

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

November 10, 2025

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Recognize those Veteran's present**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Consent agenda**
 - (a) Possible action on minutes of regular meeting of October 13, 2025
 - (b) Possible action on Invoice Paid Report for October 2025.
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Possible action to recess the Board of City Commissioners meeting in order to call the Sallisaw Municipal Authority meeting to order**

- 9. Possible action to reconvene the Board of City Commissioners meeting**
- 10. Discussion and possible action on Resolution 2025-15; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements***
- 11. Discussion and possible action on the 2026 Calendar Year Schedule of Regular Meeting Dates**
- 12. Discussion and possible action on items related to a Drug and Violent Crime Task Force Agreement between the District Attorney's Office of District 27 and the City of Sallisaw**
 - (a) Possible action on Resolution 2025-16; *A Resolution Authorizing Execution of a Interlocal Cooperation Agreement with the District Attorney, Oklahoma District No. 27 Providing for an Officer of the Sallisaw Police Department be Assigned to the District 27 Multi-Jurisdictional Drug and Violent Crime Task Force*
 - (b) Possible action on District 27 Multi-Jurisdictional Drug and Violent Crime Task Force Agreement
- 13. Discussion and possible action on Purchase Order No. 107135, issued to Spatco Energy Solutions of Fort Smith, Arkansas, in the amount of \$31,467.25 for the purchase of a Automatic Tank Gage (ATG) for Equipment Services**
- 14. Discussion and possible action on Resolution No. 2025-17; *A Resolution Authorizing the Correction of Title and Transfer of Real Property Erroneously Listed in the Name of the City of Sallisaw***
- 15. Discussion and possible action on Purchase Order No. 107134, issued to VIP Technology Solutions Group of Coweta, Oklahoma, in the amount of \$23,332.07 for an upgraded Verkada Access Control Panel for the security system at City Hall**
- 16. Discussion and possible action on Property Damage Release Form and offer of payment in the amount of \$50,000.00 from Shelter Insurance; the claim was a result of damage to the traffic signal controller assembly at Cherokee Avenue and Maple Street. The actual cost of repair was \$55,500.00**
- 17. Receive update on current and future projects**

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

19. Administrative reports

20. Adjourn

Posted: NOVEMBER 6, 2025

Time: 5:15 P.M.

KIM JAMISON

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

OCTOBER 13, 2025

The Board of City Commissioners met in a regular meeting on October 13, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on October 9, 2025, at 2:00 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Brian Heverly, Kim Jamison, Robin Haggard, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Tucker Martens, Blakely Smith, Jarod Vinson, Gene Martin, Matt Morris, Jamie Phillips,	City Manager City Clerk Director of Finance Building Development Director Economic Development Director Computer Technician Senior Code Inspector IT Manager Lieutenant Director - Electric Director - Water Treatment Director - Equipment Services Director - Water/Sewer Director - Solid Waste
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Others present:	Lynn Adams; Tim A. Foote; Patty McHenry; Ty McHenry; Rich Looper; Tyler Davis; Gloria Neer; Mike Neer; Jennifer Jones; Denise Kostka; Ryan Hilgendorf; Johanna Champany; Daryl Jones Others Unidentified.
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1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

The City Manager led everyone in the Pledge.

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

None.

5. Consent agenda

a Possible action on 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

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

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

None.

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

Motion was made by Moody, seconded by Hamilton, to declare list of items as surplus.

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

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)*

Motion was made by Mendiola, seconded by Hamilton, for approval of Resolution 2025-13. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2025-14. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola, seconded by Bailey, for approval of the emergency clause. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval to invest (Reserve CD) with Local Bank for 182 days at 4.27% interest. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Moody, for approval of Purchase Order No. 106834 in the amount of \$52,700.00. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Hamilton, for approval of Purchase Order No. 106835 in the amount of \$31,500.00. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Purchase Order No. 106836. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Moody, for approval of Purchase Order No. 106846 issued to Municipal Emergency Services in the amount of \$22,586.00. Vote: Bailey aye; Moody aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Hamilton, seconded by Moody, for approval of Purchase Order No. 106847, issued to Rep Com International, LLC of Venice, Florida, in the amount of \$25,245.00. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Purchase Order No. 106876. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No.

106891 in the amount of \$23,353.21. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Moody, for approval of the overage in the amount of \$2,091.17. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Public Hearing opened at 6:19 p.m. and closed at 6:30 p.m.

a Hear from Mr. Billy McHenry of McHenry Family Farms

Mr. Billy McHenry addressed the Council regarding his proposed family-owned hatchery to be located on his 20-acre property. He clarified that the facility is a small hatchery, not a chicken house, and will be clean, quiet, and screened by existing trees. Operations will occur one day per week with minimal noise, traffic, or odor. Hatch waste will be removed the same day by a licensed contractor.

The building will be a 120' x 160' metal structure located in the southwest corner of the property. McHenry stated the project will create 10–15 full-time jobs at \$18–\$20 per hour and that the operation will meet state certification and bio-security standards.

b Hear from those citizens that signed up, prior to the beginning of the meeting

None.

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)**

Motion was made by Mendiola, seconded by Moody, for approval of Ordinance 2025-17 with Option 2 allowing poultry-related activities with changes to a setback of 200' from side or rear property line adjacent to residentially zoned property by a separate owner.

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

21. Presentation regarding Diamondnet migration away from traditional Cable

Staff presented an update on the transition from traditional cable television service to streaming-based options through partnership with MyBundle TV. The change is due to rising programming costs, outdated equipment, and the industry shift away from RF video. Customers are being assisted through outreach efforts, promotional incentives, and a “white glove” installation service. The final transition date is January 5. Council discussion included customer cost savings, available streaming alternatives, and maintaining access to Oklahoma news and weather coverage.

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

Mayor Martens opened the Public Hearing at 6:53 p.m. Travis Buchanan, Code Enforcement, presented the case to the Board. No other comments. The Public Hearing ended at 6:54. Motion was made by Mendiola, seconded by Moody, to declare Case #10-25-2C a public nuisance and directed staff to abate. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Mayor Martens opened the Public Hearing at 6:55 p.m. Travis Buchanan, Code Enforcement, presented the case to the Board. The Public Hearing ended at 6:57 p.m. Motion was made by Hamilton, seconded by Moody, on Case #10-25-3C to declare as a public nuisance and condemnation of dilapidated structure. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Planning Commission Case No. PC 2025-007; Plat of Spencer Addition. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Moody, seconded by Hamilton, for approval of Planning Commission Case No. PC2025-008 and Ordinance No. 2025-19. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. Motion was made by Moody, seconded by Hamilton, for approval of the emergency clause. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Hamilton, for approval of Planning Commission Case No. PC2025-009; Plat of June Addition. Vote: Bailey aye; Hamilton aye; Moody aye; Mendiola aye; Martens aye. Motion carried 5-0.

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

Motion was made by Bailey, seconded by Hamilton, for approval of Planning Commission Case No. PC2025-010 and Ordinance No. 2025-20. Vote: Bailey aye; Hamilton aye; Moody aye; Mendiola aye; Martens aye. Motion carried 5-0. Motion was made by Bailey, seconded by Hamilton, for approval of emergency clause. Vote: Bailey aye; Hamilton aye; Moody aye; Mendiola aye; Martens aye. Motion carried 5-0.

28. Receive update on economic development and grant activities

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

29. Receive update on current and future projects

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

30. 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.

31. Administrative reports

The City Manager gave updates/information on: Upcoming events and meeting dates; Auction and fall clean-up activities; AMI Project; Skate park and soccer fields; Storm Recovery.

32. Adjourn

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

Approved this 10th day of November 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: Resolution 2025-15

ITEM TITLE: Discussion and possible action on Resolution 2025-15; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements*

INITIATOR: Ctiy Clerk

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: Approval of Resolution 2025-15 will give the public notice of the current codification of ordinances of the City of Sallisaw, up to and including August 11, 2025; *Supplement No. 28*

EXHIBITS: 1. City.Resolution 25.15.Penal Ordinance

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2025-15.

RESOLUTION 2025-15

A RESOLUTION APPROVING AND ADOPTING THE PUBLICATION OF THE PENAL ORDINANCES WITH SUPPLEMENTS

WHEREAS, 11 Oklahoma Statutes, Section 14-109, requires that each municipality shall publish penal ordinances and biannual supplements; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that the municipality adopt a resolution notifying the public of the publication of the penal ordinances and biannual supplements and that a copy of the resolution be filed in the office of the County Clerk; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that one copy of the permanent volume of ordinances and of the penal supplements be deposited in the County Law Library; and

WHEREAS, the City of Sallisaw, Oklahoma, has adopted and does hereby adopt the Sallisaw City Code, 2004, which includes all ordinances and parts of ordinances of a permanent and general nature passed prior to December 13, 2004 and in effect at the time such Code was adopted, and the City of Sallisaw, Oklahoma, has adopted numerous ordinances during the period of time from December 13, 2004 through August 11, 2025, which have now been placed into the loose-leaf Code of Ordinances of the City of Sallisaw.

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

SECTION 1.

The public will take notice that the City of Sallisaw, Oklahoma, has adopted and published the Sallisaw City Code, 2004, and adopted and published supplements to the Sallisaw City Code, which code and supplements cover the Ordinances of the City of Sallisaw up to and including August 11, 2025.

SECTION 2.

That three copies of said Sallisaw City Code, as supplemented to August 11, 2025, are kept in the office of the City Clerk of the City of Sallisaw, Oklahoma, for public use, inspection and examination. The City Clerk also has copies of said Sallisaw City Code, as supplemented to August 11, 2025, for sale.

SECTION 3.

The Sallisaw City Code, as supplemented to August 11, 2025, may also be viewed online at www.sallisawok.org.

SECTION 4.

That a copy of this Resolution shall be filed in the office of the County Clerk of Sequoyah County, Oklahoma.

SECTION 5.

