

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

September 8, 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. Retiree watch presentation to Ted Capps**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Consent agenda**
 - (a) Possible action on minutes of regular meeting of August 11, 2025, and special meeting of August 18, 2025
 - (b) Possible action on Invoice Paid Report for August 2025
 - (c) Acknowledge Mayor's reappointment of Brady Bauer to the Sallisaw Planning Commission, for a three (3) year term expiring October 2028
- 7. Discussion and possible action on any item removed from the consent agenda**

- 8. Discussion and possible action on Memorandum of Agreement between the City of Sallisaw and the Independent School District No. I-001 of Sequoyah County, Oklahoma to establish terms and conditions for joint use of the concession stand and associated facilities**
- 9. Discussion and possible action on grant applications and engineer items related to the JSV Runway Pavement Rehab Project; these are all pending receipt of the grant offer and/or acceptable Independent Fee Estimate (IFE) results**
 - (a) Possible action on FAA Grant (Grant No. 3-40-0083-022-2025), Application for Federal Assistance
 - (b) Possible action on the Oklahoma Department of Aerospace and Aeronautics State Grant Application
 - (c) Possible action on Work Order No. 3 to the Master Agreement for Professional Services with Garver, LLC in the amount of \$158,600.00
 - (d) Possible action to authorize the City Manager to sign all necessary documents related to this project
- 10. Discussion and possible action on items related to the JSV Runway Pavement Rehab Project at the Sallisaw Municipal Airport; pending receipt of grant offer and/or acceptable Independent Fee Estimate (IFE) results**
 - (a) Possible action to accept bids received for the JSV Runway Pavement Rehab Project
 - (b) Possible action on Notice of Award and Contract to Emery Sapp & Sons, Inc. of Springdale, Arkansas in the amount of \$1,989,240.88.00 and Authorize Garver, LLC to execute any necessary documents upon receiving approval from City Attorney
 - (c) Possible action to authorize the City Manager to sign any additional documents in the future if necessary
- 11. Discussion and possible action on Ordinance No. 2025-15; *An Ordinance Amending The Code Of Ordinances By Establishing And Adopting A New Article VI Of Chapter 82, Planned Unit Development (PUD), To The City Of Sallisaw Code Of Ordinances, Establishing A Fee and Establishing an Effective Date***

- 12. Discussion and possible action on City of Sallisaw Administrative Policy 2.006.00, Revision 3, Utility Customers with Medical Concerns**
- 13. Discussion and possible action on request to rescind council's action of June 9, 2025, declaring the property at 805 S. Walnut Street a public nuisance and directing staff to abate the nuisance**
- 14. Discussion and possible action to accept utility easements and right-of-way acquired by Aviagen, LLC for the extension of a City water line to support the new feed mill expansion on South Cedar**
- 15. Discussion and possible action on Planning Commission Case No. PC2025-005; rezoning request from Neighborhood Shopping District (C-2) to Residence District (R-2) by Vincent and Betty Pierce and Ordinance 2025-16; *An Ordinance amending the Zoning Map of Sallisaw and Declaring an Emergency***
- 16. Discussion and possible action on Planning Commission Case No. PC2025-006; plat presentation of Prairie Sky Phase II by Sallisaw Apartment Partners, LLC.**
- 17. Discussion and possible action on Ordinance No. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY**
- 18. Discussion and possible action on Ordinance 2025-18; AN ORDINANCE AMENDING CHAPTER 78 OF THE SALLISAW CODE OF ORDINANCES BY ADDING SECTION(S) 78.13 THROUGH 78.17 TO ARTICLE I OF CHAPTER 78, TO ESTABLISH REGULATIONS GOVERNING ON-STREET PARKING RESTRICTIONS, SIGNAGE, ENFORCEMENT, PENALTIES, AND EXCEPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE**
- 19. Receive update on current and future projects**
- 20. Receive update on the financial status of the city and activities of the finance department**

21. Administrative reports

22. Adjourn

Posted: SEPTEMBER 5, 2025

Time: 12:55 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
AUGUST 11, 2025

The Board of City Commissioners met in a regular meeting on August 11, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on August 7, 2025, at 3:00 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, Keith Miller, Ben Spyres, Chris Carter, Clint Smith, Gene Martin, John Weber, Blakley Smith, Caleb Dotson,	City Manager City Attorney City Clerk Director of Finance Building Development Director Computer Technician Senior Code Inspector IT Manager Director - Equipment Services Captain Director - Electric Patrolman
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Others present:	Lynn Adams; Austin Carrigan; Tim Foote; Michael M. Hogan; Daren Fowler; Philip Gay; Pamela Gay; Jeannie Richardson; 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. Discussion and possible action on removal of any item from the consent agenda

None.

5. Consent agenda

a Possible action on special minutes of July 10, 2025

b Possible action on Invoice Paid Report for July 2025

c Possible action on Lease Agreement between DOC Services Inc. and the City of Sallisaw

d Acknowledge Mayor's reappointment of Devin Guthrie to the Airport Advisory Board, for a Three (3) year term expiring September 2028

Motion was made by Moody, seconded by Bailey, for approval of the Consent Agenda.

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

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

None.

7. Discussion and possible action on transferring the Certificate of Title for one (1)

1997 Ford Fire Truck with equipment, VIN1FDKF38GXVEA86871, to Central Fire Department

Motion was made by Moody, seconded by Hamilton, to authorize transfer of Certificate of Title on 1997 Ford Fire Truck with equipment to Central Fire Department. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

8. Discussion and possible action on Purchase Order No. 106233, issued to Joe Cooper Chevrolet of Yukon, Oklahoma, in the amount of \$109,560.00 for the purchase of two (2) 2025 Chevy 1500 Tahoe 4WD for the Police Department

Motion was made by Hamilton, seconded by Mendiola, for approval of Purchase Order No. 106233 issued to Joe Cooper Chevrolet of Yukon in the amount of \$109,560.00.

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

9. Discussion and possible action on Purchase Order No. 106232, issued to Sequoyah Screen Print of Sallisaw, Oklahoma, in the amount of \$29,838.54 for upfit of the new patrol units

Motion was made by Hamilton, seconded by Moody, for approval of Purchase Order No. 106232 issued to Sequoyah Screen Print in the amount of \$29,838.54. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

10. Discussion and possible action on staff's request to declare certain vehicles, equipment, appliances, and materials as surplus for the purposes of conducting an auction

Motion was made by Moody, seconded by Hamilton, for approval to declare the list of items as surplus for the purposes of conducting an auction. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

11. Discussion and possible action on Ordinance No. 2025-14; *An Ordinance Adding Section 102-262 To Chapter 102, Article IV, Division 4 And Adding Section 102-292 To Chapter 102, Article IV, Division 5 Of The Sallisaw Code Of Ordinances By Permitting Specific Use Businesses In Residential Zones Within The City Of Sallisaw, Oklahoma By Establishing Conditions And Limitations; Including A Severability Clause; Repealing All Conflicting Ordinances; Providing For Codification*

Motion was made by Mendiola, seconded by Moody, for approval of Ordinance No. 2025-14. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

12. Discussion and possible action on Resolution No. 2025-12; *A Resolution of City of Sallisaw (employer name) Casting a Vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to Fill the Expiring Term of District 2 Trustee Representing the Entire Membership*

Motion was made by Hamilton, seconded by Moody, for approval of Resolution 2025-12. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

13. Discussion and possible action on Purchase Order No. 106278, issued to Storm Sirens, Inc. of Norman, Oklahoma, in the amount of \$36,930.00 for the purchase of one (1) Sentry Model 14V-B Stationary Warning Siren with Two-Way Fiber Optic Control

Motion was made by Bailey, seconded by Mendiola, for approval of Purchase Order No. 106278 in the amount of \$36,930.00. Vote: Bailey aye; Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

14. Discussion and possible action on City of Sallisaw Administrative Policy Number: 7.005.00, Revision 2, Water Leak Adjustment Policy

Motion was made by Bailey, seconded by Moody, for approval of Administrative Policy Number 7.005.00, Revision 2, Water Leak Adjustment Policy. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

15. Discussion and possible action on Planning Commission Case No. PC2025-002; Replat of Fairview Addition by 55 Properties, LLC

Motion was made by Moody, seconded by Hamilton, to send back the Planning Commission to revisit, especially the parking issues, and directed staff to create Ordinances pertaining to standards for gravel roads and on-street parking. Vote: Moody aye; Hamilton aye; Bailey nae; Mendiola aye; Martens aye. Motion carried 4-1.

16. Discussion and possible action on Planning Commission Case No. PC2025-003; rezoning request from Residence District (R-2) to High Density Residential Housing District (RT-2) by 55 Properties, LLC. and Ordinance No. 2025-15; *An Ordinance Amending the Zonning Map of Sallisaw and Declaring an Emergency*

Motion was made by Moody, seconded by Hamilton, to send back to Planning Commission. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

17. Receive update on current and future projects

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

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

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

19. Administrative reports

The City Manager gave updates on: Meeting dates including the special meeting on August 18th; overlay project is complete; AMI; pool project; skatepark project; soccer fields; auction; kayaks.

20. Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0. The meeting ended at 6:43 p.m.

Approved the 8th day of September 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
AUGUST 18, 2025

The Board of City Commissioners, in conjunction with the Planning Commission, met in a special meeting on August 18, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on August 12, 2025, at 2:00 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Mayor
	Kenny Moody,	Member, Ward 1
	Julian Mendiola,	Member, Ward 3
	Brad Hamilton,	Member, Ward 4

Members absent:	Josh Bailey,	Member, Ward 2
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Staff present:	Brian Heverly,	City Manager
	Jordan Pace,	City Attorney
	Kim Jamison,	City Clerk
	Keith Miller,	Building Development Director
	George Bormann,	Economic Development Director

Planning Commission Members:	Tim Brown; Scott Looper; Brady Bauer; Crystal Sides; Matt Duke; Reece Bush; Beko Rivera
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Others present:	Shelby Ferguson; Lauren Hildreth
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1. Meeting Called to Order

Mayor Martens called the BOCC meeting to Order. The meeting began at 6:30 p.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Presentation and Discussion with Olsson Representative Regarding the City's Comprehensive Master Plan (CMP) Specifically Conduct of Visionary Session

Olsson met with the Board of City Commissioners and the Sallisaw Planning Commission to discuss the City's Comprehensive Master Plan (CMP). Olsson explained that the plan will be specifically tailored to Sallisaw and reflective of the community's needs and vision. They noted that various community engagement efforts, including public events and surveys, will be conducted to gather feedback for the plan's development.

Following this overview, the Board and Planning Commission participated in breakout working groups to provide input on priorities and goals for the future of Sallisaw.

* Commissioner Mendiola left at the meeting at 7:30 p.m.

4. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Martens aye. Motion carried 3-0. The meeting ended at 6:32 p.m.

Approved this 8th day of September, 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MEMORANDUM OF AGREEMENT

Between the City of Sallisaw, Oklahoma and Independent School District No. I-001 of Sequoyah County, Oklahoma

This Memorandum of Agreement (“Agreement”) is entered into by and between the City of Sallisaw, Oklahoma (hereinafter “City”) and Independent School District No. I-001 of Sequoyah County, Oklahoma (hereinafter “District”), collectively referred to as the “Parties.”

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the City and the District shall share joint use of the Perry F. Lattimore Stadium and Stanley H. Collins Aquatic Center Concession Stand and associated facilities (including restrooms and showers).

2. Ownership

The facility remains the sole property of the City of Sallisaw. Nothing in this Agreement shall be construed as transferring ownership or control of the facility to the District.

3. Term of Use

- City Use: From Memorial Day weekend through Labor Day weekend each year.
- District Use: From Labor Day weekend through Memorial Day weekend each year.

Sublet use by other organizations shall follow the same guidelines.

4. Utilities

The City shall be responsible for the payment of all utilities to the facility year-round.

5. Maintenance, Repairs, and Responsibilities

The Party with primary use of the facility shall be responsible for the following during its term of use, including any sublet users:

a. Repairs and Maintenance

- Hand dryers, baby changing stations, lockers, sinks, restroom stall dividers, toilets, mirrors, roll-up windows, roll-up door, and other ancillary items.
- Necessary structural repairs shall be made as soon as possible, with every reasonable effort to minimize disruption or impact to the Party with primary use.

b. Structure

- Block;
- Flooring;
- Paint;
- Trim;

- Gutters.

c. Replacement or Stocking

- Toilet paper;
- Light bulbs;
- Any other consumable used by the Party with primary use.

d. Repair of Appliances

- Ice machine;
- Freezer;
- Refrigerator;
- HVAC system.

e. Both Parties agree to joint inspections of the facility.

6. Improvements and Alterations

Any proposed building improvements, modifications, or installations must be submitted in writing (at least 15 days prior) and approved in advance by the City Manager of the City of Sallisaw, in coordination with the Superintendent of the District. Unauthorized modifications are prohibited.

7. Cabinet Assignments

Cabinets located within the facility shall be assigned to each Party for its exclusive use. Each Party shall be responsible for securing its assigned cabinets and for the contents stored within them.

8. Coordination

The Parties agree to maintain open communication and coordination regarding facility use, access, and maintenance to ensure smooth operation and transition of responsibilities between the City and District.

9. Term and Termination

This Agreement shall remain in effect until terminated by either Party upon 90 days' written notice to the other Party.

10. Entire Agreement

This document constitutes the entire Agreement between the Parties regarding joint use of the facility and supersedes any prior agreements, whether oral or written.

11. Amendments

This Agreement may be amended only in writing and with the mutual consent of both Parties.

Signatures

City of Sallisaw, Oklahoma

By: _____

Name: _____

Title: Mayor

Date: _____

Independent School District No. J-001, Sequoyah County, Oklahoma

By: Steve Barrett

Name: Barrett

Title: Superintendent

Date: 9/5/25

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
3-40-0083-022-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Sallisaw

*b. Employer/Taxpayer Identification Number (EIN/TIN):
73-6005410

*c. UEI:
MM31QEZB7HA8

d. Address:

*Street 1: 115 E. Choctaw
Street 2:
*City: Sallisaw
County/Parish: Sequoyah
*State: OK
*Province:
*Country: USA: United States
*Zip / Postal Code: 74955-4607

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Brian
Middle Name:
*Last Name: Heverly
Suffix:

Title: City Manager

Organizational Affiliation:

*Telephone Number: 918-790-7117

Fax Number:

*Email: bheverly@sallisawok.org

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvem

***12. Funding Opportunity Number:**

3-40-0083-022-2025

*Title:

Runway 17-35 Pavement Rehabilitation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Area affected includes Sallisaw Municipal Airport (JSV) in Sallisaw Oklahoma.

***15. Descriptive Title of Applicant's Project:**

Rehabilitate (mill and overlay) of Runway 17-35 and edge grading with edge lighting adjustment.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: OK-002

*b. Program/Project: OK-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 02/12/2025

*b. End Date: 08/01/2026

18. Estimated Funding (\$):

*a. Federal	\$ 2,219,421
*b. Applicant	\$ 58,407
*c. State	\$ 58,405
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 2,336,233

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Brian

Middle Name: _____

*Last Name: Heverly

Suffix: _____

*Title: City Manager

*Telephone Number: 918-790-7117

Fax Number:

* Email: bheverly@sallisawok.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has a current Airport Layout Plan (ALP) that has been approved by the local entities.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The project is located within the property limits owned by the sponsor shown on the airport property map.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

All property within the construction area is owned by the sponsor.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

All property within the construction area is owned by the sponsor.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	
2. Functional or Other Breakout:	3-40-0083-022-2025

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 692
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			181,700
5. Other Architectural engineering fees			
6. Project inspection fees			158,600
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement Base Bid			1,989,241
12. Equipment			
13. Miscellaneous (Independent Fee Estimate)			6,000
14. Subtotal (Lines 1 through 13)			\$ 2,336,233
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			
19. Federal Share requested of Line 18			2,219,421
20. Grantee share Local Match - 2.5%			58,407
21. Other shares State - 2.5%			58,405
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 2,336,233

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Match	58,407
h. TOTAL - Grantee share	\$ 58,407
25. Other Shares	Amount
a. State	58,405
b. Other	
c. TOTAL - Other Shares	\$ 116,812
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)
This grant utilizes FAA Discretionary funds at 95% participation. The State (ODAA) is assisting the Sponsor with the 5% local match at (2.5% ODAA / 2.5% Sponsor).

