

**BOARD OF CITY COMMISSIONERS
SPECIAL MEETING**

July 10, 2025

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Consent agenda**
 - (a) Possible action of regular minutes of June 9, 2025
 - (b) Possible action on invoice paid report for June 2025
 - (c) Possible action on the Eastern Oklahoma Library Systems Request for reappointment of Shannon Vann to the Library System's Board of Trustees, for a 3-year term beginning on July 1, 2025, and ending on June 30, 2028
- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Discussion and possible action on staff's request to reinvest the Cemetery Fund Certificate of Deposit with Local Bank for 273 days at 4.52% Interest**

- 8. Hear from Mr. Richard Looper regarding the animal ordinance and animal nuisance concerns**
- 9. Discussion and possible action on Authority Having Jurisdiction Agreement (AHJ) between the City of Sallisaw and the Oklahoma State Fire Marshal**
- 10. Discussion and possible action on Airport Land Lease Agreement between the City of Sallisaw and Alpine Aviation, LLC for the purpose of constructing an aircraft hangar**
- 11. Discussion and possible action on Resolution No. 2025-10; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the City of Sallisaw, And Superseding Previous Resolutions***
- 12. Consider Approval of Resolution 2025-11; *A Resolution Amending the Personnel Policies for the Municipal Employee of the City of Sallisaw, Oklahoma***
- 13. Discussion and possible action on Ordinance No. 2025-12; *An Ordinance Repealing Chapter 10, All Sections, of the Sallisaw Code, Adding a New Chapter 10, Providing for the Regulation of Animals, Including a Severability Clause; Repealing All Conflicting Ordinances, Providing for Codification***
- 14. Discussion and possible action on Ordinance No. 2025-13; *An Ordinance Amending The Code Of Ordinances Of The City Of Sallisaw, Oklahoma By Establishing A New Section 175, In Chapter 102, Article III, Detachment, By Establishing Guidelines Providing For The Detachment Of A Single Parcel From The Corporate Limits Of The City Of Sallisaw, Oklahoma And Establishing Conditions For Approval; Establishing An Effective Date; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification***
- 15. Discussion and possible action on Purchase Order No. 105971, issued to Spatco Energy Solutions of Ft Smith, Arkansas, in the amount of \$240,396.77 for removal and replacement of two (2) fuel tanks located at Equipment Maintenance**
- 16. Possible action to extend stay on Case #02-25-2C, Condemnation of Dilapidated Structure for 2412 East Cherokee Avenue (Old Ed's Truck Stop)**
- 17. Possible action to convene in Executive Session for the purpose of conducting a**

6-month review of the performance of the City Manager; as authorized by Title 25 O.S.,§ 307(B)(1)

18. Possible action to reconvene to Regular Session

19. Possible action or direction pursuant to Executive Session

20. Receive update on economic development and grant activities

21. Administrative reports

22. Adjourn

Posted: JULY 8, 2025

Time: 2:45 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JUNE 9, 2025

The Board of City Commissioners met in a regular meeting on June 9, 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 June 6, 2025, at 1:30 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, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Travis Buchanan, Joe Lufkin, Tucker Martens,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Building Development Director Economic Development Director Computer Technician Senior Code Inspector IT Manager Code Enforcement Officer Patrolman Lieutenant
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Others present:	Lynn Adams; Tim A. Foote; Robert Morris; Deborah Cates; Rickey Cates; David Pederson; Stephanie Six; Stacy Callahan; Pamela Gay; Philip Gay; Randy Nelson; Statin Broyles; Rebecca Cole; Les Broyles; Michael Hogan; J.W. Fleetwood; Paula Haraway; Teresa Caves; Margaret Keaton; Others Unidentified.
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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.

4. Retiree Watch Presentation - Darren Fargo; Lee Risley; Kenny Shakingbush

The City Manager present Kenny Shakingbush with a retiree watch. Darren Fargo and Lee Risley were unable to attend.

5. Recognize Deborah Cates of Aromas Coffee Shop for 25 years of operating a small business in Sallisaw

The City Manager and Mayor presented Deborah and Ricky Cates with a certificate recognizing 25 years of operating a small business. The Economic Development Director read a bio about the history of Aromas Coffee Shop.

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

Mayor Martens opened the Public Hearing at 6:07 p.m. The Finance Director reviewed budget updates with those present. No other comments or questions.

b Close Public Hearing

Mayor Martens closed the Public Hearing at 6:09 p.m.

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*

Motion was made by Moody, seconded by Mendiola, for approval of Resolution 2025-03, adopting they FY '26 budget. Vote: Moody aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

None.

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)**

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

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

None.

11. Receive presentation from a hospital representative regarding participation in the Rural Community Hospital Demonstration Program

Stephanie Six, Hospital Representative, addressed the ongoing challenges faced by the hospital over the past several years. She explained that being designated as a Critical Access Hospital would have been the key to the hospital's sustainability. However, under Medicare guidelines, the hospital does not qualify for this designation because it is not located more than 32 miles from the nearest hospital.

In 2004, the Rural Community Demonstration Project was established as an alternative program to support struggling rural hospitals. The program was designed to include 30 hospitals, with 20 of the available spots previously filled. In December, the hospital became aware that the final 10 slots were open. They submitted an application and were notified in May that they had been selected as one of the 10 remaining participants.

Participation in this program provides cost-based reimbursement, similar to the Critical Access model. Mrs. Six emphasized that this designation is expected to have a profound and positive impact on the future of the hospital, describing it as potentially life-altering for the facility and the community it serves.

12. Receive presentation from Paula Haraway, DVM, regarding spay and neuter

Dr. Paula Haraway, DVM, spoke to the Council regarding the benefits of implementing a spay and neuter program. She presented statistics highlighting the positive impacts such programs can have on controlling the stray animal population, improving public health, and reducing the burden on local animal shelters. Dr. Haraway strongly encouraged the

Council to consider establishing a spay and neuter program within the community.

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*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2025-08.
Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

b Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance

Motion was made by Mendiola, seconded by Bailey, for approval of Law Enforcement Mutual Aid Agreement. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

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*

Motion was made by Mendiola, seconded by Moody, for approval of Resolution 2025-09.
Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of the workers' comp invoice in the amount of \$308,063.00 and escrow use form. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Mayor Martens opened the Public Hearing at 6:34 p.m. Statin Broyles, agent for Leslie Broyles, presented the case to the Board. A discussion followed between Mr. Broyles and members of the Council regarding the matter. The Public Hearing closed at 6:50 p.m.

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*

Motion was made by Mendiola, seconded by Bailey, to deny the Petition for Detachment. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

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*

Motion was made by Bailey, seconded by Moody, for approval of Ordinance 2025-11. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Bailey, seconded by Moody, for approval of emergency clause. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Mayor Martens opened the Public Hearing at 7:01 p.m. Code Enforcement personnel presented the case to members of the Council. There were no additional comments or questions. The Public Hearing closed at 7:02 p.m. Motion was made by Mendiola, seconded by Bailey, to declare Case # 5-25-1C a public nuisance and directed staff to abate. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion Carried 5-0.

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

Mayor Martens opened the Public Hearing at 7:02 p.m. Code Enforcement personnel presented the case to members of the Council. There were no additional comments or questions. The Public Hearing closed at 7:03 p.m. Motion was made by Mendiola, seconded by Bailey, to declare Case # 5-25-2C a public nuisance and directed staff to abate. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion Carried 5-0.

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

Motion was made by Mendiola, seconded by Moody, for approval of Planning Commission Case No. PC2025-004; Single Lot Plat. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

21. Discussion and Possible Action on Preliminary Airport Subdivision Plat

Motion was made by Mendiola, seconded by Bailey, for approval of preliminary Airport Subdivision Plat. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

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)

The City Attorney recommended entering in Executive Session. Motion was made by Mendiola, seconded by Moody, to convene in Executive Session. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Executive Session began at 7:07 p.m.

23. Possible action to reconvene to Regular Session

Motion was made by Moody, seconded by Bailey, to reconvene to Regular Session. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. Regular Session reconvened at 7:14 p.m.

24. Possible action or direction pursuant to Executive Session concerning negotiations between the Fraternal Order of Police Lodge #148 and the City of Sallisaw

Motion was made by Mendiola, seconded by Bailey, to approve (CBA for FOP Lodge #148). Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

25. Receive update on economic development and grant activities

Update given by the Economic Development Director. For informational purposes only.

26. Receive update on current and future projects

Update given by the Building Development Director. For informational purposes only.

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

Update given by the Finance Director. For informational purposes only.

28. Administrative reports

The City Manager gave an update on CMP; AMI; Drake/Lenington Project; Soccer fields; Animal Ordinance; Landfill; Property Insurance. Mayor Martens gave a shout out to the crews who worked the recent storm he applauded their quickness. Commissioner Mendiola gave thanks for the pool picture.

29. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:37 p.m.

Approved this 10th day of July, 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

June 2, 2025

City Council
City of Sallisaw
115 E Choctaw Ave
Sallisaw, OK 74955

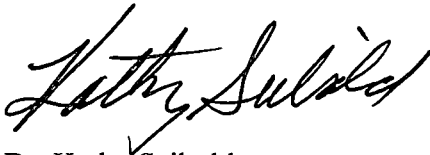
City Council Members,

The Eastern Oklahoma Library System requests the re-appointment of **Shannon Vann** to the Library System's Board of Trustees, in accordance with the provisions of the Oklahoma Library Code 65 O.S. 1981, Section 4-103 (b).

Enclosed are three (2) copies of the Certification of Library Board Appointment forms. Should you decide to re-appoint, please sign all copies; retain one (1) copy for your files and return the other one (1) in the enclosed envelope.

Your consideration of this re-appointment is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Seibold", written in a cursive style.

Dr. Kathy Seibold
Executive Director

CERTIFICATION OF LIBRARY BOARD APPOINTMENT

This is to certify to the Oklahoma Department of Libraries that the following person has been re-appointed by the City Council of the City of Sallisaw to the **Eastern Oklahoma Library System** Board of Trustees in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2, Section 12 and 51 O.S. 1971, Section 6.

NAME: Shannon Vann
ADDRESS: 114 North Wheeler
Sallisaw, OK 74955

Term as provided in the Oklahoma
Library Code, 65 O.S. 1971, Section
4-103(b)

PHONE: (918) 791-8597

July 1, 2025 thru June 30, 2028

Executed the _____ day of _____, 20____.

Mayor

Attest

City Clerk

(Seal)

CERTIFICATION OF LIBRARY BOARD APPOINTMENT

This is to certify to the Oklahoma Department of Libraries that the following person has been re-appointed by the City Council of the City of Sallisaw to the **Eastern Oklahoma Library System** Board of Trustees in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2, Section 12 and 51 O.S. 1971, Section 6.

NAME: Shannon Vann
ADDRESS: 114 North Wheeler
Sallisaw, OK 74955

Term as provided in the Oklahoma
Library Code, 65 O.S. 1971, Section
4-103(b)

PHONE: (918) 791-8597

July 1, 2025 thru June 30, 2028

Executed the _____ day of _____, 20_____.

Mayor

Attest

City Clerk

(Seal)

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Reinvestments

ITEM TITLE: Discussion and possible action on staff's request to reinvest the Cemetery Fund Certificate of Deposit with Local Bank for 273 days at 4.52% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends reinvestment of the Cemetery Fund Certificate of Deposit with Local Bank, the high bidder, for 273 days at 4.52% interest.

EXHIBITS: 1. BOCC - CD QUOTES

KEY ISSUES: None.

FUNDING SOURCE: N/A

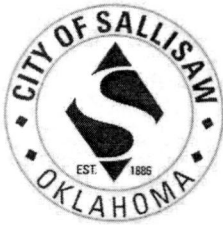
RECOMMENDATION: Approval to reinvest the Sallisaw Reserve CD with Local Bank for 273 days at 4.52% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

JULY 10, 2025

	<u>Fund</u>	<u>Amount</u>			
	CEMETERY FUND		\$235,103.43		
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>	
147	<u>3.76%</u>	<u>4.25%</u>	<u>3.35%</u>	<u>NB</u>	
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>	
238	<u>3.64%</u>	<u>4.25%</u>	<u>4.17%</u>	<u>NB</u>	
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>	
273	<u>3.64%</u>	<u>4.25%</u>	<u>4.03%</u>	<u>4.52%</u>	



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

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

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$235,103.43*	147	Dec 10, 2025	_____
		238	Mar 11, 2026	_____
		273	Apr 15, 2026	<u>4.52%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 2:00 p.m., July 8, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 14, 2025.

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

Kim Jamison, City Clerk

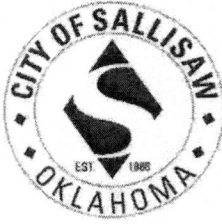
Submitted by:

Local Bank
(Print Bank Name)

Date: 6-27-25

By: Teren Watts

*Estimated



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

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

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$235,103.43*	147	Dec 10, 2025	<u>3.76%</u>
		238	Mar 11, 2026	<u>3.64%</u>
		273	Apr 15, 2026	<u>3.64%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 2:00 p.m., July 8, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 14, 2025.

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

Kim Jamison, City Clerk

Submitted by:

Firststar Bank
(Print Bank Name)

Date: 7-1-25

By: E. Kan, SUP/Market President

*Estimated



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

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

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$235,103.43*	147	Dec 10, 2025	<u>3.35 %</u>
		238	Mar 11, 2026	<u>4.17 %</u>
		273	Apr 15, 2026	<u>4.03 %</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 2:00 p.m., July 8, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 14, 2025.

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

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank
(Print Bank Name)

Date: 7/3/2025

By: Megan McHale

*Estimated



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

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

Same rate all Terms

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$235,103.43*	147	Dec 10, 2025	4.25%
		238	Mar 11, 2026	
		273	Apr 15, 2026	

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 2:00 p.m., July 8, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., July 14, 2025.

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

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
(Print Bank Name)

Date:

7/3/25

By:

[Signature]

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Authority Having Jurisdiction Agreement (AHJ)

ITEM TITLE: Discussion and possible action on Authority Having Jurisdiction Agreement (AHJ) between the City of Sallisaw and the Oklahoma State Fire Marshal

INITIATOR: Oklahoma State Fire Marshal
Building Development Director

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Upon approval and the signing of this agreement, we are attesting that we will ensure compliance with all current state-adopted building codes and standards along with all requirements of the Americans with Disabilities Act for the City of Sallisaw in its entirety. More specifically, we will be responsible for all plan reviews and associated inspections, including, but not limited to, those related to building plans, smoke control, fire alarms, fire suppression/hood suppression, fire sprinklers, access control, carbon dioxide and carbon monoxide plan, in addition to all required annual life safety inspections. This excludes any State owned or occupied buildings.

EXHIBITS: 1. OAC 265-25-1-4 Building permits.html
2. Sallisaw AHJ 6-23-25

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Authority Having Jurisdiction Agreement

265:25-1-4. Building permits

- (a) In all geographical areas wherein no building permit is required by local authorities such permit shall be obtained from the State Fire Marshal's Office for all Use and Occupancy Classifications identified in the International Building Code®.
- (b) Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structures, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing systems, the installation of which is regulated by the state-adopted building codes, or to cause any such work to be performed, shall first make application to the State Fire Marshal's Office and obtain the required permit.
- (c) After any change of ownership, change in occupancy use or classification, and/or the building has remained unoccupied or vacated for at least 90 days involving any of the use and occupancy classifications identified in the International Building Code® and Specific Situations identified in the International Fire Code®, shall be brought up to current code requirements.
- (d) All cities, towns, or counties that assume building permitting jurisdiction must complete an AHJ letter or form provided by the State Fire Marshal's Office every three (3) years. Any city, town, or county designated as the authority having jurisdiction is considered by the State Fire Marshal's Office to be the Authority Having Jurisdiction for all code requirements and responsibilities within its jurisdiction as set forth in the AHJ letter or form. This section shall not prohibit the State Fire Marshal's Office from providing code assistance to any local entity, regardless of jurisdictional boundaries; including State Fire Marshal enforcing state-adopted minimum codes.
- (e) The Authority Having Jurisdiction (AHJ) hierarchy is as follows:
- (1) All State owned or State occupied projects must be permitted by the State Fire Marshal's Office.
 - (2) The State Fire Marshal's Office has jurisdiction for the entire State of Oklahoma unless the County or City/Town has provided the State Fire Marshal's Office with a completed AHJ letter or form.
 - (3) A County has jurisdiction for the entire County unless a City/Town has provided the State Fire Marshal's Office with a completed AHJ letter for form.
 - (4) A City/Town has jurisdiction within their city/town limits that has provided the State Fire Marshal's Office with a completed AHJ letter or form.

[Source: Amended at 39 Ok Reg 1198, eff 9-11-22]



OKLAHOMA STATE FIRE MARSHAL

AUTHORITY HAVING JURISDICTION AGREEMENT

Pursuant to 74 O.S. §§ 317 and 324.11, please complete and sign this agreement that the City/Town/County of Sallisaw will perform as the Authority Having Jurisdiction (“AHJ”) within its entire political subdivision boundaries.

By signing this document, you are attesting that you will ensure compliance with all current state-adopted building codes and standards along with all requirements of the Americans with Disabilities Act (hereinafter, “ADA”), for City/Town/County of Sallisaw in its entirety.

More specifically, you will be responsible for all plan reviews and associated inspections, including, but not limited to, those related to building plans, smoke control, fire alarms, fire suppression/hood suppression, fire sprinklers, access control, carbon dioxide and carbon monoxide plans, in addition to all required annual life safety inspections.

This agreement does not extend to State owned or occupied buildings within the geographical boundaries of any municipality, town, or county acting as the AHJ. The Office of the State Fire Marshal will retain jurisdiction for State owned or occupied property. *See, e.g.*, OAC 265:25-1-4(d).

2010 Oklahoma Statutes Title 74. State Government § 324.8. Uniform Force and Effect - Authority of Cities, Towns and Counties.

The rules promulgated pursuant to Section 324.1 et seq. of this title shall have uniform force and effect throughout the state and **no municipality or subdivision shall enact or enforce any ordinances, rules for construction of or major alterations to buildings with standards less stringent than the building code, as last adopted by the Oklahoma Uniform Building Code Commission.** Provided, nothing in this act shall prevent or take away from any city, town or county, the authority to enact and enforce rules containing higher standards and

OKLAHOMA STATE FIRE MARSHAL

requirements than those provided herein nor prevent or take away from any city, town or county the authority to amend such adopted codes to make changes necessary to accommodate local conditions. And provided further, that nothing in this act shall in any way impair the power of any municipality, county or subdivision to regulate the use of land by zoning, building codes or restricted fire district regulations.

It is understood that the Office of the State Fire Marshal has the statutory obligation to ensure all jurisdictions accepting the responsibility of being the AHJ adhere to the minimum state-adopted building codes and standards and the ADA. *See* 74 O.S. §§ 317, 324.4, and 324.11. The Office of the State Fire Marshal retains the authority to review any projects permitted by a municipality, town, or county. *See id.*

This agreement will remain in effect for a period of three years from the date of last signature, or until terminated by either party with a thirty-day written notice.

Print Name	Signature	Date
City/Town/County Code Official		

Print Name	Signature	Date
City Manager/Mayor/ County Commission Chair		

Print Name	Signature	Date
City/Town/County/District Fire Chief (Cities and Towns only)		

Print Name	Signature	Date
County/Health & Safety Official (Counties only)		

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Airport Land Lease Agreement

ITEM TITLE: Discussion and possible action on Airport Land Lease Agreement between the City of Sallisaw and Alpine Aviation, LLC for the purpose of constructing an aircraft hangar

INITIATOR: Al Lavenue, Manager, Alpine Aviation, LLC
Economic Development Director

STAFF INFORMATION SOURCE: Al Lavenue
Stephen Smith, Attorney for Apline Aviation, LLC
Airport Manger

BACKGROUND:

- **Purpose:** Lease of Lot 3, Block 1 at the Sallisaw Municipal Airport for the construction and use of an aircraft hangar.
- **Term:** Initial - 30 years; Renewal - Two 5-year terms.
- **Construction Requirements:**
 - Begin construction within 120 days.
 - Substantially complete construction within 90 days of starting.
 - Meet requirements as noted in the Agreement.
- **Lease Payments:** Annual Rate: Based on 3,100 sq. ft.
 - Years 1-10: \$0.15/sq ft
 - Years 11-20: \$0.17/sq ft
 - Years 21-30: \$0.20/sq ft

EXHIBITS: 1. 2025-07-08SallisawAirportLease

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Airport Land Lease Agreement between the City of Sallisaw and Alpine Aviation, LLC

AIRPORT LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (AGREEMENT) is made and entered into this ____ day of _____, 2025 between the **CITY OF SALLISAW**, Sequoyah County, State of Oklahoma, a Municipal Corporation, hereinafter referred to as the “**LESSOR**”, and **Alpine Aviation, LLC**, an Oklahoma Limited Liability Company, hereinafter referred to as the “**LESSEE**”, with respect to the following facts:

WHEREAS, LESSOR and LESSEE are committed to the proper operation, improvement, and continued development of the Sallisaw Municipal Airport; and

WHEREAS, LESSOR deems it advantageous to itself and to the operation of the Airport to lease, to **LESSEE**, certain land as stated herein for the construction of an aircraft hangar; and

WHEREAS, LESSEE has presented plans and specifications for a new hangar, and **LESSOR** has approved those plans.

NOW THEREFORE, in accordance with the terms, considerations and privileges listed herein, **LESSOR and LESSEE** covenant and agree as follows:

1. The **LESSOR** hereby leases, rents, and demises to the **LESSEE** the following real estate premises situated at the Sallisaw Municipal Airport, in Sallisaw, Oklahoma, described as:

Block 1, Lot 3, Sallisaw Airport and located in Sequoyah County, Oklahoma.

2. The initial term of this Lease Agreement (“Agreement”) shall be for thirty (30) years (the “Initial Term”) commencing on the 1st day of July, 2025 (“**Effective Date**”), and ending the 30th day of June, 2055 (“**Termination Date**”).

Lessor hereby grants to Lessee the option to renew and extend this Lease two (2) times for a period of five (5) years each (“Renewal Term”) on terms to be negotiated by Lessor and Lessee. Lessor shall provide to Lessee the terms for the Renewal Term at least sixty (60) days prior to the expiration of the then current Term. Should Lessor fail to provide such terms to Lessee by said date, the terms for the Renewal Term shall be the same as those for the then current Term. Lessee may exercise such options by giving Lessor written notice of its election to renew this Lease at least ninety (90) days prior to the expiration of the Initial Term, as applicable, provided that at the time of the commencement of the Renewal Term, there is no "Event of Default," as hereinafter defined, in the payment of any rental or other sums herein reserved. The Initial Term, together with the Renewal Term, are hereinafter sometimes referred to collectively as the "Term."

3. It is mutually agreed and understood that the **LESSEE** has entered into this Agreement for the construction of an aircraft hangar upon the above-described real property upon which construction will begin when, and if the detailed engineering plan, submitted to the

LESSOR, is approved. In this respect it is understood and agreed by and between the parties that in the event that the detailed engineering plans are not approved by the **LESSOR**, then this Agreement shall be null and void.

4. **Construction of Hangars and Construction Standards:**

- a. **LESSEE** agrees to construct all buildings, ramps and facilities in accordance with requirements of the **LESSOR**. **LESSEE** agrees to furnish detailed, engineered plans to the **LESSOR** and to obtain proper building permits before commencing construction.
- b. All hangars shall be constructed in such a manner as to meet the required building codes adopted by the City of Sallisaw, and must also meet any requirements specified in Chapter 14 of the City of Sallisaw Code of Ordinances.
- c. No structure may be erected beyond the building restriction line or in conflict with the approved airport layout plan.
- d. Every hangar, whether for single or multiple aircraft, shall be located on the airport property as approved by the Airport Advisory Board first, then approved by the Board of City Commissioners.
- e. The size of any hangar designed to provide storage for multiple units (more than one) of aircraft shall be specified according to the request and plans submitted to the **LESSOR**, and as may be authorized on a case-by-case basis.
- f. The minimum size of any single-unit hangar shall be 1,600 square feet; being a minimum of forty (40) feet wide by a minimum of forty (40) feet deep respectively, with sidewalls of 18 feet in height.
- g. Hangar shall be insulated to a minimum R-13 value.
- h. All exterior surfaces, minimally consisting of a roof and three side walls and a fourth wall consisting of doors for entrance and exit for aircraft shall be of baked-on colored enamel with color consistent with hangars already in place on airport property. Main aircraft entry door shall be of a type approved for aviation hangars.
- i. Each hangar shall contain a floor made of concrete that meets the building requirements of the City and the submitted plans of the hangar.
- j. A concrete or asphalt ramp shall connect each hangar to the adjacent taxiway or apron.
- k. Construction must commence within one hundred twenty (120) days after the Effective Date of this Agreement and must be substantially completed within ninety (90) days after commencement of construction. It is further agreed and understood by the **LESSEE** and the **LESSOR** that in the event said building is not completed within 365 days from the Effective Date of this agreement, then, and in that event, **LESSOR** retains the authority to void this Agreement. If this agreement is voided, **LESSEE** shall not be entitled to a refund of lease payments already made.

1. Utility service to the leased premises, including, but not limited to, water, electrical power and sewer shall be installed and maintained at the sole risk and expense of the **LESSEE**. Such utility services may only be placed in locations approved by the City of Sallisaw. Dependent upon location of existing utility lines, **LESSEE** understands they may be responsible for cost, or partial cost, of extension of utility service lines.
5. **Consideration:**
- a. Square Footage of Property. For this Agreement, the square footage of the leased property is established as 3,100 square feet.
 - b. Lease Payments - Subject to adjustment as herein provided below, **LESSEE** agrees to pay to **LESSOR**, without offset or deduction, payment for the Leased Property at the initial rate of **\$0.15 per square foot, annually**, in advance, (the "Lease Payment"). The first Lease Payment shall be pro rated for the year 2025 and will be due and payable on the Effective Date of this Agreement, with successive yearly payments being due and payable annually on January 1st of each year thereafter during the Term hereof.
 - c. Adjustment of Lease Payment- Upon the Effective Date of each year of this Agreement, the payment for the Leased Property shall be as follows:
 - Years 1-10, \$0.15 per square foot;
 - Beginning year 11 through year 20, \$0.17 per square foot;
 - Beginning year 21 through year 30, \$0.20 per square foot;
 - During Renewal Term 1 (or years 31-35), \$0.23 per square foot; and
 - During Renewal Term 2 (or years 36-40), \$0.25 per square foot.
 - d. Payment Method - All Lease Payments shall be paid, payable to the City of Sallisaw, by mail to P.O. Box 525, Sallisaw, Oklahoma, 74955, Attn: City Clerk, or by hand-delivery, to the City Clerk, at 115 East Choctaw, Sallisaw, Oklahoma.
 - e. Late Payments - In the event **LESSOR** fails to receive any Lease Payment within ten (10) days after the due date, a Late Payment penalty equal to 10% of such payment shall be charged to **LESSEE**. In the event **LESSEE** shall remain delinquent for more than thirty (30) days following the date of receipt of a "cure notice" provided by **LESSOR** by Certified Mail, Return Receipt Requested, **LESSEE** shall be in default. **LESSEE**'s rights of occupancy and this Agreement may be terminated by **LESSOR**.
6. **LESSEE May Cancel:** **LESSEE** may cancel this Agreement for any reason whatsoever upon sixty (60)_ days prior written notice to the **LESSOR**, however, **LESSEE** agrees that any or all of the unused rental charge or other fees paid to the **LESSOR** is non-refundable and will remain the rightful possession of the **LESSOR**. If this Agreement is canceled by

the **LESSEE** prior to the **Termination Date**, all hangars, structures, fixtures and improvements shall become the property of the **LESSOR** and **LESSEE** shall have no further rights herein, and may not remove or modify any parts thereof. **LESSEE** shall have no fewer than thirty (30) days after the cancellation of this Agreement to remove all personal property of the **LESSEE**.