One copy of said Sallisaw City Code, as supplemented to August 11, 2025, shall be filed with the County Law Library, Sequoyah County Courthouse, Sallisaw, Oklahoma.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA,
this 10th day of November, 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

Approved as to Form and Legality:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: 2026 Regular Meeting Dates

ITEM TITLE: Discussion and possible action on the 2026 Calendar Year Schedule of Regular Meeting Dates

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Regular meetings are scheduled for the 2nd Monday of each month immediately following the Board of City Commissioners meeting. No conflicts were found.

Month	2nd Monday Date
January	January 12, 2026
February	February 9, 2026
March	March 9, 2026
April	April 13, 2026
May	May 11, 2026
June	June 8, 2026
July	July 13, 2026
August	August 10, 2026
September	September 14, 2026
October	October 12, 2026
November	November 9, 2026
December	December 14, 2026

EXHIBITS:

KEY ISSUES: Meeting dates and time are set by Ordinance.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of 2026 Regular Meeting Dates as presented.

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: Task Force

ITEM TITLE: Discussion and possible action on items related to a Drug and Violent Crime Task Force Agreement between the District Attorney's Office of District 27 and the City of Sallisaw

INITIATOR: District Attorney's Office
Captain - Hutchinson

STAFF INFORMATION SOURCE: Captain - Hutchinson

BACKGROUND: The Police Department has always had an agreement with the DA. They want to start making a yearly agreement. This will give my detectives justification for further investigating anything that happens in the city limits.

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Resolution 2025-16.
b. Approval of District 27 Multi-Jurisdictional Drug and Violent Crime Task Force Agreement.

RESOLUTION 2025-16

A RESOLUTION AUTHORIZING EXECUTION OF A INTERLOCAL COOPERATION AGREEMENT WITH THE DISTRICT ATTORNEY, OKLAHOMA DISTRICT NO. 27 PROVIDING FOR AN OFFICER OF THE SALLISAW POLICE DEPARTMENT BE ASSIGNED TO THE DISTRICT 27 MULTI-JURISDICTIONAL DRUG AND VIOLENT CRIME TASK FORCE

WHEREAS, the City of Sallisaw has an opportunity to enter into an Interlocal Cooperation Agreement thereto with the District Attorney’s Office of District 27, providing for a CLEET certified police officer of the City of Sallisaw be assigned by the Chief of Police to the District 27 Multi-Jurisdictional Drug and Violent Crime Task Force, and the City of Sallisaw find that it is beneficial to the Citizens of Sallisaw to enter into said Agreement.

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

That the City of Sallisaw, Oklahoma enter into an Interlocal Cooperation Agreement thereto with the District Attorney’s Office of District 27 according to the terms thereof.

Be it further resolved that the said Board of City Commissioners of the City of Sallisaw, Oklahoma, finds, determines, and declares that Ernie Martens, Mayor of the City of Sallisaw, and Terry Franklin, Chief of Police of the City of Sallisaw, be and they are hereby authorized and directed to execute said agreement for the City of Sallisaw, Oklahoma.

PASSED AND APPROVED this 10th day of November, 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

**DISTRICT 27 MULTI-JURISDICTIONAL DRUG AND VIOLENT
CRIME TASK FORCE**

This agreement is entered into between the District Attorney's Office of District 27 and the undersigned law enforcement agency, of which is located within the jurisdictional limits of the District Attorney of District 27, State of Oklahoma, to participate in the "District 27 Multi-Jurisdictional Drug and Violent Crime Task Force," hereinafter referred to as "Drug and Violent Crime Task Force," as authorized by and pursuant to Title 11 O.S. §34-103, Title 19 O.S. §215.35A, Title 51 O.S. §6, and the "Interlocal Cooperation Act," Title 74 O.S. §1001 et.seq.

This agreement provides for effective interlocal cooperation of law enforcement agencies within District 27, and no separate legal entity shall be deemed to have been created hereby.

1. **Purpose.** The purpose of the Drug and Violent Crime Task Force is to coordinate, facilitate, and implement law enforcement investigations and the effective prosecution of importation, manufacturing, distribution, possession, and use of illegal drugs and controlled dangerous substances within and throughout the District. In addition to narcotics related offenses, it is also the purpose of the Drug and Violent Crime Task Force to coordinate, facilitate, and implement law enforcement investigations and the effective prosecution into perpetrators of violent crime, and well as provide services to victims of violent crime.
2. **Objectives.** The objectives of the Drug and Violent Crime Task Force are to (1) reduce the availability of street drugs, (2) reduce the import of illegal narcotics from sources outside the district, (3) reduce and limit the number of drug related homicides, (4) develop, maintain, and assimilate intelligence data and files regarding criminal activity, and to disseminate criminal intelligence to

appropriate federal, state, tribal, and local law enforcement agencies, (5) improve and increase investigative technology resources available to law enforcement agencies throughout the district in relation to illegal drug activities and investigations, (6) to provide and increase inter-agency cooperation in drug related investigations, (7) reduce drug trafficking over major interstate trafficking routes through the district as well as interjurisdictional drug trafficking, (8) provide effective drug education and prevention programs to law enforcement officers and all segments of the general public, (9) increase awareness and recognition of the general public of illegal drug activity indicators and the reporting thereof to law enforcement, (10) reduce violent criminal activity within the district, and (11) provide resources for victims of violent crime.

3. Governing Body Approval-Interlocal Cooperative Agreement.

The participation of county and municipal law enforcement agencies and/or their officers in the Drug and Violent Crime Task Force shall require the approval of this cooperative agreement by the governing body of each participating agency. This agreement shall include and constitute an inter-local cooperative agreement between each of the county and municipal entities approving and entering into this agreement hereby authorizing, consenting, and making it possible for Drug and Violent Crime Task Force Officers from member jurisdictions to assist or operate in each other's jurisdiction, if necessary, as provided by Title 11 O.S. §34-103, Title 19 O.S. §215.35A, Title 51 O.S. §6 and the "Interlocal Cooperation Act," Title 74 O.S. §1001 et.seq.; subject to the limitations and restrictions set forth in this agreement and the "Policies and Procedures" adopted and implemented in conjunction with this agreement.

4. Drug Task Force Administrator/Coordinators. This agreement shall be administered by the District Attorney, and no new entity

shall be created hereby. Coordination of all Drug Task Force operations shall be administered by and through the office of the District Attorney of District 27, or his designated "Coordinators". The District Attorney shall designate a Task Force Director and Agent-in-Charge who shall be responsible for administering all joint and cooperative undertakings pursuant to this agreement.

5. **Officers Assigned to Drug Task Force.** Upon the request and subject to the approval of the Agent-In-Charge, the Director, and the District Attorney, each of the law enforcement agencies joining in this agreement hereby expressly agree to provide C.L.E.E.T. certified officers to the Drug Task Force, as those officers can be made available by the involved law enforcement agency. In furtherance of the goals and objectives of the Drug Task Force as set forth in this agreement, officers assigned to the Drug Task Force may be commissioned as an "Investigator" in accordance with 19 O.S.A. § 215.35A by the District Attorney who shall issue "D.A. Investigator" credentials upon certification of compliance with the qualifications set forth in this Agreement, the "Policies and Procedures Manual", and other educational and training requirements of the District Attorney.
6. **Joint Exercise of Powers, Privileges, and Authority.** Pursuant to 11 O.S. §34-103, the mayors and chiefs of police of each municipality, and the County Commissioners and the sheriffs of each county participating in this Agreement hereby authorize and approve all officers commissioned as "Investigators" in the Drug Task Force to assist and/or operate within the jurisdiction of each and all of the member jurisdictions, if necessary, with full law enforcement authority, powers and jurisdiction within District 27 under the following guidelines:

a. Municipal officers that have been commissioned as “D.A. Investigators” shall not be authorized to act with commission authority outside of the municipal agency’s jurisdictional limits unless initial contact for a traffic offense or other violation of law by a subject has been initiated within the jurisdictional limits of the Investigator’s employing jurisdiction; and/or

b. Municipal officers that have been commissioned as “D.A. Investigators” have received prior approval and authorization from the Drug Task Force Director, Agent-In-Charge, First Assistant District Attorney, or District Attorney to engage in a drug related investigation or enforcement activity outside the Investigators municipal jurisdiction; provided,

c. Prior to any municipal officers commissioned as a D.A. Investigator engaging in any authorized investigation or other enforcement activity within the jurisdictional limits of any other participating municipality, the Agent-In-Charge, Director, First Assistant District Attorney or District Attorney shall notify the chief of police or Drug Task Force Investigator of the municipality within which the outside Investigator(s) will be operating; further,

d. The chief of police or any municipal officer commissioned as a D.A. Investigator from the municipality in which an outside Investigator is to conduct an investigation or other enforcement activity may elect to participate and be directly involved in the investigation or other enforcement activity within its jurisdiction.

7. Duties of Assigned Officers. All Drug Task Force Agents or Investigators shall comply with and be subject to all policies and procedures set forth in the Task Force “Policies and Procedures Manual”. It will be the duty of all assigned officers to: (1) question individuals who are arrested or detained by his agency to obtain any possible source of information or confidential informants who would be willing to make controlled purchases of controlled dangerous substances for the Drug Task Force, (2) cooperate with other Drug

Task Force officers in the investigation of drug related cases, (3) provide support for Drug Task Force operations within the participating agency's jurisdictional limits and the reasonable vicinity thereof, and (4) aid and assist the Drug Task Force in its education and prevention programs within the participating agency's jurisdictional limits.

All activities of assigned officers to the Drug Task Force shall continue to be subject to the policies and procedures of the participating agency, and to the extent not inconsistent with such policies and procedures, shall be further subject to the policies and procedures established by the Drug Task Force Administrator or designated officer in charge of any joint investigation or other Drug Task Force activity.

8. **Liability for Acts or Omissions-Insurance.** Liability for all acts or omissions of individual officers, alleged to have been committed within the course of carrying out the duties and purposes of the Drug Task Force shall remain with the participating agency to the same extent as otherwise provided by law
 - a. Each agency shall save and hold harmless and defend the other agency, Drug Task Force, and District Attorney from and against all claims and liability for loss, damage, or injury or death of third parties caused by or attributed to its own officer engaged in activities of the Task Force except for willful misconduct.
 - b. Each agency will provide, accept liability, and be solely responsible under the Workman's Compensation Act, in the event personal injuries occur to their officer(s) while engaged in Task Force activities.
 - c. Each agency shall, during the entire time of participation, maintain sufficient insurance to cover its obligations and liability for its officers. This will include, but is not limited to, coverage of officer and vehicle, while operating a vehicle, even though the vehicle may be owned by another agency.