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Runway 17-35 Pavement Rehabilitation

AIRPORT: Sallisaw Municipal Airport (JSV)

1. Objective:

This project consists of a runway mill and overlay, edge grading, runway edge lighting adjustments, and pavement markings.

2. Benefits Anticipated:

This project will rehabilitate and extend the life of the runway pavement and increase safety by reducing FOD.

3. Approach: (See approved Scope of Work in Final Application)

The project will be completed by milling the existing runway asphalt pavement, performing crack repair, installing new asphalt pavement (overlay), performing edge grading (shoulder and RSA), adjusting runway edge lighting and installing new pavement markings.

4. Geographic Location:

On airport property, 17-35 Runway pavement.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Brian Heverly
115 E Choctaw Ave, Sallisaw, OK 74955
918-790-7117



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: City of Sallisaw, Oklahoma

Address: 115 E. Choctaw, Sallisaw, OK 74955

Location 2 (if applicable)

Name of Location: Sallisaw Municipal Airport

Address: 1700 S Kerr Blvd #1, Sallisaw, OK 74955

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☐ Yes ☐ No ☒ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-022-2025

Description of Work: Runway 17-35 Pavement Rehabilitation

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Oklahoma Department of Aerospace and Aeronautics

STATE GRANT APPLICATION

AIRPORT IMPROVEMENT



Oklahoma Department of Aerospace and Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City, Oklahoma 73102
Phone: 405-604-6900

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APPLICATION and AGREEMENT

AIRPORT IMPROVEMENT GRANT

OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS

110 N. Robinson Ave., Suite 200
Oklahoma City, OKLAHOMA 73102

State Project #: JSV-26-FS

Date: September 8, 2025

1. PROJECT INFORMATION

City of Sallisaw hereinafter referred to as the (Sponsor) hereby makes application to the Oklahoma Department of Aerospace and Aeronautics (Department) for State Funds for the purpose of aiding in financing a project (hereinafter referred to as Project) for the development of the Airport (hereinafter referred to as Airport) located 1 mile SW (direction) from the City/Town of Sallisaw, Sequoyah County, Oklahoma.

It is proposed that the Project shall consist of the following

(brief project description required):

This project consists of a runway mill and overlay, edge grading, edge lighting adjustments and pavement markings.

FUNDING	SPONSOR	STATE (DEPARTMENT)	FEDERAL	TOTAL PROJECT COST
SHARES	\$ 53,864.00 (2.5%)	\$ 53,863.00 (2.5%)	\$2,046,806.00 (95%)	\$2,154,533.00 (100%)

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

The above identified project is depicted on the Airport Layout Plan or Sketch (Exhibit A) and major project items listed on the Project Costs page (Exhibit B-2).

Revised November 21, 2023

2. FUNDING

2.1 Projects funded by State Only Grant

For state grants, the maximum level of participation for the Department shall not exceed 95 percent (95%) of "Total Eligible Project Cost." The airport sponsor is required to provide a minimum of 5 percent (5%) of the project funding for the airport sponsor matching share.

Projects funded by Federal and State Grant

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide half of the match that is required from the airport sponsor.

For FAA grants for projects identified in the Department's Airport Construction Program, the Department may provide supplemental state grant funding for project items. The maximum level of participation for the Department in such supplemental funding shall not exceed 95 percent (95%). The airport sponsor is required to provide a minimum of 5 percent (5%) of the supplemental project funding for the airport sponsor matching share.

For non-primary entitlement (NPE) grants or special federal earmarks not identified in the Department's Airport Construction Program, the Department will not provide half the match that is required from the airport sponsor. If NPE grant funds are transferred from other airport sponsors to an airport sponsor for a project identified in the Department's Airport Construction Program, the Department may assist with half of any required match from the receiving airport sponsor so long as it will save the Department state funds.

Projects funded by PREP

For funding directed to the Department as a part of the Preserving Rural Economic Prosperity (PREP) program or other similar state program created by the legislature for specifically identified site locations and infrastructure projects of a non-competitive nature within the Oklahoma Airport System the Department may provide funds at a 100 percent (100%) level.

Terminal Building Projects

For terminal building projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$1,000,000. The airport sponsor is required to provide a dollar-for-dollar airport sponsor matching

share for every dollar the Department provides. Remaining share to complete project could come from any available source.

Hangar Construction Projects

For hangar construction projects, the Department may provide funding via grant or loan.

(A) For state grants the Department's maximum cost-share level of participation shall not exceed forty percent (40%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

(B) For state loans the Department's maximum cost-share level of participation shall not exceed seventy percent (70%). The airport sponsor is required to provide a minimum 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

Fuel System Construction Projects

For fuel system construction projects, the Department's maximum cost-share level of participation shall be fifty percent (50%) and shall not exceed \$300,000. The airport sponsor is required to provide a minimum of 5 percent (5%) for the airport sponsor matching share. Remaining share to complete project could come from any available source.

- 2.2** The Sponsor shall submit an invoice on a monthly basis to the Department for the Department's share of the project cost as described in Section 2.1. The Department will process payment to the Sponsor for the amount that is justified with required supporting documentation. **The Department will not process any invoices until the Engineering Contract and Amendments, Resident Inspection Contract, and Acceptance Testing Contract (if required) has been submitted. In addition, a Construction Management Program (CMP) is required on all paving construction projects. Department staff reserves the right to request a CMP on other projects. The Department will also not process invoices that do not have the required documentation.** The required documentation consists of the following:

1. ODAA Partial Payment Request Form
2. Copy of the Federal Aviation Administration Invoice Summary (Projects funded by Federal and State Grant)

3. Copies of all vendor invoices.
4. Contractor's Application for Payment (State Form G702 or similarly adapted form)
5. Construction Quantities Report signed by the Engineer-of-record
6. Test invoices for the acceptance tests (8.10.6.3) performed in that period.

2.3 The Department will process payments until 90% of the actual project cost of the Department's share has been reached. The final 10% will not be released until:

1. The final acceptance test summary report (8.10.6.4) has been submitted to the Department.
2. The testing laboratory has submitted all acceptance test reports if requested by the Department.
3. If required by the specifications, a Percentage within specification limits report (8.10.6.5) with supporting computations has been submitted to the Department.
4. Final acceptance and project close-out documents have been submitted to the Department.
5. Copy of the final signed Federal Aviation Administration Outlay Report and Invoice Summary (Projects funded by Federal and State Grant)
6. FAA Grant Closeout Letter (Projects funded by Federal and State Grant)
7. A satisfactory Financial Report has been completed by the Department.

2.4 The Sponsor now has on deposit its share of the funding **(\$53,864.00)** in a designated account, for use in defraying the costs of the project.

2.5 Change Orders

As described in Oklahoma Administrative Code §25:15-1-4(h) and 25:15-1-4(g) the B-2 form lists line-item project costs that cannot be exceeded. During the course of the construction of a project, change orders and/or supplemental agreements may be necessary to increase or decrease bid or line-item amounts and quantities due to unknown or unforeseen circumstances. A change order and/or supplemental agreement shall be sent to the Department along with a request to amend the approved grant's B-2 line-item or bid item.

1. For change orders and/or supplemental agreements that will not increase the Department's overall share for the project the Director may approve such an amendment to the grant application. Change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the

reasons for the change order and/or supplemental agreement with such information as the Commission may require.

2. For change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project not to exceed Ten Thousand Dollars (\$10,000) the Director may approve such an amendment to the grant application. Such change orders and/or supplemental agreements approved by the Director shall be presented to the Commission at its next regular or special business meeting stating the reasons for the change order and/or supplemental agreement with such information as the Commission may require.
3. Change orders and/or supplemental agreements involving a total increase to the Department's overall share for the project in excess of Ten Thousand Dollars (\$10,000) must be presented to and approved by the Commission before such an amendment can be made to the grant application.

3. EXHIBIT A, Airport Layout Drawing or Project Sketch

An Airport Layout Drawing (ALD) or sketch showing the area and location of proposed construction or rehabilitation work must be provided by the Sponsor with a construction grant application.

4. EXHIBITS B, B-1, B-2, and B-3

Exhibits are to be filled out by the Sponsor and the Sponsor's Engineer. Exhibits B and B-1 have no specific format. Blank forms for Exhibits B-2 and B-3 are attached. All line items on the Exhibit B-2 are considered to be figures **not to be exceeded**. Any amount expended in excess of each line item will not be considered for payment without a change order or a supplemental agreement approved by the Department. A copy of the bid tabulation signed by the Engineer-of-record must accompany the grant application.

5. EXHIBITS C, C-1, and C-2

Exhibits are to be filled out by the Sponsor or the Sponsor's Engineer. Forms C, C-1, and C-2 are attached.

6. EXHIBIT D, Airport Zoning Regulations

As required by 3 O.S. § 103 each airport shall have airport zoning regulations adopted and enacted in order to regulate and restrict the height of structures or trees and land uses within the airport hazard areas. These airport zoning regulations must be adopted and enacted prior to funding. If the Sponsor has not adopted airport zoning regulations, it shall be part of the next state funded project.

7. EXHIBIT E, Sponsor Deposit Verification

The Sponsor is required to furnish verification to the Department that the Sponsor's funding share has been deposited in a designated account for use in defraying the costs of the project.

8. GRANT ASSURANCES

The grant assurances must remain attached to the agreement and be submitted with, and as a part of, this application and agreement.

In order to furnish the Department the Sponsor's assurances required by the Laws and Regulations, the Sponsor hereby covenants and agrees with the State of Oklahoma as follows:

8.1 TIME LIMITS

The Sponsor agrees that the project for which these funds are requested will be completed **within two years** from the date of grant approval.

8.2 EQUAL RIGHTS

8.2.1 The Sponsor agrees that in its operation of the Airport and all facilities thereon, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, sex, color, creed, handicap or national origin in the use of any facility provided for the public on airport property.

8.2.2 The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds and classes of users: **Provided**, that the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: **And Provided Further**, that the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary to serve the civil aviation needs of the public.

8.2.3 In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

8.2.3.1 That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor to:

8.2.3.1.1 furnish good, prompt and efficient service adequate to meet all demands for its service at the Airport; and

8.2.3.1.2 furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and,

8.2.3.1.3 charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: **Provided** that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

8.2.3.2 That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

8.2.3.3 That if the Sponsor exercises any of the rights or privileges set forth in paragraph 8.2.2 of the Equal Rights Section, it will be bound by and adhere to the condition specified for contractors as set forth in subparagraph 8.2.3 of the Equal Rights Section.

8.2.3.4 Essential facilities, as listed in 8.5 (including night lighting systems, when installed) will be operated in such manner as to assure their availability to all users of the airport.

8.2.4 Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non aviation products and supplies or any service of a non aeronautical nature.

8.3 AUTHORITY AND POWER

The Sponsor certifies it has the legal authority and power to:

8.3.1 do all things necessary in order to undertake and carry out the Project in conformity with State and Federal Statutes, Acts, and Regulations;

8.3.2 receive, accept and disburse grants of funds from the State of Oklahoma in aid of the Project, in terms and conditions stated in the Laws, Acts, and Regulations; and

8.3.3 carry out all the provisions of this Application and Agreement.

8.4 RESERVATION OF POWERS

The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein. If any arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

8.5 ESSENTIAL FACILITIES

Essential facilities are considered to be the following: a landing area and an aircraft parking area.

8.6 SPONSOR FUND AVAILABILITY AND MAINTENANCE

It has sufficient funds available for that portion of the project costs which are not to be paid by the Department. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement

constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Department determines may be useful.

8.7 AIRPORT LAYOUT PLAN

The Sponsor of an airport included in the National Plan of Integrated Airport System (NPIAS) will keep up to date at all times an approved, reproducible Airport Layout Plan (ALP), showing: airport boundaries, aviation easements, location, and the nature of all existing and proposed airport facilities, structures (such as runways, taxiways, aprons, terminal buildings, hangars, roads) including all proposed extensions and the location of all existing and proposed non aviation areas. The ALP must be prepared in accordance with FAA Advisory Circular 150/5300-13 (most current edition).

The Sponsor will not make or permit to be made any changes or alterations to the Airport or any of its facilities other than in conformity with the ALP as so approved by the Department and/or the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

8.8 PROJECT FINANCIAL REPORT REQUIREMENTS

The Department shall prepare a financial report of income and expenditures of **all project funds (Federal, Department, and Sponsor)**. The final 10% of the actual project cost of state grant funds will not be released until a satisfactory financial report has been prepared by the Department.

Records of expenditures shall be maintained by the Sponsor for not less than three (3) years. Access to these records will be provided at the grantees regular place of business.

8.9 ACKNOWLEDGMENT

The Sponsor assures that no work has been started nor has any work been completed on any of the Project(s) for which funds are requested in this Application and Agreement. The Sponsor further acknowledges that the funds will be used only for the purpose described in this Agreement.

8.10 TERMS AND CONDITIONS

Upon execution by the Sponsor and the Department, the offer and acceptance of this grant shall constitute a grant agreement between the Department and the Sponsor. The Department and the Sponsor shall be bound by all of the terms and conditions of the grant agreement and the grant assurances. The Department and

the Federal Aviation Administration (FAA) representatives will have access to the job site and project records at all times. In addition to all other requirements imposed by law or by this agreement, all grants or loans by the Department shall be subject to the following terms and conditions:

8.10.1 The period of the grant or loan agreement shall be twenty (20) years from the date of the Sponsor's acceptance and/or the life of the improvements contemplated under the grant or loan application, whichever is longer.

8.10.2 The airport and/or visual navigational aids shall remain under the Sponsor's control and shall be maintained by the Sponsor in a safe and serviceable condition during the period of this agreement.

8.10.3 The Sponsor assures that all land to be constructed upon is held in clear fee simple title by the Sponsor or is leased from the Federal Government of the United States. The Sponsor assures that, if the land is leased, the lease will be maintained current for a period not less than the life of the agreement. The Sponsor assures that the land, whether leased or held in fee simple, shall be pledged to airport use and shall not be removed in whole or in part from such use without prior written approval from the Department. In addition, airport property as defined in the airport layout plan cannot be transferred by the airport sponsor without the written approval of the Department.

The Sponsor further assures the possession of sufficient land for development, operation and maintenance of the airport or air navigational facility. This requirement shall include the amount of land needed for necessary runways, taxiways, aircraft parking areas and runway protection zones.

8.10.4 Consistent with safety and security requirements, a Sponsor shall make the airport or navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this agreement.

8.10.5 The Sponsor shall not grant or permit anyone to exercise an exclusive right for the conduct of any aeronautical activity on or about an airport project landing area. Aeronautical activities include, but are not

limited to scheduled airline flights; charter flights, flight instruction; aircraft sales, rental and repair; sale of aviation petroleum products; and aerial application. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting, and navigational aids.

8.10.6 The Sponsor shall carry out and complete a project without undue delay and in accordance with the plans and specifications submitted to the Department. The Sponsor shall ensure that the following is provided to the Department:

1. On all paving construction projects, the sponsor shall furnish a Construction Management Program (CMP) to the Department prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the specifications. Department staff reserves the right to request a CMP on other projects. The CMP shall include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the Grant and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering, supervision, and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
2. Weekly Progress Report: The sponsor shall ensure that a weekly progress report is submitted using FAA form 5370-1 to the Department.
3. Acceptance Tests: The Sponsor shall ensure that the acceptance

testing laboratory provides a copy of all acceptance tests as and when the results become available.

4. Summary Report: Upon completion of the project, the Sponsor shall provide the Department a final acceptance test summary report. The report shall document the results of all acceptance tests performed and the location of the material tested. The report shall highlight those acceptance tests that were out-of-tolerance and include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the Department.
5. When the specifications provide for acceptance based on the method of estimating percentage of material within specification limits (PWL), the Sponsor will submit a final report of PWL computations in accordance with section 110, AC 150/5370-10 (most current version) with the summary report.
6. The Department, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

8.10.7 The Sponsor, if requested by the Department, shall submit to the Department annual statements of airport or air navigation facility revenues and expenses.

