

**BOARD OF CITY COMMISSIONERS  
REGULAR MEETING**

**October 13, 2025**

**6:00 P.M.**

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

**A G E N D A**

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Consent agenda**
  - (a) Possible action on minutes of regular meeting of September 8, 2025
  - (b) Possible action on Invoice Paid Report for September 2025
  - (c) Acknowledge Mayor's Reappointment of Mr. Carrol Copeland to the Sallisaw Library Board for a Three-year Term, Expiring November 2028
- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Discussion and possible action on staff's request to declare certain vehicles, and equipment as surplus for the purposes of conducting an auction**

- 8. Discussion and possible action on Resolution 2025-13: *A Resolution to Notify the Secretary of the County Election Board of Sequoyah County, Oklahoma, to Conduct Election (Police Chief and Mayor)***
- 9. Consider and adopt a Resolution (2025-14) approving the incurring of indebtedness by The Sallisaw Municipal Authority for the purpose of providing funds for the planning and designing of wastewater treatment plant improvements for the sanitary sewer system of the City of Sallisaw, Oklahoma; and declaring an emergency**
- 10. Discussion and possible action on staff's request to invest the Sallisaw Reserve Certificate of Deposit with Local Bank for 182 Days at 4.27% Interest**
- 11. Discussion and possible action on Purchase Order No. 106834, issued to Piney Mountain Industrial of Waldron, Arkansas, in the amount of \$52,700.00 for the rehabilitation of Lift Station #1**
- 12. Discussion and possible action on Purchase Order No. 106835, issued to Axon Enterprises, Inc. of Scottsdale, Arizona, in the amount of \$31,500.00 for a Contract Agreement for the purchase of tasers for the Police Department**
- 13. Discussion and possible action on Purchase Order No. 106836, issued to Northwest Transformer of Oklahoma City, Oklahoma, *in an Amount Not to Exceed \$30,000.00* for Repairs and/or Replacement of Various Sized Transformers**
- 14. Discussion and possible action on Purchase Order No. 106846, issued to Municipal Emergency Services, in the amount of \$22,586.00 for Self Contained Breathing Apparatus (SCBA) systems and components for the Sallisaw Fire Department**
- 15. Discussion and possible action on Purchase Order No. 106847, issued to Rep Com International, LLC of Venice, Florida, in the amount of \$25,245.00 for the purchase of a sewer camera**
- 16. Discussion and possible action on Purchase Order No. 106876, issued to Hugg and Hall Equipment Co. of Muskogee, Oklahoma, in the amount of \$36,432.00 for the purchase of a Bobcat D20S-9 Forklift for the Water Treatment Plant**
- 17. Discussion and possible action on Purchase Order No. 106891, issued to**

**Ledworks, LLC -Twinkly Pro of Camp Hill, Pennsylvania, in the amount of \$23,353.21, for the purchase of a programmable Christmas tree**

- 18. Discussion and possible action on overage in the amount of \$2,091.17 for the Street Improvements-2025 Street and Overlay Project; McKenzie Asphalt**
- 19. Conduct public hearing regarding proposed Ordinance that will limit or restrict poultry-related commercial activities on Agricultural zoned land within the city limits of Sallisaw**
  - (a) Hear from Mr. Billy McHenry of McHenry Family Farms
  - (b) Hear from those citizens that signed up, prior to the beginning of the meeting
- 20. Discussion and possible action on the proposed Ordinance for poultry-related commercial activities on Agriculture zoned land:**
  1. Discussion and possible action on Ordinance No. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY (Would NOT allow any poultry related activities)
  2. Discussion and possible action on Ordinance NO. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY (Would allow small scale hatchery operations ONLY)
- 21. Presentation regarding Diamondnet migration away from traditional Cable**
- 22. Conduct public hearing to determine if the property located at 213 South Adams is a public nuisance; Case #10-25-2C Condemnation of Dilapidated Structure**
- 23. Conduct Public Hearing to determine if the property located at 620 South Mulberry is a public nuisance; Case #10-25-3C, Condemnation of Dilapidated Structure**
- 24. Discussion and possible action on Planning Commission Case No. PC2025-007; plat presentation of Spencer Addition by Colton and MacKenzie Spencer**

- 25. Discussion and possible action on Planning Commission Case No. PC2025-008; rezoning request from Agriculture (A-1) to One-Family Residence District (R-1) by Colton and MacKenzie Spencer and Ordinance No. 2025-19; An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency**
  
- 26. Discussion and possible action on Planning Commission Case No. PC2025-009; plat presentation of June Addition by Richard Looper Construction, LLC**
  
- 27. Discussion and possible action on Planning Commission Case No. PC2025-010; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Richard Looper Construction, LLC and Ordinance 2025-20; An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency**
  
- 28. Receive update on economic development and grant activities**
  
- 29. Receive update on current and future projects**
  
- 30. Receive update on the financial status of the city and activities of the finance department**
  
- 31. Administrative reports**
  
- 32. Adjourn**

**Posted: 10.09.2025**

**Time: 2:00 P.M.**

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**KIM JAMISON**

**MINUTES**  
**BOARD OF CITY COMMISSIONERS**  
**REGULAR MEETING**  
**SEPTEMBER 8, 2025**

The Board of City Commissioners met in a regular meeting on September 8, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on September 5, 2025, at 2:55 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

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

Members absent: None

Staff present: Brian Heverly, City Manager  
Jordan Pace, City Attorney  
Kim Jamison, City Clerk  
Robin Haggard, Director of Finance  
Keith Miller, Building Development Director  
Ben Spyres, Computer Technician  
Chris Carter, Senior Code Inspector  
Travis Buchanan, Code Enforcement Officer  
Gene Martin, Director - Equipment Maintenance  
Jamie Phillips, Director - Solid Waste

Others present: Lynn Adams; Jeannie Richardson; Tim A. Foote; Tyler Davis; Billy McHenry; Ty McHenry; J.W. Fleetwood; Vincent Pierce; Betty Pierce; Julie Becker; Michael M. Hogan; Others Unidentified.

**1. Meeting called to order**

Mayor Martens called the meeting to order. The meeting began at 6:00 p.m.

**2. Declaration of a quorum**

A quorum was declared present.

**3. Pledge of Allegiance**

The City Manager led the Pledge of Allegiance.

**4. Retiree watch presentation to Ted Capps**

Mr. Capps was not present. The City Manager noted his years of service and expressed our appreciation.

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

None.

**6. Consent agenda**

**a Possible action on minutes of regular meeting of August 11, 2025, and special meeting of August 18, 2025**

**b Possible action on Invoice Paid Report for August 2025**

**c Acknowledge Mayor's reappointment of Brady Bauer to the Sallisaw Planning Commission, for a three (3) year term expiring October 2028**

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

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

None.

**8. Discussion and possible action on Memorandum of Agreement between the City of Sallisaw and the Independent School District No. I-001 of Sequoyah County,**

**Oklahoma to establish terms and conditions for joint use of the concession stand and associated facilities**

Motion was made by Hamilton, seconded by Moody, for approval of the Memorandum of Agreement between the City of Sallisaw and the Independent School District. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**9. Discussion and possible action on grant applications and engineer items related to the JSV Runway Pavement Rehab Project; these are all pending receipt of the grant offer and/or acceptable Independent Fee Estimate (IFE) results**

**a Possible action on FAA Grant (Grant No. 3-40-0083-022-2025), Application for Federal Assistance**

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

**b Possible action on the Oklahoma Department of Aerospace and Aeronautics State Grant Application**

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

**c Possible action on Work Order No. 3 to the Master Agreement for Professional Services with Garver, LLC in the amount of \$158,600.00**

Motion was made by Hamilton, seconded by Moody, for approval of Work Order No. 3. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**d Possible action to authorize the City Manager to sign all necessary documents related to this project**

Motion was made by Moody, seconded by Hamilton, for approval for City Manager to sign the necessary documents. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

**a Possible action to accept bids received for the JSV Runway Pavement Rehab Project**

Motion was made by Hamilton, seconded by Moody, to accept bids received for the JSV Runway Pavement Rehab Project. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**b Possible action on Notice of Award and Contract to Emery Sapp & Sons, Inc. of Springdale, Arkansas in the amount of \$1,989,240.88 and Authorize Garver, LLC to execute any necessary documents upon receiving approval from City Attorney**

Motion was made Moody, seconded by Hamilton, for approval on Notice of Award and Contract to Emery Sapp & Sons in the amount of \$1,989,240.88. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**c Possible action to authorize the City Manger to sign any additional documents in the future if necessary**

Motion was made by Hamilton, seconded by Moody, to authorize City Manager to sign documents. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Ordinance 2025-15. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**12. Discussion and possible action on City of Sallisaw Administrative Policy 2.006.00, Revision 3, Utility Customers with Medical Concerns**

Motion was made by Moody, seconded by Hamilton, to accept the Administrative Policy 2.006.00, Revision 3. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Moody, to rescind a prior action that declared 805 S. Walnut Street a public nuisance and directed staff to abate. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Hamilton, to accept the easements and right-of-way. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Moody, for approval of Planning Commission Case No. PC 2025-005 and Ordinance 2025-16. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton nay; Martens aye. Motion carried 4-1. Motion was made by Mendiola, seconded by Moody, for approval of the emergency clause. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton nay; Martens aye. Motion carried 4-1.

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

Motion was made by Moody, seconded by Hamilton, for approval of Plat of Prairie Sky Phase II. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Hamilton, seconded by Moody, to table this issue until next month.  
Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Ordinance 2025-18.  
Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

**19. Receive update on current and future projects**

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

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

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

**21. Administrative reports**

The City Manager gave updates on: Upcoming events and meetings; Overlay Project - a couple of areas for overlay were added; Sod at baseball fields; Auction on October 18th; Chunk you Junk on October 25th followed by Fall Clean-up; AMI update; Chip and Seal on Lenington; Drake Sewer; Skate park; and Soccer fields.

**22. Adjourn**

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.  
The meeting ended at 6:53 p.m.

Approved this 13th day of October, 2025.

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**Ernie Martens, Mayor**

**ATTEST:**

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**Kim Jamison, City Clerk**

**(SEAL)**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Surplus Items

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**ITEM TITLE:** Discussion and possible action on staff's request to declare certain vehicles, and equipment as surplus for the purposes of conducting an auction

**INITIATOR:** Purchasing Agent

**STAFF INFORMATION SOURCE:** Purchasing Agent  
Directors

**BACKGROUND:** When preparing for the auction scheduled for October 18th, additional items were found. Those items need to be declared as surplus in order to be included in the auction.

**EXHIBITS:** 1. Agenda Item - Additional Auction Items

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Declare list of items as surplus for the purposes of conducting an auction.

**ADDITIONAL AUCTION ITEMS**

DEPARTMENT \_\_\_\_\_

**AUCTION TO BE HELD SATURDAY, OCT 18, 2025 AT 10:00 A.M.**

City ID #	Vehicle Description	Vin#	Year	Make	Model	DRUG FORFEITURE YES OR NO
1 703-288	2005 WORK TRUCK	1FDSF34515EC07811	F350	FORD		
2						
3						
4						
5						
6						
7						
8						
City ID #	Equipment Description	Serial #	Year	Make	Model	
1 703-33	1993 DITCH WITCH	2K0652	1993		DITCH WITCH	
2 704-03	1984 SEWER KING CLEANER	D-485172	1984		SEWER KING	
3 70408	1987 SLUDGE PUMP	P233	1987		WISC MTR	
4 704-10	1992 OBRIEN CABLE MACHINE	6206	1992		OBRIEN	
5						
6						

**MISC MATERIALS/ MISC ITEMS ( NOTE CITY ID #, SERIAL NUMBER, OR OTHER ID# IF AVAILABLE )**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_
- 9 \_\_\_\_\_
- 10 \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Election

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**ITEM TITLE:** Discussion and possible action on Resolution 2025-13: *A Resolution to Notify the Secretary of the County Election Board of Sequoyah County, Oklahoma, to Conduct Election (Police Chief and Mayor)*

**INITIATOR:** City Clerk

**STAFF INFORMATION SOURCE:** City Clerk  
City Attorney

**BACKGROUND:** Offices to be filled are Mayor and Chief of Police, each for three (3) year terms. Filing period begins at 8:00 a.m., Monday, December 1, 2025, and ends at 5:00 p.m., Wednesday, December 3, 2025. The date of the municipal election is the second Tuesday in February; February 10, 2026.

**EXHIBITS:** 1. City.Resolution 25. Election

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval of Resolution 2025-13.

**RESOLUTION 2025-13**

**A RESOLUTION TO NOTIFY THE SECRETARY  
OF THE COUNTY ELECTION BOARD OF SEQUOYAH COUNTY,  
OKLAHOMA, TO CONDUCT ELECTION**

**WHEREAS**, the Charter of the City of Sallisaw, Oklahoma, provides that the laws of the State of Oklahoma and the Constitution of the State of Oklahoma shall govern elections of the City of Sallisaw insofar as they are applicable and not superseded by the Charter, and

**WHEREAS**, City elections are to be conducted by the County Election Board in accordance with the Statutes of the State of Oklahoma, and

**WHEREAS**, the Statutes of the State of Oklahoma require that the City submit a resolution to the Secretary of the County Election Board containing facts of such.

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

1. The date of the municipal election for the year 2026 shall be on the second Tuesday in February, February 10, 2026.
2. The offices to be filled at such election shall be Mayor for a term of three (3) years and Chief of Police for a term of three (3) years, all as provided in the Charter of the City of Sallisaw.
3. No person shall be eligible to an elective office of the City of Sallisaw unless he or she is a registered voter of the City and has been a resident of the City for at least one (1) year immediately prior to his or her election, and those who are elected from wards must be an actual resident of such ward for at least one (1) year immediately prior to the time of filing for office from said ward and also the time of his or her election from said ward. Each such person so elected must and shall not be in litigation with the City when elected.
4. The offices of Mayor and Chief shall each be filled by voting by ward, in each and every ward.
5. The election shall be nonpartisan, and no party designation or emblem shall be placed on any ballot used in a City election.
6. Any qualified person may have his or her name placed on the ballot as a candidate for Commissioner or other elective office by filing with the Secretary of the Sequoyah County Election Board a sworn statement of his or her candidacy. The

filing period shall begin at 8:00 a.m. the first Monday in December, December 1, 2025, and shall end at 5:00 p.m. on the following Wednesday, December 3, 2025.

7. Absentee ballots shall be provided for all elections in accordance with applicable Statutes of the State of Oklahoma.
8. In the event that no candidate for office receives a majority of the votes cast, there shall be a runoff election for the two (2) candidates receiving the greatest number of votes for such office or offices to be held on the first Tuesday in April, April 7, 2026.
9. The Charter of the City of Sallisaw provides that provisions of the State Constitution and laws applicable to City elections shall govern such elections of this City insofar as they are applicable and not superseded by the Charter or by Ordinance. A copy of the Charter shall be furnished to the Secretary of the County Election Board.
10. The City of Sallisaw shall pay the expenses of said election, as provided by the Statutes of the State of Oklahoma.
11. At least four maps clearly defining municipal limits and ward boundaries shall be provided to the County Election Board.

**PASSED AND APPROVED THIS** 13th day of October, 2025.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_

**ERNIE MARTENS, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**

**[S E A L]**

**Approved to form and legality:**

\_\_\_\_\_  
**JORDAN PACE, City Attorney**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Resolution 2025-14

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**ITEM TITLE:** Consider and adopt a Resolution (2025-14) approving the incurring of indebtedness by The Sallisaw Municipal Authority for the purpose of providing funds for the planning and designing of wastewater treatment plant improvements for the sanitary sewer system of the City of Sallisaw, Oklahoma; and declaring an emergency

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** This Resolution approved the SMA incurring the "loan" in its capacity as the beneficiary of The SMA.

**EXHIBITS:** 1. RESINCUR\_2025-14

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** a. Approval of Resolution 2025-14.  
b. Approval of the Emergency Clause.

## RESOLUTION NO. 2025-14

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY TO BE ACCOMPLISHED BY THE ISSUANCE OF A PROMISSORY NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,457,142.85 TO PROVIDE FUNDS FOR THE PLANNING AND DESIGNING OF WASTEWATER TREATMENT PLANT IMPROVEMENTS FOR THE SANITARY SEWER SYSTEM OWNED BY THE CITY OF SALLISAW, OKLAHOMA AND LEASED TO THE AUTHORITY; AND DECLARING AN EMERGENCY

WHEREAS, The Sallisaw Municipal Authority, a public trust (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 of Sallisaw, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176-180.3, as amended and supplemented, the Oklahoma Trust Act and other applicable Statutes of the State of Oklahoma; and

WHEREAS, the Trustees of the Authority have determined upon a project to plan and design wastewater treatment plant improvements for the sanitary sewer system owned by the City and leased to the Authority; and

WHEREAS, in order to finance the said project, the Trustees of the Authority intend to incur indebtedness in the aggregate principal amount of \$1,457,142.85, said indebtedness to be evidenced by the issuance of a Promissory Note (the ANote@) of the Authority payable to the Oklahoma Water Resources Board (the AOWRB@);

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

SECTION 1. The aforesaid project and the financing thereof, as submitted, will provide funds for the planning and designing of wastewater treatment plant improvements for the sanitary sewer system leased to the Authority, the beneficiary of which is the City of Sallisaw, Oklahoma, and the said project is hereby expressly determined to be in furtherance of the public purposes for which the Authority was created.

