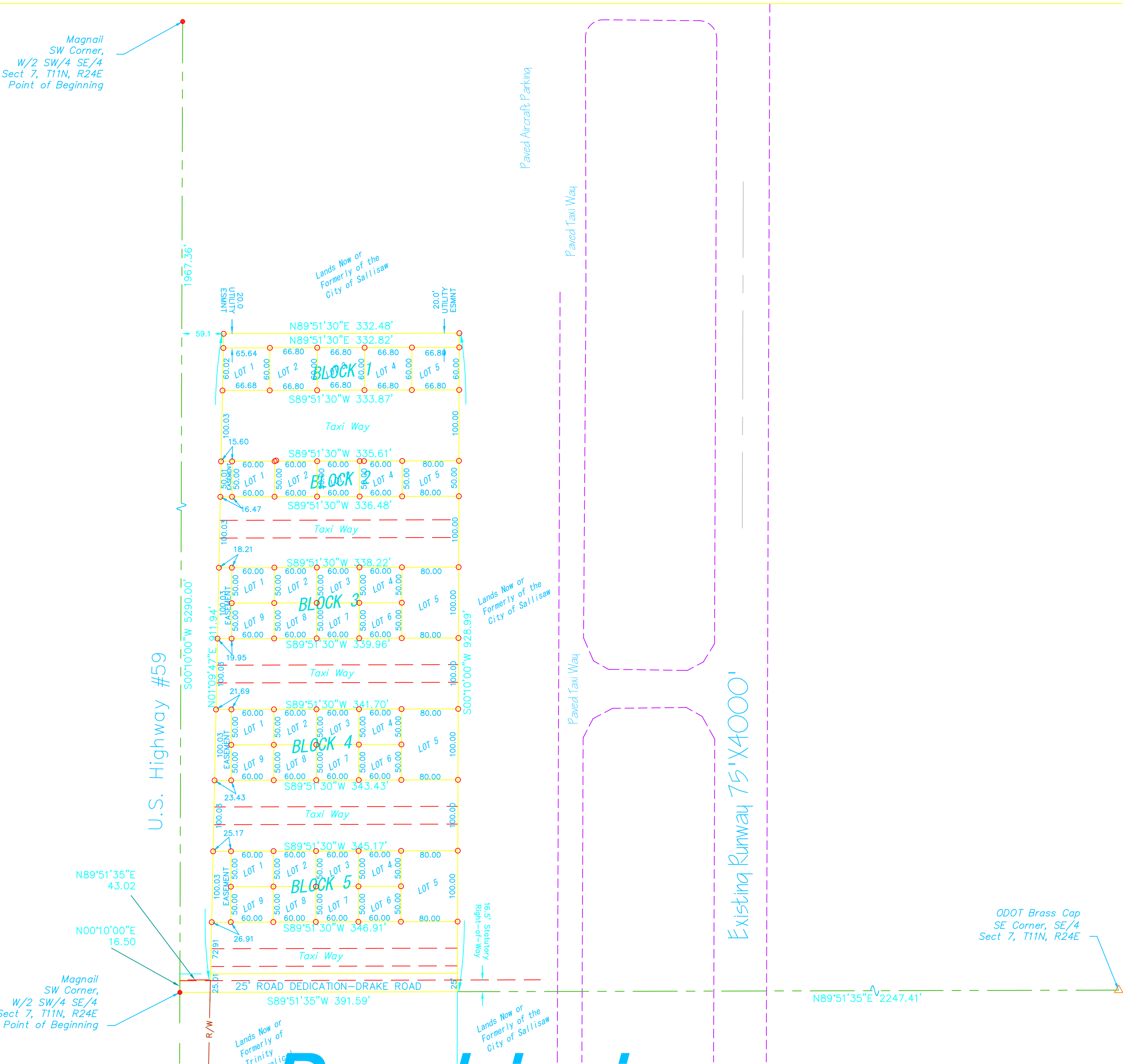
Given under my hand and seal the day and year first above written.

Notary

My Commission Expires: _____

(SEAL)

*Basis of Bearing
S89°51'35"E along the
South line of the SE/4
of Sect 7, T11N, R24E*



APPROVAL OF PLAT

The Board of Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Airport Subdivision", an addition to the City of Sallisaw, Oklahoma, and accept all streets and easements shown therein.

