

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

June 8, 2020

6:00 P.M.

**WHEELER EVENT CENTER
103 NORTH WHEELER
SALLISAW, OK**

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Public Hearing on Proposed Budget for Fiscal Year 2020-21**
- 4. Consider approval of Resolution No. 2020-12; Approving and Adopting the Budget for Fiscal Year 2020-21**
- 5. Removal of any Item from the Consent Agenda**
- 6. Consent Agenda**
 - (a) Consider Approval of Minutes of Regular Meeting of May 11, 2020 and Special Meeting of May 19, 2020
 - (b) Acknowledge Invoice Paid Report for May 2020
 - (c) Consider Approval of Renewal of Lease Agreement Between the City of Sallisaw and SAC Counties Nutrition Project
 - (d) Consider Approval of Agreement for City of Sallisaw Municipal Court Jurisdiction Concerning Juveniles
 - (e) Consider Approval of Renewal of Agreement for Impoundment of Animals with the Town of Gans, the Town of Gore and the Town of Vian

- (f) Consider approval of Agreement between the City of Sallisaw and Sallisaw Lumber Company
- (g) Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Main Street
- (h) Consider Approval of Agreement Between the City of Sallisaw and Sallisaw Chamber of Commerce
- (i) Consider Approval of Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation
- (j) Consider Approval of Agreement Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County
- (k) Acknowledge Mayor's reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2021; and, reappointment of Todd Martin as the City representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a four (4) year term expiring June 2024
- (l) Consider approval of resolutions for lease purchase renewals; Resolutions 2020-13 through 2020-20
 - (1) 2020-13 One (1) 2012 Caterpillar Model D6T 4 XL Track Type Tractor, Serial Number 0TSM00135 (Payoff 11/2020)
 - (2) 2020-14 One (1) 2017 Mack MRU613 Cab and Chassis, Serial Number 1M2AV04C1JM018491, with 40 Yard Mammoth Overhead Packer Body, Serial Number 15590F-8-17 (Payoff 12/2020)
 - (3) 2020-15 One (1) 2019 Freightliner M2-106, 4X2 Cab & Chassis w/Altec AM55E Body; Serial Number 3ALACXFC0KDKG7560 (Payoff 12/2021)

- (4) 2020-16 One (1) 2019 Kenworth T370 Cab & Chassis w/ 20 Yd Pak-Mor R220C Body; C&C Serial Number 2NKHJ7X7KM288480; Packer Body Serial Number PMLR220C009722418 (Payoff 01/2022)
- (5) 2020-17 One (1) 2019 Case 580SN 2WD Loader Backhoe Serial Number JJGN58SNJKC762224 (Payoff 04/2022)
- (6) 2020-18 One (1) 2018 Freightliner M2106 4-Door Cab & Chassis, Vin Number 1FVACXFC5JHJY4638, W/Brush Hawg AWC-Model Grapple, Bed & Body, Serial Number 1004254AWC (Payoff 08/2023)
- (7) 2020-19 Rebuilt Core Aljon ADV525 Tier 2 Landfill Compactor, Serial Number 20R-14342-03 / RN Number 150816 (Payoff 05/2024)
- (8) 2020-20 Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler (Payoff 11/2028)

7. Consider any Item Removed from the Consent Agenda

8. Consider Approval of Invoice and Renewal Participation Agreement with the Oklahoma Municipal Assurance Group (OMAG) for FY 2020-21 Workers' Compensation Insurance

9. Discuss and Consider Approval of Resolution 2020-21; Renewing the Sales Tax Agreement Between the City of Sallisaw and the Sequoyah County-City of Sallisaw Hospital Authority

10. Consider Approval of Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw

- (a) Resolution 2020-22; A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance

- (b) Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance
- 11. Consider and Adopt Resolution 2020-23; Authorizing the Continued Appropriation of Certain Sales Tax Proceeds to The Sallisaw Municipal Authority; Approving a Sales Tax Agreement Relating Thereto; and Declaring an Emergency**
- 12. Consider Approval of Sales Tax Agreement Between the City of Sallisaw and the Sallisaw Municipal Authority**
- 13. Consider Approval of Agreement to Provide School Resource Officers for Year 2020/2021**
- 14. Consider Approval of Lease Agreement Between the City of Sallisaw and Sallisaw NOW for Lease of Office and Storage Space at 101 and 103 North Wheeler**
- 15. Consider Approval of Fixed Base Operator Contract For the Period of July 1, 2020 to June 30, 2021, Between the City of Sallisaw and Thomas Hanning, d/b/a T3 Aerosports, LLC**
- 16. Discuss and Consider Approval of Purchase Order No. 81267, Issued to Heartland Truck Sales & Service of Oklahoma City, in the Amount of \$39,900.00 for the Purchase of One (1) 2011 Peterbilt 388, for the Street Department**
- 17. Discuss and Consider Approval of Staff's Request to Reinvest the Following Certificates of Deposit**
 - (a) Sallisaw Reserve Fund Certificate of Deposit for 63 days with National Bank of Sallisaw, the High Bidder
 - (b) Cemetery Fund Certificate of Deposit for 63 days with National Bank of Sallisaw, the High Bidder
- 18. Consider Approval of City Manager Contract for Period of July 1, 2020 to June 30, 2021**

19. Convene in Executive Session for the Purpose of Discussing Negotiations Concerning Employees and Representatives of Employee Groups, as Authorized by Title 25 O.S., § 307(B)(2), and for the Purpose of Discussion Concerning the Potential Purchase of Real Property; as Authorized by Title 25 O.S., § 307 (B)(3)

20. Reconvene to Regular Session

21. Possible Action or Direction Pursuant to Executive Session

22. Administrative Reports

23. Adjourn

Posted: JUNE 4, 2020

Time: 3:45 P.M.

Dianna Davis

RESOLUTION 2020-12

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SALLISAW, OKLAHOMA, FOR THE PERIOD JULY 1, 2020, THROUGH JUNE 30, 2021, FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET

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

WHEREAS, the budget for the fiscal year July 1, 2020 through June 30, 2021, has heretofore been presented to the Board of City Commissioners and due deliberation had thereon, and public hearing(s) having been held as required by Charter and/or Statute, and all comments and objections have been considered; and

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

Budget Resolution

Revenue

Governmental Funds

010. GENERAL FUND 10	21,131,602
030. CAPITAL IMPROVEMENT FUND 30	2,404,307
092. INFRASTRUCTURE IMPROVE FUND 92	884,998

Sub-Total Governmental Funds 24,420,907

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	995,420
020. STREET & ALLEY FUND 20	136,251
021. YOUTH & RECREATION FUND	234,384
022. FIRE DEPARTMENT FUND	130,543
023. POLICE DEPARTMENT FUND	30,590
025. POLICE TECHNOLOGY FUND	36,627
050. LIBRARY FUND 50	0
051. LIBRARY TRUST AUTHORITY (51)	90,274
070. CEMETERY FUND 70	386,111
087. STATE OF OKLAHOMA PROJECTS	0
093. POLICE DRUG FUND	75,611
102. USDA RURAL DEVELOPMENT	0
103. ODOC/CDBG FUNDING & GRANTS	0

104. SALLISAW NOW CARA GRANT 18-21	54,000	
105. SALLISAW NOW DFC GRANT	125,000	
106. SALLISAW NOW PFS GRANT	20,000	
107. 107 PFS GRANT YRS 2019 - 2024	300,000	
108. RECREATIONAL GRANT PROJECTS FU	0	
109. USDA NORTH SUBSTATION	984,193	
110. FR CARA GRANT YRS 2019-2023	500,000	
117. US Justice COPS	0	
118. FAA FUNDING	503,853	
Sub-Total Special Revenue Funds	4,602,857	
Total Governmental Funds Revenue		29,023,764
Proprietary Funds		
090. SALLISAW MUNICIPAL AUTH 90	28,989,769	
096. SALLISAW ECONOMIC AUTHORITY	37,651	
Total Proprietary Funds Revenue		29,027,420
Fiduciary Funds		
060. METER FUND 60	798,688	
Total Fiduciary Funds Revenue		798,688
Total Revenue		58,849,872

Appropriations & Transfers

010.GENERAL FUND	\$ 14,310,602
030.CAPITAL IMPROVEMENT FUND	\$ 2,404,307
092.INFRASTRUCTURE IMPROVEMENT FUND	\$ 884,998
Sub-Total Governmental Funds	\$ 17,599,907

Governmental-Special Revenue Funds

015. SALLISAW RESERVE FUND	\$ 995,420
020. STREET & ALLEY FUND 20	\$ 136,251
021. YOUTH & RECREATION FUND	\$ 234,384
022. FIRE DEPARTMENT FUND	\$ 130,543
023. POLICE DEPARTMENT FUND	\$ 30,590
025. POLICE TECHNOLOGY FUND	\$ 36,627
050. LIBRARY FUND 50	\$ -
051. LIBRARY TRUST AUTHORITY (51)	\$ 90,274
070. CEMETERY FUND 70	\$ 386,111
087. STATE OF OKLAHOMA PROJECTS	\$ -

093. POLICE DRUG FUND	\$	75,611	
102. USDA RURAL DEVELOPMENT	\$	-	
103. ODOC/CDBG FUNDING & GRANTS	\$	-	
104. SALLISAW NOW CARA GRANT 18-21	\$	54,000	
105. SALLISAW NOW DFC GRANT	\$	125,000	
106. SALLISAW NOW PFS GRANT	\$	20,000	
107. 107 PFS GRANT YRS 2019 - 2024	\$	300,000	
108. RECREATIONAL GRANT PROJECTS FU	\$	-	
109. USDA NORTH SUBSTATION	\$	984,193	
110. FR CARA GRANT YRS 2019-2023	\$	500,000	
117. US Justice COPS	\$	-	
118. FAA FUNDING	\$	503,853	
Sub-Total Special Revenue Funds	\$	4,602,857	
Total Governmental Funds Appropriations			\$ 22,202,764
 Proprietary Funds			
090.Sallisaw Municipal Authority	\$	14,036,428	
096. SALLISAW ECONOMIC AUTHORITY	\$	37,651	
Total Proprietary Funds			\$ 14,074,079
 Fiduciary Funds			
060. METER FUND 60	\$	798,688	
Total Fiduciary Funds			\$ 798,688
 Transfers Out From General Fund			
010-950-58802. TRANSFER SALES & USE TAX	\$	6,437,000	
010-950-58803. RESERVE FUND 15	\$	100,000	
010-950-58804. GRANT MATCH FOR FAA FUND 118	\$	45,000	
010-950-58805. GRANT MATCH	\$	40,000	
010-950-58806. TRANSF TO YOUTH & REC FUND	\$	72,000	
010-950-59901. CHAMBER OF COMMERCE	\$	44,000	
010-950-59902. SIC	\$	33,000	
010-950-59903. MAIN STREET	\$	15,000	
010-950-59904. KIBOIS AREA TRANSIT	\$	35,000	
010-950-59905. CHAMBER/TRANSFER OF GRANT	\$	-	
Total Transfers from General Fund	\$	6,821,000	
 Transfers Out From Sallisaw Municipal Authority			
090-400-58802. TRAN TO G.F. SALES TAX	\$	1,493,750	
090-400-58803. TRANS TO C.I. SALES TAX	\$	731,875	

090-400-58804. TRAN TO HOSP AUTH-SALE TX	\$	731,875
090-400-58806. USE TAX TRANSFER TO GEN	\$	582,000
090-400-58808. TRANSF TO FUND 92	\$	200,000
090-400-58830. TRANSFER TO GEN FUND	\$	10,413,841
090-400-58831. TRANSFER TO CAP IMP FUND	\$	800,000

Total Transfers from Sallisaw Municipal Authority	\$	14,953,341
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Total Transfers All Funds	\$	21,774,341
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Total Appropriations & Transfers	\$	58,849,872
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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA:

That the budget for the City of Sallisaw, Oklahoma, now before the said Board of City Commissioners for consideration, as herein above summarized and a complete copy of which is on file with the City Clerk, be and the same is hereby adopted as the budget for the said City of Sallisaw, Oklahoma, for the period of July 1, 2020, through June 30, 2021.

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

Passed and approved this the 8th day of JUNE, 2020.

CITY OF SALLISAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

DIANNA DAVIS, City Clerk
(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MAY 11, 2020

The Board of City Commissioners met in a regular meeting on May 11, 2020, in the Wheeler Event Center, 103 North Wheeler, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by posting at city hall; by posting on the city's website and, by giving notice to the City Clerk.

Members present: Ernie Martens, Mayor
Ronnie Lowe, Member, Ward 1
Philip Gay, Member, Ward 2
Julian Mendiola, Member, Ward 3
Shannon Vann, Member, Ward 4

Members absent: (None)

Staff present: Keith Skelton, City Manager
John R. Montgomery, City Attorney
Dianna Davis, City Clerk
Robin Haggard, Finance Director
Randy Sizemore, Purchasing Agent
Terry Franklin, Chief of Police
Keith Miller, Building Development Director
Chris Carter, Code Inspector
Blakely Smith, Jr., Electric Superintendent
George Bormann, Grants Admin. / Eco. Dev. Dir.
Jacob Acker, Computer Technician
Christian Sizemore, Network Manager

Others present: Laura Brown, KXXM.

Mayor Martens called the meeting to order at 6:00 p.m. and declared a quorum was present.