8.10.8 The Sponsor will comply with the Municipal Airports Act of 1948 (Oklahoma Statutes of 1991, Title 3, Section 65.1 et seq.) and specifically, Sec. 65.12, which requires: "The revenues obtained by a municipality from the ownership, control or operation of any airport or navigation facility, including proceeds from the sale of any airport or portion thereof of air navigation facility property, shall be deposited in a special fund to be designated as the 'Airport Fund', which revenues shall be appropriated solely to, and used by the municipality for, the purposes authorized by this act."

8.10.9 All development of an airport constructed with grant funds shall be consistent with the approved Airport Layout Plan. A reproducible copy of such plan (as specified by the Department) and all subsequent modifications thereto, shall be filed with the Department.

8.10.10 The Sponsor shall comply with the "Public Competitive

Bidding Act of 1984" (Oklahoma Statutes of 1991, Title 61, Sec. 101 et seq.), which relates to the execution of certain public agency contracts, etc.

8.10.11 After actual bids on the project are received, a tabulation of all bids on the project must be signed by the Engineer-of-record and must accompany the grant application.

8.10.12 When airport lighting is part of a project, the Sponsor shall operate such lighting from sunset to sunrise either manually or by remote control.

8.10.13 The Department shall not be a party to any contract or commitment which a Sponsor may enter into or assume in carry out a project.

8.10.14 It being further understood and agreed that should the Sponsor fail to do those things herein described and approved and within the time frame prescribed, that said funds shall, without notice, be withdrawn and revert to the Department. It is the Sponsor's responsibility, when delays or problems are encountered, to notify the Department and request from the Department a written time extension and/or deviation.

8.11 LIFE OF THE AGREEMENT

The covenants and assurances shall become effective upon acceptance by the Sponsor of an offer of State aid for the Project or any portion thereof, made by the Department, and shall constitute a part of the Project Agreement thus formed. These covenants and assurances shall remain in full force and effect throughout the useful life of the facilities developed under this Project; but, in any event a minimum of twenty (20) years from the date of said acceptance of this offer of State aid for the Project.

8.12 HANGAR CONSTRUCTION PROJECTS

8.12.1 The Sponsor will ensure any hangars built using Department funds will receive fair market rental rates compared to similar hangar facilities at airports that have similar amenities and capabilities within the region in which that airport is located.

8.12.2 The Sponsor agrees to include in any rental agreement the most up-to-date Federal Aviation Administration hangar use policy and agrees to actively enforce that policy to its full effect.

8.12.3 The Sponsor agrees that any hangar built using Department funds will not be used as a permanent or semi-permanent residence. Hangars may have crew quarters for intermittent overnight stays at the discretion of the Sponsor.

8.12.4 The Sponsor will include in any rental agreement that the aircraft based in a hangar built using Department funds will be in compliance with federal airworthiness requirements and have complied with state aircraft excise tax and aircraft registration requirements.

8.13 FUEL SYSTEM CONSTRUCTION PROJECTS

The airport sponsor understands that fuel systems funded by the Department must be operated by the public airport sponsor and not a third party entity or contractor.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the Sponsor has caused this APPLICATION AND ASSURANCES to be duly executed in its name, this _____ day of _____, _____.

SPONSOR'S ACCEPTANCE:

(Mayor, City Manager or other designated official)

TRUST, IF REQUIRED:

Signature

Brian Heverly – City Manager

Name and Title

115 E Choctaw Ave

Address

Sallisaw, OK 74955

City/Town, State, Zip

Signature

Name and Title

Address

City/Town, State, Zip

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR. IF THE DAY TO DAY ADMINISTRATION OF THE AIRPORT IS PERFORMED BY A TRUST, THE CHAIRMAN OF THE TRUST MUST ALSO SIGN THE APPLICATION.

DO NOT WRITE BELOW THIS LINE

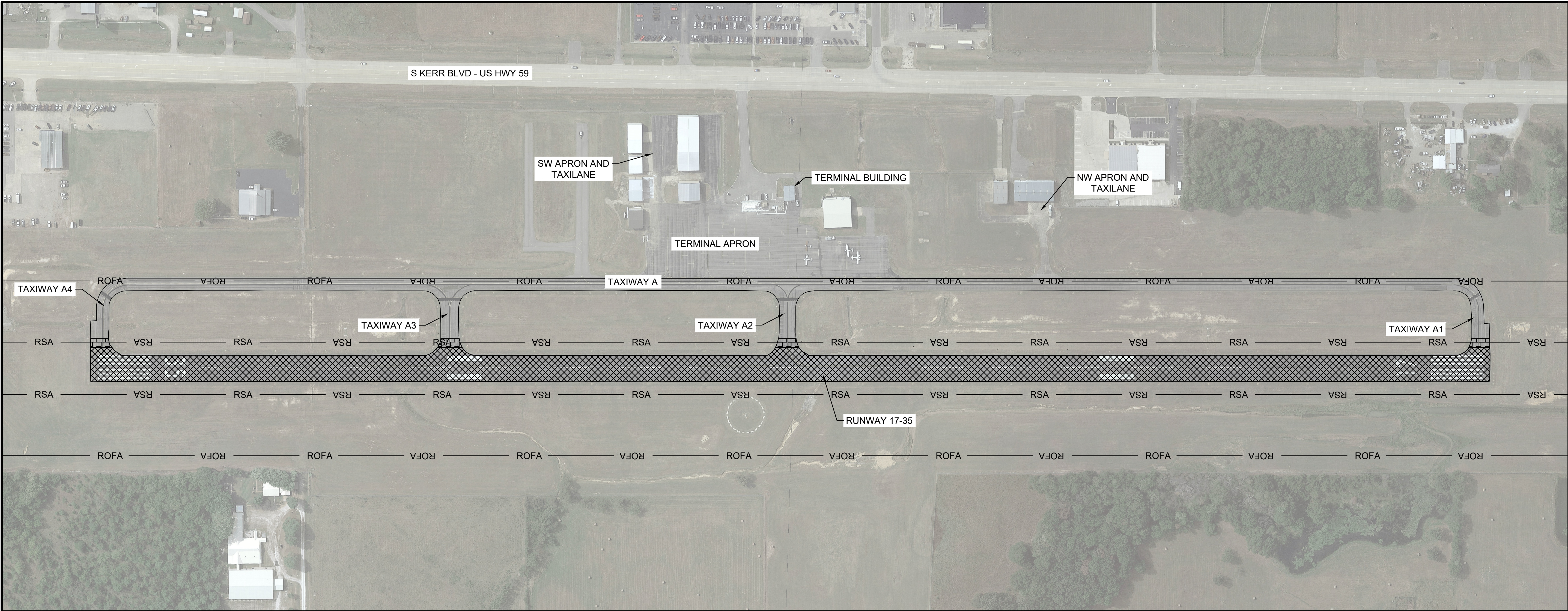
The work and expenditure of funds in the amount of \$_____ were approved in a regular, convened meeting of the Oklahoma Department of Aerospace and Aeronautics on the _____ day of _____, _____. By its approval, the Commission authorized the Director to execute this agreement.

Executive Director
Oklahoma Department of Aerospace and Aeronautics

EXHIBIT A AIRPORT LAYOUT DRAWING OR PROJECT SKETCH

See attached.

File: L:\2024\A03-2400530 - JSV Runway Pavement Rehab\Drawings\EXHIBITS\JSV_RW_REHAB_GRANT_APP.dwg Last Save: 9/2/2025 3:45 PM Last saved by: CDSmith
Last plotted by: Smith, Carly D Plot Style: AECmono.ctb Plot Scale: 1" = 1 Plot Date: 9/2/2025 3:50 PM Plotter used: DWG To PDF.pc3



LEGEND

2" MILL 3" OVERLAY
ASPHALT PAVEMENT

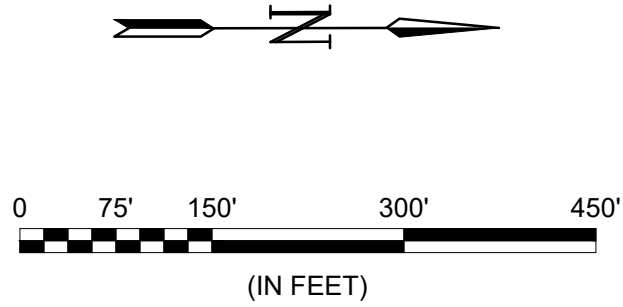
TRANSITION MILL AND OVERLAY
ASPHALT PAVEMENT

RSA RUNWAY SAFETY AREA

ROFA RUNWAY OBJECT FREE AREA

ITEMS OF WORK

BASE BID: MILL AND OVERLAY ASPHALT PAVEMENT, ROUT AND SEAL CRACKS, PERFORM EDGE GRADING, ADJUST EDGE LIGHTING, AND INSTALL PAVEMENT MARKINGS.



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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

OK SURVEYING AND
ENGINEERING COA
NO. CA4193

EXPIRATION DATE:
06/30/2026

BY	DESCRIPTION	DATE	REV.

SALLISAW MUNICIPAL
AIRPORT (JSV)
SALLISAW, OKLAHOMA

RUNWAY 17-35 PAVEMENT
REHABILITATION

PROJECT LAYOUT

JOB NO.: 2400530

DATE: AUG. 2025

DESIGNED BY:

DRAWN BY:

BAR IS ONE INCH ON
ORIGINAL DRAWING

0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

EXBT

SHEET
NUMBER

1

EXHIBIT B PLANS AND SPECIFICATIONS

Issued for Construction (IFC) plans and specifications will be sent under separate cover following the execution of the construction contract.

EXHIBIT B-1 PROGRAM NARRATIVE

This project consists of a runway mill and overlay, edge grading, edge lighting adjustments and pavement markings.

EXHIBIT B-2 PROJECT COSTS

AIRPORT: Sallisaw Municipal Airport (JSV)

PROJECT #: JSV-26-FS

CITY: Sallisaw, OK

DATE: September 8, 2025

PROJECT DESCRIPTION: Runway 17-35 Pavement Rehabilitation

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising	\$692		
(b) Engineering			Note 1
(c) Construction Admin/Grant Admin	\$158,600		
(d) Testing (Included in Item C)			
(e) Inspection (Included in Item C)			
(f) Other: Independent Fee Estimate	\$6,000		
(g) Other:			
(h) Other:			
(i) Construction (attach bid tabs)			
(j) Base Bid	\$1,989,240.88		
(k) Alternate 1 Bid			
(l) Alternate 2 Bid			
(m) Alternate 3 Bid			
(n) Alternate 4 Bid			
(o) Other:			
(p) TOTAL ELIGIBLE PROJECT COST			
(q) Ineligible Costs:			
Sponsor Share \$ 53,864.00 (2.5%)**	State Share: \$53,863.00 (2.5%)	Federal Share: \$2,046,806.00 (95%)	Total Project Cost: \$2,154,533.00 Note 2

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

1. Engineering design fees included under separate consultant contract under Intergovernmental Agreement. Engineering fees are included on FAA grant (\$181,700.00).

2. Total project costs inclusive of Engineering design fees included under separate contract are \$2,336,233.00

Federal [95%]: \$2,219,421.00

State [2.5%]: \$58,405.00

Sponsor [2.5%]: \$58,407.00

**SALLISAW MUNICIPAL AIRPORT (JSV)
RUNWAY 17-35 PAVEMENT REHABILITATION
BID TABULATION - BASE BID
BID OPENING: 8/26/2025; 02:00 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE				EMERY SAPP & SONS, INC.			
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	00 61 19	MAINTENANCE BOND	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 10,768.43	\$ 10,768.43	\$ 10,768.43	\$ 10,768.43	\$ 10,768.43	\$ 10,768.43
2	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 69,795.56	\$ 69,795.56	\$ 69,795.56	\$ 69,795.56	\$ 69,795.56	\$ 69,795.56
3	SS-220-5.1	PAVEMENT EDGE GRADING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 165,172.18	\$ 165,172.18	\$ 165,172.18	\$ 165,172.18	\$ 165,172.18	\$ 165,172.18
4	SS-221-5.1	PAVING FABRIC	SY	35,000	\$ 4.00	\$ 140,000.00	\$ 4.25	\$ 148,750.00	\$ 4.25	\$ 148,750.00	\$ 4.25	\$ 148,750.00
5	SS-310-5.1	EXISTING EDGE LIGHT AND BASE, ADJUSTED TO NEW GRADE (LOWERED)	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 1,308.70	\$ 5,234.80	\$ 1,308.70	\$ 5,234.80	\$ 1,308.70	\$ 5,234.80
6	SS-310-5.2	EXISTING EDGE LIGHT AND BASE, ADJUSTED TO NEW GRADE (RAISED)	EA	10	\$ 2,000.00	\$ 20,000.00	\$ 1,308.70	\$ 13,087.00	\$ 1,308.70	\$ 13,087.00	\$ 1,308.70	\$ 13,087.00
7	SS-411-6.1	ODOT ASPHALT SURFACE OVERLAY (TYPE S4)	TON	6,100	\$ 200.00	\$ 1,220,000.00	\$ 159.38	\$ 972,218.00	\$ 159.38	\$ 972,218.00	\$ 159.38	\$ 972,218.00
8	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 40,991.42	\$ 40,991.42	\$ 40,991.42	\$ 40,991.42	\$ 40,991.42	\$ 40,991.42
9	C-102-5.1	TEMPORARY EROSION CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 99,806.18	\$ 99,806.18	\$ 99,806.18	\$ 99,806.18	\$ 99,806.18	\$ 99,806.18
10	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 77,355.31	\$ 77,355.31	\$ 77,355.31	\$ 77,355.31	\$ 77,355.31	\$ 77,355.31
11	P-101-5.1	CRACK REPAIR	LF	25,000	\$ 4.00	\$ 100,000.00	\$ 1.26	\$ 31,500.00	\$ 1.26	\$ 31,500.00	\$ 1.26	\$ 31,500.00
12	P-101-5.2	COLD MILLING (VARIABLE DEPTH)	SY	35,000	\$ 4.00	\$ 140,000.00	\$ 2.57	\$ 89,950.00	\$ 2.57	\$ 89,950.00	\$ 2.57	\$ 89,950.00
13	P-620-5.1	INITIAL MARKING (WITHOUT REFLECTIVE MEDIA)	SF	22,500	\$ 3.00	\$ 67,500.00	\$ 0.98	\$ 22,050.00	\$ 0.98	\$ 22,050.00	\$ 0.98	\$ 22,050.00
14	P-620-5.2	FINAL MARKING (WITH REFLECTIVE MEDIA)	SF	22,500	\$ 4.00	\$ 90,000.00	\$ 1.96	\$ 44,100.00	\$ 1.96	\$ 44,100.00	\$ 1.96	\$ 44,100.00
15	P-620-5.3	FINAL MARKING (WITHOUT REFLECTIVE MEDIA)	SF	6,200	\$ 3.00	\$ 18,600.00	\$ 0.66	\$ 4,092.00	\$ 0.66	\$ 4,092.00	\$ 0.66	\$ 4,092.00
16	T-904-5.1	SODDING	SY	33,000	\$ 4.00	\$ 132,000.00	\$ 5.89	\$ 194,370.00	\$ 5.89	\$ 194,370.00	\$ 5.89	\$ 194,370.00
TOTALS					\$ 2,381,100.00		\$ 1,989,240.88					

Corrected Prices

This bid tabulation reviewed by:

Leid Jernigan



EXHIBIT B-3 PROJECT ENGINEERING

(Project Engineer to provide the following information)

Here are the costs which would be incurred in providing the engineering data necessary to make an investigation, testing, estimates, prepare plans and specifications, supervise award of contract, prepare contract, stake the work, supervise the work, make final inspection and final contract estimates for:

Sallisaw Municipal Airport (JSV) - Runway 17-35 Pavement Rehabilitation
(Name of Airport and Project)

An outline of the work to be performed is as follows:

This project consists of a runway mill and overlay, edge grading, lighting improvements, and pavement markings.