SECTION 2. The incurring of indebtedness by the Trustees of The Sallisaw Municipal Authority in the aggregate principal amount of \$1,457,142.85, in order to finance the aforesaid project, is hereby consented to and approved by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City. PROVIDED, upon meeting all Clean Water State Revolving Fund loan provisions to the satisfaction of the Board, the loan shall be forgiven in total without fees for administration or interest.

SECTION 3. By reason of the need for providing planning and designing of wastewater treatment plant improvements for the sanitary sewer system to be accomplished by the Authority and for the immediate preservation of the public peace, health and safety, an emergency hereby is declared to exist, and this Resolution shall be effective immediately upon its adoption.

ADOPTED this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
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.

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City Clerk, City of Sallisaw, Oklahoma

(Seal)

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Investments

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**ITEM TITLE:** Discussion and possible action on staff's request to invest the Sallisaw Reserve Certificate of Deposit with Local Bank for 182 Days at 4.27% Interest

**INITIATOR:** City Clerk

**STAFF INFORMATION SOURCE:** City Clerk

**BACKGROUND:** Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Sallisaw Reserve Certificate of Deposit with Local Bank, the high bidder, for 182 days at 4.27% interest.

**EXHIBITS:** 1. Reserve CD

**KEY ISSUES:** None.

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval to invest the Sallisaw Reserve CD with Local Bank for 182 days at 4.27% interest.

**BOARD OF CITY COMMISSIONERS**

**REDEPOSIT  
OF  
TEMPORARILY IDLE FUNDS**

**OCTOBER 13, 2025**

	<u>Fund</u>	<u>Amount</u>		
	Sallisaw Reserve	\$ 1,236,903.22		
<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
182	<u>2.85%</u>	<u>3.70%</u>	<u>4.08%</u>	<u>4.27%</u>
273	<u>3.65%</u>	<u>3.60%</u>	<u>3.85%</u>	<u>4.21%</u>
336	<u>3.65%</u>	<u>3.50%</u>	<u>3.84%</u>	<u>4.17%</u>



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on October 15, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Reserve Fund	\$ 1,236,903.22*	182	April 15, 2026	<u>4.27</u>
		273	July 15, 2026	<u>4.21</u>
		336	Sept 16, 2026	<u>4.17</u>

Quotes will be received by the City Clerk via e-mail; [kjamison@sallisawok.org](mailto:kjamison@sallisawok.org) and must be received by **10:00 a.m., October 7, 2025**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., October 13, 2025.

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

Kim Jamison, City Clerk

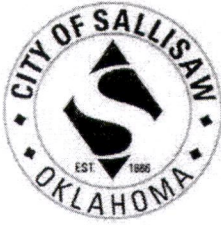
Submitted by:

LOCAL BANK  
(Print Bank Name)

Date: 10-07-25

By:

\*Estimated



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

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The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on October 15, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Reserve Fund	\$ 1,236,903.22*	182	April 15, 2026	<u>2.85%</u>
		273	July 15, 2026	<u>3.65%</u>
		336	Sept 16, 2026	<u>3.65%</u>

Quotes will be received by the City Clerk via e-mail; [kjamison@sallisawok.org](mailto:kjamison@sallisawok.org) and must be received by **10:00 a.m., October 7, 2025**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., October 13, 2025.

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

Kim Jamison, City Clerk

Submitted by:

Eric Karr, SUP Firman  
(Print Bank Name)

Date: 10-1-2025

By: Eric Karr

\*Estimated



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on October 15, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Reserve Fund	\$ 1,236,903.22*	182	April 15, 2026	<u>4.08</u>
		273	July 15, 2026	<u>3.85</u>
		336	Sept 16, 2026	<u>3.84</u>

Quotes will be received by the City Clerk via e-mail; [kjamison@sallisawok.org](mailto:kjamison@sallisawok.org) and must be received by **10:00 a.m., October 7, 2025**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., October 13, 2025.

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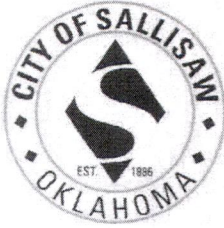
Kim Jamison, City Clerk

Submitted by:

Armstrong Bank  
(Print Bank Name)

Date: 10-7-25  
By: Kandace Vanmeter

\*Estimated



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

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The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on October 15, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Reserve Fund	\$ 1,236,903.22*	182	April 15, 2026	<u>3.70%</u>
		273	July 15, 2026	<u>3.60%</u>
		336	Sept 16, 2026	<u>3.50%</u>

Quotes will be received by the City Clerk via e-mail; [kjamison@sallisawok.org](mailto:kjamison@sallisawok.org) and must be received by 10:00 a.m., October 7, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., October 13, 2025.

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

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw  
(Print Bank Name)

Date:

10/7/25

By:

\*Estimated

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Lift Station #1 Rehab

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**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106834, issued to Piney Mountain Industrial of Waldron, Arkansas, in the amount of \$52,700.00 for the rehabilitation of Lift Station #1

**INITIATOR:** Director - Water/Sewer

**STAFF INFORMATION SOURCE:** Director - Water/Sewer  
Purchasing Agent

**BACKGROUND:** Lift Station #1 was constructed back in the early 1980s. The discharge side of the station is old and obsolete. For the past two years, the lift station tech has told us that he can no longer get parts. Parts had to be fabricated so the pump would seat down in it, seal and pump. We need to replace one pump, bring the discharge side up to date, and replace several electrical components, including the control panel.

**EXHIBITS:** 1. Agenda Item - Piney Mtn Industrial - PO # 106834

**KEY ISSUES:**

- Lift Stations is old and obsolete.
- Not able to obtain parts for repairs.

**FUNDING SOURCE:** 092-704-57710 - Lift Station Improvements

**RECOMMENDATION:** Approval of Purchase Order No. 106834 in the amount of \$52,700.00.



# PINEY MOUNTAIN INDUSTRIAL

## QUOTE #4369

Attention: Matt Morris

Company Name: City of Sallisaw

Date: 9-13-2025

Project: Sell and install of pump, pump fittings, guide rails, and Other parts needed for the rehab of #1 lift station. Provide qualified service technicians to install and retrofit new pump, pump discharge elbows, and guide rails in #1 lift station. Also provide qualified service technicians to evaluate and update pump controls for #1 lift station.

Quote Number: 4369

Description	Quantity	Unit Price	Cost
#1 Lift Station Rehab		\$0.00	\$52,700.00
			\$0.00
		Subtotal	\$52,700.00
		Tax	\$0.00
		Total	\$52,700.00

Quote valid for 15 calendar days from the above date. Total does not include sales tax and will be applied on the final invoice if applicable.

Payment terms: Upon acceptance of quote Piney Mountain Industrial will require down payment (\$17,600.00) for mobilization of project. Remainder (\$35,100.00) due upon project completion.

If additional work, parts, services or materials are required that are not specifically included in the above work scope an "Extra Work Authorization" will be required. Thank you for your for the opportunity. It's a pleasure to work with you on your project.

Sincerely yours,

Josh Sims.

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Taser Purchase

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**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106835, issued to Axon Enterprises, Inc. of Scottsdale, Arizona, in the amount of \$31,500.00 for a Contract Agreement for the purchase of tasers for the Police Department

**INITIATOR:** Captain

**STAFF INFORMATION SOURCE:** Capatins

**BACKGROUND:** This is for the purchase of 26 tasers. The current model is obsolete and the company no longer supports it with improvements or "legal support" in court cases over its use. This will provide each officer with a taser with several additional to be used as trainers or "floats" in the case of required maintenance or replacement. The contract is structured as a five-year agreement in the total amount of \$156,800.00 (Payments 2–5 will have to be approved each year).

**EXHIBITS:** 1. Agenda Item - Axon Enterprises, Inc. - PO # 106835

**KEY ISSUES:** Current Tasers are obsolete.

**FUNDING SOURCE:** 010-202-55523 - Police Sytems Services

**RECOMMENDATION:** Approval of Purchase Order No. 106835 in the amount of \$31,500.00.

**CITY OF SALLISAW QUOTATION SHEET**

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 9/16/2025	Date of Quotation N/A	Date of Quotation N/A
Department Number: 201	Department Number:	Department Number:
Vendor Name / Number Axon	Vendor Name / Number	Vendor Name / Number
Address 17800 W 85 <sup>n</sup>	Address	Address
City Scottsdale	City	City
State Arizona	State	State
Zip 85255	Zip	Zip
Phone 800-978-2737	Phone	Phone
Item (s) Lasers / VR System Training suites	Item (s)	Item (s)
Quantity 26	Quantity	Quantity
Price each	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 156,800 <sup>50</sup>	Total Cost \$	Total Cost \$
Quote Expiration Date 9/30/2026	Quote Expiration Date	Quote Expiration Date
Quotes Obtained By: Tucker Martens	Quotes Obtained By:	Quotes Obtained By:
GL Budget Line 32,000. Budget 010-202-55523	GL Budget Line	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date: 106935 , 10/1/25	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

Attachment C: Requisition Document / Purchase Order



Herbert  
Hutchinson  
Captain

**Terry Franklin**  
Chief of Police

John Weber  
Captain

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This letter is to confirm that the City of Sallisaw has approved the purchase agreement with Axon Enterprise, Inc. for the TASER 10 Certification Pro program. The contract is structured as a **five-year (60-month) agreement** with annual installment payments beginning in November 2025 and concluding in October 2029.

The total contract value is **\$156,800.50**, with payments distributed evenly over the term as outlined in the Axon quote (Q-741260-45916TC)

No additional amounts are due beyond the scheduled payments.





Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-741260-45916TC

Issued: 09/16/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 110037

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Sallisaw Police Dept - OK 101 W Chickasaw Ave Sallisaw, OK 74955-4403 USA	Sallisaw Police Dept - OK 101 W Chickasaw Ave Sallisaw OK 74955-4403 USA Email:	Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Tucker Martens Phone: (918) 315-8356 Email: tmartenspd@sallisawok.org Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	\$156,800.50
<b>ESTIMATED TOTAL W/ TAX</b>	\$156,800.50

**Discount Summary**

Average Savings Per Year	\$16,935.95
<b>TOTAL SAVINGS</b>	\$84,679.73

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2025	\$31,500.00	\$0.00	\$31,500.00
Oct 2026	\$31,325.13	\$0.00	\$31,325.13
Oct 2027	\$31,325.13	\$0.00	\$31,325.13
Oct 2028	\$31,325.12	\$0.00	\$31,325.12
Oct 2029	\$31,325.12	\$0.00	\$31,325.12
<b>Total</b>	<b>\$156,800.50</b>	<b>\$0.00</b>	<b>\$156,800.50</b>

Quote Unbundled Price: \$241,480.10  
 Quote List Price: \$178,175.30  
 Quote Subtotal: \$156,800.50

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	60	\$148.91	\$108.33	\$97.00	\$151,320.00	\$0.00	\$151,320.00
<b>A la Carte Hardware</b>									
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2			\$240.25	\$240.25	\$480.50	\$0.00	\$480.50
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
<b>Total</b>							<b>\$156,800.50</b>	<b>\$0.00</b>	<b>\$156,800.50</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	26	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	520	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/01/2025

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	10/01/2025
A la Carte	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2029

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	26	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	26	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	26	11/01/2025	10/31/2030

**Services**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE			
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION			
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1		
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1		

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	26	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030

### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	101 W Chickasaw Ave	Sallisaw	OK	74955-4403	USA
2	101 W Chickasaw Ave	Sallisaw	OK	74955-4403	USA

### Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$200.89	\$0.00	\$200.89
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$803.57	\$0.00	\$803.57
Year 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$96.53	\$0.00	\$96.53
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,399.01	\$0.00	\$30,399.01
<b>Total</b>				<b>\$31,500.00</b>	<b>\$0.00</b>	<b>\$31,500.00</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 2	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.25	\$0.00	\$30,230.25
<b>Total</b>				<b>\$31,325.13</b>	<b>\$0.00</b>	<b>\$31,325.13</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 3	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.25	\$0.00	\$30,230.25
<b>Total</b>				<b>\$31,325.13</b>	<b>\$0.00</b>	<b>\$31,325.13</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 4	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.24	\$0.00	\$30,230.24
<b>Total</b>				<b>\$31,325.12</b>	<b>\$0.00</b>	<b>\$31,325.12</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 5	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.24	\$0.00	\$30,230.24

Oct 2029

Invoice Plan

Total

Item

Description

Qty

Subtotal

Tax

Total

\$31,325.12

\$0.00

\$31,325.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

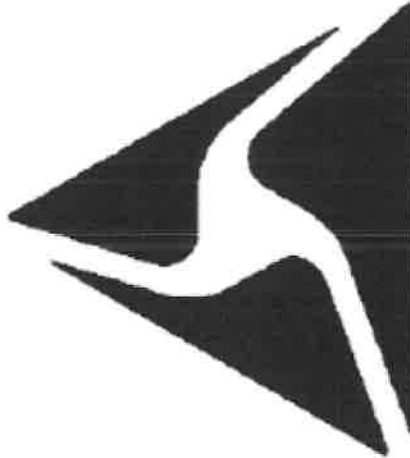
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/16/2025



**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Repair/Replacement of Transformers

---

**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106836, issued to Northwest Transformer of Oklahoma City, Oklahoma, *in an Amount Not to Exceed \$30,000.00* for Repairs and/or Replacement of Various Sized Transformers

**INITIATOR:** Electric Superintendent

**STAFF INFORMATION SOURCE:** Electric Superintendent

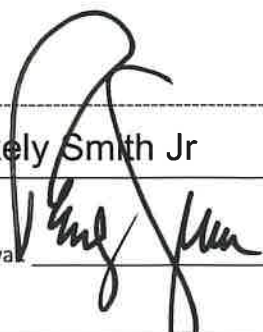
**BACKGROUND:** Approval of the purchase order will allow us to repair/replace several electrical transformers that are damaged. The *amount not to exceed* is for any unforeseen costs that may occur.

**EXHIBITS:** 1. Agenda Item - NW Transformer - PO # 106836

**KEY ISSUES:** Given the limited availability of transformers, repair of transformers that are repairable is a must.

**FUNDING SOURCE:** GL # 010-601-53316 Electric Transformer Repairs

**RECOMMENDATION:** Approval of Purchase Order No. 106836, issued to Northwest Transformers, *in an amount not to exceed \$30,000.00*.

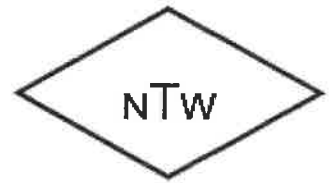
<b>CITY OF SALLISAW</b> <b>PURCHASE REQUISITION / PURCHASE ORDER</b> NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED				<b>PO Number</b> <u>106836 10/1</u>	
Vendor # _____ Department: <u>Electric</u> Vendor Name: <u>Northwest Transformer</u> Address: <u>Po Box 94815</u> City: <u>Oklahoma City</u> State: <u>Ok</u> Zip: <u>73143</u>				<b>PO Date</b> Merchant, Mail Invoices to: City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing <b>NOTE PO NUMBER ON INVOICE</b> ----- Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
Contact:				Phone/Cell /	
Email				Fax	
				Grant Funds Y N	
Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
7	Pen 5 Kva pole 120/240	090-601-316	1	1488.00	\$ 1,488.00
---	ser22870-24 (RW)	----	---	----	
8	Rte 25 Kva pole	090-601-316	1	1931.00	\$ 1,931.00
---	ser 851029845 (RW)	----	---	--	
9	PP 25 kva 120/240	090-601-316	1	1931.00	\$ 1,931.00
--	ser 21A121919 (rw)	---	---	----	
10	ermco 15 Kva 120/240	090-601-316	1	1780.00	\$ 1,780.00
---	ser 10007130931 (rw)	----	---	---	
11	NW 50 kva 120/240 PDD	090-601-316	1	2,874.00	2,874.00
	SER. 2158808 (RW)				
12	NW 100 kva PDD 120/240	090-601-316			
	SER 215881 (RW)			4,827.00	4,827.00
Comments, Note grant information if applicable:  repair Requestor: <u>Blakely Smith Jr</u> Date: <u>9-17-25</u> Purchasing Approval:  Date: <u>9/17/25</u>				<b>Freight/Other</b>	
				<b>Total Cost</b> <u>14,831.00</u>	
				PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u> Dept Need Date: _____ Order Date/By: _____ Est. Delivery: _____	