REMOVAL OF ANY ITEM FROM THE CONSENT AGENDA

None

CONSENT AGENDA

- (a) Consider Approval of Minutes of Regular Meeting of April 13, 2020 and Special Meetings of April 5, 2020, and April 23, 2020

- (b) Acknowledge Invoice Paid Report for March 2020
- (c) Acknowledge O.D.E.Q. Permit No. SL000068200066 for the Construction of 1,251 Linear Feet of Eight (8) Inch PCV Sanitary Sewer Line and all Appurtenances to serve the Sewer Improvements - Chickasaw Avenue/Creek Avenue/Port Arthur Avenue, Sequoyah County, Oklahoma
- (d) Consider Approval to Cast Official Ballot for Pam Polk, City Manager, City of Collinsville, and Russ Meacham, Chief Financial Officer, City of Perry, for two (2) Positions on the Board of Trustees of the Oklahoma Municipal Assurance Group (OMAG); Each for Three (3) Year Terms Commencing on July 1, 2020

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

CONSIDER ANY ITEM REMOVED FROM THE CONSENT AGENDA

None.

CONSIDER APPROVAL OF RESOLUTION 2020-07; A RESOLUTION TO AMEND THE AGREEMENT ESTABLISHING THE OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG)

Motion was made by Mendiola, seconded by Gay, for approval of Resolution 2020-07. Vote: Mendiola aye; Gay aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER ITEMS RELATED TO THE OMAG RECOGNITION PROGRAM

- (a) Review the Municipal Liability Protection Plan Declarations Page and Explanation of Coverage
- (b) Approval of Staff's Recommendation that No Amendments are Needed for the City Council Handbook
- (c) Discuss and Consider Approval of Resolution 2020-08; A Resolution Authorizing Participation in the OMAG Recognition Program

Council had reviewed the Municipal Liability Protection Plan Declarations page and Explanation of Coverage. Council concurred with staff's recommendation that no amendments were needed to the Council Handbook.

Motion was made by Mendiola, seconded by Gay, for approval of Resolution 2020-08. Vote: Mendiola aye; Gay aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0.

CONDUCT PUBLIC HEARING FOR THE PURPOSE OF RECEIVING QUESTIONS AND/OR COMMENTS CONCERNING THE POSSIBLE ANNEXATION OF PROPERTY OWNED BY RAY D. SPARKS AND THELMA L. SPARKS, TRUSTEES OF THE SPARKS FAMILY TRUST DATED THE 8TH APRIL, 2004 AND GEOFFREY R. SPARKS AND BARBARA SPARKS

Mayor Martens noted the purpose of the public hearing was to receive any questions and/or comments concerning the annexation of the Sparks property. Public hearing began at 6:04 p.m. Mr. Miller stated there is a total of 70 acres in this annexation. One of the owners will be constructing a new home. Mayor Martens asked if there were any other questions or comments. There were none. Public hearing closed at 6:05 p.m.

DISCUSS AND CONSIDER APPROVAL OF ORDINANCE 2020-04; AN ORDINANCE PROVIDING FOR THE ANNEXATION TO THE CITY OF SALLISAW, OKLAHOMA, CERTAIN PROPERTY HEREINAFTER SET OUT; AND DECLARING AN EMERGENCY

Motion was made by Vann, seconded by Mendiola, for approval of Ordinance 2020-04. Vote: Vann aye; Mendiola aye; Gay aye; Lowe aye; Martens aye. Motion carried 5-0. Motion was made by Vann, seconded by Mendiola, for approval of the emergency clause for Ordinance 2020-04. Vote: Vann aye; Mendiola aye; Gay aye; Lowe aye; Martens aye. Motion carried 5-0.

CONSIDER APPROVAL OF RESOLUTION 2020-09; A RESOLUTION AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT; LANDFILL COMPACTOR

Staff noted that the landfill compactor was not expected to be received until late July or August; however we have received notice that it is complete and ready for delivery. Approval of this item will allow staff to complete the final lease purchase paperwork. Motion was made by Vann, seconded by Lowe, for approval of Resolution 2020-09. Vote: Vann aye; Lowe aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

CONSIDER APPROVAL OF RESOLUTION 2020-10; A RESOLUTION AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT ON EQUIPMENT; BUCKET TRUCK

Staff anticipates delivery of this equipment in August or September; however, should it be ready early, approval of this item will allow staff to move forward and finalize the lease purchase paperwork. Motion was made by Lowe, seconded by Vann, for approval of Resolution 2020-10. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF PURCHASE ORDER NO. 80980, IN AN AMOUNT NOT TO EXCEED \$35,000.00, TO SIGNALTEK OF OKLAHOMA CITY, FOR THE INSTALLATION OF A 4-CAMERA VIDEO DETECTION SYSTEM FOR THE INTERSECTION OF RUTH AND KERR (HWY 59 SOUTH)

Motion was made by Mendiola, seconded by Gay, for approval of Purchase Order No. 80980, in an amount not to exceed \$35,000 to Signaltek of Oklahoma City. Vote: Mendiola aye; Gay aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0.

CONSIDER APPROVAL OF PURCHASE ORDER NO. 80990, ISSUED TO STRIBLING EQUIPMENT LLC, OF FORT SMITH, IN THE AMOUNT OF \$213,006.90, FOR THE PURCHASE OF ONE (1) JOHN DEERE 135G EXCAVATOR AND ONE (1) EAGER BEAVER 20XPT UTILITY TRAILER FOR THE STREET DEPARTMENT

Motion was made by Mendiola, seconded by Gay, for approval of Purchase Order No. 80990, in the amount of \$213,006.90, to Stribling Equipment, LLC, of Fort Smith. Vote: Mendiola aye; Gay aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF STAFF'S REQUEST TO INVEST THE GENERAL FUND CERTIFICATE OF DEPOSIT FOR 63 DAYS WITH FIRSTAR BANK; THE HIGH BIDDER

Motion was made by Mendiola, seconded by Gay, to invest the General Fund Certificate of Deposit for 63 days with Firstar Bank, the high bidder. Vote: Mendiola aye; Gay aye; Lowe aye; Vann abstain; Martens aye. Motion carried 4-1.

**STAFF UPDATE ON COVID-19 EVENT AND CITY OPERATIONS;
POSSIBLE DIRECTION TO STAFF**

Mr. Skelton reviewed the COVID-19 statistics for Oklahoma, as reported on May 11th. He announced we had been awarded a grant in the amount of \$37,000 to purchase equipment to make hypochlorous acid, a type of sanitizer. We will use \$8,000 match money for this purchase. Once we are able to make the sanitizer, we will use it for our facilities, as well as share with the schools, etc. Governor Stitt's OURS plan has the goal of June 1st to enter Phase III. Field crews are back to normal schedules. Landfill remains closed on Saturdays for now. He is looking at possibly opening city hall around May 14th or 18th. He reviewed the downstairs remodel that has been done. He noted that all campsites at Brushy are open again. He plans to reopen the playground equipment around May 13. Sports Complex is scheduled to reopen on May 15, following CDC guidelines for crowds and sanitizing. Moratorium on utility disconnects and penalties will end around May 26th. City staff will work with customers who have past due accounts. Discussion was held concerning opening of the swimming pool and splash pad. It was the general consensus of council to open both, as long as we could get adequate lifeguards for the pool. He noted when city hall reopens, there will be no public access to the elevator. We continue to procure additional PPE.

ADMINISTRATIVE REPORTS

Mr. Skelton asked that Keith Miller and Chris Carter come forward. He presented them with a city appreciation coin, noting they had done the remodel project and taken care of several other items during the time city hall doors were closed to the public. He thanked them for their hard work. He noted that Ted Capps was assisting the school with the drainage project at the football field. He stated there was a manganese problem at the water plant last week and that we had flushed lines in order to move it through the system. The contractor should finish the sports complex walking trail this week. The contractor has made progress on the WWTP flow basin. Library project is ongoing and is looking great. The library reopened last Saturday to limited capacity. He reminded council of budget hearings, which are scheduled to begin on May 19th.

ADJOURN

Motion was made by Lowe, seconded by Vann, to adjourn the meeting there being no further business. Vote: Lowe aye; Vann aye; Gay aye; Martens aye. Motion carried 5-0. The meeting adjourned at 6:44 p.m.

APPROVED the 8th day of JUNE 2020.

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
MAY 19, 2020

The Board of City Commissioners, in conjunction with the Sallisaw Municipal Authority, met in a special meeting on May 19, 2020, at the Wheeler Event Center, located at 103 North Wheeler. Notice of the meeting was given by e-mailing the agenda to Sequoyah County Times; by posting at city hall; and, by giving notice to the City Clerk.

Members present: Ernie Martens, Mayor
Ronnie Lowe, Commissioner, Ward 1
Philip Gay, Commissioner, Ward 2
Julian Mendiola, Commissioner, Ward 3
Shannon Vann, Commissioner, Ward 4

Members absent: None.

Staff present: Keith Skelton, City Manager
John R. Montgomery, City Attorney
Dianna Davis, City Clerk
Robin Haggard, Finance Director
Sue Reed, Chief Accountant
Keith Miller, Building Development Director
Kim Jamison, Deputy City Clerk (afternoon)
Ted Capps, Water/Sewer Superintendent
Terry Franklin, Chief of Police
Beau Gabbert, Police Captain
Clint Smith, Telecommunications Superintendent
Randy Jones, Wastewater Treatment Superintendent
Blakely Smith, Jr, Electric Superintendent
Gene Martin, Equipment Services
George Bormann, Economic Dev. Dir./Grants Admin.
Jessica Robertson, Customer Service Supervisor
Amy Edwards, Sallisaw NOW

Others present: Laura Brown, KXXM

Mayor Martens called the meeting to order at 9:00 a.m. and declared a quorum was present.

PRESENTATION AND REVIEW OF PROPOSED FY 2020/2021 BUDGET

City Manager Keith Skelton welcomed everyone. He then reviewed the pandemic and its effects on our community. He reviewed sales tax numbers, noting we were on track to set an all-time record. He noted that he and Robin were very cautious as they put the budget together. It has been constructed in a way that will make it easy to change should we experience problems due to COVID-19. He reviewed the outline for the budget meetings. He stated they will see a 1.3 million

dollar increase to the general fund, but savings are reflected on the SMA side. He reviewed personnel changes made over the current fiscal year. He noted the additional positions budgeted for Sallisaw NOW. All costs associated with these positions is refunded 100% by grants. He reviewed various city projects and equipment bought during the current fiscal year. He then turned the presentation over to Robin Haggard, Director of Finance. She reviewed General Fund; revenue sources and expenditures. SMA was reviewed; revenue sources and expenditures. She reviewed sales tax numbers and estimates for the upcoming fiscal year. The ½ cent sales tax for the sports complex was discussed and the need to ask the voters to extend it for Phase II of the sports complex and downtown park. This tax is set to expire August 2023, or sooner if all debt is paid off early. Hotel-Motel tax was reviewed. Staff noted that they did not figure a COLA into the budget, but had numbers available should council wish to add a COLA for employees. Health insurance numbers were reviewed. General Fund personnel was reviewed. Pension plans and the city's contribution rates for each were discussed. It was noted that OkMRF data shows that 60% of employees in that plan have been employed with the city for less than 10 years. Breakdown of insurance was reviewed.

A break was taken from 10:40 a.m. – 10:50 a.m. During this time, all members of the governing body remained at 103 North Wheeler.

Council continued the meeting with discussions concerning COLA increases, it was the general consensus of council to add 1.5% COLA into the budget for employees. Staff thanked council and noted that the COLA would be effective with the first, full, two-week pay period in July. It was noted that merit increases and longevity were accounted for in the proposed budget. Capital Improvement Fund was reviewed. Items included in the capital budget for FY 2021 were discussed in detail. The proposed contract for the FBO was discussed. Dnet Calix was discussed noting we have approximately 1,800 still to complete. SMA utility revenue was discussed as well as sales tax transfers. Debt Service of 3.1 million is 11% of the SMA budget. Various departments and budgets were reviewed. Sue Reed, Chief Accountant, presented an overview of all of grants.

A break was taken for lunch from 11:48 a.m. to 12:41 p.m. During this time, all members of the governing body remained at 103 North Wheeler.

Budget discussion continued. Staff noted that we must look at future infrastructure improvements and review the electric rate increase again in the Fall. GRDA rate adjustment was discussed.

CONDUCT PLANNING SESSION TO DISCUSS VARIOUS CITY OPERATIONS, POLICIES, PROGRAMS AND SERVICES; AND, TAKE APPROPRIATE ACTION

The old middle school building was discussed and what should be done with it. Council discussed getting ideas for the old middle school area through a "Request for Proposal for Redevelopment." The idea of exchanging other property for the old middle school property was discussed. Mr. Montgomery will review legalities of property exchange related to economic development purposes. The old chamber building and old city hall will be scheduled for demolition. Grant activities were discussed. North sub-station project was discussed. We plan to issue bids in September and hopefully be in construction by the end of 2020. We will receive money through CARES funds for roof replacement at the airport. George Bormann then reviewed several projects and grants. He discussed

available property in the industrial park. He discussed community enhancement projects. The VA project is on track and plans continue forward. He noted that some projects have been pushed back due to the pandemic, but the VA has not. He stated companies look at your available workforce first when looking at a location. He noted we need brand recognition around the I-40 exits.

A break was taken from 1:18 p.m. to 1:26 p.m. During this time, all members of the governing body remained at 103 North Wheeler.