For Federal Aviation Administration (FAA) funded projects the work will be accomplished in accordance with the FAA Standards for Specifying Construction of Airports (current edition). The work may be accomplished in accordance with the Oklahoma Department of Transportation Standard Specifications (current edition), with prior written approval by FAA.

The engineering fees will not exceed \$ 158,600.00.

Garver, LLC
Name of Engineering Firm

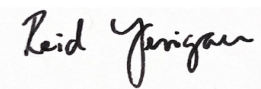

Signature of Engineer

EXHIBIT C STATEMENT OF COMPLIANCE

The Sponsor is in compliance with all terms and conditions of any agreement with the State of Oklahoma related to the development, operation or maintenance of an airport owned by the Sponsor.

Signature (Mayor, City Manager or designated Official)

Signature (Mayor, City Manager or designated Official)

Brian Heverly – City Manager
Name and Title

Name and Title

Date

Date

73-6005410
Sponsor's Federal Identification Number

Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-1 SUSPENDED/DEBARMENT STATEMENT

The Sponsor hereby specifically agrees that it shall not award the contract for which this grant is given, nor shall bidding documents be given to any contractor which or who is subject to suspension or debarment by the U.S. Department of Transportation or any of its agencies, or the Oklahoma Department of Transportation at the time of the bidding or award of the contract. Violation of this provision shall void this grant.

Signature (Mayor, City Manager or designated Official)

Signature (Mayor, City Manager or designated Official)

Brian Heverly – City Manager

Name and Title

Name and Title

Date

Date

73-6005410

Sponsor's Federal Identification Number

Sponsor's Federal Identification Number

NOTE: To be signed by same person(s) that signs the Application and Assurances.

EXHIBIT C-2 STATUTORY AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF Sequoyah.

AFFIDAVIT

Brian Heverly and _____
(Type name) (Type name)

of lawful age, and having been first duly sworn, on oath, states:

1. That (s)he/they is/are the agent authorized by the Sponsor to submit the attached Grant Application to the State of Oklahoma.
2. That the Sponsor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the grant.
3. That no person who has been involved in any manner in the development of this grant while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of his/her/their knowledge and belief, the Sponsor has not previously submitted a grant request to the Oklahoma Department of Aerospace and Aeronautics or any other agency of the State of Oklahoma which would result in a substantial duplication of the project proposed in the Grant Application and Assurances.

Affiant (Signature of Mayor, City Manager
or designated Official)

Affiant (Signature of Trust, if required)

Subscribed and sworn to before me this _____ day of _____, _____.

Seal

Notary Public

My commission expires: _____

NOTE: To be signed by the same person(s) that signs Application and Assurances.

EXHIBIT D AIRPORT ZONING REGULATIONS

Indicate if the city has adopted Airport Zoning Regulations, date it was adopted and if a copy is on file with the Oklahoma Department of Aerospace and Aeronautics.

EXHIBIT E SPONSOR DEPOSIT VERIFICATION
PLEASE READ CAREFULLY

SPONSOR: City of Sallisaw DATE: September 8, 2025

AIRPORT NAME: Sallisaw Municipal Airport STATE PROJECT #: JSV-26-FS

This form provides verification to the Oklahoma Department of Aerospace and Aeronautics that the Sponsor's share has been deposited in a designated account, however it does not have to be a designated airport-only account. The funds will be for use in defraying the costs of the project.

This form must be completed and submitted as part of the grant application to the Oklahoma Department of Aerospace and Aeronautics.

1117	Account Number
Business Checking	Type of Account

National Bank of Sallisaw
Financial Institution (Please print)

Matt Caldwell
Bank Representative (Please print)

President
Title of Representative (Please print)

Signature of Representative

100 S Kerr Blvd, Sallisaw OK 74955
Address

918-775-5501
Phone

City of Sallisaw
Name of Sponsor (Please print)

Brian Heverly
Sponsor Official (Please print)

City Manager
Title of Official (Please print)

Signature of Official

115 E Choctaw Ave, Sallisaw, OK 74955
Address

(918) 790-7117

Phone

QUESTIONNAIRE

(PLEASE TYPE OR PRINT ANSWERS)

1. City City of Sallisaw Airport Sallisaw Municipal Airport (JSV)

2. Official point of contact for the Sponsor:

Name Brian Heverly

Address 115 E Choctaw Ave, Sallisaw, OK 74955

Telephone Number (918) 790-7117

Official Position City Manager

Email bheverly@sallisawok.org

3. Sponsor contact that can verify payment information:

Name Robin Haggard

Address 115 E Choctaw Ave, Sallisaw, OK 74955

Telephone Number 918-790-7124

Official Position Finance Director / Assistant City Manager

Email robin@sallisawok.org

4. State payments should be made to: City of Sallisaw

5. Method of performance: Contract and/or Force Account Contract

6. Number of aircraft based at the airport 14

7. Is the Airport operated by a Trust Authority? If yes, provide the name of the Trust Authority and a copy of the Trust Agreement.

N/A

8. Is there a Fixed Base Operator(s) on the Airport? If yes:

Name N/A

Address N/A

Telephone Number N/A

9. Will financial assistance from a Federal source be required? Yes X No

10. Name of your State Warren Hamilton
Senator:

11. Name of your State Representative: Jim Olsen

CHECKLIST

When completed, this Checklist becomes a part of the Grant Application and Agreement.

Answer **yes** or **no** on the appropriate lines. Sign the document.

1. Is the Application properly signed and dated _____
2. Is Exhibit A attached _____
3. Are Exhibits B and B-1 attached _____
4. Are Exhibits B-2 and B-3 attached _____
5. Are Exhibits C, C-1, and C-2 attached _____
6. Is Exhibit D attached _____
7. Is Exhibit E attached _____
8. Have all questions been answered on the Questionnaire _____
9. Are yearly funds allocated for airport maintenance _____
10. Have you furnished the names of your Senator and Representative _____
11. Has any work been started on this project _____
12. If the answer to any of the above questions (except #11) is no, explain below or on an attached sheet of paper.

Checklist completed by:

Name _____

Position _____

Telephone Number _____

PROJECT CLOSE-OUT DOCUMENTS

**Close-out documents are to be retained by the Sponsor
until the project is completed.**

CLOSE OUT REQUIREMENTS

At the completion of a construction project, the following documentation must be provided to the Department before the balance of grant funds (ten percent of the approved grant total) can be released by the Department:

1. **Final Inspection Forms**

Once a construction project is completed, a final inspection and acceptance of the project are required. The Department must be made aware of the time and place of the final inspection, in writing. Two weeks' notice is preferred. One of the Department's staff must be in attendance. The following three forms are to be submitted to the Department for the final inspection/final acceptance process.

- a. Notice of Final Inspection
- b. Final Inspection Report
- C. Project Acceptance

2. **Project Financial Report**

A financial report of the project must be prepared by the Department before the balance of funds can be considered for release by the Department. For more information, see the "Project Financial Report Requirements" in section 8.8 of the grant application.

3. **Updated Airport Layout Plan**

If an update to the Airport Layout Plan (ALP) is identified in Exhibit B-2 of the grant agreement, a copy of the preliminary updated ALP, that is submitted to the FAA for approval, must be received by the Department.

4. **Material Test Results**

Prior to final acceptance of the project, documentation of materials and construction quality acceptance tests required by project plans and specifications will be provided to the Department by the Sponsor or the Sponsor's Engineer.

NOTICE OF FINAL INSPECTION

Date: _____

Project Number: JSV-26-FS

Airport: Sallisaw Municipal Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

Address

City/Town and Zip Code

Area Code and Phone Number

This is to advise you that the above referenced project is complete and ready for final inspection.

The final inspection is scheduled to begin at: _____
(Time)

On: _____ at: Sallisaw Municipal Airport
(Date) (Location)

Prior to making this request, I have carefully gone over this project and have found there to be no known plan omissions and that the work is complete and in reasonably close conformity with approved plans and specifications.

Signature of above named person

Title of above named person

FINAL INSPECTION REPORT

Date: _____ Project No: JSV-26-FS Airport: Sallisaw Municipal Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

Address

City/Town and Zip Code

Area Code and Phone Number

Final inspection on the above project was made by _____
(Project Engineer, Mayor, City Manager)

On: _____ at: Sallisaw Municipal Airport
(Date) (Location)

Personnel attending inspection:

name-title-organization	name-title-organization

The project was found acceptable with the following exceptions:

Anticipated completion date for above exceptions: _____.

Signature of above named person

Title of above named person

FINAL ACCEPTANCE NOTICE

Date: _____

Project Number: JSV-26-FS

Airport: Sallisaw Municipal Airport

TO: Oklahoma Department of Aerospace & Aeronautics
110 N. Robinson Ave., Suite 200
Oklahoma City OK 73102
(405) 604-6900 – phone
(405) 604-6919 – fax

FROM: _____
Project Engineer, Mayor, City Manager

Address

City/Town and Zip Code

Area Code and Phone Number

This is to advise you that the exceptions found at the final inspection have been completed or corrected. The project is accepted by:

Signature of Sponsor

Title of above named person

Signature of Engineer of record

Title of above named person

On: _____ at: Sallisaw Municipal Airport
(Date) (Location)

NOTE: If no exceptions are found at the Final Inspection, submit this form at the same time the Final Inspection is completed, showing acceptance of the Project.

END



**Work Order No. 3
to the
Master Agreement
For
Professional Services
City of Sallisaw, Oklahoma
Project No. 2400530**



This WORK ORDER ("Work Order") is made by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 14, 2022 (the "Agreement").

Under this Work Order, the Owner intends to rehabilitate Runway 17-35 pavement (mill and overlay).

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):

1.1.1 See **Appendix A**

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Pay all plan review and advertising costs in connection with the project.

1.2.6 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.7 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as shown in **Appendix B**.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration	\$39,400.00	LUMP SUM
On-Site Resident Project Representative Services	\$87,700.00	MARKUP
Materials Testing Services	\$19,000.00	MARKUP
Closeout Services	\$12,500.00	LUMP SUM
TOTAL FEE	\$158,600.00	

The estimated amount to be paid under this Work Order is \$158,600.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Work Order, or the Agreement, and any Appendices hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Appendices, unless explicitly amended within the Work Order by the Parties.



The effective date of this Work Order shall be the last date written below.

CITY OF SALLISAW, OKLAHOMA

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Blake Roberson
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____



**APPENDIX A
SCOPE OF SERVICES**



APPENDIX A SCOPE OF SERVICES

Generally, the Scope of Services includes the following professional services for improvements to the Runway 17-35 Rehabilitation at Sallisaw Municipal Airport. Improvements will consist primarily of the mill and overlay of the runway pavement. Services under this agreement include:

- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. Upon completion of bidding services, Garver shall begin the construction phase of the work and will accomplish the tasks further described below.

1.2. Issued for Construction (IFC) Documents

1.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Construction Management Plan

1.3.1. Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

1.4. Submittals

1.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.



1.5. Notice to Proceed & Preconstruction Meeting

- 1.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.6. Progress Meetings

- 1.6.1. As a minimum, Garver's Project Manager and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 4 meetings will be held on-site, and 4 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility preconstruction meetings as required.

1.7. Owner Coordination

- 1.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.8. RFIs

- 1.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.9. Progress Payments

- 1.9.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.10. Payroll Reviews

- 1.10.1. Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO



notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

1.11. DBE Compliance

- 1.11.1. Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

1.12. Record Drawings

- 1.12.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

1.13. Change Orders

- 1.13.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.14. Final Inspection

- 1.14.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

- 2.1. Garver will provide full-time Resident Project Representative (RPR) services for the 60-calendar-day construction contract performance time. The proposed fee is based on approximately 40 hours per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

- 2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.



- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Provide up to 20 hours of survey crew time for field checking quantities, contractor's layout, etc.

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

4. PROJECT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA and ODAA grant closeout. Closeout documentation will be provided within 90 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.

5. PROJECT DELIVERABLES

- 5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- Construction Management Plan to the Owner and FAA
 - Reviewed submittals to the Contractor.



- Record Plans and Specifications to the Owner and FAA.
 - One hard copy to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or changes. Changes to conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by AHJ jurisdiction.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

7. SCHEDULE

7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**APPENDIX B
FEE SPREADSHEET**

Appendix B

Sallisaw Municipal Airport Runway 17-35 Pavement Rehabilitation

FEE SUMMARY

	Title II Service	Estimated Fees
Lump Sum	Construction Administration	\$ 39,400.00
Markup	On-Site Resident Project	\$ 87,700.00
Markup	Materials Testing Services	\$ 19,000.00
Lump Sum	Closeout Services	\$ 12,500.00
	Subtotal for Title II Service	\$ 158,600.00

Appendix B

Sallisaw Municipal Airport Runway 17-35 Pavement Rehabilitation

Construction Administration

WORK TASK DESCRIPTION	E-5	E-4	E-2	AM-2
	hr	hr	hr	hr
1. Civil Engineering				
Prepare IFC Plans and Specs and submit to Contractor	1	2	2	
Prepare and Distribute Notice To Proceed			1	1
Prepare for Preconstruction Meeting			4	1
Develop Construction Management Plan	1	2	2	
Attend Preconstruction Meeting (1 person, on-site)		8		
Prepare and Distribute Preconstruction meeting minutes		2		2
Prepare Contractor Pay Application (2 applications)		2		4
Coordination with Inspector	2	8	20	
Develop Submittal Log			4	
Prepare Change Orders				4
Response to Contractor and RPR Inquiries		4	2	2
Certified Payroll Reviews				4
DBE Compliance				4
Prepare for and Attend (On-Site/Virtual) Progress Meetings (1 people, 8 meetings)			40	
Shop Drawings/Submittal Review & Responses	2	4	12	
QA Test Results Review	2	4	4	
Substantial Completion Inspection and Punchlist		8		
Punchlist Coordination		4	4	
Final Walkthrough	8			
Develop and Distribute Record Documents			2	4
Coordinate Record Drawings		2	4	2
Subtotal - Civil Engineering	16	50	101	28

Hours	16	50	101	28
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SUBTOTAL - SALARIES:	\$37,226.00
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DIRECT NON-LABOR EXPENSES

Mileage (7 trips @ 320 miles/RT)	\$1,684.00
Travel Costs (7 trips @ \$68/trip)	\$490.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,174.00
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SUBTOTAL:	\$39,400.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$39,400.00
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Appendix B

Sallisaw Municipal Airport Runway 17-35 Pavement Rehabilitation

On-Site Resident Project Representative Services

WORK TASK DESCRIPTION	C-2	3-Man Crew (Survey)
	hr	hr
1. Civil Engineering		
Review IFC Plans and Specifications	4	
Attend Preconstruction Meeting	6	
Resident Project Representative Services (10 weeks @ 40 hr/Week)	400	
QA Construction Staking / Survey Verification		20
Subtotal - Civil Engineering	410	20

Hours	410	20
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SUBTOTAL - SALARIES:	\$74,250.00
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DIRECT NON-LABOR EXPENSES

Mileage (13 trips @ 190 miles/RT)	\$1,800.00
Travel Costs (Per Diem @ \$178/day)	\$11,650.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$13,450.00
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SUBTOTAL:	\$87,700.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$87,700.00
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Appendix B

Sallisaw Municipal Airport Runway 17-35 Pavement Rehabilitation

Materials Testing Services

WORK TASK DESCRIPTION	E-5	E-4	E-2
	hr	hr	hr
1. Civil Engineering			
Coordination with Materials testing Firm	1		4
Review Test Results	2	8	2
Subtotal - Civil Engineering	3	8	6

Hours	3	8	6
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SUBTOTAL - SALARIES:	\$3,770.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$230.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$230.00
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SUBTOTAL:	\$4,000.00
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SUBCONSULTANTS FEE:	\$15,000.00	Kleinfelder Budget
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TOTAL FEE:	\$19,000.00
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Appendix B

Sallisaw Municipal Airport Runway 17-35 Pavement Rehabilitation

Closeout Services

WORK TASK DESCRIPTION	E-5	E-4	E-2	AM-2
	hr	hr	hr	hr
1. Civil Engineering				
Review and Submit Final Construction Pay Application	2			2
Prepare and Submit Final Reconciliation Change Order	1			2
Assemble and Review Summary of Project Costs		4		2
ALD Drafting		2	4	1
ALD Upload to OEAAA		2	4	1
Assemble Post Construction Photographs		2	2	1
Assemble Final Testing and Quality Control Reports			2	1
Assemble Submittals and Responses			2	1
Assemble and Submit Final Testing and Quality Control Reports			2	1
Complete Construction Closeout Checklist			2	1
RW Declination Change (FAA Coordination)		8		4
Provide Sponsor Certification for Construction Project Final Acceptance				2
Draft Final Construction Report and Submit to FAA, State, Owner	1	2	4	4
Subtotal - Civil Engineering	4	20	22	23

Hours	4	20	22	23
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SUBTOTAL - SALARIES:	\$12,260.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$240.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$240.00
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SUBTOTAL:	\$12,500.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$12,500.00
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AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: JSV Pavement Rehab

ITEM TITLE: Discussion and possible action on items related to the JSV Runway Pavement Rehab Project at the Sallisaw Municipal Airport; pending receipt of grant offer and/or acceptable Independent Fee Estimate (IFE) results

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE: Garver Engineering

BACKGROUND: On August 26th staff opened bids for the JSV Runway Pavement Rehab. One (1) bid was received from Emery Sapp & Sons of Springdale, Arkansas. Staff requests that bids be accepted and authorization given to Garver to execute all necessary documents, including the contract once approved by the City Attorney.