<b>CITY OF SALLISAW</b> <b>PURCHASE REQUISITION / PURCHASE ORDER</b> <small>NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED</small>				<b>PO Number</b> <span style="font-size: 1.5em; font-family: cursive;">106836 19/1</span>	
Vendor # _____ Department: <u>Electric</u> Vendor Name: <u>Northwest Transformer</u> Address: <u>Po Box 94815</u>  City: <u>Oklahoma City</u> State: <u>Ok</u> Zip: <u>73143</u>				<b>PO Date</b> <b>Merchant, Mail Invoices to:</b> City of Sallisaw PO Box 525 Sallisaw, OK 74955 Attn: Purchasing <b>NOTE PO NUMBER ON INVOICE</b> <hr/> Ph: (918) 775-6241 x 305 Fax: (918) 775-4194 Email: purchasing@sallisawok.org www.sallisawok.org	
Contact: _____		Phone/Cell _____ / _____			
Email _____		Fax _____		Grant Funds Y N	
Item Details					
Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
1	Nw 5 kva pole 120/240	090-601-316	1	1488.00	\$ 1,488.00
--	Ser Nw28555 (rw)	--	---	---	
2	Ge15 kva pole 120/240	090-601-316	1	1780.00	\$ 1,780.00
--	ser H214486-68P(rw)	-----	---	-----	
3	RTE 10 kva pole 120/240	090-601-316	1	1620.00	\$ 1,620.00
--	ser 2111343 (rw)	---	---		
4	wag 15 kva pole 120/240	090-601-316	1	<del>1780.00</del>	1780.00
---	ser 70502853 (rw)	-----	--		
5	Rte 50 kva pole 120/240	090-601-316	1	2,685.00	2,685.00
-	ser 851029829 (rw)	-----	---	-----	
6	Rte 10 kva 120/240	090-601-316	1	1620.00	1620.00
--	ser 851028537 (rw)	-----	---	---	
Comments, Note grant information if applicable:  <b>Transformer Repair</b>				<b>Freight/Other</b> <b>Total Cost</b> <span style="font-size: 1.2em;">10,973.00</span>	
Requestor: <u>Blakely Smith Jr</u> Date: <u>9-17-25</u>				PRIORITY: <u>HIGH</u> <u>MED</u> <u>LOW</u> Dept Need Date: _____ Order Date/By: _____ / _____ Est. Delivery: _____	
Purchasing Approval:  Date: _____					

# ESTIMATE

Northwest Transformer Co., INC  
PO Box 94815  
Oklahoma City, OK 73143

AR@nwtok.com  
+1 (405) 636-1454



## Bill to

Blakely Smith JR  
City of Sallisaw  
115 E Choctaw  
Sallisaw, OK 74955 Sequoyah

## Ship to

Blakely Smith JR  
City of Sallisaw  
115 E Choctaw  
Sallisaw, OK 74955 Sequoyah

## Estimate details

Estimate no.: 43361  
Estimate date: 09/04/2025  
Expiration date: 10/15/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Polemount Rewind</b>	NW 5 KVA 7200-120/240 SERIAL# NW28555-B/TAP	1	\$1,488.00	\$1,488.00
2.		<b>Polemount Rewind</b>	GE 15 KVA 7200-120/240 SERIAL# H214486-68P-B/TAP	1	\$1,780.00	\$1,780.00
3.		<b>Polemount Rewind</b>	RTE 10 KVA 7200-120/240 SERIAL# 2111343-B/TAP	1	\$1,620.00	\$1,620.00
4.		<b>Polemount Rewind</b>	WAG 15 KVA 7200-120/240 SERIAL# 70502853-B/TAP	1	\$1,780.00	\$1,780.00
5.		<b>Polemount Rewind</b>	RTE 50 KVA 7200-120/240 SERIAL# 851029829-B/TAP	1	\$2,685.00	\$2,685.00
6.		<b>Polemount Rewind</b>	RTE 10 KVA 7200-120/240 SERIAL# 851028537-B/TAP	1	\$1,620.00	\$1,620.00
7.		<b>Polemount Rewind</b>	PEN 5 KVA 7200-120/240 SERIAL# 22870-24-B/TAP	1	\$1,488.00	\$1,488.00
8.		<b>Polemount Rewind</b>	RTE 25 KVA 7200-120/240 SERIAL# 851029845-B/TAP	1	\$1,931.00	\$1,931.00
9.		<b>Polemount Rewind</b>	PP 25 KVA 7200-120/240 SERIAL# 21A121919-B/TAP	1	\$1,931.00	\$1,931.00
10.		<b>Polemount Rewind</b>	ERMCO 15 KVA 7200-120/240 SERIAL# 10007130931-B/TAP	1	\$1,780.00	\$1,780.00

11.	<b>Padmount Rewind</b>	215880 NW 50 KVA 7200-240/120 SERIAL# NW124571-A/TAP	1	\$2,874.00	\$2,874.00
12.	<b>Padmount Rewind</b>	215881 WH 100 KVA 7200-240/120 SERIAL# 85JD417216-A/TAP	1	\$4,827.00	\$4,827.00

**Total** **\$25,804.00**

Note to customer  
PICK UP TICKET# 63264

Expiry  
date 10/15/2025

**Accepted date**

**Accepted by**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** SCBA Units

---

**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106846, issued to Municipal Emergency Services, in the amount of \$22,586.00 for Self Contained Breathing Apparatus (SCBA) systems and components for the Sallisaw Fire Department

**INITIATOR:** Fire Chief

**STAFF INFORMATION SOURCE:** Fire Chief

**BACKGROUND:** Approval will allow the Fire Department to purchase 2 Self-Contained Breathing Apparatus (SCBA) systems. This would allow the FD to cycle out older units that can be utilized by other departments within the City. Originally approved as part of the annual budget.

**EXHIBITS:** 1. Air Paks

**KEY ISSUES:**

**FUNDING SOURCE:** 010-902-57952 (Supplies) - FY 26 Budget in the amount of \$20,000.00

**RECOMMENDATION:** Approval of Purchase Order No. 106846 issued to Municipal Emergency Services in the amount of \$22,586.00 for SCBA.



(877) 637-3473

# Quote

**Quote #** QT1979491  
**Date** 09/03/2025  
**Expires** 10/31/2025  
**Sales Rep** Collins, Lee  
**PO #** Airpaks  
**Shipping Method** FedEx Ground  
**Customer** Sallisaw City Fire Dept (OK)  
**Customer #** C65747

**Bill To**

Sallisaw City Fire Dept. - OK  
 PO Box 525  
 Sallisaw OK 74955  
 United States

**Ship To**

Anthony Armstrong  
 Sallisaw City Fire Dept. - OK  
 115 East Choctaw  
 PO BOX 525  
 Sallisaw OK 74955  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914021005303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, None, None, No, Pak-Tracker, No Case, 1 SCBA Per Box	2	\$7,292.00	\$14,584.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	4	\$1,463.00	\$5,852.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	2	\$361.00	\$722.00
SCBA Flow Test			SCBA Flow Test	2	\$0.00	\$0.00
201210-01			ASSY,COM BRKT,AV3 HT,SER KIT,R RT. Comm Bracket for Voice Amp	2	\$36.00	\$72.00
201275-01			EPIC 3 Voice Amplifier (Individually Packaged)	2	\$678.00	\$1,356.00

**Subtotal** \$22,586.00

**Shipping Cost** \$0.00

**Tax Total** \$0.00

**Total** \$22,586.00

Chief Armstrong  
 918-775-4115

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1979491

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Sewer Camera

---

**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106847, issued to Rep Com International, LLC of Venice, Florida, in the amount of \$25,245.00 for the purchase of a sewer camera

**INITIATOR:** Economic Development Director

**STAFF INFORMATION SOURCE:** Economic Development Director

**BACKGROUND:** This will upgrade our old sewer camera with locate capabilities as well as GUI upgrades and improved visibility. The actual cost to the city will be \$15,245.00 with the other \$10,000.00 being a grant from OMAG. The camera will be used to assist in utility restoration as well as leak/ breakage detection.

**EXHIBITS:** 1. cid3EE497B4-3EF6-4720-B380-B213AF21E8A1

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 010-704-52205 Minor Tools

**RECOMMENDATION:** Approval of Purchase Order No. 106847 in the amount of \$25,245.00 for the purchase of a sewer camera.



**Rep Com International, LLC**

2389 E. Venice Ave #208  
Venice FL 34292

**Quote**

Date	Quote #
8/7/2025	4315

Company Address
City of Sallisaw OK

Ship To
City of Sallisaw OK George Bormann

Terms	Quote Expires	Rep
TBD	9/7/2025	BM

Lin...	Item	Description	Qty	Unit Price	Total
1	RCI VC6-C300A-D46HDN-US	RCI Demo Control Module,300' 12mm pushrod D46-HD 1.8" Diameter Camera Asset 1231-1232-1233	1	10,350.00	10,350.00
2	Vivax Ext Warranty	1 year Extended Warranty on Demo unit above	1	1,150.00	1,150.00
3	2.109.10.00006	D46-CP Guide skid, 3"/76mm, 4" to 6" Range	1	75.00	75.00
4	2.109.10.00003	D46-C skid, 4"/101mm, 5" to 6" Range	1	85.00	85.00
5	2.109.10.00004	D46 Guide skid, 5"/127mm, 6" Range	1	135.00	135.00
6	1.104.20.00001	Type B Adjustable skid with light kit, 8" to 12" Range	1	765.00	765.00
7	1.225.01.00001	vLoc3-Cam Sonde Locator	1	2,165.00	2,165.00
8	1.226.01.00029	Receiver, vLoc3 RTK-Pro with SD, BT, WIFI US	1	9,005.00	9,005.00
9	1.219.05.00025	5 Watt Transmitter, vLoc3 series	1	1,515.00	1,515.00
		**All demo sales are first come first serve and no guarantee is made that unit(s) will be in stock until official order is placed ** Demo Units come with time remaining on original factory warranty if any, dependent on age of unit **All Demo sales are final - no returns			

**Prices quoted DO NOT reflect freight or sales tax unless shown on this quote**

**\*\*\*If making payment by credit card a 2.9% surcharge will be added to final invoice.**

<b>Subtotal</b>	\$25,245.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$25,245.00

Phone #
817-649-7460

Fax #
817-633-5144

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Forklift Purchase

---

**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106876, issued to Hugg and Hall Equipment Co. of Muskogee, Oklahoma, in the amount of \$36,432.00 for the purchase of a Bobcat D20S-9 Forklift for the Water Treatment Plant

**INITIATOR:** Director - WTP  
Director - Equipment Services  
Purchasing Agent

**STAFF INFORMATION SOURCE:** Director - Equipment Services

**BACKGROUND:** This a new forklift purchase as briefed during the Budget discussions. The current forklift will be transferred to the garage for their use.

**EXHIBITS:** 1. Agenda Item -Hugg & Hall Equipment - PO # 106876

**KEY ISSUES:**

**FUNDING SOURCE:** 030-701-57726 - Fork Lift - \$36,000 budgeted.

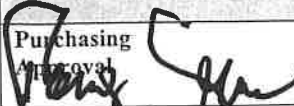
**RECOMMENDATION:** Approval of Purchase Order No. 106876 in the amount of \$36,432.00

**CITY OF SALLISAW QUOTATION SHEET**

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation <b>10/6/2025</b>	Date of Quotation <b>7/30/2025</b>	Date of Quotation <b>10/3/2025</b>
Department Number <b>701-WTP</b>	Department Number <b>701-WTP</b>	Department Number <b>701-WTP</b>
Vendor Name / Number <b>Huggins Hall Equip. Co. #6495</b>	Vendor Name / Number <b>Huggins Hall Equip. Co. #6495</b>	Vendor Name / Number <b>DARR Equip Co. NEW</b>
Address <b>601 N. 41st St. East City Muskogee State OK Zip 74955</b>	Address <b>601 N. 4th St. East City Muskogee State OK Zip 74955</b>	Address <b>4885 S. Frontage Rd. City Tulsa State OK Zip 74107</b>
Phone <b>918-683-0154</b>	Phone <b>918-683-0154</b>	Phone <b>918-660-5400</b>
Item (s) <b>Bobcat D205-9 Forklift</b>	Item (s) <b>Toyota 40-8FGA15 Forklift</b>	Item (s) <b>Mitsubishi FG30N7 Forklift</b>
Quantity <b>(1) ONE</b>	Quantity <b>(1) ONE</b>	Quantity <b>(1) ONE</b>
Price each <b>\$36,432.00</b>	Price each <b>\$37,972.02</b>	Price each <b>\$46,985.00</b>
Est. Freight <b>0</b>	Est. Freight <b>0</b>	Est. Freight <b>0</b>
Total Cost \$ <b>\$36,432.00</b>	Total Cost \$ <b>\$37,972.02</b>	Total Cost \$ <b>\$46,985.00</b>
Quote Expiration Date <b>10 days</b>	Quote Expiration Date <b>N/A</b>	Quote Expiration Date <b>N/A</b>
Quotes Obtained By: <b>Gene Martin</b>	Quotes Obtained By: <b>Gene Martin</b>	Quotes Obtained By: <b>Gene Martin</b>
GL Budget Line <b>030-701-57726 \$36,000. Budgeted</b>	GL Budget Line <b>030-701-57726 \$36,000. Budgeted</b>	GL Budget Line <b>030-701-57726 \$36,000. Budgeted</b>
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: <b>106876 / 10/6/25</b>	PO Number / Date: <b>/</b>	PO Number / Date: <b>/</b>

Explain if only one quotation supplied:

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



Hugg and Hall Equipment Co.  
601 North 41st St. East  
Muskogee, OK 74403

**Ship To:** City of Sallisaw  
P.O. Box 525  
Sallisaw, OK 74955

**Telephone:** 918-775-6241  
**Attention:** Mr. Jared Vincent, Mr. Todd Brewer

**Date:** 10/6/2025  
**Quotation:** SS 00078  
**Prepared By:** Shawn Sweeden



*We are pleased to submit the following quotation for your consideration.*

**(1) Bobcat Forklifts D20S-9 Doosan Diesel 4,000 lb. Base Capacity**

**Features specific to your configuration**

<b>UL Rating</b>	UL Rated Type D
<b>Brakes</b>	Oil-Cooled Disc Brakes
<b>Drive Tires</b>	Single Drive Soft Solid 7.00-15
<b>Steer Tires</b>	Soft Solid 6.50-10
<b>Mast</b>	3-Stage-Full Free Triple High Visibility MFH 189" OAL 86" FFH 60"
<b>Tilt Cylinders</b>	6° Forward / 5° Back
<b>Sideshifter</b>	Hang-On 43" Wide - Class II
<b>Carriage</b>	Hook Type 43" Wide - Class II
<b>Forks</b>	Hook Type - Pallet - 1.8" x 4" x 47"
<b>Load Backrest</b>	44" Wide; 47" High
<b>Overhead Guard</b>	Standard Height - 86"
<b>Display</b>	5" Display
<b>Hydraulic Lines</b>	3-Way For Sideshifter
<b>Hydraulic Control Valve</b>	3 Section with 3 Levers
<b>Seat</b>	Vinyl Suspension Seat with Hip Restraint
<b>Grab Bar</b>	Rear Grab Bar with Horn Button
<b>Warning Lights</b>	Amber Strobe - Mounted Below OHG
<b>Warning Device</b>	Back-Up Alarm (Outside Mount)
<b>Front Work Lights</b>	Front Flood Lights - LED
<b>Rear Work Lights</b>	(1) Rear Flood Light - LED
<b>Exhaust System</b>	Standard Vertical Muffler
<b>Side Panels</b>	Standard Side Panels
<b>Access Control</b>	Key Switch
<b>Fuel Cap</b>	Fuel Cap without Key
<b>Warranty</b>	Bobcat Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

Cup Holder  
Guardian Stability System  
Heated Secondary Fuel Filter  
Rear View Mirrors - Large

**One Tough Animal**

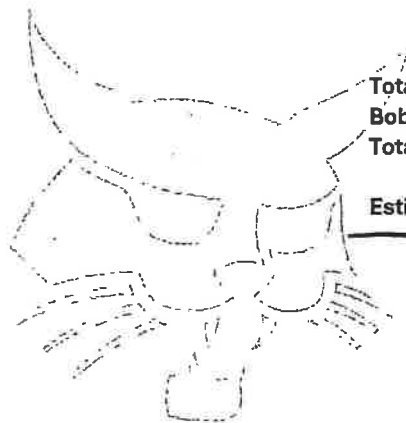
SS 00078  
Shawn Sweeden 918.683-0154

**Standard Equipment**

- Doosan 2.4L DM02P Tier 4 Diesel Engine
- Power Shift Transmission
- Power Steering
- Park Brake
- Maintenance Free Battery
- Tilt Steering Wheel
- Dual Element Air Cleaner
- Vertical Exhaust Muffler
- Low Fuel Indicator
- Ground Speed Control
- Interior Tilt Cylinder Covers
- Auto Shift Control
- 12v Aux Power and USB Port

**Total Equipment And Accessories**

\$ 40,432



<b>Total Price :</b>	<b>\$ 40,432</b>
<b>Bobcat Rebate:</b>	<b>\$ 4,000</b>
<b>Total After Rebate</b>	<b>\$ 36,432</b>

**Estimated DOD : 16 to 18 Weeks**

**Terms and Conditions**

F.O.B: Delivered

Prices are inclusive of any sales or use taxes currently in force. Actual sales taxes may vary depending on future changes by any federal, state, or local governments. Lease offerings are subject to credit approval.

Some operations and configurations may Void UL.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal institutes a firm order.

This proposal is valid for 90 days from date of proposal unless otherwise stated.