9. **Officer Compensation.** The District Attorney's Office of District 27 shall provide the only full time officers dedicated to the activities of the Drug Task Force, and all salaries, compensation, benefits, and expenses for services rendered, including but not limited to worker's compensation, injury leave, vacations and sick pay to which such full time officers are entitled shall be paid under their employment contract with the District Attorney's Office.

All participating law enforcement agencies hereby agree that each and every officer assigned to the Drug Task Force will be paid any and all compensation, salaries and benefits to which the officer is entitled by the participating agency, and no compensation or benefits shall be paid directly or indirectly, to any assigned officer or participating agency by the Drug Task Force or D.A.'s Office of District 00. Compensation as used in this paragraph includes all normal salary and benefits for services rendered, and further includes worker's compensation benefits, injury leave benefits and other benefits to which the officer would be entitled under his employment contract with the participating law enforcement agency.

10. **Financing/Property.** The Drug Task Force will not acquire or own any real property. Any tangible personal property acquired by the Task Force shall belong to the District Attorney of District 00. Property seized according to law shall be disposed of through recognized forfeiture procedures. The Drug Task Force may apply for State and Federal grants, and may receive private donations of money to further the purposes of the Drug Task Force.

All participating agencies agree to use their best efforts to make available through their designated Drug Task Force officers such material, equipment, vehicles, and other necessary items as may be mutually agreed by the participating agencies.

In addition, any property seized by or through the operations of the Drug Task Force by officers acting under the authority of this

Agreement shall be forfeited as provided by law. All funds derived from forfeitures shall be divided, after cost of forfeiture, with fifty percent (50%) to the agency or agencies involved in the seizure of property, and fifty percent (50%) to the Drug Task Force/District Attorney's Office. The division of forfeiture funds pursuant to this Agreement shall apply only to Drug Task Force seizures. Separate agreements between the District Attorney's Office and law enforcement agencies shall be controlling over this Agreement with respect to all seizures and forfeitures initiated by various law enforcement agencies acting within their respective jurisdictions.

11. **Use of Drug Task Force Funds:** All funds received by or for the Drug Task Force, regardless of source, shall be administered by the Administrator for the operations of the Drug Task Force. The Administrator is authorized to budget and allocate such funds to pay for:
 - a. Salaries and benefits of full time officers/investigators employed and provided by the District Attorney's office.
 - b. The expenses incurred in the operation of the Drug Task Force for office and administrative expenses as well as travel and mileage;
 - c. "Confidential funds/buy money" to be used by the Drug Task Force Investigators according to guidelines established by the District Attorneys Council, Bureau of Justice, and/or Administrator;
 - d. Drug education and prevention programs;
 - e. Drug enforcement educational programs for participating agencies and officers;
 - f. Other reasonable expenses incurred in furtherance of the operations and investigations of the Drug Task Force; and

g. Payment of matching requirements for Task Force Grants with funds obtained from sources other than grant funds received by the Task Force.

12. **Duration.** This agreement shall become effective upon approval hereof by the Attorney General of Oklahoma, and shall be automatically renewed for additional one-year periods beginning July 1 of each calendar year until terminated by the District Attorney, or as hereinafter provided.
13. **Withdrawal and/or Termination.** Any agency may withdraw and terminate its participation at any time by serving written notice thereof to the Agent-In-Charge, the Director, the First Assistant District Attorney, the District Attorney, or the Drug and Violent Crime Task Force Administrator. Any such notice shall be effective upon receipt of such notice by one of these parties, or at such other time at a later date as may be set forth in the written notice. The District Attorney may terminate this Agreement at any time upon the service of written notice thereof to all participating agencies.
14. **Approval of Attorney General.** This Agreement shall be submitted to the Attorney General of Oklahoma for approval pursuant to the "Interlocal Cooperation Act" of the State of Oklahoma.
15. **Filing of Agreement.** Upon approval hereof by the Attorney General, this Agreement shall be filed with the County Clerks of the respective counties in which participating agencies are located, and the with the Oklahoma Secretary of State.

Approved and entered into by the undersigned on the date immediately preceding their signatures.

Approval by the District Attorney's Office of District 27, State of Oklahoma:

Approved and Executed by me, the duly acting District Attorney of District 27, State of Oklahoma, on this _____ day of _____, 2025.

Jack Thorp
District Attorney, District 27

STATE OF OKLAHOMA)
) SS
CITY OF _____)

The above and foregoing confirmation of the Agreement, was duly approved at a public meeting by the governing body of the City of _____, the governmental subdivision having jurisdiction over the subject law enforcement agency, and Chief of Police or County Sheriff, as the case may be, and any police officer as he or she may designate is authorized to participate in the drug task force as set out in the Agreement, as amended. Further, the execution of this Agreement by the Mayor, Chairperson, or Chief Executive Officer of such political subdivision, and by the Chief of Police or Sheriff, as the case may be, of the affected law enforcement agency, is hereby approved.

Witness my official signature this _____ day of _____, 20____.

CITY OF _____, OK

By: _____

Mayor

By: RL. TERRY FRANKLIN

Chief of Police

Attest:

City Clerk

Approval by the Attorney General of the State of Oklahoma

I the undersigned, _____, Assistant Attorney General for the State of Oklahoma, do hereby approve the above and foregoing Interlocal Cooperation Agreement as to form and content under 74 O.S. 2001 §1004(f) on this ____ day of _____, 2025.

Assistant Attorney General of Oklahoma

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: ATG

ITEM TITLE: Discussion and possible action on Purchase Order No. 107135, issued to Spatco Energy Solutions of Fort Smith, Arkansas, in the amount of \$31,467.25 for the purchase of a Automatic Tank Gage (ATG) for Equipment Services

INITIATOR: Director - Equipment Services

STAFF INFORMATION SOURCE:

BACKGROUND: The Corporation Commission no longer allows the use of monitoring wells that would detect a fuel leak at our site due to the fact the groundwater table is too high. Purchase of this computerized system will monitor the liquid levels in the fuel tanks and detect any leaks. It has the capability to send an alert if there is a leak and/or water in the system. Allows us to print reports showing fuel levels.

EXHIBITS: 1. 20108095 - CITY OF SALLISAW

KEY ISSUES:

- A Recent Notice of Violation was issued by the Corporation Commission due to the fact that the groundwater table was too high.
- If approved, the plan is for the ATG to be installed at the same time as the new fuel tanks (around January).

FUNDING SOURCE: GL - # 030-404-57710 Fuel Tanks

RECOMMENDATION: Approval of Purchase Order No. 107135 issued to Spatco Energy Solutions in the amount of \$31,467.25



Ship-to Address
 CITY OF SALLISAW
 111 NORTH ELM
 SALLISAW OK 74955

Bill-to Address
 CITY OF SALLISAW (HQ)
 PO Box 525
 SALLISAW OK 74955

Quotation	
Number	20108095
Date	Oct 29, 2025
Customer Number	1053394
Valid from	Oct 29, 2025
Valid to	Nov 13, 2025
Sales Person	257, James, Cliff
Sales Office	0058, Fort Smith

Currency USD

Conditions:

Terms of Payment: Net 30
 Terms of Delivery: FOB SHIPPING POINT

Item	Item Detail		
10	Material:	INSTALLATION PRICE	Installation - Contract Price
SPATCO ENERGY SOLUTIONS Scope of Work:			
PROVIDE AND INSTALL A VEEDER ROOT TLS4 ATG WITH PRINTER.			
PROVIDE AND INSTALL (3) ADDITIONAL CONDUITS TO THE TANKS AND ISLAND. NOTE: THIS IS A LARGER PROJECT AND ELECTRICAL WILL BE GOING IN FOR IT, SO CONCRETE WILL ALREADY BE REMOVED FOR THE OTHER PROJECT. APPROXIMATELY 150' PER RUN.			
TEST.			
NOTES:			
QUOTE ASSUMES WE ARE MOUNTING THE ATG JUST INSIDE THE BUILDING WALL CLOSEST TO THE TANKS			
ANYTHING OUTSIDE OF THIS SCOPE OF WORK WILL REQUIRE A CHANGE ORDER.			
Quote is valid for 15 days. This quote is based on current tariff rates and vendor pricing in effect at the time of issuance. In the event of any vendor has a price increase after the date of this quote and prior to delivery, SPATCO reserves the right to adjust the final invoice to reflect the additional costs. Any such surcharge will be itemized and communicated in advance.			
Quantity	UOM	Price	Extended price
1	EA	12,131.31	12,131.31

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Toll Free (800) 4-SPATCO (800) 477-2826 Fax 704-599-7700
 www.spatco.com

Item	Item Detail		
20	Material:	TLS4	Veeder Root TLS4 System
	1 - 0860190-120 - TLS4 Console, Color Touch Screen Display, CDIM, UL 1 - 0333434-001 - TLS4 Application Software, 12 Universal Inputs - must order one per console 1 - 0330020-832 - External Printer for TLS4 Series Consoles (Epson Model: TM-T88V) 1 - 0330020-839 - Wall Mounting Bracket for External Printer for TLS4 Series Consoles 2 - 0846397-3xx - SS Probe, Inv. Only Mag Plus, HGP, Water Detection, UL 1 - 0886100-000 - Install. Kit, Mag Plus, Phase-Two™ Water Detector, 4" Float, 5' Cable 1 - 0846400-001 - Install. Kit, Mag Plus, Diesel, 4" Float, 5' Cable 2 - 0312020-952 - 4" NPT Riser Cap and Ring Kit for In-Tank Probes 4 - 0794380-208 - Sump Sensor - 12' Cable 2 - 0794390-420 - Interstitial Sensor for Steel Tanks (4'-12' Tank I.D.) with 16' Cable 2 - 0312020-928 - 2" Interstitial Sensor Riser Cap and Adaptor Kit		
	Quantity	UOM	Price
	1	EA	18,960.94
			Extended price
			18,960.94

Items Subtotal	31,092.25
Estimated Tax	0.00
Estimated Freight	375.00
Quotation Amount	31,467.25

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Date: _____

Customer (Signature): _____

Customer (Print): _____

SPATCO Energy Solutions, LLC

TERMS AND CONDITIONS

1. Agreement. The agreement between Seller and Buyer (this “**Agreement**”) consists of the applicable quotation signed by both parties (“**Quotation**”), the applicable statement of work signed by both parties (“**Scope**”), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller (“**Effective Date**”), subject to approval of Seller's credit manager.