EXHIBITS: 1. JSV Runway Rehab - Bid Tabulation_Signed
2. JSV RW Pavement Rehab B2 - Draft

KEY ISSUES: None.

FUNDING SOURCE:
City Budget (2.5% Matching Funds) \$58,406.88

RECOMMENDATION: a. Accept bid.
b. Authorize Garver Engineering to execute necessary documents, including the contract upon receiving approval from City Attorney.

**SALLISAW MUNICIPAL AIRPORT (JSV)
RUNWAY 17-35 PAVEMENT REHABILITATION
BID TABULATION - BASE BID
BID OPENING: 8/26/2025; 02:00 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		EMERY SAPP & SONS, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	00 61 19	MAINTENANCE BOND	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 10,768.43	\$ 10,768.43
2	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 69,795.56	\$ 69,795.56
3	SS-220-5.1	PAVEMENT EDGE GRADING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 165,172.18	\$ 165,172.18
4	SS-221-5.1	PAVING FABRIC	SY	35,000	\$ 4.00	\$ 140,000.00	\$ 4.25	\$ 148,750.00
5	SS-310-5.1	EXISTING EDGE LIGHT AND BASE, ADJUSTED TO NEW GRADE (LOWERED)	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 1,308.70	\$ 5,234.80
6	SS-310-5.2	EXISTING EDGE LIGHT AND BASE, ADJUSTED TO NEW GRADE (RAISED)	EA	10	\$ 2,000.00	\$ 20,000.00	\$ 1,308.70	\$ 13,087.00
7	SS-411-6.1	ODOT ASPHALT SURFACE OVERLAY (TYPE S4)	TON	6,100	\$ 200.00	\$ 1,220,000.00	\$ 159.38	\$ 972,218.00
8	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 40,991.42	\$ 40,991.42
9	C-102-5.1	TEMPORARY EROSION CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 99,806.18	\$ 99,806.18
10	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 77,355.31	\$ 77,355.31
11	P-101-5.1	CRACK REPAIR	LF	25,000	\$ 4.00	\$ 100,000.00	\$ 1.26	\$ 31,500.00
12	P-101-5.2	COLD MILLING (VARIABLE DEPTH)	SY	35,000	\$ 4.00	\$ 140,000.00	\$ 2.57	\$ 89,950.00
13	P-620-5.1	INITIAL MARKING (WITHOUT REFLECTIVE MEDIA)	SF	22,500	\$ 3.00	\$ 67,500.00	\$ 0.98	\$ 22,050.00
14	P-620-5.2	FINAL MARKING (WITH REFLECTIVE MEDIA)	SF	22,500	\$ 4.00	\$ 90,000.00	\$ 1.96	\$ 44,100.00
15	P-620-5.3	FINAL MARKING (WITHOUT REFLECTIVE MEDIA)	SF	6,200	\$ 3.00	\$ 18,600.00	\$ 0.66	\$ 4,092.00
16	T-904-5.1	SODDING	SY	33,000	\$ 4.00	\$ 132,000.00	\$ 5.89	\$ 194,370.00
TOTALS						<u>\$ 2,381,100.00</u>		<u>\$ 1,989,240.88</u>

Corrected Prices

This bid tabulation reviewed by:

Leid Yonigau



EXHIBIT B-2 PROJECT COSTS

AIRPORT: Sallisaw Municipal Airport (JSV) PROJECT #: _____
 CITY: Sallisaw, OK DATE: _____
 PROJECT DESCRIPTION: Runway 17-35 Pavement Rehabilitation

Item Description	Amount	Ineligible Amount	Remarks
(a) Advertising	\$692		
(b) Engineering	\$181,700		
(c) Construction Admin/Grant Admin	\$158,600		
(d) Testing (Included in Item C)			
(e) Inspection (Included in Item C)			
(f) Other: Independent Fee Estimate	\$6,000		
(g) Other:			
(h) Other:			
(i) Construction (attach bid tabs)			
(j) Base Bid	\$1,989,240.88		
(k) Alternate 1 Bid			
(l) Alternate 2 Bid			
(m) Alternate 3 Bid			
(n) Alternate 4 Bid			
(o) Other:			
(p) TOTAL ELIGIBLE PROJECT COST			
(q) Ineligible Costs:			
Sponsor Share \$ 58,406.88 (2.5%)**	State Share: \$58,405.00 (2.5%)	Federal Share: \$2,219,421.00 (95%)	Total Project Cost: \$2,336,232.88

(For funding share information, see section 2.0 Funding) Note: Sponsor share cannot be lower than 5%

Note: The Department will only participate in costs identified in the contracts

Round Sponsor share up to the nearest dollar and Department share down to the nearest dollar

00 51 00 NOTICE OF AWARD

Date of Issuance:

Owner: **CITY OF SALLISAW** Owner's Contract No.:
Engineer: **GARVER** Engineer's Project No.: 2400530
Project: Runway 17-35 Pavement Rehabilitation
Bidder: **Emery Sapp & Sons Inc.**
Bidder's Address: 5168 N Oak Street, Springdale, AR 72764

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 26th, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

JSV Runway Pavement Rehabilitation
(Base Bid)

The Contract price of the awarded Contract is: \$ 1,989,240.88

Six unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner 6 counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security *[e.g., Performance bond and Payment bond]* and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner:

Authorized Signature

By:

Title:

Sallisaw Municipal Airport
Runway 17-35 Pavement Rehabilitation

Bidder:

Authorized Signature

By:

Title:

Copy: Engineer

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

**00 52 00 CONTRACT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Sallisaw ("Owner") and
Emery Sapp & Sons Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Rehabilitate Runway 17-35 (mill and overlay)**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Garver, LLC**.
3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
4.02 *Contract Times: Days*
A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion
Total Project	60 calendar days

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.04 *Special Damages*

- A. Not Used.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

- 7.01 Not Used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct

contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form
 - 6. List of Proposed Subcontractors
 - 7. Wage Rates
 - 8. Qualification Statement
 - 9. General Provisions
 - 10. Special Provisions
 - 11. DBE Participation Reporting
 - 12. Bidders Certifications
 - 13. Supplemental Specifications as listed in the Table of Contents
 - 14. Technical Specifications as listed in the Table of Contents
 - 15. Drawings
 - 16. Performance Bond
 - 17. Payment Bond
 - 18. Maintenance Bond
 - 19. Certificates of Insurance
 - 20. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Sallisaw Municipal Airport
Runway 17-35 Pavement Rehabilitation

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Proposed Planned Unit Development District Plan

ITEM TITLE: Discussion and possible action on Ordinance No. 2025-15; *An Ordinance Amending The Code Of Ordinances By Establishing And Adopting A New Article VI Of Chapter 82, Planned Unit Development (PUD), To The City Of Sallisaw Code Of Ordinances, Establishing A Fee and Establishing an Effective Date*

INITIATOR: Local Land Developer

STAFF INFORMATION SOURCE: Building Development Staff

BACKGROUND: It was requested by a local land developer that the city look into utilizing Planned Unit Development Districts (PUD)s as a way of providing standards and guidelines for development.

EXHIBITS: 1. Ordinance No. 2025-15.COS.PUD.FINAL

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance No. 2025-15.

ORDINANCE NO. 2025-15

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY
ESTABLISHING AND ADOPTING A NEW ARTICLE VI OF CHAPTER 82,
PLANNED UNIT DEVELOPMENT (PUD), TO THE CITY OF SALLISAW CODE
OF ORDINANCES, ESTABLISHING A FEE AND ESTABLISHING AN
EFFECTIVE DATE**

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

SECTION 1.

That the Sallisaw Code of Ordinances be amended by establishing and adopting Article VI of Chapter 82, and adding and enacting the following Article VI, to-wit:

CHAPTER 82, ARTICLE VI. PLANNING UNIT DEVELOPMENT (PUD)

Sec. 82-300. Scope and Intent

- A. This Article applies to the Planned Unit Development (PUD).
- B. These sections intends to establish Planned Unit Development requirements and procedures, which permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout and type of structures constructed; achieve efficiency in the use of land, natural resources, energy and the providing of public services and utilities; encourage useful open space; and provide better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the city.
- C. Within Planning Unit Development, conditions relating to the use of land, including but not limited to permitted uses, lot sizes, setbacks, height limits, required facilities, buffers, open space areas, lighting, signage, landscaping, parking and loading, compatibility, and land use density shall be determined in accordance with the planned unit development regulations contained in this section. The planned unit development conditions need not be uniform with regard to each type of land use if equitable procedures recognizing due process principles and avoiding arbitrary decisions have been followed in making regulatory decisions.

State law reference--Similar provisions 11 O.S. §43-110

Sec. 82-301.1. Definitions.

- A. Board of City Commissioners, referred to as the BOCC
- B. Planning Commission, referred to as the PC

C. Planned Unit Development, referred to as the PUD

D. Zoning Board, referred to as the ZB

Sec. 82-301. Compliance

A PUD may be authorized in any district, provided all the provisions of this Article are complied with.

Sec. 82-302. Application and review procedures

The developer of a PUD shall adhere to the following application and review procedures:

- A. Before submitting a formal application, the developer shall meet with the PC and Community Development staff to discuss and present preliminary documents of the proposed PUD.
- B. A proposed rezoning master plan shall be included, along with a design statement and a master development plan map.
- C. The PC shall issue a notice to proceed to the developer. This in no way is an approval of the proposed PUD or Zoning.

Sec. 82-803. Submission of preliminary plat

- A. A traffic flow study, proposed curb cuts, traffic control devices, and other safety-related concerns, as requested by the planning commission, shall be provided.
- B. At least one (1) public hearing before the PC shall be held on the application for rezoning, the PUD master plan, and plat by the planning and zoning commission per the provisions of Sections 74-35 and 74-36 of the section of ordinances.
- C. Application for review of site plan and building plans shall be made to the planning and zoning commission.

Application for site plan approval shall be made to the PC.

Application for zoning plan approval shall be made to the ZB.

A. Application for rezoning and planned unit development master plan:

- 1. The PUD application for rezoning shall be filed in accordance with regular procedures and on application forms of the City of Sallisaw. The PUD master plan, which is submitted with the application for rezoning, shall consist of a design statement and a master development plan map. The applicant shall also provide other supporting maps as necessary to meet the submission requirements of this section.
- 2. The master development plan map shall be a graphic representation of the development plan for the area, prepared at a scale appropriate for the size of the project but no less than the minimum required for preliminary plats. The purpose of the map is to conceptually portray the development commitments described in the PUD design statement. The map shall show the following:

B. Location of proposed land uses, and residential densities;

- C. Location of collector streets within the PUD and adjacent arterial streets;
- D. Sufficient surrounding area to demonstrate the relationship to the PUD to adjoining uses, both existing and proposed;
- E. Location and approximate size of proposed open space and recreation areas;
- F. Areas where access to streets will be limited and location of driveways where appropriate;
- G. Any other pertinent information necessary for review, approval, and administration of the PUD.

The PUD design statement shall be a written report submitted to the PC and ZB as a part of the PUD master plan containing a minimum of the following elements:

- A. Title of the PUD;
- B. List of the owners and/or developers;
- C. Statement on the general location and relationship to adjoining land uses both existing and proposed;
- D. Description of the PUD concept, including an acreage or square foot breakdown of land use areas and densities proposed, a general description proposed, a general description of building use types, proposed restrictions, and typical site layouts;
- E. The existing PUD zoning districts in the development area and surrounding it;
- F. A list of all special development regulations or the conventional zoning district regulations, which will be applicable, plus a list of requested variations to the other applicable development regulations;
- G. A statement on the existing and proposed streets, including right-of-way standards and street design concepts;
- H. The following physical characteristics: elevation, slope analysis, soil characteristics, tree cover, and drainage information;
- I. A topographic map with a minimum of five (5) foot contour intervals;
- J. Drainage information, including the number of acres in the drainage area and delineation of applicable flood levels;
- K. A statement of utility lines and services to be installed, including which lines will be dedicated to the city and which ones will remain private;
- L. The proposed densities, the types and sizes of structures, and
- M. A description of the proposed sequence of development.

Sec. 82-304. Design standards

- A. All proposed PUDs shall be designed to provide for the unified development of the area by the spirit and purpose of the land uses and zoning districts adjacent to it.
- B. Design of the PUD may provide for modification of conventional zoning ordinance requirements for such elements as yard areas, densities, setback, height, lot coverage, landscaping, and off-street parking.

- C. The minimum size of the site on which a PUD shall be located shall not be less than three (3) acres.
- D. Building sections and other related city development requirements shall not be reduced in the design of a PUD.
- E. Location and type of housing shall be established in a general pattern and shown on the master development plan map.

Sec. 82-305. Minimum design and construction standards for streets and alleys

Streets and alleys for a PUD shall be designed and constructed in accordance with city standards and specifications for right-of-way width and paving cross section, provided that modifications may be requested and approved as a part of the master plan if the following criteria are met:

- A. Public streets and alleys. Proposed public street and alley modifications shall satisfy the following criteria:
 - a. Street right-of-way and paving widths shall be adequate to provide a traffic carrying and utility installation capacity related to the design of the overall street system, the function of the individual street, and the land uses served.
 - b. Paving cross sections shall be designed to be adequate to provide acceptable drainage in conformity with the drainage plan for the PUD; to receive loading commensurate with anticipated traffic based on the design of the overall street system; and to have a maintenance level commensurate with that of facilities constructed to regular standards.
- B. Private streets and alleys. Proposed private street and alley modifications shall satisfy the criteria for public facility modifications listed above and the following:
 - a. Private streets shall not be connected to an adjacent parcel, which is not part of the PUD, in a manner that will circulate traffic into and through the private street system.
 - b. The owner/applicant shall clearly demonstrate the existence and capabilities of a property or homeowners association to provide the ongoing and long-term maintenance of the private street and alley facilities that will not be provided by the city.
 - c. The owner/applicant shall clearly demonstrate the accessibility of emergency and sanitation equipment to all proposed structures served by private streets and alleys.
 - d. The owner/applicant shall clearly demonstrate the adequacy of on and off-street parking for all property served by private streets and alleys.

Sec. 82-306. General design and development guidelines

- A. Densities. Proposed residential densities should be compatible with adjacent developed neighborhoods.
- B. Amenities. Amenities should be considered as an important justification for development and city approval of a PUD. Where densities are to be increased to

promote the economy of development, or where other methods of land use intensification are proposed, usable open space should be furnished along with provision for its permanent retention and continued maintenance. Sidewalks and pedestrian ways should be planned where it is necessary to provide for amenity and public safety.