**Proposal Authorization:**

Signed and accepted on behalf of:  
City of Sallisaw

Signed and accepted on behalf of:  
Hugg and Hall Equipment Co.

***One Tough Animal***

SS 00078  
Shawn Sweeden 918.683-0154

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date





Hugg & Hall Equipment Co.  
601 N 41st St E  
Muskogee, OK 74403-3944  
Phone: 918-683-0154  
https://www.hughhall.com/

To: City Of Sallisaw  
PO Box 525  
Sallisaw, OK 74955-0525

Date: June 30, 2025  
Quote No: 013071363

Attn: Mr. Jared Vincent and Todd Brewer

Phone: 918-775-4133

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

**Toyota...Proud to be the world's #1 forklift manufacturer!**

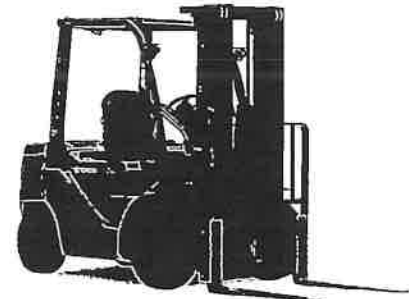
**TOYOTA MODEL 40-8FGU15**, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Pneumatic Tires
- Gasoline/LP Gas Powered - UL Type "G/LP" Rating

**SYSTEM OF ACTIVE STABILITY™ (SAS)**

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**  
Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):**  
Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



*Photo may portray optional equipment not included in your quotation.*

**AUTOMATIC FORK LEVELING**

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

**PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT**

Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be

comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

**LCD MULTI-FUNCTION DISPLAY II**

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

**Mast** 3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.  
 Mast Specifications:

- Maximum Fork Height - 189.0"
- Overall Lowered Height - 84.4"
- Over Head Guard Height - 81.90"
- Free Lift - 34.8" with standard Load Backrest

**Lifting Capacity** **Base Model Capacity – 3,000 lbs @24" load center**  
**Actual Capacity, based on quoted specifications - 2,500 lbs @24" load center to 189.0" MFH**  
*Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.*

**Tilt** 6 degrees forward and 6 degrees backwards

**Carriage** ITA Hook Type 36" Carriage

**Forks** Forks 48" x 4" x 1.4" - Class II

**Load Backrest** 48" High Load Backrest

**Attachments** Cascade 36" Hang-on Sideshifter (Includes 3rd Function Internal Hosing)

**Speeds** Travel Speed: 11.80 mph Lift Speed: 125 fpm

**Engine** Kubota WG2503 Industrial G/LP Engine  
 151 cubic inch displacement, 4 cylinder, overhead valve (OHV)  
 Net Torque Rating: 122 @ 1800 rpm SAE ft-lb (Gas); 129@1600 Net(LP)  
 Net Horsepower Rating: 56 @ 2600 rpm SAE HP (Gas); 58@2600 rpm SAE HP (LP)

**Transmission** Automatic Transmission

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**Steering** Load Sensing Hydrostatic Power Steering with Tilt Steering Column

**Wheels and Tires** Front Tires: 6.50-10-10PR (Pneumatic)  
Rear Tires: 5.00-8-8PR (Pneumatic)

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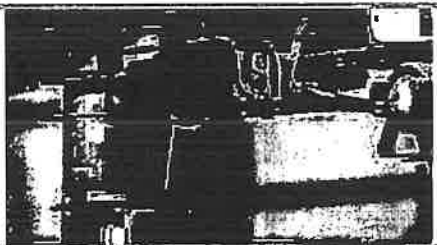
**Additional  
Equipment  
Included**

- **UL Approved Model Type "G/LP" Dual Fuel (tank not included)**
- **LPG Bracket (Swing Down Type)**
- **Cyclone Air Cleaner - Dual Element**
- **Pre-cleaner**
- **Steering Wheel with Knob**
- **Rear View Mirrors (Left & Right Sides)**
- **Back-up Alarm**
- **Rear Assist Grip with Horn Button**
- **Fire Extinguisher**
- **LED Strobe Light (Amber)**
- **LED Rear Combination Lights**
- **Front Solid Pneumatic Tires - Including Quick Heel Style Rims**
- **Rear Solid Pneumatic Tires - Including Quick Heel Style Rims**
- **MyInsights Standard**

**Other Outstanding  
Toyota Features**

- Operator Presence Sensing System (OPSS)
- Fully Stamped Steel Side Panels
- Electronic Speed Control
- Weather Protected Electrical System
- Unparalleled Fork Tip Visibility
- Foot Activated Park Brake with High Mount Release
- Electronic Shift Control
- 7" Cyclone Air Cleaner
- Fully Insulated Stamped Steel Engine Hood
- Dual Operator Assist Grips
- Oversized Cup Holder
- Heavy Duty, Non-Slip Rubber Floor Mat

*Some standard items listed within this quotation may be replaced or altered due to optional equipment.*

<p>Putting technology to work for you.</p> <p><b>SEnS</b> Smart Environment Sensor</p>		<p><b>TOYOTA</b> MATERIAL HANDLING</p> <p>Scan the QR Code to learn more.</p>
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\*Not applicable to all models. Click here for more details: <https://www.toyotaforklift.com/sens>

**MyInsights  
(Telematics)**

Standard telematics provided on most Toyota forklifts deliver valuable insights and actionable data for your business. Increase uptime, optimize your fleet, and view detailed analytics by completing your free registration at [my.toyotaforklift.com](http://my.toyotaforklift.com) today!

Standard Insights:

- Hour Meters, Error Codes, Impact Detection, Location Tracking

**Warranty**

12 Months or 2,000 hours whichever occurs first: Basic  
 36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

**We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.**

**Investment**

Price-Toyota Model 40-8FGU15 as specified above:	\$37,972.02	Each
Net Price:	\$37,972.02	Each

**Financing and  
Maintenance**

Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an

unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

**Terms and Conditions**

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

**PRE-SHIPMENT PRICE INCREASES**

Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

**TELEMATICS AND DATA COLLECTION**

The equipment in this proposal is enabled with the MyInsights system ("System") which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. This proposal is subject to the contractual terms and data usage policies for the System found at <https://www.toyotaforklift.com/myinsights-legal> ("System Terms"). Acceptance of this proposal, or otherwise using the equipment, constitutes acceptance of the System Terms and the formation of an agreement between Customer and Toyota Material Handling, Inc. based on the System Terms. Customer may opt-out of data collection features for the System as provided in the System Terms. Failure to opt-out signifies Customer's consent and agreement to the collection and usage of data in accordance with the System Terms.

**Servicing Dealer** Hugg & Hall Equipment Co.  
601 N 41st St E,  
Muskogee, OK, 74403-3944  
Phone:918-683-0154

Sincerely,  
Hugg & Hall Equipment Co.

Accepted:  
City Of Sallisaw

Cash Price \$ \_\_\_\_\_  
Financed Payment\* \$ \_\_\_\_\_ Per Month \_\_\_\_\_ Months

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Shawn Sweeden

Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*Financing requires credit approval. Terms and conditions are subject to change.

**Optional Equipment**  
**(not included in this Quotation)**

Item	Price	Accepted*
MyInsights Plus Subscription	\$10.95/Mo	<hr/>
MyInsights Plus Compliance Subscription	\$17.95/Mo	<hr/>
MyInsights Display	\$666.72	<hr/>

*\* Customer: please signify acceptance of an option by initialing in the space provided.*

**Toyota 360 Support Options**  
 (not included in this quotation)

Item	Price	Accepted*
1. Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$899	<hr/>
2. Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$1099	<hr/>
3. Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$1299	<hr/>

\* Customer: please signify acceptance of an option by initialing in the space provided.



**UPGRADE TO  
 TOYOTA 360 SUPPORT PLUS!**  
 Includes 1 year of scheduled planned maintenance (up to 4) and additional product assurance.

\*Not applicable to all models. See here for more details: [www.ToyotaForklift.com/360-support](http://www.ToyotaForklift.com/360-support) encl

# QUOTATION



PREPARED FOR	
Customer:	City of Sallisaw
Address:	115 East Choctaw Sallisaw,, OK 74955

REFERENCE	
Effective From:	Friday, October 3, 2025
Effective To:	Sunday, November 2, 2025
Quote #:	844782
Account Manager:	Keith Grosinsky
Direct Phone:	(918) 550-0816
E-mail:	keithgrosinsky@darrequipment.com

### DARR EQUIPMENT CO. Key Advantages

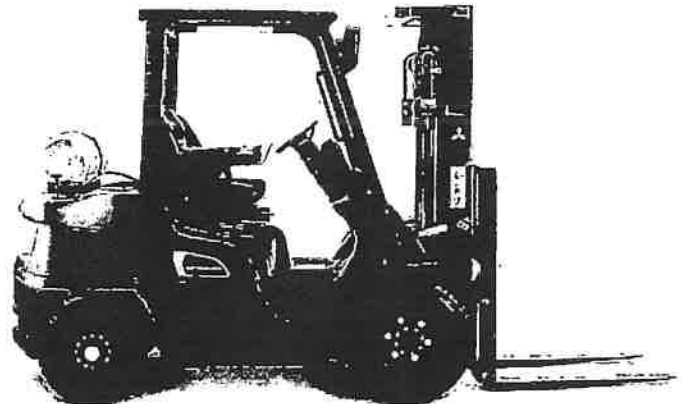
Thank you for your interest in Darr Equipment Co. For over 70 years, Darr Equipment Co. has offered industry-leading, quality products and support services, with an emphasis on client-centric 'Total Solutions' partnerships. We look forward to building a strong and reliable partnership through the delivery of long-term, valued-enhanced solutions.



### FG30N7 - 6,000 lb. Capacity Gas/LP (Dual Fuel) Pneumatic Tire Forklift

#### HIGHLIGHTS

- Hydraulic Power Steering
- Tilt Steering Column
- Tilt Cylinders
- 48" High Load Backrest
- Meter Panel:
  - Parking Brake Warning
  - Seat Belt Reminder
  - Engine Oil Pressure Warning
  - Mast Interlock
  - Engine Warning (Check)
  - General Warning
  - Battery Charge Warning
  - Speed Meter
  - Hour Meter
  - Travel Direction
  - Fuel Level Warning
- Integrated Presence System:
  - Transmission interlock indicator
  - Mast & Auxiliary Hydraulic Lockout
  - Parking Brake Warning
  - Seat Belt Reminder Warning
- Two Forward LED Working Lights On OHG
- Electronic Back-up Alarm
- Comfort (Non-Suspension) Vinyl Seat
- Orange Seat Belt
- Over Head Guard
- Elongated Grab Bar
- Anti-Slip Step Plates
- Dual Action Parking Brake Lever



#### KEY FEATURES & BENEFITS

##### OPTIMAL PERFORMANCE

Engine provides reliable performance in even the toughest conditions. They are engineered to produce minimal noise and emissions. The engine protection system (EPS) also monitors the entire system to ensure maximum production.



## FG30N7 - 6,000 lb. Capacity Gas/LP (Dual Fuel) Pneumatic Tire Forklift

<b>OPERATOR COMFORT</b>	The operator compartment is designed with the comfort of the operator in mind. From the standard comfort seat to the numerous features built in for noise and vibration reduction, the lift truck is made to allow the operator to perform at high levels for the entire shift without unnecessary fatigue or discomfort.
<b>INTEGRATED PRESENCE SYSTEM</b>	The IPS ensures that the operator is operating the forklift how it is supposed to be. Full transmission and hydraulic function lockout, accompanied by audible alarms, make sure that potential risks in operating the forklifts are kept to a minimum.
<b>SERVICEABILITY</b>	With 500 hour service intervals and the most reliable dealer network in the industry, this forklift truck can be counted on to stay running with minimal maintenance. Whenever it finally is time to repair or maintain the truck, access to the major components is extremely easy and can be achieved without tools.
<b>PREMIUM LED/LCD DISPLAY</b>	The standard premium display allows the operator to keep all of the systems of the forklift in check. If there is anything wrong, the operator is notified through one of the many icons that monitor truck performance. This can help prevent more damage to the truck excessive downtime.

### CONFIGURATION

<b>CHASSIS</b>	1	6,000 lb. Capacity Gas/LP (Dual Fuel) Pneumatic Tire Forklift
<b>MAST</b>	1	186.0" MFH / 85.5" OAL / 37.0" FFH Triplex..
<b>FORKS</b>	1	1.8" X 4.9" X 42" Hook Type - Pallet
<b>RATINGS &amp; STANDARDS</b>	1	UL Approved
<b>RATINGS &amp; STANDARDS</b>	1	EPA Compliant
<b>POWERTRAIN</b>	1	Single Speed Powershift Transmission
<b>POWERTRAIN</b>	1	EK25 2.5L 4 Cylinder Gas and LPG Engine
<b>CARRIAGE</b>	1	39.5" Wide ITA Class III Hook Type Carriage
<b>FORK POSITIONER</b>	1	Sideshifting Fork Positioner - Hang-on - 39.4" - Class III
<b>DRIVE &amp; STEER TIRES</b>	1	Solid Pneumatic Single Drive And Steer Tires
<b>LOAD BACKREST</b>	1	48" High Load Backrest
<b>HYDRAULIC ACTIVATION</b>	1	4-Section Valve With Cowl Mounted Levers
<b>HYDRAULIC HOSE OPTIONS</b>	1	Dual Function Internal Hosing - Triplex Mast
<b>TILT CYLINDERS</b>	1	Standard Tilt Cylinders
<b>OVERHEAD GUARD</b>	1	Standard Overhead Guard
<b>PRODUCTIVITY OPTIONS</b>	1	Premium LCD/LED Display
<b>PRODUCTIVITY OPTIONS</b>	1	Engine Protection System
<b>PRODUCTIVITY OPTIONS</b>	1	LPMax - Enhanced Low LP Fuel Warning
<b>PRODUCTIVITY OPTIONS</b>	1	Low LP Fuel/Starter Protection
<b>PRODUCTIVITY OPTIONS</b>	1	Separate Brake & Inching Pedals
<b>PRODUCTIVITY OPTIONS</b>	1	Rear Grab Handle With Horn Button
<b>PRODUCTIVITY OPTIONS</b>	1	LPG Tank Bracket - Swing-Out (w/ Open bracket alarm)
<b>SPECIAL APPLICATIONS OPTIONS</b>	1	Aluminum Core Corrugated Fin Radiator
<b>SPECIAL APPLICATIONS OPTIONS</b>	1	Integrated Presence System
<b>SPECIAL APPLICATIONS OPTIONS</b>	1	Elevated Air Intake Pre-Cleaner
<b>WARNING / LIGHT OPTIONS</b>	1	Two Forward LED Working Lights On OHG
<b>WARNING / LIGHT OPTIONS</b>	1	Electronic Back-up Alarm
<b>WARNING / LIGHT OPTIONS</b>	1	Amber Strobe Light - Mounted Below OHG
<b>WARNING / LIGHT OPTIONS</b>	1	Seatbelt Warning - Light and Buzzer [STD]
<b>WARNING / LIGHT OPTIONS</b>	1	Parking Brake / Transmission Interlock (Includes Parking Brake Warning Light)
<b>SEAT</b>	1	Comfort (Non-Suspension) Vinyl Seat
<b>ACCESSORIES</b>	1	Orange Seat Belt
<b>ACCESSORIES</b>	1	Dual Panoramic Rear View Mirror Kit
<b>ACCESSORIES</b>	1	Wheel Chock And Retainers
<b>LP TANK</b>	1	Steel LP Tank, Horizontal Fill - 33.5#
<b>LANGUAGE MARKINGS</b>	1	English Language Markings

### FG30N7 WARRANTY

FG30N7 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

### FG30N7 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	MIT 6,000 lb. Capacity Gas/LP (Dual Fuel) Pneumatic Tire Forklift	\$46,985.00	\$46,985.00	
<b>SPECIFIED INVESTMENT TOTAL:</b>			<b>\$46,985.00</b>	

ALL QUOTES - pricing, freight, and interest rates are subject to change prior to receipt of equipment.

Reduced lead-time options via stock-on-order reconfiguration or dedicated build-slot exchange solutions may be available at time of order. Please consult our office for further discussion regarding these alternate lead-time improvement possibilities. • This quote is valid for thirty (30) days, excluding factory pricing action announcements with limited or no price quote protection. • Booked factory orders may be subject to additional Tariff related surcharges/other price adjustments prior to shipment and invoicing. • Outbound freight expense subject to final confirmation at time of delivery.

Lead time is 20 weeks from time of PO.

This document will constitute a contract between Darr Equipment and City of Sallisaw.

ACCEPTANCE AS CONTRACT OF SALE	
<b>Authorized agent understands and agrees to the Terms and Conditions as included with this Quote</b>	
<b>City of Sallisaw</b>	<b>DARR EQUIPMENT CO.</b>
_____ Authorized Agent Signature	_____ Authorized Agent Signature
_____ Date Signed	_____ Date Signed
_____ Printed name	Keith Grosinsky Printed name
_____ Title/Position	Territory Manager Title/Position
_____ Customer Purchase Order Number	
<i>Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.</i>	

**TERMS AND CONDITIONS**  
(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or a LEASE or RENTAL of equipment

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any manner whatsoever.
2. This order when accepted by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt of shipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise, suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of any delays or any failure or alleged failure of said machine to operate, nor for any implied warranties. The term "damages" as used herein shall include, but is not limited to, consequential damages.
5. Customer agrees on demand to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financing Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
6. Should Customer attempt to grant Company a Security interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a first and superior lien to any and all other Security Interests, liens, mortgages and encumbrances whatsoever.