Following the break several ongoing and/or upcoming projects that will be taking place in and around Sallisaw were discussed. Annexation along the Highway 59 South corridor was discussed at length. Possible property purchase in the area of the industrial park was discussed. The need to extend our sewer west of town for future development was discussed. 2020 bond funding was discussed and future capital projects from this bond funding. Sewer line extension to the landfill for leachate was discussed and how much that will increase our flow to the wastewater treatment plant. Staff reviewed the design for the new council chambers.

Motion was made by Mendiola, seconded by Lowe, to recess the meeting until 9:00 a.m., Wednesday, May 20, 2020. Vote: Mendiola aye; Lowe aye; Gay aye; Vann aye; Martens aye. Motion carried 5-0. The meeting recessed at 2:31 p.m.

Wednesday, May 20, 2020, Mayor Martens noted all members were present. Motion was made by Mendiola, seconded by Gay, to reconvene the meeting. Vote: Mendiola aye; Gay aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0. Meeting was reconvened at 9:00 a.m.

Staff present: Keith Skelton, John R. Montgomery; Dianna Davis; Robin Haggard; Sue Reed; Jessica Robertson; Terry Franklin; Beau Gabbert; Ted Capps; Randy Jones; Blakely Smith, Jr.; Keith Miller; Gene Martin; George Bormann; Amy Edwards; Clint Smith.

Mayor Martens requested to move to item 6 of the agenda at this time and come back to item 5 later. Council concurred. The board moved to item 6.

CONVENE IN EXECUTIVE SESSION FOR THE PURPOSE OF CONDUCTING ANNUAL REVIEW OF PERFORMANCE OF THE CITY MANAGER; AS AUTHORIZED BY TITLE 25 O.S., § 307(B)(1)

Motion was made by Gay, seconded by Mendiola, to move to executive session for the purpose stated. Vote: Gay aye; Mendiola aye; Lowe aye; Vann aye; Martens aye. Motion carried 5-0. Executive session began at 9:01 a.m.

RECONVENE TO REGULAR SESSION

Motion was made by Vann, seconded by Gay, to reconvene to regular session. Vote: Vann aye; Gay aye; Mendiola aye; Lowe aye; Martens aye. Motion carried 5-0. Reconvened in regular session at 9:49 a.m.

ANY ACTION PURSUANT TO ANNUAL REVIEW OF PERFORMANCE OF THE CITY MANAGER

None.

A break was taken from 9:49 a.m. – 9:56 a.m. During this time, all members of the governing body remained at 103 North Wheeler.

Council moved back to Item 5 of the agenda and resumed discussions.

Mayor Martens had requested the city asphalt program be discussed. Pros and cons of owning the asphalt equipment and doing it in house were discussed. City will continue to budget funds for the summer street program, but also look at purchasing a small asphalt machine for road repairs. Commissioners were in favor of purchasing our own and at some point doing the work in house. Staff estimated we would be able to purchase a small lay down machine for \$65,000 - \$100,000. Refinancing of the 2013 bond issue was discussed at length. Extension of the ½ cent sales tax for the sports complex was discussed at length. There will be plans for soccer fields, restrooms and concession stand. Plans are to incorporate this close to the new walking trail so that the restrooms can be used for both the soccer fields and walking trail. A smaller 4-plex was also discussed, as well as solar lighting for the walking trail. The new swim complex was discussed. Staff will work with PDG on new conceptual designs. We will look at early 2022 for an election date for the extension of this tax. Commissioner Vann noted the need for a good drainage plan. It was the general consensus of council to update the master plans and get good conceptual designs for the public. It was noted that the ½ cent dedicated to the water plant ends in 2035. The City Manager plans to bring back the electric rate increase for council consideration in July or August. Landfill projects were reviewed, noting tonnage increase during the pandemic. Methane project is ongoing. Mr. Montgomery is working with KCS attorneys to annex the railroad property in this area, which would allow us to then annex the landfill property. The survey for this project is complete. Keith Miller then gave a report concerning ongoing work of the building development department, which included issues with dilapidated structures and nuisances. He noted the weather has slowed progress on some of these. He discussed the idea of possibly re-vamping our ordinance to cover property maintenance issues for commercial properties as well; i.e., not utilizing store front buildings for storage, etc. They have new software for tracking of liens. Commissioners noted we need a map showing properties we now have that we have to maintain and work to get rid of those we do not need. The water plant lagoon was discussed. Commissioner Gay stated that he feels it has gotten worse; that it is leaking all the way around. Staff will plan another evaporation study this summer. Industrial Park access road was discussed. Commissioner Gay inquired as to the possibility of concreting from Cherokee on Jefferson to the railroad crossing. He stated that this is very rough due to the truck traffic that utilizes this road. He also noted that we may want to check and see if there is a possibility of a traffic light for this area. Chief Franklin and Captain Gabbert gave an update of police operations, noting we have purchased in-car video and new body cams. The new system will sync and turn on the camera and body camera systems anytime the lights are activated. With the new system, everything is stored on site, as opposed paying storage fees monthly/annually. All computers have been updated in the cars. We are getting ready to launch GeoSafe in the police vehicles. They then reviewed the new police policy

system through LexiPol, which is an added service provided by OMAG. Captain Gabbert discussed the process for review and finalization of new policies.

A break was taken for lunch from 11:31 a.m. to 12:05 p.m. During this time, all members of the governing body remained at 103 North Wheeler.

Mayor Martens asked council if there were any other items they wanted to discuss. Each indicated they did not have anything else. Mr. Skelton stated he had made notes during the meeting and staff would make the necessary changes to the budget as discussed. On behalf of the city employees, he thanked council for the COLA increase. Sports complex and opening for games was briefly discussed, noting they are following CDC and OK Kids guidelines. Restrooms are to be cleaned/sanitized hourly. Cemetery preparations for Memorial Day was discussed. Splash pad and pool will open June 1. Commissioners thanked staff for their work on the budget and presentation.

Motion was made by Lowe, seconded by Vann, to adjourn the meeting there being no further business. Vote: Lowe aye; Vann aye; Mendiola aye; Gay aye; Martens aye. Motion carried 5-0. The meeting adjourned at 12:10 p.m.

APPROVED the 8th day of JUNE, 2020.

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

LEASE AGREEMENT

This agreement, made and entered into on this the 1st day of July, 2020 to the 30th day of June, 2021 by and between the City of Sallisaw, Oklahoma, Party of the First Part, hereinafter called "Lessor" and SAC Counties Nutrition Project, Sallisaw, Oklahoma, Party of the Second Part, hereinafter called "Lessee".

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the lessor hereby leases, let and rents to the lessee the following described real estate situated in Sequoyah county, State of Oklahoma, to-wit:

The Senior Citizens Complex located at 115 West Redwood within the city park of the City of Sallisaw, Oklahoma, which is a part of the SE ¼ SW ¼ of Section 32, Township 12 North, Range 24 East.

To have and to hold the same for a period of one year from and after the date hereof unless sooner termination is provided herein.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

It is understood and agreed that the Lessee shall use the building only for the purpose of a dining room and kitchen for the Nutrition Project and other activities for Senior Citizens under Title IIIC and Title IIIB of the Americans Act of 1965 as amended, and shall not sublet said premises or any part thereof and if the building ceases to be used for such purposes of said organization, then this lease shall automatically end.

At the termination of said lease the Lessee will return real estate to the possession of the Lessor with all improvements intact. All improvements made to the building shall not be removed at the termination of this lease. All improvements made by the Lessee shall be approved in advance by the Lessor in writing before said improvements are made. In addition, the Lessor will provide upkeep of parking area and landscaping of the Senior Citizens Complex. Any equipment purchased with Title IIIB or IIIC program monies shall remain the property of the Lessee.

During the term of the lease, the Lessee will pay utilities at the regular rate and will maintain said building inside and out. The Lessee will use all reasonable means to protect the building from damages and destruction.

The Lessor will carry such insurance on the building as it feels necessary, but in the case of the destruction of the building, the Lessor will not be required to replace said building, and if the building is destroyed by fire or windstorm, this lease shall terminate and the Lessor will not be required to pay Lessee anything for the termination of said lease.

WITNESS our hands and seals this _____ day of _____.

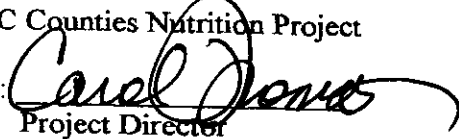
City of Sallisaw, Oklahoma

By: _____
Chairman of the Board
of Commissioners

ATTEST:

City Clerk

SAC Counties Nutrition Project

By: 
Project Director

AGREEMENT FOR CITY OF SALLISAW MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

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

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

DURATION:

This agreement shall be in effect from July 1, 2020, through June 30, 2021. Thereafter, this agreement shall be renewed for successive one year periods corresponding with the fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

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

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

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

OBLIGATIONS OF THE CITY:

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

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

- c. Restitution;
- d. Costs as authorized by law.

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

from the jail until the impediment to release is resolved.

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

THE DISTRICT COURT:

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

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

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

any other proper purposes.

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

STATUS OF VARIOUS EMPLOYEES:

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

In the event parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City's Attorney, John Robert Montgomery, of Montgomery and Montgomery, P. C., P.O. Box 1180, Sallisaw, Oklahoma 74955, (918) 775-9178.

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

SIGNED and DELIVERED this 28 day of may, 2020.


Judge of Judicial Administrative District

APPROVED as to form the legality this 28th day of May, 2020.



District Attorney

PASSED AND APPROVED by the Mayor and Council of the City of Sallisaw, Oklahoma
this 8th day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

By: **ERNIE MARTENS, Mayor**

ATTEST:

DIANNA DAVIS, City Clerk

APPROVED as to form the legality this _____ day of _____, 2020.

JOHN ROBERT MONTGOMERY, City Attorney

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 8th day of June, 2020, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Gans, Oklahoma, (hereinafter referred to as "Town").

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

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

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

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Thirty Dollars (\$30.00) for each animal delivered to the City's animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2020 and will terminate on 30th day of June, 2021, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered

to the following:

For the City: City Manager
City of Sallisaw
115 East Choctaw
P. O. Box 525
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk
Town of Gans
102 South Stacey
Gans, Oklahoma 74936

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

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

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk

Approved as to form and legality this 8th day of June, 2020.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF GANS, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 8th day of June, 2020, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as “City”) and the Town of Gore, Oklahoma, (hereinafter referred to as “Town”).

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

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

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

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City’s animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City’s animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Thirty Dollars (\$30.00) for each animal delivered to the City’s animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2020 and will terminate on 30th day of June, 2021, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered

to the following:

For the City: City Manager
City of Sallisaw
115 East Choctaw
P. O. Box 525
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk
Town of Gore
P. O. Box 181
Gore, Oklahoma 74435-0181

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

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

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk

Approved as to form and legality this 8th day of June, 2020.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF GORE, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 8th day of June, 2020, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Vian, Oklahoma, (hereinafter referred to as "Town").

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

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

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

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
 - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24 hour notice to the Animal Welfare Officer prior to the delivery of such animals.
 - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
 - C. Pay the City the sum of Thirty Dollars (\$30.00) for each animal delivered to the City's animal shelter.
 - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from 1st day of July, 2020 and will terminate on 30th day of June, 2021, unless sooner terminated.
4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered

to the following:

For the City: City Manager
City of Sallisaw
115 East Choctaw
P. O. Box 525
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk
Town of Vian
P. O. Box 687
Vian, Oklahoma 74962

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

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

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

Dianna Davis, City Clerk

Approved as to form and legality this 8th day of June, 2020.

JOHN ROBERT MONTGOMERY, City Attorney

TOWN OF VIAN, OKLAHOMA

By: _____
Mayor

ATTEST:

Town Clerk

GENERAL LEASE

This lease, made this 8th day of June, 2020, by and between City of Sallisaw, a Municipal Corporation, lessor, and Sallisaw Lumber Company, Inc., lessee;

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

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

(2) To have and to hold the same to the lessee from and after the 1st day of July 2020, to the 30th day of June, 2021. And said lessee in consideration of the premises herein set forth, agrees to pay to the lessor as rental for the above described premises the sum of \$10.00, due and payable on the date hereof.

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

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

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

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

Witness our hands and seals the date first above written.

LESSOR:

**CITY OF SALLISAW, A MUNICIPAL
CORPORATION**

By: _____
Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

[SEAL]

LESSEE:

SALLISAW LUMBER COMPANY, INC.

By: _____
_____, **President**

ATTEST:

Secretary

[SEAL]

AGREEMENT

THIS AGREEMENT made and entered into on this 8th day of June 2020, between the City of Sallisaw, Oklahoma called the “City” and the Sallisaw Main Street, a non-profit organization.

W I T N E S S E T H:

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

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

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

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

1. The downtown facade improvement program shall be continued and operated through efforts of Sallisaw Main Street.
2. Sallisaw Main Street shall actively advertise and promote the downtown facade improvement program to all downtown businesses in Sallisaw, Oklahoma.
3. Sallisaw Main Street shall promote downtown business through existing downtown businesses and promote expansion of current businesses within Sallisaw’s downtown.
4. All persons working for Sallisaw Main Street under this Agreement shall in no way be considered employees of the City, and any liability which should arise under the Workmen’s Compensation Act of the State of Oklahoma due to injury shall be the sole liability of Sallisaw Main Street. Sallisaw Main Street shall indemnify and hold harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.
5. Sallisaw Main Street agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws

or regulations applicable to the conduct of its operations under the terms of this contract.