2. Work. Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the “**API Standards**”) and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the “**PEI Standards**”) and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the “**NFPA Standards**”).

3. Safety Standards. Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with **Section 6, Change Orders**, below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. Price and Payments.

a. Invoices. Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges (“**Equipment Invoices**”) on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services (“**Service Invoices**”) on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Wayne Equipment are Net 10 Days.** _____ (Initial)

b. Taxes. The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, “**Taxes**”). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. Permits. The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, “**Permits**”). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. Weekends and Holidays. The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. Performance Bond. The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. Not Included. Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. Security Interest. Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under **Insurance**.

_____ (Customer Initials)

_____ (Sales Rep. Initials)

5. Job Site Conditions.

a. Digging and Excavating. Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; **provided** that the amount of this payment shall not exceed the Price.

b. Underground Structures. Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. Tank Filling. Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overflow releases. Buyer is responsible for all overfills and releases under all circumstances.

d. Photography. Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. Electricity. Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. Materials Safety. Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. Change Orders. Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("**Change Order**") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. Warranties.

a. Equipment. The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("**Equipment Warranty**"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. Services. For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("**Services Warranty Period**"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "**Services Warranty**"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This **Section 7.b.** contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. Conditions. The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "**Person**") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

_____ (Customer Initials)

_____ (Sales Rep. Initials)

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

_____ (Customer Initials)

_____ (Sales Rep. Initials)

11. Insurance.

a. Seller. Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. Buyer. Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. Representations and Warranties. Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. Regulations. Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. Inspection and Reporting Responsibilities. Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

d. Indemnity. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

_____ (Customer Initials)

_____ (Sales Rep. Initials)

e. Definitions. “**Hazardous Substances**” means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. “**Environmental Laws**” means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer’s business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. Hardware/Software.

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. General. Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller’s prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word “including” shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. **Sections 5.d., 7, 9, 13, 14.d., and 15.b.** shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

_____ (Customer Initials)

_____ (Sales Rep. Initials)

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: Resolution No. 2025-17

ITEM TITLE: Discussion and possible action on Resolution No. 2025-17; *A Resolution Authorizing the Correction of Title and Transfer of Real Property Erroneously Listed in the Name of the City of Sallisaw*

INITIATOR: Valley Land Title Company

STAFF INFORMATION SOURCE: Valley Land Title Company

BACKGROUND: Valley Land contracted us regarding title work that they were working on for James Arthur Ellis. Mr. Ellis owns land lying NORTH and EAST of the KCS RR along Redwood avenue. The City of Sallisaw owns the land lying SOUTH and WEST of the KCS RR.

Back in 1939/1940 the county inadvertently took part of this land for unpaid taxes. They tried to correct their mistake by issuing a deed to the City of Sallisaw. Unfortunately, the city only owned the land SOUTH and WEST... with someone else owning NORTH and EAST.

The RED on the map shows the land the County took and then deeded to the City. The BLUE outline is Mr. Ellis's property. You can see the overlap in the top left corner.

I have also attached a copy of the chain of title for these properties, starting with the entire Lot 3 (NE NW) being owned by J E Mcdonald, Trustee of the Chamber of Commerce, and then being broken down to NORTH and EAST and SOUTH and WEST. Along with the Tax Deed and Correction Deed from the County.

Since that time, the properties have changed hands multiple times, always using the RR as a boundary. With the City eventually taking a deed from St Clair Lime Company in the year 2000 for everything SOUTH and WEST of the KCS RR and NORTH and EAST of the MP RR.

- EXHIBITS:**
1. ellis property 1
 2. doc15474520251014133913
 3. doc15474620251014133924
 4. doc15474720251014133929
 5. RESOLUTION NO 2025-17 - CORRECTION OF TITLE & TRANSFER OF REAL PROPERTY
 6. CITY OF SALLISAW TO ELLIS

KEY ISSUES: N/A

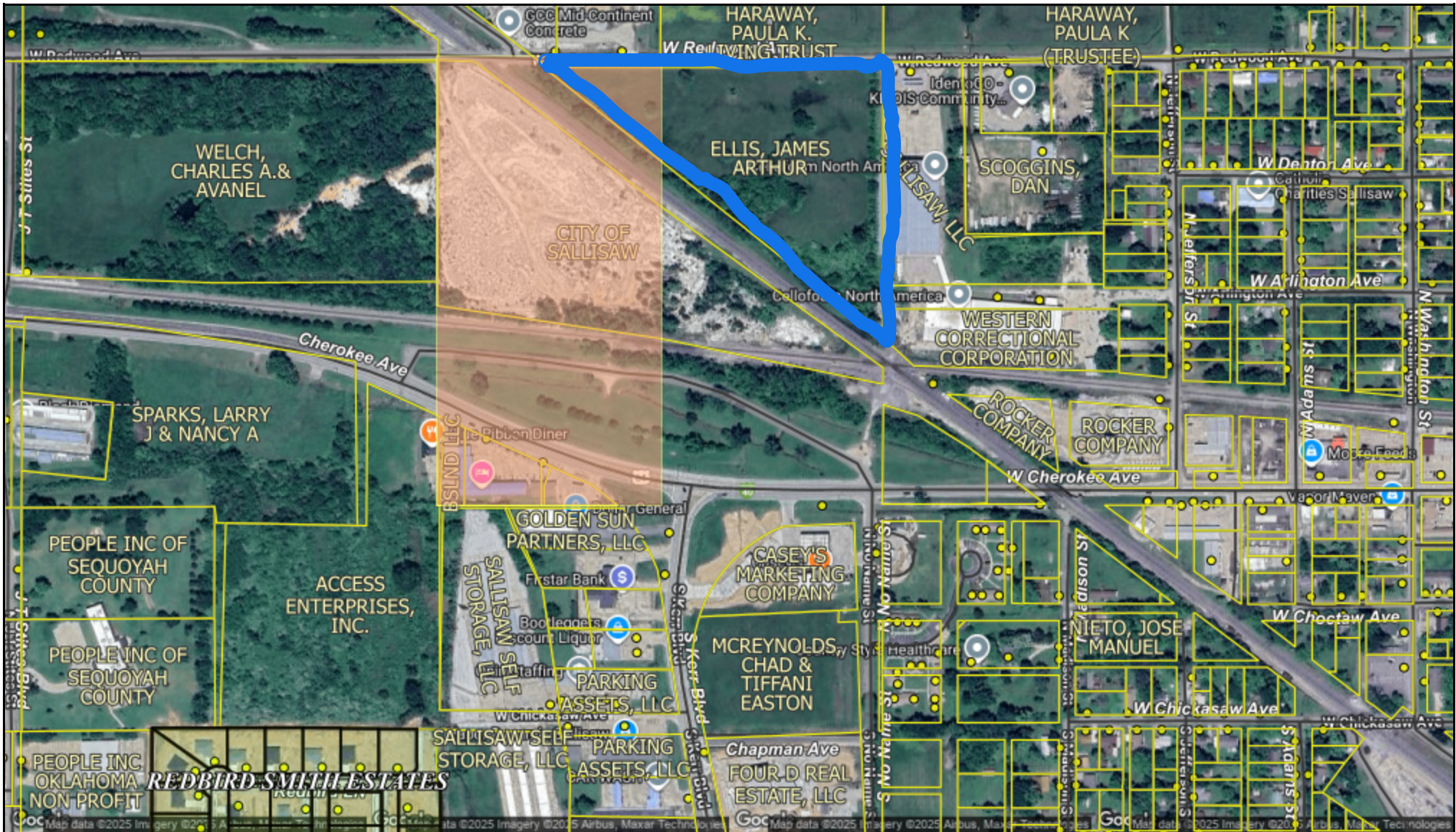
FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2025-17, Authorizing Correction of Title and Transfer of Real Property

Sequoyah County

Assessor's Office

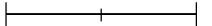
Sequoyah, Assessor



Date Created: 10/14/2025

Created By: anonymous

1 inch = 409 feet



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

42-251

FROM John F Priest and wife
 TO J. E. McDonald
Trustee

STATE OF OKLAHOMA, } ss. Fee, \$
 Sequoyah County, }
 This instrument was filed for record on the 20
 day of July A. D. 1918, at 11:00 o'clock A.M.
J. T. Brockman Page 251
 County Clerk.
 By _____ Deputy.

STATE OF OKLAHOMA, } ss. Warranty Deed
 County of Sequoyah, }

Know All Men By These Presents:

That John F Priest and Sallie Priest his wife
 part of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS,
 in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain sell and convey unto

J. E. McDonald Trustee of the Chamber of Commerce
 party of the second part
 the following described real property and premises situate in Sequoyah County, State of Oklahoma to-wit:
Lot three (3) less 3.44 acres for K. C. S. Railway
right of way and less 3.05 acres for K. & W. Railway Right
of way section 6 Town ship 11 North Range 24 East
containing 33.22 acres more or less
\$ 2.00 R. S. Cancelled

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

TO HAVE AND TO HOLD said described premises unto the said party of the second part his ~~his~~ ^{successors} and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 8 day of June, 1918.
 WITNESSE2
John F Priest
Sallie Priest

STATE OF OKLAHOMA, } ss. ACKNOWLEDGMENT
 County of Sequoyah, }

Before me, C. W. Stewart, a Notary Public, in and for said County and State,
 on the 8 day of June, 1918, personally appeared John F Priest
 and Sallie Priest his wife to me ^{seen} known to be the identical person who executed the within and fore-
 going instrument and acknowledged to me
 that they had executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
 Witness my hand and official seal, the day and date above written.
 (Seal) C. W. Stewart Notary Public.
 My Commission expires 2/10 1921

FROM J. E. McDonald and wife }
TO Sallisaw Compress Company }
STATE OF OKLAHOMA, } ss. Fee \$
Sequoyah County, }
This instrument was filed for record on the 3
day of July, A.D. 1919, at 4⁰⁰ o'clock P. M.
J. H. Brockman County Clerk.
By C. H. Burrow Deputy.