7. **Termination for Convenience for Sale of Hanger.** **LESSEE** may assign all of **LESSEE's** interest in the improvements that **LESSEE** built on the premises to a third party who is approved by the **LESSOR**. Approval of any assignment shall not be unreasonably withheld.
8. **Reversion Clause:** All hangars, structures, fixtures and improvements erected by the **LESSEE**, on the Leased Premises, shall remain the **LESSEE's** property until expiration or termination of this Lease Agreement. **Upon expiration or termination of this Agreement, such hangars, structures, fixtures and improvements shall become the property of the LESSOR and LESSEE shall have no further rights therein, and may not remove or modify any parts thereof.** Upon expiration or termination of this Agreement, **LESSEE** shall have no fewer than thirty (30) days after the expiration or termination of this Agreement, to remove all personal property of the **LESSEE**. Prior to, or upon expiration of this Agreement, **LESSEE** shall have first right of refusal to enter into a lease agreement with the **LESSOR** for all structures, fixtures and improvements erected by the **LESSEE** under this Agreement.
9. **Maintenance of Premises:** **LESSEE** agrees that **LESSEE** will, at its own expense, keep and maintain the leased 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. **LESSEE** further agrees to not allow any condition on the leased premises that may interfere with the landing, taxiing and take off of aircraft.
10. **Modification and Repair of Damage:** In the event of damage, destruction or loss of the hangar or other structures on the leased premises, the **LESSEE** agrees to promptly repair, replace, or rebuild the same, at **LESSEE'S** own expense, to the same condition as nearly as possible to that existing immediately prior to such damage. **LESSEE** further agrees that planned improvements, modifications or alternatives for hangar construction, whether subsequent to a damage event or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the **LESSOR**. **LESSEE** agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate, failure to do so shall cause **LESSEE** to be in default of this Agreement.

11. **Insurance Requirements:** LESSEE shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below.
 - a. Commercial General Liability (if applicable for commercial operations)
 - b. Comprehensive General Liability
 - c. Property Insurance in amounts to cover repairs or replacement for all property on the leased premises.
12. **Use of Premises:** It is further agreed by and between the parties that LESSEE shall not use or permit the premises, or any part thereof, to be used for any primary purpose or purposes other than aviation purposes and/or storage of aircraft. LESSEE shall note the FAA may disapprove an AIP grant to the airport of the LESSOR if there are existing hangars at the airport being used for non-aeronautical purposes. In the event the hangar is empty, it may not be used for non-aviation purposes or storage. LESSEE further agrees that they shall review and abide by the requirements of Chapter 14 of the City of Sallisaw Code of Ordinances, including any future amendments thereto.
13. **Assignment and Subletting:** The LESSEE may, with the prior written consent of LESSOR, assign, transfer, sublease or sublet all, or a portion, of the leased premises, provided that any mortgagee in possession; any successor in interest; the party to whom such assignment is made; shall expressly assume in writing and agree to be bound by and fulfill all of the terms, obligations and covenants contained in this Agreement.
14. **Termination of Agreement By LESSOR:** In the event that LESSEE shall fail to perform, keep and observe any of the terms, covenants or conditions of this Agreement, LESSOR may give written notice, sent by registered mail, to LESSEE to correct such condition or default. If LESSEE does not commence and use diligence to correct such condition or remove such default for thirty (30) days after receipt of such notice LESSOR may, at its option, and after the lapse of said thirty (30) day period, terminate this Agreement by giving ten (10) days' notice, and the term of this Agreement shall thereupon cease and expire at the end of the ten (10) day period. No default on the part of the LESSEE shall be deemed to continue so long as LESSEE shall have promptly and diligently taken action to correct the same. Failure to promptly pay rent shall be a default of this Agreement. **Upon termination of this Agreement by the LESSOR, such hangars, structures, fixtures and improvements shall become the property of the LESSOR and LESSEE shall have no further rights therein, and may not remove or modify any parts thereof.** Upon expiration or termination of this Agreement, LESSEE shall have no fewer than thirty (30) days after the expiration or termination of this Agreement, to remove all personal property of the LESSEE.
15. LESSEE further agrees to pay all personal property taxes levied against the structure during the term of this agreement.

16. It is further agreed by and between the parties that **LESSEE** shall keep all premises and every part thereof and all buildings and improvements of any kind located thereon free and clear of any and all mechanic's or materialman's liens for or arising out of or in connection with work of labor done, services performed, materials or appliances used or furnished for or in connection with any operation of **LESSEE**, any alterations, improvements, repairs, or additions which **LESSEE** may make or permitted by the **LESSOR** on or about the premises, or any obligations of any kind incurred by the **LESSEE** shall at all times be promptly and fully paid and discharge all claims on which any such lien may or could be based and shall indemnify the **LESSOR** and all premises and all the buildings and improvements thereon against all such liens and claims of liens or suits or other proceedings pertaining thereto.
17. **Compliance with Laws, Rules and Regulations** - **LESSEE** will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Oklahoma and the City of Sallisaw and their respective agencies, including the Federal Aviation Administration and the Oklahoma Aeronautics Commission. **LESSEE** acknowledges receipt of a copy of the current Rules & Regulations and Minimum Standards of the Sallisaw Municipal Airport. The Rules & Regulations and Minimum Standards are incorporated by reference as if written verbatim herein, and **LESSEE** agrees to comply fully at all times with the Rules & Regulations and Minimum Standards. **LESSOR** shall have the right to amend, modify and alter the Rules & Regulations and the Minimum Standards from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of **LESSOR**, **LESSEE** and all other **LESSEES** and customers of the Airport.
18. **FAA Requirements** - **LESSOR** and **LESSEE** recognize and agree this Agreement shall be subject to such regulations and approvals as required by the FAA, in particular those FAA regulations which provide that the property subject to this Agreement shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development, improvement, operation or maintenance of the Airport.
- a. **Subordination Clause.** This lease is subject and subordinate to all of **LESSOR's** existing and any future agreements with the state and/or federal government.
- b. **Compatible with Airport Operations.**
- 1) **LESSEE** shall not interfere with the landing and/or take off of any aircraft or interfere with any navigational aids and/or communications equipment; and
- 2) **LESSEE** shall not allow and/or participate in any activity with potential to attract wildlife, or any other such activity which could potentially be an aeronautical hazard.

- c. **Nondiscrimination Clause.** During the term of this Agreement, including any extension thereof, **LESSOR** and **LESSEE** shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, creed, religion, sex, age, disability, handicap, gender identity, sexual orientation, marital status, family/parental status, income derived from a public assistance program, religious or political beliefs, reprisal or retaliation for prior civil rights activity, or military status in accordance with the Civil Rights Act of 1964, as amended, and all other non-discrimination acts, including but not limited to, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990, or any other law, rule and/or regulation which implements nondiscrimination, in any of its activities or operations.
 - d. **Prohibition on Exclusive Rights.** It is expressly understood by and between the parties hereto that the municipal airport is non-exclusively operated for the use and benefit of the public, and this lease shall not be construed to grant and/or authorize the granting of any exclusive right to use any navigation facility or any part and/or portion of the municipal airport, other than **LESSEE's** hangar, exclusively.
 - e. **Civil Rights Clause.** In accordance with Federal civil rights law and U.S. Department of Transportation (FAA) civil rights regulation and policies, **LESSEE**, its agents and/or employees shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, creed, religion, sex, age, disability, handicap, gender identity, sexual orientation, marital status, family/parental status, income derived from a public assistance program, religious or political beliefs, reprisal or retaliation for prior civil rights activity or military status, in accordance with the Civil Rights Act of 1964, as amended, in any of its activities or operations.
19. It is further agreed by and between the parties that the **LESSOR** shall furnish to the **LESSEE** the right to use the taxiway provided by the **LESSOR** for ingress and egress from the hangar building to the runway of the Sallisaw Municipal Airport, and further to provide **LESSEE** with parking space for use of said hangar building. **LESSEE** agrees to prohibit vehicle parking on the leased premises other than those vehicles specifically associated with the use of the leased premises, and no other.
20. **Indemnification.** It is further agreed by and between the parties that the **LESSOR** shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by **LESSEE** or by any person whomsoever may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of **LESSEE** or of the occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and **LESSEE** shall indemnify the **LESSOR** against all claims,

liabilities, loss, or damage whatsoever on account of any such loss, injury, death, or damage and provided further that **LESSOR** shall give **LESSEE** prompt and timely notice of any claims made or suit instituted which in any way directly, indirectly, or otherwise affects or might affect **LESSEE**, and **LESSEE** shall have the right to compromise and defend the same to the extent of **LESSEE'S** own interest..

It is likewise agreed by and between the parties that the **LESSEE** shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by **LESSOR** or by any person whomsoever may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of **LESSOR** or of the occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and **LESSOR** shall indemnify the **LESSEE** against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death, or damage and provided further that **LESSEE** shall give **LESSOR** prompt and timely notice of any claims made or suit instituted which in any way directly, indirectly, or otherwise affects or might affect **LESSOR**, and **LESSOR** shall have the right to compromise and defend the same to the extent of **LESSOR'S** own interest..

21. **LESSEE** further covenants and agrees to pay all utility bills concerning the use of the building located on the above-described real property, including telephone bill, and to save the **LESSOR** harmless from all such expenses.
22. It is further agreed and understood that **LESSEE** shall not have the right to place upon the above-described land any additions, buildings, or facilities without prior written consent of the **LESSOR**.
23. It is expressly agreed and understood by and between the parties that the balance of the lands of the airport facilities of the Sallisaw Municipal Airport and the City of Sallisaw, other than those described and hereby leased, may be used, occupied, and dealt with by the **LESSOR** as it shall see fit from time to time; and it is expressly agreed that only the land herein above described by metes and bounds are leased hereby and that **LESSEE** shall not have right with regard to the balance of the lands of the Sallisaw Municipal Airport except the right to use the taxi way above referred to and the parking space, and the runway in accordance with Federal Aviation Administration regulations.
24. **LESSEE** further agrees that in their operation and use of the Sallisaw Municipal Airport, they will not, on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Department of Transportation regulations.

25. It is further understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958, or subsequent modifications thereof.
26. This Agreement shall extend to, bind and inure to the benefit of the parties hereto and to their respective heirs, successors, executors, administrators, and assigns, if approved per Paragraph 7 of this Agreement.
27. No hangar building or any part thereof, is to be used as a permanent residence.
28. All the covenants, conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.
29. Notices: Notices to the **LESSOR or LESSEE** provided for this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

LESSOR

City of Sallisaw
PO Box 525
115 East Choctaw
Sallisaw, OK 74955
Attn: City Clerk

LESSEE

Alpine Aviation, LLC
P.O. Box 18293
OKLAHOMA CITY, OK 73154

With Copy to: Smith, Cohen & Horan, PLC
Attn: Stephen C. Smith
P.O. Box 10205
Fort Smith, AR 72917-0205
ssmith@schfirm.com

WITNESS our hands the day and year above written.

LESSOR:

CITY OF SALLISAW, OKLAHOMA

ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk

LESSEE:

Al Lavenue, Manager
Alpine Aviation, LLC

Approved as to Form and Content:

Jordan Pace, City Attorney

Stephen C. Smith, Attorney for Alpine Aviation, LLC

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Master Fee Schedule

ITEM TITLE: Discussion and possible action on Resolution No. 2025-10; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the City of Sallisaw, And Superseding Previous Resolutions*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Staff

BACKGROUND: This is an update to the Master Fee Schedule. Changes are effective September 1, 2025. Many have gone unchanged for several years, if not longer. These are modest increases to keep up with changing prices as well as reduce first-container costs for senior sanitation customers.

EXHIBITS: 1. BOCC.MFS.City Resolution 2025-10.Final
2. Master Fee Schedule DRAFT 7.7.25

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2025-10.

RESOLUTION NO. 2025-10

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE, ESTABLISHING
CERTAIN RATES AND FEES FOR THE CITY OF SALLISAW,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees of the Master Fee Schedule have previously been adopted by the Board of City Commissioners in prior resolutions; and

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

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

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

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

Section 1: The amendment to the Master Fee Schedule, as provided in Exhibit “A” attached hereto and incorporated herein by reference, is hereby adopted and shall be amended in its entirety to reflect the new version as attached to this resolution.

Section 2: That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on September 1, 2025.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 10th day of July 2025.

**CITY OF SALLISAW, OKLAHOMA
BOARD OF CITY COMMISSIONERS**

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Kim Jamison, City Clerk
(SEAL)



CITY OF SALLISAW
MASTER FEE SCHEDULE
EFFECTIVE September 1, 2025

As adopted on July 10, 2025 by the
Board of City Commissioners
and the
Sallisaw Municipal Authority Board of Trustees

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Section 1. Administration and Business-Related Fees

Administration and Business-Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records	City Cost		
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00		Per video
Copy of Municipal Code Book (must be ordered) City Ordinances Website Link: https://library.municode.com/ok/sallisaw/codes/code_of_ordinances	\$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: http://www.sallisawok.org/129/Budget-Information	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: http://www.sallisawok.org/131/Financial-Statements-Audits	NC		No charge. Current and past audits can be obtained on city web site.
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	<i>*See applicable City Ordinance*</i>		
Coin-Operated Amusement (Due on or before January 1st each year)	\$30.00	-	Per unit per year
Commercial Business License Fee	\$500.00		Per year
Transient Merchant/Itinerant Vendor License	\$25.00 \$20.00/day \$230/month \$700/year		-Fees apply do NOT apply to food trucks -Exceptions per Art V, code of ordinances
Special Event Permit	\$20.00		Base fee for all special events
--alcohol surcharge	\$100.00		
--For-profit and Fundraising events surcharge	\$50.00		Any event where revenue is kept by vendors and/or a for-profit organization

Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (Requires certificate of liability insurance)	\$350.00		Per event

Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key
City Municipal Swimming Pool Admittance Fee-2025 ONLY	\$5.00		17+
Children 2-16	\$3.00		
Children Under 2	FREE		
City Municipal Swimming Pool Admittance Fee	\$3.00		Per person
City Municipal Swimming Pool Admittance Fee			
Children Under 2	FREE		
1st child 2-12	\$3.00		
Per add'l children 2-12	\$2.00		
Per teenager 13-16	\$4.00		Children <16 must be accompanied by an adult
17+	\$5.00		
City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$30.00 \$50.00		Per season
City Municipal Swimming Pool Season Pass. Maximum of four (4) family members. Additional fee added for each family member in excess of four (4) family members. NO REFUNDS	\$50.00 plus \$10.00 per person over four.		Per season
	\$80.00		1x Adult and 2x children (any age)
	\$15.00		Per additional child 2-12
	\$20.00		Per additional teenager 13-16
	\$40.00		Per additional 17+
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:30 to 8:30. Must be scheduled minimum 14 days in advance.	\$250.00 \$400.00		Per event. Maximum event length 2 hours.—Pool ONLY
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

Section 3. Utility Deposits

Residential Utility Deposits ¹	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters

Utility Deposit -Electric with or without other services and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$200.00		Per meter if multiple meters
Utility Deposit –Water, sewer, sanitation service only or combination of.	\$35.00		Per service
Utility Deposit –Water, sewer, sanitation service only or combination of and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$50.00		Per service
Utility Deposit –Vapor Light Service only (install fees still apply, refer to Section 4.1.1)	\$10.00		Per light

¹ Residential utility deposits may be waived or deferred based on customer payment history. Residential Deposits subject to be refunded based on approved city policy.

Deposits Commercial Services	Rate	Rate Change	Note
Minimum Commercial Utility Deposit –Commercial accounts -Full Service	\$350.00		Minimum deposit for a commercial account
Commercial Master Water Meter for Apartment Complex -Water Service Only	\$75.00 per unit		Landlord pays water usage based on a master meter
Commercial Deposits over \$350.00 Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2		Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.
Deposits Industrial Services			
Utility Deposit –Industrial Accounts	NA		Set by Contract
Deposits (Other)			
Residential Construction Poles/Temporary Use	\$150.00 \$175.00		Each
Commercial Construction Pole, Temporary Use	\$350.00 \$375.00		Each
Industrial Construction Pole, Temporary Use	\$500.00 \$525.00		Each

Section 4. City Utility Rates and Fees

Electric Services

Electric Connection Fees	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portion of labor (15% does not apply to commercial transformers). Cost shall include all materials needed to complete connection.			
60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Commercial Underground	COST+12% COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)			
Self-Contained			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
200-400 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
400-1600 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
All Other Material (COST determined by quotes at time of service request)	COST +15%		
Distributed Generation Application and Permit Fees			
Interconnecting A Generating Facility Application Fee	\$300.00 \$325.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	\$100.00 \$125.00		

Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$15.00 \$17.00		First container

	Over 65 \$10.00		
RSW-1, Residential Garbage per month	\$7.50 \$8.50		Each additional container
CSW-1, Commercial Garbage per month	\$20.00		First container
CSW-1, Commercial Garbage per month	\$12.00 \$15.00		Each additional container
Damaged Poly Cart	Cost +12% Cost +15%		Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$380.00 \$400.00		Per Setting, Prepaid
CSW-2, Dumpster Container (per cubic yard; once a week pick up)	\$5.00 \$6.00 \$10/ add'l pickup		

Commercial Dumpster Per Cubic Yard Charges-Per Month

	Cubic Yards	Per week	Weeks Yr	Mths Year		
	1	1	52	12		
		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES
CY	\$ 5.00	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 21.67	\$ 43.33	\$ 65.00	\$ 86.67	\$ 108.33
2	2 Cubic Yards per month	\$ 43.33	\$ 86.67	\$ 130.00	\$ 173.33	\$ 216.67
4	4 Cubic Yards per month	\$ 86.67	\$ 173.33	\$ 260.00	\$ 346.67	\$ 433.33
6	6 Cubic Yards per month	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00
8	8 Cubic Yards per month	\$ 173.33	\$ 346.67	\$ 520.00	\$ 693.33	\$ 866.67

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$32.00 \$35.00 Over 65 \$25.00		"Curbie"-per pick up
Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$32.00 per load \$35.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	\$32.00 plus \$5.00 \$32.00 plus \$5.00 per additional CY over 10 CY		
Commercial Curbside Pickup	Minimum of \$45.00 plus \$5.00 \$48.00 plus \$5.00 per CY		

Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
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Municipal Solid Waste (MSW 1 & 10) (noncontracted)	\$40.00 \$41.00		Per ton; min fee=1 ton
Minimum Charge	\$35.00		Per load
Non Hazardous Industrial Waste (NHIW -15)	\$60.00 \$65.00		Per ton; min fee=1 ton
NHIW-Minimum Charge	\$60.00		Per load
Non-Friable Asbestos	\$100.00 \$110.00		Per Ton
Contaminated Soil	\$50.00 \$45.00		Per ton; min fee=1 ton
Contaminated Soil – Minimum Charge	\$50.00		Per load
Shingles	\$40.00		Per ton; min fee=1 ton
Shingles – Minimum Charge	\$35.00		Per load
Shingle Pull Off, using dozer	\$45.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$50.00 \$60.00		Per ton; min fee=1 ton; call ahead for approval
Dead Animals – Minimum Charge	\$35.00		
Shredder Fluff (6)-No Contract	\$34.00 \$35.00		Per ton; min fee=1 ton
Shredder Fluff – Minimum Charge	\$30.00		
Chicken Waste (8)	\$175.00 \$190.00		Per load
Chicken Waste – Minimum Charge	\$50.00		
Sludge Material from Wastewater Plants	\$22.00 \$35.00		Per ton; min fee=1 ton
Sludge – Minimum Charge	\$15.00		
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Landfill Facility Use Deposit (Contract Customer). Deposits may be required for certain customers who pose a payment risk.	Minimum of monthly tonnage costs x 2 or greater		
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
Tires and White Goods -- NO LONGER ACCEPTED			

Water Services

Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portions of labor. Cost shall include all materials needed to complete connection.			
Three Quarter (3/4) inch water tap	COST+12% COST+15%		Each

One (1) Inch Water Tap	COST+15%		Each
Two(2) Inch Water Tap	COST+15%		Each
Three (3) Inch Water Tap	COST+15%		Each
Four (4) Inch Water Tap	COST+15%		Each
Six (6) Inch Water Tap	COST+15%		Each
Eight (8) Inch Water Tap	COST+15%		Each
Fire Line Tap 4x3 tap with valve	COST+15%		Each
Fire Line Tap 6x3 tap with valve	COST+15%		Each
Fire Line Tap 6x4 tap with valve	COST+15%		Each
Fire Line Tap 8x4 tap with valve	COST+15%		Each
Fire Line Tap 8x6 tap with valve	COST+15%		Each
Fire Line Tap 10x4 tap with valve	COST+15%		Each
Fire Line Tap 10x6 tap with valve	COST+15%		Each
Fire Line Tap 10x8 tap with valve	COST+15%		Each
Fire Line Tap 12x4 tap with valve	COST+15%		Each
Fire Line Tap 12x6 tap with valve	COST+15%		Each
Fire Line Tap 12x8 tap with valve	COST+15%		Each
Fire Line Tap 12x10 tap with valve	COST+15%		Each
Fire Line Tap 4x4 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 6x6 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 8x8 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 10x10 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 12x12 tap and valve (extension only)	COST+15%		Each
Bulk Water Sale Rates and Fees	Rate	Rate Change	Note
Bulk Tank Fill –No meter, up to 1,000 gallons	\$40.00 \$45.00		Minimum
Plus per 1,000 gallons	\$8.00		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	-\$45.00 \$50.00		Minimum each billing period
Plus per 1,000 gallons	\$8.00		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,250.00 \$1,400.00		Deposit required for each meter. Must be returned operable for deposit refund

Sewer Services

Sewer Service Tap Fees	Rate	Rate Change	Note
Sanitary Sewer Tap Inspection Fee	\$40.00 \$75.00		Each tap. New or Replacement, Residential or Commercial. Includes inspection
Sanitary Sewer Tap Inspection Fee (Industrial)	\$60.00		Each tap; Includes inspection

	\$80.00		
Private Sewage Disposal System Permit and Inspection Fee	\$100.00 \$125.00		Per system

Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$45.00 \$50.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$275.00 plus \$45.00 \$50.00 per 24 hour period		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order
Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$40.00 \$45.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays – Residential Electric and/or Water	\$50.00 \$60.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$150.00 \$175.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$300.00 \$375.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$20.00 \$25.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc.)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		
Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	35% 40% of total sent to collections.		OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase	\$250.00		Per space
Columbarium	\$850.00		Per niche with lettering
Columbarium	\$625.00		Per niche without lettering
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$400.00 \$425.00		
Grave Opening (Sunday and Holiday)	\$550.00 \$600.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$50.00 \$60.00		
Set up of Chairs and Gazebo on Weekends & Holidays	\$100.00 \$150.00		

Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response.			
Minimum emergency response charge –Class A response, minimum 2 hours	\$1,500.00		
Minimum emergency response charge –Requiring aerial truck, minimum 2 hours	\$2,000.00		
Class A Pumper –After 2 hours	\$400.00		Per hour
Aerial Pumper –After 2 hours	\$750.00		Per hour
Rescue Truck –After 2 hours	\$125.00		Per hour
Minim Pumper Truck –After 2 hours	\$200.00		Per hour
Class 9 Grass Truck –After 2 hours	\$150.00		Per hour
Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more.	No Charge		5-day Permit
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

Section 8. Animal Welfare and Shelter Fees

Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat. Includes neuter/ spay, vaccination for each animal adopted.	\$50.00		Each. Completed prior to animal leaving facility.
Adoption fee for puppy or kitten <6 months. Includes neuter & spay deposit, vaccinations for each animal adopted.	\$95.00 (\$25.00 deposit incl)		Spay/Neuter deposit of 25\$ can be redeemed in accordance with Ch10, Sec10-6
Adoption fee for puppy or kitten between 6 and 10months. Includes neuter/ spay, vaccinations for each animal adopted.	\$70.00		
Adoption small animal (not cat or dog), fowl or domestic bird	\$20.00		Each
Altered dog or cat, first impoundment	\$30.00		
Altered dog or cat, second impoundment	\$75.00		Fee in addition to any fine received in court
Altered dog or cat, third or subsequent impoundment	\$100.00		Fee in addition to any fine received in court
Unaltered dog or cat, first impoundment	\$80.00		
Unaltered dog or cat, second impoundment	\$180.00		Fee in addition to any fine received in court & includes spay/neuter (see Ch10 Sec10-3)
Unaltered dog or cat, third or subsequent impoundment (Mandatory neuter or spay required)	\$100.00		
Impoundment of livestock or other large animal	\$100.00		Per day plus actual cost of feed and other housing costs.
Care Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or deposits fines)	\$15.00 animal/day		Not applicable to animals being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)	\$25.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	\$50.00		Per animal

Animal Euthanasia and Cremation Services

EUTHANASIA AND CREMATION SERVICES			
Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$45.00		Per animal
Cremation services up to 20 lbs.	\$100.00 \$110.00		Includes urn with engraved plate
Cremation services 21 to 60 lbs.	\$140.00 \$150.00		Includes urn with engraved plate
Cremation services 61 to 80 lbs.	\$160.00 \$175.00		Includes urn with engraved plate

Cremation services 81 to 100 lbs.	\$200.00 \$215.00		Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.	\$230.00 \$250.00		Includes urn with engraved plate

Animal Licenses and Permits

Licenses and Permits for Kennels Keeping Small Animals	Rate	Rate Change	Note
Kennel License (In zoned agriculture areas only) (required for more than any combination of 5 pets)	\$175		Per year; annual inspection required prior to license issuance
Alteration Permit—allows pets over 6mo to remain unaltered	\$100/pet		One time fee; required for unaltered pets not covered by vet exception
Permit for keeping small animals other than dog or cat	\$25.00		Per year
Bee Keeper License (In zoned agriculture areas only)	\$25.00		Per year

Licensing of Dogs and Cats	Rate	Rate Change	Note
LIFETIME LICENSE: Lifetime dog or cat license fee Requires Microchip. Includes registration of microchip.	\$30.00		Lifetime
YEARLY LICENSE: Dog or cat license fee, no microchip. Requires yearly renewal	\$75.00		Per year
Re-issue of lost or destroyed city animal tag	\$10.00		Each Tag
Dog or cat micro-chip Registration in lieu of annual tag, or until change in ownership	\$10.00		
Hobbyist Breeder Permit: A permit may be issued to hobbyist who are in compliance with city ordinances. Limit of four (4), not to exceed five (5) dogs, cats, or combination of. Each animal must have its own permit and location must be inspected by animal welfare and code enforcement.	\$60.00		Requires yearly renewal. In addition, each animal must have its own license.
LIFETIME LICENSE: License for each dog or cat, lifetime or change in ownership for persons over age of 65	Cost of Microchip	-	-

Section 9. Building Development Permit, Inspection, Plan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$125.00 \$130.00 plus \$.10 psf.		
Commercial Remodel	\$125.00 \$135.00 plus \$0.05 psf.		