C. Streets:

- a. Street design should restrict through traffic from residential areas as much as possible.
- b. Encouragement should be given to design of short local streets serving limited areas, such as the residential cul-de-sac. Reduction of conventional minor street design widths should be considered appropriate on such streets when they are designed with limited length and only one access point.
- c. Reduction of design widths on streets designed in a conventional pattern should not be approved.
- d. Development of a private street system should be considered appropriate under certain conditions where there is no through traffic. However, a private street system should not serve as a reason for reduction of minimum design and paving standards.
- e. On-street parking bays or other similar areas where vehicles must back into the traffic flow should not be approved on arterial or collector streets; provided, however, that certain cul-de-sac or small loop street designs may be considered as appropriate.
- f. Off-street parking. The off-street parking requirements set forth in Article IV of this chapter for residential and mixed-use Planned Unit Developments may be complied with by providing one (1) or more permanent, common, off-street facilities for all uses within the development, provided that the facility contains the requisite number of spaces for each use, and that the spaces provided for permanent residents shall be clearly designated and separated from spaces provided for employees, customers, and service. The total spaces provided shall not be less than the sum of the individual requirements and the spaces required for each use and shall be under the ownership or permanent control of the owners of the use for which the spaces are required.

D. Relationship to abutting uses:

- a. The master development plan map should show graphically the treatments that will be employed to separate the PUD from abutting properties, including commitments to landscaping, screening, earth berms, retention ponds, drainage channelization, or similar techniques.

- b. It is appropriate to specifically establish areas with height limitations where a transition to more intense uses is proposed or where a higher intensity development is proposed to abut a lower intensity area.
- E. Mixed land use developments. Where a PUD proposes a mix of uses, which may generally be incompatible with a conventional development, the PUD master plan should specifically establish appropriate guidelines to assure a harmonious development.

Sec. 82-307. Approval of PUD

After holding the PC public hearing and recommendation, the BOCC shall,

- a) deny the request,
- b) approve the request,
- c) send back to PC for further review or
- d) approve the request with conditions.

State law reference—Similar provisions 11 O.S. §43-110.

- A. Upon final approval by the city council of the PUD master plan and the appropriate approval of rezoning, these elements shall become a part of the official zoning districts map.
- B. The approved PUD Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accord with said plan until it is otherwise amended by the city council as provided herein. The developer shall furnish a reproducible copy of the approved master plan map for signature by the chairman of the planning and zoning commission, the mayor, and acknowledgment by the city clerk. The PUD master plan, including the signed map, shall be incorporated into the permanent file and maintained by the city clerk.

Sec. 82-308. Conditional approval of PUD

- A. Reasonable conditions may be required by the PC in conjunction with the approval of a planned unit development. Conditions imposed shall:
 - a. Be designed to take into consideration natural environment, the health, safety and welfare of the residents, and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.
 - b. Be related to the valid exercise of municipal first responder jurisdiction, and to the proposed use or activity.
 - c. Be necessary to meet the intent and purpose of the zoning requirements; be related to the standards established by this article for the land use or activity under consideration; and be necessary to ensure compliance with those standards.

- B. The conditions imposed with respect to the approval of a land use or activity shall be stated in the record of the approval actions and shall not be changed or amended except as provided herein.

Sec. 82-309. Plan changes

Any deviation from the plans of a planned unit development submitted at the time of rezoning shall constitute a violation of the rezoning and changes in plans shall be resubmitted for review following the same procedure required in the original adoption of the plan. The PC and staff shall maintain a record of the conditions that are changed.

Sec. 82-310. Time limit

The construction of PUD shall start within one (1) year of the final approval of plans by the city council. Failure to begin the development within said one (1) year shall automatically void the development plans and the land shall revert to the same zoning classification which existed immediately preceding the approval of the PUD, provided however, that before the expiration of the development plans, the PC may extend the PUD in increments of two (6) month increments upon written request by the owner/developer.

Sec. 82-311. Multi-phase PUD

In cases of a multi-phase PUD. Each phase shall be started within 6 months of the previous phase being completed. The PC may extend the PUD phases in increments of two 6-month periods, upon written request by the owner-developer. Failure to begin the development phase shall automatically void the development plans and the remaining land shall revert to the original zoning classification. Resubmission of the PUD and zoning shall be required at this point.

Sec. 82-312. Required Improvements

- (A) Any final plat or subdivision located within the corporate limits shall not be approved unless the subdivider or developer shall provide at his own expense the facilities listed as follows:

- (1) Water mains properly connected to the public water supply system shall be provided to ensure adequate water flow for fire protection.
- (2) A sanitary sewer system is properly connected with the existing system by the standards and specifications governing sanitary sewer construction and in accordance with the requirements of state and county health departments.
- (3) Streets constructed to approved standard and grade and surfaced as required by existing city standards set out in section 82-135.
- (4) Storm drainage facilities, curb and gutter to provide adequate surface water drainage for the area being drained.
- (5) Stormwater drainage shall be calculated for the area. If downstream improvements are necessary, it will be the responsibility of the developer for all improvements.

- (B) All such facilities should be installed according to the plans and specifications of the city.

(C) All lots and residential subdivisions where septic tanks or individual sewerage disposal devices are to be installed shall not contain less than 22,500 square feet, and the width of the lots at the building line shall be a minimum of 100 feet. All such lots to be serviced by private sewerage facilities shall comply with the regulations of the county and state board of health.

(D) After the final plat is approved by the BOCC, no lot shall be sold to any person unless such lot is provided with water mains, sanitary sewer system, area storm drainage and all streets adjacent to such lots and a street from such lot to the nearest street which have been accepted by the city unless the developer has filed with the city clerk a cash bond for all the water mains, sanitary sewer systems, area storm drainage and street improvements to be constructed. The cash bond shall be filed within 90 days and deposited with the city in an amount of 150 percent of the estimated costs of such improvements. The developer may choose to deposit with the city clerk a good and sufficient corporate surety bond for 150 percent of the estimated cost of such improvements.

(E) All streets shall be constructed according to the standards of the city.

(F) This article is intended to permit the developer to record his final plat but to prohibit him from selling any lot or lots to anyone until such lot or lots are adequately served by utilities and streets or until the developer has filed with the city a written guarantee that he will provide the required utilities and streets within 90 days, which guarantee shall be backed up by depositing the cash or surety bond required in this section.

(G) The owner may, with prior approval from PC and BOCC, submit a letter of surety from an FDIC-approved banking facility.

Sec. 82-313. Application fee

The fee for filing a petition to obtain approval of a PUD shall be \$500. The cost of all publications shall be billed directly to the developer through the newspaper. A notarized Proof of Publication from the newspaper must be provided prior to being presented to Planning Commission for consideration. Changes to or subsequent surcharge fees shall be published in the Master Fee schedule as adopted and or modified by the BOCC. The fee shall be payable upon receipt of the petition; such receipt to be a prior condition to any action on the petition by the PC. The fee shall be nonrefundable regardless of the disposition of the application by the PC, ZB, BOCC, or owner.

SECTION 2.

WHEREAS, after its passage, approval, and publication as required by law, this ordinance shall be in full force and effective November 1, 2025.

PASSED AND APPROVED on the 8th day of September, 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: September 8, 2025
Board: Board of City Commissioners
Subject: Admin Policy 2.006.00, Rev 3

ITEM TITLE: Discussion and possible action on City of Sallisaw Administrative Policy 2.006.00, Revision 3, Utility Customers with Medical Concerns

INITIATOR: City Manager
Business Support Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The current policy has some shortfalls that this one corrects. It is much more specific in reference to timelines and duration, more lenient with timelines, copies lists of qualifying and non-qualifying equipment, and includes an appeals process to the City Manager. The DRAFT meets or exceeds OAC 165:135-21-10.

EXHIBITS: 1. 2.0006.00.Utility_Customers_with_Medical_Concerns
2. Medical Disconnect comparison

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Administrative Policy 2.006.00, Revision 3, Utility Customers with Medical Concerns

CITY OF SALLISAW ADMINISTRATIVE POLICY		Policy Number:	2.006.00	Revision	3
		Effective Date	October 1, 2025		
Subject:	Utility Customers with Medical Concerns				
Department(s):	Customer Service, Finance, Administration				

Purpose

The purpose of this policy is to provide guidance as to how utility services are provided to customers with a documented life-threatening medical situation requiring electric or water services. **Customers are responsible for payment of their utility bills. This policy grants extensions to payment timeline but not forgiveness of amounts due.**

Background

Utility customers of the City of Sallisaw may require water or electric services provided by the City in order to sustain life or needed life sustaining medical equipment. Upon submittal of required information, the City will work with customers to ensure water and electric services are maintained via the guidelines of this policy.

Definitions:

- A. *City*. The City of Sallisaw Oklahoma or the Sallisaw Municipal Authority
- B. *Customer*. Any person, group of persons, association, partnership, firm or corporation who receives utility services from the City of Sallisaw. In the case of residential units, all tenants named in rental and lease agreements who maintain the served property as their primary residence, shall also be considered customers. Multiple customers at one location are jointly and severally responsible for services rendered
- C. *Utilities*. For this policy, utilities only refer to electric and water utility services.
- D. *Payment Deferral (Extension) Agreement*. A just and reasonable agreement offered by the City and agreed to by the customer allowing the customer to pay current account balances past the designated due date of the current billing. This agreement is based on the amount of the delinquent account, customer's ability to pay, customer's payment history as well as prior history on other deferral agreements, and any other extenuating factors deemed important by the City.
- E. *Life Threatening Condition*. A life-threatening condition is defined as one where the customer or other permanent resident of the household is dependent upon equipment that is prescribed by a physician that requires electricity and is needed to sustain the person's life. The need for water can also be related to the condition.
- F. *Nebulizer*. A medical device used to administer medication in the form of a mist inhaled into the lungs.

Policy/Procedure

A. Notification by Customer

1. Customers are encouraged to notify the City of any life-threatening medical condition of the customer, or other member of the customer's household, that requires electricity to sustain life or life-sustaining equipment needed by the household member. This notification starts a 30-day timeline to submit the **Medical Condition Certificate** form attached to this policy. **The City Manager may grant a one-time 15-day extension to this timeline to submit the MC Certificate.**
2. Upon notification by the customer, the City shall maintain the customer and their service address on a medical needs list. This list will be forwarded to the electric and water service departments as customers are added or removed from the list. In the case of prolonged service outages, the service departments will refer to the list in order to ensure customers with documented medical conditions are informed of outages that cannot be restored quickly.
3. If the customer of record is unable to speak with the City concerning their utility accounts, the customer may name an authorized agent to take care of their utility services. If possible, the customer is requested to complete an authorized agent form that will allow other individual(s) to take care of the customer's utility account. If the customer cannot name a family member or other person to act as an agent, the City will work with support organizations as needed to ensure the customer maintains services.
4. The City is under no obligation to defer service disconnection unless the customer or their designated agent has notified the city of medical conditions.

B. Qualifications of Life-Threatening Medical Condition

1. **The Medical Condition Certificate must be submitted within 30 days of notifying the City of the life-threatening medical condition and must be completed by a licensed physician and be on file with the City of Sallisaw. The notification will be kept on file for 12-month period. Certificates must be renewed at least annually or at the end of the physician-stated duration, whichever is sooner.**
2. Medical equipment qualifying as life sustaining must be prescribed by a physician and require electricity for operation. Examples of life-sustaining equipment would be kidney dialysis machine, iron lung, oxygen concentrators and certain other oxygen machines, cardiac monitoring equipment, heating and air conditioning equipment, or any other equipment that is prescribed by a licensed medical doctor and deemed as life sustaining.
3. The following are not considered to be life-sustaining equipment: "hot water heater, refrigerator, range/stove, nebulizers that are battery-driven or hand-driven or self-contained, battery-driven sleep apnea monitors, battery-driven cardiac monitors." **OAC 165:35-21-10(f)**
4. City personnel may verify the physician's signature and other information regarding the notification.

C. Customer Unable to Pay Utility Bill

1. If a customer with a life-threatening medical condition is unable to pay their current utility bill, they must make notification in accordance with paragraph A.1.
 - i. Once submitted, the disconnection will be suspended for 30 days from the original due date of the bill. An additional, contiguous 30-day extension may be granted but must be requested before the original period ends.
 - ii. 60 days after the original bill date, disconnection may result unless payment of the unpaid account balance is received or a payment deferral agreement is established. If a payment deferral agreement is made, the rules governing a payment deferral shall be followed.
 - iii. It shall be the responsibility of the customer or their designated agent to ensure payment is made or a payment deferral is requested before scheduled disconnection of services or reconnect fees will be added to any amount owed.
2. Any Customer who has more than 2 medical deferrals covered by the same unexpired MC Certificate in a 12-month period must enter a payment deferral agreement and will be given contact information for local charities and aid agencies.
3. Any customer aggrieved by a decision regarding eligibility or disconnection under this policy may appeal in writing to the City Manager. The City Manager shall render a decision within five (5) business days.

References:

- Administrative Policy 2.005.00, Customer Service Operations.
- OK Admin Code 165:35-21-10 - Delays to disconnection of residential service

Rescission Date: NA

This policy shall remain in effect until rescinded or otherwise modified and approved by the Board of City Commissioners.

Mayor, City of Sallisaw Date: _____

City Manager, City of Sallisaw Date: _____

Attest

City Clerk Date: _____

Revision History

Revision 1, Prior to July 1, 2019
Revision 2, November 9, 2020
Revision 3, September 8, 2025

MEDICAL CONDITION CERTIFICATE

ALL UNPAID BALANCES SUBJECT TO PENALTY

Name of Utility Customer: _____

Service Address: _____ Acct #: _____

Contact Phone: _____ HOME CELL WORK

Emergency Contact: _____ City: _____

Contact Phone: _____ HOME CELL WORK

The City of Sallisaw will honor certificates which attest to the fact that a utility consumer, or a permanent member of the household, has a medical condition such that discontinuance of utility services will give rise to a substantial risk of death or a grave impairment of the health of the utility consumer, or other permanent resident of the premises, where service is rendered, in accordance with OAC 165:35-21-10(f).

You are being asked to provide verification that the stated condition still exists and will continue to exist for a specified period of time. Please be advised that your actions in this matter may result in the person being permitted to use utility services without immediate payment if their financial condition so warrants. However, full restitution is required when the "life-threatening" condition ceases to exist. We appreciate your willingness to participate as a verifier and trust you will do so advisedly, considering the fact that energy consumed during this period must eventually be paid for by the utility consumer. We want to assure that those utility consumers having a genuine life-threatening condition in their homes are not mistaken for those who would abuse this privilege at the expense of other ratepayers.

Health Condition Verification:

Name of Patient: _____

Nature of Medical Problem: _____

Is this situation life-threatening without electrical service? ____ Yes ____ No

What is estimated duration of medical condition? _____

Specify any specific medical equipment necessitated by the medical condition that you judge as life sustaining:

- _____
- _____
- _____

Name of medical agency you represent: _____

Your Name: _____ Title: _____

Contact Phone: _____ Fax: _____ Email: _____

I, the undersigned, do hereby acknowledge that the information stated above is accurate and that the utility customer listed is presently prescribed medical equipment that meets the requirements of the policy of the City of Sallisaw as being life sustaining equipment.