STATE OF OKLAHOMA, } ss. Warranty Deed.
County of Sequoyah, }

Know All Men By These Presents:

That J. E. McDonald, Trustee of the Chamber of Commerce,
and Fannie M. McDonald, his wife (\$2,400.00)
parties of the first part, in consideration of the sum of Twenty Four Hundred & No/100 DOLLARS,
in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto
Sallisaw Compress Company

the following described real property and premises situate in Sequoyah County, State of Oklahoma, to-wit: Lots twenty
(20) and twenty-one (21) in Block Ninety-two (92) of
Barton Addition to the town of Sallisaw, Okla. and all
of that part of the following described tract of land
that is now situated North of the K. & A. U. Railway
right-of-way and East of the K. & S. railway right-of-way
said tract of land being described as follows: Lot
Three (3) less 3.44 (three and forty-four one hundredths)
acres for K. & S. railway right-of-way and less 3.05 (three
and five one hundredths) acres for K. & A. U. Railway right-
of-way, in Section Six (6) Township Eleven (11) North and
Range Twenty-four (24) East, containing 33.22 (thirty three
and twenty two one hundredths) acres more or less
as the case may be according to the U.S. Govern-
ment Survey thereof \$2.50 Ad. Not cancelled

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

TO HAVE AND TO HOLD said described premises unto the said part. of the second part, its successors
assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and
incumbrances of whatsoever nature.

Signed and delivered this 20th day of June, 1919
WITNESSES:
J. E. McDonald Trustee of
Sallisaw Chamber of Commerce
Fannie M. McDonald

STATE OF OKLAHOMA, } ss. ACKNOWLEDGMENT
County of Sequoyah, }
Before me, The undersigned, a Notary Public in and for said County and State, on
the 24th day of June, 1919, personally appeared J. E. McDonald
and Fannie M. McDonald, his wife, to me well known to be the identical person who executed the within and
foregoing instrument and acknowledged to me
that they had executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and official seal, the day and date above written. E. E. Sexton Notary Public.
(Seal)
My Commission Expires February 9th 1922

62245

BOOK 82 PAGE 619

WARRANTY DEED

STATE OF OKLAHOMA :
COUNTY OF SEQUOYAH:

KNOW ALL MEN BY THESE PRESENTS that Sallisaw Compress Company, a corporation, party of the first part, in consideration of 750 shares of the common stock of Federal Compress & Warehouse Company in hand received, thereceipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto FEDERAL COMPRESS & WAREHOUSE COMPANY the following described real property and premises situated in Sequoyah County, State of Oklahoma, to-wit: -

All of that part of the NE 1/4 of the NW 1/4 of Section 6, Township 11 North, Range 24 East lying north and east of the Kansas City Southern Railroad right of way and described as follows: -

Beginning at a point 1063.6 feet west of the northeast corner of the NE 1/4 of the NW 1/4 of Section 6; thence north 89 degrees 45 minutes east 1063.6 feet; thence south 1 minute east 798.1 feet; thence north 52 degrees 59 minutes west 1332.9 feet to the point of beginning and containing approximately 9.74 acres. ALSO

Lots 20 and 21 of Block 92 of Bruton Addition to the Town of Sallisaw, Oklahoma.

Together with all the improvements thereon and appurtenants thereto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, judgments and other liens and encumbrances of whatsoever nature, except the lien of current taxes and the lien of a trust deed securing the unpaid balance of a debt originally \$15,000.00 evidenced by bonds, which trust deed is of record in Book 69 Page 164, which taxes and unpaid balance of debt so secured the grantee assumes and agrees to pay



71272

FEDERAL GOVERNMENT

106 478

STATE OF OKLAHOMA,
County of Sequoyah,)
SS.

KNOW ALL MEN BY THESE PRESENTS: That Federal Government
Warehouse Company, a Delaware corporation, in consideration of
the sum of Seven Hundred and No/100 Dollars (\$700.00), the
receipt of which is hereby acknowledged, does hereby grant,
bargain, sell and convey unto Chas. G. Jones, the following
described real property and premises situated in Sequoyah County,
State of Oklahoma, to-wit:

all of that part of the NE 1/4 of the NW 1/4
of Section 5, Township 11 North, Range 24 East,
lying north and east of the Kansas City Southern
Railroad right of way and described as follows:-

beginning at a point 1355.6 feet west of the
northeast corner of the NE 1/4 of the NW 1/4 of Section
5; thence north 89 degrees 45 minutes east 1085.6
feet; thence south 1 minute east 798.1 feet;
thence north 82 degrees 59 minutes west 1353.9
feet to the point of beginning and containing
approximately 3.76 acres. ALSO

Lots 20 and 21 of Block 22 of Burton Addition
to the Town of Muskogee, Oklahoma.

Together with all the improvements thereon and appurtenances
thereto belonging.

TO HAVE AND TO HOLD said described premises unto the said
Chas. G. Jones, his executors and assigns forever, free, clear
and discharged of and from all former debts, charges, judgments
and other liens and encumbrances of whatsoever character, except
the lien of current taxes.

Signed and delivered this, the 16 day of January,

1930.

FEDERAL GOVERNMENT WAREHOUSE COMPANY.

By Richard
President.

Witness:

Secy W. L. Shuler
Secretary.

7349

113 1

WARRANTY DEED.

STATE OF OKLAHOMA }
 } ss.
COUNTY OF SEQUOYAH,

KNOW ALL MEN BY THESE PRESENTS: That Charles C. Jones, in consideration of the sum of Eight Hundred and No/100 Dollars (\$800.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto M.A. Joy the following described real property and premises situated in Sequoyah County, State of Oklahoma, to-wit:

All of that part of the NE 1/4 of the NW 1/4 of Section 6, Township 11 North, Range 24 East, lying north and east of the Kansas City Southern Railroad right of way and described as follows:-

Beginning at a point 1063.6 feet west of the northeast corner of the NE 1/4 of the NW 1/4 of Section 6; thence north 89 degrees 45 minutes east 1063.6 feet; thence south 1 minute east 798.1 feet; thence north 52 degrees 59 minutes west 1332.9 feet to the point of beginning and containing approximately 9.74 acrs. ALSO

Lots 20 and 21 of Block 92 of Bruton Addition to the Town of Sallisaw, Oklahoma.

Together with all the improvements thereon and appurtenances thereto belonging, and does hereby warrant the title to same.

TO HAVE AND TO HOLD said described premises unto the said M.A. Joy, his successors and assigns forever, free, clear and discharged of and from all former grants, charges, judgements and other liens and encumbrances of whatsoever character, except the lien of current taxes.

Signed and delivered this the 24th day of February, A.D. 1930.

Charles C. Jones
Charles C. Jones

141 330

QUIT CLAIM DEED

85032

THIS INDENTURE, made this 11th day of June, A. D. 1940, between J. E. McDonald and Fannie McDonald, his wife, parties as Trustee of the Chamber of Commerce of Sallisaw, of the first part, and THE CITY OF SALLISAW, a municipal corporation, party of the second part:

WITNESSETH, That the said part Y of the first part in consideration of the sum of One and no/100 Dollars, to parties of the first part duly paid, the receipt whereof is hereby acknowledged, has remised, released, conveyed, and quit claimed, and by these presents do quit-claim unto the said part Y of the second part, and to its successors and assigns forever, all their rights, title, interest, estate claim and demand, both at law and equity, or in and to all the following property, to-wit:

All that part of the Lot 3 lying west and south of Kansas City Southern Railway Company right of way in section 6, township 11 north, range 24 east in Sequoyah County, State of Oklahoma.

together with all the singular hereditaments and appurtenances hereunto belonging.

TO HAVE AND TO HOLD, The above described premises unto the said party of the second part, its successors heirs and assigns; so that neither we, the said parties of the first part, or any person in our name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set our hand S and seal the day and year first above written.

J. E. McDonald
Trustee of Chamber of Commerce of Sallisaw
Fannie M. McDonald

Filed for record this the 12th day of June 1940 at 10 O'clock A.M.

Acknowledgment

MISSOURI, JACKSON
STATE OF ~~KANSAS~~ SEQUOYAH COUNTY--ss

Before me he Undersigned Notary Public in and for said County and State, on the 11th day of June 1940 personally appeared J. E. McDonald, as trustee of Chamber and Fannie McDonald, his wife, of Commerce of Sallisaw, to me well known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they ~~had~~ executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. and as Trustee of Chamber of Commerce of Sallisaw.

Witness my hand and official seal, the day and date above written.



Lila V. Kimble
Notary Public.

83504

270

COUNTY TREASURER'S

REDEEM DEED.