Commercial Electrical, Mechanical and Plumbing Permit	-\$50.00 \$55.00 plus \$.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$125.00 \$135.00 plus \$0.20 psf		
Residential Building Permit	-\$50.00 \$60.00 plus \$.05 \$.10 psf		
Residential Remodel	\$50.00 \$60.00 plus \$0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$50.00 \$60.00 plus \$0.15 \$.20 psf		
Residential Electrical, Mechanical and Plumbing Permit	\$40.00 \$50.00 plus \$.03 \$.10 psf		
Manufacturing/Industrial Building Permit	-\$300.00 \$350.00		Minimum
Plus per square foot	\$0.10 \$0.15		first 5,000 sf
Plus per square foot	\$0.05 \$0.10		next 20,000 sf
Plus per square foot	\$0.01 \$0.05		over 25,000K sf
Demolition and House Moving Permit	\$50.00 \$60.00		Each
Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
Occupancy Permits	Rate	Rate Change	Note
Applies to change of occupants only where and when required			
Single Family	\$20.00 \$25.00		Each
Two Family and Multi-family	\$10.00 \$15.00		Per unit
Commercial	\$20.00 \$25.00 plus \$10.00 \$12.00 per floor		
Industrial	\$50.00 \$60.00		Each
Temporary Occupancy Permit	\$10.00 \$15.00		Each
Street Cut Permits *Contractor required to repair based on city specifications.	Rate	Rate Change	Note

Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	-\$250.00 \$275.00		Each
Concrete Street or Alley Utility Cut	-\$250.00 \$275.00		Each
Mobile Home Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Inside Mobile Home Park	-\$40.00 \$42.00		Each
Outside Mobile Home Park	-\$60.00 \$65.00		Each
Swimming Pool Permits	Rate	Rate Change	Note
Does not include electrical or plumbing permits			
Residential Swimming Pool	\$40.00 \$45.00		Each
Commercial, Multi-family	\$100.00 \$125.00		Each
Signage and Billboards	Rate	Rate Change	Note
Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$40.00 \$45.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$60.00 \$70.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		
Fuel Storage Tank Permits/Inspection Fees	Rate	Rate Change	Note
Fuel Storage Tanks	-\$125.00 \$135.00		Each. Includes piping
Fuel Dispensing Pump	-\$30.00 \$40.00		Each
Inspection Fees	Rate	Rate Change	Note
Re-Inspection Fee (Normal Hours, upon 2 nd and subsequent re-inspections	\$25.00 \$35.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$50.00 \$75.00		Per hour, 1 hour minimum
Gas Line Test/Inspection Fee	\$25.00 \$30.00		Each, in addition to permit required
Sewer Tap Inspection Fee	\$25.00 \$30.00	-	Each, in addition to permit required

Other Permit Fees	Rate	Rate Change	Note
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Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$500.00 \$550.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$25.00 \$20.00		
Garage Sale Permit Fee –Residential property	NC		limit 4 per 12-month period, application and license per sale.
Miscellaneous Permits (includes; storm shelters, awnings, firework-stands , fences, tents, siding.(All items not listed but governed by construction codes)	\$20.00 \$25.00		Each; Fireworks Stands must have Itinerant Vendor License and Fire Safety Inspection
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Communication Tower Permits and fees	See Ordinance		
Planning Commission	Rate	Rate Change	Note
Planning Commission Applications; All	\$200.00 \$210.00		Each
Special Use Permit (applicant pays for advertising)	\$200.00 \$225.00		Each
Administrative Zoning Clearance Permit	\$125.00 \$130.00		Each
Plan Reviews	Rate	Rate Change	Note
Preliminary Plan Review (Residential)	\$50.00 \$60.00		Each
Preliminary Plan Review (Commercial)	\$100.00 \$120.00		Each
Preliminary Plan Review (Industrial)	\$150.00 \$170.00		Each
Board of Adjustment	Rate	Rate Change	Note
Board of Adjustment Applications: All Applications.	\$200.00 \$225.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days)(City Ordinances)	\$100.00 \$150.00		
Board of Appeals (Construction Codes) Filed with City Clerk within 15 days	\$100.00 \$125.00		

Contractor Registration Fees	Rate	Rate Change	Note
As required by state law			
Contractor, first time registration	\$100.00 \$110.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$50.00 \$45.00 per license, plus \$25.00 \$20.00 for each Journeyman		
Maps	Rate	Rate Change	Note

11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
Copies of Construction Documents (per page)			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each
36x48 NEW B/W or Color	\$7.00		Each
Floodplain Management Fees	Rate	Rate Change	Note
Floodplain Development Permit	\$200.00 \$210.00		Each
Inspection Fee	\$25.00 \$30.00		Per inspection

Section 10. Airport Fees and Permits

Airport Fees and Permits *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances	Rate	Rate Change	Note *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare
Permit for providing airport services (14-82). Applies to: - Aviation Flight School, 14-83 - Crop Dusting or Spraying of Agriculture chemicals, 14-84 - Aircraft Rental and Sales Operations, 14-85 - Aircraft maintenance services, 14-86 - Commercial Skydiving Operations, 14-82(19), 14-87 - Other aeronautical services as identified and allowed.	\$125.00 \$130.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$150.00 \$160.00		Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$25.00 \$30.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$25.00		3-day permit

	\$30.00		
Permit for Special Events on Airport Property, 14-82 (17)	\$50.00 \$60.00		3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.			

Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location.	\$3,000.00	\$3250.00	Per piece of equipment
Dozer	\$125.00	\$150.00	Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$125.00	\$150.00	Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$75.00	\$80.00	Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Road Grader	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Grade-all Excavator	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Front End Loader	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Back-hoe	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Grapple Truck	\$200.00	\$225.00	Per hour, 2 hour minimum charge
Street Sweeper	\$150.00	\$165.00	Per hour, 2 hour minimum charge
Large Tractor Mower	\$100.00	\$110.00	Per hour, 2 hour minimum charge
Small Tractor Mower	\$75.00	\$90.00	Per hour, 2 hour minimum charge
Riding Mower	\$35.00	\$40.00	Per hour, 2 hour minimum charge
Wood Chipper	\$60.00	\$75.00	Per hour, 2 hour minimum charge
Work Truck	\$50.00	\$60.00	Per hour, 2 hour minimum charge
Water Truck	\$75.00	\$90.00	Per hour, 2 hour minimum charge
Skid Steer Loader	\$75.00	\$100.00	Per hour, 2 hour minimum charge
Bucket Truck (Large) (Electric or Telecom)	\$225.00	\$250.00	Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	\$200.00	\$225.00	Per hour, 2 hour minimum charge
Digger Derrick	\$175.00	\$190.00	Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$125.00	\$140.00	Per hour, 2 hour minimum charge
Light Tower With Generator	\$50.00	\$60.00	Per hour, 2 hour minimum charge
Trencher	\$50.00	\$60.00	Per hour, 2 hour minimum charge
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	\$25.00	\$30.00	Per hour
Brush Truck	\$40.00	\$50.00	Per hour
Top Soil	\$80.00	\$90.00	Per load
Telecom: Fiber Splice Trailer	\$75.00	\$90.00	Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	\$25.00	\$30.00	Per splice

Telecom: Splice Enclosure Replace Small	\$50.00	\$60.00	Each
Telecom: Splice Enclosure Replace Large	\$250.00	\$275.00	Each
Telecom: Fiber Optic Trunk -Fiber Replace	\$0.50	\$0.75	Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	\$0.20	\$0.30	Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.		
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 25% restocking fee		

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Personnel Manual

ITEM TITLE: Consider Approval of Resolution 2025-11; *A Resolution Amending the Personnel Policies for the Municipal Employee of the City of Sallisaw, Oklahoma*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Staff has gone through the personnel manual and made needed adjustments. Comparison can be found in the attachment.

EXHIBITS: 1. Comprehensive_Side_by_Side_Policy_Comparison
2. 06.12.2025 Personnel Policy

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution No. 2025-11.

Comprehensive Side-by-Side Comparison: 2025 vs. 2021 Personnel Policy

This document provides a detailed side-by-side comparison of the City of Sallisaw's 2025 and 2021 Personnel Policies. It highlights key updates to narrative policies as well as changes in structured content, including tables, definitions, and classifications.

Section / Topic	2021 Personnel Policy	2025 Personnel Policy
Appointment Authority (Sec. 3.01)	Appointments managed by City Manager or delegated authority.	Adds that Department Directors may approve internal advancements (e.g., Operator I to II).
Promotion Policy (Sec. 2.04)	Promotions may be internal and based on merit.	Requires application, resume, and last 3 evaluations for promotion.
Transfer Probation (Sec. 2.06)	6-month probation after voluntary transfer.	Reduced to 3 months; may revert to old position if available.
Grievance Procedures (Sec. 10.11)	Written grievance to Director within 5 days; City Manager decides.	Same process, but emphasizes deadlines and accountability.
Discipline Framework (Ch. 10)	Lists progressive actions: reprimand, suspension, demotion, termination.	Same types, with clearer expectations and definitions.
Holiday Table (Sec. 7.04)	Standard holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (2), Christmas, Birthday, Floating Holiday.	Adds Martin Luther King Jr. Day, Good Friday, and Juneteenth (June 19).
Holiday Pay Policy	Time-and-a-half if worked. Observed on weekday if on weekend.	No change.
EEO Policy (Sec. 1.07)	Covers race, religion, age, sex, disability.	Adds sexual orientation and gender identity; stronger anti-discrimination language.
Harassment Policy (Sec. 1.08)	Defines harassment, process for reporting and retaliation.	Adds specific examples and personal liability for supervisors.

Definition Table (Sec. 1.11)	Defines absenteeism, demotion, grievance, etc.	Expanded to include broader 'immediate family' and clarified job terms.
Workplace Conduct (Ch. 8)	General conduct expectations; public/media info release policies.	More explicit enforcement responsibilities and guidance.
Performance Evaluation (Ch. 5)	Annual reviews and probation midpoint/final.	Clarified timelines, added supplemental review flexibility.
Classification System	Based on duties and responsibilities; linked to salary scale.	Clarifies internal consistency and compensation plan details.
Medical Exams & Drug Testing (Sec. 3.07)	Pre-employment exam; costs employee if resigns within one year.	Clarifies psychological exams and City Manager discretion.
Residency Requirement (Sec. 3.06)	Must live within 20-minute drive of city limits.	Adds authority for City Commission to designate in-city residency roles.

Summary of Chart and Table Changes

Chart/Table	Changes from 2021 to 2025
Holiday Table	Adds 3 new holidays: Martin Luther King Jr. Day, Good Friday, Juneteenth.
Definition List	Expanded terms including broader 'immediate family' and clarified performance/probation terms.
Disciplinary Action Levels	Clearer language on when and how each type (e.g., suspension) can be used.
Classification/Compensation Tables	Structure unchanged, but clarified internal consistency and classification use.
Performance Evaluation Schedule	Clarified timelines for probation and regular employees; supplemental reviews added.



CITY OF SALLISAW
PERSONNEL POLICIES
Adopted July 10, 2025

RESOLUTION 2025-11

A RESOLUTION AMENDING THE PERSONNEL
POLICIES FOR THE MUNICIPAL
EMPLOYEE OF THE CITY OF SALLISAW, OKLAHOMA

At a special meeting of the Board of City Commissioners of the City of Sallisaw, Oklahoma, on July 10, 2025, there being a quorum present, Resolution 2025-11, amending the Personnel Policies for the Municipal Employees was proposed and after being put to a vote of the governing body was adopted, said resolution being as follows:

BE IT RESOLVED:

That the City of Sallisaw, Oklahoma, by its duly elected Board of City Commissioners does hereby amend the Personnel Policies for the Municipal Employee and to be known as such.

BE IT FURTHER RESOLVED:

1. That the Personnel Policies, shown as Attachment A hereto, shall be effective July 10, 2025, and shall repeal and supersede any and all personnel rules, policies, regulations, and procedures previously adopted.
2. That amendments to these rules shall be in effect upon adoption by the Board of City Commissioners.
3. That a department head may establish such supplemental rules, as he deems necessary for the efficient and orderly administration of his department and for maintaining proper discipline, conduct and behavior of his employees. All such supplemental rules shall be subject to the approval of the City Manager and a copy made available to the employees of the department. Such rules may provide for disciplinary action and must be consistent with these personnel rules.
4. That a copy of these rules shall be kept on file in the City Clerk's office and made available during regular office hours to any employee who requests to review them.
5. That the Commission finds and determines that such a Personnel Manual is necessary and herewith adopts the same.
6. PASSED AND APPROVED this 10th day of July, 2025.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk
(SEAL)

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CHAPTER 1 GENERAL ADMINISTRATION

Section 1.01 Objective

The Personnel Policy is designed to bring to the City service a high degree of understanding, cooperation, efficiency and unity through systematic, uniform application of personnel practices. Objectives of the City personnel management system include:

- a. To formally establish personnel policies for employees of the City of Sallisaw.
- b. To establish rules and regulations for employee benefit programs, personnel actions, and the city's personnel management programs.
- c. To promote and increase efficiency, thereby improving service to the public.
- d. To provide fair and equal opportunity for qualified persons to enter and progress in the City service based on merit and fitness as ascertained through fair and practical personnel management methods.
- e. To maintain recruiting, advancement and retention practices to enhance the attractiveness of a City career and encourage each employee to give his best effort to the City and the public.
- f. To maintain consistent employee position classifications and compensation plans based on the relative duties and responsibilities of each position in the City service.
- g. To promote high morale among City employees by fostering good working relationships and by providing uniform personnel policies, equal opportunities for advancement and consideration of employee needs and desires.

Section 1.02 Applicability

These rules apply to all appointed City employees, unless exempt hereto. A person on retainer or under contract or agreement whether written or oral, is not subject to these rules in the absence of a specific written agreement to that effect. These rules shall not apply to elected officials, City Manager, City Attorney, Municipal Judge, members of appointed boards and commissions, and volunteer personnel.

Section 1.03 Dissemination

All City employees shall be given a copy of these rules and each department shall keep a copy available for reference by its employees. Each employee shall execute an affidavit of receipt after having an opportunity to read these rules and have any questions answered.

Section 1.04 Amendment

These rules may be amended, supplemented, or superseded at any time deemed appropriate upon the recommendation of the City Manager and approval of the City Commission.

Section 1.05 Division of Responsibility

The City Manager has responsibility for developing, administering, and interpreting personnel policies

and procedures as they apply to all departments and employees. The decisions of the City Manager shall be final and without appeal. The City Manager shall advise in all areas of personnel administration, including employee-management relations, training, career development and employee health, safety and morale.

Each department head and subordinate supervisor is responsible for administering the provisions of these rules and related policies and procedures under supervision of the City Manager on all matters pertinent to his or her department.

Section 1.06 Severability of Parts of Manual

It is hereby declared to be the intention of the Board of Commissioners for the City of Sallisaw that the sections, paragraphs, sentences, clauses and phrases of the Personnel Policies for the Municipal Employee are severable, and if any phrase, clause, sentence, paragraph, or section of this manual shall be declared unconstitutional, illegal or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections of this manual.

Section 1.07 Equal Opportunity Policy

The City of Sallisaw is committed to matching the talent and experience of each particular applicant with each specific job opening, without regard to race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), age, national origin or disability, and to give full consideration to veterans and qualified disabled persons. This policy applies to all aspects of employment, including recruitment, hiring, training, promotion, compensation, benefits, discipline, and termination.

In addition, the City is pledged to eliminate discrimination in the recruitment, hiring, training, and promotion, and to ensure that individuals from all protected classes have equal opportunities for advancement throughout their careers. The City will continue to explore and implement new strategies to strengthen its commitment to equal opportunity.

Section 1.08 Nondiscrimination/ Harassment Policy

The law does not permit, nor will we tolerate harassment of employees by other employees, or by customers or vendors. Likewise, we will not tolerate harassment of a customer or vendor by any employee of the City.

This includes harassment because of race, sex, religious creed, color, national origin, ancestry, disability or medical condition, age, or other basis protected by federal, state, or local law, ordinance or regulation. Such conduct by an employee could result in disciplinary action, up to and including termination of employment.

Supervisors and department heads are responsible for ensuring that our workplace remains harassment-free, and for enforcing this policy. Supervisors and department heads who engage in or tolerate harassment are subject to disciplinary action, up to and including termination of employment. Additionally, supervisors and department heads should be advised that they may be held personally liable by the courts if found negligent in carrying out their duty to prevent and correct workplace harassment.

While it is not easy to define precisely what harassment is, it includes any physical, verbal and visual

conduct that creates an intimidating, offensive, or hostile environment which interferes with work performance. Such conduct constitutes harassment when:

- a. Submission to the conduct is made either an implicit or explicit condition of employment; or,
- b. Submission to or rejection of the conduct is used as a basis for an employment decision; or,
- c. The harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

The following are some examples of conduct that may be considered harassment. This list is provided as a sample of inappropriate workplace conduct, but is by no means all-inclusive.

- ~~(a)~~a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances invitations or comments.
- ~~(b)~~b. Visual conduct such as derogatory and/or racially/sexually oriented cartoons, clothing, drawings, posters, photographs or gestures.
- ~~(c)~~c. Transmitting sexually suggestive, derogatory or offensive materials via company computers (e.g., E-mail, instant messages) or cell phones, or accessing such information on the Internet while at work.
- ~~(d)~~d. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis.
- ~~(e)~~e. Threats and demands to submit to sexual requests as a condition of continued employment or receipt of products/services, or to avoid some other loss, and offers of employment benefits or extra services in return for sexual favors.
- ~~(f)~~f. Retaliation for having reported or threatened to report harassment.

It is every employee's and official's responsibility to ensure that his or her conduct does not include or imply harassment in any form. If, however, harassment or suspected harassment has or is taking place:

- ~~(a)~~a. An employee should report harassment or suspected harassment immediately to the employee's department head. If the department head is the alleged harasser, then the complaint should be reported to the supervisor in the chain of command or to the City Manager's office. This complaint should be made in writing.
- ~~(b)~~b. Anytime an employee has knowledge of harassment he/she will inform the employee's department head or the City Manager in writing.
- ~~(c)~~c. Each complaint will be fully investigated. A determination of the facts and an appropriate response will be made on a case-by-case basis.

The City of Sallisaw will not tolerate harassment or any form of retaliation against an employee who has

either instigated or cooperated in the investigation of alleged harassment. Disciplinary action, if warranted, will be taken against offenders. Such behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and social events with coworkers (whether or not the social event is sponsored by the City). Such conduct by vendors or visitors to the City also will not be tolerated.

Section 1.09 Sexual Harassment

Intent: The express policy of the City of Sallisaw is that sexual harassment of employees by supervisors, co-workers, or any other person over which the City of Sallisaw exercises control, will not be tolerated, and is strictly prohibited.

Policy Violations: It is against the policy of the City of Sallisaw for any employee, or any other person over whom the City of Sallisaw exercises control, male or female, to sexually harass another employee by:

- a. Making unwelcome sexual advances or requests for sexual favors, or other physical conduct of a sexual nature, a condition of an individual's employment, or
- b. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
- c. Creating an intimidating, hostile, or offensive working environment by such conduct.

Reporting violations: Any employee who believes he or she or any other employee has been subjected to sexual harassment shall report the alleged act to his or her immediate supervisor, Department Head, or the City Manager. Supervisors must immediately report any suspected sexual harassment to the City Manager.

Investigation: All reports of sexual harassment will be fully investigated and where it is determined that sexual harassment occurred, disciplinary action will be taken. Every effort will be made to ensure confidentiality to the greatest extent possible.

False Accusations: Given the nature of this type of violation, the City also recognizes that false accusations of sexual harassment can have serious effects on innocent individuals. An employee found to have made false accusations is subject to disciplinary action, up to and including termination. All employees are encouraged to continue to act responsibly to maintain an atmosphere free of sexual harassment.

Compliance Authority: Every management employee is responsible for employment activities under his or her control, and for enforcement of the City's Sexual Harassment Policy.

Section 1.10 Americans with Disabilities Act-ADA

The Americans with Disabilities Act of 1990 ("ADA") protects qualified individuals with disabilities from employment discrimination. The City of Sallisaw is committed to the goals and guidelines of the ADA. The City does not discriminate against individuals with disabilities in regard to any employment practices or terms, conditions and privileges or employment.

To be protected by the ADA, a person must not only be an individual with a disability, but must also be qualified. The City is not required to hire or retain an individual who is not qualified to perform a job. Under the ADA, a "qualified individual with a disability" is an individual who, with or without reasonable accommodation, can perform the essential functions of a job. A "reasonable accommodation" is a change in a job or the work environment that enables a qualified individual with

a disability to perform the essential functions and duties of a position as outlined in the City's job description. If the change in job or the work environment creates an undue hardship (financial, physical or otherwise) for the City, then the accommodation will not be made.

The City of Sallisaw is committed to providing equal employment opportunity to all qualified individuals with a disability. An individual having questions about this policy, or who wants to request an accommodation should contact their immediate supervisor and make a formal, written request for reasonable, appropriate accommodation and submit a copy of the same to the Personnel Department. The City remains dedicated to its nondiscrimination policy, which includes a prohibition on harassment or discrimination based on an individual's disability. Violation of the nondiscrimination policy or the ADA policy, may lead to disciplinary action, up to and including termination.

Section 1.11 Definitions

The following words and terms are defined for the purpose of these regulations.

- **Absenteeism:** Voluntary or involuntary absence from work or the "failure to report on the job when the employer has no reason to expect that the employee will not be available at the specified time".
- **Administrative Leave:** Leave granted by the City Manager as related to an employee's association with the City.
- **Class:** A position or positions which are similar in respect to duties, responsibilities, and authority that they may be designated by the same title and which are equally compensated from the same salary range in similar employment conditions.
- **Chronic Absence:** Habitual absence, whether for a valid or invalid reason. These absences are usually frequent and of short duration.
- **Classification:** The assignment of classes to each position in the service of the City.
- **Cost of Living Adjustment (COLA):** That increase which is granted to employees for each position title as approved by the City Council.
- **Demotion:** Assignment of an employee to a position of a lower class, which has a lower maximum salary range.
- **Department:** A major functioning unit of the municipal government.
- **Department Head:** A person appointed by the City Manager who is responsible for the administration of a department. For the purposes of these rules, the term Department Head shall be synonymous with Director.
- **Discipline:** Action against an employee, taken in response to behavior or conduct by the employee and adjudged by the city manager or his designee to be for the good of the service.
- **Division:** A unit of a department.
- **Division Head:** A person appointed by the City Manager who is responsible for the administration of a division.
- **Employee:** Means any person receiving a salary from the city, whether full-time or part-time, provided it shall not mean any person employed by the city as an independent contractor, a volunteer or an elected official.
- **Exempt Employees:** Those employees identified by the City Manager as being exempt under the

Fair Labor Standards Act from receiving pay for overtime worked.

- **Excused absence:** An absence for a reason recognized as valid by the employer. The employee could not anticipate the need for time off, but he notifies his supervisor as soon as possible by phone or message. The following reasons are generally considered valid:
Personal illness; death in the immediate family; illness in the family (when the employee is needed at home); accidents - on and off the job.
- **Full time employee:** See regular employee.
- **Grievance:** A cause for complaint by an employee over matters of pay, benefits or working conditions.
- **His/Their:** Represents both masculine and feminine.
- **Immediate Family:** That group of persons including the employee's or spouse's parents, foster parents, stepmother, stepfather, sister(s), stepsister(s), brother(s), stepbrother(s), spouse, child(ren), grandparent(s) Aunt(s), Uncle(s) or another relative actually living in the same household.
- **Layoff:** A reduction in the number of positions within any department of the city resulting in the separation of any employee or employees.
- **Leave Without Pay:** A leave without pay granted an employee for a specific purpose and length of time by the City Manager.
- **Medical Examination:** An examination prescribed by the City Manager relating to employment, reemployment and/or continuous employment opportunities with the City of Sallisaw. The examination may be, but not limited to, medical and/or psychological in nature.
- **Non-Exempt Employees:** Employees who are eligible under the Fair Labor Standards Act to receive additional compensation for overtime worked.
- **Position:** A group of current duties and responsibilities assigned or delegated by an appointed authority, requiring the full-time or part-time employment of one person.
- **Probationary Employee:** An employee who has not completed his designated probation period.
- **Promotion:** Assignment of an employee to a position of a higher class, which has a higher maximum salary scale.
- **Regular Employee:** An employee who has received an appointment without a time limit and who has completed their initial probationary period.
- **Separation:** See termination.
- **Service:** Relates only to that period of time a person is employed by the City of Sallisaw.
- **Supervisor:** [See Department Head.](#)
- **Temporary Employee:** An employee who is employed for a specific length of time or for a particular project, with the anticipated date of termination indicated at the time of employment.
- **Termination:** The involuntary separation of an employee from City Service.
- **Transfer:** A change of employee from one position or department to another.
- **Unclassified Service:** All elected officials, persons appointed by Commissioners or those persons who volunteer to serve without pay.

- **Unexcused Absence:** An absence for any reason not considered valid by the City.

CHAPTER 2 METHOD OF FILLING VACANCIES

Section 2.01 Vacancy Identification and Advertising of Openings

Department heads shall notify the City Clerk when vacancies occur or are imminent. All applications for employment must be made through the City Clerk's office.

Depending upon the position to be filled, vacancies may be filled by the following means:

1. Advertising outside the organization;
2. Open to the public
3. Promotion from within the organization as outlined in Section 2.04 and/or
4. Direct appointment by the City Manager as outlined in Section 2.11

Section 2.02 Applications

Applications for initial employment, promotion or any other type of transfer, and reinstatement shall be submitted as prescribed by the City Manager. Only applications officially received in the prescribed manner shall be considered.

All information submitted in connection with applying for positions is subject to verification.

Nothing contained in the employment application or in the granting of an interview shall be intended to create an employment contract between the City and an individual for either employment or for the providing of any benefit.

Section 2.03 Minimum Age Requirement for Employment

A regular or part-time employee must be eighteen (18) years or older at time of hire. A temporary (seasonal) employee must be sixteen (16) years or older at time of hire. A Police Officer, full-time employee of the fire department, and volunteer firefighter must be twenty-one (21) years or older at time of hire.

