

**SALLISAW PLANNING COMMISSION
REGULAR MEETING**

March 3, 2026

5:30 P.M.

**Council Chambers
113 North Elm St
Sallisaw, Oklahoma**

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Consider approval of regular minutes of October 7, 2025**
- 4. Discussion and possible action on Case No. PC2026-001; preliminary plat presentation for McHenry Subdivision by Billy McHenry and Patty McHenry**
- 5. Discussion and possible action on Case No. PC2026-003; preliminary plat presentation for Jedic Estates by Rich Looper Construction, LLC**
- 6. Discussion and possible action on Mobile Home Ordinance**
- 7. Discussion and possible action on Fiber Optic Easement Agreement**
- 8. Discussion and possible action on Right-of-Way Permit Fees; an Addendum for the City's Master Fee Schedule**
- 9. Discussion and possible action on Economic and Community Development Incentives Policy**
- 10. Adjourn**

Posted: FEBRUARY 26, 2026
Time: 4:45 PM

Lisa Gabbert

MINUTES

SALLISAW PLANNING COMMISSION

REGULAR MEETING

OCTOBER 7, 2025

The Sallisaw Planning Commission met in a regular meeting on October 7, 2025, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by posting at city hall on October 3, 2025, at 4:00 pm by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Tim Brown Scott Looper Crystal Sides Matt Duke Brady Bauer Reece Bush Beko Rivera	Chairman Vice Chairman Secretary Member Member Member Member
Members absent:	None	
Staff present:	Chris Carter Lisa Gabbert Brian Heverly	Senior Code Inspector Recording Secretary City Manager
Others present:	Rich Looper Joe Gindhart Mike Sharp and others present	

Meeting called to order

Meeting was called to order at 5:30 pm.

Declaration of a quorum

A quorum was declared.

Consider approval of regular minutes of September 2, 2025

Motion made by Bush, seconded by Bauer to accept the minutes of the regular meeting of

September 2, 2025, as presented.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Consider approval of the 2026 Meeting Dates

Motion made by Bauer, seconded by Duke to approve the 2026 meeting dates, being the first Tuesday of the month at 5:30 p.m.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-002; Replat presentation of Fairview Addition by 55 Properties, LLC.

Carrigan withdrew 55 Properties, LLC application to replat.

Motion made by Bush, seconded by Rivera, to strike the item from the agenda.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-003; rezoning request from Residence District (R-2) to High Density Residential Housing District (RT-2) by 55 Properties, LLC.

Carrigan withdrew 55 Properties, LLC application to rezone.

Motion made by Bush, seconded by Sides to strike the item from the agenda.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-007; preliminary plat presentation of Spencer Addition by Colton and MacKenzie Spencer

Motion made by Bauer, seconded by Sides to accept the plat of Spencer Addition by Colton and MacKenzie Spencer.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-008; rezoning request from Agriculture to One-Family Residence District (R-1) by Colton and MacKenzie Spencer

Motion made by Looper, seconded by Rivera to accept the rezoning request from Agriculture to One-Family Residence District (R-1) by Colton and MacKenzie Spencer.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-009; preliminary plat presentation of June Addition by Richard Looper Construction, LLC

Carter let the board know the June Addition would have five acres split into three lots and utilities would be available. Mike Sharp, who lives in the vicinity, told the board he would like to see Looper have two lots instead of three to maintain the integrity of the area since all the other residences have two or more acres. Looper responded his concern would be that a two or more acre lawn would be a lot to maintain.

Motion made by Sides, seconded by Bauer to accept the plat for the June Addition by Richard Looper Construction, LLC.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action on Case No. PC2025-010; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Richard Looper Construction, LLC

Motion made by Bauer, seconded by Sides to accept the rezoning request for June Addition from Agricultural District (A-1) to One Family Residence District (R-1) by Richard Looper Construction, LLC

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Discuss and take possible action concerning Gravel Road Standards.

Carter said they did not have any standards completed, and would bring them to the board when they were ready to be presented.

Motion made by Bauer, seconded by Bush to remove the item from the agenda.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Adjourn

Motion made by Looper, seconded by Bush to adjourn the meeting.

Vote: Brown aye, Looper aye, Sides aye, Bauer aye, Duke aye, Bush aye, Rivera aye. Motion carried 7-0.

Meeting adjourned at 5:48 p.m.

Approved this _____ day of _____, _____.

Tim Brown, Chairman

ATTEST:

Crystal Sides, Secretary

AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Preliminary plat presentation for McHenry Subdivision by Billy McHenry and Patty McHenry

ITEM TITLE: Discussion and possible action on Case No. PC2026-001; preliminary plat presentation for McHenry Subdivision by Billy McHenry and Patty McHenry

INITIATOR: Kelly Osburn, Osburn Land Surveying

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Billy and Patty McHenry, will be presenting a preliminary plat on McHenry Subdivision for approval. The property is located on the West side of Wheeler Ave., adjacent to Wilshire Ave. and Sequoyah Ave.

EXHIBITS:

1. PC2026-001 Application
2. PC2026 -001 plat layout
3. McHenry Sub Area

KEY ISSUES: None.