WHEREAS Perry Campbell, County Treasurer of Squoyah County, State of Oklahoma on the 17 day of April, 1939 sold separately and singly, in the manner provided by law, at tax resale and Perry Campbell County Treasurer of said County bid in for the County the real estate hereinafter described, and

WHEREAS, all proceedings, notices and duties provided, required and imposed by law prerequisites to the vesting of authority in said County Treasurer to execute this resale deed have been followed, given, complied with and performed, and

WHEREAS, the said Squoyah County Treasurer, is now by law vested with power and authority to execute this resale deed,

NOW, THEREFORE, this instrument, made this 17 day of May, 1939, between the State of Oklahoma, by Perry Campbell, to the effect of Squoyah County, of the 1st part, and Carl H. Hix Chairman of the Board of County Commissioners of said County, of the second part, witnesseth, that the said party of the first part for and in consideration of the revised and the cancellation of all the taxes, penalties, interest and costs heretofore levied and assessed against the real estate hereinbelow described, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey to the said party of the second part, his successors and assigns, forever, the following separately described tracts, parcels, or lots of land to hold separately and singly for the amount of taxes, interest, penalties and costs cancelled in the total sum set out on each of said tracts, parcels, or lots of land being located in Squoyah County, Oklahoma, to-wit:

DESCRIPTION	SECTION	TOWNSHIP, NORTH	RANGE, EAST	AMOUNT
NW NW	26	11	23	\$219.68
NW SW SW	26	11	23	50.18
S W NW & NW SW	26	11	23	586.35
NE NE & SE NW NE	27	11	23	300.53
W2 SW SE	27	11	23	169.04
NE SW & NW SW SE	27	11	23	367.52
SW NE SE	27	11	23	90.20
SE NE SE	28	11	23	66.01
S N SE NW	29	11	23	80.29
NW NW SE & SE NW SE				
Less River	30	11	23	239.29
E2 NE SE & SW NE SE	30	11	23	296.33
SW NW SE	30	11	23	141.79
NE NE SW	30	11	23	170.59
N2 NE NE & NE 10 of Lot 1 less 24 acres in River	31	11	23	62.71
NW NE SE	31	11	23	39.36
NE NW SE	33	11	23	43.28
N2 NE SE	33	11	23	141.71
E2 SW	35	11	23	290.60
S2 SW NE & N2 SW NE	31	12	22	96.03
NE NE & E2 NW NE	31	12	22	6 48.07
NE NE SE	31	12	22	19.87
XXXX				
SW SW SE	31	12	22	70.08
S2 NE NW	31 31	12	22	53.80
NW SE NW & S2 SE NW	31	12	22	164.39
SW NW NE & NW NW SE	31	12	22	103.55
N2 NE NW	31	12	22	69.29
NE SE NW	31	12	22	19.63
SW SE NW	32	12	22	86.89
NE NE SW	32	12	22	114.46
NW NE	32	12	22	128.24
SE SE NW	32	12	22	50.32
E2 SE S W SW	33	12	22	103.50
SE NW NW	33	12	22	147.11
W2 NE NW	6	11	24	136.17
SE NW NW & S2 NE NW &				
E2 SW NW & SE NW &				
E2 NW SW	8	11	24	767.04
NE SW NW	16	11	24	55.65
N2 NW	17	11	24	1181.99
NW NE & SW NE NE	18	11	24	155.83
S2 S2 NW & NE SE NW	18	11	24	317.22
SW SE NW & NW NE SW	3 1	12	24	76.20
SE SE NW	33	12	24	51.25
SE SW NE	33	12	24	49.63

NOTE: AMONG OTHER LANDS NOT HEREIN ABSTRACTED.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the County Treasurer of Sequoyah County, Oklahoma, sold the hereinafter described tract, parcel or lot of land at the tax resale heretofore held on the 17th day of April, 1939, to Sequoyah County, Oklahoma, for non-payment of delinquent taxes assessed thereon, and executed a certain resale deed pursuant to such tax resale to said County which resale deed is recorded in book 137 on page 270 of the records of the County Clerk of said Sequoyah County, and whereas, there were no delinquent taxes due on said land for the year of 1927 or other years for which said tract, parcel or lot of land could be sold at said resale; and,

WHEREAS, said tract, parcel or lot of land was erroneously and by mistake included in said tax re-sale and sold to said County, and said County has no valid interest in, claim to or lien against said land or property by virtue of said deed; and,

WHEREAS, the City of Sallisaw is entitled to a quit claim deed from said Sequoyah County, covering the hereinafter described premises and the Board of County Commissioners of Sequoyah County, Oklahoma, on the 4th day of May 1942 in regular and open meeting, considering its request for same duly passed a resolution authorizing, ordering and directing, Jack Brockman, Chairman of the Board of County Commissioners of Sequoyah County, Oklahoma, to execute a proper and appropriate quit claim deed conveying said land to the said City of Sallisaw.

NOW, THEREFORE, this indenture made this 4th day of May 1942, under and by authority of the above mentioned resolution of the Board of County Commissioners of Sequoyah County, Oklahoma, and under the authority of the Statutes of Oklahoma, I, Jack Brockman, Chairman of the Board of County Commissioners of Sequoyah County, Oklahoma, do hereby release, quit claim, and convey unto the City of Sallisaw, its successors and assigns forever, all the right, title and interest of said Sequoyah County, by reason of and by virtue of the above mentioned resale tax deed in and to the following described land, to-wit: *Filed for record this 4th day of May 1942 at 10:00 A.M.*

The best-half of the Northeast quarter of the Northwest quarter of Section six (6) township eleven (11) North, Range Twenty-four (24) east

TO HAVE AND TO HOLD, the above described tract, parcel or lot of land, with the appurtenances thereunto belonging, unto the said City of Sallisaw, its successors and assigns forever and that said Sequoyah County, shall claim or demand no right, title or interest in said premises by reason of the above mentioned resale deed.

IN WITNESS WHEREOF, I, Jack Brockman, Chairman of the Board of County Commissioners of Sequoyah County, Oklahoma, have hereunto set my hand on the 4th day of May 1942.

Jack Brockman
CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS
OF SEQUOYAH COUNTY, STATE OF OKLAHOMA.

STATE OF OKLAHOMA, COUNTY OF SEQUOYAH:- SS

Before me, the undersigned, County Clerk in and for said County and State, on this the 4th day of May 1942 personally appeared Jack Brockman, Chairman of the Board of County Commissioners of Sequoyah County, Oklahoma, and the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as such Chairman of said Board and as the free and voluntary act and deed of Sequoyah County, State of Oklahoma, for the uses and purposes therein set forth.

Witness my hand and seal, the day and year last above mentioned.

RESOLUTION NO. 2025-17

A RESOLUTION AUTHORIZING THE CORRECTION OF TITLE AND TRANSFER OF REAL PROPERTY ERRONEOUSLY LISTED IN THE NAME OF THE CITY OF SALLISAW

WHEREAS, it has come to the attention of the City of Sallisaw that certain real property, legally described as:

ALL OF THAT PART OF THE NE1/4 NW1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 24 EAST, LYING NORTH AND EAST OF THE KANSAS CITY SOUTHERN RAILROAD RIGHT OF WAY AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 1063.6 FEET WEST OF THE NE CORNER OF THE NE1/4 NW1/4 OF SECTION 6; THENCE NORTH 89 DEGREES 45 MINUTES EAST 1063.6 FEET; THENCE SOUTH ONE MINUTE EAST 798.1 FEET; THENCE NORTH 52 DEGREES 59 MINUTES WEST 1332.9 FEET TO THE POINT OF BEGINNING, SEQUOYAH COUNTY, OKLAHOMA.

LESS

A TRACT OF LAND LOCATED IN THE NE1/4 NW1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 24 EAST, SEQUOYAH COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY'S ORIGINAL 100-FT. RIGHT OF WAY WITH THE EAST LINE OF THE NW1/4 OF SAID SECTION 6, SAID POINT OF INTERSECTION BEING 798.1 FEET SOUTH OF THE NE CORNER OF THE SAID NW1/4 OF SECTION 6; THENCE NORTH 52°59' W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 513.9 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 42.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 482.1 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE NW1/4 OF SAID SECTION 6; THENCE SOUTH 52.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS

A RAILROAD TRACK, 735 FEET MORE OR LESS IN LENGTH, 489 FEET OF SAID TRACK BEING LOCATED UPON ABOVE DESCRIBED TRACT OF LAND, 9 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE NORTHEASTERLY 482.1 FEET SIDE THEREOF, AND THE BALANCE OF SAID TRACK EXTENDING SOUTHEASTERLY ACROSS GRANITE AVENUE, MARBLE AVENUE AND THE MISSOURI PACIFIC RAILROAD COMPANY'S RIGHT OF WAY FOR A DISTANCE OF 246 FEET, MORE OR LESS, TO A CONNECTION WITH THE SAID MISSOURI PACIFIC RAILROAD COMPANY 'S 130 FEET TRACK BREAKING OUT ON THE NORTHERLY SIDE OF ITS MAIN TRACK AT A POINT 309.1 FEET EAST OF ITS CROSSING WITH THE MAIN TRACK OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY.

LESS PUBLIC ROAD RIGHTS OF WAY AND SUBJECT TO EASEMENTS OF RECORD.
EXEMPT #3202-3 CORRECTION / CURATIVE DEED

was inadvertently recorded in the name of the City of Sallisaw ("City") due to a clerical or filing error; and

WHEREAS, the City did not acquire, purchase, accept conveyance of, or otherwise obtain any ownership interest in said property; and

WHEREAS, the record title incorrectly showing the City as owner has caused a cloud upon the rightful owner's title and must be corrected to reflect the true and lawful ownership; and

WHEREAS, the Board of City Commissioners finds it in the best interest of the City and the rightful property owner to execute all necessary documents to release, disclaim, or otherwise convey any apparent interest the City may have in said property to correct the record;

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

1. **Authorization.** The Mayor and City Clerk are hereby authorized and directed to execute a Quit Claim Deed or other appropriate instrument of conveyance to the rightful owner of record, in order to correct the erroneous title and remove the City's name from said property.
2. **No Ownership Interest.** The City Council affirms that the City has no ownership, possessory, or equitable interest in the subject property, and this action is taken solely to correct a recording error.
3. **Filing.** Upon execution, the City Clerk shall cause the fully executed deed or instrument to be properly filed of record with the Sequoyah County Clerk.
4. **Effective Date.** This Resolution shall be in full force and effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 10TH day of November, 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

QUIT CLAIM DEED

(Statutory Form - Corporation)

KNOW ALL MEN BY THESE PRESENTS:

THAT

CITY OF SALLISAW, A MUNICIPAL CORPORATION

Party of the first part, in consideration of the sum of TEN AND NO/100 -----DOLLARS and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby quit-claim, grant, bargain, sell and convey unto

JAMES ARTHUR ELLIS

(MAILING ADDRESS) : _____

Party of the second part, all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all of the following described real property situated in SEQUOYAH County, State of OKLAHOMA, to-wit:

ALL OF THAT PART OF THE NE1/4 NW1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 24 EAST, LYING NORTH AND EAST OF THE KANSAS CITY SOUTHERN RAILROAD RIGHT OF WAY AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 1063.6 FEET WEST OF THE NE CORNER OF THE NE1/4 NW1/4 OF SECTION 6; THENCE NORTH 89 DEGREES 45 MINUTES EAST 1063.6 FEET; THENCE SOUTH ONE MINUTE EAST 798.1 FEET; THENCE NORTH 52 DEGREES 59 MINUTES WEST 1332.9 FEET TO THE POINT OF BEGINNING, SEQUOYAH COUNTY, OKLAHOMA.