Section 2.04 Promotion Policy

A promotion is the assignment of an employee from one position to a position having a higher maximum salary based on consideration of submitted applications by qualified employees to include application, resume, last three (3) evaluations.

When approved by the City Manager, the selection process may be initially limited to qualified City employees. Opportunities for promotion across organizational lines shall be maximized. Positions will be filled on the basis of merit, past performance reviews, attitude, skills, and qualifications. When multiple employees apply, interviews of the most qualified candidates will occur.

Section 2.05 Temporary Promotions

The City Manager may authorize a temporary promotion to ensure the proper performance of City functions if a position is vacant or its regular incumbent is absent. Employees so promoted shall be additionally compensated for the duration of their temporary assignments in amounts to be determined by the City Manager, if the temporary assignment is greater than thirty (30) calendar days.

Temporary promotions shall not be used to circumvent normal selection procedures. The employees involved shall not acquire any status or rights in the class to which temporarily promoted except as provided above.

Authorized additional compensation shall be paid only in cases of formal temporary promotion effected in accordance with these rules.

Section 2.06 Transfers

If an employee desires a change in position to another department, he should first discuss the matter with his supervisor, who in turn will consult with his department head and the head of the department to which the employee wishes to change. Transfers must be approved by both department heads. Final arrangements and approval will be made through the City Manager. An employee shall not be eligible for transfer or promotion until he/she has worked for the City at least six (6) months and has successfully completed his/her initial probation.

An employee who transfers by his request to a new position must understand the following agreement on the terms of the transfer:

- a) A 3-month probationary period will be served in the new position. The normal probationary period for the City of Sallisaw shall be 6-months, unless otherwise dictated by collective bargaining agreements.
- b) If the supervisor and/or employee is not satisfied in any way during the 3-month probationary period, the employee may ask for a transfer back to his old position, providing it has not been filled and the respective department heads and City Manager approve the transfer back.
- c) During this probationary period the employee shall continue to receive all benefits he is entitled to under these rules.

Section 2.07 Non-disciplinary Demotions

A demotion is the assignment of an employee from one position to another position having a lower maximum pay.

With the approval of the City Manager, and if qualified to perform the duties of the lower level position, an employee may be administratively demoted at his own request or as an alternative to layoff. Such demotions shall not be considered disciplinary actions or disqualify the employee involved from consideration for later advancement. Demotions effected as alternatives to layoffs may be fully or partially rescinded at any time.

Section 2.08 Screening of Applicants

The City Clerk shall determine the most appropriate means of evaluating applicants against position requirements to identify the best qualified. Character reference checks, interviews, fingerprints, medical examinations, background checks, performance tests, written tests,

previous employment, and/or other screening procedures may be used as appropriate. Conditional job offers may be made pending background checks and/or medical screenings as necessary.

Applicants shall be required to provide any information and undergo any prescribed examinations necessary to demonstrate compliance with qualification requirements for the positions involved.

Section 2.09 Disqualification

An applicant shall be disqualified from consideration if he:

- a) Does not meet the qualifications necessary for performance of the duties of the position involved.
- b) Has made a false statement of material fact on the form or supplements thereto; application
- c) Has committed or attempted to commit a fraudulent act at any stage of the selection process.
- d) Is not a United States Citizen or alien legally authorized to work in the United States.
- e) Some positions have more restrictions based on duties and/or ability to be bonded as stated in the position descriptions.

Section 2.10 Referral and Selection

The City Clerk shall develop standard operating procedures, to be approved by the City Manager, for the referral of applicants to departments for final selection as approved by the City Manager. The procedures shall provide for selecting officials to report the disposition of all referred applicants and the reasons therefore. All referred applicants must be interviewed by the gaining supervisor, if possible.

Section 2.11 Direct Appointments

In rare cases, the City Manager may make non-competitive appointments of current employees to leadership positions. Input and consent will be sought from Department Directors on open Crew Leader positions. All Appointments will be made in the best interest of the City taking into consideration timelines, employee qualifications, and experience within the department. Direct appointments will only be made of current employees. All direct appointees will qualify for the position given the current job description. Any process to consider non-employees will include advertising and be open to the public.

Section 2.12 Immigration Law Compliance

The City of Sallisaw is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as

a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form, if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact their Department Head or the Personnel Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

CHAPTER 3 APPOINTMENT

Section 3.01 Authority

The responsibility for all City hirings, transfers, promotions, and appointments shall rest with the City Manager. However, authority for hirings, promotions, and transfers may be delegated to other management employees of the City, where appropriate, and if in writing from the City Manager. All employees of the City shall be deemed "at will" employees. Internal promotions or transitions from Operator I to Operator II will be made by the Department Directors upon the employee meeting prerequisites and, if appropriate, recommendations from boards.

Section 3.02 Basis

Hirings, transfers, and promotions shall be based on the competence, qualifications and integrity of applicants as ascertained through fair and practical selection methods. Employees must be citizens of the United States, as evidenced by proof of birth or naturalization, or aliens legally authorized to work.

Section 3.03 Type

Appointments shall be designated either regular full-time, temporary full time, regular part-time, or temporary part-time. Only regular full-time employees shall be entitled to receive benefits provided by the City.

Definitions are as follows:

1. A regular full-time employee is a person who is normally scheduled in a job for 30 or more hours per payroll week.
2. A temporary full-time employee is a person who is normally scheduled in a job for 30 or more hours per payroll week for a predetermined length of time. Temporary full-time positions may be filled by utilizing a temporary employment agency.
3. A regular part-time employee is a person who is normally scheduled in a job requiring less than 30 hours per payroll week, but at least 19 hours per payroll week for an indefinite period.
4. A temporary part-time employee is a person who has a seasonal position, regardless of number of hours worked in a work week, or person employed part time for a predetermined length of time.

Section 3.04 Emergency Temporary Appointments

Whenever an emergency exists which requires the services of personnel who are otherwise not available, the City Manager may immediately appoint such personnel without regard to normal recruitment and selection requirements.

Section 3.05 Nepotism

No elected or appointed official or other authority of the City shall appoint or hire any person related to any governing body member, or to himself, within the third degree of affinity or consanguinity.

The spouse (husband or wife) or member of the immediate family at the time of application, within the third degree of affinity or consanguinity of an employee shall not be eligible for employment within the same department.

Section 3.06 Residence

By ordinance the Board of Commissioners may designate which employment positions shall reside within the municipality. (Title 11 OS 22-127).

The job description for certain positions may state a required response time. Applicants must meet the response time requirement prior to first day of employment. If such requirement exists, an employee who wishes to transfer to one of those positions, must meet the response time requirement within 30 days of transfer.

Section 3.07 Medical Examinations and Pre-Employment Drug Screening

Pre-Employment Medical Examinations: A person selected for an initial appointment, reinstatement or promotion may be required to undergo a medical examination. Expense of the medical examination will be borne by the City. However, if any employee terminates his employment by his own choosing within the first year, that expense will be borne by the employee and payable prior to receiving his final paycheck. Employment shall be contingent upon successful completion of the medical examination, if required in relation to the standards of fitness required for the position involved. The City Manager, acting upon information provided by medical personnel, shall be the final authority in determining medical suitability for employment.

Employee Medical Examinations: At any time, based upon knowledge witnessed by or provided to the City Manager, the City Manager may require that a current employee undergo a medical examination to determine fitness for continued employment or for promotion or other personnel action.

Pre-Employment Drug Screening: All newly hired employees shall be required to submit to a pre-employment drug screening.

Section 3.08 Re-Employment

An employee resigning in good standing from the service of the City may be re-employed by complying with all the requirements of a new employee.

CHAPTER 4 PROBATION

Section 4.01 Probationary Period

Every person initially appointed to or promoted within the City service under a regular appointment shall be required to successfully complete a probationary period of six months, unless addressed in a separate Collective Bargaining Agreement (CBA). However, the City Manager may extend this time if circumstances dictate, and an extension is in the best interest of the city.

Section 4.02 Purpose

Supervisors shall use the probationary period to closely observe and evaluate the work and fitness of employees and to encourage adjustments to their job performance and City service. Only those employees who meet acceptable standards during their probationary period shall be retained. Prior to the conclusion of the probation period, the supervisor will complete an employee performance evaluation and recommend whether or not an employee shall be retained. At any time during the probation period, if performance of the employee is not satisfactory, the supervisor may recommend that the employee be dismissed.

Section 4.03 Failure of Probation

An employee shall fail probation when, in the judgment of the department head, and/or City Manager, the employee's fitness, quantity, and/or quality of work is not such as to merit continuation in the position. Failure of probation may occur at any time within the probationary period and shall not be considered part of the disciplinary process.

An initial appointee who fails probation will be separated from the City service. A newly promoted employee who fails probation shall be returned to his former position, if the position is available, and shall be eligible for consideration for later advancement.

Supervisors shall monitor the employee's performance carefully during the probationary period, provide frequent advice and counseling to the employee, and document any disciplinary actions.

Section 4.04 Appeal of Failure of Probation

An employee failing probation shall have no right of administrative appeal.

CHAPTER 5 PERFORMANCE EVALUATION

Section 5.01 Performance Evaluation Report

The performance of each employee shall be evaluated in accordance with procedures developed by the City Manager. Each employee will receive feedback periodically during each year of

employment. Supplemental evaluations may be made if authorized by the department head and/or the City Manager. Probationary employees shall be evaluated at the midpoint of their probationary period and again immediately prior to the completion thereof. Thereafter, all employees will be evaluated annually. The employee's performance report shall be made a permanent part of the employee's record. Whenever the overall evaluation of an employee's performance is rated as below standard, additional reports and/or disciplinary actions up to termination may be necessary.

Section 5.02 Purpose

Employee performance evaluations are a measure of how well work is being performed and to provide a tool for management decisions regarding merit increase, training, assignment, promotion, and retention of employees. Merit increases, as provided for in the city's pay plan, are based upon performance. A minimum score on the Employee Performance Evaluation is required.

Section 5.03 Counseling

Employees shall be provided with copies of their performance evaluation reports. Evaluators shall individually discuss the reports with the employees and shall counsel them regarding their careers and any performance issues.

Section 5.04 Reconsideration

Employees dissatisfied with their performance evaluations may appeal through their supervisor, Director and/or to the City Manager.

CHAPTER 6 COMPENSATION

Section 6.01 Basis

The City Manager shall prepare and administer a compensation plan for City employees. Said compensation plan and related position classifications are on file in the City Clerk's office. Employees shall be paid salaries or wages in accordance with the compensation plan. In positioning salaries on schedules, consideration shall be given to prevailing rates of pay among public and private employers; the duties, responsibilities, and qualifications required of employees in these classifications; and other relevant factors.

Section 6.02 Salary Administration Policy

The City Manager shall prepare an Administrative Policy, which will provide specific guidelines and procedures for salary administration.

Section 6.03 Administration of Salaries

Salaries shall be administered in accordance with the following basic rules and any Administrative Policy related to the administration of salaries and benefits approved by the Board of City Commissioners.

- a) Normally a new employee will be placed in the entry level of his pay grade upon hire. However, if justified, the City Manager may establish the initial salary at a higher level in the designated pay grade for the position as allowed by the Administrative Policy.
- b) A newly promoted employee shall be compensated in accordance with the salary administration policy.
- c) Subject to funding, merit increases may be granted upon recommendation of the department head and approval by the City Manager. These increases are granted based upon merit and job performance. Amount of increase will be commensurate with the performance of the employee and the established pay scale, and will be determined by the City Manager.
- d) Longevity Pay; Longevity Pay shall be paid upon the availability of funds approved by the Board of City Commissioners, and in accordance with the Administrative Policy adopted by the Board of City Commissioners.
- e) Any employee whose position is downgraded by reclassification or changes in the labor market, through no fault of the employee, may continue to receive his/her former salary until a new salary range surpasses the employee's current salary or the employee's position changes.
- f) An employee voluntarily or involuntarily demoted for any reason shall be compensated as administratively determined by the City Manager.
- g) An employee reinstated pursuant to the provisions of these rules shall be compensated as administratively determined by the City Manager.

Section 6.04 Frequency of Pay and Direct Deposit

Employees are paid every other Friday of each month unless normal payday falls on a holiday. Direct deposit of an employee's pay shall be mandatory for all full-time, part-time, and seasonal employees. Pay advances are not granted.

Section 6.05 Overtime

Overtime work must be pre-approved by the employee's supervisor. Overtime opportunities shall be allocated as evenly as possible among all classified employees qualified to do the work. Employees who are eligible for overtime shall be compensated at a rate of one and one-half times their normal hourly rate for all hours worked in excess of forty (40) hours per week, or as prescribed by an approved Collective Bargaining Agreement. If a non-exempt employee works overtime, he must be paid overtime pay unless he requests time off in lieu of payment. If approved by the supervisor, time off, for actual hours worked, must be taken off within the designated time period in which overtime is calculated for the employee. Department Heads shall consult the City Clerk's office prior to final approval of time off in lieu of payment. If an employee is on approved leave, such leave shall be considered as time

worked in computing overtime pay.

Section 6.06 Standby Requirements

The City of Sallisaw expects all employees to respond to emergency situations and outages as needed when called upon. In addition, employees of certain departments are subject to being scheduled on a routine standby basis for emergency call out after normal operating hours. This standby duty is to be rotated among qualified employees and they shall be compensated for this responsibility per the master pay scale. The department directors shall schedule employees for standby duty as needed. Employees designated as standby, shall respond to calls outside normal work hours within a reasonable time.

Section 6.07 Employees Exempted from Overtime and/or Standby Pay

Certain municipal positions are exempt from overtime and standby compensation, as identified in position classifications and job descriptions.

Section 6.08 Health Insurance

The City of Sallisaw pays the entire cost of health insurance for the regular full-time employee and seventy-five (75) percent for his family. Also included in this insurance is a life insurance policy for the employee and eligible dependents. Adjustments to this benefit may be made at any time by the Board of City Commissioners.

Specific provisions of these health and life insurance plans are available in the City's summary plan description booklets. Copies of these booklets, and other related documents, can be obtained from the City Clerk.

Section 6.09 Retirement

The City has adopted mandatory retirement programs for regular full-time employees. Public Safety Employees (policemen and firemen) contribute to their respective state-controlled retirement systems. All other personnel contribute to the municipal retirement system. Specific provisions of the retirement programs offered by the City are available in the City's summary plan description booklets, and copies of these booklets and other related documents can be obtained from the City Clerk.

Eligible employees may resign for the purpose of retirement in accordance with the applicable programs of the respective systems.

CHAPTER 7 HOURS OF WORK, HOLIDAYS AND ABSENCE

Section 7.01 Hours of Work

The normal hours of work for all general employees of the City of Sallisaw shall be the standard five-day, forty-hour week, unless otherwise approved by the City Manager. Normal hours of work for police officers shall be in accordance with the current C.B.A.

Normal hours of work, including a one-hour meal break, shall be from 7:00 am to 4:00 pm. or from 8:00 a.m. to 5:00 p.m., dependent upon the department in which an employee works. Hours of work may be adjusted, or changed, at the discretion of the City Manager. Standards for hours of work and for assigned days of the week for shift workers in the selected departments shall be established by the heads of those departments to provide twenty-four (24) hour manning in rotating shifts and approved by the City Manager.

Section 7.02 Meal Periods

Lunch/mid-shift break periods may be established for one (1) hour. The City Manager may establish other lunch hour periods, if in the best interest of the city. In certain cases, because of the character of the work, it may be necessary for an employee to eat lunch at the work site. If work is performed during part of the lunch period, the time worked shall be added to the hours of work to fix the length of the workday.

Section 7.03 Work Schedules

Department Heads shall establish work schedules, with the approval of the City Manager, which meet the operational needs of the department in the most cost effective manner possible. If work schedules are changed, such schedules shall be posted in advance of rotation so that the employees concerned are fully informed. A regular employee who is excused from work for the day or any part of the day when the work program is interrupted (e.g. because of weather) shall be considered to have worked the number of hours included in the regular daily schedule. An employee who is unable to report for duty due to inclement weather will be allowed to utilize accrued vacation time, if eligible. Should the employee not have sufficient vacation leave, the absence will be charged to excused leave without pay. A temporary employee who is called to work and not assigned because of an interruption or change in the work program shall be considered to have worked two (2) hours on that day.

The City Manager may designate "split" work schedules if in the City's best interests.

Section 7.04 Holidays

The following are recognized official holidays for the City of Sallisaw. Eligible employees will be granted time off with pay as provided herewith.

New Year's Day	January 1st
Martin Luther King Jr Day	Third Monday in January
Presidents Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day and Day After	Fourth Thursday and following Friday of November

Christmas Day	December 25th
Employee's Birthday	A day of his choice during the month of Birthday (Must have completed initial probation)
Floating Holiday	A day provided upon approval of the City Manager during the month of December.

1. When a holiday falls on a Saturday. Friday will be observed. When a holiday falls on a Sunday. Monday will be observed.
2. All employees will be paid one day's pay for each official holiday. To be eligible for holiday pay, the employee must work the scheduled workday preceding and following the holiday, unless absence has been pre-approved or excused.
3. Employees scheduled to work on a holiday, who fail to work as scheduled, will not be eligible for holiday pay for that holiday for which they failed to work.
4. A pay rate of one and one-half (1 1/2) times the employee's regular rate will be paid for hours worked on the above designated holidays, or the day the City observes such holidays.

Section 7.05 Vacation

1. Employees who have completed their initial probation period accrue vacation by the hour each pay period.
2. Upon successful completion of initial probation period, an employee will be awarded the appropriate amount of vacation time dependent upon the length of their probation period. An employee must have successfully completed their initial probation period before being eligible to use vacation time.
3. Vacation accrual rates are as follows:

Cumulative Years of Service	Hours Per Pay Period	Vacation Days Per Year	Total Carryover
6 months to 5 years	3.076	or 10 days	320 hours
6-15 years	4.615	or 15 days	480 hours
16+ years	6.153	or 20 days	600 hours

4. Upon leaving city employment, employee will be paid for unused vacation leave.
5. Should an employee terminate with a negative balance of accrued vacation, the amount of unearned vacation the employee already used shall be withheld from the employee's final check.
6. If an employee is on vacation and a holiday should occur, the holiday will not be charged to the employee as a vacation day.
7. Should an employee become ill while on vacation, he or she may request the period of illness or disability be considered sick leave instead of vacation. The City will consider

the change; however, the employee must provide appropriate documentation of illness or disability.

8. Vacation leave shall be arranged with department heads. Should there be a conflict between employees as to the time of vacations; preference will be given to the employee with the longest tenure with the City. Vacation leave shall be granted each calendar year, unless the department head, with the approval of the City Manager, defers an employee's vacation because of unusual work requirements. An employee's vacation shall not be deferred to the extent that he will lose any vacation leave credits.
9. Each employee is expected to take a vacation each year and will not be paid in lieu of vacation. Employees shall not be allowed to maintain a balance of greater than the allowable time per their years in service. Once an employee exceeds this amount the Department Head will schedule vacation for the employee so that the balance is below the allowable accrual amount. This should be done timely and in a manner to minimize work disruption.
10. Vacation leave shall not be granted in advance of accrual.
11. When an employee transfers from one department to another within the service, his vacation leave credits shall be transferred to the new department.

Section 7.06 Sick Leave

1. Sick leave may be used when an employee, or a member of the immediate family, is incapacitated by sickness, or injury for medical, dental or optical examination or treatment. Sick leave may also be used for examinations for military service or examinations for disability payments; for necessary care and attendance during sickness, when an employee is exposed to a contagious disease and his attendance at work may jeopardize the health of others.
2. Each regular full-time employee shall accrue sick leave at the rate of 4.615 working hours per pay period of service, and any such accrued but unused portion shall be unlimited. When an employee transfers from one department to another, his sick leave credits shall be transferred.
3. Leave with full pay granted for illness shall be limited to amount of sick time accrued. Sick leave shall not be granted in advance of accrual.
4. Reporting of Sick Leave: If an employee is absent for reasons that make the employee eligible for sick leave, the employee or a member of the employee's household shall notify the appropriate supervisor within two (2) hours of the usual reporting time. If the employee fails to notify the appropriate supervisor, normally no sick leave shall be approved, except in unusual circumstances as determined by the applicable Department Director. In the instance of an employee's absence not qualifying for sick leave because of the employee not notifying the appropriate supervisor, the absence will be classified as "leave without pay" (LWOP).
5. Employees who are suspected of abusing sick leave privileges may be placed on physical status by the City Manager. Employees in physical report status must submit to their supervisor a doctor's statement of fitness for duty upon returning to work after being absent from work for illness. Failure to submit the required statement will prohibit the

employee from returning to work and result in the employee being placed in an LWOP status.

6. All department heads shall counsel, discuss and instruct their employees periodically to ensure that sick leave benefits are not abused. Abuse of sick leave benefits is reason for dismissal.
7. Department heads are responsible for reporting sick leave on the employee's timecard.
8. If an employee is on sick leave status beyond 60 calendar days, no vacation and/or sick leave credits will be earned. Commencing the 61st day of the leave, such credits will cease until the employee returns to regular full-time service.
9. If an employee is absent on sick leave for three (3) or more consecutive workdays because of illness, the employee shall be required to furnish a statement for return to duty from an attending physician.
10. Upon resignation for the purpose of Normal Retirement, in accordance with the appropriate retirement fund, an employee will be paid for unused sick leave hours if they have balance of 1,000 hours or more at the time of retirement. A balance under 1,000 hours will not be paid out. Total payment shall not exceed 2,500 hours. Payment to be based on the following:

First 1,000 hours	\$2,750.00
Each hour in excess of 1,000, not to exceed	\$7.00 per hour

Section 7.07 Military Leave

The provisions related to military training leave are as follows:

State statutes govern the granting of military leave to employees of municipalities when called to annual service in either the National Guard or the organized military reserve (Okla. Stat. Title 44, §209 (1973) and Okla. Stat. Title 72, §48 (1973)). State Statutes require full payment for the first ~~20~~-30 days. If weekend drills are granted as "time off", these days should be deducted from the total ~~20~~-30 days granted annually.

Employees requiring the use of authorized military leave of absence shall furnish their department head and the Administrative Services Director copies of military orders or other appropriate certification to document the necessity for leave.

Section 7.08 Emergency Leave

1. In case of sudden and/or serious illness or injury to the spouse, child(ren), parent(s) or the parent(s) of the spouse of an employee, which requires the employee's personal attention and care, or a serious/ catastrophic event which requires the employees attention, the employee is eligible for absence with pay for a period not exceeding three (3) working days. All paid emergency leave is to be approved by the City Manager. The employee, or their department head, shall, as soon as possible, notify the City Clerk's Office of the need for emergency leave.
2. Emergency leave is limited to a total of three (3) working days per calendar year.

Section 7.09 Bereavement Leave

In the event of a death in the immediate family, as defined, of an employee, up to five (5) working days per calendar year with pay is authorized.

Section 7.10 Administrative Absence, With Pay

An employee shall be granted administrative absence with pay, when necessary, to vote in an official election, to participate in meetings, institutes, examinations, or other activities directly related to his work and as approved by the City Manager.

With the approval of the City Manager, an employee may be granted administrative absence with pay for the purposes of attending a professional conference, convention, training activity, legislative proceeding, civic function or meeting, or for the purpose of coordinating with governmental and private agencies and entities in the interest of the City.

All overnight trips for meetings, conventions, or other official city business must be approved in advance by the City Manager through normal travel approval procedures.

Section 7.11 Leave of Absence Without Pay

1. Leave Requests –Leave of Absence without pay may be granted to regular full-time and part-time employees. Each leave request will be considered by the City for approval or disapproval on its individual merits. Requests must meet the requirements of this policy, as well as other Administrative Policies adopted.
 - a. The employee's prior work record, documentation of the necessity for such an absence, and the needs of the City will be factors in this consideration.
 - b. Probationary employees are not eligible for leaves of absence.
2. Authority to Grant Leaves of Absence –all requests for Leave of Absence shall state reason, a beginning date and date of return and shall be submitted to the City Manager through the applicable Department Director.
3. Effect on Pay
 - a. Scheduled wage adjustments will not be granted during the leave of absence period. Any wage adjustment due the employee will be granted upon their return from leave and become effective upon their return date, no back pay will be given.
 - b. Employee evaluation reviews scheduled during a leave of absence period will be rescheduled until the employee's return. Wage increases, if applicable, will be awarded after the evaluation is completed.
4. Effect on Benefits
 - a. The employee's group insurance and contributory benefit plan participation may be continued during the leave of absence period if the required contributions are paid.
 - b. Holiday pay is suspended until the employee returns to work.
 - c. Accrued vacation and sick leave time should be utilized before leave of absence time is

granted. If a leave of absence extends from one calendar year to the next, an employee must return to regular full-time work for at least five (5) consecutive workdays to be eligible for vacation in the calendar year during which the leave ended.

5. Effect on Employment

- a. Temporary employees may be hired to perform the work of the employee on leave.
 - b. An employee on a leave of absence of three months or less will be reinstated to his or her original job, or to a position of like status and pay, unless business necessities, such as force reductions or operation changes dictate the contrary. Determinations of business necessity will be made by the City Manager on a case-by-case basis.
 - c. An employee on authorized absence from the City will be subject to dismissal if:
 - (1) He or she fails to provide accurate or sufficient information as requested by the City regarding the need for continuance of leave, or
 - (2) The employee seeks or accepts other employment while on leave.
 - d. The employee is to immediately contact his supervisor prior to or at the end of the agreed upon period of leave of absence. If no contact is made, the employee will automatically be dismissed. Supervisors should emphasize this point when discussing leave of absence situations with employees.
6. An employee failing to report for duty or remain at work as normally scheduled without proper notification, authorization, or excuse shall be considered absent and on leave without pay for the time involved.

Section 7.12 On-Duty Injuries

An employee injured while in the performance of assigned duties shall immediately report the injury to the appropriate supervisor and receive first aid or be taken to a doctor or a hospital.

When an employee is injured due to an on-duty accident, the employee will be placed on worker's compensation leave, if warranted. Eligibility for any weekly pay benefits are regulated by Oklahoma State statutes and are subject to change. Following the waiting period required by law, the employee may choose to receive TTD (Temporary Total Disability) payments at the percentages allowed by law, or charge time off for on-the-job injuries to accrued sick leave; in which case he will draw full salary up to his total accrued sick leave. If an employee chooses to receive full salary and utilize their accrued sick leave, any TTD received will be divided by the employee's rate of pay; that amount of sick leave will be reimbursed to the employee. At such time as the employee exhausts all accrued sick leave, he will draw TTD payments only. An employee who is on TTD only, shall be responsible for their portion of any monthly insurance premiums due the City.

This leave is not allowed any employee if the injuries are due to his own misconduct on off-time activities or from injuries related to secondary employment.

