

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

December 8, 2025

6:00 P.M.

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

****AMENDED****

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Consent agenda**
 - (a) Possible action on minutes of regular meeting of November 10, 2025
 - (b) Possible action on Invoice Paid Report for November 2025
- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Presentation of Oklahoma Municipal League's (OML) 25-Year Service Award to Keith Miller, Anthony Armstrong, Mike Fullbright, Ricky Randolph, and Kim Jamison**

- 8. Recognize Retiree Firefighter Mike Fullbright for this 33 years of service**
- 9. Recognize Padgett's Barber Shop for 66 years of being in business**
- 10. Discussion and possible action on staff's request to reinvest a General Fund Certificate of Deposit with Local Bank for 245 days at 4.09% interest**
- 11. Receive presentation of FY 2025 Audit from Jana A Walker, CPA, PLLC, and discussion and possible acceptance of the audit**
- 12. Discussion and possible action on Agreement for Library Services, Facilities and Maintenance 2025-2026 between the Eastern Oklahoma Library System, with respect to the Stanley Tubbs Memorial Library, and the City of Sallisaw**
- 13. Discussion and possible action on Resolution No. 2025-18; *A Resolution to Increase the Salary of the Elected Chief of Police of the City of Sallisaw, Oklahoma***
- 14. Discussion and possible action on Contract for Engineering Services in the amount of \$45,600.00 between the City of Sallisaw and Neel, Harvell and Associates P.C. for the Sidewalk Improvements (Ruth Street - Kerr Blvd to Cedar Street) including the revised cost estimate**
- 15. Conduct Public Hearing to Determine if the Property Located at 703 S Oak Street is a Public Nuisance; Case #12-25-1C, Condemnation of Dilapidated Structure**
- 16. Receive update on current and future projects**
- 17. Receive update on the financial status of the city and activities of the finance department**
- 18. Administrative reports**
- 19. Adjourn**

Posted: DECEMBER 5, 2025
Time: 2:45 P.M.

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

NOVEMBER 10, 2025

The Board of City Commissioners met in a regular meeting on November 10, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on November 6, 2025, at 5:15 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,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3
Members absent:	Brad Hamilton,	Member, Ward 4
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, Christian Sizemore, Gene Martin, John Weber, Wesley McGuirt,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Community Development Director Network Manager Director - Fleet Services Captain Patrolman
Others present:	Lynn Adams; Tim A. Foote; Julie Becker, Pamela Gay; Tim Davis; Dawn Butler; Others Unidentified.	

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

City Manager Heverly led everyone in the Pledge of Allegiance.

4. Recognize those Veteran's present

Mayor Martens recognized those veterans that were present.

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

None.

6. Consent agenda

a Possible action on minutes of regular meeting of October 13, 2025

b Possible action on Invoice Paid Report for October 2025.

Motion was made by Moody, seconded by Bailey, for approval of the consent agenda.
Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

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

None.

8. Possible action to recess the Board of City Commissioners meeting in order to call the Sallisaw Municipal Authority meeting to order

Motion was made by Moody, seconded by Mendiola, to recess the Board of City Commissioners meeting. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0. The meeting recessed at 6:02 p.m.

9. Possible action to reconvene the Board of City Commissioners meeting

Motion was made by Moody, seconded by Bailey, to reconvene the Board of City Commissioners meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting reconvened at 6:35 p.m.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2025-15. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

11. Discussion and possible action on the 2026 Calendar Year Schedule of Regular Meeting Dates

Motion was made by Mendiola, seconded by Moody, for approval of the 2026 calendar year schedule of regular meeting dates. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

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*

Motion was made by Mendiola, seconded by Moody, for approval of Resolution 2025-16. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion Carried 4-0.

b Possible action on District 27 Multi-Jurisdictional Drug and Violent Crime Task Force Agreement

Motion was made by Mendiola, seconded by Moody, for approval of the District 27 Multi-Jurisdictional Drug and Violent Task Force Agreement. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No. 107135 in the amount of \$31,467.25. Vote: Mendiola aye; Bailey aye; Moody aye;

Martens aye. Motion carried 4-0.