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7. Where terms agreed to are other than for cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make the purchase on a time sale basis.
  8. All payments are due and payable to the office of or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State of Texas.
  9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extent of the unpaid balance of the Time Sale Price or Purchase Option Price, and shall furnish evidence of such insurance upon request of Company.
  10. Customer acknowledges responsibility for all sales, use, or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certificate acceptable to the taxing authorities.
  11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations or terms made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.
  12. Customer acknowledges that he is a business consumer with knowledge and experience in financial and business matters that enable him to evaluate the merits and risks of this transaction. Customer, therefore, expressly waives the provisions of the Texas Deceptive Trade Practice/Consumer Protection Act.
  13. There will be a 20% restocking or cancellation fee for any cancelled orders.

Authorized Agent Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Christmas Tree

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**ITEM TITLE:** Discussion and possible action on Purchase Order No. 106891, issued to Ledworks, LLC -Twinkly Pro of Camp Hill, Pennsylvania, in the amount of \$23,353.21, for the purchase of a programmable Christmas tree

**INITIATOR:** Commissioner Mendiola

**STAFF INFORMATION SOURCE:** City Manager

**BACKGROUND:**

- EXHIBITS:**
1. Agenda Item - LedWorks LLC - PO # 106891
  2. Trees

**KEY ISSUES:** N/A

**FUNDING SOURCE:** 010-501-53327 - Christmas Decor

**RECOMMENDATION:** Approval of Purchase Order No. 106891 in the amount of \$23,353.21

**CITY OF SALLISAW**  
**PURCHASE REQUISITION / PURCHASE ORDER**  
 NOT VALID UNLESS PURCHASE ORDER NUMBER HAS BEEN ISSUED

PO Number

106891

PO Date

10/8/25

Vendor # \_\_\_\_\_ Department: \_\_\_\_\_

Vendor Name: Ledworks LLC - Twinkly Pro

Address: 405 St. Johns Church Road  
Suite # 106

City: Camp Hill State: PA Zip: 17011

Merchant, Mail Invoices to:

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

**NOTE PO NUMBER ON INVOICE**

Ph: (918) 775-6241 x 305  
 Fax: (918) 775-4194  
 Email: purchasing@sallisawok.org  
 www.sallisawok.org

Contact:

Phone/Cell

717-888 19477

Email

Fax

Grant Funds Y N

Item #	Item Description/Catalog #	GL Acct	Quant	Unit Cost	Total Est. Cost
	<u>Ledworks LLC</u>	<u>010-501-53327</u>	<u>1 EA</u>		<u>\$20,000.00</u>
	<u>Twinkly Pro</u>				
	<u>Sales Order # 503543</u>				
	<u>20' Cone Tree w/</u>				
	<u>onsite support pkg</u>	<u>010-501-53327</u>	<u>1 EA</u>		<u>\$3,000.00</u>
	<u>Ledworks LLC</u>		<u>1 EA</u>		<u>\$353.21</u>
	<u>Twinkly Pro</u>				
	<u>Sales Order # 503544</u>				
	<u>TP Music Player</u>				

Comments, Note grant information if applicable:

Freight/Other

Total Cost \$23,353.21

Requestor: \_\_\_\_\_

Date: 10/8/25

Purchasing Approval: [Signature]

Date: 10/8/25

PRIORITY: HIGH MED LOW

Dept Need Date: \_\_\_\_\_

Order Date/By: \_\_\_\_\_ / \_\_\_\_\_

Est. Delivery: \_\_\_\_\_

# Ledworks LLC – Twinkly Pro



405 St. Johns Church Road  
Suite 106  
Camp Hill, PA 17011  
717-888-9477  
[Kyle.winebrenner@twinkly.com](mailto:Kyle.winebrenner@twinkly.com)  
[www.pro.twinkly.com](http://www.pro.twinkly.com)

## Sales Order

**Order #:** SO3543  
**Order date:** 10-07-2025  
**Ship date:** 10/07/2025  
**Sales Rep:**  
**Customer ID:** C-01519

**Bill to** City of Sallisaw  
115 E Choctaw Ave  
Sallisaw, OK 74955

**Ship to** City of Sallisaw  
215 West Quesenberry Sallisaw, OK 74955

Reference #	Payment Terms	Message
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20' Cone Tree	Payment in full on order	
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Item #	Description	Unit	Qty	Unit Price	Amount
TWP-S-CA-20CT-STP-G	20' tall by 10' wide 5year frame and garland warranty	Each	1	\$20,000.00	\$20,000.00

This sale is subject to our Standard Terms & Conditions which are an integral part of this sale, please visit our website at <https://pro.twinkly.com/pages/conditions-of-sale> to thoroughly review.

#### PAYMENTS

Wires- S&T Bank, 800 Philadelphia Street, Indiana, PA 15701 --- Acct 3004512319 / ABA 043306855

If paying by check, please make checks payable to "Ledworks LLC"

For Credit Card payments please call 717-888-9477, all CC payments subject to 2% processing fees.

THANK YOU FOR YOUR BUSINESS!

Services	Onsite Support Package	Each	1	\$3,000.00	\$3,000.00
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<b>Subtotal</b>	<b>\$23,000.00</b>
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<b>Total</b>	<b>\$23,000.00</b>
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This sale is subject to our Standard Terms & Conditions which are an integral part of this sale, please visit our website at <https://pro.twinkly.com/pages/conditions-of-sale> to thoroughly review.

**PAYMENTS**

Wires- S&T Bank, 800 Philadelphia Street, Indiana, PA 15701 --- Acct 3004512319 / ABA 043306855

If paying by check, please make checks payable to "Ledworks LLC"

For Credit Card payments please call 717-888-9477, all CC payments subject to 2% processing fees.

**THANK YOU FOR YOUR BUSINESS!**

# Ledworks LLC – Twinkly Pro



405 St. Johns Church Road  
Suite 106  
Camp Hill, PA 17011  
717-888-9477  
[Kyle.winebrenner@twinkly.com](mailto:Kyle.winebrenner@twinkly.com)  
[www.pro.twinkly.com](http://www.pro.twinkly.com)

## Sales Order

**Order #:** SO3544  
**Order date:** 10-07-2025  
**Ship date:** 10/07/2025  
**Sales Rep:**  
**Customer ID:** C-01519

**Bill to** City of Sallisaw  
115 E Choctaw Ave  
Sallisaw, OK 74955

**Ship to** City of Sallisaw  
215 West Quesenberry Sallisaw, OK 74955

Reference #	Payment Terms	Message
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Music Player	Payment in full on order	
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Item #	Description	Unit	Qty	Unit Price	Amount
TWPRO-MUSIC-US	Twinkly Pro Music Player	Each	1	\$335.37	\$335.37

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#### PAYMENTS

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THANK YOU FOR YOUR BUSINESS!

Freight	Freight	Each	1	\$17.84	\$17.84
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<b>Subtotal</b>	<b>\$353.21</b>
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<b>Total</b>	<b>\$353.21</b>
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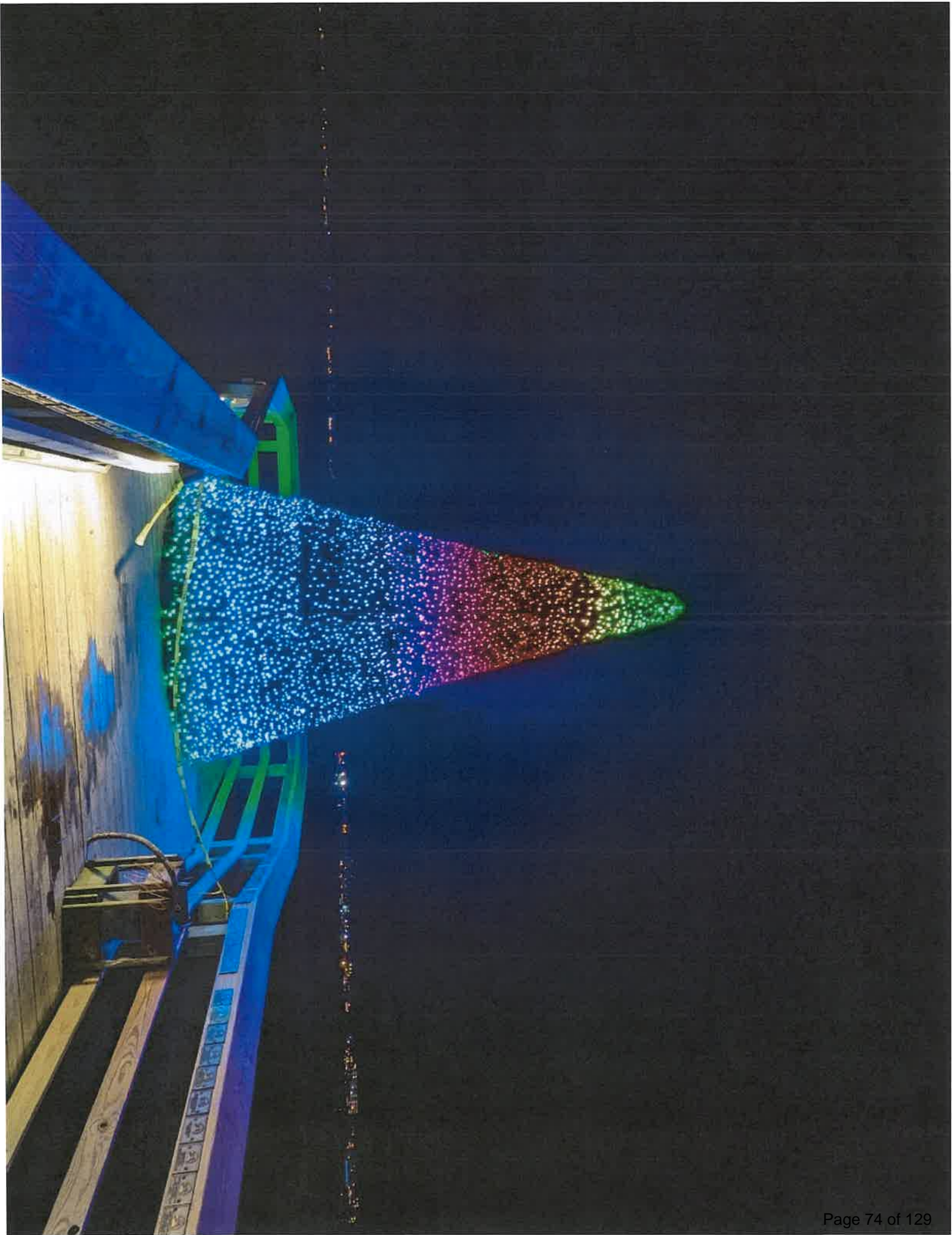
**PAYMENTS**

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Suite 106  
Camp Hill, PA 17011  
717-888-9477  
[Kyle.winebrenner@twinkly.com](mailto:Kyle.winebrenner@twinkly.com)  
[www.pro.twinkly.com](http://www.pro.twinkly.com)

## Invoice

**Order #:** 3543  
**Order date:** 10-07-2025  
**Ship date:** 10/07/2025  
**Sales Rep:**  
**Customer ID:** C-01519

**Bill to** City of Sallisaw  
115 E Choctaw Ave  
Sallisaw, OK 74955

**Ship to** City of Sallisaw  
215 West Quesenberry Sallisaw, OK 74955

Reference #	Payment Terms	Message
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20' Cone Tree	Payment in full on order	
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Item #	Description	Unit	Qty	Unit Price	Amount
TWP-S-CA-20CT-STP-G	20' tall by 10' wide 5year frame and garland warranty	Each	1	\$20,000.00	\$20,000.00

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#### PAYMENTS

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THANK YOU FOR YOUR BUSINESS!

Services	Onsite Support Package	Each	1	\$3,000.00	\$3,000.00
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<b>Subtotal</b>	<b>\$23,000.00</b>
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<b>Total</b>	<b>\$23,000.00</b>
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# Ledworks LLC – Twinkly Pro



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Camp Hill, PA 17011  
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[Kyle.winebrenner@twinkly.com](mailto:Kyle.winebrenner@twinkly.com)  
[www.pro.twinkly.com](http://www.pro.twinkly.com)

## Invoice

**Order #:** 3544  
**Order date:** 10-07-2025  
**Ship date:** 10/07/2025  
**Sales Rep:**  
**Customer ID:** C-01519

**Bill to** City of Sallisaw  
115 E Choctaw Ave  
Sallisaw, OK 74955

**Ship to** City of Sallisaw  
215 West Quesenberry Sallisaw, OK 74955

Reference #	Payment Terms	Message
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Music Player	Payment in full on order	
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Item #	Description	Unit	Qty	Unit Price	Amount
TWPRO-MUSIC-US	Twinkly Pro Music Player	Each	1	\$335.37	\$335.37

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**PAYMENTS**

Wires- S&T Bank, 800 Philadelphia Street, Indiana, PA 15701 --- Acct 3004512319 / ABA 043306855

If paying by check, please make checks payable to "Ledworks LLC"

For Credit Card payments please call 717-888-9477, all CC payments subject to 2% processing fees.

THANK YOU FOR YOUR BUSINESS!

Freight	Freight	Each	1	\$17.84	\$17.84
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<b>Subtotal</b>	<b>\$353.21</b>
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<b>Total</b>	<b>\$353.21</b>
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**PAYMENTS**

Wires- S&T Bank, 800 Philadelphia Street, Indiana, PA 15701 --- Acct 3004512319 / ABA 043306855

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**THANK YOU FOR YOUR BUSINESS!**



**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Overage

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**ITEM TITLE:** Discussion and possible action on overage in the amount of \$2,091.17 for the Street Improvements-2025 Street and Overlay Project; McKenzie Asphalt

**INITIATOR:** City Manager  
Director - Street

**STAFF INFORMATION SOURCE:** City Manager

**BACKGROUND:** The original approved contract was for \$487,657.56. Two additional areas were added resulting in an overage of \$2,091.17. The total contract price was \$489,748.73. The original approved cost for the project in the annual budget was \$600k (FY '25). The project was still accomplished under the originally approved budget.

**EXHIBITS:**

**KEY ISSUES:** N/A

**FUNDING SOURCE:** #030-401-57103 - Street Program

**RECOMMENDATION:** Acknowledge overage in the amount of \$2,091.17.

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Guidelines for Public Hearing

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**ITEM TITLE:** Hear from those citizens that signed up, prior to the beginning of the meeting

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Rules for the Public Hearing:

- Only citizens that sign up prior to the meeting beginning may speak--limit is 10 citizens as the time is limited for this item
- Each citizen is limited to 3min
- Citizen comments must be and remain on topic--specifically chicken-related commercial activities in agricultural zoned areas
- After citizen comments, Commissioners may ask follow-up questions to which citizens may respond--this does not count towards time limit
- When the hearing is complete no more public comments may be made on the topic

**EXHIBITS:**

**KEY ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDATION:**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Ordinance — Poultry

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**ITEM TITLE:** Discussion and possible action on the proposed Ordinance for poultry-related commercial activities on Agriculture zoned land:

1. Discussion and possible action on Ordinance No. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY (Would NOT allow any poultry related activities)
2. Discussion and possible action on Ordinance NO. 2025-17; AN ORDINANCE AMENDING THE SALLISAW CODE OF ORDINANCES CHAPTER 102, ARTICLE IV, DIVISION 2 BY ADDING SECTION 102-223.2 – POULTRY FACILITIES TO ARTICLE IV, DIVISION 2 IN CHAPTER 102 BY ESTABLISHING CONDITIONS AND LIMITATIONS; INCLUDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCE; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY (Would allow small scale hatchery operations ONLY)

**INITIATOR:** City Manager

**STAFF INFORMATION SOURCE:** City Manager

**BACKGROUND:** These two options reflect the discussions to date that either restrict or allow small-scale hatcheries to operate within the city limits on agricultural zoned properties. They both allow private individuals to have "hobby farm" sized operations, which are protected and regulated by State laws. The WITH option allows hatcheries to operate while meeting size restrictions based on property parcel size and state laws. The WITHOUT option does not allow hatcheries of any size to operate within the city limits on agricultural zoned properties. Hatcheries can operate on industrial zoned property and this ordinance will not affect those operations.

- EXHIBITS:**
1. Chicken House ordinance\_WITHOUT
  2. Chicken House ordinance\_WITH

**KEY ISSUES:**

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** 1. Approval of Ordinance No. 2025-17 with Option 1, not allowing poultry-related activities, or with Option 2, allowing poultry-related activities.