Physician Signature: _____ Date: _____

Customer Signature: _____ Date: _____

Sallisaw CSR: _____ Received Date: _____

Copy to customer

Section	Current Version (Rev 2)	New Version (Rev 3)
Revision & Effective Date	Revision 2, no effective date listed	Revision 3, effective October 1, 2025
Purpose	Focuses on maintaining service for life-threatening conditions	Adds that extensions are granted but not forgiveness of amounts due
Notification Timeline	No specific timeline for submitting medical documentation	Requires submission of Medical Condition Certificate within 30 days; one-time 15-day extension possible
Form Name	Medical Condition Notification	Medical Condition Certificate
Duration of Validity	Not specified	Certificate valid for 12 months or physician-stated duration
Disconnection Delay	One-time 15-day extension	30-day suspension, with possible additional 30-day extension
Repeat Deferrals	Not addressed	More than 2 deferrals under same certificate triggers mandatory payment deferral agreement and referral to aid agencies
Appeals Process	Not mentioned	Customers may appeal disconnection decisions to the City Manager, who must respond within 5 business days
Legal Reference	No legal citation	Explicitly references OAC 165:35-21-10(f)

✓ **Compliance with OAC 165:35-21-10**

The most recent version of the policy aligns well with the Oklahoma Administrative Code 165:35-21-10, particularly subsection (f), which governs delays in disconnection for residential customers with medical conditions. Here's how:

- **Medical Certification:** The policy requires a certificate from a licensed physician, consistent with OAC requirements.
- **Disconnection Delay:** The 30-day suspension (with a possible 30-day extension) matches the OAC's provision for temporary delay of disconnection.
- **Non-Qualifying Equipment:** The policy explicitly lists non-qualifying equipment (e.g., battery-driven nebulizers), citing OAC 165:35-21-10(f).
- **Annual Renewal:** The requirement to renew the certificate annually or per physician's duration is consistent with best practices under the OAC.
- **Appeals Process:** The inclusion of a formal appeals process adds procedural fairness, though not explicitly required by the OAC, it enhances compliance transparency.

AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Dismiss Condemnation of Dilapidated Structure

ITEM TITLE: Discussion and possible action on request to rescind council's action of June 9, 2025, declaring the property at 805 S. Walnut Street a public nuisance and directing staff to abate the nuisance

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: On June 9th, Council voted to declare this property a public nuisance and directed staff to abate the nuisance. The property recently sold and the new owner plans to repair. They can not obtain permits unless prior action is rescinded.

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

EXHIBITS: 1. letter
2. walnut pics group

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Consider rescinding prior action declaring 805 S. Walnut Street a public nuisance and directing staff to abate the nuisance.

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

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

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

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

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

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

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

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

805 S WALNUT, SALLISAW, OKLAHOMA 74955

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

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

By: _____
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

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





AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Acceptance of Easements

ITEM TITLE: Discussion and possible action to accept utility easements and right-of-way acquired by Aviagen, LLC for the extension of a City water line to support the new feed mill expansion on South Cedar

INITIATOR: Aviagen
Community Development Director

STAFF INFORMATION SOURCE: Community Development Director

BACKGROUND: Aviagen has acquired the necessary easements for the water line extension project. These easements provide the City with rights for utility installation and related purposes. Council acceptance is required for the easements.

EXHIBITS: 1. Utility and Right of Way Easements
2. Aviagen Feed Mill Easement

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Acceptance of easement and right-of-way as presented.

488

I-2025-005426 Book 1732 Pg 428
08/13/2025 3:08pm Pg 0428-0430
Fee: \$22.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

WATER UTILITY AND RIGHT-OF-WAY EASEMENT

This Agreement made and entered into this 12 day of August, 2025, by Gary J. Hammer and Joan E. Hammer, Trustees of the Hammer Family Trust under Declaration of Revocable Trust dated October 3, 2023, the owner of the legal and equitable title to the described premises (hereinafter referred to as the "Grantor") in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid by the City of Sallisaw (hereinafter referred to as the "Grantee"), the receipt of which is acknowledged do hereby grant and convey to the Grantee and its successors and assigns, a perpetual easement and right-of-way through, over, under and across the following described real property and premises situated in Sequoyah County, State of Oklahoma:

See attached Exhibit "A"

(the "Property").

For the purposes of permitting the Grantee to erect, construct, install and lay and thereafter erect, construct, use, operate, inspect, repair, maintain, and replace underground and aboveground water utility lines and hydrants, together with such valves, fittings, and connections as are reasonably necessary for the operation of said water lines and hydrants, including without limitation hydrant systems, water system lines, lateral lines, and related water facilities as necessary, over, under, through and across the Property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording the Grantee, its officers, agents, employees, and all persons under contract with it, the right to enter upon and exit the Property for the purposes of enabling the Grantee to the construction, operation, repairing, and maintaining of water lines, fire hydrants, lateral lines, and all related water facilities thereof.

TO HAVE AND TO HOLD the easement and right-of-way to the Grantee, and its successors and assigns, forever.

Executed on the day and year written above.

THE HAMMER FAMILY TRUST UNDER
DECLARATION OF TRUST DATED OCTOBER 3,
2023

By: Gary J. Hammer
Gary J. Hammer,
Trustee

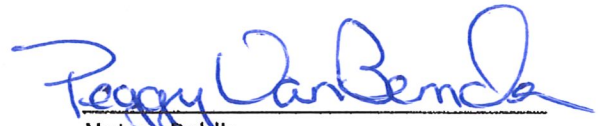
By: Joan E. Hammer
Joan E. Hammer,
Trustee

ACKNOWLEDGEMENT

I-2025-005426 Book 1732 Pg 429
08/13/2025 3:08pm Pg 0428-0430
Fee: \$22.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

STATE OF OKLAHOMA)
) §§
COUNTY OF SEQUOYAH)

This instrument was acknowledged before me on this 12 day of August, 2025, by Gary J. Hammer and Joan E. Hammer, Trustees of the Hammer Family Trust under Declaration of Revocable Trust dated October 3, 2023.


Notary Public

My Commission Expires:

7/19/26
SEAL



I-2025-005426 Book 1732 Pg 430
08/13/2025 3:08pm Pg 0428-0430
Fee: \$22.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

Exhibit "A"

A 40.00 FEET WATER UTILITY EASEMENT BEING PART OF THE NE/4 NE/4 OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 24 EAST OF THE INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE BASIS OF BEARING FOR THE DESCRIBED EASEMENT IS S00°08'05"W ALONG THE EAST LINE OF THE NE/4 OF SAID SECTION 18 AND BEING CREATED BY KELLY OSBURN, PLS#1628 ON JUNE 10, 2025.

BEGINNING AT A ODOT BRASS CAP MARKING THE NE CORNER OF THE NE/4 NE/4 OF SAID SECTION 18, THENCE ALONG THE EAST LINE THEREOF, S00°08'05"W 698.40 FEET; THENCE LEAVING SAID EAST LINE, N89°51'55"W 40.00 FEET; THENCE N00°08'05"E 698.20 FEET TO THE NORTH LINE OF SAID NE/4 NE/4; THENCE ALONG SAID NORTH LINE, N89°50'40"E 40.00 FEET TO THE POINT OF BEGINNING.

UTILITY AND RIGHT-OF-WAY EASEMENT

This Agreement made and entered into this 12 day of June, 2025, by **Olen Carson, Jr. and Loretta J. Carson, Trustees of the Carson Joint Revocable Trust**, the owner of the legal and equitable title to the described premises (hereinafter referred to as the "Grantor") in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid by **the City of Sallisaw** (hereinafter referred to as the "Grantee"), the receipt of which is acknowledged do hereby grant and convey to the Grantee and its successors and assigns, a perpetual easement and right-of-way through, over, under and across the following described real property and premises situated in Sequoyah County, State of Oklahoma:

See attached Exhibit "A"

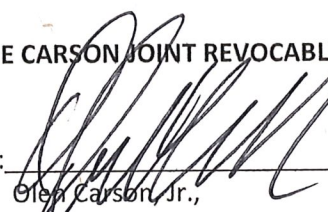
(the "Property").

For the purposes of permitting the Grantee to erect, construct, install and lay and thereafter erect, construct, use, operate, inspect, repair, maintain, and replace utility lines, including without limitation fire hydrant systems, water system lines, lateral lines, and related facilities, over, under, through and across the Property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording the Grantee, its officers, agents, employees, and all persons under contract with it, the right to enter upon and exit the Property for the purposes of enabling the Grantee to do any and all convenient things incident to the construction, operation, repairing, and maintaining of fire hydrants, water lines, lateral lines, and all related facilities thereof.

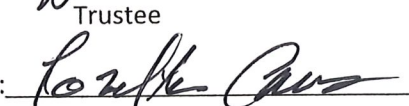
TO HAVE AND TO HOLD the easement and right-of-way to the Grantee, and its successors and assigns, forever.

Executed on the day and year written above.

THE CARSON JOINT REVOCABLE TRUST

By: 

Olen Carson, Jr.,
Trustee

By: 

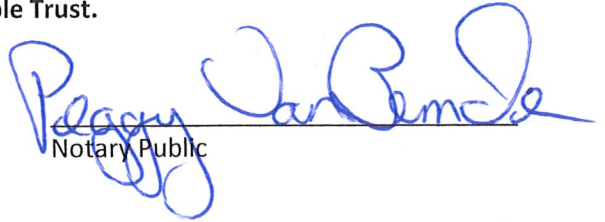
Loretta J. Carson,
Trustee

I-2025-005427 Book 1732 Pg 432
08/13/2025 3:08pm Pg 0431-0433
Fee: \$22.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) §§
COUNTY OF SEQUOYAH)

This instrument was acknowledged before me on this 12 day of June, 2025, by **Olen Carson Jr.**
and **Loretta J. Carson, Trustees of the Carson Joint Revocable Trust.**



Notary Public

My Commission Expires:

7/19/26
SEAL



I-2025-005427 Book 1732 Pg 433
08/13/2025 3:08pm Pg 0431-0433
Fee: \$22.00 Doc: \$0.00
Julie Haywood - Sequoyah County Clerk
State of OK

Exhibit "A"

A 40.00 FEET UTILITY EASEMENT BEING PART OF THE NE/4 NE/4 OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 24 EAST OF THE INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE BASIS OF BEARING FOR THE DESCRIBED EASEMENT IS S00°08'05"W ALONG THE EAST LINE OF THE NE/4 OF SAID SECTION 18 AND BEING CREATED BY KELLY OSBURN, PLS#1628 ON JUNE 10, 2025.

BEGINNING AT A ODOT BRASS CAP MARKING THE NE CORNER OF THE NE/4 NE/4 OF SAID SECTION 18, THENCE ALONG THE EAST LINE THEREOF, S00°08'05"W 698.40 FEET; THENCE LEAVING SAID EAST LINE, N89°51'55"W 40.00 FEET; THENCE N00°08'05"E 698.20 FEET TO THE NORTH LINE OF SAID NE/4 NE/4; THENCE ALONG SAID NORTH LINE, N89°50'40"E 40.00 FEET TO THE POINT OF BEGINNING.



1 inch = 175 feet

Created By Keith Miller on 8/29/2025 8:47:16 AM via DataScout OneMap®

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Rezone from Neighborhood Shopping District (C-2) to Residence District (R-2)

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2025-005; rezoning request from Neighborhood Shopping District (C-2) to Residence District (R-2) by Vincent and Betty Pierce and Ordinance 2025-16; *An Ordinance amending the Zoning Map of Sallisaw and Declaring an Emergency*

INITIATOR: Vincent Pierce

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Mr. and Mrs. Pierce are seeking to rezone the property located at 710 South Wheeler Avenue. They would like the property to be a residence instead of having a commercial business on it. Planning Commission heard this item on September 2nd and recommend approval.

EXHIBITS:

1. PC2025-005 App
2. PC2025-005 Notice of Hearing
3. PC2025-005 News paper map
4. Ordinance 2025-16 rezone pierce

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Planning Commission Case No. PC 2025-005 and Ordinance 2025-16.
- b. Approval of Emergency Clause.

CASE # PC2025-005

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District R-2

General Location Wheeler St and Delaware Ave

(Street Address)

Present Use of Property none empty

Proposed Use of Property Residential living

Record Owner of Property Vincent Pierce

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

☐ agent for, ☐ other

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

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

Signed Vincent Pierce

Address 22-S-Interstate crl

Phone 918-315-8653

pierceubs@gmail.com

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date _____

Application No.: _____ Requested: _____

Fee Receipt: _____ P.C Date: _____

City Council: _____

Date: _____

Ordinance No.: _____

NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

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

LOT 5 &; THAT PT OF LOT 1, DES AS BEG AT NW/C OF LOT 1, E.110', S.90', NWLY ALONG E. SIDE OF DELAWARE AVENUE TO POB ALL LOCATED IN BLOCK 48 ORIGINAL TOWN OF SALLISAW LESS PT OF LOTS 1 &; 5 BEG. AT SE/C OF LOT 1, N.16.6', N.53-19 W.171.5', THENCE ON A 22-40 CURVE TO THE RIGHT WITH A RADIUS OF 252.9' &; A CENTRAL ANGLE OF 49-20 TO A POINT ON WEST PROPERTY LINE OF LOT 5, 381.1', S.3-59 E. OF NW/C, S.03-59 E.61.9', S.53-19 E.264.3' TO POB

has filed with the Sallisaw Planning Commission a written application # **PC 2025-005** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Neighborhood Shopping District (C-2) to Residence District (R-2).**

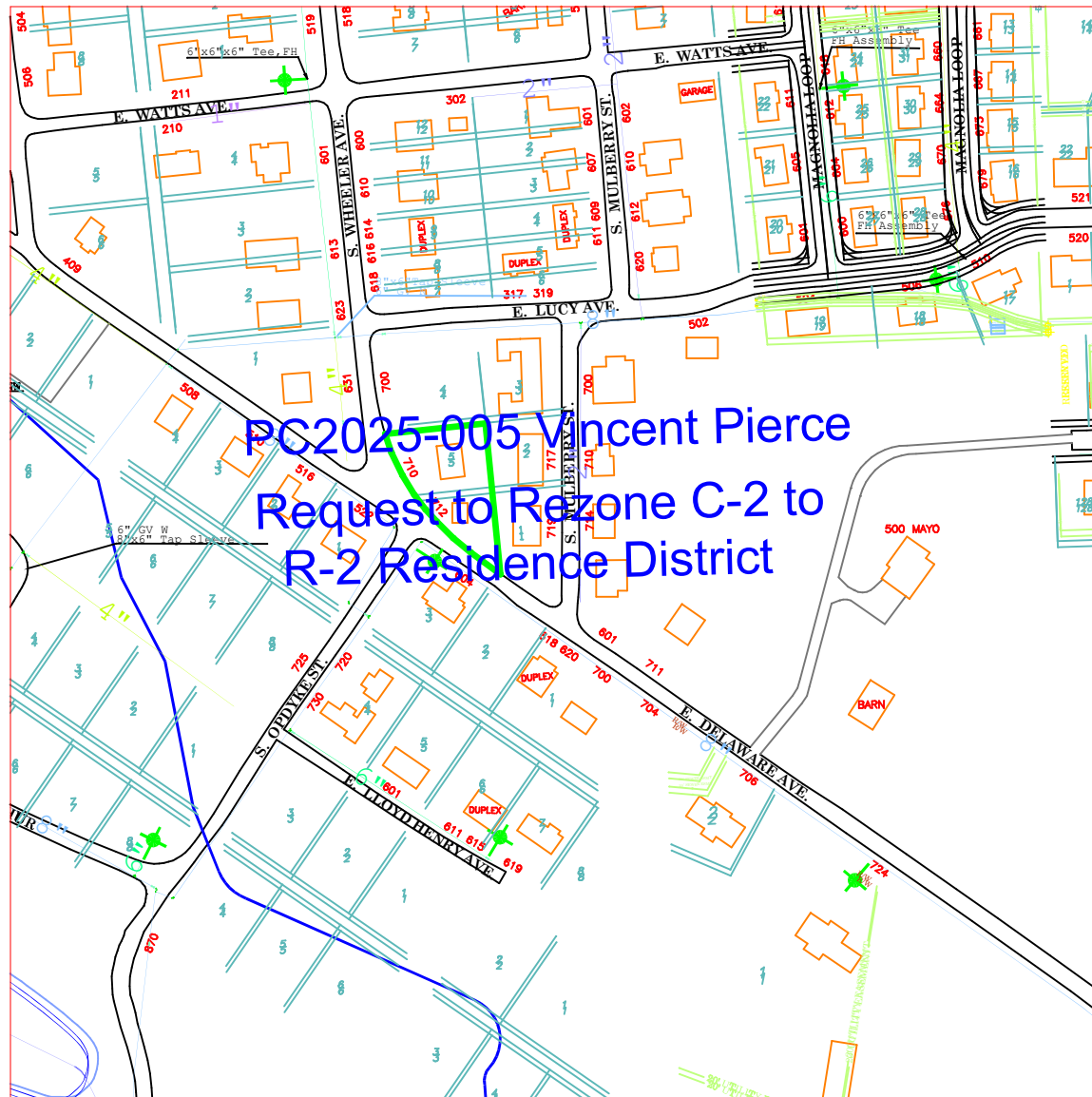
The undersigned will present said application to the Sallisaw Planning Commission on **September 2, 2025**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 13th day of August, 2025.