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*

Motion was made by Bailey, seconded by Moody, for approval of Resolution 2025-17; Authorization of Correction of Title and Transfer of Real Property. Vote: Bailey aye; Moody aye; Mendiola aye; Martens aye. Motion carried 4-0.

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

Motion was Moody, seconded by Mendiola, for approval of Purchase Order No. 107134 in the amount of \$23,332.07. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

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

Motion was made by Bailey, seconded by Moody, to accept the offer of payment. Vote: Bailey aye; Moody aye; Mendiola aye; Martens aye. Motion carried 4-0.

17. Receive update on current and future projects

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

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

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

19. Administrative reports

The City Manager gave an update on the following: upcoming meeting dates and holidays; manganese in the water; potential lead in service line letters; auction details; fall clean up/chunk your junk.

20. Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting ended at 7:03 p.m.

Approved this 8th day of December 2025.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: 25 Year Service Award

ITEM TITLE: Presentation of Oklahoma Municipal League's (OML) 25-Year Service Award to Keith Miller, Anthony Armstrong, Mike Fullbright, Ricky Randolph, and Kim Jamison

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: Each year, the Oklahoma Municipal League recognizes municipal employees across Oklahoma who have completed 25 years of service.

Keith Miller - 10/16/2000
Anthony Armstrong - 01/04/1996 (Catching up)
Ricky Randolph - 03/02/1989 (Catching up)
Mike Fullbright - 10/01/1992 (Catching up)
Kim Jamison - 05/04/2000

EXHIBITS:

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: N/A

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: Investment

ITEM TITLE: Discussion and possible action on staff's request to reinvest a General Fund Certificate of Deposit with Local Bank for 245 days at 4.09% interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for investment of the General Fund Certificate of Deposit. Armstrong Bank, Local Bank, Firststar Bank, and National Bank returned quotes. Staff requests approval to deposit with Local Bank for 245 days at 4.09% interest.

EXHIBITS: 1. GENERAL FUND CD

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest a General Fund Certificate of Deposit with Local Bank for 245 days at 4.09% interest.

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

DECEMBER 8, 2025

<u>Fund</u>	<u>Amount</u>
General Fund	\$122,037.48

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
126	<u>3.15%</u>	<u>3.75%</u>	<u>3.80%</u>	<u>4.02%</u>
245	<u>3.60%</u>	<u>3.55%</u>	<u>3.65%</u>	<u>4.09%</u>



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on December 10, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$122,037.48*	126	April 15, 2026	<u>3.80</u>
		245	August 12, 2026	<u>3.65</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., December 3, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 8, 2025.

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

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank
(Print Bank Name)

Date: 12/3/2025

By: Megan McHelle

*Estimated



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

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<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$122,037.48*	126	April 15, 2026	<u>3.15%</u>
		245	August 12, 2026	<u>3.60%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., December 3, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 8, 2025.

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

Kim Jamison, City Clerk

Submitted by:

Firststar Bank
(Print Bank Name)

Date: 12-2-2025

By: Erin Kan SUP/Market President

*Estimated



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<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$122,037.48*	126	April 15, 2026	<u>3.75%</u>
		245	August 12, 2026	<u>3.55%</u>

Quotes will be received by the City Clerk via e-mail: kjamison@sallisawok.org and must be received by 10:00 a.m., December 3, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 8, 2025.

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

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
(Print Bank Name)

Date:

12/3/25

By:

Pres.

*Estimated



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on December 10, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
General Fund	\$122,037.48*	126	April 15, 2026	<u>4.02</u>
		245	August 12, 2026	<u>4.09</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., December 3, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., December 8, 2025.

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

Kim Jamison

Kim Jamison, City Clerk

Submitted by:

Local Bank
(Print Bank Name)

Date: 12/2/25
By: [Signature]
for Treze Gardner

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: Agreement for Library Services

ITEM TITLE: Discussion and possible action on Agreement for Library Services, Facilities and Maintenance 2025-2026 between the Eastern Oklahoma Library System, with respect to the Stanley Tubbs Memorial Library, and the City of Sallisaw

INITIATOR: EOLS

STAFF INFORMATION SOURCE:

BACKGROUND: This is a formal agreement between the City and the EOLS. There hasn't been a formal agreement that we can find. This will codify responsibilities of each and isn't more than we already provide.