2. Approval of emergency clause ( if warranted and want Ordinance to be effective immediately).

**ORDINANCE 2025-17**

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

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

**SECTION 1.**

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

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

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

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

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

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

4. **“Poultry house / house.”** For purposes of interpreting permitted small-scale facilities, “poultry house” means any building used to house poultry (OAC 35:15-19-1).
5. **“Hatchery.”** Any building, structure, or place in which poultry eggs are incubated, hatched, or chicks are held or sold. ( OAC 35:15-19-2)
6. **“Coop.”** A small structure or enclosed area where a small number of chickens nest, roost, or perch, potentially including feeding and watering devices. These support chickens for “personal use” number of chickens and chicken products, not for resale or commercial purposes.
7. **Agricultural Production.** Limited to what would ordinarily be considered a farming or ranching operation undertaken for profit. The term refers to the raising of food crops or livestock for sale. Included within the meaning of "agricultural production" and "production of agricultural products" are ranches, orchards, and dairies. Also included is any feedlot operation, whether or not the land upon which a feedlot operation is located is used to grow crops to feed the livestock in the feedlot and regardless of whether or not the livestock fed are owned by persons conducting the feedlot.
8. **Livestock.** Means cattle, horses, sheep, goats, asses, mules, swine and also chickens, turkeys, and other domesticated fowl. It also includes American bison, emus, ostriches and llamas. (OAC 710:65-13-15)
9. **Hobby Farm.** A small-scale operation that raises livestock for personal use, to include recreation, “show/ demonstration”, training or rehabilitation purposes, and/or sales from which are directly to the consumer via on-farm sales, farmers market, roadside stands or similar channels. (derived from 68 OK Stat § 1358; OAC 710:65-13-15; 2 OK Stat § 10-78)

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

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

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

**(e) Prohibited uses in A-1.**

The following agricultural production facilities are prohibited in the A-1 Agricultural District within city limits:

1. **Poultry Feeding Operations (PFOs)** requiring registration with the Oklahoma Department of Agriculture, Food & Forestry. [Confines poultry  $\geq$ 45 days/year, vegetation not sustained; requires registration & NMP; >1,000 birds usually. (2 O.S. §10-9.1)]
2. **Concentrated Animal Feeding Operations (CAFOs) for poultry**, whether large,

medium, or designated.

3. **Custom-exempt poultry processing plants** (on-farm or off-farm slaughter/processing facilities operating under the federal custom exemption).
4. **Hatcheries** (buildings where poultry eggs are incubated, hatched, or chicks are held or sold), provided the facility complies with all applicable state licensing and inspection requirements and city development standards.
5. Any poultry facility or aggregation of facilities that, by capacity, confinement duration, or waste handling, would meet or exceed the thresholds for a PFO or CAFO under state law.

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

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

1. Setbacks.
  - Minimum 25 feet from any side or rear property line.
  - Minimum 50 feet from any dwelling on an adjacent lot.
  - No structure permitted in the front yard setback.
2. Size and height.
  - Maximum coop size: all coops must comply with standards in the Animal Control Ordinance 2025-12, Chapter 10 of the Sallisaw Code of Ordinances.
  - Maximum height: 10 feet.
3. Sanitation and waste management.
  - Manure and litter shall be removed or composted regularly to prevent odor, flies, and runoff.
  - Storage of manure must be in covered containers or bins.
  - No disposal of poultry waste in storm drains or natural drainageways.
4. Nuisance controls.
  - Facilities shall be maintained to prevent noxious odors, excessive noise, unsanitary conditions, or attraction of vermin.
  - Continuous noise from poultry or equipment that interferes with neighboring residential use is prohibited.
5. Enclosure requirements.
  - Poultry shall be kept in a secure coop and/or fenced run.
  - Birds shall not be allowed to roam at large.
6. Lighting and ventilation.
  - Any artificial lighting shall be shielded to prevent spillover onto neighboring property.
  - Adequate ventilation must be provided for animal health and odor control.

**(g) Nonconformities.**

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

allowed.

**(h) Enforcement.**

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

**(i) Relationship to state law.**

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

**SECTION 2. Severability.**

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

**SECTION 3. Repealer.**

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

**SECTION 4. Codification.**

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

**SECTION 5. Effective Date.**

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

**Approved this 13<sup>th</sup> day of October 2025.**

**CITY OF SALLISAW, OKLAHOMA**

**By:**

\_\_\_\_\_  
**ERNIE MARTENS, Mayor**

**ATTEST:**

---

**KIM JAMISON, City Clerk**  
**[SEAL]**

**Approved as to form and legality:**

---

**JORDAN PACE, City Attorney**

WITHOUT

**ORDINANCE 2025-17**

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

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

**SECTION 1.**

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

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

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

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

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

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

4. **“Poultry house / house.”** For purposes of interpreting permitted small-scale facilities, “poultry house” means any building used to house poultry (OAC 35:15-19-1).
5. **“Hatchery.”** Any building, structure, or place in which poultry eggs are incubated, hatched, or chicks are held or sold. ( OAC 35:15-19-2)
6. **“Coop.”** A small structure or enclosed area where a small number of chickens nest, roost, or perch, potentially including feeding and watering devices. These support chickens for non-agricultural number of chickens and chicken products, not for resale or commercial purposes.
7. **Agricultural Production.** Limited to what would ordinarily be considered a farming or ranching operation undertaken for profit. The term refers to the raising of food crops or livestock for sale. Included within the meaning of "agricultural production" and "production of agricultural products" are ranches, orchards, and dairies. Also included is any feedlot operation, whether or not the land upon which a feedlot operation is located is used to grow crops to feed the livestock in the feedlot and regardless of whether or not the livestock fed are owned by persons conducting the feedlot.
8. **Livestock.** Means cattle, horses, sheep, goats, asses, mules, swine and also chickens, turkeys, and other domesticated fowl. It also includes American bison, emus, ostriches and llamas. (OAC 710:65-13-15)
9. **Hobby Farm.** A small-scale operation that raises livestock for personal use, to include recreation, “show/ demonstration”, training or rehabilitation purposes, and/or sales from which are directly to the consumer via on-farm sales, farmers market, roadside stands or similar channels. (derived from 68 OK Stat § 1358; OAC 710:65-13-15; 2 OK Stat § 10-78)

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

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

1. **Chicken coops and personal-use poultry facilities** used to keep fowl for household consumption or hobby purposes, consistent with Chapter 10 (Animals) and any city limits on species, numbers, setbacks, and sanitation.
2. **Hatcheries** (buildings where poultry eggs are incubated, hatched, or chicks are held or sold), provided the facility complies with all applicable state licensing and inspection requirements and city development standards.
3. **Ancillary structures** customarily incidental to the above (runs, small brood houses, storage sheds), provided they remain subordinate in size and function to the principal agricultural use and do not constitute a prohibited use under subsection (e).

**(e) Prohibited uses in A-1.**

The following agricultural production facilities are prohibited in the A-1 Agricultural District within city limits:

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2. **Concentrated Animal Feeding Operations (CAFOs) for poultry**, whether large, medium, or designated.
3. **Custom-exempt poultry processing plants** (on-farm or off-farm slaughter/processing facilities operating under the federal custom exemption).
4. **Any poultry facility or aggregation of facilities** that, by capacity, confinement duration, or waste handling, would meet or exceed the thresholds for a PFO or CAFO under state law.

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

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

1. For Coops
  - Setbacks.
    - Minimum 25 feet from any side or rear property line.
    - Minimum 50 feet from any dwelling on an adjacent lot.
    - No structure permitted in the front yard setback.
  - Size and height.
    - Maximum coop size: all coops must comply with standards in the Animal Control Ordinance 2025-12, Chapter 10 of the Sallisaw Code of Ordinances.
2. For Hatcheries.
  - Setbacks.
    - Minimum 200 feet from any side or rear property line adjacent to Residentially Zoned property
    - Minimum setback of 50 feet from any side or rear property line adjacent to any other zoned property
    - Minimum 250 feet from any dwelling on an adjacent lot.
    - No structure permitted within 200 feet the road frontage, “front yard” setback.
    - Comply with all state regulations for disease prevention, sanitation, emergency plans and humane treatment.
    - Must have state (ODAFF) approval of application prior to operation.
  - Size and Height
    - Maximum height is no higher than 25 feet from ground level.
    - Hatcheries are restricted to no more than **1200 square feet** of floor area per acre of the parcel it is built on and must comply with all applicable building and fire prevention codes.
3. Sanitation and waste management.
  - Manure and litter shall be removed or composted regularly to prevent odor, flies, and runoff.
  - Storage of manure must be in covered containers or bins.
  - No disposal of poultry waste in storm drains or natural drainageways.
  - Disposal of carcass and/or unfertilized/diseased material will be done in accordance with Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) requirements. (OAC 35:18-1)

1. Composting: Must be managed to be odorless and prevent scavengers. Composting can be done in-vessel or in a managed windrow.
  2. Incineration: In a closed, self-contained incinerator. An air quality permit from the Oklahoma Department of Environmental Quality (DEQ) may be required depending on the size and quantity of waste burned.
  3. Rendering: Can be transported to a rendering facility. The waste must be delivered to the facility within 24 hours of death unless it has been refrigerated.
  4. Landfill: The waste can be taken to a landfill approved by the Oklahoma DEQ to accept animal carcasses.
  5. Burial (for carcasses): Burial is an approved method but has strict requirements to protect groundwater. The burial site must be:
    - i. At least 300 feet from any water wells, bodies of water, or property lines.
    - ii. At least two feet above the seasonal-high water table and bedrock.
    - iii. Covered with a minimum of 2.5 feet of soil.
    - iv. Protected from erosion and animal scavenging
4. Nuisance controls.
    - o Facilities shall be maintained to prevent noxious odors, excessive noise, unsanitary conditions, or attraction of vermin.
    - o Continuous noise and/or odor from poultry or equipment that interferes with neighboring residential use is prohibited.
  5. Enclosure requirements.
    - o Poultry shall be kept in a secure coop and/or fenced run.
    - o Birds shall not be allowed to roam at large.
  6. Lighting and ventilation.
    - o Any artificial lighting shall be shielded to prevent spillover onto neighboring property.
    - o Adequate ventilation must be provided for animal health and odor control.

**(g) Nonconformities.**

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

**(h) Enforcement.**

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

**(i) Relationship to state law.**

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

**SECTION 2. Severability.**

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

**SECTION 3. Repealer.**

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

**SECTION 4. Codification.**

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

**SECTION 5. Effective Date.**

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

**Approved this 13<sup>th</sup> day of October 2025.**

**CITY OF SALLISAW, OKLAHOMA**

**By:**

\_\_\_\_\_  
**ERNIE MARTENS, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**  
**[SEAL]**

**Approved as to form and legality:**

---

**JORDAN PACE, City Attorney**

UNLAWFUL

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Migration Away from Traditional Cable

---

**ITEM TITLE:** Presentation regarding Diamondnet migration away from traditional Cable

**INITIATOR:** Mayor

**STAFF INFORMATION SOURCE:** IT Director

**BACKGROUND:** As briefed during the Budget Retreat, DiamondNet continues to work to migrate customers away from Cable service as it will cease to offer Cable to customers on January 5th. Customers are being encouraged (and incentivized) to switch to streaming services for their entertainment and if desired local channels for news and local sports. This migration started in August and will continue through the Fall and Holidays and will include an offer of "white glove" service to help customers through the migration to streaming options through MyBundle. This migration will save the city rebroadcasting fees as well as the increasing cost of maintaining hardware to support the service.

**EXHIBITS:** 1. DiamondNet Video Shutdown

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** N/A

Video  
Shutdown



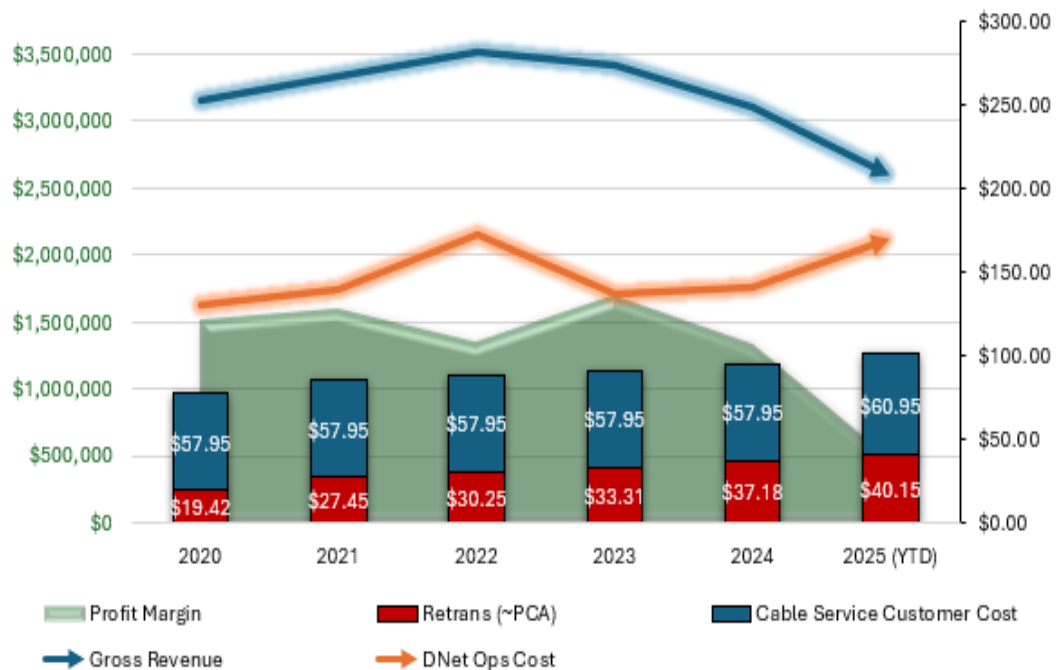
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DIAMOND**NET**

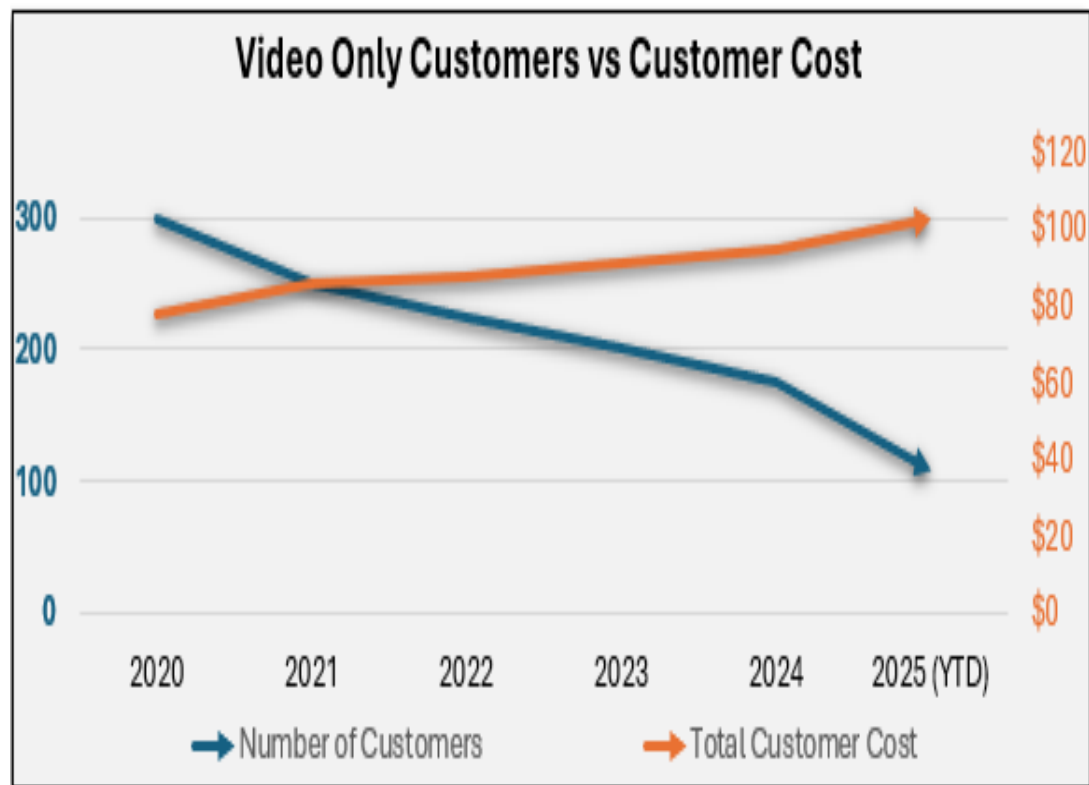
Over the last several years revenue/subscribers have gone down while costs have increased.