LESS
A TRACT OF LAND LOCATED IN THE NE1/4 NW1/4 OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 24 EAST, SEQUOYAH COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY'S ORIGINAL 100-FT. RIGHT OF WAY WITH THE EAST LINE OF THE NW1/4 OF SAID SECTION 6, SAID POINT OF INTERSECTION BEING 798.1 FEET SOUTH OF THE NE CORNER OF THE SAID NW1/4 OF SECTION 6; THENCE NORTH 52°59' W ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 513.9 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 42.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 482.1 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE NW1/4 OF SAID SECTION 6; THENCE SOUTH 52.6' FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS
A RAILROAD TRACK, 735 FEET MORE OR LESS IN LENGTH, 489 FEET OF SAID TRACK BEING LOCATED UPON ABOVE DESCRIBED TRACT OF LAND, 9 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE NORTHEASTERLY 482.1 FEET SIDE THEREOF, AND THE BALANCE OF SAID TRACK EXTENDING SOUTHEASTERLY ACROSS GRANITE AVENUE, MARBLE AVENUE AND THE MISSOURI PACIFIC RAILROAD COMPANY'S RIGHT OF WAY FOR A DISTANCE OF 246 FEET, MORE OR LESS, TO A CONNECTION WITH THE SAID MISSOURI PACIFIC RAILROAD COMPANY 'S 130 FEET TRACK BREAKING OUT ON THE NORTHERLY SIDE OF ITS MAIN TRACK AT A POINT 309.1 FEET EAST OF ITS CROSSING WITH THE MAIN TRACK OF THE KANSAS CITY SOUTHERN RAILWAY COMPANY.

**LESS PUBLIC ROAD RIGHTS OF WAY AND SUBJECT TO EASEMENTS OF RECORD.
EXEMPT #3202-3 CORRECTION / CURATIVE DEED**

Together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said parties of the second part, their heirs and assigns forever.

Signed and delivered this _____ day of _____, 2025.

CITY OF SALLISAW, A MUNICIPAL CORPORATION

By _____
ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK

STATE OF OKLAHOMA
County of Sequoyah

CORPORATION ACKNOWLEDGMENT
(Oklahoma Form)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ERNIE MARTENS, MAYOR, ON BEHALF OF THE CITY OF SALLISAW, OKLAHOMA AND KIM JAMISON, CITY CLERK to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instruments and acknowledged to me that THEY executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: Access Control Modernization

ITEM TITLE: Discussion and possible action on Purchase Order No. 107134, issued to VIP Technology Solutions Group of Coweta, Oklahoma, in the amount of \$23,332.07 for an upgraded Verkada Access Control Panel for the security system at City Hall

INITIATOR: City Manager
IT Director

STAFF INFORMATION SOURCE: Quote
IT Director

BACKGROUND: The City Manager requested a quote to modernize the first-floor access control system. A proposal was obtained from VIP Technology Solutions, our current vendor for Verkada security equipment. The City has an established and successful working relationship with VIP Technology Solutions.

Because the City already utilizes Verkada security equipment throughout its facilities, it is operationally and technically necessary to maintain system consistency and compatibility. VIP Technology Solutions is the authorized vendor and service provider for our existing Verkada system. Based on this, the Purchasing Agent authorized this quote as a sole source procurement.

EXHIBITS: 1. Verkada Access Control
2. Verkada Installation

KEY ISSUES: The quote includes all necessary installation and labor charges. Under state law, access control systems must be installed by a licensed access control contractor. Attempting to complete this work in-house would expose the City to potential audit findings and could result in civil and/or criminal liability in the event of a fire, injury, or other incident arising from an unlicensed installation.

FUNDING SOURCE: GL #010-605-52227 Camera Equipment \$40,000.00 budget

RECOMMENDATION: Approval of Purchase Order No. 107134 in the amount of \$23,332.07



We have prepared a quote for you

Infrastructure Systems Solution - City of Sallisaw Access Control

Quote # 013946
Version 1

Prepared for:



City of Sallisaw

Clint Smith
clint@diamondnetok.com



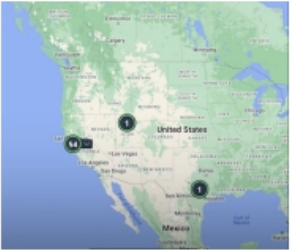


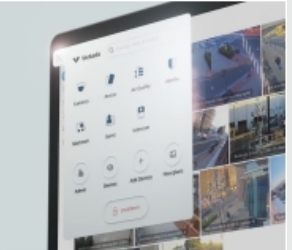
Solution Overview

Item	Description	Price	Qty	Ext. Price
<p>Thank you for giving us this opportunity to present our proposal. VIP Technology Solutions Group is committed to working with you and providing unmatched customer service.</p>				
<p>The following solution was engineered for City of Sallisaw:</p>				
<p><u>Project Scope Verkada Access Control Solution</u></p>				
<p><i>Access Control [6 Doors, 1 Elevator]</i></p>				
<ul style="list-style-type: none">• (x7) Verkada AD34 Reader<ul style="list-style-type: none">○ Front Entrance [Use Existing Lock Hardware and Wiring]○ South Stairwell [New Door Location Needing Lock Hardware and Cabling]○ Server Room [Use Existing Lock Hardware and Wiring]○ CSR Door [Use Existing Lock Hardware and Wiring]○ North Stairwell [New Door Location Needing Lock Hardware and Cabling]○ Back Door [Use Existing Lock Hardware and Wiring]○ Elevator [New Door Location Needing Wiring]• (x2) AC42 4-Door Controller• (x1) AX11-HW I/O Controller for Elevator Integration• (x3) ACC-BAT-4AH 4AH Battery Backup• (x1) LIC-AX-3Y-CAP 3-Year I/O Controller License• (x7) LIC-AC-3Y-CAP 3-Year Door License				



Solution Overview

Item	Description	Price	Qty	Ext. Price
	<p>Verkada's Hybrid Cloud Video Security Solution</p> <p>The reliability of onboard storage, with the accessibility of the cloud.</p>  <div style="display: flex; justify-content: space-around;"> <div data-bbox="228 1045 467 1188"> <p>No NVRs or DVRs</p> <p>Industrial-grade onboard storage saves up to 365 days of video</p> </div> <div data-bbox="735 1045 997 1171"> <p>Easy to Scale</p> <p>Bandwidth-friendly cameras operate at just 20-50kbps</p> </div> <div data-bbox="1255 1045 1523 1192"> <p>Limitless Scale</p> <p>Modern platform enables secure access on any device, anywhere</p> </div> </div> <p style="text-align: center;">Additional security features include: Single Sign On and 2 Factor Authentication</p>			









Solution Overview

Item	Description	Price	Qty	Ext. Price
 <h3 data-bbox="77 541 565 579">Why Customers Love Verkada</h3>	<div data-bbox="71 638 360 886">  </div> <div data-bbox="370 638 659 886">  </div> <div data-bbox="669 638 958 886">  </div> <div data-bbox="967 638 1256 886">  </div> <div data-bbox="1266 638 1555 886">  </div> <div data-bbox="71 898 334 1293"> <h4 data-bbox="71 898 292 961">Simple to Install, Use & Maintain</h4> <ul data-bbox="71 995 334 1293" style="list-style-type: none"> No NVRs/Servers to manage No configurations needed Web & mobile based software Automatic firmware updates 24/7 cloud-based support 10-Year warranty </div> <div data-bbox="370 898 630 1239"> <h4 data-bbox="370 898 574 961">Scale with Ease</h4> <ul data-bbox="370 995 630 1239" style="list-style-type: none"> Plug and play via PoE Bandwidth friendly footprint Unlimited devices & users across all sites Site and role based access Manage and access remotely </div> <div data-bbox="669 898 932 1184"> <h4 data-bbox="669 898 883 961">Simplify Security</h4> <ul data-bbox="669 995 932 1184" style="list-style-type: none"> SOC2 Type2 compliant MFA, SSO and SAML integration Encryption at rest and in-transit Outbound connections only </div> <div data-bbox="967 898 1230 1142"> <h4 data-bbox="967 898 1175 961">Continuously Getting Smarter</h4> <ul data-bbox="967 995 1230 1142" style="list-style-type: none"> AI-powered analytics New features roll out Notification center with live & system health alerts </div> <div data-bbox="1266 898 1529 1184"> <h4 data-bbox="1266 898 1490 961">One Platform for Physical Security</h4> <ul data-bbox="1266 995 1529 1184" style="list-style-type: none"> Single pane of glass Integrated features across devices APIs, automation & Integrations Single vendor footprint </div>			

Solution Overview

Item	Description	Price	Qty	Ext. Price
 <p data-bbox="89 562 292 667">Our Suite of Cloud-Based Solutions</p> <p data-bbox="89 722 389 785">Modernize your building's approach to physical security and awareness in an all-in-one solution.</p> 	<div data-bbox="211 1134 341 1302"> <p>Camera</p> <p>Powerful onboard processing to bring simplicity and speed to your investigations.</p> </div> <div data-bbox="381 1134 560 1302"> <p>Access Control</p> <p>Plug-and-play access control solution built for ease of use and limitless scale.</p> </div> <div data-bbox="625 1134 828 1302"> <p>Air Quality Sensor</p> <p>Data-driven insights for monitoring changes across your environment.</p> </div> <div data-bbox="860 1134 1047 1302"> <p>Alarms</p> <p>Cloud-managed intrusion detection with 24-7 professional monitoring.</p> </div> <div data-bbox="1088 1134 1274 1323"> <p>Workplace</p> <p>Visitor and mailroom management solutions that integrate with cameras and access control</p> </div> <div data-bbox="1315 1134 1502 1302"> <p>Intercom</p> <p>Seamless talk-down and unlock capabilities to manage building traffic right from arrival.</p> </div>			

Solution Overview

Item	Description	Price	Qty	Ext. Price
 Verkada Cameras <hr/> Simple to use, secure by default, and bandwidth friendly - Verkada cameras are easy to scale and manage from anywhere.	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  Dome Series <hr/> Durable and versatile, built to withstand high-traffic areas. </div> <div style="text-align: center;">  Mini Series <hr/> Enhanced resolution and a small form factor that fits any space. </div> <div style="text-align: center;">  Multisensor Camera <hr/> Four camera heads for comprehensive coverage from a single install point. </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  PTZ Camera <hr/> Dynamic monitoring of large areas with operator control over the camera's field of view. </div> <div style="text-align: center;">  Bullet Series <hr/> Performance meets durability to withstand the toughest conditions. </div> <div style="text-align: center;">  Fisheye Camera <hr/> Immersive coverage in 360° with digital pan-tilt-zoom. </div> <div style="text-align: center;">  VX52 Viewing Station <hr/> Optimized for live viewing. </div> </div>			

Please review this quote to confirm our offer meets your business needs. Sales tax, shipping, and insurance coverage is not included in this estimate. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.