EXHIBITS: 1. City of Sallisaw Contract - LIBRARY

KEY ISSUES: N/A

FUNDING SOURCE:

RECOMMENDATION: Approval of Agreement for Library Services.

**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE
2025-2026**

This Agreement is made and entered into this ____ day of _____, 2025, by and between the Eastern Oklahoma Library System (the “System”) and City of Sallisaw (the “City”) to set forth all rights and obligations of the parties with respect to the Stanley Tubbs Memorial Library (the “Library”).

WITNESSETH:

WHEREAS, the System is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Adair, Cherokee, Delaware, McIntosh, Muskogee, and Sequoyah Counties; and

WHEREAS, the Library has been a member of the System operated by the Eastern Oklahoma Library System since 1970; and

WHEREAS, the Library is located within Sequoyah County (the “County”), and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by the System, including the 4 mill levy; and

WHEREAS, the City owns real property located at 101 E Cherokee Avenue, Sallisaw, Oklahoma, upon which the Library is located; and

WHEREAS, the System has agreed to provide all services necessary to operate the Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the Library facility; and

WHEREAS, the City will include estimated appropriations within its 2025-2026 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services at the Library facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. The City of Sallisaw Obligations:

1. The City will recommend at least one member to serve on the Eastern Oklahoma Library System Board of Trustees, as required by Oklahoma Law.
2. The City shall provide suitable buildings in which the Library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the Library facility, central heat and air conditioning with temperature control, gas, water, and electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage, equipment appropriate to building design and library function, and related equipment for the security of the facility and

customers. Access to the building will comply with State and Federal guidelines for disabled accessibility and safety, as may be amended from time to time.

3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below. Maintenance and operations involve maintaining the interior and exterior of the buildings, as well as the paved parking areas. Utilities, operations, and maintenance covered by this Agreement include:
 - a. Gas, water, and electricity.
 - b. Custodial services, including the implementation of special cleaning protocols recommended by flooring professionals
 - c. Building maintenance (including all fixtures and equipment purchased by the City)
 - d. Water, sewer, trash service, telephone

The City shall consult with the System annually about the scope and character of these services.

4. The City shall provide the landscaping and maintenance of the Library grounds; and be responsible for all expenditures for damage to the exterior of the building, plate glass windows, parking lots, air conditioning and heating, structure, and structural equipment and fixtures of said Library facility.
5. The City shall provide fire and extended coverage insurance for the Library facility, and also provide public liability insurance for the said Library facility and its grounds.
6. The City shall assume responsibility for all aspects of maintaining the Library facility as specified hereinabove from the date of this contract forward, and for all time previous to the adoption of this contract.

B. Eastern Oklahoma Library System's Obligations:

1. Provide a collection of materials and programming services at the Library.
2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by the System, not the City. Library staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of the System. The System will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Library. All decisions regarding the supervision, compensation, promotion, terms and conditions of employment, and discharge of such employees shall be made solely by the System. The System shall maintain workers' compensation insurance for all employees working at the Library in accordance with the applicable laws of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs, and administrative services.

4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability, and community need.
6. Provide library services to include, but not be limited to, sharing of materials among the System, the Library, and the other branch libraries within the System and libraries outside the System, and regularly scheduled delivery of library materials and business communications among the System administrative and branch locations.
7. Provide staff training in the areas of library automation systems, reading guidance, reference services, programming, customer services, and other library and community services.
8. Provide electronic systems for the circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Library in compliance with standards set by the System and the Oklahoma Department of Libraries.
10. The System shall own and maintain, where needed, all materials and equipment purchased by the System, which shall remain the property of the System. Property of the System shall comply with State and Federal guidelines for disabled accessibility and safety, as may be amended from time to time. The System shall insure the property it owns in such amounts and on such terms as determined by the System and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. The System shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.
11. By December 31 of each year, the System shall provide the City with a list of all building and/or property improvements that the System requests the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology the System determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain the Library.
13. Make a good-faith effort to minimize all operations and maintenance costs that will be paid for by the City.
14. The System shall provide notice to the City of any damages to the real and personal property and the need for repairs. Any repairs that require immediate action, such as, but not limited to, sewer backups, water leaks, or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, the System shall provide notice to the City within fourteen (14) days. The System shall

have a duty to use reasonable care to discover any damage or need for repairs to the Library.

15. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement. **Further**

C. Mutually Understood And Agreed:

1. That title to all real estate and the improvements thereon, which are the subject of this agreement, shall remain in the City and shall not be affected by this agreement; and
2. That the City maintains the right to enter the Library at any time during normal business hours of the Library for the purpose of making inspections of the premises; and
3. The System will have the right and privilege, subject to prior written approval of the Town, to perform nonstructural redecoration and remodeling to the Library from time to time as it sees fit; and
4. The System represents and agrees it is the System's policy, and shall remain the System's policy, to operate the Library so as not to discriminate against any employee, applicant for employment, or user of public services provided by the System based on race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, pregnancy, military status, or on any basis protected by federal or state laws; and
5. The term of this agreement shall be July 1, 2025, through June 30, 2026, and renew annually unless one of the parties provides written notice as outlined in C6 of this contract.
6. This agreement may be terminated by either party upon ninety (90) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and forty-five (45) days within which to correct the fault. This Agreement may be terminated with or without cause upon giving 120 days written notice to the other party.
7. Upon the expiration or termination of this agreement, to peaceably quit and surrender possession to the City of the Library facility, fixtures, equipment, and library materials owned by the City in as good a condition as reasonable use and wear thereof would permit in accordance with Oklahoma Statute 65, 4-105 Paragraph 12c.

D. Agreement and Amendments:

1. This written Agreement between the City and the System constitutes the entire understanding between the parties, and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

2. The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver, or affect any other default by the other party.
3. If any one or more of the covenants, agreements, or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.

E. Notices:

For the purpose of notice given under this Agreement, the parties may be notified as follows.

CITY:

City of Sallisaw
115 E Choctaw
PO Box 525
Sallisaw, Oklahoma 74955
(918) 775- 6241

The System:

Eastern Oklahoma Library System
14 East Shawnee Bypass
Muskogee, Oklahoma 74403
(918) 683-2846
info@eols.org

This Agreement sets forth all the terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, Eastern Oklahoma Library System and the City of Sallisaw have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY OF SALLISAW, OKLAHOMA

KIM JAMISON, CITY CLERK

By _____
ERNIE MARTENS, MAYOR

REVIEWED AS TO FORM AND LEGALITY:

JORDAN PACE, CITY ATTORNEY

ATTEST:

BOARD OF TRUSTEES OF THE EASTERN
OKLAHOMA LIBRARY SYSTEM

SECRETARY

By _____
CHAIR, BOARD OF TRUSTEES

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: Resolution 2025-18

ITEM TITLE: Discussion and possible action on Resolution No. 2025-18; *A Resolution to Increase the Salary of the Elected Chief of Police of the City of Sallisaw, Oklahoma*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: This Resolution will increase the base salary of the elected Chief of Police. The amounts of \$100,000.00 or \$110,000.00 are being proposed. The last base salary adjustment was approved in May 2022, effective April 2023, setting the base salary at \$80,000.00. Since that time, there have been 2 COLA adjustments, increasing the Police Chief's salary to \$84,048.00. Taking into consideration the salaries of the PD captains and lieutenants it is recommended that the Chief of Police salary be increased.

EXHIBITS: 1. Police Chief.12.2025.Salary Resolution

KEY ISSUES:

FUNDING SOURCE: General Fund Budget

RECOMMENDATION: Approval of Resolution # 2025-18, increasing the Chief of Police base salary (\$100,000.00 or \$110,000.00).

RESOLUTION No. 2025-18

**A RESOLUTION TO INCREASE THE SALARY OF THE ELECTED CHIEF OF POLICE OF
THE CITY OF SALLISAW, OKLAHOMA**

WHEREAS, the Charter of the City of Sallisaw, Oklahoma provides that the salary of the Chief of Police shall be set by the Board of Commissioners prior to the term of office for the Chief of Police; and

WHEREAS, the salary for the Chief of Police should be increased to \$100,000.00 or \$110,000.00 per annum prior to the next term for such position.