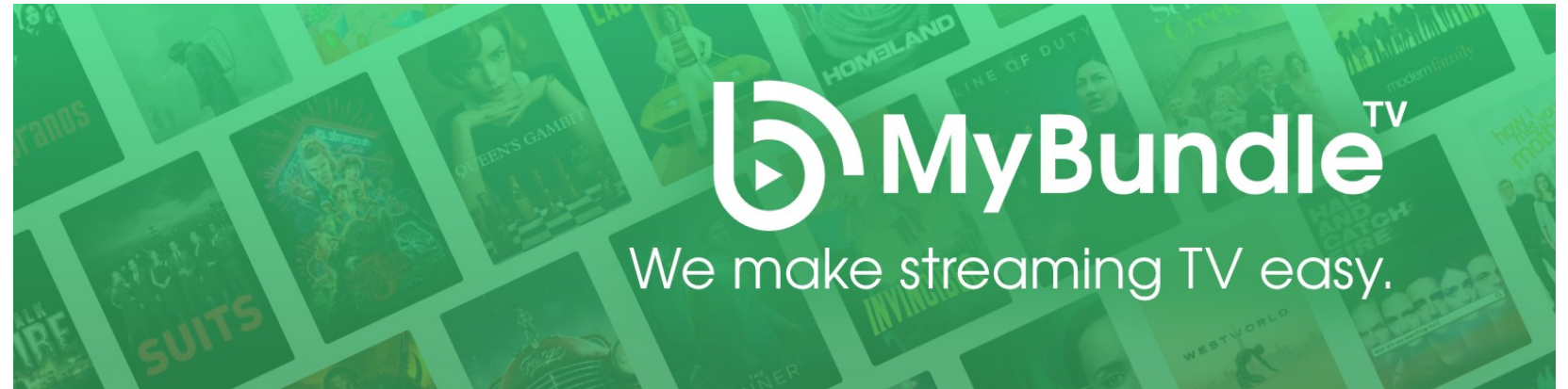
### Total DNet Costs vs Revenues



### Video Only Customers vs Customer Cost



# So, what now?



## Get the Live TV you love

Just answer a few questions, select the channels you watch and we'll show you the best streaming packages at the best price for you!

[Get Recommendation](#)

Don't know where to start? Check out our [streaming 101 guide](#) or [FAQs](#)





Cost Comparison

Cable Only: \$110

Cable & Internet: as low as \$160

Internet + Streaming: as low as \$50 (using free streaming services)

Internet + Streaming + Local Channels: as low as \$80



Cable replacement options that provide FSM/NWA local channels based on DMA



## Our TV Service is Shutting Down

We've made the difficult decision to discontinue our TV service as of January 5, 2026.

But don't worry! The same TV you love is available through streaming, and we're here to help every step of the way. Best news is, it's even cheaper.

 **DIAMONDNET**



In partnership with  MyBundle™

**Switch to streaming now by  
visiting [mybundle.com/  
diamondnet/tv](https://mybundle.com/diamondnet/tv).**









Call us to find your TV replacement options and make the switch:  
**918-775-4151**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Condemnation

---

**ITEM TITLE:** Conduct public hearing to determine if the property located at 213 South Adams is a public nuisance; Case #10-25-2C Condemnation of Dilapidated Structure

**INITIATOR:** Building Development

**STAFF INFORMATION SOURCE:** Building Development

**BACKGROUND:** This property was damaged in a fire on September 12, 2025. At the time of inspection, damage was seen on the north side and involved the metal siding, roof, and flooring. The frame of the mobile home was also heavily damaged. There are safety concerns for the public in general as well as the proximity of the mobile home located immediately to the north. It is Building Development's opinion that this structure is not fit for human occupancy, is beyond repair and should be removed.

**EXHIBITS:** 1. 169\_letter  
2. 169\_notice  
3. PICT S. ADAMS

**KEY ISSUES:** The structure is in disrepair and presents a hazard to the public.

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Case No. 10-25-2C be declared a public nuisance and direct staff to abate the nuisance.

**NOTICE FOR  
CONDEMNATION OF DILAPIDATED BUILDING  
11O.S. 22-112**

**TO: SALLY HATFIELD  
213 S ADAMS  
SALLISAW OK 74955**

**Case #10-25-2C  
25-0167**

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

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

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

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

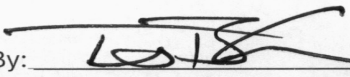
Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on OCT 13TH, 2025, in the Sallisaw Municipal Complex for the following described real property:

213 S ADAMS, SALLISAW, OKLAHOMA 74955

Real Estate Parcel: 0165-00-022-004-0-000-00

Legal Description: LOT 4, BLOCK 22 PAYNE ADDITION TO THE CITY OF SALLISAW

This notice issued, posted and mailed on 16 September 2025.

By:   
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW  
PO BOX 525  
SALLISAW, OK 74955

Cc:

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



# NOTICE

THIS **PROPERTY** HAS BEEN **CONDEMNED**  
AND IS **DANGEROUS**

PER CHAPTER 18, SECTION 272 OF THE CITY CODE, AND  
SECTION 108.1.3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

THIS STRUCTURE IS UNSAFE AND  
ITS OCCUPANCY HAS BEEN PROHIBITED BY THE  
CODE OFFICIAL

**ALL PERSONS ARE HEREBY WARNED**

**ACCORDINGLY**

IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER THIS STRUCTURE EXCEPT FOR THE PURPOSE OF  
SECURING THE STRUCTURE, MAKING THE REQUIRED REPAIRS, REMOVING THE HAZARDOUS CONDITION  
OR OF DEMOLISHING THE SAME.

POSTED UNDER THE AUTHORITY OF  
BUILDING DEVELOPMENT OFFICE, CODE ENFORCEMENT

**REMOVAL OR DEFACEMENT OF THIS NOTICE IS PROHIBITED**

FOR ADDITIONAL INFORMATION CALL 918-775-6241



**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Condemnation of Dilapidate Structure

---

**ITEM TITLE:** Conduct Public Hearing to determine if the property located at 620 South Mulberry is a public nuisance; Case #10-25-3C, Condemnation of Dilapidated Structure

**INITIATOR:** Building Development

**STAFF INFORMATION SOURCE:** Building Development

**BACKGROUND:** This structure has not been occupied since February 2023. It appears that the current owner has ceased repair and construction efforts. The building is unsecured and unsafe. It is Building Developments opinion that the structure is not fit for human occupancy, is beyond repair, and should be abated.

**EXHIBITS:**

1. 170\_letter
2. 170\_notice
3. PICTS 620 S MULBERRY

**KEY ISSUES:** The structure is in disrepair and present a hazard to the public.

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Recommend that Case # 10-25-2C be declared a public nuisance and direct staff to abate.

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

**TO: PEDRO RAMOS  
303 S BIRCH ST  
MULDROW OK 74948**

**Case #10-25-3C  
25-0168**

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

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

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

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

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on OCT 13TH, 2025, in the Sallisaw Municipal Complex for the following described real property:

620 S MULBERRY, SALLISAW, OKLAHOMA 74955

Real Estate Parcel: 0085-00-004-007-0-001-00

Legal Description: THE SOUTH 60' OF THE WEST HALF OF BLOCK 4, GILBERT ADDITION TO THE CITY OF SALLISAW

This notice issued, posted and mailed on 16 September 2025.

By: 

Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW  
PO BOX 525  
SALLISAW, OK 74955

Cc:

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



# NOTICE

THIS **PROPERTY** HAS BEEN **CONDEMNED**  
AND IS **DANGEROUS**

PER CHAPTER 18, SECTION 272 OF THE CITY CODE, AND  
SECTION 108.1.3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

THIS STRUCTURE IS UNSAFE AND  
ITS OCCUPANCY HAS BEEN PROHIBITED BY THE  
CODE OFFICIAL

**ALL PERSONS ARE HEREBY WARNED**

**ACCORDINGLY**

IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER THIS STRUCTURE EXCEPT FOR THE PURPOSE OF  
SECURING THE STRUCTURE, MAKING THE REQUIRED REPAIRS, REMOVING THE HAZARDOUS CONDITION  
OR OF DEMOLISHING THE SAME.

POSTED UNDER THE AUTHORITY OF  
BUILDING DEVELOPMENT OFFICE, CODE ENFORCEMENT

**REMOVAL OR DEFACEMENT OF THIS NOTICE IS PROHIBITED**

FOR ADDITIONAL INFORMATION CALL 918-775-6241



**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Plat Presentation

---

**ITEM TITLE:** Discussion and possible action on Planning Commission Case No. PC2025-007; plat presentation of Spencer Addition by Colton and MacKenzie Spencer

**INITIATOR:** Kelly Osburn, agent

**STAFF INFORMATION SOURCE:** Community Development Staff

**BACKGROUND:** Kelly Osburn, agent for Colton and MacKenzie Spencer, will present a plat of Spencer Addition, an addition to the City of Sallisaw, for consideration. The property is located at the intersection of North Maple and Fawn Hollow. The intent is to construct a single-family dwelling. The Planning Commission heard this item at their October 7th meeting and recommended approval.

**EXHIBITS:** 1. PC25-007 App  
2. PC2025-007 Plat

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval of Planning Commission Case No. 2025-007; plat of Spencer Addition.

PC 25-007

CASE # PJ 25-0003

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

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

Replat of Lot 15 less the East 50.35 feet - See B/C 1582 pg 607

General Location X North Maple  
(Street Address)

Present Use of Property Residential

Proposed Use of Property Residential

Record Owner of Property Colton & McKenzie Spencer

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

agent for, \_\_\_\_\_  Other \_\_\_\_\_

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

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

Signed [Signature]

Address P.O. Box 1406 Sallisaw, OK

Phone 918-774-4450

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application received by: [Signature] Date: 7-14-25 3:45 pm

Fee Receipt: 9.000005606 Present Zoning: \_\_\_\_\_

Application No.: \_\_\_\_\_ Requested: \_\_\_\_\_

PC Action: \_\_\_\_\_ Date: \_\_\_\_\_

City Action: \_\_\_\_\_ Date: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That We, Colton Spencer and MacKenzie Spencer, being the sole owners of the fee simple and to the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

Lot 15 of Fawn Hollow Addition to the City of Sallisaw, Sequoyah County, Oklahoma, Less the East 58.35 feet thereof.

AND A tract of land beginning at the SW corner of the NW/4 SW/4; thence North 220 feet; thence East 150 feet; thence South 220 feet; thence West to the point of beginning in Section 29, Township 12 North, Range 24 East, Sequoyah County, Oklahoma.

have caused the same to be surveyed, staked and platted and have caused the same to be named and designated "Spencer Addition a Replat of part of Lot 15 of Fawn Hollow and The West 150 feet of the South 220 feet of the NW/4 SW/4 of Section 29, T12N, R24E", an addition to the City of Sallisaw, Oklahoma. We hereby dedicate to the City of Sallisaw, its successors and assigns, all easements and streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

owner-Colton Spencer owner-MacKenzie Spencer

STATE OF OKLAHOMA SS COUNTY OF SEQUOYAH

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

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

Notary My Commission Expires

(SEAL)

SURVEYOR'S CERTIFICATE

I, Kelly Deburn, a competent surveyor and an Oklahoma Professional Land Surveyor under Registration No. 18235, do hereby certify that I have carefully and accurately surveyed and staked the property located in part of Lot 15 of Fawn Hollow and a part of the NW/4 SW/4 of Section 29, Township 12 North, Range 24 East as described on this plat and that monuments have been found or set near with cap placed have been placed at all property and lot corners and that the described plat is a true representation of said survey. The last allo visit was July 31, 2025. This survey meets the requirements of Oklahoma Minimum Standards.

Certificate of Authorization: #5391; Expires 6-30-2025. Witness my hand this the day of 2025.

Kelly Deburn, P.L.S.

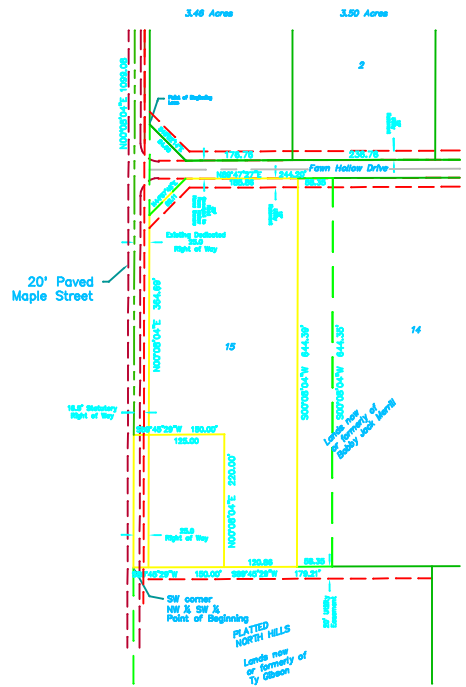
STATE OF OKLAHOMA SS COUNTY OF SEQUOYAH

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

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

Notary My Commission Expires

(SEAL)



# SPENCER ADDITION

An addition to the City of Sallisaw, being a Replat of part Lot 15 of Fawn Hollow and a part of the NW/4 SW/4 of Section 29, Township 12 North, Range 24 East, Sequoyah County, Oklahoma

Date: 08-2025 Scale: 1"=100'

Owner/Developer: Colton Spencer and MacKenzie Spencer

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

APPROVAL OF PLAT

The Board of Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Spencer Addition a Replat of part of Lot 15 of Fawn Hollow and The West 150 feet of the South 220 feet of the NW/4 SW/4 of Section 29, T12N, R24E", an addition to the City of Sallisaw, Oklahoma, and accepts the easements shown therein.

Dated this day of 2025. CITY OF SALLISAW

MAYOR ATTEST:

CITY CLERK (SEAL)

Approval by the City Planning Commission the day of 2025.

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

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

Dated the day of 2025.

COUNTY TREASURER

NOTES:

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

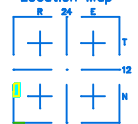
The Section line passing through this plat is subject to a 33.0' statutory right-of-way (16.5' on each side) as created by Volume 32, U.S. Statutes at Large, Page 722.

Block of Bearing is N 89°43'50"E along the South line of the SW/4 of Sect. 7 T11N R24E

All Lot measurements are to Lot Corners. All Lot measurements on Curves are arch length



Location Map



Location Map Scale: 1"=3000' Section 29 Sequoyah County, Okla.

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Rezoning

---

**ITEM TITLE:** Discussion and possible action on Planning Commission Case No. PC2025-008; rezoning request from Agriculture (A-1) to One-Family Residence District (R-1) by Colton and MacKenzie Spencer and Ordinance No. 2025-19; An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency

**INITIATOR:** Kelly Osburn, agent

**STAFF INFORMATION SOURCE:** Community Development Staff

**BACKGROUND:** Kelly Osburn, agent for Colton and MacKenzie Spencer, is requesting a rezoning from agriculture (A-1) to one-family residence (R-1) of Lot 15 of Fawn Hollow and a tract of land adjoining Lot 15 at the intersection of North Maple Street and Fawn Hollow. The intent is to construct a single-family dwelling. The Planning Commission heard this item on October 7th and recommended approval.

**EXHIBITS:**

1. PC25-008 App
2. PC2025-008 Notice of Hearing
3. PC25-008 Map 6x6
4. Ordinance No. 2025-19.Rezone.Spencer

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:**

1. Approval of Planning Commission Case No. PC2025-008 and Ordinance No. 2025-19.
2. Approval of Emergency Clause.

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission for a recommendation to the City Council for rezoning of the following described property to a District R1

General Location x North Maple

(Street Address)

Present Use of Property ~~Residential~~ Agricultural

Proposed Use of Property Residential

Record Owner of Property Colton & McKenzie Spencer

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

agent for,  other

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

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

Signed [Signature]

Address P.O. Box 1406 Sallisaw

Phone 918-774-4458

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: KM Date 7-14-25- 3:45pm

Application No.: \_\_\_\_\_

Requested: \_\_\_\_\_

Fee: 9,000005607

P.C Recommendation: Approval  Denial

Receipt: \_\_\_\_\_

Date: \_\_\_\_\_

City Commission: Approval  Denial

Date: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

CITY OF SALLISAW  
115 E CHOCTAW  
PO BOX 525  
Sallisaw OK 74955 918-775-6241

Receipt No: 9.000005607 Jul 16, 2025

OSBURN LAND SURVEYORS LLC

Previous Balance:	.00
License & Permits	
Misc Permits/Lic/GF	200.00
010-000-43350	
MISC LICENSES	

Total:	200.00
--------	--------

CHKMD/ Sweep	
Check No: 008471	200.00
Payor:	
OSBURN LAND SURVEYORS LLC	

Total Applied:	200.00
----------------	--------

Change Tendered:	.00
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07/16/2025 4:03 PM

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

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

Lot 15 of Fawn Hollow Addition to the City of Sallisaw, Sequoyah County, Oklahoma, Less the East 58.35 feet thereof.

AND

A tract of land beginning at the SW corner of the NW/4 SW/4; thence North 220 feet; thence East 150 feet; thence South 220 feet; thence West to the point of beginning in Section 29, Township 12 North, Range 24 East, Sequoyah County, Oklahoma.

has filed with the Sallisaw Planning Commission a written application # **PC 2025-008** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Agricultural to One-Family Residence District (R-1)**.

The undersigned will present said application to the Sallisaw Planning Commission on **October 7, 2025**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 17th day of September 2025.