Section 7.13 Court Leave

The provisions related to court leave shall be as follows:

- a) An employee who is required to serve as a witness in a federal, state or other court or as a litigant in a case resulting directly from the fulfillment of his duties as an employee shall be granted court leave with full pay to serve in that capacity. When the employee is testifying in other litigation to which he is a party, he shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service.
- b) Procedure: An employee, who is called as a witness, shall present to the appropriate supervisor the original summons or subpoena from the court. At the conclusion of such testimony, a signed statement from the Clerk of the Court, or other evidence showing the actual time in attendance at court shall be provided to the City Clerk's office.
- c) Fees: Fees received in a federal, state or other court shall be in addition to and irrespective of, an employee's regular salary. No employee shall receive witness fees paid from City funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary. Department heads shall be responsible for seeing that such absence is reported on the employee's time card.

Section 7.14 Jury Duty

All employees shall be granted leave of absence from regular duties when called for jury duty in a federal, state or other court. The length of such authorized absence shall be equal to the time required for jury service. Proof shall be furnished to the department head.

Employees on authorized leave for jury service shall be continued on the City payroll at full salary. However; any payment from the court, other than for meals and travel expenses, must be remitted to the City.

Department heads shall be responsible for seeing that such absence is reported on the employee's time card.

Section 7.15 Breaks

Breaks are a privilege that may be taken if working conditions allow. Breaks are not a benefit of employment. Breaks should be arranged so as not to interfere with City business or daily operations. If working conditions allow, employees will take one 15-minute break in the morning and one 15-minute break in the afternoon. If an employee or department misuses the breaks, the City Manager and/or Department Director may discontinue the privilege indefinitely for the department or a particular employee.

Section 7.16 General Provisions

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and shall be subject to disciplinary action, which may include dismissal.

For all leaves except sick leave, a written request on the Authorized Leave Form indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking

of the leave. In case of illness, the form shall be completed and submitted for approval immediately upon the employee's return to duty. When an employee utilizes leave for a scheduled doctor, dental, or optical visit, the leave form shall be submitted as soon as possible so that the department head is aware of the date and duration the employee will be away from the job site. Unless a Leave Form, approved by the supervisor and the City Manager, substantiates an absence, the employee shall not be paid for any absence from scheduled work hours.

CHAPTER 8 CONDUCT

Section 8.01 Attendance

Employees shall be at their places of work in accordance with City and departmental policies and regulations. Department heads shall establish work schedules and maintain daily employee attendance records.

Section 8.02 Work Standards

It shall be the duty of each employee to maintain high standards of cooperation, efficiency and economy in his work for the City. Department heads shall organize and direct the work of their departments to achieve these objectives.

If the work habits, attitude, production, appearance and/or personal conduct of an employee fall below appropriate standards, supervisors will point out the deficiencies at the time they are observed. Counseling of the employee in sufficient time for improvement should ordinarily precede formal disciplinary action, but nothing herein shall prevent immediate formal action, as provided elsewhere in these rules, whenever the interest of the City requires.

Section 8.03 Political Activity

Except as may be otherwise provided by law, the following restrictions on political activity shall apply to City employees:

- a) City employees shall not use their official positions to act for or against any candidate for public office in any jurisdiction.
- b) City employees shall not use working hours or City property to solicit or receive any subscription, contributions, or political service, or to circulate any petition or campaign literature on behalf of any candidate for public office.
- c) City employees shall not engage in any political activity, with or without remuneration that would constitute a conflict of interest with their City employment.
- d) Employees should recognize that political expression at work can interfere with not only the work of the employee engaged in the activity, but can also adversely affect other employees who hold differing points of view. Moreover, other employees may feel badgered or harassed by ardent advocates of one candidate or another.

Section 8.04 Solicitation

Solicitation of funds or anything of value for any purpose whatsoever shall not be permitted of or by City employees on duty. No employee may be required to make any contribution nor may an employee be penalized in any way in connection with his employment according to his response to a solicitation.

Section 8.05 Running for Public Office

In the event an employee should desire to run for a full-time, paid political office, he may be granted a special leave subject to the following conditions:

An employee may remain an employee of the City until the last official filing date, provided no campaigning begins prior to this date. If the employee desires to start his campaign prior to this date, the employee should seek special leave at that time. If the employee is elected to office, then employment with the City will terminate at the time the election is certified. However, if the employee is not elected, he may return to his position with the City after the day of the election, if it is still vacant. *(Note: Special Leave/ Leaves of Absence Without Pay in this case does not guarantee the employee that the City will hold the position.)*

If an employee files for a full-time paid political office, and has no opponent, the employee may remain employed with the city until the day after the official election. The employee will not be required to take leave since no campaign would be required.

Oklahoma statutes address employees who wish to serve on a governing body of their employer. Title 11, Section 8-106 states that a member of the governing body shall not receive compensation for service in any municipal office or position other than his elected office.

Section 8.06 Physical Fitness

The City encourages and supports employee participation in physical activity as part of a comprehensive approach to workplace wellness. In alignment with the Oklahoma Tobacco Settlement Endowment Trust (TSET) Healthy Living Program, the City promotes a culture of health by providing opportunities for physical fitness through flexible break times for activity for sedentary positions, access to community fitness facilities where feasible, and participation in wellness initiatives. Employees are encouraged to incorporate regular physical activity into their daily routines to improve overall well-being, reduce health risks, and enhance productivity. It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing their respective duties. Employees must be able to physically and safely perform the activities required of their position with reasonable accommodation, if necessary.

If an employee's physical or mental condition prevents them from safely or effectively performing the essential duties of their position, even with reasonable accommodation, the City may require a fitness-for-duty evaluation by a licensed medical provider. If the provider determines the employee cannot perform their job, the City will engage in an interactive process to identify possible accommodations or reassignment. If no reasonable option is available, the employee may be medically retired, reassigned, or separated from employment in accordance with applicable laws

and City policy.

Section 8.07 Personal Appearance

Employees are expected to maintain a professional appearance that reflects positively on the City and is appropriate to their work setting and responsibilities. Clothing, grooming, and hygiene must be clean, neat, and suitable for the duties performed, with consideration for safety, functionality, and interaction with the public. Uniforms or safety attire may be required for certain positions and must be worn as specified by department policy.

Section 8.08 Financial Responsibility

City employees are expected to maintain personal financial responsibility. If an employee encounters personal financial trouble, the employee is encouraged to seek counseling, which may include a discussion with the appropriate supervisor or department head. If an employee's pay is garnished for any reason other than court ordered child support, such employee will be charged an Administrative Fee not to exceed the maximum allowed by law. Any administration fee will be withheld from employee's pay check.

Employees whose pay is garnished in excess of two times within a 12-month period for separate indebtedness may be subject to disciplinary action, up to and including dismissal. City employees shall pay just debts to the city. Failure to do so may result in disciplinary action up to and including termination.

Section 8.09 Uniformed Personnel

City personnel who wear some type of uniform directly associated with the City are not allowed to patronize a liquor store while in that uniform, unless it is directly associated with their City duties and responsibilities.

City personnel who are issued some type of uniform are not to wear that uniform or a part thereof unless they are officially "on duty."

Section 8.10 Identification Cards

Certain municipal employees are issued a "City identification" card. The ID card is given to the employee for the purpose of personal identification and to illustrate his relationship with the City. Misuse of the card, such as for personal gain or fraudulent purposes will cause the employee to be subject to disciplinary measures up to and including dismissal. If the employee's ID card is lost, it should be reported immediately to his or her supervisor. Failure to do so will subject the employee to disciplinary action. The ID card is the property of the City and must be surrendered immediately upon termination of employment.

Section 8.11 Release of City Information to News Media

No City employee is to make any type of official statement or news release to any form of the news media concerning City operations, business matters, etc. Normally, any such release will be made from the City Manager's office. When a Director desires to release a news item, proper and prior authorization should be obtained to ensure continuity of messaging.

Section 8.12 Acceptance of Gifts

No city employee shall accept monetary gifts from the public, in connection with their job duties, while employed with the City of Sallisaw.

Section 8.13 City Owned Equipment and Employment Termination

Any employee leaving the employment of the city and who has City-owned equipment or property must return all items to the appropriate department before his final paycheck is released. Failure to do so will result in deducting the value of these items from the final check. If the amount exceeds the value of the final check, the employee will be charged for items not returned.

Section 8.14 Prohibition Against Workplace Violence

The City is committed to maintaining a safe and secure environment for all employees, elected officials, contractors, and the public. Workplace violence, including threats, intimidation, physical altercations, or harassment of any kind, will not be tolerated. This policy applies to all employees, whether on municipal property, at off-site work functions, or when representing the City in any capacity.

Employees must report any acts or threats of violence to their supervisor, Director, or the City Manager. In cases of immediate danger, law enforcement should be contacted without delay. All reports will be taken seriously, investigated promptly, and handled with appropriate confidentiality. Retaliation against individuals who report workplace violence or cooperate in an investigation is strictly prohibited.

Confirmed violations of this policy may result in disciplinary action, up to and including termination. The City may provide periodic training and take reasonable steps to prevent workplace violence. Creating and maintaining a respectful workplace is the responsibility of every employee and supervisor.

CHAPTER 9 EMPLOYEE TRANSPORTATION AND SAFETY

Section 9.01 Use of City Owned Vehicles

A City owned vehicle is to be used for official business only!! No one, except employees of City of Sallisaw, shall ride in city owned vehicles unless authorized by the City Manager. Naturally, an exception is police vehicles that are used for transporting individuals who are not employed by the City, as related to law enforcement. No City owned vehicle shall be taken beyond the City limits, unless so authorized or instructed by the City Manager or Department Director. Employees authorized to retain vehicles overnight shall not use such vehicles for private purposes, other than de minimis. Before employees are permitted to drive a City vehicle, they must have a current Oklahoma operator's license. Equipment operators must have an active and valid license appropriate for the operation of the equipment. Supervisors shall annually check driver's licenses to ensure that they are current and valid.

All vehicle and equipment operators are responsible for the condition of the vehicle in terms of cleanliness and general condition upon the end of their shift, trip or appropriate period of use. If maintenance is required, the condition will be reported to the appropriate Director and corrected.

All employees are required to operate City-owned vehicles/equipment in a safe and prudent manner in compliance with all laws. Improper and/or unsafe operation of vehicles/equipment is justification for disciplinary action up to and including termination. In addition, all employees who have operating vehicles/equipment as a responsibility for their position and classification must have and maintain an acceptable personal driving record. Not being able to obtain insurance, or exclusion of an employee by the City's insurance carrier is justification for transfer, demotion and/or dismissal.

Section 9.02 Responsibility of Drivers

The responsibility of an employee as a driver of a City owned vehicle is the same as driving his own vehicle. Correct operation and safety of the vehicle is the main objective. When using a City vehicle, the employee is charged with the responsibility of informing his Director of the intended use. As a driver, it is the employee's responsibility to check the oil, water, brakes, gas, lights, etc., on the vehicle before using it. If the vehicle can't be operated safely and appropriately, it is the employee's responsibility to notify the appropriate immediate supervisor. The Department Director is then responsible for having the condition corrected. While driving a City owned vehicle, the employee is subject to all traffic laws.

Employees operating City vehicles are expected to fully observe all motor vehicle and traffic laws. City employees who fail to do so will be subject to corrective and/or punitive action, up to termination.

An employee charged with violation of state or local traffic laws shall be responsible for his legal defense and shall be responsible for payment of any fines and/or judgments.

Section 9.03 Use of Private Vehicles

If employees are required to use their car in the performance of their official City duties for the municipality, they will be paid for the use of their car on official City business at the rate per mile as established by the I.R.S. for income tax purposes.

Section 9.04 Accident Involving City Owned Vehicles

If while operating a City-owned vehicle an employee is involved in an accident that results in personal injury or property damage, he is required to do the following:

- a) Notify the responsible police department immediately.
- b) Insist that all parties and property concerned remain at the scene of the accident until police officers can investigate.
- c) Report the accident, no matter how minor, to his or her department head.
- d) Discuss the accident only with the investigating officer and appropriate City personnel.
- e) Supervisors are required to submit an Incident Report to the Administrative Services Department for any accidents or incidents which cause damage to city- owned or private property and/or injury to any persons.

Section 9.05 General Safety

Safety is important to the City and its employees. Accidents are expensive because of work hours lost, equipment damage, and most important, personal injury. For the employee's protection, he is expected to observe all safety rules and precautions.

CHAPTER 10 DISCIPLINE, APPEALS AND GRIEVANCES

Section 10.01 Grounds for Disciplinary Action

The City Manager or designee thereof may take disciplinary action against an employee for just cause. Just cause shall be related to the deficiency involved and shall include, but not be limited to illegal, unethical, abusive or unsafe acts; violation of City rules, regulations, policies or procedures; insubordination; inefficiency; neglect or abandonment of duties; prohibited political activity or solicitation; abuse of participation in illness, injury, disability or other leave benefits; tardiness or absence without approval; falsification of official documents or records; using or being under the influence of drugs or intoxicating beverages while on duty; waste, damage or unauthorized use of City property or supplies; unauthorized use or disclosure of official information; and unauthorized or improper use of official authority.

Section 10.02 Types of Disciplinary Action

Formal disciplinary action taken shall be commensurate with the nature and severity of the deficiency or infraction involved as well as the employee's prior performance and disciplinary record. Formal disciplinary action may include written reprimand, suspension (with or without pay), reduction in pay, demotion and termination. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the exact circumstances. An employee may be formally advised at any time that he may be dismissed or otherwise disciplined for further unsatisfactory performance and/or conduct.

Nothing in this policy prohibits the use of informal disciplinary measures, such as verbal warnings, coaching, or counseling, when deemed appropriate. Informal actions may be documented at the supervisor's discretion but do not constitute formal discipline.

Section 10.03 Written Reprimand

The City Manager, Department Director, or supervisor may issue a written reprimand. The written reprimand shall describe the deficiency or infraction involved, the specific action plan to be undertaken to correct the deficiency, and a statement indicating the employee is subject to further disciplinary measures in the event the deficiency is not corrected, or the infraction occurs again. A copy of the reprimand shall be kept in the employee's official personnel file. After 24 months, and correction of behavior that led to the reprimand, an employee may request removal of the reprimand through their Department Director to the City Manager. Removal will be at the discretion of the City Manager.

Section 10.04 Suspension

A Department Director may suspend an employee without pay for up to one (1) day. All suspensions in excess of one (1) day must be approved by the City Manager. The Director recommending the action will ensure a signed written notice of suspension is given to the employee which describes the deficiency or infraction involved, the terms of the suspension, the specific action plan to be undertaken to correct the deficiency or infraction involved, and a statement indicating the employee is subject to further disciplinary measures in the event the deficiency is not corrected, or the infraction occurs again.

When an employee is under investigation for a crime, or official misconduct, or is awaiting hearing or trial in a criminal matter, he may be suspended with or without pay for the duration of the proceedings when such suspension would be in the best interests of the City and the public. If the investigation or proceedings clear the employee, he shall be eligible for reinstatement under such terms and conditions as may be specified by the City Manager.

Section 10.05 Demotion

An employee may be demoted by the City Manager. A written notice of demotion must be given to the employee, which describes the deficiency or infraction involved and a statement indicating the employee is subject to further disciplinary measures in the event the deficiency is not corrected, or the infraction occurs again. The demotion shall be permanently noted in the employee's official personnel file, but the employee shall not be disqualified from consideration for later advancement.

Section 10.06 Termination

The City Manager may terminate or approve the recommendation of termination of an employee's employment in the city service. A notice of dismissal must be given to the employee, which describes the deficiency or infraction involved. Cause for dismissal shall include acts involving unsatisfactory or unsafe performance, acts or conduct that conflict with the public interest, or criminal activity.

A. Acts involving unsatisfactory performance include, but are not limited to the following:

1. Failure to perform the duties of the position because of inability to learn/ acquire required knowledge, skills or abilities.
2. In supervisory positions, inability to plan, organize and direct the work of subordinates.
3. In positions requiring initiative and independent judgment, inability to perform except under excessive supervision.
4. Failure to perform the duties of the position because of physical, emotional or mental incapacity.
5. Habitual tardiness.
6. Failure to report for work within two (2) hours of the regular reporting time. This will normally be considered "failure to report" and that the employee has resigned.
7. Unauthorized absence from duty.

8. Abuse of sick leave.
9. Habitual failure to maintain a satisfactory working relationship with other employees or the public.
10. Failure to observe departmental regulations.
11. Failure or inability to meet established standards of performance, including either qualitative or quantitative standards.
12. Failure to observe safety regulations.
13. Insubordination; refusal or habitual failure to comply with the proper direction of an authorized supervisor; refusal to do assigned work which the employee can do.
14. Acts or conduct that are detrimental to the good of the service.
15. Any acts of workplace violence.

B. Acts or conduct that conflict with the public interest include, but are not limited to the following:

1. Theft, of City property or city funds; theft from other employees or citizens.
2. Destruction or gross neglect of city property or equipment
3. Being under the influence of alcohol or illegal or misused substances or inappropriate conduct while on duty.
4. Deliberate discourtesy to the public.
5. Acceptance of a gift or other valuable consideration that is given to the employee with the intent of influencing the employee in the performance of his or her official duties.
6. Use of official position or authority for personal profit or advantage.
7. Betraying confidential information from privileged official records or officials.
8. Falsification of records, including falsification of application papers for employment in the service, or injury reports.
9. Conviction of a felony or of a misdemeanor involving moral turpitude.
10. Any other offense against the public interest.
11. Dishonesty or a general lack of integrity.
12. Violation and/or conviction of criminal laws of the United States or any state.
13. Violation of any provisions of the Sallisaw Charter, City ordinances or this manual.

Section 10.07 Criteria for Determination of Unsatisfactory Performance

In determining whether a specific act or offense by an employee is of such degree of seriousness as to warrant dismissal, an appointing authority shall be guided by the nature and extent of an action or inaction as it relates to the performance of the functions of the City and damage to the public interest.

Section 10.08 Dismissal Procedures

The procedure for dismissal shall be as follows:

- (a) **Employees dismissed during probation:** During the probationary period, a finding by the City Manager that a dismissal is the appropriate disciplinary measure shall be final. The employee shall be given notice of dismissal on or before the effective date of the dismissal.
- (b) **Employees dismissed following probation:** Employees who are dismissed following satisfactory completion of a probationary period shall be dismissed in accordance with the following procedure.
 - 1. Any act involving unsatisfactory performance, any act involving conduct prejudicial to the public interest, or flagrant violation, the employee involved shall be given written notice of the infraction(s) and reason(s) dismissal is being considered. Such notice shall come from the office of the City Manager.
 - 2. Documentation of Dismissal Charges. Actions or inactions, which form the basis for dismissal of an employee, shall be specifically documented, where applicable, by dates and places. This documentation may include such items as specific areas of work deficiency; specific reference to work orders, departmental regulations, or personnel rules which have been violated; specific reference as to the failure to meet standards of performance; refusal to discharge assigned duties; specific habits or attitudes which cause unsatisfactory performance; evidence of previous warnings; specific instances of offense against the public interest.
 - 3. Nothing in this section shall prohibit the immediate dismissal of an employee if the infraction warrants such an action.

Section 10.09 Dismissed Employees' Benefits

Normally, dismissed employees will be eligible for the following:

- a) Accrued vacation leave for which they are eligible according to the provisions of the rule.
- b) Re-employment; however, the reasons for the employee's dismissal shall be evaluated as part of the determination of his eligibility for re-employment.
- c) When additional facts are revealed that substantially alter the basis for the original decision as to type of dismissal/separation, the type of dismissal/separation may be re-classified

by the City Manager. The personnel form shall show under remarks the type of change and the reason for the change.

Section 10.10 Appeal of Disciplinary Action

Formal disciplinary action taken under this chapter may be appealed in writing directly to the City Manager within seven (7) calendar days following notice of the action.

Upon request, an employee against whom disciplinary action is taken shall be eligible to appear personally before the City Manager. All parties shall have the opportunity to present their position. The City Manager, following careful investigation and/or consideration and consultation with the employee's supervisor and Director, shall have the authority to approve, disapprove, modify or rescind any disciplinary actions taken or proposed and the City Manager's decision shall be final and without appeal.

There shall be no right of administrative appeal for probationary employees.

Section 10.11 Grievance Procedures

This procedure may be used to address complaints related to working conditions, treatment by supervisors or coworkers, or perceived misapplication of municipal policies. It does not apply to matters subject the disciplinary process, nor does it alter the at-will status of employment.

Employees shall be encouraged to informally take any duty-related complaints or problems to their immediate supervisors. Following informal discussions, an employee remaining dissatisfied with a working condition or some other aspect of their employment not subject to the appeal procedure, may submit a written grievance to his Director within five (5) calendar days after the cause of the grievance arises or becomes known.

It shall be the responsibility of the Director to study the grievance and attempt to resolve it within ten (10) calendar days. Further discussion with the grievant is encouraged. If grievance cannot be satisfactorily resolved within ten (10) calendar days, the Director shall refer it with comments and/or recommendations to the City Manager.

The City Manager shall decide on the resolution within fifteen (15) calendar days. The decision of the City Manager shall be final and without appeal.

Any intimidation, coercion or actual or threatened reprisals used to violate the intent of this procedure by any parties involved shall constitute just cause for disciplinary action, up to and including termination.

This grievance procedure is intended to promote fair communication and workplace satisfaction. Participation in this process does not alter the at-will status of any employee.

CHAPTER 11 NON-DISCIPLINARY SEPARATION

Section 11.01 Resignation

An employee may leave the City service in good standing by submitting a written resignation at least fourteen (14) calendar days in advance of the intended separation. The City Manager may waive any portion of the notice period.

Section 11.02 Lay-off

When a full-time position is discontinued the services of the incumbent of that position shall be terminated. This action is called a "lay-off". The City Manager shall determine the number of employees to be laid off and the class or classes of positions in which the lay-offs are to occur. Specific provisions are as follows:

- (a) Notice as to lay-off shall be provided as follows:

The City Manager shall give the employee to be laid off written notice of the action at least thirty (30) calendar days before the effective date. A copy of the notice shall be attached to a personnel form and the date that the employee was given written notice shall also be stated.

- (b) The effect of lay-off on leave shall be as follows:

Vacation Leave: An employee shall be paid for all vacation leave credits after 180 calendar days have elapsed from the effective date of the lay-off, if that employee has not been called back to work for the City of Sallisaw.

Sick Leave: An employee who is reinstated within 180 calendar days from the effective date of the lay-off shall have his unused sick leave credits restored.

An employee, when reinstated within 180 calendar days from the effective date of the lay-off, will begin earning vacation/sick leave credits at the same rate when laid off. However, no credits will be given for the period during lay-off.

Laid-off employees will be given preference for any job openings which occur within 180 days of the lay-off, provided they meet the minimum qualifications of the position. If more than one employee is eligible, seniority and past duty performance will determine who is selected.

CHAPTER 12 REINSTATEMENT

Section 12.01 Consideration for Reinstatement

An employee may be considered for reinstatement in their previous position at their previous step within the current paygrade if they left employment in good standing and the position is still available on a case-by-case basis. Any employee who was terminated may reapply but is not guaranteed employment or previous step within the position's paygrade. Consideration will be

given to the conditions and situation precipitating their termination.

Section 12.02 Following Separation for Incapacity

A person who was separated for incapacity may be eligible for re-employment provided that:

- a. The incapacity has been rehabilitated to the extent the employee can now perform the duties of the job; even, if reasonable accommodations are required.
- b. The person's previous position and/or another position for which the person is qualified is available.

Section 12.03 Veterans

Employees who left the City service in good standing to enter duty with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

Section 12.03 Restoration of Longevity

Restoration of longevity, recognizing previous time spent as a City employee for the purposes of determining longevity bonuses, upon reinstatement must be approved by the City Manager.

CHAPTER 13 PERSONNEL FILES / PERSONNEL ACTIONS

Section 13.01 Personnel Files

The City Clerk shall maintain the official personnel files for all City employees. Unless otherwise provided by law, personnel files and information therein shall be confidential and may not be used or divulged for purposes unconnected with the City personnel management system except with the permission of the employees involved. Nothing herein shall prevent the dissemination of impersonal statistical information. Employees shall have the right of reasonable inspection of their official personnel file.

Section 13.02 Status Changes

Directors shall report changes in personnel status of their employees to the City Clerk in a timely manner.

Any personnel actions taken, which affect the employment status of an employee, shall be processed on a form as prescribed by the City Clerk. Such actions include, but are not limited to, the following: hire, separation, promotion, transfer, demotion, suspension. The approval authority is the City Manager.

Personnel Policies Revised/Amended Dates: Adopted
April 14, 1970

Revised/Amended

December 13, 1976

June 8, 1981

April 12, 1983

October 10, 1983

December 12, 1988

April 10, 1995

June 12, 2000

December 8, 2003

December 8, 2008

March 12, 2012

May 14, 2012

February 8, 2021

July 10, 2025

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject:

ITEM TITLE: Discussion and possible action on Ordinance No. 2025-12; *An Ordinance Repealing Chapter 10, All Sections, of the Sallisaw Code, Adding a New Chapter 10, Providing for the Regulation of Animals, Including a Severability Clause; Repealing All Conflicting Ordinances, Providing for Codification*

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: After over a year of hard collaborative work, this ordinance reflects compromises, clarifications and additional items that the old document did not.

EXHIBITS: 1. Sallisaw_Animal_Topic_Comparison
2. Ordinance 2025-12.Animals.Final

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of Ordinance No. 2025-12.

Topic	Old Ordinance	Draft Ordinance
Definitions	Basic, ~30 terms	Expanded, over 50 terms including new categories
Animal Licensing	Rabies tag required; show dog microchip	Microchip preferred; free city registry offered
Spay/Neuter	Required on adoption or 3rd impoundment	Mandatory for all pets over 6 months
Pet Limits	Not specified	Limit of 5 pets in residential areas
Kennel Licensing	Required if 8+ dogs or cats	Required if more than 5 in residential zones
Commercial & Hobby Breeding	Defined as 'hobby' and 'commercial' breeders	Adds 'noncommercial breeder' w/ stricter rules
Nuisance Behavior	Broad, general language	Clearly defined categories and repeat violations protocol
Animal Seizure & Cruelty Enforcement	Allowed only in emergencies w/ court order	Expanded powers for officers; aligns w/ state law
Animal Sales Restrictions	Minimal	Roadside and public lot sales banned
Community Cats / TNR	Not addressed	Recognized and regulated
Livestock & Wild Animal Rules	Present	Updated and clarified
Vaccinations	Rabies required; enforcement via citation	Required, plus additional vaccine standards
Animal Bites & Rabies Quarantine	Covered	More structured response protocol
Dead Animal Disposal	Minimal coverage	Fees and procedures defined
Dangerous Animals / Court Orders	General language	Expanded due process, hearings, appeals
Animal Control Officer Authority	Limited entry and enforcement rights	Expanded authority with safeguards
Community Cat Program	Not mentioned	Fully detailed TNR framework
Abandonment & Mistreatment	Mentioned	Expanded, with detailed care standards
Zoning Sensitivity	Few distinctions	Residential vs. Agricultural enforcement split
Penalty & Enforcement Structure	Citations and court discretion	Fines, mandatory court, abatement orders

Topic Coverage Comparison: Sallisaw Animal Ordinance (Old vs. Draft)

ORDINANCE NO. 2025-12

AN ORDINANCE REPEALING CHAPTER 10, ALL SECTIONS, OF THE SALLISAW CODE, ADDING A NEW CHAPTER 10, PROVIDING FOR THE REGULATION OF ANIMALS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION

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

SECTION 1.