6. The City agrees to pay Sallisaw Main Street as compensation for services to be rendered under this Agreement the sum of \$15,000.00. It is understood that said sum of \$15,000.00 shall be used solely and only for the promotion and development of business, including the facade improvement program, within the City of Sallisaw's downtown. The City will remit to Sallisaw Main Street, on a monthly basis, 1/12 of the contract amount.
7. This Agreement is not assignable by Sallisaw Main Street. This Agreement shall cover the year commencing July 1, 2020, and shall terminate on June 30, 2021.

WITNESS OUR HANDS the 8th day of June 2020, at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

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

By: _____
Representative

ATTEST:

Secretary

APPROVED AS TO FORM:

John Robert Montgomery

AGREEMENT

THIS AGREEMENT made and entered into on this 8th day of June 2020, between the City of Sallisaw, Oklahoma called the "City" and the Sallisaw Chamber of Commerce, a non-profit organization, hereinafter called the "Chamber."

WITNESSETH:

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

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

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

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

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

harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.

5. The Chamber agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay the Chamber as compensation for services to be rendered under this Agreement the sum of \$44,000.00. It is understood that said sum of \$44,000.00 shall be used solely and only for the promotion of business, industrial development and tourism within the City of Sallisaw. The City will remit to the chamber, on a monthly basis, 1/12 of the contract amount.
7. The Chamber shall establish an office in Sallisaw and shall keep the office open to the public during normal working hours, for no less than 37 hours per week, and provide information to visitors regarding tourism and economic development.
8. This Agreement is not assignable by the Chamber. This Agreement shall cover the year commencing July 1, 2020, and shall terminate on June 30, 2021.

WITNESS OUR HANDS the 8th day of June 2020, at Sallisaw, Oklahoma.

CITY OF SALLSAW, OKLAHOMA

By: _____
Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk
(SEAL)

SALLISAW CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

John Robert Montgomery

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

This contract made and entered into this 8TH day of JUNE, 2020 by and between the Sallisaw Improvement Corporation, a non-profit organization, (hereinafter referred to as "SIC"), the City of Sallisaw, a Municipal Corporation, (hereinafter referred to as "CITY") and the Sallisaw Economic Authority (hereinafter referred to as "SEA").

WITNESSETH:

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

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

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

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

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

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

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

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

CITY during the operation of the program. The CITY will provide the sum of \$33,000.00, for the fiscal year 2020-2021 and SIC will raise funds to support the program set out herein and shall use its best efforts to match the amount provided by the CITY. Either the CITY or SIC shall receive credit towards any due and owing amount for the value of any monetary goods, facilities, equipment or supplies given by the respective parties during any year of operation, value to be set by the Directors of SIC.

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

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

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

Executed on the date first written above.

CITY OF SALLISAW, OKLAHOMA
A Municipal Corporation

BY: _____
Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

SALLISAW IMPROVEMENT CORPORATION

BY: _____
Buddy Spencer, President

ATTEST:

Secretary

(SEAL)

This Agreement made and entered into this _____ day of _____, 2020 (the effective date), by and between the **City of Sallisaw**, Oklahoma, an, Oklahoma Municipal Corporation (hereinafter referred to as “**CITY**”) and the **Boys and Girls Club of Sequoyah County**, a non-profit organization (hereinafter referred to as “**CLUB**”).

WITNESSETH:

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

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

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

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

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

1. The **CITY** agrees to provide funding in the amount of \$12,000 during the term of this agreement, such funding to be provided from the City of Sallisaw Youth and Recreation Fund. For the months of July to June of the agreement year, the **CITY** shall remit to the **CLUB**, on a monthly basis, 1/12 of the agreement amount.
2. The **CLUB** agrees that funding received shall not be used for payment of any salaries or benefits of the employees of the **CLUB**; nor shall funding be used for facility maintenance, utility or insurance costs.
3. The **CLUB** agrees that funding received from the Sallisaw Youth and Recreation Fund shall not be used to supplant existing funding used for current youth activities within the city limits of Sallisaw.
4. The **CLUB** agrees that all funding supplied by the **CITY**, shall be used to provide youth activities of the Sallisaw Boys and Girls Club within the city limits of the City of Sallisaw, and used for the following only:
 - a. Purchasing supplies and materials to facilitate youth activities provided by the **CLUB**.
 - b. Purchasing equipment that assists in providing youth activities in Sallisaw.
 - c. Payment for certain youth activity programs provided by outside speakers, teachers or organizations, where those programs take place in Sallisaw.
5. The **CLUB** agrees to furnish a monthly report to the **CITY**, detailing how funding provided by the **CITY** is utilized by the **CLUB**.
6. This Agreement shall not be assignable by the **CLUB**. This Agreement shall cover the year beginning on the effective date noted above, and continuing until June 30, 2021.
7. The **CLUB**, as an independent contractor, assumes the entire responsibility of carrying out and accomplishing the services stated in this agreement.

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

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Dianna Davis, City Clerk

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

Laura Kuykendall, CEO

Approved as to form: _____

John Robert Montgomery, City Attorney

RESOLUTION NO. 2020-13

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 28th day of November 2017 a certain lease agreement was made and entered into by and between **ARMSTRONG BANK**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2012 Caterpillar D6T XL Track Type Tractor
Serial Number 0TSM00135**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

ARMSTRONG BANK

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-14

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 30th day of November 2017 a certain lease agreement was made and entered into by and between **ARMSTRONG BANK**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2017 Mack MRU613 Cab and Chassis,
Serial Number 1M2AV04C1JM018491,
with Mammoth Overhead Packer Body,
Serial Number 15590F-8-17**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

ARMSTRONG BANK

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-15

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 14th day of November 2018 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2019 Freightliner M2-106, 4X2 Cab & Chassis
w/Altec AM55E Body; Serial Number 3ALACXFC0KDKG7560**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-16

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 24th day of January 2019 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

One (1) 2019 Kenworth T370 Cab & Chassis w/ 20 Yd Pak-Mor R220C Body; C&C Serial Number 2NKHJ7X7KM288480; Packer Body Serial Number PMLR220C009722418

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-17

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 10th day of April 2019 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2019 Case 580SN 2WD Loader Backhoe
Serial Number JJGN58SNJKC762224**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-18

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 27TH day of August 2019 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2018 Freightliner M2106 4-Door Cab & Chassis;
VIN #1FVACXFC5JHJY4638
w/a Brush Hawg AWC-Model Grapple, Bed & Body;
SN #1004254AWC**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2019.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-19

RESOLUTION OF LEASE RENEWAL

WHEREAS, on the 15th day of May 2020 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) Rebuilt Core Aljon ADV525 Tier 2 Landfill Compactor
SN# 20R-14342-03 / RN# 150816**

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2019.

NATIONAL BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

RESOLUTION NO. 2020-20

RESOLUTION OF LEASE RENEWAL

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

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

WHEREAS, the expiration date of aforesaid Lease Agreement is June 30, 2020, unless extended in the manner provided in said Lease Agreement, and

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

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

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

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

BE IT RESOLVED;

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (1991), as amended, for the period commencing on the 1st day of July, 2020, and ending on the 30th day of June, 2021, unless prior to June 30, 2021, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8TH day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

Ernie Martens, Mayor

ATTEST:

Dianna Davis, City Clerk

(SEAL)

APPROVED this _____ day of _____, 2020.

FIRSTAR BANK OF SALLISAW

By: _____
President

ATTEST:

Secretary

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Work Comp Renewal

ITEM TITLE: Consider Approval of Invoice and Renewal Participation Agreement with the Oklahoma Municipal Assurance Group (OMAG) for FY 2020-21 Workers' Compensation Insurance

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk
City Manager

BACKGROUND: The city's worker's compensation insurance is provided by the Oklahoma Municipal Assurance Group (OMAG). For FY 2020-21, our premium will be \$295,918.00, paid quarterly. For the upcoming fiscal year we will realize a premium reduction of \$3,500.00. The city has funds held in escrow that can be used toward payment. At this time, staff does not wish to utilize any escrow.

EXHIBITS: 1. FY 2020-2021 Work Comp Renewal - OMAG

KEY ISSUES: N/A

FUNDING SOURCE: FY 2020-21 General Fund budget. Budget amount \$320,592

RECOMMENDATION: Approval of Invoice and Renewal Participation Agreement with the Oklahoma Municipal Assurance Group (OMAG) for FY 2020-21 Workers' Compensation Insurance.



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

WORKERS' COMPENSATION DECLARATION

Policy Number: WCV 1400256 04

Policy Period: From 07/01/2020 To 07/01/2021

12:01 A.M. Standard Time at the Named Insured's Address

Transaction: Renewal

Company: CompSource Mutual Insurance Co.

Pay Plan: Quarterly

Policy Number:

Named Insured and Address:

Agent

CITY OF SALLISAW

OMAG

P.O. BOX 525

3650 S. BOULEVARD

SALLISAW OK 74955-0525

EDMOND OK 73013

Telephone: 405-657-1400

Business Description:

AGGREGATE DEDUCTIBLE

000

Type of Business:

MUNICIPALITY

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy. Please see your enclosed policy for all Terms and Conditions of coverage.

COVERAGES

WORKERS' COMPENSATION INSURANCE

Includes Part One of the attached policy and applies to the workers' compensation law of the State of Oklahoma.

EMPLOYERS' LIABILITY INSURANCE

Includes Part Two of the attached policy and applies to work in the State of Oklahoma.

Limits of liability under Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

PREMIUM

Estimated Annual Premium: \$ 133,416.00

Aggregate Deductible Amount: \$ 133,417.00

OMAG Administration Fee: \$ 29,085.00

Invoiced Premium: \$ 295,918.00

As a member of OMAG Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with the OMAG.

Date 05/28/2020

Chief Executive Officer
OMAG

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Hospital Sales Tax Agreement

ITEM TITLE: Discuss and Consider Approval of Resolution 2020-21; Renewing the Sales Tax Agreement Between the City of Sallisaw and the Sequoyah County-City of Sallisaw Hospital Authority

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: This item is the annual renewal needed concerning the Sales Tax Agreement between the City of Sallisaw and the Sequoyah County-City of Sallisaw Hospital Authority. There are no changes.

EXHIBITS: 1. HOSPITAL SALES TAX AGREEMENT RES. 2020-21

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of agreement.

RESOLUTION 2020-21

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

WHEREAS, a Sales Tax Agreement between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer to Sequoyah County - City of Sallisaw Hospital Authority the proceeds of the sales tax levied by the City identified in the Sales Tax Agreement; and

WHEREAS, the Authority and the City desire to renew such Sales Tax Agreement for a successive annual period, commencing July 1, 2020 and ending June 30, 2021.

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

SECTION 1:

The Sales Tax Agreement, and any assignment thereof, between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer the proceeds of the sales tax levied by the City identified in the Sales Tax Agreement, is hereby approved for a successive annual period, commencing July 1, 2020 and ending June 30, 2021, by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City.

PASSED AND APPROVED THIS 8th day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk

[S E A L]

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Law Enforcement Mutual Aid Agreement

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

INITIATOR: Chief of Police
Sheriff

STAFF INFORMATION SOURCE: Chief of Police

BACKGROUND: There were no changes or updates needed for the renewal agreement for FY 2020/21. This agreement is the same as approved previously.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: 1. Approval of Resolution 2020-22.
2. Approval of Agreement.

RESOLUTION 2020-22

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

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

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

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

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

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

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

ADOPTED THIS 8th day of June, 2020, at a special meeting of the governing body, in compliance with the Open Meeting Act of the State of Oklahoma.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk
[SEAL]

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

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

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

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

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

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

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

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

SECTION I. TERMS AND PROCEDURES

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

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 74, Oklahoma Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. Each political subdivision participating will be responsible for their respective employees all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions under the provisions of this Mutual Aid agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. The **DEPARTMENT** and **COUNTY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **COUNTY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense

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

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

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

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

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

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

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

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

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

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

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

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

Voluntary:

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

Operational:

7. Hostage and barricaded subject situations.

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

SECTIONS IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

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

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

SECTION V. CONCURRENT JURISDICTION

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

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

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

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

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

1. General Requirements:

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

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

SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from July 1, 2020 through and including June 30, 2021.

SECTION VII. RENEWAL, AMENDMENT AND/OR CANCELLATION

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

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

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

Passed and approved by the Board of City Commissioners of the City of Sallisaw, Oklahoma, on the 8th day of June, 2020.

CITY OF SALLISAW, OKLAHOMA

BY: _____
ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk

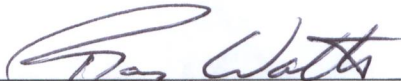
TERRY FRANKLIN, Chief of Police

(SEAL)

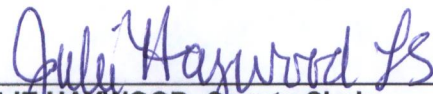
APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this 8th day of June, 2020.

JOHN ROBERT MONTGOMERY,
Sallisaw City Attorney

Passed and approved by the Sequoyah County Board of Commissioners on this the 18th day of June, 2020.

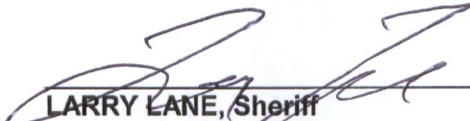

RAY WATTS, Chairman,
Board of Commissioners, Sequoyah County,
Oklahoma

ATTEST:

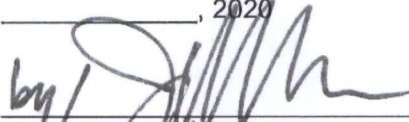

JULIE HAYWOOD, County Clerk
Sequoyah County, Oklahoma



Approved, entered into and executed by the Sheriff of Sequoyah County, on this the _____ day of _____, 2020.