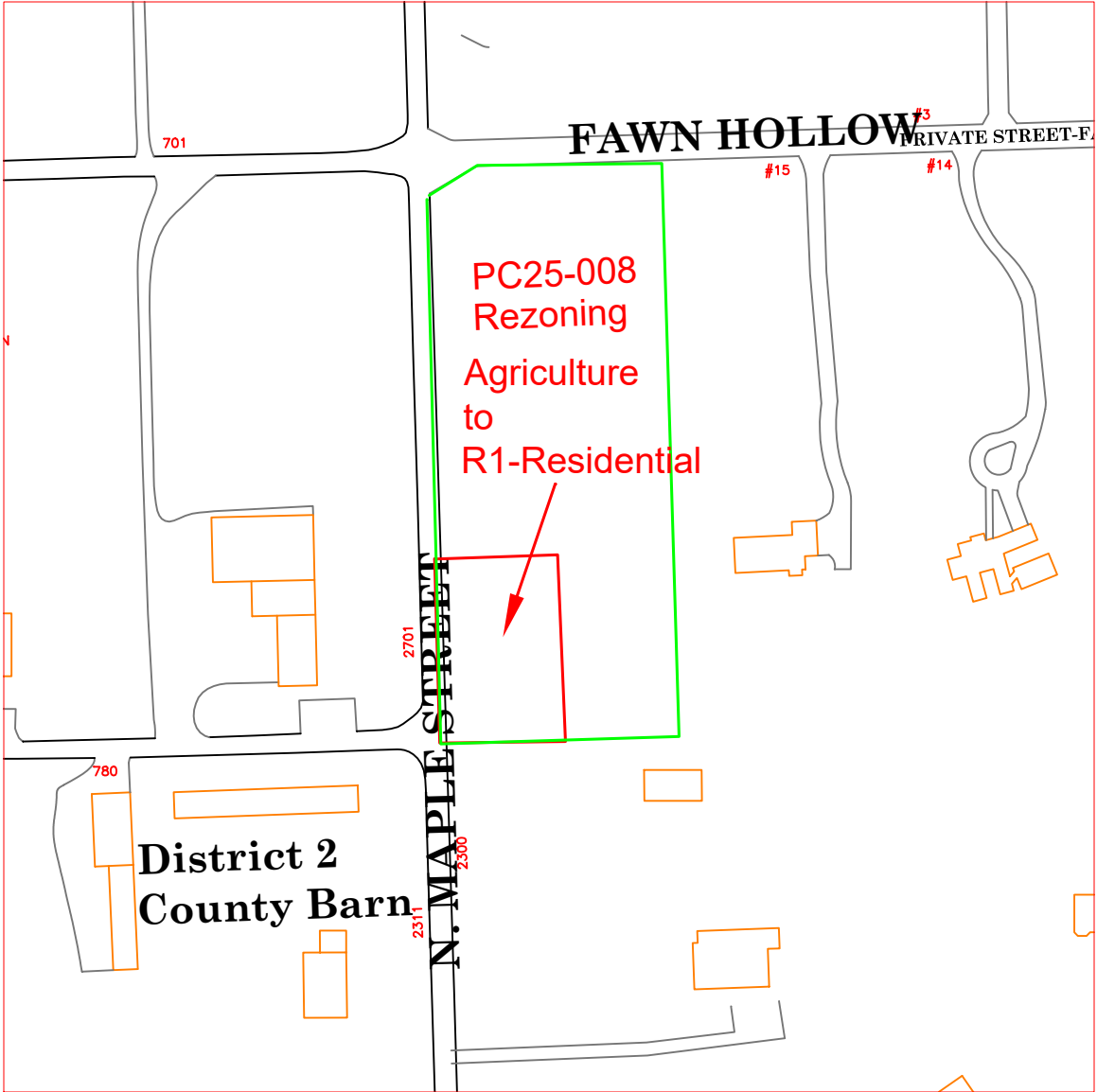
By: **Colton and McKenzie Spencer**  
Owner(s)

Or By: **Osburn Land Surveyors, LLC**  
Agent

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

**Bill To:**

**Osburn Land Surveyors, LLC**  
**PO Box 1406**  
**Sallisaw, OK 74955**



**ORDINANCE NO. 2025-19**

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

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

**SECTION 1.**

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

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

Lot 15 of Fawn Hollow Addition to the City of Sallisaw, Sequoyah County, Oklahoma, less the East 58.35 feet thereof.

And

A tract of land beginning at the SW corner of the NW/4 SW/4; thence North 220 feet; thence East 150 feet; thence South 220 feet; thence West the point of beginning in Section 29, Township 12 North, Range 24 East, Sequoyah County, Oklahoma.

be and the same is hereby changed from A-1 to R-1, which is owned by Colton Spencer and MacKenzie Spencer.

**SECTION 2.**

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

**Approved** this 13<sup>th</sup> day of October, 2025.

CITY OF SALLISAW, OKLAHOMA

BY:

\_\_\_\_\_  
**ERNIE MARTENS**, Mayor

ATTEST:

\_\_\_\_\_  
**KIM JAMISON**, City Clerk  
[SEAL]

Approved as to form and legality:

\_\_\_\_\_  
**JORDAN PACE**, City Attorney

**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Plat Presentation of June Addition

---

**ITEM TITLE:** Discussion and possible action on Planning Commission Case No. PC2025-009; plat presentation of June Addition by Richard Looper Construction, LLC

**INITIATOR:** Kelly Osburn, agent

**STAFF INFORMATION SOURCE:** Community Development Staff

**BACKGROUND:** Kelly Osburn, agent for Rich Looper Construction, LLC will present a plat of June Addition, an addition to the City of Sallisaw, for consideration. The property is located at 801 W. Arabian on the West side. The intent is to construct a single-family dwelling.

**EXHIBITS:** 1. PC2025-009 App  
2. 250826 June Addition PDF

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval of Planning Commission Case No. PC2025-009; plat of June Addition.

CASE # \_\_\_\_\_

PLANNING COMMISSION

REQUEST FOR PRELIMINARY PLAT APPROVAL

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

June Addition  
General Location 801 W. Arabian (West side of Prop)  
(Street Address)

Present Use of Property Ag

Proposed Use of Property Residential

Record Owner of Property Richard Loper

If Applicant is other than owner, indicate interest:  purchaser,  lessee,  
 agent for, Osburn Land Surveyors  other \_\_\_\_\_

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

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

Signed [Signature] Address 3615 W. Cherokee  
Phone 918-775-9322 Sallisaw Ok, 74955

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Present Zoning \_\_\_\_\_

Application No.: \_\_\_\_\_ Requested: \_\_\_\_\_

Fee Receipt: \_\_\_\_\_ P.C. Action \_\_\_\_\_

City Action: \_\_\_\_\_ Date: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_



**AGENDA ITEM COMMENTARY**

**Meeting Date:** October 13, 2025  
**Board:** Board of City Commissioners  
**Subject:** Rezone request from Agricultural District (A-1) to One-Family Residence District (R-1)

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**ITEM TITLE:** Discussion and possible action on Planning Commission Case No. PC2025-010; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Richard Looper Construction, LLC and Ordinance 2025-20; An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency

**INITIATOR:** Kelly Osburn, agent

**STAFF INFORMATION SOURCE:** Community Development Staff

**BACKGROUND:** Kelly Osburn, agent for Richard Looper Construction, LLC, is requesting a rezone of June Addition from Agricultural District (A-1) to One-Family Residence District (R-1). The property is located on the West side of 801 W. Arabian. The intent is to construct a single-family dwelling. The Planning Commission heard this item at their October 7th meeting and recommended approval.

- EXHIBITS:**
1. PC2025-010 app
  2. PC2025-010 Notice of Hearing
  3. PC2025-010 Publication Map
  4. Ordinance No. 2025-20.Rezone.Looper

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

- RECOMMENDATION:**
1. Approval of Planning Commission Case No. PC2025-010 and Ordinance No. 2025-20.
  2. Approval of Emergency Clause.

CASE # \_\_\_\_\_

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District \_\_\_\_\_

P.O. SE/4 NW/4 SE/4 30-12-24

General Location 801 W. Arabian West end  
(Street Address)

Present Use of Property Ag A-1 Agricultural District

Proposed Use of Property Residential R-1 one family residence

Record Owner of Property Richard Cooper

If Applicant is other than owner, indicate interest:  purchaser,  lessee,  
 agent for Bohann  other \_\_\_\_\_

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

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

Signed [Signature]  
Phone 918-775-9322

Address 3615 W. Cherokee  
Sullivan

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: \_\_\_\_\_ Date \_\_\_\_\_

Application No.: \_\_\_\_\_ Requested: \_\_\_\_\_

Fee Receipt: \_\_\_\_\_ P.C Date: \_\_\_\_\_

City Council: \_\_\_\_\_

Date: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

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

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

A 5.00-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the SE/4 NW/4 SE/4 of Section 30, Township 12 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on July 18, 2025. The basis of bearing for the described parcel is S00°08'06"W along the East line of the SE/4 and is more particularly described as:

Beginning at the SW Corner of said SE/4 NW/4 SE/4, said point being 1984.43 feet S89°53'24"W of the SE corner of the NE/4 SE/4; thence along the West line of the SE/4 NW/4 SE/4 N00°02'48"E 661.04 feet to an existing #4 rebar marking the NW Corner of said SE/4 NW/4 SE/4; thence along the North line thereof N89°55'57"E 377.72 feet to a set magnail w/shiner; thence S04°06'24"W 259.13 feet to a fence angle corner post; thence along and beyond said fence S00°02'21"W 78.77 feet to a set #3 rebar w/cap; thence N89°25'37"W 20.54 feet to an existing fence corner post; thence along said fence S28°02'32"W 76.47 feet to a fence angle corner post; thence along and beyond said fence S08°16'59"W 259.15 feet to a set magnail w/shiner on the South line of said SE/4 NW/4 SE/4; thence along said South line S89°53'24"W 265.82 feet to the point of beginning.

has filed with the Sallisaw Planning Commission a written application # **PC 2025-0010** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Agricultural District (A-1) to One-Family Residence District (R-1)**.

The undersigned will present said application to the Sallisaw Planning Commission on **October 7, 2025**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 17th day of September 2025.

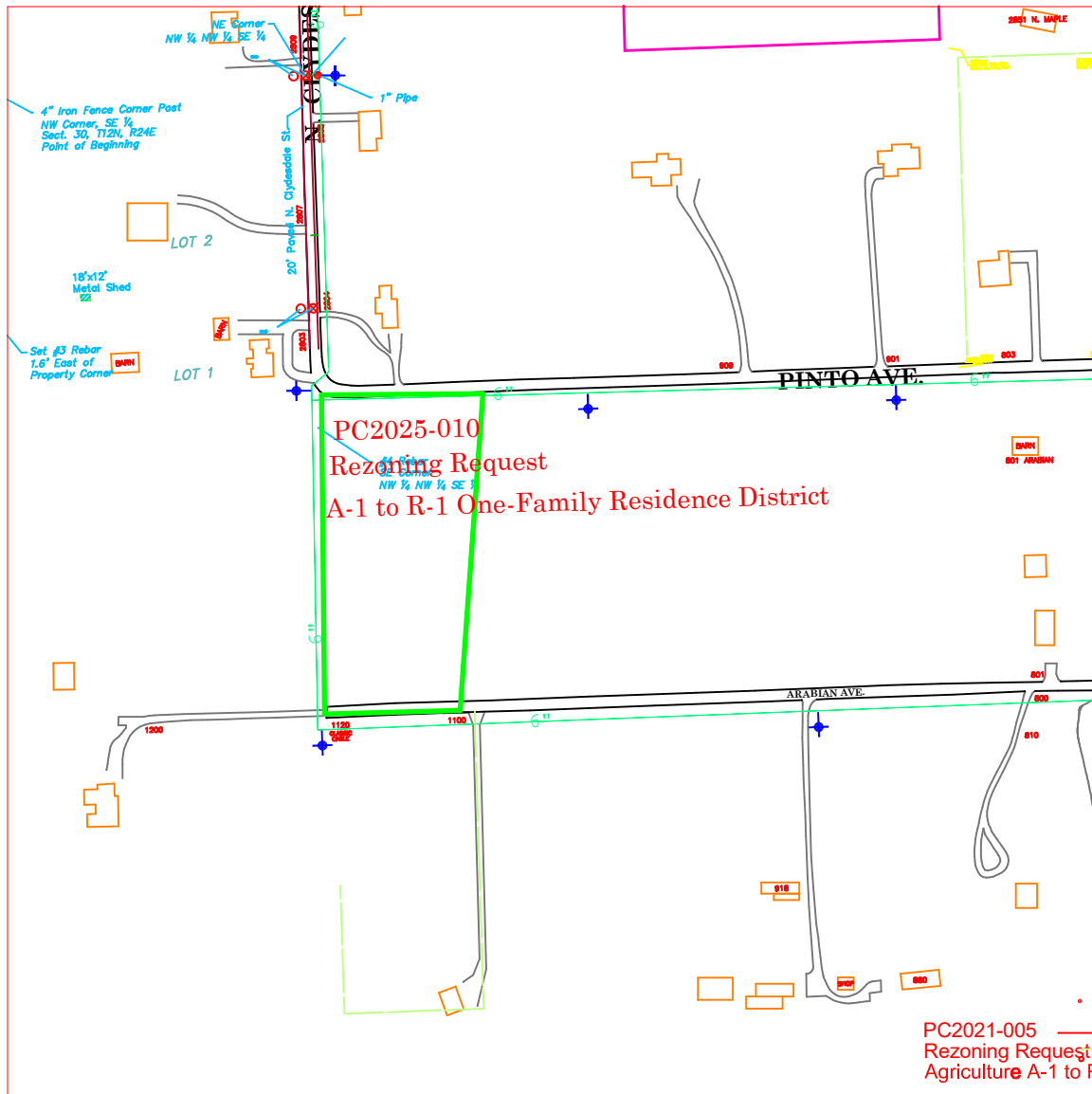
By: **Richard Looper Construction, LLC**  
Owner(s)

Or By: **Osburn Land Surveyors, LLC**  
Agent

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

**Bill To:**

**Osburn Land Surveyors, LLC**  
**PO Box 1406**  
**Sallisaw, OK 74955**



**ORDINANCE NO. 2025-20**

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

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

**SECTION 1.**

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

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

A 5.00-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the SE/4 NW/4 SE/4 of Section 30, Township 12 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on July 18, 2025. The basis of bearing for the described parcel is S00°08'06"W along the East line of the SE/4 and is more particularly described as:

Beginning at the SW Corner of said SE/4 NW/4 SE/4, said point being 1984.43 feet S89°53'24"W of the SE corner of the NE/4 SE/4; thence along the West line of the SE/4 NW/4 SE/4 N00°02'48"E 661.04 feet to an existing #4 rebar marking the NW Corner of said SE/4 NW/4 SE/4; thence along the North line thereof N89°55'57"E 377.72 feet to a set magnail w/shiner; thence S04°06'24"W 259.13 feet to a fence angle corner post; thence along and beyond said fence S00°02'21"W 78.77 feet to a set #3 rebar w/cap; thence N89°25'37"W 20.54 feet to an existing fence corner post; thence along said fence S28°02'32"W 76.47 feet to a fence angle corner post; thence along and beyond said fence S08°16'59"W 259.15 feet to a set magnail w/shiner on the South line of said SE/4 NW/4 SE/4; thence along said South line S89°53'24"W 265.82 feet to the point of beginning.

be and the same is hereby changed from A-1 to R-1, which is owned by Rich Looper Construction, LLC

**SECTION 2.**

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

**Approved** this 13<sup>th</sup> day of October, 2025.

CITY OF SALLISAW, OKLAHOMA

BY:

\_\_\_\_\_  
**ERNIE MARTENS**, Mayor

ATTEST:

\_\_\_\_\_  
**KIM JAMISON**, City Clerk  
[SEAL]

Approved as to form and legality:

\_\_\_\_\_  
**JORDAN PACE**, City Attorney

## ADMINISTRATIVE REPORTS

<b>Meeting Date:</b>	October 13, 2025
<b>Board:</b>	Board of City Commissioners
<b>Subject:</b>	

### Upcoming Events:

October 31st--Halloween on Elm - Hosted by the PD

November 10th--next meeting

November 11th--Veterans Day - City Holiday

November 20th--Tree lighting

November 27th & 28th--Thanksgiving - City Holiday

Christmas 25th & 26th - Christmas - City Holiday

January 1st - New Years - City Holiday

### City Manager Reports:

Auction slated for October 18th.

Fall clean up will occur the last week of October with Chunk-Your-Junk happening on 25th and crews out working in our parks, ditches and roadways.

### City Projects:

AMI project is "paused" for the moment. They will be back this fall to finish the water meters that we have and all of the electric meters.--Expectation management...if your water meter was swapped out, there is a decent chance that your bill will go up. It should not go up astronomically. If it does, reach out to us, and we will work through it. Your old meter was probably underreading your usage. Expect the bill/new meter to accurately reflect your usage up to a 50-75% increase in usage. Anything over that...please reach out to us. For example if a family of four was only registering 2-3k gallons (or less) on the old meter, the "AMI bill" will most likely be higher and more accurate.

Skate Park--we will begin the process to get that design to 100% and bid to start the process with dirt turning hopefully by OCT

Soccer fields--we were awarded the grant funding and will be going back out for bid in the following months with the goal of turning dirt and laying sod over the winter through early spring and playing on it next fall.

Storm Recovery--crews are still cleaning up debris from the storm. We have engaged with the OK OEM to seek reimbursement. Huge thank you to everyone that helped, Tahlequah, Stillwell, Cherokee Nation, Red Cross, Marble City, GRDA, the DOC, our own City staff and field crews, and the countless neighbors, business owners, and equipment operators that lent a hand in getting the lights turned back on and safely back to "normal".