That Chapter 10 of the Sallisaw City Code is hereby repealed in its entirety and a new Chapter 10, Animals, of the Sallisaw Code of Ordinances is hereby established by enacting the following articles and sections, to-wit:

Chapter 10 ANIMALS

ARTICLE I. IN GENERAL

Sec. 10-1. Definitions.

- a) As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

Abandon means to:

- (1) Cease providing for the daily care, welfare or maintenance of an animal without the transfer of ownership of such animal;
- (2) Fail to retrieve, claim, or relinquish ownership to the city, an animal impounded at the animal shelter for any violation of Sallisaw City Code after notice is given to the owner of such animal, if known; or
- (3) Allowing an animal to reside at a property or dwelling not used as a primary dwelling, or without water or electric service, or other utilities in service.

Adequate care. The normal and prudent attention to the needs of an animal including wholesome food, clean water, shelter and healthcare as necessary to maintain good health in a specific species of animal.

Adequate food. The provisions at suitable intervals at no more than 24 hours unless dietary requirements of the species require a longer interval, of a quality, wholesome food suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal, served in a safe receptacle, dish or container.

Adequate water. Continual access to or access at suitable intervals not less than once each eight hours for at least one hour to a supply of clean, fresh, unfrozen, potable water provided in a sanitary manner suitable for the species, condition and age of the animal and in sufficient amounts to

maintain good health in the animal. Such water shall be provided in a secure manner so the container cannot be overturned.

Adequate shelter. The structurally sound, properly ventilated, sanitary, dry and weatherproof housing suitable for the species, age and condition of the animal which is free of litter or hazardous substances and objects, contains clean and dry bedding material and which provides access to shade from direct sunlight and regress from inclement weather conditions. Shelter shall be fully enclosed on three sides, roofed and a solid floor. The entrance to the structure shall either be flexible to allow the animal's entry and exit and sturdy enough to block entry of wind or rain or long enough to provide space for the animal unaffected by the weather (igloo-like). The structure shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn around comfortably. Unacceptable shelter includes, but is not limited to, barrels, pipes, crates, cardboard boxes, pet carriers, or tarpaulins.

Aggressive Dog. Description of a dog that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or domestic animal, while off the property of the owner. Synonymous with *Potentially Dangerous dog*. *Dangerous Dog* is a title that is given to an dog by a judge or magistrate (see Art II 10-31).

Altered means any cat or dog over the age of six months which has been neutered or spayed.

Animal means any warm-blooded animal (excluding livestock where separately addressed).

Animal Cruelty (Cruelty to Animals). Any person who shall willfully or maliciously torture, destroy or kill, or cruelly beat or injure, maim or mutilate any animal in subjugation or captivity, whether wild or tame, and whether belonging to the person or to another, or deprive any such animal of necessary food, drink, shelter, or veterinary care to prevent suffering; or who shall cause, procure or permit any such animal to be so tortured, destroyed or killed, or cruelly beaten or injured, maimed or mutilated, or deprived of necessary food, drink, shelter, or veterinary care to prevent suffering; or who shall willfully set on foot, instigate, engage in, or in any way further any act of cruelty to any animal, or any act tending to produce such cruelty, shall be guilty of a felony and shall be punished by imprisonment in the State Penitentiary not exceeding five (5) years, or by imprisonment in the county jail not exceeding one (1) year, or by a fine not exceeding Five Thousand Dollars (\$5,000.00). Any animal so maltreated or abused shall be considered an abused or neglected animal. Statutory Reference: 21 OK Stat § 1685

Animal shelter means the premises owned and operated by the city for the purposes of impounding, sheltering or caring for animals.

Animal Welfare Officer means the person or persons employed by the city as its enforcement officer in the impoundment of animals, controlling of animals running at large, and as otherwise provided or required in this chapter.

At large or running at large means any animal which is not confined on the property of its owner, the leased premises of the animal's owner or under the actual physical control of a competent person. An animal is not at large when restrained by a leash or confined in a vehicle. Does not apply to community cats or cats that are identifiable as member of a cat colony.

Cat means any *Felis catus*, excluding large cats (lions, tigers, etc.) and hybrids.

Community cat means a free-roaming cat that is visibly discernible being "ear tipped" and/or microchip.

Community cat caretaker means any person who provides food, water, or shelter to a community cat(s). A community cat caretaker is not considered the owner, attendant, keeper, or harbinger of the community cat(s) for the purpose of animal limits, criminal or civil liability referenced in this Chapter.

Community cat program means a program where community cats are trapped, sterilized, vaccinated against rabies, ear-tipped, and returned to the location where they were trapped. A cat may receive a microchip as part of the trap-neuter-vaccinate-return program.

Certificate. A document issued at the time of vaccination, that records the registration number, the name, color, breed and sex of the dog or cat, the name and address of the owner, the date of the vaccination, and the type of vaccination administered.

Commercial breeder and commercial pet breeder. Any individual, entity, association, trust, or corporation who possesses eleven or more intact female animals for the use of breeding or dealing in animals for direct or indirect sale or for exchange in return for consideration; requires state license issued by the Dept of Agriculture, per 4 OK Stat § 30.4 and Okla. Admin. Code 35:55-1-3. Requirements and processes are governed by the same.

Confinement means to secure an animal in a house or by a fence within the boundaries of the owner's, leaseholder's or keeper's property (i.e. house, fenced yard).

Current Rabies vaccination means properly immunized by or under the supervision of a licensed veterinarian with a rabies vaccine licensed and approved by the United States Department of Agriculture for use in that animal species, or meeting conditions specified in Oklahoma State Department of Health Zoo Notice Disease Control Rules, OAC Title 310, Chapter 599, Section 310:599-3.9.1. Vaccine must have been given at appropriate time interval(s) for the age of the animal and type of vaccine administered.

Dog means any Canis familiars, excluding hybrids.

Domestic bird means canaries, parrots, or other small birds tamed to the household or pertaining thereto.

Exposed to rabies means any animal that has been bitten by or exposed to any other animal known to have been infected with rabies.

First party ownership means a situation where the owner of a biting animal is directly related to the bite victim, that is parent-child, sibling-sibling, grandparent-child; or when the legal residence of the animal owner and the bite victim are the same.

Fowl shall mean those feathered vertebrates most commonly kept outside, as within a farm environment and which are usually raised for consumption and or egg production. Examples are, but not limited to, the chicken, guinea, duck, goose, turkey or varieties thereof.

Health officer of the city shall mean such specifically designated person as provided by the Sallisaw City Code.

Impoundment means placing an animal in the animal control vehicle or unit or holding an animal in custody at the animal shelter.

Keeper means any person, acting in the capacity of the owner, at the owners request, who is responsible for the care, welfare and maintenance of the animal.

Kennel means any place where any combination of 5 or more dogs or cats more than six months

of age are sheltered, fed and watered.

Kitten. A cat less than twelve (12) months old.

Large animal means horses, mules, donkeys, cattle, goats, sheep or any other animal of similar size or stature.

Noncommercial breeder. Any individual, entity, association, trust, or corporation who possesses one to ten (1-10) intact female animals for the use of breeding or dealing in animals for direct or indirect sale, for exchange in return for consideration, [or gifting/ giving away said animals]. (4 OK Stat § 30.2)

Neuter (also Alter) means to render a male dog or cat unable to reproduce.

Nuisance in the context of this code means the conduct or behavior of any small or large animal, which molests passersby or passing vehicles; attacks other animals, damages private or public property; barks, whines, howls, crows or makes other noises in an excessive, continuous fashion which annoys the comfort, repose, health or safety of the people in the community; unconfined in season; or a Dangerous Dog not confined as required by this chapter. Furthermore a nuisance consists in unlawfully doing an act, or omitting to perform a duty, which act or omission either:

First. Annoys, injures or endangers the comfort, repose, health, or safety of others; or

Second. Offends decency; or

Third. Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any lake or navigable river, stream, canal or basin, or any public park, square, street or highway; or

Fourth. In any way renders other persons insecure in life, or in the use of property, provided, this section shall not apply to preexisting agricultural activities.

Miniature pig. A pig which, at maturity, is less than 22 inches high at the shoulder, less than 32 inches long, weighing less than 125 pounds (American Miniature Pig Association definition).

Miniature goat. A goat which, at maturity, is less than 22 inches at the withers, or shoulders, and weighs less than 70lbs.

Owner means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal. The occupant of any premises on which a domesticated animal remains, or to which it customarily returns, for a period of ten days or more, shall be deemed to be harboring or keeping the animal. Community Cat Caretakers are excepted from this definition.

Permit means the permit issued by the animal welfare division.

Pets. For the general purposes of this ordinance, pets are considered any animal that is commonly kept for the amusement, companionship, or assistance of their owners. For specific residentially zone district restrictions in this ordinance, pets are further defined as those larger animals like dogs, cats, pot-bellied pigs or pygmy goats and does not include domestic birds (parakeets, cockatiels, et), small animals (guinea pigs, hamsters, rabbits, etc), fish, snakes, lizards, or other animals commonly kept in small, enclosed spaces. Community cats are not considered pets.

Public space. Any and all public streets, sidewalks, alleyways, easements, buildings, parks, playgrounds and recreational facilities, and any and all places of business, amusement or

entertainment which are privately owned, wherein merchandise, property, services, entertainment or facilities are offered for sale, hire, lease, or use.

Puppy. A dog less than twelve (12) months old.

Rabies means an acute disease of humans and warm-blooded mammals caused by the rabies virus (genus *Lyssavirus*) that affects the central nervous system and is almost always fatal.

Rabies Vaccination means an injection of United States Department of Agriculture approved rabies vaccine administered by a licensed veterinarian every 12 calendar months if a one-year vaccine is used or every 36 calendar months if a three-year vaccine is used.

Ratproof means that state of being constructed so as to effectively prevent entry of rats.

Restraint means that an animal is controlled by leash or tether, either of which shall not exceed six feet in length, by a competent person or within any vehicle, trailer or other conveyance being driven, pulled or parked on the street, or confined within the property limits of its owner or keeper.

Run means an area used to confine an animal that is no less than 100 square feet and is at least five feet in width.

Sanitary means any condition of good odor and cleanliness, which precludes the probability of disease transmission and insect breeding, and which preserves the health of the city.

Show kennel means a breeder of dogs or cats whose main purpose and goal is to raise purebred dogs or cats for the purpose of competition in approved nationally recognized show venues.

Small animal means rabbits, hares, chinchillas, guinea pigs, hamsters, ferrets, fish, snakes, as further defined herein, or any other animal of similar size or stature.

Spay means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.

Stray means a domestic or feral dog or cat, which not identifiable as a community cat (ie tipped ear, microchip, tattoo, etc), running at large and unaccompanied by an owner.

Transfer means to convey or change ownership from one person to another with or without the exchange of money or other consideration.

Unaltered means any cat or dog over the age of six months which has not been neutered or spayed.

Veterinarian. A person currently licensed to practice veterinary medicine in Oklahoma or another state.

- b) All other words or phrases used herein shall be defined and interpreted according to their common usage.

Sec. 10-2. Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules or regulations of the state applicable thereto. Where the provisions of the rules and regulations of the state are less restrictive than the provisions of this chapter, the provisions of this chapter shall take precedence.

Sec 10-3. Animal-related nuisance prohibited.

a) It is unlawful and a nuisance if an animal is off of the owner's property, regardless of zoning classification, is not restrained and under the control of the owner or keeper so as not to render other persons' insecure in life, or in the use of property, this section shall not apply to preexisting agricultural activities. Upon the second offense, abatement actions at the direction of a judge, may require the spaying and neutering of any unaltered animal at the owner's expense.

b) It is unlawful and a nuisance if animals and their enclosures are not clean and waste removed and/or stored in airtight containers so as not to violate the comfort, repose, health, or safety of others regardless of zoning classification. It shall be considered a public nuisance for any person to allow any pen enclosure, yard or similar place used for the keeping of animals to become unsanitary, offensive by reason of odor or disagreeable to persons of ordinary sensibilities residing in the vicinity thereof because of flies or other insects. Any condition injurious to the public health caused by improper waste disposal will be considered a nuisance.

c) It is unlawful and a nuisance if animals are not kept reasonably quiet so as not to violate the comfort, repose, health, or safety of others, ie allowing or causing frequent or long-continued noise, regardless of zoning classification.

d) It is unlawful and a nuisance if animals are abused and/or unhealthy due to a lack of access and rendering of adequate food, water, shelter, and veterinarian care, when necessary, regardless of zoning classification. Actions or conditions allowed to persist to the contrary may violate 21 OK Stat § 1685 and constitute a felony.

e) First-time confirmed violations of this section will result in abatement orders that may include at the owner's expense, reduction in population of some or all offending animals, cleaning of animal enclosures, required construction, installation and/or purchase of fencing and/or enclosures.

f) Additional or subsequent violations may result in mandatory court appearances which may result in court ordered abatement (including spaying/neutering), surrender of animals, monetary judgements (not to exceed \$500 per violation) and/or restitution for damages caused.

Sec. 10-4. Nuisance complaint procedures

a) Any person with knowledge of any nuisance listed in Sec 10-3, regardless of zoning classification, may file a complaint with the Sallisaw Animal Welfare Officers against the owner or keeper of an animal which is alleged to be a nuisance. The Officer will visit the location of the alleged nuisance to verify that the activity does rise to the level of a nuisance. If verified the offending owner or keeper will be ordered to abate the nuisance and/or be cited for the corresponding violation(s). If the observed conditions do not rise to the level of a nuisance, then no further action will be taken.

b) Any person with knowledge of such nuisance may file a complaint in the municipal court against the owner or keeper of an animal which disturbs the comfort or repose of any person in the vicinity, or which is in violation of this chapter. If the court finds that an animal is a nuisance or in violation of this chapter, then the court may order the owner or keeper to prevent and abate the nuisance, order the animal impounded with the owner or keeper to pay impoundment costs, and/or assess monetary punitive fines not to exceed \$500 per violation.

Sec. 10-5. Pet Restrictions in Residentially Zoned Districts Only.

a) In Residentially Zoned Districts, it is unlawful to have more than any combination of five (5) pets on the owners' premises, including indoor and/or outdoor locations. Assistance/Service animals, physical or emotional support, would be included in the total allowed number of pets.

b) While any combination of (5) pets or less is permissible, owners are still required to prevent any animals from becoming a nuisance or abused in violation of Sec 10-3.

c) Property owners can impose more restrictive measures on their renters or lessors (lower allowable numbers of pets) but can not raise the restrictions as prescribed in this section. Enforcement of any lower number would be a civil issue and would be determined by a rental or lease agreement.

d) Residents with more than five (5) pets in residential districts are required to have a kennel license (see section 10-92) OR they will be subject to the issuance of a citation for each pet (\$25) over the limit of five (5) and/or given a warning and allowed a reasonable time to reduce the number of pets on the premises to five (5). Subsequent offense(s) will result in mandatory court appearance which could result in up to \$100 fines per violation and/or court-ordered reduction of the number of pets at the city's discretion to reduce the number of pets to the prescribed number. These punitive actions are in addition to any actions, fines or jail time as a result of any related violations of Sec 10-3.

e) Residents in agriculturally zoned districts will not be required to have kennel licenses.

f) Alleged violations of this section can be reported to the Animal Welfare Officers. Reports will be confirmed in person prior to any citations or warnings being issued.

g) This section does not restrict the number of fowl permitted in residentially zoned districts. Numbers of fowl are restricted by space available per Article IV, Section 10-95 and are not permitted to become a nuisance per Section 10-3.

h) Residents in agriculturally zone districts are expected to meet the requirements of Section 10-3 the rest of this chapter where applicable and are not restricted by this section. All owners, regardless of zoning, should only maintain the number of animals they can afford to feed, shelter, maintain control of, and keep healthy.

Sec. 10-6. Impoundment, confinement or seizure of animals.

a) Any animal found running at large, not confined nor under the control of their owner or keeper, within the city shall be either:

1. Impounded by the Animal Welfare Officer, and such animals shall be kept at the animal shelter. Impounded animals may be reclaimed as provided in section 10-8 of this chapter; or

2. At the judgment of the Animal Welfare Officer, an animal found at large, except a dangerous dog or a potentially dangerous dog, as those terms are defined in this chapter, may be directly returned or released to the custody of the owner or keeper of the animal which has been impounded.

b) Animal Welfare Officers shall have the authority to enter upon the owner's property in pursuing a dog which is running at large and they shall have authority to open gates, cross fences and take whatever steps that are necessary to impound the dog running at large (until/if it returns to the owner's property), except nothing in this section shall be construed to authorize the city employee to enter into a dwelling of a person while pursuing an at large animal. The Animal Welfare Officer may, at their discretion, cite the owner of such animal in accordance with this chapter.

c) When a police officer effects an arrest of a person who is in possession of or caring for an animal and no responsible person of at least 18 years of age is present at the scene to take care of the animal, the animal will be impounded for the welfare of the animal. The animal will be impounded at the animal shelter until the proper disposition of the animal can be determined.

d) An animal welfare officer is authorized to trap or impound any animal observed to be in violation of any of the provisions of this section or for humane reasons pursuant to section 10-9 of this chapter. An animal welfare officer may upon exigent and life-threatening emergency circumstances enter upon the premises of the owner or other private premises to seize an animal to prevent suffering and to ensure veterinarian care is provided, once it has been established that the occupant is not home.

e) No animal without a current rabies vaccination may be released from impoundment. The owner or keeper shall also be required to reimburse for vaccination done by the City as part of the release of the animal.

f) No impounded animal shall be returned to its owner or keeper until the animal impoundment, boarding, and, if applicable, spaying and neutering fees are paid.

g) Female animals impounded up by the animal welfare division that are in season (heat) shall always be kept separate from male animals.

h) In addition to impoundment, for 2nd or more violations, owners or keepers will face a mandatory court appearance.

Sec. 10-7. Property owner may impound animal.

a) Any person who finds an animal on his property to his injury or annoyance may:

1. Remove such animal to an animal shelter, public or private, except that astray animals will be handled as provided by state law; or

2. Retain possession of such animal or fowl and, within 24 hours, notify the animal welfare division or other appropriate existing agency of this custody, giving a description of the animal and the owner's name, if known. Removal of the animal from property shall be done in such a manner so as not to cause injury to the animal.

b) No person shall, at any time, fasten, chain, or tie any animal on the owner's property or on the property of the owner's landlord, as the sole method of restraining the animal, unless authorized by an animal welfare officer or the animal welfare supervisor.

Sec. 10-8. 72 Hour holding; Disposition following holding period; Adoptions.

a) Any dog or cat or other small animal found running at large and impounded in the animal welfare center (AWC) shall be confined in a humane manner. Following a 72-hour holding period in which stray animals are not claimed by their owner or arrangements to redeem made, exclusive of days City offices are closed, impounded and/or unclaimed animals shall become the property of the city and final disposition will be determined by the city.

b) At the end of the 72 hour period, animals that have not been reclaimed by the owner or keeper, with all fees being paid, may be:

1. Adopted or made available for adoption from the animal shelter,

2. Transferred to an animal adoption agency or rescue, (Animals may be transferred to an animal adoption agency with no charge to the receiving party)

3. Or euthanized.

c) The Animal Welfare Officer, upon receiving any animal for impoundment, shall record the description, breed, color and sex of the animal, and the date and time of impoundment. If the owner or keeper is known or can be determined, that information will be recorded and efforts will be made to contact them to reclaim the animal, to include written notice posted at their residence, within 72 hours or the animal will be forfeited to the city for a disposition to be determined by the city. Attempts to contact the owner or keeper will be recorded. *The owner at the time of impoundment will have all fees incurred added to the cost of the adoption fee after the 72-hour holding time has expired*

d) Adoption.

1. Under no circumstances will anyone with a conviction related to cruelty to animals, instigating or encouraging a fight between animals, cockfighting, or dogfighting be allowed to adopt an animal from the AWC.

2. Following the 72-hour holding period, healthy animals at least 8 weeks old may be adopted in accordance with the fee schedule.

3. No dog or cat over the age of 6 months may be released for adoption from the AWC unless said animal has been surgically spayed or neutered; or, in the case of animals under 6 months, unless the adopting party signs an agreement to have the animal altered, and deposits funds with the animal shelter to ensure that the adopted animal will be spayed or neutered. The amount of the deposit required shall be set in the fee schedule.

Each person who adopts an unaltered male or female animal 6 months age or less from the animal shelter shall sign an agreement to have the animal sterilized when the puppy or kitten reaches six (6) months of age. The refundable sterilization deposit can be reclaimed upon presentation of a veterinarian receipt showing that the animal was spayed/neutered by the aforementioned ages OR upon reasonable proof being presented by the adopting party that the adopted animal died before the expiration of the period during which the spaying or neutering was required to be completed.

4. Sterilization deposits will be considered forfeited by the adopting party 30 days after the animal is estimated to reach 6 months of age (animal is estimated to be 7 months old) after adoption in the absence of contact or veterinarian documentation of life or health issues. Funds which have been forfeited by adopting parties shall be placed in a separate account, which shall be an interest-bearing account whenever feasible, and funds from said account shall be allocated to programs which directly promote, subsidize, or otherwise reduce the cost of spaying or neutering animals of the releasing agency. Accurate records of accounts which fund spay/neuter programs shall be maintained.

5. Extension. Upon presentation of a written report from a licensed veterinarian stating that the life or health of an adopted animal may be jeopardized by surgery, Animal Control shall grant a thirty-day extension of the period within which the spay or neuter surgery would otherwise be required. Further extensions may be granted upon additional veterinary reports stating their necessity.

6. An application will be completed for every animal adopted with copies kept for up to three years. Potential adopters who do not own their own homes will be required to furnish proof that animal ownership is permitted at the residence, ie pet addendum, letter from landlord, etc.

7. There is hereby established a grace period of 7 calendar days beginning on the day of adoption and ending at the close of business on the 7th day thereafter, during which period an animal

adopted from the city's animal shelter may be returned to the animal shelter for a refund of the adoption fee or, at the option of the adopting party, a replacement animal, conditioned solely upon the presentation of written certification of a licensed veterinarian that the adopted animal is in poor health.

8. The City Manager may designate certain days in which animals eligible for adoption may be adopted from the city's animal welfare shelter without the payment of the adoption fee as required in the fee schedule. Provided, however, that the other provisions of this chapter shall apply to the animals adopted under this subsection.

Sec. 10-9. Animal identification.

a) It shall be unlawful to possess a dog or cat over the age of six (6) months within the city limits whose ownership is not able to be quickly established without the owner present, thus facilitating a rapid return of the animal to the appropriate owner and any subsequent actions that may be necessary.

b) The City will provide a free and voluntary registration program for owners to participate in that will link a pet's chip number with the owner's contact information to be used in the event the animal is picked up stray. Owners may contact the Animal Welfare Center to provide the information (including the chip number), come by the AWC or participate in any free chipping event in which the AWC is participating. Owners are encouraged to keep the information up to date and notify the AWC as contact details change, to include changes in ownership, phone number or address.

c) Owners of cats and dogs will be identified by the animal's microchip (registered with the chip service/manufacture and/or through the AWCs) or a collar/harness worn at all times when they are off the owner's premise which shall have at least a valid phone number for the owner, preferably with a name and address as well.

d) Prior to return of an animal, animal welfare officers will request proof of rabies vaccination. If proof of a current vaccination is not produced the owners or keepers will be subject to a citation for a first offense with a fine not to exceed \$200 for a first-time offense and mandatory court appearance with a fine not to exceed \$500 upon a guilty verdict.

e) New owners, to include when pets are transferred or purchased, or new residents have 60 days upon obtaining a new pet or arriving to comply with the requirements of this section.

Sec. 10-10. Roadside selling of animals.

a) No person, including non-commercial breeders, shall sell, trade or give away any dogs or cats from the public parking lots, private business parking lots and/ or the side of roads and right of ways within the City Limits of Sallisaw.

Exception:

- Approved agencies doing so during special adoption or vaccination events at which all animals must be spayed, neutered and properly vaccinated, as age of the animal allows. Documentation from a licensed veterinarian must be available for each animal in accordance with Sec 10-12.

b) Any person violating any of the provisions of this section shall receive one citation per animal available for or being sold, traded or given away, upon conviction thereof, shall be subject to a fine between \$50-\$100 per citation.

Sec. 10-11. Requirements for commercial and noncommercial breeding activities.

a) It shall be unlawful, within the city limits, outside of their residence (to include rentals without the permission of the owner of the property) for noncommercial breeders, as defined in section 10-1, to offer for sale, trade, exchange, or gift any animal as defined in Sec 10-1 of this ordinance or to breed animals for the same purpose(s). To do so would be in violation of 10-10 of this chapter.

b) It shall be unlawful for a noncommercial breeder to offer for sale, trade, exchange, or gift any animal in the absence of the following:

1. All vaccinations required by Sec 10-12 of this chapter that are age and type of animal appropriate or cannot be vaccinated due to health reasons determined and documented by a licensed veterinarian.

2. A copy of all health records is passed on to the new owner. The noncommercial breeder will maintain a copy for the period of one year and can be asked to produce copies by a Health Officer, Police Officer, or Animal Welfare Officer.

3. In the case of dogs and cats over two (2) months of age, microchipped implanted and information/ instructions for the device and change of registration passed on to the new owners.

c) Commercial Breeders will follow all state requirements and regulations governing the breeding of animals. Commercial Breeders will be licensed annually with the city and only allowed to establish and operate kennels in agricultural zoned areas.

d) Violations of this section will result in citations with mandatory court appearance and upon conviction fines from \$50-\$100 per animal available for sale, trade, exchange, or gift at the time of the citation.