LARRY LANE, Sheriff
Sequoyah County, Oklahoma

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this _____ day of _____, 2020


JACK THORPE, District Attorney
District Attorney, District 27

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF OKLAHOMA, on this _____ day of _____, 2020.

MIKE HUNTER, Attorney General
Attorney General, State of Oklahoma

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Authorizing Continuation of Appropriated Sales Tax

ITEM TITLE: Consider and Adopt Resolution 2020-23; Authorizing the Continued Appropriation of Certain Sales Tax Proceeds to The Sallisaw Municipal Authority; Approving a Sales Tax Agreement Relating Thereto; and Declaring an Emergency

INITIATOR: Johanning and Byrom, Bond Counsel

STAFF INFORMATION SOURCE: Johanning and Byrom, Bond Counsel

BACKGROUND: The resolution allows for the continuation of appropriation of 2% sales tax that goes from the General Fund to the Sallisaw Municipal Authority (SMA). This 2% consists of the 1 percent for SMA, 1/2 percent for Series 2012 debt, and 1/2 percent for the Series 2013 debt.

EXHIBITS: 1. 2020-23 sales tax

KEY ISSUES: None

FUNDING SOURCE: Sales Tax Proceeds

RECOMMENDATION: Staff recommends approval of Resolution 2020-23.

RESOLUTION NO. 2020-23

A RESOLUTION APPROPRIATING THE PROCEEDS OF A TWO PERCENT (2%) SALES TAX LEVIED BY THE CITY OF SALLISAW, OKLAHOMA, TO THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY; APPROVING A SALES TAX AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, heretofore, the qualified electors of the City of Sallisaw, Oklahoma, approved said City levying a sales tax of two percent (2%) upon the gross proceeds or gross receipts derived from sales taxable under the law of the State of Oklahoma for certain projects of The Sallisaw Municipal Authority; and

WHEREAS, the governing body of said City is currently appropriating the aforesaid sales tax proceeds and has determined that the proceeds of said levy will be used in a manner to enable The Sallisaw Municipal Authority to provide funds to refinance certain outstanding indebtedness of the Authority and to provide for capital improvements of the City and the Authority; and

WHEREAS, it is now deemed necessary to provide for the continued appropriation of said proceeds to said Trustees for the purposes aforesaid and to approve a Sales Tax Agreement in order to effect the same;

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

SECTION 1. It hereby is determined to be in the best interest of the City of Sallisaw, Oklahoma and its citizens, that the proceeds derived from the levy of the two percent (2%) sales tax approved by the electors of said City, continue to be appropriated to the Trustees of The Sallisaw Municipal Authority to enable said Trustees to pay debt service on revenue bonds issued by the Authority and to obtain more favorable financing terms in order to provide funds to refinance certain outstanding indebtedness of the Authority and to provide capital improvements of the City and the Authority and to enter into a Sales Tax Agreement with the Authority in order to effect the same.

SECTION 2. There hereby is continued the appropriation of all of the proceeds to be derived from the two percent (2%) sales tax levied and collected by the City to the Trustees of The Sallisaw Municipal Authority.

SECTION 3. The Chairman, City Clerk, and Treasurer are hereby authorized and directed, after having deposited the proceeds of the aforesaid two percent (2%) sales tax monthly, as received, in the General Fund of the City and after having paid the costs and expenses of collecting said tax, to forthwith pay all of said sum to the Trustees of The Sallisaw Municipal Authority. The Chairman and City Clerk are hereby authorized to execute a Sales Tax Agreement to govern the appropriation and expenditure of the aforesaid two percent (2%) sales tax proceeds. A certified copy of this Resolution shall be delivered to each of said officials and shall constitute their continuing authority to make such monthly deposits, transfers and payments hereinabove directed.

SECTION 4. By reason of the immediate need for providing the refinancing of certain indebtedness incurred on behalf of the City and to provide capital improvements of the City of Sallisaw, Oklahoma and the Authority, and in order to preserve the health, safety and peace of the inhabitants thereof, an emergency hereby is declared to exist, by reason whereof this Resolution shall be immediately effective upon its adoption.

ADOPTED this _____ day of June, 2020.

Chairman, Board of Commissioners
City of Sallisaw, Oklahoma

ATTEST: (Seal)

City Clerk, City of Sallisaw, Oklahoma

I, the undersigned City Clerk of the City of Sallisaw, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the governing body of said City at a meeting held on the date therein stated, as the same appears in the Minutes of said meeting on file in my office as a part of the official records thereof.

City Clerk, City of Sallisaw, Oklahoma

(Seal)

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Sales Tax Agreement

ITEM TITLE: Consider Approval of Sales Tax Agreement Between the City of Sallisaw and the Sallisaw Municipal Authority

INITIATOR: Johanning & Byrom, PLLC (Bond Counsel)

STAFF INFORMATION SOURCE: Johanning & Byrom, PLLC

BACKGROUND: This Sales Tax Agreement between the Sallisaw Municipal Authority and the City of Sallisaw is related to our debt refinancing. In order to secure the payment of the Series 2020 Bonds and define how the Sales Tax Revenues levied and collected pursuant to the Sales Tax Ordinances are to be received by the City and paid over to the Authority, it is necessary that this Sales Tax Agreement be entered into.

Section 2 of the agreement specifies the priority of the sales tax related to debt service and other lawful purposes.

EXHIBITS: 1. Sales Tax Agreement

KEY ISSUES: None

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval.

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 8th day of June, 2020 and to be effective as of June 1, 2020, by and between The Sallisaw Municipal Authority (the "Authority") and the City of Sallisaw, Oklahoma (the "City"),

WITNESSETH:

WHEREAS, the Authority has been created by a Declaration of Trust dated as of March 24, 1988, as supplemented, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2019 Supplement, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable Statutes of the State of Oklahoma; and

WHEREAS, the City currently levies a two percent (2%) sales tax pursuant to City ordinance consisting of a one cent (1¢) sales tax levied pursuant to Ordinance No. 88-7, a one-half cent ($\frac{1}{2}$ ¢) sales tax levied pursuant to Ordinance No. 04-9 and a one-half cent ($\frac{1}{2}$ ¢) sales tax levied pursuant to Ordinance No. 2013-05 (collectively, the "Sales Tax Ordinances"); and

WHEREAS, the two percent (2%) excise tax (sales tax) generated pursuant to the Sales Tax Ordinances shall be referred to herein as the "Sales Tax Revenues"; and

WHEREAS, the purpose of the Sales Tax Ordinances is to provide revenues to be used for certain capital improvements to be financed and refinanced by the Authority; and

WHEREAS, the Authority has determined to issue its Utility System Revenue and Refunding Bonds Series 2020, dated July 1, 2020 (the "Series 2020 Bonds"), for the purpose of refunding certain outstanding indebtedness of the Authority and to provide capital improvements serving the City (the "Project"); and

WHEREAS, in order to secure the payment of the Series 2020 Bonds and define how the Sales Tax Revenues levied and collected pursuant to the Sales Tax Ordinances are to be received by the City and paid over to the Authority, it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things to be done to make this Sales Tax Agreement a valid and binding agreement by and between the Authority and the City have been done, happened and performed;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the issuance of the Series 2020 Bonds by the Authority by and on behalf of the City and other good and valuable consideration, receipt of which is hereby acknowledged by and between the parties hereto, the Authority and the City agree as follows:

SECTION 1. The Authority shall issue its Series 2020 Bonds and use the net proceeds thereof for the purposes set out above.

SECTION 2. The sales tax monies received from the Oklahoma Tax Commission by the City each month shall be deposited in a special account established in the General Fund of the City. The City agrees to appropriate each year that amount of money representing the Sales Tax Revenues, said amount to be paid over as received for immediate deposit in a bank or banks designated by the Authority, in an account to be established entitled The Sallisaw Municipal Authority Sales Tax Account (the "Sales Tax Account"). The parties to this Sales Tax Agreement further hereby acknowledge and the Authority does hereby pledge, the referenced Sales Tax Revenues, for the purpose of paying debt service on the Authority's outstanding debt service and in accordance with the provisions set forth herein. The Sales Tax Revenues are to be utilized in the manner and for the purposes set out herein, which purposes it is hereby acknowledged are consistent with the authorized uses of said Sales Tax Revenues as set out in the Sales Tax Ordinances.

The Sales Tax Account shall be chargeable with the following payments in the following order of priority:

First: To provide an amount equal to one-half cent ($\frac{1}{2}\text{¢}$) of sales tax collections levied pursuant to Ordinance No. 2013-05 for the debt service on the Authority's outstanding Sales Tax Revenue Bonds Series 2013, dated August 1, 2013 which shall cease to be levied and transferred by the City upon retirement of the Series 2013 Bonds on or before August 1, 2023; and

Second: To provide an amount equal to one-half cent ($\frac{1}{2}\text{¢}$) of sales tax collections levied pursuant to Ordinance No. 04-9 for the Authority's outstanding Refunding Revenue Bonds, dated June 1, 2012; and

Third: The balance of the remaining one-cent (1¢) levied pursuant to Ordinance No. 88-7 Sales Tax Revenues shall be available (if needed) to provide for debt service on the Authority's outstanding Series 2020 Bonds and all other indebtedness equally secured therewith; and

Fourth: In the event the Authority is current on its debt service payments on the Series 2013 Bonds, the Series 2012A Bonds, and the Series 2020 Bonds and any other indebtedness issued on a parity therewith, then any remaining Sales Tax Revenues in the Sales Tax Account shall be available for any lawful purpose of the Authority as provided in the respective Sales Tax Ordinances.

SECTION 3. In consideration of the issuance of the Series 2020 Bonds by the Authority on behalf of the City, and to further secure said Series 2020 Bonds, the Authority has pledged the Sales Tax Revenues to BancFirst, Oklahoma City, Oklahoma, as trustee, pursuant to the bond indenture securing the Series 2020 Bonds (the "Trustee"), and does hereby create a security interest in said revenues in favor of the Trustee.

SECTION 4. The Authority and the City agree to continually ensure that the Sales Tax Revenues is utilized for one or more of the authorized purposes as set out in the Sales Tax Ordinances and in the manner set out in Section 2 hereof.

SECTION 5. This Sales Tax Agreement shall remain in full force and effect until the Series 2020 Bonds and other indebtedness on a parity therewith is no longer outstanding. It is hereby acknowledged that under Oklahoma Law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Series 2020 Bonds and other indebtedness on a parity therewith has been paid; provided that the payment of the sales tax monies as set out herein is subject to annual appropriation by the City, and provided further that since the levy, collection and use of the Sales Tax Revenues was approved by a majority of the voters voting at elections held for such purpose, the voters have the power to revoke the same. Additionally, the City shall not be obligated to transfer funds in an amount equal to any sales tax levy which shall expire pursuant to the terms of the ordinance providing for such levy. The Series 2020 Bonds are issued by the Authority shall in no way be or become an obligation of the City.

SECTION 6. It is understood and agreed that this Sales Tax Agreement is a third-party beneficiary contract for the benefit of the holders of the Series 2020 Bonds and other indebtedness on a parity therewith and may be pledged and assigned by the Authority as security for the Series 2020 Bonds and other indebtedness on a parity therewith.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, The Sallisaw Municipal Authority has caused this Sales Tax Agreement to be signed by its Chairman, attested by its Secretary, and has caused the seal of the Authority to be impressed hereon and the City of Sallisaw, Oklahoma, acting by and through its Board of Commissioners, has caused this Sales Tax Agreement to be signed by its Chairman, attested by its City Clerk, and has caused the seal of the City to be impressed hereon, all as of the date above set out.

THE SALLISAW MUNICIPAL
AUTHORITY

By _____
Chairman of Trustees

ATTEST: (Seal)

Secretary of Trustees

CITY OF SALLISAW, OKLAHOMA

By _____
Chairman, Board of Commissioners

ATTEST: (Seal)

City Clerk

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Agreement for School Resource Officers

ITEM TITLE: Consider Approval of Agreement to Provide School Resource Officers for Year 2020/2021

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Chief of Police
Sallisaw School Superintendent

BACKGROUND: This agreement, between the City of Sallisaw and the Sallisaw Public School District will allow the Sallisaw Police Department to place two (2) school resource officers in the public schools during the upcoming school year.

EXHIBITS: 1. 7.1.2020.School Resource Officer.FINAL

KEY ISSUES: Sallisaw Public Schools will match 33% of the total salary and benefit costs of the two officers. Total match will be \$45,133 to be paid quarterly.

Other than compensation amounts, no other changes were made from the previous agreement.

FUNDING SOURCE: General Fund, Sallisaw Public Schools

RECOMMENDATION: Staff recommends approval of agreement.

AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICER

THIS AGREEMENT made and entered into this 8th day of June 2020, by and between the City of Sallisaw, a municipal corporation, hereinafter referred to as the “City”, and the Independent School District No. I-001 of Sequoyah County, Oklahoma and a public body corporate and politic hereinafter referred to as the “District”.