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

Effective the second Monday following the first Tuesday in April, 2026 (April 20, 2026), the Chief of Police of the City of Sallisaw shall receive a salary of \$100,000.00 or \$110,000.00 per annum, and, if thereafter all or substantially all of the employees of the City of Sallisaw receive cost of living increases, then, and in such event, the Chief of Police of the City of Sallisaw shall be entitled to receive the same percentage of increase in salary that is granted to all, or virtually all, other employees. The salary of the Chief of Police shall not be reduced during the term of office.

Passed and approved this 8th day of December 2025.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, MAYOR

ATTEST:

KIM JAMISON, CITY CLERK

[SEAL]

APPROVED AS TO FORM AND LEGALLITY:

JORDAN PACE, CITY ATTORNEY

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: Sidewalk Improvements

ITEM TITLE: Discussion and possible action on Contract for Engineering Services in the amount of \$45,600.00 between the City of Sallisaw and Neel, Harvell and Associates P.C. for the Sidewalk Improvements (Ruth Street - Kerr Blvd to Cedar Street) including the revised cost estimate

INITIATOR:

STAFF INFORMATION SOURCE: Engineer

BACKGROUND: This is for engineering services for the preparation of the design, plans, and specification and the general construction observation of the Sidewalk Improvements project during construction of the Kerr-Cedar portion of the overall project.

EXHIBITS: 1. revised Engr Contract 2025
2. Rev Nov 14, 2025

KEY ISSUES: All fees other than the preliminary engineering fee shall be paid pending award of state grant and/or additional funding becomes available.

FUNDING SOURCE: Misc Eng Fees GF #010-100-57703

RECOMMENDATION: Approval of the Engineer Contract and revised cost estimate.

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **December**, 2025, by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS, hereinafter called ENGINEER, and the **City of Sallisaw** , hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to THE
SIDEWALK IMPROVEMENTS
(Ruth Street - Kerr Blvd to Cedar Street)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the design, plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans, preliminary cost data, and for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with one (1) copies of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.
 - (d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.

- (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.
- (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.

2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER. The fee shall be as follows:

Sidewalk Improvements:

Preliminary Engineering Fee	\$ 4,500.00
Engineering Fee	\$ 26,200.00
Surveying Fee	\$ 4,500.00
Inspector Fee	\$ 10,400.00

Total Fees	\$ 45,600.00

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

Engineer, Principal	\$ 225.00
Engineer, Project	\$ 150.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 125.00
General Inspection	\$ 75.00
Full Time Inspection	\$ 90.00
CAD	\$ 90.00
Secretary	\$ 60.00
Reproduction & Misc. Expenses	Actual Cost

All fees other than preliminary engineering fee shall be paid pending award of state grant and/or additional funding becoming available.

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.
4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not. Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible "As-Built" plans as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed designs, plans prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CONTRACT FOR ENGINEERING SERVICES - Page Four

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT the day and year first above written.

OWNER:

City of Sallisaw
P.O. Box 525
Sallisaw, Oklahoma 74955

BY: _____
Mayor

ATTEST:

BY: _____
Clerk

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
P. Doug Harvell, P.E.

ATTEST:

BY: _____
Scott Neel

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak
SALLISAW, OKLAHOMA 74955
(918)775-7731

City of Sallisaw
Sidewalk Improvements

(Ruth Street - Kerr Blvd to Cedar Street)