Sec. 10-12. Vaccination Required—Certificate of vaccination.

a) The owners of all dogs and cats are required to have the animals vaccinated against rabies by a licensed veterinarian before they are 4 months old and then maintain the currency with an additional shot in accordance with the type of vaccine given. The veterinarian shall issue the owner of the animal a vaccination certificate, and such owner shall retain such certificate until the vaccination is renewed. At the time of the vaccination, a metal tag shall be issued by the veterinarian showing the name of the veterinarian, the tag number, and the year of issuance. (Statutory Reference: OAC 310:599-3-9.1)

b) Pursuant to Sec 10-19 a rabies tag may be used as an identification tag. Affix the rabies vaccination tag issued by a licensed veterinarian to a collar to be always worn by the animal while off the owner's property; except the owner of a show dog or cat, whose coat maybe damaged by a collar, may substitute an implanted microchip in lieu of a collar. However, documentation will be available showing the animal's breed registration, i.e. AKC, CKC, TICA, CFA, etc., and proper rabies vaccination. It shall be unlawful for any person other than the owner or a licensed veterinarian to remove the collar or microchip from the dog or cat.

c) No person shall use a rabies tag or veterinarian certificate or receipt for any animal other than for that animal dog or cat to which the rabies tag, veterinarian certificate, or receipt was issued.

d) All Breeders, commercial and noncommercial, will ensure vaccinations are received by puppies and kittens in accordance with the below schedule, prior to transfer to new owners, with copies of

health records being given to new owners and retained by the breeder for the period of at least one (1) year following the transfer to a new owner or death of the animal, whichever comes first:

<u>Puppy's Age</u>	<u>Vaccinations</u>
6 — 8 weeks (1.5-2 months)	DA2PP (distemper, adenovirus [hepatitis] I & II, parainfluenza, and parvovirus)
9 — 12 weeks (2.5-3 months)	DA2PP
12 — 16 weeks (3-4 months)	DA2PP, Rabies
Every 1 — 3 years	DA2PP, Rabies—intervals based on type of vaccine

<u>Kitten's Age</u>	<u>Vaccinations</u>
6 weeks (1.5months)	FPV (feline panleukopenia virus) + FHV-1+ FCV (<i>feline calicivirus and feline herpes virus type 1</i>)
8 weeks (2 months)	FeLV (feline leukemia virus)*
9 — 10 weeks (2.25-2.5 months)	FPV + FHV-1 + FCV
12 — 16 weeks (3-4 months)	FPV + FHV-1 + FCV, FeLV*, Rabies
Every 1 — 3 years	Rabies—intervals based on type of vaccine

*While not required, it is highly recommended that cats receive the Feline Leukemia (FeLV) booster every 1-3 years, based on risk of exposure to FeLV+ cats.

Vaccination schedule derived from American Animal Hospital Association

*Rabies requirements based on OK Dept of Health requirements
Oklahoma Administrative Reference: OAC 310:599-3-9.1*

f) Any Breeder, commercial or noncommercial, upon conviction of violations of this section, will be subject to fines from \$50-100 per animal and a moratorium on conducting business within the city limits Sallisaw for 3-5 years. These fines will be in addition to any fines levied because of violations and convictions of Section 10-11.

g) An animal welfare officer or any police officer may require, in the conduct of a nuisance complaint verification or upon observation of a violation of this chapter, an owner to provide proof of rabies vaccination, on any animals. If proof of a current vaccination is not produced the owners or keepers will be subject to a citation for a first offense with a fine not to exceed \$200 for a first time offense and mandatory court appearance with a fine not to exceed \$500 upon a guilty verdict.

Sec. 10-13. Injuring, poisoning or trapping animals prohibited.

a) No person shall expose or give to any animal any poisonous substance, whether mixed with food or not. This provision, however, does not apply to the eradication or population control of certain species of rodents.

b) No person shall set or expose an open jaw-type trap, leg hold trap, snare trap, or any type

of trap which would likely cause physical harm or injury to any animal. This provision shall not apply to people who are licensed by the state to trap animals as provided in 29 O.S. § 4-119.

c) No person shall unjustly administer any poison or noxious drug or substance to any animal, expose any drug or substance with the intent that the same shall be taken by an animal, whether such animal be the property of that owner or another person; or cause any other person to do any of the above acts.

d) A person who accidentally or otherwise strikes an animal with an automobile and injures it shall notify the animal welfare division.

e) Exception. Trap-and-Release (TNR). Those personnel involved in TNR operations to reduce the population of feral cats and maintain cat colonies are permitted to conduct the following:

1. With use of live traps, trap feral or sick/injured cats
2. Provide spaying/neutering of cats
3. Clip/notch the ears of spayed/neutered cats to indicate their altered status
4. Return the cat to the same place it was trapped and release it
5. Ensure adequate food, shelter and water are provided for the period they are under the control of people executing TNR operations.

f) Violations of this section will result in citation(s) with mandatory court appearance and may constitute a felony under OK state law. (Statutory Reference: 21 OK Stat § 1685)

Sec. 10-14. Diseased animals—Injured or sick animals.

a) Every person owning or having any animal within the city which known or suspected to be seriously sick or injured shall be isolated from other animals until cleared by a veterinarian.

b) Any animal which comes into possession of the city at the Animal Welfare Center which is injured or sick beyond which reasonable veterinarian care shall be humanely euthanized by the animal welfare personnel without waiting for the expiration of the period in which such animal may be reclaimed by its owner, or before the end of the period in which the animal may be placed for adoption. This is to reduce/prevent animal suffering. Provided, however, that before such sick or injured animal is euthanized, the animal welfare personnel shall contact the owner, if known, of such animal to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed but fails to reclaim the animal within 24 hours of such notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the animal welfare personnel. The animal welfare officer shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the city, the type of injury or sickness of such animal, the date the animal was destroyed, and any other information relevant to the health, condition and description of such animal.

Sec. 10-15. Animal fighting prohibited.

a) It is unlawful for any person to instigate or encourage a fight between animals or to encourage one animal to attack, pursue, or annoy another animal except a noxious, non-domesticated animal, or to keep a house, pit, or other place used for fights between animals.

b) The regulations of the State of OK, and all amendments thereto, relating to owning, possessing, keeping or training a dog(s) for fighting, instigating or encouraging dogfighting and keeping place, equipment or facilities for dogfighting are adopted herein by reference.

c) The regulations of the State of OK, and all amendments thereto, relating to instigating or encouraging cockfight, keeping place, equipment or facilities for cockfighting, servicing or facilitating cockfight, or owning, possessing, keeping or training bird for fighting are adopted herein by reference. (Statutory Reference: 21 OK Stat § 1692.1 thru 1692.9 and 1693 thru 1699)

Sec. 10-16. Livestock, horses not to be kept within city, exceptions.

a) It is unlawful for anyone to keep cows, sheep, goats, cattle or other livestock of any kind, in any area zoned other than Agricultural A-1 and Agricultural A-2 within the limits of the city.

b) Any livestock shelter, in A-1 or A-2, shall be provided and located so that no part shall be any closer than 150 feet to the dwelling quarters of any person other than the owner or custodian of such animals.

c) It is unlawful for anyone to keep a horse within the limits of the city unless:

1. The horse is kept within an enclosure or fence, and the enclosure has at least 1 acre for each horse kept in the enclosure; or

2. Unless the keeping of such horse is connected with a veterinary business or,

3. The owner's residence/ animal location is in an Agricultural A-1 or Agricultural A-2 zoned area.

4. The animal is part of educational programs at Sallisaw High School and is kept in a permitted and inspected location that meets the enclosure requirements.

d) Any person keeping livestock within the city limits or any person keeping horses within the city limits in violation of this section, shall be first entitled to one three-day notice to remove the animal from the city limits. Any violation of this section thereafter shall be deemed an offense. Violations or omission of required act and day of continued violation after one three-day notice shall be deemed a separate offense(s). A person is not entitled to any notice for any additional offenses after the first notice.

e) Keeping of swine.

1. Swine shall not be kept within the city limits, unless the owner's residence is zoned for agriculture. If kept in an agriculturally zoned area, the animal is still to be kept in a manner so as not to be a nuisance, in accordance with section 10-3.

2. Exceptions.

- Swine may be kept for exhibition purposes during a temporary duration at stock shows, fairs and circuses, not to exceed seven days in duration. Swine must be kept in properly constructed pens during the duration of the event.

- Swine may be kept for educational programs at Sallisaw High School where they are housed in properly constructed enclosed facilities upon school property of which a proper building permit has been obtained and facilities inspected.

- Miniature pigs and goats, as defined by Sec 10-1, may be kept as pets.

Sec. 10-17. Keeping wild or exotic animals.

a) For the purpose of this section, a wild or exotic animal means an animal which is usually not a domestic animal and which can normally be found in the wild state, or which has not been deemed by the Oklahoma State Department of Health to have an established rabies quarantine period, including, but not limited to, lions, tigers, leopards, panthers, wolves, foxes, lynxes, or any hybrid of like animals, alligators, crocodiles, apes, elephants, rhinoceroses, bears, all forms of poisonous snakes, raccoons, skunks, monkeys, prairie dogs, bats, and like animals.

b) It is unlawful to keep or harbor any wild or exotic animal in the city limits as a pet or for display or for exhibition purposes, whether gratuitously or for a fee, except as provided in this section, and as may be licensed by the state wildlife department pertaining to wildlife rehabilitators.

c) This section shall not apply to zoological parks or zoos, performing animal exhibitions, circuses, educational or medical institutions.

Section 10-18. Dogs in City Parks And On Park Trails

a) All dogs brought into/onto any city park, city walking trail, jogging trail, or any sidewalk area of any city park must be always restrained on a leash. All other animals are prohibited.

b) When unrestrained or stray dogs are found on city park grounds, outside of off-leash facilities (dog parks), without an owner, the animal shall be impounded by the animal welfare officer. If the owner is present, and the dog is off-leash, the owner shall be requested to leash the dog or remove it from the park. Failure of owner to leash their dogs may result in a citation issued to the owner for nuisance violation. Multiple offenses will result in mandatory court appearance.

c) From time to time, certain scheduled events at city park locations may post "No Animals Allowed" during the event. If this is posted, no dogs, or other animals, shall be allowed in the event area. This shall be noted in the Special Event Permit issued by the city.

d) During routine scheduled events at city park areas, such as youth sports at designated sports grounds, the group, or individual, scheduling the sports events, may post "No Animals Allowed" for the complex, or area in which the sporting events are taking place.

e) Off-leash facilities (dog parks)

1. Hours of off-leash dog facility.

i. Closed from dusk to dawn and any time signs are posted closing the facility for cleaning or maintenance.

ii. It shall be unlawful for anyone to loiter, idle, wander, stroll, or play in the off-leash dog facility when it is closed.

2. Use of off-leash dog facility generally.

i. Only dogs accompanied by an owner at least 16 years of age are permitted to be within the off-leash dog facility, whether or not the dog in question is leashed. An owner will only be considered to be accompanying a dog if both the person and the dog are within the fenced confines of the off-leash dog facility, and the dog is in the visible presence of the owner at all times. An owner may not accompany more than two dogs in the off-leash dog facility at any one time. Dogs must wear collars or harnesses bearing identification while in the off-leash dog facility.

ii. It shall be unlawful for any person to bring a dog weighing 30 pounds or more into the designated “small dog area” of the off-leash dog facility.

iii. It shall be unlawful for any person to bring a dog weighing less than 30 pounds into the designated “large dog area” of the off-leash dog facility.

iv. It shall be unlawful for any person to host or participate in any competitive event at the off-leash dog facility unless the City Manager determines that such competitive event will not create a disturbance or public nuisance.

v. It shall be unlawful for any person to keep a dog leashed or confined in the off-leash dog facility overnight.

3. Care of off-leash dog facility by users.

i. Owners must immediately clean up and dispose of waste left by any accompanied dog. It shall be unlawful for an owner to leave the off-leash dog facility without first cleaning up and disposing of all waste left by an accompanied dog.

ii. Owners must stop their dog from digging and must fill any holes caused by their dog. It shall be unlawful for an owner to leave the off-leash dog facility without first filling any holes caused by their dog.

4. Health rules for off-leash dog facility.

i. It shall be unlawful for any person to bring a dog which does not have current rabies vaccination into the off-leash dog facility.

ii. It shall be unlawful for any person to bring a dog which has a contagious condition, disease, parasites, or fresh wounds into the off-leash dog facility.

iii. It shall be unlawful for any person to bring a female dog in season into the off-leash dog facility, whether or not the female dog in question is leashed.

5. Bites, scratches, and aggression in the off-leash dog facility.

i. All bites and scratches by a dog that break skin within the off-leash dog facility must be reported to the Sequoyah County Health Department. It shall be unlawful for any person to fail to report to the Animal Welfare Officer(s) that a dog accompanied by him or her in the off-leash dog facility bit or scratched a person or another dog within 24 hours of the bite or scratch incident.

ii. Dogs showing aggression toward people or other dogs must be removed immediately. It shall be unlawful for an owner to fail to immediately leash and remove their dog if it is showing aggression.

iii. It shall be unlawful for any person to bring any dog deemed to be a Dangerous Dog by any state or local government or agency into the off-leash dog facility.

6. Use of off-leash dog facility by children.

i. No child under eight years of age is permitted in the off-leash dog facility except during city-approved activities scheduled for that age group. It shall be unlawful for a parent or guardian to permit a child under eight years of age to be in the off-leash dog facility, unless the child is attending a city-approved activity scheduled for that age group.

ii. It shall be unlawful for a parent or guardian to permit a child over eight and under 16 years of age to be in the off-leash dog facility unless the child is accompanied by an adult over 17 years of

age who is directly supervising the activities of that child, or unless the child is attending a city-approved activity scheduled for that age group.

7. Possession unlawful at off-leash dog facility.

i. It shall be unlawful for any person to possess tobacco products, alcoholic beverages, or glass containers inside the off-leash dog facility.

ii. It shall be unlawful for any person to possess or unleash an animal other than a dog within the off-leash dog facility.

iii. It shall be unlawful for any person to possess or utilize an outside obstacle in the off-leash dog facility.

iv. It shall be unlawful for any person to possess a skateboard, skates, a bicycle, a scooter, or any other wheeled apparatus in the off-leash dog facility. The operation of a non-motorized wheelchair or motorized mobility device by a person with physical disabilities is exempt from this section.

Sec. 10-19. Feeding of Stray Dogs, Cats, or Other Stray Animals Strongly Discouraged.

a) High populations of stray dogs, stray cats, or other animals pose a hazard to human health and safety, as such animals provide breeding ground for infections, disease, including but not limited to rabies and distemper, and may otherwise bite or attack humans and other domestic animals. In addition, food provided for stray animals is often attractive to other wild animals such as racoons and rodents and may create nuisance conditions.

b) Notify Animal Welfare of stray animals to facilitate proper feeding and vetting and investigation, if necessary, of circumstances that led to the animal being stray.

Sec. 10-20. Investigations and interference.

a) For the purpose of discharging the duties imposed by this chapter and to enforce its provisions, the Animal Welfare or Public Health Officers are empowered to call upon the residents of any premises upon which a dog or cat or small animal is kept or harbored and to demand the exhibition by the owner of such dog or cat or small animal and presentation of vaccination records pursuant to any contact or complaint investigation.

b) The Animal Welfare Officer, in the manner authorized by law, may enter the property where any animal is kept in a reportedly cruel or inhumane manner and demand to examine such animal and to take possession of such animal when, in his or her opinion, it requires humane treatment. The officer may demand, at the front door of any residence, exhibition by the owner of current animal vaccinations and any licenses or permits pursuant to any contact or complaint investigation.

c) No person shall interfere with, or hinder, or molest any agent of the city in the performance of their duty or seek to release any animal in the custody of the city or its agents, except as provided by law.

Sec. 10-21. Dead animal pickup fees.

a) Dead animals may be picked up from residences by the animal welfare officer upon

payment of a pickup fee as provided in the fee schedule.

b) Owners may drop off an animal at the animal welfare division provided an impoundment card is signed releasing custody of the animal to the city. Once the animal is released to the city, the animal becomes the property of the city and may be disposed of as provided in this chapter.

c) Sick, injured, potentially dangerous, or animal that is not adoptable, will be euthanized, at an owner's request by the animal welfare division, provided the owner signs an impoundment card releasing custody of the animal to the city and upon payment of the fee as provided in the fee schedule and upon proof of veterinarian treatment and/or recommendation.

Sec. 10-22. Community Cat Program.

a) Community cats are exempt from licensing, tag, stray, animal limits, and at-large provisions of this Chapter.

b) Returning a cat pursuant to a community cat program shall not be considered abandonment under the definitions of this Chapter.

c) A community cat received by the shelter or animal services facility may be released prior to the expiration of any holding period to an organization that operates a community cat program or to be returned to the location where it was trapped if the shelter operates a community cat program.

d) Nothing in this section shall prohibit or limit the authority of animal welfare officers and/or other authorized officials to impound a stray, sick or injured cat for the purposes of veterinary treatment, disposition per Sec 10-8 and/or humane euthanasia if necessary.

e) Cat colonies are subject to the nuisance requirements/restrictions of this Chapter. Colonies that become a nuisance may be subject to abatement to address the nuisance.

Sec. 10-23. Mandatory Spay/Neuter of all pets within City Limits

a) It shall be unlawful to own or have possession of pet cats and dogs over the age of 6 months and residing within the city limits that are not spayed or neutered within 60 days of beginning residence within the city, including moving from another locality, being purchased, transferred or adopted or temporarily residing/ visiting for more than 2 months.

b) Exceptions. No exception listed below relieves an owner from the nuisance and at large restrictions in the Article.

1.Any animal, with a veterinarian's exception letter, that would be put at a life-threatening health risk temporarily (the exception will last until 60 days after the temporary condition has passed) or permanently if spayed or neutered.

2.The pet is under 6 months of age.

3.The pet has a Breeding Permit that has been granted by the City of Sallisaw for breeding purposes.

c) Breeding Permit.

1.A Breeding Permit can be requested and granted for those owners wishing for their pets to remain intact and able to responsibly breed.

2.The permit fee will be \$100 per pet and shall not expire.

d) Fines. Failure to comply with this section will result in a \$100 fine for the first offense, \$200 fine after 60 days of non-compliance without a veterinarian's exception letter, after which a mandatory court appearance and additional fines, court-ordered spaying/ neutering, and/or animal seizure are options

Secs. 10-24-30. Reserved.

ARTICLE II. DANGEROUS ANIMALS

Sec. 10-31. Definitions.

As used in this article, the following terms shall have the meanings respectively ascribed to them in this section:

Animal control authority means the city's animal welfare division acting alone or in concert with other local governmental units for enforcement of the animal control laws of the city and state for the protection of the general public and the welfare of animals.

Dangerous animal means any animal that:

1. has inflicted severe injury on a human being without provocation on public or private property,
2. has been previously found to be potentially dangerous, the owner having received notice of such by the animal control authority in writing and the animal thereafter aggressively bites, attacks, or endangers the safety of humans, or
3. has been previously found to be potentially dangerous, the owner having received notice of such by the animal control authority in writing and the animal thereafter attacks another animal which results in the death of said animal either on public or private property.
4. Dangerous Animal does not include a police dog while the police dog is being used to assist law enforcement officers in the performance of their official duties and where any injury inflicted by the police dog was reasonably related to the duties being performed.

Potentially dangerous animal. Any animal that, when unprovoked inflicts bites on a human either on public or private property, or when unprovoked attacks another animal which results in the death of said animal either on public or private property before being adjudicated. Statutory Reference: 4 OK Stat § 44 (2024)

Proper enclosure of a dangerous animal means, while on the owner's property, securely confined indoors or in a securely enclosed and locked pen or structure with at least one hundred fifty (150) square feet of space for each dog kept therein which is over six (6) months of age, and which is suitable to prevent the entry of children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.

Provoke or provocation means, any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner like that shown by the evidence.

Severe injury means any physical injury that results in broken bones or lacerations requiring multiple sutures or cosmetic surgery (4 OK Stat § 44 (2024))

Sec. 10-32. Dangerous and diseased animals prohibited.

a) The keeping of dangerous or diseased animals within the city is hereby declared unlawful except as may be permitted in this chapter.

b) Dogs shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past, been observed

or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime. Statutory Reference: 4 OK Stat § 46 (2024)

Sec 10-33. Summons and Complaint Process.

a) Any person who witnesses or has personal knowledge that an act or acts made unlawful by this chapter have been committed may sign a complaint against the alleged violator.

b) Any police officer, Animal Control Officer, or code enforcement officer who is employed by the city is authorized to issue a summons and complaint when said officer personally observes a violation of the chapter.

c) The complainant must provide a sworn complaint to the officer receiving the complaint containing the following information:

1. Name, address, and telephone number of the complainant and other witnesses to the incident;
2. Date, time, and location of the incident;
3. Description of the animal;
4. Name, address, and telephone number (if known) of the animal owner;
5. A statement that the animal attacked the complainant or some other person or animal as witnessed by the complainant or such facts as may warrant the process to determine that the animal is potentially dangerous or diseased be started; and
6. Other facts and circumstances of the incident.

Sec. 10-34. Impoundment.

a) It shall be the duty of the Animal Welfare Officer upon receipt of a verified complaint as outlined in Sec. 10-33 of this subchapter to conduct an evaluation of the general temperament of the animal(s) in question and review the situation relevant to the claim to assess the likelihood the definition(s) of dangerous or diseased will be determined to have been met. If deemed likely, the Animal Control Officer will impound the animal(s) pending a determination as required by this chapter. If deemed unlikely by the AWO to meet the definitions, the complainant may request the complaint be sent to the Building Development Director an appeal. If the appeal is approved in writing, an impoundment and determination will proceed as required by this chapter. If the appeal is not concurred with in writing, the complainant may appeal further with the complaint and all associated assessments and nonoccurrence begin submitted to a Judge by the Building Development Director for final determination. Any and all expenses associated with the impounding, including shelter, food, handling, and veterinary care, shall be borne by the owner of such animal during the period of impoundment.

b) Redemption impounded animal for reasons of this article.

1. To redeem an impounded animal from the city animal shelter, the owner of the animal must provide proof of ownership and pay all fees associated with the impoundment.

2. Any owner redeeming an animal may also be responsible for any fees associated with additional violations of this article.

Sec. 10-35. Hearing and Determination.

a) The Municipal Judge, in addition to any hearings which may be required on criminal charges, shall hold a hearing within 15 days of the date of impoundment (or as soon as possible thereafter) to determine if the animal is dangerous or diseased as defined by this code. Said hearing may be held in conjunction with any criminal proceedings as so ordered by the Judge, but in no event shall this delay the hearing on determination of viciousness.

b) The Municipal Judge shall be empowered to make one of the following determinations as a result of said hearing:

1. That the animal is in fact not dangerous or diseased, in which event the Animal Control Officer shall cause it to be surrendered to the owner of the animal, upon payment by the owner of the expenses.

2. That the animal is in fact dangerous or diseased, and should be destroyed.

3. That the animal is dangerous or diseased, but that for good cause shown the animal should not be destroyed, in which event the Judge shall order one of the following:

i. That the animal be immediately removed from the corporate limits of the city and not to ever be allowed within the corporate limits of the city, and that the owner pay all fees required by the fee schedule and/or fines imposed by the Judge; or

ii. That the owner be allowed to maintain the Dangerous Dog within the corporate limits of the city under the following conditions:

a. Payment of fees. Payment of all fees required per the city's master fee schedule or this chapter.

b. Leash and muzzle. No person shall permit an animal covered by this subchapter to go outside its kennel or pen unless such animal is securely leashed with a leash no longer than 4 feet in length. No person shall permit said animal to be kept on a chain, rope, or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such animal may not be leashed to an inanimate object such as trees, posts, buildings, and the like. In addition, all animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.

c. Confinement. All animals covered by this subchapter shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel, or structure must have secure sides and a secure top attached to the sides. All structures used to confine said animals must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house said animal must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

d. Confinement indoors. No animal covered by this subchapter may be kept on a porch, patio, or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.

e. Signs. All owners, keepers, or harborers of animals covered by this

subchapter within the city shall display in a prominent place on their premises a sign easily readable by the public using the words “beware of dangerous animal.” In addition, a similar sign is required to be posted on the kennel or pen of such animal.

f. A policy of liability insurance, such as homeowner's insurance, or surety bond, issued by an insurer qualified under Title 36 of the Oklahoma Statutes in the amount of no less than \$50,000.00 insuring the owner for any personal injuries inflicted by the dangerous animal.

c) All owners whose animal is adjudged to be a Dangerous Dog at the hearing and sentenced as imposed by the Municipal Judge pursuant to this section, upon written demand, may appeal the Judge's decision within ten days to the district court of the county where a trial in the district court shall be accorded to them de novo.

d) It shall be an affirmative defense to a prosecution before a Judge or complaint made pursuant to this chapter that the injury, damage or death was sustained by a person or animal who, at the time, was committing a willful criminal act upon the premises of the owner of the accused animal or was assaulting the owner of the accused animal. If applicable the animal will be determined to be not dangerous. Statutory Reference: 4 OK Stat § 42.4 (2024)

e) For the purpose of this article, a person is considered to be lawfully present upon the property of an animal owner when he is on such property in the performance of any duty imposed upon him by the laws of the state, or by the laws of the United States, or the postal regulations of the United States, or when reading meters, or making repairs to any public utility or service located on the premises, or when working on said property at the request of the owner or any tenant having a lease upon any portion of said property, or when on such property upon the invitation, expressed or implied, of the owner or lessee of such property.

Secs. 10-36-50. Reserved

ARTICLE III. RABIES AND ANIMAL BITES

Sec. 10-51. Animal bites; rabies examination; quarantine.

a) Every animal, regardless of immunization status, that has bitten a person shall be reported within four hours to the animal welfare division or an animal welfare officer and, except as otherwise provided herein, shall thereupon be securely quarantined at a veterinarian hospital, within 24 hours from the time of the bite incident, for a period of ten days from the date the person was bitten and shall not be released from such quarantine except by permission of the health officer of the city and the veterinarian in charge of the quarantined animal. Such quarantine will be at any veterinarian hospital, within the city, chosen by the owner or in the owner's home if:

1. Animal meets criteria of currently vaccinated against rabies and meets the definition of first party ownership as defined in Section 10-1 of this Code; and

2. Home quarantine site is approved by the health officer of the city. Animal Welfare Officers will complete a bite report and submit to the health officer of the city. If the bite was a severe injury the health officer of the county, shall make a determination of the disposition of the biting animal after consultation with the victim's physician, and based upon the risk of rabies in the particular animal.

3. The animal must be restrained and removed to an area where it will not come in contact with any persons or animals outside of the household.

4. The animal must be made available to the Animal Welfare Officer for periodic inspection.

5. The owner will observe the animal for any signs of illness or personality changes and report such changes to the Animal Welfare Officer.

6. The animal may not be removed from the known quarantine location without prior notification and approval of the Animal Welfare Officer.

7. The animal will remain under quarantine until the owner is notified that the final health inspection has been made and that the animal has been cleared by the Animal Control Officer. Contact will be made by phone, personal service, or certified mail

8. The animal may not receive a vaccination for rabies during the quarantine period.

9. Failure to comply with all conditions of residential quarantine will result in the animal being impounded at the Animal Shelter or a veterinarian of the owner's choice, at the owner's expense, for the duration of the quarantine period.

b) In the case of a stray animal, whose ownership is not known after diligent and reasonable efforts have been made by an Animal Welfare Officer to determine ownership of such animal, such animal, will be impounded immediately. In the case of unclaimed animals that has bitten a person, such animals should be humanely euthanized and taken to a veterinarian for removal of the head for submittal to the state department of health for rabies examination. The final decision for animal destruction, quarantine, or other disposition of any animal other than a dog, cat or ferret that bites a person, or otherwise potentially exposes a person to rabies shall be determined by the health officer of the city.

c) In the case of an animal that has bitten a person and the ownership of such animal is known to an Animal Welfare Officer but the owner refuses to have the animal quarantined as required by subsection (a) of this section, the Animal Welfare Officer will direct the owner of such animal to have the animal quarantined as provided in subsection (a) of this section. If the owner refuses or does not

have the animal quarantined within 24 hours from the time of the bite incident, the Animal Welfare Officer will issue a citation for failure to quarantine. Immediately thereafter, the Animal Welfare Officer will file a petition in municipal court for a show cause order directing the owner of such animal to appear in municipal court and show why such animal should not be quarantined. The show cause hearing will be held within two city business days (or as soon as possible thereafter) and the court will determine the disposition of such an animal.

d) During quarantine and testing procedures, the procedures for determination of a Dangerous Dog will commence in accordance with Article II of this chapter.