WHEREAS, it is the joint mission of the City and the District to create a drug and crime free environment, which promotes the learning experience within the District school system; and

WHEREAS, the City has law enforcement professionals who are trained in the areas of drug and crime control; and

WHEREAS, the District has teaching professionals who are capable of promoting student learning; and

WHEREAS, both the District and the City desire for the City to provide two (2) School Resource Officers to the District for the upcoming public school year.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other valuation consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the City and the District as follows:

1. **Term of Agreement and Termination.** The term of this Agreement shall be for a period commencing on July 1, 2020 and ending on June 30, 2021. This Agreement may be terminated by either party by giving thirty (30) days prior written notice.
2. For the term of this Agreement, the City retains the right to temporarily reassign, or to decrease the number of School Resource Officers specified in this Agreement, based on availability of officers to provide required law enforcement activities in the community.
3. For the term of this Agreement, the City of Sallisaw will:
 - a. Provide two (2) School Resource Officers to the District, for each public school day, between the hours of 7:30 a.m. and 3:30 p.m. Campus assignments for each School Resource Officer shall be determined by Sallisaw Chief of Police or their designee.
 - b. Provide a marked police unit and related law enforcement equipment for each School Resource Officer assigned to the District.
 - c. Upon the resignation, dismissal or reassignment of a School Resource Officer, the City shall, as soon as practical dependent upon the availability of officers, provide a qualified and trained replacement.
4. For the term of this Agreement, the District will:
 - a. District agrees to provide a secure office and related furniture, office equipment, radio and computer for the School Resource Officers during times Officers are

assigned. Computer shall have ability to access the computer systems of the Sallisaw Police Department, as well as the School system.

- b. Ensure all criminal violations reported to the school administration and or teachers or counselors are reported immediately to the School Resource Officer without exception. If the School Resource Officer is not available, violations will be reported to the shift Lieutenant, Captain or Chief of Police.
 - c. Agrees to cooperate with the School Resource Officer(s) assigned to work at the District's campuses in the performance of their duties under this Agreement.
 - d. Provide the Sallisaw Police Department and each School Resource Officer a copy of school policy manual.
 - e. Notify the Chief of Police of any issues with a School Resource Officer.
5. **Funding.** The City shall be solely responsible for paying all cost of providing the School Resource Officers assigned to the District's Campuses. To match the City's contribution of providing the School Resource Officers, the District agrees to pay 33% of the total salary and benefit compensation for each officer as matching funds, payments to be made on a quarterly basis. Payments to be addressed to attention of the City of Sallisaw City Clerk. Those calculated amounts and payment due dates are as follows:

		Officer 1	Officer 2
Annual Salary		\$ 48,538	\$ 37,295
Fica	7.65%	\$ 3,713	\$ 2,853
Retirement	13.00%	\$ 6,310	\$ 4,848
Medical Insurance		\$ 15,133	\$ 9,852
Workers Comp Ins		\$ 4,368	\$ 3,357
Christmas		\$ 250	\$ 250
		<u>\$ 78,312</u>	<u>\$ 58,455</u>
School District	33%	<u>\$ 25,843</u>	<u>\$ 19,290</u>
Total School District		\$ 45,133	
Payment Due Date			
Payment 1	9/30/2020	\$ 11,283	
Payment 2	12/31/2020	\$ 11,283	
Payment 3	3/30/2021	\$ 11,283	
Payment 4	6/30/2021	\$ 11,283	
		<u>\$ 45,133</u>	

6. **Funding Adjustments.**
- a. If, at any time during the term of this Agreement, a School Resource Officer position is vacant, or officer is on approved leave, for more than three (3) consecutive weeks, the matching funds due City shall be adjusted as needed.
 - b. If, at any time during the term of this Agreement, the number of School Resource Officers is decreased due to reassignment, the matching funds due City shall be adjusted as needed.

- c. If the District requests a School Resource Officer work at school events, outside normal school hours, District agrees to reimburse the City for overtime and other related benefit costs incurred by the School Resource Officer. Such overtime costs will be billed to the District as needed.
7. Each School Resource Officer shall have the following duties:
- a. Enforce federal, state and local laws and ordinances.
 - b. Abide by all policies of the Sallisaw Board of Education. The School Resource Officers will consult with and coordinate activities through the School Principal, subject to the officer's obligations to respond to the chain of command of the City of Sallisaw and the Sallisaw Police Department in matters relating to employment and supervision.
 - c. Follow the guidelines of Juvenile Law, school board policy and the operating policies and procedures of the Sallisaw Police Department in regards to investigations, interviews and searches related to juveniles.
 - d. Assist the District in investigating and preventing truancy, including home visitation and student/parent counseling as may be, from time to time, requested by the District.
 - e. Assist the superintendent, principals, faculty, and staff in developing plans and strategies to prevent and or minimize dangerous situations that may occur on school grounds.
 - f. Provide traffic control during arrival and departure of students.
 - g. Participate in school functions during school hours.
 - h. Respond to police calls for service at all school locations in the District.
 - i. Attend Juvenile Court as needed.
 - j. To refrain from functioning as a school disciplinarian, the School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. If witnessed, the School Resource Officer shall report violations of school policy to the appropriate campus Principal.
 - k. Counsel students suspected of engaging in criminal misconduct. This may also be requested by the Principal or by parents of the student.
 - l. Assist other law enforcement agencies and officers with outside investigations concerning students attending the schools of the District.
 - m. Provide short educational presentations, and educational materials, in a classroom setting.
 - n. The School Resource officers shall provide a monthly report of activities to their direct supervisor.
8. **Chain of Command.** As an employee of the City of Sallisaw, Sallisaw School Resource Officers are subject to the sole direction, supervision and control of the City of Sallisaw acting through its Chief of Police, or his designee. In the performance of their duties, the School Resource Officers shall coordinate and communicate with the principal or the

principal's designee at the School to which they are assigned. If needed, in times of emergencies or staff shortages, the Chief of Police, or his designee, may order the School Resource Officer(s) to leave their school duty station during normal school hours and perform other services for the City of Sallisaw and its police department.

9. **Qualifications and Training for School Resource Officers.** For the purpose of this Agreement, a School Resource Officer shall be defined as a person who is a sworn law enforcement officer meeting all minimum requirements for such office under the laws of the State of Oklahoma. If time and budget allows, the School Resource Officers shall be given the opportunity to further their school resource training through the National Association of School Resource Officers or other organizations which provide similar training.
10. **Indemnification.** The City agrees to indemnify and hold harmless the District, its officers and employees, from and against any and all claims, suits, or causes of action arising from or related to the actions of the School Resource Officer(s) in the performance of their duties under the provisions of this agreement.
11. **Review of Program.** During the term of this Agreement, the City and the District agree to meet during the month of May to evaluate the School Resource Officer Program and the performance of the School Resource Officer(s).
 - a. It is understood that the District's evaluation of the officer is advisory only and that the City retains final authority to evaluate the performance of their own employees.
 - b. The District may request that a particular School Resource Officer be removed from the program by written request, stating the reasons therefore. The City may attempt to mediate or resolve any problems which may exist between the District and a particular School Resource Officer. If the District's objections cannot be resolved within a reasonable period of time, the City shall remove the School Resource Officer from the program.
12. This Agreement constitutes the full understanding of the parties and may not be modified or amended in any way unless by agreement, in writing, signed by both parties.
13. The District shall allow the School Resource Officer(s) to inspect and copy any public records maintained by the District, including student directory information. School Resource Officer(s) may not inspect or copy confidential student educational records except in an emergency or upon issuance of a search warrant or subpoena to produce records.
14. **Contact.** Any and all notices, or other communications required or permitted to be given under the terms of this Agreement, shall be given to:

To the District:
Superintendent of Schools
Sallisaw Public Schools
701 South J.T. Stites Blvd.
Sallisaw, OK 74955

To the City:
City Manager
City of Sallisaw
P.O. Box 525
Sallisaw, OK 74955

**INDEPENDENT SCHOOL DISTRICT
NO. I-001 OF SEQUOYAH COUNTY, OKLAHOMA**

By: President, Board of Education Date

Attest:

Clerk, Board of Education Date

CITY OF SALLISAW

Mayor, City of Sallisaw Date

Attest:

City Clerk Date

APPROVED AS TO FORM:

John Robert Montgomery, City Attorney Date

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Lease Agreement

ITEM TITLE: Consider Approval of Lease Agreement Between the City of Sallisaw and Sallisaw NOW for Lease of Office and Storage Space at 101 and 103 North Wheeler

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Sallisaw NOW

BACKGROUND: This agreement is a continuation of the existing lease between the City of Sallisaw and Sallisaw NOW. In addition to the office space at 101 N. Wheeler, we have also added storage space at the new event center building, 103 N. Wheeler. Rental for this space is \$2,000 per month.

EXHIBITS: 1. 7.1.2020.SallisawNOW.Office Lease.101Wheeler

KEY ISSUES: None

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval.

GENERAL LEASE

This lease made and entered into this 8th day of June, 2020, by and between City of Sallisaw, a Municipal Corporation, **Lessor**, and Sallisaw NOW Coalition, **Lessee**;

1. Witnesseth, that said **Lessor**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **Lessee** office space of approximately 1,000 square feet, located at 101 North Wheeler, Sallisaw, Oklahoma. Space may be used for office or general storage areas. In addition, **Lessor** also agrees to lease and let unto **Lessee** a room in the northeast corner of the new Sallisaw Event Center, located at 103 North Wheeler, of approximately 200 square feet, to be utilized for storage only.
2. Lease term shall be from the 1st day of July 2020 to the 30th day of June, 2021.
3. **Lessee**, in consideration of the premises herein set forth, agrees to pay to **Lessor**, as rental for the above described premises, the sum of *Two Thousand Dollars (\$2,000)* per month, payable in advance on the 1st day of each month, beginning July 1, 2020.
4. It is further agreed, by and between the parties thereto that all utilities and/or improvements and repairs on said premises will be the sole responsibility of **Lessor**.
5. **Lessee** is aware this facility has public access for different types of meetings and events, **Lessee** agrees to keep leased areas clean, free of clutter and presentable at all times. **Lessee** is responsible for housekeeping in areas leased, including hallways.
6. It is further agreed by and between the parties hereto that this Lease, or any portion of, can be canceled by either party by giving ninety (90) days written notice.
7. It is further agreed that at the end of this Lease, or sooner termination thereof, **Lessee** shall give peaceable possession of the premises to **Lessor** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

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

Witness our hands and seals the date first above written.

Lessor: City of Sallisaw, A Municipal Corporation Ernie Martens, Mayor Attest: Dianna Davis, City Clerk [Seal]	Lessee: Sallisaw NOW Coalition Chairman Name printed
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AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: FBO Contract

ITEM TITLE: Consider Approval of Fixed Base Operator Contract For the Period of July 1, 2020 to June 30, 2021, Between the City of Sallisaw and Thomas Hanning, d/b/a T3 Aerosports, LLC

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager
Tom Haning (T3 Aerosports)

BACKGROUND: Staff requests approval of FBO agreement with Mr. Tom Haning, d/b/a T3 Aerosports. During the last five months, Mr. Hanning has operated as our FBO and has done a very good job. Airport traffic has increased and he has generated renewed interest in pilots relocating their planes to Sallisaw. He has worked with city staff on planning of future improvements, some of which have been incorporated into the FY 2021 budget.

EXHIBITS: 1. 7.1.2020.FBO.T3Aerosports.Final

KEY ISSUES: The only change noted in this agreement is the increase in the contract amount from \$60,000 to \$69,000 per year.

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of the agreement

This Fixed Base Operator Agreement and Lease made and entered into this 8th day of June, 2020, by and between the **City of Sallisaw, Oklahoma**, an Oklahoma Municipal Corporation (hereinafter referred to as “**City**”) and **Thomas Haning, d/b/a T3Aerosports, LLC**, (hereinafter referred to as “**FBO**”), both sometimes referred to collectively as the “**Parties**”.

WITNESSETH:

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

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

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

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

1. The Board of City Commissioners shall be the approving authority of this Agreement.
2. For the City, the City Manager shall be recognized as the Airport Manager.
3. **Ownership of Facility.** The City shall retain ownership of the Facility at all times, including, but not limited to real estate, technical equipment, furniture, signs, fixtures, and similar property, including improvements made during the Term of this Agreement, excluding items owned by the FBO. Any data, equipment or materials furnished by the City to FBO shall remain the property of the City and shall be returned to the City when it is no longer needed or upon termination or expiration of this Agreement.
4. **Engagement and Scope of Services.** The City hereby engages **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator, or “FBO” of the Facility to perform certain aeronautical operations and services for the benefit of the residents of the City and airport users. FBO accepts such engagement pursuant to the terms and conditions set forth herein. The scope of this Engagement includes, but is not limited to:
 - a. For services provided to the City, and specified in this agreement, **FBO shall be paid in monthly installments of five thousand seven hundred fifty dollars (\$5,750.00) per month**, for each month this Agreement is in effect. Payment request shall be processed by the City on the first working day of each month, with check issued within 10 working days.
 - b. For the term of this agreement, FBO is granted authority to supervise and oversee any and all aeronautical activities at Facility, including both flight and ground activities. FBO shall also enforce the Facility rules and regulations pertaining thereto now or hereafter adopted by the City, the State of Oklahoma, or the United States of America.