Infrastructure Systems Solution - City of Sallisaw Access Control



Prepared by:

VIP Technology Solutions Group
Matt Horn
(918) 279-7032
Fax 9182797099
matt@viptsg.com

Prepared for:

City of Sallisaw
115 E Choctaw Ave
Sallisaw, OK 74955
Clint Smith
clint@diamonddnetok.com
(918) 775-6241

Quote Information:

Quote #: 013946
Version: 1
Delivery Date: 11/03/2025
Expiration Date: 11/18/2025

Quote Summary

Description	Amount
Access Control Hardware & Licensing	\$14,652.07
Turn-Key Labor	\$4,970.00
Labor to Complete Install [Customer Rough-in Cabling \$1,260 Savings]	\$3,710.00

Total: \$23,332.07

This quote is valid for 15 days. Prices in the Quotation are excluding sales tax, any other taxes, shipping, fees, or duties. All applicable taxes will be assessed at time of invoicing. A tax exempt letter is required for tax exempt customers. Any changes to payment terms must be approved by both parties prior to signing. Any changes to the project scope described will be invoiced and/or credited separately and accordingly.

Additional moves, adds, or changes will be billed separately on a time and material basis. All electrical boxes and conduit must be in place where required by code or customer request.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. VIP Technology Solutions Group is authorized to do the work as specified. Payments will be made as outlined above.

Thank you for your business.

Signature

Date

Dear Mr. Smith,

As you proceed with the installation of the access control system for the City of Sallisaw, we respectfully recommend that the City contract with a **state-licensed access control company** rather than performing the installation internally or using unlicensed personnel. Below are the key reasons for this recommendation:

1. Legal / regulatory compliance

Under Oklahoma law, the installation, maintenance, repair or servicing of electronic access control systems (and related devices) is regulated by the Oklahoma Department of Labor's Alarm, Locksmith and Fire Sprinkler Program. Specifically:

- The Oklahoma Administrative Code § 380:75-3-8 states that an "electronic access control company" must employ a licensed electronic access control manager and licensed technician for work in the state. ([Justia Regulations](#))
- Section 380:75-7-2 prohibits any person or firm from performing "electronic access control" work without first obtaining a license. ([Oklahoma Administrative Code](#))

By engaging a properly licensed firm, the City ensures that the installation meets state requirements and reduces risk of non-compliance.

2. Risk mitigation & liability reduction

Access control systems are critical for public safety, security of assets, and regulatory compliance (e.g., access logs, secure egress/ingress, emergency egress, audit trails). A licensed company brings demonstrated experience, background-checked personnel, professional documentation, and accountability.

If installation is performed by unlicensed or inexperienced personnel, risks increase: malfunctioning locks/readers, wiring errors, integration failures, code/standard non-compliance, voided warranties, higher support/maintenance costs, or potential liability in event of security incident.

3. Quality of workmanship and future support

Licensed access control companies are required to maintain certain standards of training, supervision, technical proficiency, and background verification. For example, the regulations require licensed technicians or managers to be on-site when work is performed. ([Justia Regulations](#))

This ensures that the installation is done correctly from the start (correct wiring, proper system configuration, testing, documentation) and that future maintenance/support is handled by the same qualified entity. This gives the City a dependable partner for ongoing service, upgrades, and warranty support.

4. Value for public sector procurement and audit readiness

As a public entity, the City of Sallisaw must demonstrate due diligence, professional procurement, and adherence to applicable codes and standards. Contracting with a licensed vendor shows you have selected a qualified, regulated provider — a factor that may be relevant in audits, insurance reviews, or when defending against claims. It also simplifies documentation: licensing verification, certificates of work, warranties, regulatory compliance statements.

5. Long-term cost efficiency

While self-installation might appear less expensive upfront, hidden costs often emerge: extended installation time, mistakes that require rework, system downtime, increased maintenance, or premature system replacement. A licensed installer brings efficiency, reduces risk of disruption, and improves system reliability — which in turn lowers total cost of ownership.

Conclusion

Given the critical nature of access control in a municipal environment — safeguarding assets, public safety, staff access, audit trails, integrations with other systems — we believe it is in the City of Sallisaw’s best interest to engage a licensed access control company for installation. This approach maximizes compliance, reliability, supportability, and liability protection.

Thanks!

Matt Horn

Director of Infrastructure Systems

VIP Technology Solutions Group

[918-279-7032](tel:918-279-7032)

matt@viptsg.com

10097 S. 241st E. Ave.

Broken Arrow, OK 74014

www.viptsg.com

AGENDA ITEM COMMENTARY

Meeting Date: November 10, 2025
Board: Board of City Commissioners
Subject: Release Form and Payment Amount

ITEM TITLE: Discussion and possible action on Property Damage Release Form and offer of payment in the amount of \$50,000.00 from Shelter Insurance; the claim was a result of damage to the traffic signal controller assembly at Cherokee Avenue and Maple Street. The actual cost of repair was \$55,500.00

INITIATOR: Shelter Insurance

STAFF INFORMATION SOURCE:

BACKGROUND: The driver's maximum property damage was 50k. They have offered as much as they can with no dispute.

EXHIBITS: 1. Property Damage Release - Shelter
2. Sallisaw, Cherokee & Maple, Cabinet Knockdown 4.24.25

KEY ISSUES: The actual cost of repairs were \$55,500.00.

FUNDING SOURCE: Repairs were paid for out of contingency, #030-601-57720

RECOMMENDATION:



PROPERTY DAMAGE RELEASE

(THIRD PARTY)

Claim File Number AT0000003883097

For the Payment of Fifty Thousand Dollars (\$50,000.00), I release Dylan Welsh, its heirs, executors, administrators, agents and assigns, and all other persons or entities liable, or who might be claimed to be liable ("Releasees"). Releasees expressly deny any liability from any property damage claims, demands, actions, causes of action, or suits of any kind or nature, known and unknown, that resulted, or may develop, from an accident that occurred on the 22nd day of April, 2025, near Sallisaw, Oklahoma.

THIS RELEASE DOES NOT APPLY TO BODILY INJURY CLAIMS.

This payment is not an admission of liability but compromises a disputed claim.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information, commits a criminal offense that is punishable by imprisonment and/or fine. Any insurance company or agent who knowingly provides false, incomplete, or misleading information for the purpose of defrauding a policyholder or claimant in a claim settlement must be reported to the State Division of Insurance.

I have fully read, understand, and voluntarily accept the terms of this property damage release and understand it is a full and final compromise of my property damage claim.

Signed this _____ day of _____, _____.

Signature

Signature

Print Name

Print Name



**TLS
GROUP, INC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To: City Of Sallisaw	Contact:
Address: 115 E Choctaw Ave Sallisaw, OK 74955 UNITED STATES	Phone: (918) 775-6241
Project Name: Sallisaw, Cherokee & Maple, Cabinet Knockdown	Bid Number:
Project Location: Cherokee & Maple, Sallisaw, OK	Bid Date: 4/24/2025

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01001	MOBILIZATION	1.00	LS	\$500.00	\$500.00
01002	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	1.00	EACH	\$23,850.00	\$23,850.00
01003	(PL)DETECTION SYSTEM (RADAR)	1.00	LS	\$30,900.00	\$30,900.00
01004	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$250.00	\$250.00
				Total Bid Price:	<u>\$55,500.00</u>

Notes:

- This quote includes all equipment, labor, and materials to install a new traffic signal controller cabinet assembly & Wavetronix XP-21 radar detection system.
- All work will be done in accordance with City of Sallisaw and ODOT standards.
- All construction traffic control will be done in accordance with MUTCD standards.
- This quote assumes we can pull wire through the existing conduit system. If that proves not to be the case, new bored and/or trenched conduit could be required at additional cost.
- This quote is valid for 30 days.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: TLS</p> <p>Authorized Signature: _____</p> <p>Estimator: Lawson Miracle 405-423-0623 estimating@tlsgroupinc.net</p>
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ADMINISTRATIVE REPORTS

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

Upcoming Events:

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 grossed just over 175K...thank you to all those who put in hours of work to get ready, Randy Sizemore, Gene and the rest of the mechanics...just to name a few. Also thank you to those who bid.

Fall cleanup was a success. We hauled 8 tons of garbage from Chunk-Your-Junk, 9 Curbie loads

City Projects:

AMI project is "paused" for the moment. They will be back hopefully before Christmas to finish the water meters that we have and all of the electric meters.

Skate Park--we are working to get the design documents out for bid

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.

Pool Update-- there is water in the pool. the water features have been tested and work well. We are seeing the end in sight. There is some plumbing that has to be finished on all three slides. We also need to get the Parks folks and the contractors together to do some training on the new pumps and winterization steps. then it is a matter of getting our folks and plans together and started to open up next summer. Season passes can be sold. But the recipients will have to come back at some point next spring to get the actual credit card sized passes that we hope to use next year.