By: **Vincent D. Pierce and Betty J. Pierce**
Owner(s)

Or By: _____
Agent

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

Bill To:
Vincent Pierce
22 E. Interstate Circle
Sallisaw, OK 74955
918-315-8653



ORDINANCE NO. 2025-16

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

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

SECTION 1.

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

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

LOT 5 AND THAT PART OF LOT 1, DESCRIBED AS BEGINNING AT THE NW CORNER OF LOT 1; THENCE EAST 110 FEET; THENCE SOUTH 90 FEET; THENCE NORTHWESTERLY ALONG THE EAST SIDE OF DELAWARE AVENUE TO THE POINT OF BEGINNING; ALL LOCATED IN BLOCK 48 TO THE ORIGINAL TOWN OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA, LESS A STRIP, PIECE OR PARCEL OF LAND IN LOTS 1 AND 5 BLOCK 48 OF THE ORIGINAL TOWN OF SALLISAW, AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 1, THENCE NORTH 16.6 FEET; THENCE N53°19'W 171.5 FEET; THENCE ON A 22° 40' CURVE TO THE RIGHT WITH A RADIUS OF 252.9 FEET; AND A CENTRAL ANGLE OF 49°20' TO A POINT ON THE WEST PROPERTY LINE OF LOT 5, 381.1 FEET SOUTH 3°59'E OF THE NW CORNER; THENCE S03°59'E 61.9 FEET; THENCE S53°19'E 264.3 FEET TO THE POINT OF BEGINNING.

be and the same is hereby changed from C-2 to R-2, which is owned by Vincent D. Pierce and Betty J. Pierce

SECTION 2.

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

Approved this 8th day of September, 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: September 8, 2025
Board: Board of City Commissioners
Subject: Plat Presentation of Prairie Sky Phase II by Sallisaw Apartment Partners, LLC

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2025-006; plat presentation of Prairie Sky Phase II by Sallisaw Apartment Partners, LLC.

INITIATOR: Kelly Osburn, agent for Sallisaw Apartment Partners, LLC

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn of Osburn Land Surveyors, agent for Sallisaw Apartment Partners, LLC, will present a plat of Prairie Sky Phase II, an addition to the City of Sallisaw, for consideration. The property is located approximately 3/10 mile west of Kerr Blvd. on the North side of Drake Road. The Planning Commission reviewed the plat and recommended approval.

EXHIBITS:

1. PC25-006+PB25-003 App
2. Phase 2 Prairie Sky Plat PDF
3. Prairie Sky Phase 2 Utilities

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Plat of Prairie Sky Phase II.

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for the consideration of a recommendation to the City Council for

Prairie Sky Phase II

General Location Dialle Road
(Street Address)

Present Use of Property Residential R1

Proposed Use of Property 8Amm

Record Owner of Property Sallisan Apartment Partners LLC.

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

☒ agent for, _____ ☐ Other _____

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

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

Signed [Signature]

Address P.O. Box 1406 Sallisan

Phone 918-774-4450

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application received by: Km

Date: 7-14-25 3:45pm

Fee Receipt: \$200

Present Zoning: R-1

Application No.: _____

Requested: —

PC Action: _____

Date: _____

City Action: _____

Date: _____

Ordinance No.: _____

AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Ordinance No. 2025-17

ITEM TITLE: Discussion and possible action on Ordinance No. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: This ordinance will prohibit all types of "chicken houses" in agricultural zoned areas. It does NOT prohibit personal use chicken coops that are compliant with the animal control ordinance. Planning Commission reviewed the item at their September 2nd meeting. This ordinance reflects their recommendations.

EXHIBITS: 1. Ordinance No. 2025-17 Chicken house section v3.final

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Ordinance 2015-17
b. Approval of emergency clause (if wanting to go in to effect immediately).

ORDINANCE 2025-17

AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102- 223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 102, Article IV, Division 2 be amended by enacting the following section, to wit:

Sec. 102-223.2 — Poultry Facilities; permitted and prohibited uses in A-1.

(a) Purpose. The purpose of this section is to preserve the small-scale agricultural character of the A-1 Agricultural District within the city limits while protecting public health and safety and preventing industrial-scale animal feeding and processing uses that are incompatible with surrounding rural-residential patterns.

(b) Applicability. This section applies to all land zoned A-1 within the corporate limits of the City of Sallisaw and does not apply to any Industrially zoned areas or change any Residential zoning restrictions.

(c) Incorporation of state definitions. Terms used in this section shall have the meanings assigned by Oklahoma law, as amended, including but not limited to:

1. **“Poultry Feeding Operation (PFO)”** as defined in the Oklahoma Registered Poultry Feeding Operations Act (Title 2 O.S. §10-9.1 et seq.), Confines poultry ≥ 45 days/year, vegetation not sustained; requires registration & NMP; $> 1,000$ birds usually.
2. **“Concentrated Animal Feeding Operation (CAFO)”** for poultry, as defined by Oklahoma Administrative Code and applicable federal Clean Water Act rules adopted by the State of Oklahoma. [Very large/high-risk PFO; $\geq 125,000$ broilers or $\geq 82,000$ layers; stricter waste/water permits (OAC 35:17)]
3. **“Custom-exempt poultry processing plant”** as referenced in state meat and poultry inspection laws adopting 9 C.F.R. §381.10 exemptions. [$\leq 20,000$ birds/year slaughtered on-farm; exempt from USDA continuous inspection; must meet OK licensing]

4. **“Poultry house / house.”** For purposes of interpreting permitted small-scale facilities, “poultry house” means any building used to house poultry (OAC 35:15-19-1).
5. **“Hatchery.”** Any building, structure, or place in which poultry eggs are incubated, hatched, or chicks are held or sold. (OAC 35:15-19-2)

(d) Permitted uses (by right) related to poultry in A-1.

The following are permitted, subject to all other applicable codes (setbacks, sanitation, nuisance) and any permits required by Chapter 10 (Animals) and Chapter 102:

1. **Chicken coops and personal-use poultry facilities** used to keep fowl for household consumption or hobby purposes, consistent with Chapter 10 (Animals) and any city limits on species, numbers, setbacks, and sanitation.
2. **Ancillary structures** customarily incidental to the above (runs, small brood houses, storage sheds), provided they remain subordinate in size and function to the principal agricultural use and do not constitute a prohibited use under subsection (e).

(e) Prohibited uses in A-1.

The following uses are prohibited in the A-1 Agricultural District within city limits:

1. **Poultry Feeding Operations (PFOs)** requiring registration with the Oklahoma Department of Agriculture, Food & Forestry. [Confines poultry ≥ 45 days/year, vegetation not sustained; requires registration & NMP; $>1,000$ birds usually. (2 O.S. §10-9.1)]
2. **Concentrated Animal Feeding Operations (CAFOs) for poultry**, whether large, medium, or designated.
3. **Custom-exempt poultry processing plants** (on-farm or off-farm slaughter/processing facilities operating under the federal custom exemption).
4. **Hatcheries** (buildings where poultry eggs are incubated, hatched, or chicks are held or sold), provided the facility complies with all applicable state licensing and inspection requirements and city development standards.
5. Any poultry facility or aggregation of facilities that, by capacity, confinement duration, or waste handling, would meet or exceed the thresholds for a PFO or CAFO under state law.

(f) Development and operational standards for permitted poultry facilities.

All chicken coops, hatcheries, and ancillary structures must comply with the following standards:

1. Setbacks.
 - o Minimum 25 feet from any side or rear property line.
 - o Minimum 50 feet from any dwelling on an adjacent lot.
 - o No structure permitted in the front yard setback.
2. Size and height.
 - o Maximum coop size: 200 square feet floor area.
 - o Maximum height: 10 feet.

- o Hatcheries may exceed this limit only if they comply with all building and fire codes.
- 3. Sanitation and waste management.
 - o Manure and litter shall be removed or composted regularly to prevent odor, flies, and runoff.
 - o Storage of manure must be in covered containers or bins.
 - o No disposal of poultry waste in storm drains or natural drainageways.
- 4. Nuisance controls.
 - o Facilities shall be maintained to prevent noxious odors, excessive noise, unsanitary conditions, or attraction of vermin.
 - o Continuous noise from poultry or equipment that interferes with neighboring residential use is prohibited.
- 5. Enclosure requirements.
 - o Poultry shall be kept in a secure coop and/or fenced run.
 - o Birds shall not be allowed to roam at large.
- 6. Lighting and ventilation.
 - o Any artificial lighting shall be shielded to prevent spillover onto neighboring property.
 - o Adequate ventilation must be provided for animal health and odor control.

(g) Nonconformities.

Any poultry use lawfully established in A-1 prior to the effective date of this section that becomes nonconforming may continue as a legal nonconforming use subject to Article VII (Nonconformities). Expansion, intensification, or change to another prohibited use is not allowed.

(h) Enforcement.

Zoning clearance is required per Sec. 102-5 for new or expanded facilities. Violations of this section are subject to the enforcement provisions of Chapter 102 and Chapter 10 (Animals), including abatement of nuisances.

(i) Relationship to state law.

This section is adopted as a **land-use regulation for public health and safety** and shall be construed consistently with Title 2 O.S. §2-2-4c. Nothing herein authorizes the city to regulate livestock care and handling beyond what is permitted by state law.

SECTION 2. Severability.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion, or clause of this ordinance is held invalid or determined to be unconstitutional by any court or competent

jurisdiction, the remaining sections, subsections, paragraphs, sentences, phrases, portions, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 3. Repealer.

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

SECTION 4. Codification.

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

SECTION 5. Effective Date.

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

Approved this 8th day of September 2025.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

Approved as to form and legality:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: September 8, 2025
Board: Board of City Commissioners
Subject: Ordinance On Street Parking

ITEM TITLE: Discussion and possible action on Ordinance 2025-18; AN ORDINANCE AMENDING CHAPTER 78 OF THE SALLISAW CODE OF ORDINANCES BY ADDING SECTION(S) 78.13 THROUGH 78.17 TO ARTICLE I OF CHAPTER 78, TO ESTABLISH REGULATIONS GOVERNING ON-STREET PARKING RESTRICTIONS, SIGNAGE, ENFORCEMENT, PENALTIES, AND EXCEPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: This document restricts on street parking based on road width, varying from no parking, one side of the street parking and both side parking. The width restrictions are based on the ability of emergency vehicles to pass on the road in the "remaining space" given permitted on street parking.

EXHIBITS: 1. 2025-18 Road width and Parking V2

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance No. 2025-18.

Ordinance No. 2025-18

AN ORDINANCE AMENDING CHAPTER 78 OF THE SALLISAW CODE OF ORDINANCES BY ADDING SECTION(S) 78.13 THROUGH 78.17 TO ARTICLE I OF CHAPTER 78 , TO ESTABLISH REGULATIONS GOVERNING ON-STREET PARKING RESTRICTIONS, SIGNAGE, ENFORCEMENT, PENALTIES, AND EXCEPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. AMENDMENT

That Chapter 78, Article I of the Sallisaw Code of Ordinances shall be, and hereby is, amended by adding Section 78.13, 78.14, 78.15, 78.16, and 78.17 to 78.18, to-wit:

Section 78-13: On-Street Parking, Standing or Street Obstruction Restrictions

Purpose: To ensure that emergency vehicles can safely and efficiently navigate all streets within the City of Sallisaw, this ordinance establishes regulations for on-street parking or obstructing the established Public Streets and walkways.

Section 78-14: Definitions

- **Borough Ditch:** Open ditch designed to collect rainwater from the roadway.
- **Emergency Vehicle:** Any vehicle designated for emergency response, including but not limited to fire trucks, ambulances, and police vehicles.
- **Obstructing:** Parking, Standing, or stopping in a manner that creates less than 12 feet of travel in the roadways or blocks the established walking surfaces.
- **Parking Lane:** The portion of the road designated for vehicle parking.
- **Pavement:** The paved driving surface.
- **Road Width:** The total width of the road surface, measured from edge of pavement to edge of pavement. (Burrough ditches or curb and gutter do not apply to this measurement)
- **Sidewalk:** Paved walking surfaces intended for pedestrian use.

Section 78-15: Parking Restrictions

- All parking in Commercial and Industrial zoned areas shall be off-street only.
- In areas where borough ditches are present in Residential zones, there shall be no On-street parking.
- On-street parking in Residential zoned areas shall be permitted only on roads where the remaining width, after accounting for parked vehicles is a minimum of 12 feet and allows for the safe passage of emergency vehicles.
- Roads with a total width of 23 feet or less shall be designated as no-parking zones.
- Roads with a total width between 24 and 35 feet shall allow parking on one side only, as designated by appropriate signage.
- Roads with a total width of 35 feet and greater shall allow parking on both sides.
- No parking across or upon any sidewalk or pedestrian walkway.

Section 78-16: Signage and Enforcement

- The City of Sallisaw shall install appropriate signage to indicate parking restrictions on affected roads.
- Violations of this ordinance shall be subject to fines and penalties as established by the City of Sallisaw's traffic regulations. (Traffic regulations don't have fines)

(This is from a different Code section)

Violations and fines. It shall be unlawful and an offense to violate or fail to comply with any of the requirements of this article. Upon conviction, the penalty shall be a fine of up to \$1,000.00, but in no case less than \$100.00, plus court costs per day for each day the violation continues.

- The City of Sallisaw's law enforcement and Code enforcement officers shall be responsible for enforcing this ordinance.

Section 78-17: Exceptions

- Temporary parking permits may be issued for special events, construction, or other circumstances as deemed appropriate by the City of Sallisaw.
- Emergency vehicles and other authorized vehicles are exempt from the parking restrictions established by this ordinance.

SECTION 2. RESERVED SECTIONS.

Section 78-18 through 78-44: Reserved.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be effective thirty (30) days after passage upon meeting the publication requirements.

Approved this 8th day of September, 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

Attest:

KIM JAMISON, City Clerk
[SEAL]

Approved as to form and legality:

JORDAN PACE, City Attorney

ADMINISTRATIVE REPORTS

Meeting Date:	September 8, 2025
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

- Sep 24th-25th - CMP Planning Charrette--Stakeholder meetings 9-12 (24th) and 3-4:30 (25th) with Public Open House 6-7:30 (25th)
- October 10-11 - CMP pop-up events (Summit-Football-Fall Festival)
- October 13th - Regular Meeting

City Manager Reports:

- Road work is just about done...they still have a little bit of work to do.
- Sod that paid for by the SYL was laid out at the Sports Complex over the last couple of days. Shout out to the parks dept for some good work.
- Auction slated for October 18th.
- Fall clean up will occur the last week of October with Chunk-Your-Junk happening on 25th and crews out working in our parks, ditches and roadways.

City Projects:

- AMI project is "paused" for the moment. They will be back this fall to finish the water meters that we have and all of the electric meters.--Expectation management...if your water meter was swapped out, there is a decent chance that your bill will go up. It should not go up astronomically. If it does, reach out to us, and we will work through it. Your old meter was probably underreading your usage. Expect the bill/new meter to accurately reflect your usage up to a 50-75% increase in usage. Anything over that...please reach out to us. For example if a family of four was only registering 2-3k gallons (or less) on the old meter, the "AMI bill" will most likely be higher and more accurate.
- We are working on chipping and sealing Lennington. We realize this is only a bandaid and will come back and repave it all when we have the funding.
- Drake sewer was discussed tonight
- Skate Park--we will begin the process to get that design to 100% and bid to start the process with dirt turning hopefully by OCT
- Soccer fields--we were awarded the gratin funding and will be going back out for bid in the following months with the goal of turning dirt and laying sod over the winter through early spring and playing on it next fall.