- c. FBO shall provide the necessary aeronautical personnel and services to properly conduct, operate, and supervise the Facility on a daily basis.
 - d. FBO shall use reasonable and due care in the protection and preservation of the Facility and will maintain the buildings, equipment and other property of City in a proper state of repair, less normal wear and tear.
 - e. FBO shall provide adequate insurance as described in Section 11 of this agreement.
 - f. FBO shall be familiar with and enforce the requirements of the Sallisaw Code of City Ordinances, Chapter 14, Aviation.
 - g. FBO shall be available to provide FBO related airport services at the airport seven (7) days per week. During the seven (7) day week, the FBO, or a representative of the FBO, shall be available at the airport a minimum of six (6) days per week, a minimum of six (6) hours per day, less City approved holidays. At all other times, the FBO, or their representative, shall be subject to on-call status. All services provided by the FBO shall be provided by the FBO, or a properly trained employee of the FBO. If the FBO, or a representative of the FBO, is not available to provide services at any time, FBO shall post a notice showing contact information of the FBO. FBO shall notify the Airport Manager, or his designee, any time these services are not available for more than 24 hours, excluding Sundays.
 - h. All personnel hired or engaged by the FBO shall be employees, agents, or independent contractors of the FBO, and not of the City. FBO shall select in its sole discretion, the number, function, qualifications, and compensation, including compensation and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. FBO will also be solely responsible for the discipline, up to and including termination, of such employees. FBO agrees to use reasonable and prudent judgement in the selection and supervision of such personnel.
5. **Grant of Lease and Description of the Leased Premises.** The City does hereby lease to FBO, and FBO hereby leases from the City, the following land, buildings and improvements located on the property of the Sallisaw Municipal Airport.
- a. Maintenance Hangar.
 - i. City does hereby lease, and allow FBO to have use of, the hangar identified as the "Maintenance Hangar". FBO shall be responsible for payment of telephone and electric bills of the Maintenance Hanger. FBO will not dispose of, or allow disposal, of any oil, fuel, metal or other products on Facility property, but shall be responsible for the proper disposal of said materials in compliance with the Sallisaw Code of Ordinances Section 38, Article IV and other local, State or Federal regulations.
 - ii. If FBO obtains a permit through the City, the FBO shall be allowed to provide aircraft maintenance and other aeronautical type services in the City owned maintenance hangar and keep all revenues generated by said services.

- iii. In absence of additional hangar space, the Maintenance Hangar may be used for aircraft storage, and FBO may charge a storage fee for the aircraft, not to exceed \$ 350.00 per month, per aircraft. FBO shall retain all storage fees from storage of aircraft in the Maintenance Hangar. At no time shall storage of aircraft take up the entire space of the maintenance hangar in that it interferes with maintenance of aircraft.
 - iv. At the end of each month, FBO shall provide the Airport Manager a detailed listing of aircraft stored in the Maintenance Hangar, their owners, their tail ID numbers and the amounts FBO has generated in storage revenue.
 - v. Maintenance Hangar facility shall be kept clean and presentable at all times, and free of clutter. Spare parts and tools shall be kept organized, no junk parts shall be kept in the maintenance hangar. Maintenance Hangar shall not be used to store planes considered non-operational for periods exceeding two months.
- b. Terminal Building.
 - i. City does hereby lease, and allow FBO to have use of, the building identified as the "Facility Terminal Building."
 - ii. FBO shall be responsible for the upkeep and daily cleaning of building. FBO shall keep restrooms clean, all floors mopped or swept, clean all furniture, clean all windows, keep office area orderly and free of clutter. If plants are kept, they shall be kept fresh. Daily housekeeping is required to present a clean professional appearance.
 - iii. FBO shall maintain a flight planning area with all appropriate material needed by pilots, including access to a telephone.
 - iv. FBO may install vending machines in the Facility Terminal Building and keep proceeds from the vending machines. If installed, vending machines must be kept in working order and stocked with fresh items.
 - v. No animals shall be kept in the terminal building.
- 6. **Commission Approval and Appropriation Required.** This Agreement and any future Agreements are subject to approval by the City of Sallisaw Board of City Commissioners and available funding being appropriated by the Board of City Commissioners. Amendments to the Agreement must also be approved by the Board of City Commissioners.
- 7. **Term of Agreement.** The term of this agreement shall be from the 1st day of July 2020 (Effective Date), through the 30th day of June, 2021 (the "Term Date").
- 8. **Additional Consecutive Terms.** Prior to June 30 of each calendar year, the City, upon approval of the Board of City Commissioners, and the FBO, may mutually agree to extend this Agreement for a period of one additional year.
- 9. **Termination of Agreement.** During the term of this Agreement, either party to this Agreement may terminate this Agreement for any reason by providing ninety (90) day notice, in writing, to either party, at addresses specified in Section 18. If terminated,

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

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

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

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

14. Fuel Facility and Sale of Fuel

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

15. Maintaining the Facility.

- a. FBO shall monitor all aspects of the Airport Facility and operations of the airport. As needed, FBO shall notify City, via email or written work order request, when

repairs and or maintenance is required at the Facility. Once notified, City shall attempt to remedy the reported issues as soon as practically possible. Notifications to the City shall be through the Airport Manager or his designee.

- b. The City agrees to provide maintenance services for the Facility as follows:
 - i. Mowing, sanitation services, maintenance services for facility buildings and equipment.
 - ii. Maintenance of fuel tanks and related pump and credit card machinery.
 - iii. Maintenance of electronic computer or other electronic equipment owned by the City.
 - iv. Maintenance of Unicom and other radio and weather systems.
 - v. Maintenance of taxiways, aprons, runway, parking lots, navigation lights, navigation beacons.
 - vi. Maintenance of other parts of Facility as needed, as controlled by the City.

16. Fees Associated with Airport Runway, Taxiway, Aprons

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

17. Other Requirements of the City.

- a. City shall maintain general liability insurance for the Facility.
- b. City shall maintain building insurance on all City owned buildings at the Facility. FBO may purchase content insurance to cover items owned by the FBO.
- c. City shall provide general janitorial supplies and light bulbs for the terminal building. FBO shall be responsible for the security of these items at the Facility.
- d. City shall provide suitable furniture for the terminal building. FBO shall ensure furniture is cared for and maintained.
- e. City shall furnish a courtesy vehicle(s) for use by pilots or crew members utilizing the Facility.

18. **Notices.** Whenever notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall wither be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:

If to the City:

City of Sallisaw
Attention: City Manager
P.O. Box 525
Sallisaw, OK 74955

If to the FBO:

Tom Haning
T3Aerosports, LLC
P.O. Box 1044
Vian, OK 74962

19. **Choice of Law.** This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
20. **Indemnification and Hold Harmless.** FBO shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of the FBO, its employees and agents, under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by FBO and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs. City will defend, hold harmless, and indemnity, to the extent required by the Governmental Tort Claims Act, FBO, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or failure to perform obligations under this agreement.
21. **Relationship of Parties.** FBO enters into this Agreement, and shall continue to be, an independent contractor. All services shall be performed only by the FBO and FBO employees. Under no circumstances shall FBO, or any of the FBO's employees, be entitled to any City benefits, including without limitation worker's compensation, disability insurance, vacation or sick pay. FBO shall be responsible for providing, at their own expense, and in their name, unemployment, disability, workers compensation and other insurance.
22. **Severability.** If any one or more of the sections, sentences, clauses, or parts of this Agreement should be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
23. **Governmental Tort Claims Act.** By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act of the State of Oklahoma, do not waive sovereign immunity, any defenses, or any limitations of liability as may be

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of June, 2020.

City of Sallisaw

Ernie Martens, Mayor

(Seal)

ATTEST:

Dianna Davis, City Clerk

Approved as to form:

John Robert Montgomery, City Attorney

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

Date: _____

FBO
Name

Signature

Printed Name and Title

FBO'S ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF SEQUOYAH)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

_____, Notary Public

My commission expires: _____ Commission #: _____

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Purchase of 2011 Peterbilt 388

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 81267, Issued to Heartland Truck Sales & Service of Oklahoma City, in the Amount of \$39,900.00 for the Purchase of One (1) 2011 Peterbilt 388, for the Street Department

INITIATOR: Street Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Street Superintendent
Purchasing Agent

BACKGROUND: The street department is in need of a semi-truck to haul heavy equipment. Funds are appropriated in the FY20 budget for this purchase. Sam Randolph and Kenny Shakingbush traveled to Oklahoma City after locating this truck to inspect and drive, and were very satisfied.

Cost: \$39,900
2011 Peterbilt Model 388

EXHIBITS: 1. Quote - Heartland

KEY ISSUES: N/A

FUNDING SOURCE: Capital Improvement Fund, Budget \$60,000.

RECOMMENDATION: Approval of Purchase Order No. 81267, to Heartland Truck Sales & Service of Oklahoma City, in the Amount of \$39,900.00 for the Purchase of One (1) 2011 Peterbilt 388.

DATE: 5/18/2020

PHONE: 800-707-1666
SALESPERSON: mitch
PHONE: 918-776-4105
ZIP: 74955

I AGREE TO PURCHASE THE VEHICLE DESCRIBED AS: USED

YEAR	MAKE	MODEL	BODY TYPE	COLOR
2011	Peterbilt	388	Tractor	Red

V.I.N. 1XPWD49x7BD114352 TO BE DELIVERED ON OR ABOUT:

REMARKS: (Enter material statements below, including insurance type & cost)

CASH PRICE OF VEHICLE \$ 39,900

*** NO WARRANTY EXPRESSED OR IMPLIED "AS/IS" ***

ODOMETER MILEAGE STATEMENT

The odometer of the above described vehicle is EXEMPT in regards to Miles\Kilometers reading.

TOTAL PRICE	\$ 39,900
-------------	-----------

Trade-in Allowance

Pay off

Down Payment

Balance Due	\$ 37,700
-------------	-----------

DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ _____ as a Deposit/Partial payment for the

Vehicle described above. If the receipt is for a Deposit, Dealer will refrain from selling the vehicle for _____ days.

The Deposit/Partial payment IS IS NOT refundable subject to the following conditions:

(TRADE-IN) YEAR:

MAKE:

MODEL:

V.I.N.:

LIENHOLDER:

ESTIMATED PAYOFF:

* ALL WARRANTIES, IF ANY, BY MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICE SOLD BY SELLER. IN THE EVENT THAT A SERVICE CONTRACT IS SOLD BY SELLER ON ITS OWN BEHALF, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE TERM OF THE SERVICE CONTRACT.

* This order and any documents attached thereto comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this order.

* Purchaser agrees that Seller has and shall retain a security interest in the vehicle which is the subject of this contract unless and until seller has received the full price of the contract, exclusive of any trade in allowance, in legal tender, including conversion of any payment made by negotiable instrument into legal tender. Purchaser agrees that, at any time, so long as Seller has a security interest in the vehicle, Seller may exercise any rights to repossession and disposal of said vehicle as is provided Seller by law.

** I have read the matter printed on the back hereof and agree to it as a part of this Order the same as if it were printed above my signature.

** I certify that I am 18 years or older, and hereby acknowledge receipt of a copy of this order.

SIGNED: James H. Smith ACCEPTED BY PURCHASER

DATE: 5/8/20

APPROVED: *[Signature]*
AUTHORIZED DEALERSHIP REPRESENTATIVE

DATE: 5/18/2020

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE.



2011 PETERBILT 388 For Sale In Oklahoma City, Oklahoma



For Sale Price: \$39,900

Contact Information

Heartland Truck Sales & Service

📍 Oklahoma City, Oklahoma 73128

Phone: (405) 717-7295

Contact: Todd Niblett

Specifications

Quantity	1	Stock Number	C20352
Year	2011	Manufacturer	PETERBILT
Model	388	Condition	Used
Horsepower	450	Transmission	Manual
Engine Manufacturer	Cummins	Suspension	Flex Air
Ratio	3.55	Tires	11R 22.5
Wheels	Polished Aluminum	Wheelbase	212
Color	Red	Number of Rear Axles	Tandem
Engine Type	ISX15	Transmission Manufacturer	EATON-FULLER
Drive Side	Left Hand Drive	Number of Speeds	10 Spd
Engine Brake	Yes	Overdrive	Yes

AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: Reinvestments

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Reinvest the Following Certificates of Deposit

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Staff requested quotes on temporarily idle funds for the Sallisaw Reserve Fund and Cemetery Fund certificates of deposit. Staff requests approval to deposit both with National Bank of Sallisaw, the high bidder, for 63 days at .28%.

EXHIBITS: 1. BOCC Redeposit Quotes 06.2020

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

1. Approval to deposit a Sallisaw Reserve Fund certificate of deposit with National Bank of Sallisaw for 63 days at .28%.
2. Approval to deposit the Cemetery Fund certificate of deposit with National Bank of Sallisaw for 63 days at .28%.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

JUNE 8, 2020

<u>Fund</u>	<u>Amount</u>
Sallisaw Reserve	\$884,197.96

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>
35	<u>.05 %</u>	<u>.28 %</u>	<u>No Bid</u>
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>
63	<u>.05 %</u>	<u>.28 %</u>	<u>No Bid</u>

<u>Fund</u>	<u>Amount</u>
Cemetery Fund	\$206,896.95

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>
35	<u>.05 %</u>	<u>.28 %</u>	<u>No Bid</u>
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>
63	<u>.05 %</u>	<u>.28 %</u>	<u>No Bid</u>



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

TO: Firststar Bank

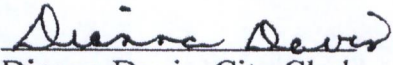
May 29, 2020

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified beginning June 10, 2020:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Reserve	\$884,197.96	35	July 15, 2020	<u>.05%</u>
		63	August 12, 2020	<u>.05%</u>
Cemetery Fund	\$206,896.95	35	July 15, 2020	<u>.05%</u>
		63	August 12, 2020	<u>.05%</u>

Due to COVID-19 quotes will be received by the City Clerk via e-mail; ddavis@sallisawok.org. E-mail quotes must be received by **10:00 a.m., Wednesday, June 3, 2020**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at the meeting of the Board of City Commissioners beginning at 6:00 p.m. on June 8, 2020.