Revised November 14, 2025

** Length of Sidewalk 1,930 LF

ENGINEERS COST ESTIMATE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
1.	Mobilization, Bonds and Insurance Lump Sum	\$ 12,500.00
2.	Traffic Control & Safety Lump Sum	\$ 13,000.00
3.	Concrete Sidewalk (4" thick x 5' wide) 1,075 SY @ \$ 120.00/SY	\$ 129,000.00
4.	4" Coarse Drain Fill (#67) 130 CY @ \$ 130.00 /CY	\$ 16,900.00
5.	Concrete Curb & Gutter 50 LF @ \$ 60.00/LF	\$ 3,000.00
6.	Cut, Remove & Disposal of Concrete Curb & Gutter 318 LF @ \$ 55.00/LF	\$ 17,490.00
7.	Concrete Handicap Ramp 30 EA @ \$ 500.00/EA	\$ 15,000.00
8.	Concrete Drainage Box over Beaver Slide w/ Metal Plate 2 EA @ \$ 4,500.00/EA	\$ 9,000.00
9.	6" Concrete Retainer Wall 20 CY @ \$ 1,000.00/CY	\$ 20,000.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
10.	Aluminum Hand Rails 70 LF @ \$ 150.00/LF	\$ 10,500.00
11.	6" x 8" Rip Rap 30 TON @ \$ 120.00 /TON	\$ 3,600.00
12.	Seed and Mulch 2 AC @ \$ 2,500.00/AC	\$ 5,000.00
13.	Compaction & Concrete Testing Lump Sum	\$ 6,500.00
Total Estimated Construction Cost		\$ 261,490.00
	Preliminary Engineering Fee	\$ 4,500.00
	Engineering Fee	\$ 26,200.00
	Surveying Fee	\$ 4,500.00
	Inspector Fee	\$ 10,400.00
Total Estimated Cost of the Project		\$ 307,090.00

* Owner will provide part time Inspector - Street Department

(120 days to complete) ???

****Relocate Existing Irrigation System / Walmart ???**

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Board of City Commissioners
Subject: Dilapidate Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 703 S Oak Street is a Public Nuisance; Case #12-25-1C, Condemnation of Dilapidated Structure

INITIATOR: Code Enforcement

STAFF INFORMATION SOURCE: Code Enforcement

BACKGROUND: The property contains significant amounts of trash and debris, as well as a deteriorated travel trailer being used as a primary residence by the owner’s grandson. There are no active utilities on-site. The condition of the property violates multiple zoning and property maintenance ordinances.

City staff have made repeated efforts to work with the owner to achieve compliance; however, no corrective action has been taken. Community Development has determined that the travel trailer and overall conditions are unsanitary, unfit for human occupancy, beyond repair, and should be removed.

EXHIBITS: 1. Mitchell Condemnation letter
2. 156_OneMap
3. 703 S Oak Stret

KEY ISSUES:

- Property contains large amounts of trash and debris.
- Travel trailer in poor condition.
- No active utilities on the property.
- Violations of zoning and property maintenance codes.
- Repeated attempts to gain compliance have failed.
- Structure deemed unsanitary, unfit for occupancy, and beyond repair.

FUNDING SOURCE: N/A

RECOMMENDATION: Declare Case #12-25-1C a public nuisance and direct staff to abate.

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

TO: BERTHA MITCHELL

****** * ******

FT SMITH AR 72901

Case #12-25-1C

25-0154

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

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

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

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

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on DECEMBER 8TH, 2025, in the Sallisaw Municipal Complex for the following described real property:

703 S OAK, SALLISAW, OKLAHOMA 74955

Real Estate Parcel: 0002-00-077-001-0-000-00

Legal Description: S2 L.3 & ALL LOT 1 BL 77, ORIGINAL TOWN OF SALLISAW

This notice issued, posted and mailed on 1 December 2025.

By: _____
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

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



Google

Google

Google

1 inch = 87 feet

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via DataScout OneMap®







ADMINISTRATIVE REPORTS

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

Upcoming Events:

Christmas Parade - 6PM

Christmas 25th & 26th - Christmas - City Holiday

January 1st - New Years - City Holiday

January 12th - Next Board Meeting

City Manager Reports:

Christmas tree lighting was a huge success. Thank yous go out to Commissioner Mendiola for championing the new tree, the City IT and Parks department for putting it together and programming it, to the Chamber, School District and everyone else that made the evening extra special.

City Projects:

AMI project coming back. They will begin the middle of the month installing the electric meters and next month they will finish up the water meters.

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

Soccer fields--we are going through some paperwork and review process with some state and federal agencies for the grant money we were awarded before we can go out for bid and start work. we hope to be out for bid end of January, beginning of February