Sec. 10-52. Responsibility for costs incurred.

Payment of fees incurred for daily boarding, euthanasia, preparation and transport of specimens for laboratory testing, or any other costs incurred to comply with section 10-51 shall be the responsibility of the person or entity owning, keeping, or harboring the animal.

Sec. 10-53. Killing or removing rabid animal prohibited.

a) No person shall kill or cause to be killed any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, except as provided in this article, or remove the animal from the city limits without written permission from the health officer of the city.

b) The carcass of any dead animal exposed to rabies shall upon demand be surrendered to the animal welfare officer.

c) The health officer of the city shall direct the disposition of any animal found to be infected with rabies.

d) No person shall fail or refuse to surrender any animal for quarantine or destruction when demand is made by an animal welfare officer or police officer. Such refusal shall be deemed an offense.

e) Exception. If the animal is perceived as an eminent threat to a human or other animal in which case the killing of any the animal in defense would be permitted. However, the carcass of the animal may not be removed from the city limits without written permission from the Public Health Officer of Sequoyah County or the Animal Welfare Officer.

Sec. 10-54. Reports of bite cases—Report by veterinarian.

a) It is the duty of every physician, veterinarian or other practitioner to report to the animal welfare division the names and addresses of persons treated for bites inflicted by animals, together with such other information as will be helpful in rabies control.

b) It is the duty of every licensed veterinarian to report to the animal welfare division any diagnosis of an animal observed to be a rabid suspect.

Sec. 10-55. Records.

The animal welfare supervisor shall keep or cause to be kept:

a) An accurate and detailed record of the impounding and disposition of all live animals, fowl and domestic birds coming into his custody and all dead dogs or cats picked up that possess rabies tags or city license; and

b) An accurate and detailed record of all bite cases reported to the city, with a complete report on the investigation of each case.

Sec. 10-56. Exemptions from article.

a) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals and animal shelters are exempt from the provisions of this article, except where duties are expressly stated.

Secs. 10-57—10-90. Reserved.

ARTICLE IV. KENNEL AND ENCLOSURE REQUIREMENTS ; BIRDS AND BEES

Sec. 10-91. Domestic birds, fowl, birds of prey and bees; definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Birds shall refer to all named, unnamed and referenced feathered vertebrates.

Birds of prey shall mean those feathered vertebrates that are known also as Raptors which primarily are carnivorous and feed wholly or chiefly on meat taken by hunting or on carrion. Examples are, but not limited to, the Hawk, Falcon, Owl or Vulture or varieties thereof.

Colony shall refer to the bees and the hive as a whole.

Domestic birds shall be those feathered vertebrates most commonly kept within the confines of the interior of the home or dwelling. Examples are, but not limited to, the Birds of Paradise, Pigeons, Parakeet, Parrot, Finch and the Cockatiel or varieties thereof.

Enclosure shall mean the fenced in area in the rear of the property (in Residentially Zoned Districts as fenced areas may be in the front of properties in Agriculturally Zoned Districts) in which the animals may roam, play, exercise, etc but be kept from leaving the property

Fowl shall mean those feathered vertebrates most commonly kept outside, as within a farm environment and which are usually raised for consumption and or egg production. Examples are, but not limited to, the chicken, guinea, duck, goose, turkey or varieties thereof.

Hive shall mean the enclosure of which bees are housed or occupy.

Keeper shall mean the caretaker, caregiver, owner or occupant in charge of all mentioned animals or insects in this section.

Shelter shall mean the same as cage, coop, pen, chicken house or mew.

Sec. 10-92. Kennel facility standards; space requirements; exceptions.

a) A kennel license is required for any residence that has more than a combination of five (5) pets in a residentially zoned district and does not meet the definition of commercial breeder (see Sec 10-1).

b) All kennels within the city must be registered with the city, pass an annual inspection (to confirm that facilities adhere to this section and that animals are healthy), and pay the annual fee for such license as per the master fee schedule.

c) All kennels within the city limits shall meet the following minimum standards:

1. The kennel floor shall be made of at least four inches thick concrete, with a smooth surface which shall have one-quarter inch of slope per foot of fall for drainage and enclosed by chain link material of at least ten (10) gauge. The drainage shall slope to a cleanout gutter, and all drains shall be connected to the sanitary sewage line.

2. Sleeping area for the animals shall be protected from the weather, and each lounging area shall be individually enclosed by chain link material of at least ten (10) gauge and accommodate animals as below:

Width	Length	Height	Accommodation for
4 ft.	6 ft.	6 ft.	Lounging area for 1 large dog, or 2 medium dogs, or 3 small cats
4 ft.	6 ft.	6 ft.	Sleeping area for 1 large dog, or 2 medium dogs, or 3 small dogs or cats

*The kennels for cats shall be completely enclosed

3. For the purpose of defining kennel space only, small-size dogs shall be defined as any dog weighing 25 pounds or less; medium-size dogs shall be defined as any dog between 25 and 50 pounds; large-size dogs shall be defined as any dog in excess of 50 pounds.

4. There shall be at least one cage which must be completely enclosed to house female dogs in heat, if necessary.

5. Outdoor recreational space will be a minimum of 1000 square feet of enclosed (minimum 6' fence) space. Areas controlled by an underground wire or proximity fences do not constitute an enclosure.

6. For a home to be considered as an alternative to kennels, the square footage of indoor climate controlled "common areas" (not including bedrooms, bathrooms, kitchens, or garages) * .2 (giving 20% of the space to the animals and 80% to humans and furniture) must allow for a number of square feet per animal (in the table below).

The equation is $\text{xxxxsqft} * .2 = \text{yyyyy} / A$ (# of sqft for size of animal) = max # of animals permitted for the space.

Size animal	Required indoor space for Kennel License (A)
Large dog	100 sqft
Medium Dog	50 sqft
Small Dog/ Cat	30 sqft

For example, if the living room, dining room and family room square footage is 3000 sqft, then a permit for a maximum of 6 large dogs could be issued.

d) All Kennels in any zoning districts will be subject to the nuisance requirements per Sec 10-3. Licenses may be revoked and pet population directed to be reduced as part of abatement proceeding, regardless if the license is current or not.

e) Any Kennel, previously licensed (up for renewal), currently licensed, or new application, that doesn't meet the requirements of this section may have their licenses either revoked, not renewed or denied and punitive action and/or abatement may become necessary to reduce the number of pets to the residential limit.

f) If a current/unexpired license is revoked, fees will not be prorated and returned but will be considered forfeit to the City in addition to any punitive actions taken.

g) Exceptions: Kennels operated and maintained by licensed veterinarians; commercial pet stores where all animals are kept within the establishment; show kennels where the animal's housing is under the roof or physically attached to the owner's home; animal shelters.

Sec. 10-93. Regulations applicable to institutions, hospitals, pet shops, and animal shelters.

Animals kept in medical laboratories or educational institutions for medical research, or in veterinary hospitals for treatment, or in pet shops for resale, or in animal shelters shall be kept under sanitary conditions with adequate food, water and shelter.

Sec. 10-94. Cumulative effect of article.

This article shall be cumulative of all other sanitary ordinances or regulations of the city unless in conflict with the terms of such ordinances and regulations, in which case the terms of this article shall prevail.

Sec. 10-95. Keeping of domestic birds, birds of prey and fowl in Residentially Zoned Districts

a) The housing and keeping of domestic birds shall be in such a manner as not to create a nuisance.

b) Every keeper of domestic birds shall confine the same in an enclosure (coop and outdoor space) sufficient to prevent their being at large and shall provide a shelter area of sufficient size to be conducive to good sanitation practices, no more than one fowl per ten square feet of combined coop and outdoor space. All enclosures shall closed at the top to prevent their being at large and to protect them from predators.

c) All birds of prey shall be kept in an enclosure designed to house no more than one bird of prey per 50 square feet.

d) Enclosures shall be in the rear yards only.

e) The enclosure shall be situated so that no part shall be any closer than 50 feet to the dwelling quarters of any person other than the owner or custodian of such animals or a food service facility.

f) The enclosure shall be constructed in a manner for ease of cleaning. Runoff from an enclosure shall not be directed to a stream, drainage ditch or water course of any type.

g) Roosters are not permitted in residentially zoned areas and are subject to nuisance enforcement in agricultural zones.

Sec. 10-96. Beekeeping.

Beekeeping shall be allowed in the A-1 or A-2 agricultural zone only:

1. The density of colonies on any lot may not exceed one colony of bees for each 2,500 square feet of rear yard area;

2. Colonies shall not be located within 35 feet of any property line.

a. The beekeeper shall maintain water sources on his lot for his bees during all the

time bees fly from the hive;

b. All colonies shall be maintained in moveable frame hives, and mature colonies shall be housed in two full depth brood chambers; and

c. Each beekeeper is encouraged to register his beekeeping operation with the state board of agriculture (ODAFF).

Secs. 10-97—10-120. 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 forces 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.

This Ordinance shall be effective September 1, 2025.

PASSED AND APPROVED this 10th day of July, 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: July 10, 2025
Board: Board of City Commissioners
Subject: Detachment ordinance for a single parcel from the city limits for review and possible approval

ITEM TITLE: Discussion and possible action on Ordinance No. 2025-13; *An Ordinance Amending The Code Of Ordinances Of The City Of Sallisaw, Oklahoma By Establishing A New Section 175, In Chapter 102, Article III, Detachment, By Establishing Guidelines Providing For The Detachment Of A Single Parcel From The Corporate Limits Of The City Of Sallisaw, Oklahoma And Establishing Conditions For Approval; Establishing An Effective Date; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: This is a new ordinance that establishes the process and the considerations for decisions by the board.

EXHIBITS: 1. Ordinance 2025-13 - Detachment

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2025-13.

ORDINANCE NO. 2025-13

An Ordinance Amending The Code Of Ordinances Of The City Of Sallisaw, Oklahoma By Establishing A New Section 175, In Chapter 102, Article III, Detachment, By Establishing Guidelines Providing For The Detachment Of A Single Parcel From The Corporate Limits Of The City Of Sallisaw, Oklahoma And Establishing Conditions For Approval; Establishing An Effective Date; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification

WHEREAS, the City of Sallisaw recognizes that under certain circumstances, it may be in the public interest to allow for the detachment of territory from its municipal boundaries; and

WHEREAS, the Board of City Commissioners desires to establish clear and consistent guidelines and procedures governing such detachments, in accordance with Oklahoma state law;

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

SECTION 1. DEFINITIONS.

For purposes of this Ordinance:

- Detachment or De-annexation means the removal of territory from within the corporate limits of the City.
- Petitioner means a property owner or group of owners requesting detachment of their property.
- Commission means the Board of City Commissioners of the City of Sallisaw.

SECTION 2. PREREQUISITES AND CONDITIONS FOR DETACHMENT. The Board of City Commissioners shall only consider a detachment request if all of the following conditions are met:

A. Petition Requirements - The request is submitted per Section 3.

B. Geographic and Service Considerations :

The detachment shall not create an unincorporated island completely surrounded by city territory. - The parcel is contiguous to the existing municipal boundary at the

time of detachment. - The detachment shall not compromise the City's ability to serve adjacent properties or impair critical infrastructure such as roads, utilities, or emergency services.

"Only land which is within the limits of the municipality and upon its border and not laid out in lots and blocks, or land which had been annexed to a municipality, may be detached by petition"- 11 O.S. § 21- 110

C. Utility and Infrastructure Requirements. If the property is currently served by City electric, water, sewer, or sanitation, the petitioner must demonstrate:

- Alternative access to services exists or will be arranged (e.g., well/septic).
- All municipal utility accounts are paid in full.
- Utility connections will be disconnected or transferred in compliance with local policy.

D. Land Use and Planning Consistency.

- The detachment must not conflict with the City's adopted comprehensive plan, growth boundaries, or zoning goals.
- Any zoning or development approvals granted by the City prior to detachment shall be nullified unless otherwise agreed upon in writing.

E. No Ongoing Violations - The property must be free from unresolved code enforcement actions, litigation, or special assessments imposed by the City.

F. Public Interest Determination. The Board of City Commissioners must determine that the detachment is in the public interest, including:

- No measurable adverse financial or service impact on the City to include being encumbered by City debt, bonds or special assessments (unless a provision is proposed for payment).
- No loss of continuity for public improvements (roads, trails, sidewalks).
- The request does not encourage fragmented land use or create a precedent detrimental to community cohesion.

G. Timeliness. A property owner whose petition is or has been denied may not refile a petition for detachment for the same property for a period of 12 months, unless significant circumstances have changed.

SECTION 3. PROCEDURE FOR DETACHMENT

A. A proposal to detach is presented in the form of an ordinance of the governing body or a petition requesting detachment, signed by at least three-fourths (3/4) of the registered

voters and by the owners of at least three-fourths (3/4), in value, of the property to be detached, is filed with the governing body.

1. For petitioners, a true and complete unsigned copy of the petition requesting detachment shall be filed with the City Clerk before it is circulated and signed by at least three-fourths (3/4) of the registered voters and by the owners of at least three-fourths (3/4), in value, of the property to be detached;
2. Signed copies of the petition requesting detachment shall be filed with the City Clerk within ninety (90) days after the initial filing of the unsigned copy with the clerk; and
3. Notice of the filing of the signed petition requesting detachment with the City Clerk shall be given in the same manner provided for petitions requesting annexation

B. The City Clerk shall schedule the matter for public hearing before the Commission within 10 days following publication.

C. Written notice of the public hearing shall be mailed to:

- The petitioner(s),
- All property owners within 300 feet of the property proposed for detachment,
- Any affected utility service providers.

D. Notice shall also be published in a newspaper of general circulation at least 15 days prior to the hearing.

SECTION 4. EFFECT OF DETACHMENT If granted:

- The City shall cease provision of all municipal services to the property on the effective date.
- The parcel shall no longer be subject to City ordinances, taxes, zoning, or jurisdiction.
- A certified copy of the ordinance shall be filed with the Sequoyah County Clerk and the Oklahoma Tax Commission – Ad Valorem Division.

SECTION 5. DECISION AND EFFECTIVE DATE.

A. The Board of City Commissioners may approve, deny, or approve with conditions any petition for detachment.

B. If approved, the Board of City Commissioner shall adopt an ordinance formally detaching the property.

C. The detachment shall become effective thirty (30) days after passage upon meeting the publication requirements and upon the filing of the ordinance with the County Clerk and any other state agencies as required by law.

SECTION 7. SEVERABILITY

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said hold shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 8. REPEALER

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

SECTION 9. CODIFICATION

The City Clerk is hereby directed to enter and amend the Sallisaw Code of Ordinances by adding new Section 175, Article III, Chapter 102, Zoning, in its appropriated place to the Sallisaw Code of Ordinances, as authorized and approved by this Ordinance.

Section 102-176-102-200. – Reserved.

Passed as Approved this 10th day of July 2025.

City of Sallisaw, Oklahoma

By: _____

Ernie Martens, Mayor

Attest:

Kim Jamison, City Clerk

Approved as to Form:

Jordan Pace, City Attorney

PETITION FOR DETACHMENT (TO BE SUBMITTED BY PROPERTY OWNER)

TO: Board of City Commissioners, Sallisaw, Oklahoma

I, the undersigned, respectfully petition the City of Sallisaw to detach the property described below from the municipal boundaries:

- Legal Description: _____
- Parcel ID: _____
- Physical Address: _____

I certify that I am the sole owner of the property, and a qualified elector registered at this address (if residential).

I understand that detachment may result in the termination of City services and release from City ordinances, and that the decision rests solely with the City Council.

Signature: _____

Printed Name: _____

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Fuel Tank

ITEM TITLE: Discussion and possible action on Purchase Order No. 105971, issued to Spatco Energy Solutions of Ft Smith, Arkansas, in the amount of \$240,396.77 for removal and replacement of two (2) fuel tanks located at Equipment Maintenance

INITIATOR: Superintendent - Equipment Services

STAFF INFORMATION SOURCE: Quote
Superintendent - Equipment Services

BACKGROUND: The existing 10,000-gallon and 6,000-gallon tanks will be excavated, removed and disposed of. They will be replaced with two (2) ACT-100 Fuel Tanks. We requested quotes and received one from Spatco, whom we have worked with previously. Rebel Services advised that they only install/work on above-ground fuel tanks. We were unable to identify another company.

EXHIBITS: 1. Spatco2

KEY ISSUES: The current fuel tanks were installed in February 1992.

FUNDING SOURCE: Fuel Tanks - GL #030-404-57710; \$250,000.00 was budgeted.

RECOMMENDATION: Approval of Purchase Order # 105971 in the amount of \$240,396.77.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 7/7/25	Date of Quotation 7/7/25	Date of Quotation
Department Number: 404- Fleet	Department Number: 404- Fleet	Department Number:
Vendor Name / Number SPATCO Energy Solution # 7068	Vendor Name / Number Rebel Services # 7097	Vendor Name / Number
Address	Address	Address
City Fort Smith	City Ripley	City
State AR Zip 72901	State MS Zip 38663	State Zip
Phone 479-648-1601	Phone 662-512-0219	Phone
Item (s) Fleet Maintenance Facility Underground Fuel Tanks - Install	Item (s) Fleet Maintenance Facility Underground Fuel Tanks - Install	Item (s)
Quantity (2)	Quantity (2)	Quantity
Price each \$238,221.77	Price each unable to provide scope of work.	Price each
Est. Freight \$2,175.02	Est. Freight 0	Est. Freight
Total Cost \$ \$240,396.77	Total Cost \$ unable to provide scope of work.	Total Cost \$
Quote Expiration Date 2 weeks	Quote Expiration Date /	Quote Expiration Date
Quotes Obtained By: G. Martin	Quotes Obtained By: R. Sizemore	Quotes Obtained By:
GL Budget Line 030-404-57710 \$250,000. Budgeted	GL Budget Line 030-404-57710 \$250,000. Budgeted	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 105971 / 7/8/25	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

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



Ship-to Address
CITY OF SALLISAW
111 NORTH ELM
SALLISAW OK 74955

Bill-to Address
CITY OF SALLISAW
ATTN: GENE MARTIN
918-315-0940
PO Box 525
SALLISAW OK 74955

Quotation

Number	20102285
Date	Jul 7, 2025
Reference Number	REV 1 7/7/25
Customer Number	1053394
Valid from	Jul 7, 2025
Valid to	Jul 22, 2025
Sales Person	257, James, Cliff
Sales Office	0058, Fort Smith

Currency USD

Conditions:

Terms of Payment: Net 30
Terms of Delivery: FOB SHIPPING POINT

Contact: Cliff James - Petroleum Sales Representative
Mobile: (479) 226-2050 Office: (479) 648-1601
cliff.james@spatco.com - www.spatco.com

Item	Item Detail
10	Material: INSTALLATION PRICE Installation - Contract Price <u>SPATCO ENERGY SOLUTIONS Scope of Work:</u> ACQUIRE NECESSARY PERMITS. EXCAVATE, REMOVE AND DISPOSE OF EXISTING 10,000-GALLON AND 6,000-GALLON UST'S AND ASSOCIATED PIPING. EXCAVATE PIPE TRENCHES. TAKE SOIL SAMPLES. SET EXITING FUELMASTER AND BOTH SUCTION PUMPS OFF OF THE EXISTING ISLAND AND REMOVE ISLAND. PROVIDE AND INSTALL (2) ACT-100 DW FUEL TANKS. PROVIDE (4) ELECTRICAL CIRCUITS FROM THE BUILDING TO THE FUEL ISLAND APPRXIMATELY 50 FEET. BACKFILL TANK HOLE. PROVIDE AND INSTALL CONCRETE FOR ISLANDS, TRENCHES AND TANK TOP.

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Toll Free (800) 4-SPATCO (800) 477-2826 Fax 704-599-7700
www.spatco.com

Item		Item Detail		
		PIPE FROM NEW TANKS TO SUCTION PUMPS APPROXIMATELY 50 FEET AWAY. INSTALL UDC'S AND STAND-ALONE SUMP SENSORS. PROVIDE AN INSTALL FUEL ISLAND AND RE-INSTALL EXISTING PUMPS AND FUELMASER. PURGE, CALIBRATE AND TEST SYSTEM. NOTES: BACKFILL WITH EXISTING CLEAN EXCAVATED SOILS. ANYTHING OUTSIDE OF THIS SCOPE OF WORK WILL REQUIRE A CHANGE ORDER. IF CONTAMINATED SOIL IS FOUND, WORK WILL STOP AND A CHANGE ORDER FOR REMEDIATION WILL BE REQUIRED BASED UPON THE STATE'S REQUIREMENT FOR CLEAN UP. Quote is good for 30 days. Due to the volatility of the market, material costs may increase before construction begins. If this is the case, a change order will be required.		
	Quantity	UOM	Price	Extended price
	1	EA	157,515.81	157,515.81
20	Material:	INSTALLATION PARTS	Installation - Contract Parts	
	Quantity	UOM	Price	Extended price
	1	EA	23,685.96	23,685.96
30	Material:	TUG1014322	10k Double Wall UST	
	10000 Gal. Horizontal Double Wall ACT100-U UST -Primary Tank - Diameter 96.00" X Length 323.52" -Secondary Tank - Diameter 96.40" X Length 323.92" Includes: (6) 5" Tank Flange (6) Bushing 5 x 4 Nylon (1) Internal Monitor Well (1) 8in x 8in Striker plate (4) Polyester Hold-Down Straps (1) 30-year warranty Tank Exterior is Sandblasted and Coated with minimum 70 mils 100% Solids Polyurethane. Actual freight charge may change at time of shipment.			
	Quantity	UOM	Price	Extended price
	2	EA	28,510.00	57,020.00
Items Subtotal				238,221.77
Estimated Tax				0.00
Estimated Freight				2,175.00
Quotation Amount				240,396.77

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Date: _____

Customer (Signature): _____

Customer (Print): _____

Randy Sizemore

From: Mitch McCoy <mitch@rebelservices.net>
Sent: Monday, July 7, 2025 3:18 PM
To: Randy Sizemore
Subject: RE: City of Sallisaw - Fleet Maintenance Fuel Tank Replacements

I've got it and I am sending it up the chain. Thank y'all for the call and interest in our company. Someone will be giving you a call back. I will keep a check on it.

Thanks,
Mitch

From: Randy Sizemore <rsizemore@sallisawok.org>
Sent: Monday, July 7, 2025 2:25 PM
To: Mitch McCoy <mitch@rebelservices.net>
Cc: Gene Martin <gmartin@sallisawok.org>
Subject: City of Sallisaw - Fleet Maintenance Fuel Tank Replacements

Mitch,

Thanks for taking my call.

Attached is a scope of work from SPATCO. It is our wish to give Rebel Services an opportunity to also put in a quote on this work.

Rebel Services has worked well with us in the past at our municipal airport.

I have also included Gene Martin, our fleet maintenance superintendent on this email.

Thank you,
Randy Sizemore | Purchasing Agent | City of Sallisaw
P.O. Box 525 | 115 E. Choctaw Ave. | Sallisaw OK 74955
Desk: 918-790-7123
rsizemore@sallisawok.org | www.sallisawok.org



Randy Sizemore

From: Cody <Cody@rebelservices.net>
Sent: Tuesday, July 8, 2025 9:14 AM
To: Randy Sizemore
Cc: Mitch McCoy
Subject: Underground Storage Tanks

Mr. Randy,

Unfortunately we do not perform any work/installation on any Underground Storage Tanks and/or Underground Fuel Piping. We maintain an expertise in installing/servicing Aboveground Storage/Fueling Systems for Aviation equipment. We are very happy you reached out to us and hope that you keep us in mind for any future projects.

Sincerely,
Cody James

Cody James
Construction Management
(662) 512-0219 (office)
cody@rebelservices.net



5901 Hwy 4 West
Ripley, MS 38863
(662) 882-3144 (mobile)
www.rebelservices.net

AVIATION FUELING EQUIPMENT SALES, SERVICE AND INSTALLATION

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

AGENDA ITEM COMMENTARY

Meeting Date: July 10, 2025
Board: Board of City Commissioners
Subject: Extend Stay

ITEM TITLE: Possible action to extend stay on Case #02-25-2C, Condemnation of Dilapidated Structure for 2412 East Cherokee Avenue (Old Ed's Truck Stop)

INITIATOR: Mr. Jerel Driscoll - Real Estate Agent

STAFF INFORMATION SOURCE: Mr. Jerel Driscoll

BACKGROUND: Per Code Enforcement - The property sale is not complete.

5/6/25 - Update from Mr. Driscoll
The truck stop sale is still pending. Building is secure.

4/3/25 - Update from Mr. Driscoll:
The truck stop hopefully will close the same day, not a 100% on that one? But the building has been secured!!

Info presented at the 2/10/25 meeting. Mr. Driscoll has requested a stay for the condemnation of dilapidated structures from the February 10th meeting. Both properties are under contract. This stay will allow the purchase to proceed and give the new owners an opportunity to develop/present a plan to remediate the conditions. Mr. Driscoll and the potential buyers plan to be at the meeting to answer any questions.

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approve extended stay until August 11, 2025, or September 8, 2025, meeting.

ADMINISTRATIVE REPORTS

Meeting Date:	July 10, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- August 11th - Regular Meeting
- August 18th - Special "joint" meeting with Planning Commission and Olsson for a Leadership Workshop 6:30-8:30
- August 19th - CMP Internal (8:30-2:00) & Visioning Workshop (4-5:30)
- Sep 8th - Regular Meeting
- Sep 24th-25th - CMP Planning Charrette--Stakeholder meetings 9-12 (24th) and 3-4:30 (25th) with Public Open House 6-7:30 (25th)

City Manager Reports:

- Road work has begun. Milling started on Monday and overlay began today. Weather dependent, work should be done around the city for next several weeks.
- AMI Water Meters--installing the 1800 we have; procuring a limited number of smaller meters. Electric Meters are going to be installed in the coming weeks.
- Pool project is moving along on schedule, splash pad "foundation" has been redone. The first try was not a quality effort. We are at the "punch-list" phase of the concession stand and other buildings.
- Skate Park--we will begin the process to get that design to 100% 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.
- Auction targeted for September TBD; excess property documentation coming in August.
- Property Insurance--our provider of over 30 years has dropped us and we have switched to OMAG saving the city approximately 160K\$ this year.

City Projects:

- The Kayaks are coming. We "should" be on the schedule for delivery this month.