Dated this _____ day of _____, 2025.

CITY OF SALLISAW

MAYOR

ATTEST:

CITY CLERK

(SEAL)

The Planning Commission of the City of Sallisaw, Oklahoma recommends approval of plat "Airport Subdivision", an addition to the City of Sallisaw, Oklahoma and the streets and easements as shown therein.

Recommended Approval on _____day of _____, 2025

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

I, Angela Gist, as Treasurer of Sequoyah County, Oklahoma, do hereby certify that all taxes on the property hereon platted and described have been paid or cash bond placed to secure the same.

Dated the _____ day of _____, 2025.

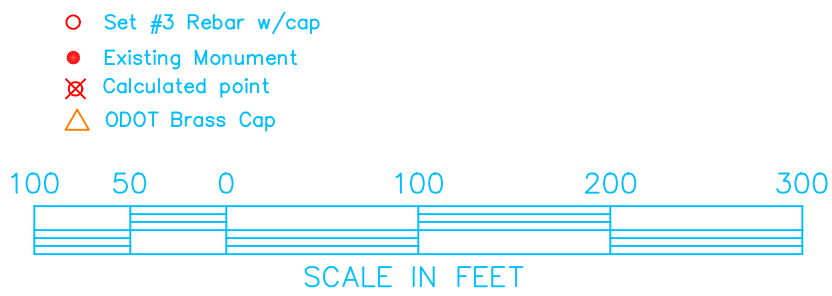
COUNTY TREASURER

NOTES:

Easements affecting this property which may exist prior to the filing of this plat have not been shown.

Any and all building set backs shall be enforced by the City of Sallisaw code enforcement and shall be dictated by the applicable zoning ordinance for which this subdivision is currently zoned.

All Lot measurements are to Lot Corners.



Preliminary Airport Subdivision

*An addition the City of Sallisaw, being a part of the W/2 SW/4 SE/4 of Section 7,
Township 11 North, Range 24 East, Sequoyah County, Oklahoma.*

Date: March—2025 Scale: 1"=100'
Owner/Developer: City of Sallisaw

— Osburn Land Surveyors, LLC. —
3615 West Cherokee P.O. Box 1406
Sallisaw, OK 74955
Office — (918) 775—9322

ADMINISTRATIVE REPORTS

Meeting Date:	June 9, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- July 14th - Regular Meeting
- August 11th - Regular Meeting
- TBD Meeting with CMP Firm

City Manager Reports:

- CMP: We are starting to gather the Stakeholder group, 50-70 people, from various community organizations, the Chamber, Neighborhood association, various City leadership/advisory groups (SIC, Planning Commission, Airport Adv Board, etc), ODVA, Boys/Girls club, Lions Club, SYL, a rep from Cherokee Nation, a rep from the Hospital Advisory Board, PTO, possibly the Leadership 3 class, to gather a broad range of input into this Plan.
- AMI Water Meters-on hand; have started to install water meters. We are working on creating customer information cards. We are also purchasing a "bridge" amount of 5/8th" meters to allow us to address "one-offs" in subdivisions to complete those areas. This is being paid for out of the previously approved AMI funds.
- Drake/Lenington Water Loop (OWRB Grant)-Construction underway. Contractor is doing final grading and seeding
- Pool project is moving along on schedule, splash pad "foundation" is complete. The edge drain is in and has been tested. The slide is up. The concession stand area is all but complete.
- Skate Park--we will begin the process to get that designed and bid to start the process with dirt turning hopefully by SEP/OCT
- 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--working group met last week. Revisions to the DRAFT will be brought up to the Planning Commission and hopefully to the Board in July.
- Landfill cell has passed last hurdle to being certified to open...we are putting garbage into it. We are waiting for it to dry up before we get out there and "officially" open it.
- We are still working on the grand opening for the dog park, we have to coordinate some schedules before we put it on the calendar, but it is open for folks to use.
- Property Insurance--our provider of over 30 years is dropping our coverage. We "no longer meet their underwriting guidelines". We expect a quote from OMAG next week.

City Projects:

- The Kayaks are coming. The agreement was finalized and a pad poured. We are waiting for a hard date for install.