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

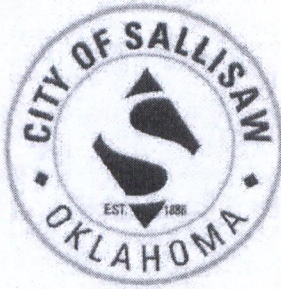

Dianna Davis, City Clerk

Submitted by:

Firststar Bank

Date: 6/2/20

By: E. Kan



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955

918-775-6241 918-775-9550 Fax www.sallisawok.org

TO: National Bank of Sallisaw

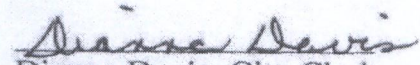
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<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Reserve	\$884,197.96	35	July 15, 2020	<u>0.28%</u>
		63	August 12, 2020	<u>0.28%</u>
Cemetery Fund	\$206,896.95	35	July 15, 2020	<u>0.28%</u>
		63	August 12, 2020	<u>0.28%</u>

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


Dianna Davis, City Clerk

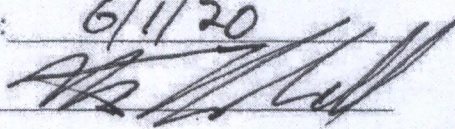
Submitted by:

National Bank of Sallisaw

Date:

6/1/20

By:



AGENDA ITEM COMMENTARY

Meeting Date: June 8, 2020
Board: Board of City Commissioners
Subject: City Manager Contract

ITEM TITLE: Consider Approval of City Manager Contract for Period of July 1, 2020 to June 30, 2021

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The contract for the City Manager for the upcoming fiscal year is presented as discussed during the FY 2021 budget meetings.

EXHIBITS: 1. 7.1.2020.KS.SallisawCMContract.Final

KEY ISSUES: None

FUNDING SOURCE: General Fund

RECOMMENDATION: Staff recommends approval of contract.

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered on this 1st day of July, 2020, by and between the **City of Sallisaw, Oklahoma, Sallisaw Municipal Authority, Sallisaw Library Authority, Sallisaw Economic Authority, and the Sallisaw Industrial Finance Authority**, to further the public interest of the community, hereinafter called City, and Herman Keith Skelton, hereinafter called City Manager, both of whom understand as follows:

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the City would employ the City Manager; and

WHEREAS, as an individual, the City Manager has the required education, training and experience in local government management; and

WHEREAS, the City Manager commits to being a member of the International City Management Association (ICMA), and to comply with the ICMA Code of Ethics; and

WHEREAS, the City wishes to employ City Manager under the terms and conditions set forth in this agreement; and

WHEREAS, the City agrees there shall, at all times this Agreement is in effect, be sufficient funds budgeted and appropriated to pay all benefits City Manager may be entitled to receive should this contract be fully performed, either by continued employment or termination;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

AGREEMENT

SECTION 1: TERM

1. This Agreement shall become effective on July 1, 2020 and shall continue through June 30, 2021 unless terminated by the City or City Manager, as provided for in Sections 9 and 10 of this Agreement.
2. This agreement shall be extended for each Fiscal Year hereafter, as approved by both parties, provided that both parties shall agree to extending contract prior to June 30 of each year.

SECTION 2: DUTIES

1. The City of Sallisaw, Oklahoma, and various public trusts created by the City of Sallisaw pursuant to Title 60 of the Oklahoma Statutes, to further the public interest of the community, hereby agree to employ City Manager as City Manager of said City, to perform the functions and duties specified in the City Charter, Code of Ordinances and

applicable Oklahoma State Statutes, and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign, both in regard to the City of Sallisaw and those trusts related to the City.

2. The City Manager shall perform high-level administrative, technical and professional responsibilities in directing and supervising the administration of all departments of city government. The City Manager exercises supervision over all municipal employees, either directly or through subordinate supervisors, and works under broad policy guidance and the direction of the City. Essential responsibilities of the position include, but are not limited to
 - a. As head of the City's management team, manage and supervise all departments, agencies and offices of the City to achieve goals within available resources. Plan and organize workloads and staff assignments, review progress, and direct changes, as needed.
 - b. Oversee personnel practices and provide direction, job performance evaluations, and discipline to subordinates in accordance with established policies.
 - c. Provide leadership and direction in the development of short and long range plans. Gather, interpret and prepare data for studies, reports and recommendations. Coordinate city activities with other departments and agencies as needed.
 - d. Provide professional advice to the City Council and department heads. Make presentations to councils, boards, commissions, civic groups and the general public.
 - e. Communicate official plans, policies and procedures to the City Council, staff and the general public.
 - f. Assure that assigned areas of responsibility perform within budget. Monitor revenues and expenditures to assure sound fiscal control. Advise the City Council of financial conditions and current and future needs of the City.
 - g. Maintain harmony among workers and resolve grievances. Assist subordinates in performing duties; address errors and complaints in a professional and timely manner.
 - h. Appointment and removal of all department heads and employees of the City following the applicable guidelines of the personnel manual and other related policies and laws, except those appointed by City Council or elected as provided in the Charter of the City of Sallisaw.
 - i. Other duties of a similar or related nature as required.

SECTION 3: COMPLIANCE WITH APPLICABLE LAWS, CITY POLICIES AND ETHICS GUIDELINES

1. In performing the duties of the City Manager, City Manager shall faithfully observe and comply with all applicable federal, state, and local laws and local ordinances.
2. City Manager shall abide by all established city policies, unless they conflict with this Agreement, in which case this Agreement shall prevail.
3. If not already a member, City Manager shall become a member of the International City Management Association (ICMA) within two months of the effective date of this agreement and shall abide by the most current version of the ICMA Code of Ethics as adopted by the ICMA. To facilitate the role of City Manager, City Manager shall also become a member of the City Management Association of Oklahoma (CMAO).

SECTION 4: BASE SALARY, HEALTH INSURANCE AND OTHER BENEFITS

1. The City agrees to pay City Manager, for City Manager's services rendered pursuant hereto, an annual base salary of \$118,000.00 for the effective period of this Agreement, except as adjusted by council, and for each year thereafter except as modified as provided herein. Said annual base salary shall be paid on a bi-weekly basis.
2. During the term of this agreement, City Manager shall receive a percentage cost of living pay increase equal to any across the board cost of living increase provided for the general employees of the City. Additionally, the Council shall annually review the salary of the City Manager to determine whether any merit increase should be provided. If the Council approves both a merit increase for the City Manager and a cost of living adjustment for all city employees, then City Manager shall only be provided the greater amount of the pay adjustments, not both.
3. Cell Phone Allowance. City agrees to pay City Manager \$100.00 per month for a cell phone allowance.
4. Health Insurance. The City agrees to pay 100% of the cost of health insurance for the City Manager, and shall pay 100% of the dependent coverage of the City Manager. Cost of health insurance shall include health, vision, dental and life insurance as provided to other city employees. Additional supplemental policies, as offered to all city employees, shall be paid by the City Manager in full.
5. Vacation Leave. On July 1 of each year, City Manager shall be granted one hundred sixty hours (160) hours of vacation (four weeks). City Manager, if city operations allow, shall use a minimum of eighty (80) hours of vacation between the dates of July 1 and June 30 of the following year. All unused hours of vacation shall carry over to the next fiscal year and may accrue up to a maximum of 400 hours (ten weeks).
6. Accrued Vacation Leave Prior to July 1, 2018. City understands that City Manager, as an employee of the City of Sallisaw prior to July 1, 2018, has accrued 946 hours of vacation, with a value of \$39.82 per hour. As of July 1, 2020, the balance of these hours is 346. City agrees that City Manager is entitled to payment for these accrued vacation hours and agrees to the following.

- a. On the second pay period of the fiscal year, City Manager shall be paid for the remaining balance, 346 hours of his Accrued Vacation Leave. When paid to City Manager, it shall be paid at the rate of \$39.82 per hour.
7. Longevity. City Manager, being a city employee since September of 1994, shall be eligible for Longevity Pay, as provided for by city policies.
8. Sick Leave. City shall allow City Manager to keep all accrued sick leave currently accrued as an employee of the City of Sallisaw prior to July 1, 2018, and shall allow sick leave to continue to accrue as provided for in the City of Sallisaw personnel policies. Upon resignation for the purpose of normal retirement, payment of sick leave hours shall be provided for as allowed in the City of Sallisaw personnel policies.
9. OMRF Retirement. City Manager shall be allowed to continue in his current OMRF retirement plan, Plan AAA with rule of 80 and 10 year vesting, as adopted and provided by the City of Sallisaw. City Manager shall pay the required percentage as paid by other city employees. City shall pay the required percentage as required to pay for other city employees.
10. City agrees to furnish City Manager a laptop and other items, as needed, to perform his duties as City Manager.
11. City agrees to furnish a city vehicle for City Manager and pay fuel and other related costs. Said vehicle is to be used by the City Manager for business purposes only and De Minimis personal use. It is understood and approved by City that family members may travel with City Manager, in the city vehicle, when City Manager attends business related meetings and conferences in or outside the City of Sallisaw or outside the State of Oklahoma.

SECTION 5: HOURS OF WORK

It is expected that the City Manager will typically work during normal City Hall office hours. However, it is recognized that the City Manager must devote a great deal of time outside those normal office hours on business for the City. Accordingly, City Manager may establish his own work schedule, subject to reasonable direction by City Council. City Manager is not eligible for overtime or paid compensatory hours. City Manager agrees to provide the City Council with timely reports of City Manager's activities on a regular basis

SECTION 6: PROFESSIONAL DEVELOPMENT, DUES AND EXPENSES

1. City agrees to budget and pay the professional dues for the City Manager's membership in the International City Management Association (ICMA) and the City Management Association of Oklahoma (CMAO). City further agrees to pay the professional dues for the City Manager's membership in other municipal-related and civic organizations in which the City deems City Manager's membership to be in the best interest of the City.
2. The City agrees to budget and to pay the actual and necessary travel and attendance expenses of City Manager for professional and official functions to adequately continue the professional development of City Manager. These functions may include, but are not limited to, functions of the Sallisaw Chamber of Commerce, Oklahoma Municipal League (OML), International City Management Association (ICMA), City Management Association of Oklahoma (CMAO), Municipal Electric Systems of Oklahoma (MESO), National League of Cities (NLC), American Public Power Association (APPA), Grand

River Dam Authority (GRDA) and other municipal or governmental groups the City of Sallisaw is involved in.

3. When attending functions of professional organizations, City Manager shall notify City of dates attending. As provided for in the City Charter, City Manager shall name an acting City Manager when attending functions outside the State of Oklahoma.

SECTION 7: PERFORMANCE EVALUATION AND GOALS

City shall annually review the performance of the City Manager and discuss goals for the City. This review shall normally take place during the month of May.

SECTION 8: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the City Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with City Manager's responsibilities pursuant to this Agreement.

SECTION 9: TERMINATION

The Board of Commissioners may suspend or remove the City Manager at any time by majority vote of all of its members; provided, that the Board of Commissioners shall give the City Manager a written statement of the reason(s) for suspension or removal at least thirty days prior to the effective date of said suspension or removal; and, shall upon request, give the City Manager an opportunity for a public hearing thereon, after the expiration of such notice, before suspension or removal.

SECTION 10: SEVERENCE PAY

In the event of termination of City Manager's employment without cause, City Manager shall be paid a severance package as follows:

- a) Severance pay shall be paid in an amount equal to six (6) month's salary (13 pay periods). Severance pay shall be based on the City Manager's current salary rate at the time of termination, said severance to begin immediately after the last day worked.
- b) Severance pay shall be paid as a lump sum payment or in bi-weekly installments, as determined by the City Manager, within five (5) days of last day worked.
- c) Unused accrued vacation, as provided in Section 4.5 above, shall be paid City Manager at the current salary rate at the time of termination.
- d) In the event severance pay is paid as a lump sum payment, or bi-weekly amounts, City shall also pay City Manager a lump sum amount equal to four (4) months of COBRA premiums.

SECTION 11: INDEMNIFICATION AND SAVINGS CLAUSE

City shall defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of City Manager's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by City for City Manager, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify City Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such City Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

SECTION 12: BONDING

City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance, and professional liability insurance.

SECTION 13: NOTIFICATIONS

City: City of Sallisaw, PO Box 525, Sallisaw, OK 74955

City Manager: Keith Skelton, 2809 Clydesdale Street, Sallisaw, OK 74955

IN WITNESS WHEREOF, the City of Sallisaw has appropriated funds to satisfy the terms and conditions of this Agreement, the City approves such agreement and authorizes the Mayor and respective Chairmen to execute said Agreement and attested to by the City Clerk and respective Secretaries, and the City Manager has signed and executed this Agreement, which becomes effective commencing on the 1st day of July, 2019.

CITY OF SALLISAW, OKLAHOMA:

CITY MANAGER

By: _____
Ernie Martens, Mayor

Herman Keith Skelton

ATTESTED

Dianna Davis, City Clerk

SALLISAW MUNICIPAL AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Dianna Davis, Secretary

SALLISAW ECONOMIC AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Dianna Davis, Secretary

SALLISAW INDUSTRIAL FINANCE AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Dianna Davis, Secretary

SALLISAW LIBRARY AUTHORITY

By: _____
Ernie Martens, Chairman

ATTESTED

Dianna Davis, Secretary

APPROVED AS TO FORM:

John Robert Montgomery, City Attorney