FUNDING SOURCE:

RECOMMENDATION:

PC2026-001

PLANNING COMMISSION

APPLICATION FOR PLAT APPROVAL

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

McHenry Prop
General Location 1404th Hwy 59
(Street Address, Legal Description and Acreage: Attach additional sheets if necessary)

Present Use of Property Ag

Proposed Use of Property Ag & Commercial

Record Owner of Property Billy McHenry

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

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

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

Signed [Signature] Address P.O. Box 1404
Phone 918-774-4152 Sallisaw

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date: _____
Present Zoning _____
Fee Receipt: _____ Requested: _____
PC Action: _____ Date: _____
City Action: _____ Date: _____
Ordinance No.: _____

MCHENRY,
BILLY J. &
PATRICIA A

MCHENRY,
BILLY & PATTY

Lessley Ln

Sequoyah Ave

N

Whreifer St

E Wilshire Ave

AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Preliminary plat presentation for Jedic Estates by Rich Looper Construction, LLC

ITEM TITLE: Discussion and possible action on Case No.PC2026-003; preliminary plat presentation for Jedic Estates by Rich Looper Construction, LLC

INITIATOR: Kelly Osburn, Osburn Land Surveying

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Rich Looper Construction, LLC, will present the preliminary plat on Jedic Estates for Rich Looper Construction, LLC for approval. The property is located on Pinto Ave. just East of Clydesdale.

- EXHIBITS:**
1. PC2026-003 Application
 2. 260112 Jedic Estates PRELIM EMAIL (002)

KEY ISSUES: None.

FUNDING SOURCE:

RECOMMENDATION:

CASE # 7

PLANNING COMMISSION

APPLICATION FOR PLAT APPROVAL

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

Jedie Best
General Location Between Pinto st Arabian St
(Street Address, Legal Description and Acreage: Attach additional sheets if necessary)

Present Use of Property A2

Proposed Use of Property A2

Record Owner of Property Richard Cooper

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

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

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

Signed [Signature] Address P.O. Box 1406
Phone 918-774-9458 Sallisaw, OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: [Signature] Date: 2-2-26

Present Zoning _____

Fee Receipt: _____ Requested: _____

PC Action: _____ Date: _____

City Action: _____ Date: _____

Ordinance No.: _____

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Rich Looper Construction, LLC, being the sole owner of the fee simple and to the following described real estate by virtue of deed filed in Book 1720 of Page 64, situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

A 600-acre parcel of land, more or less, less public road right of way and being subject to any assessments of record, being situated in a part of the SE/4 NW/4 SE/4 and a part of the SW/4 NE/4 SE/4 of Section 30, Township 12 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1428 on October 7, 2025. The base of bearing for the described parcel is S00°08'08"W along the East line of the SE/4 and is more particularly described as:

Commencing at the SW Corner of said SE/4 NW/4 SE/4, said point being 1884.43 feet S89°53'24"W of the SE corner of the NE/4 SE/4; thence along the South line thereof N89°53'24"E 265.82 feet to the point of beginning thence in line with and along an existing fence N08°16'59"E 258.15 feet to a fence angle corner post; thence along an existing fence N28°02'32"E 78.47 feet to a fence corner post; thence S89°22'37"E 20.54 feet to a set #3 rebar w/cap; thence N00°02'21"E 78.77 feet to a fence angle corner post; thence along and beyond an existing fence N04°02'24"E 259.13 feet to the North line of said SE/4 NW/4 SE/4; thence along the North line thereof and the North line of the SW/4 NE/4 SE/4 N89°55'57"E 455.69 feet; thence S10°13'38"E 684.09 feet to the South line of said SW/4 NE/4 SE/4; thence along said South line and the South line of said SE/4 NW/4 SE/4 S89°53'24"W 747.81 feet to the point of beginning.

I have caused the same to be surveyed, staked and plotted and have caused the same to be named and designated "Jedie Estates, an addition to the City of Sallisaw, Oklahoma." I hereby dedicate to the City of Sallisaw, its successors and assigns, all easements and streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

Owner- Richard Looper

STATE OF OKLAHOMA SS COUNTY OF SEQUOYAH

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

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

Notary

My Commission Expires:

(SEAL)

SURVEYOR'S CERTIFICATE

I, Kelly Osburn, Oklahoma Professional Land Surveyor, being a competent surveyor and a Registered Land Surveyor under Registration No. 16226, do hereby certify that I have carefully and accurately surveyed and staked the property located on a part of the SE/4 NW/4 SE/4 and a part of the SW/4 NE/4 SE/4 of Section 30, Township 12 North, Range 24 East, Sequoyah County, Oklahoma, as described on this plat and that monuments have been found or placed at all property corners and that the described plot is a true representation of said survey conducted by me and under my direct supervision. This survey meets the Oklahoma Minimum Standards for the practice of Land Surveying. The Last Site Visit: 00-00-0000.

Certificate of Authorization: #5391; Expires 6-30-2027

Witness my hand this the _____ day of _____, 2026.

Kelly Osburn, P.L.S.

STATE OF OKLAHOMA SS COUNTY OF SEQUOYAH

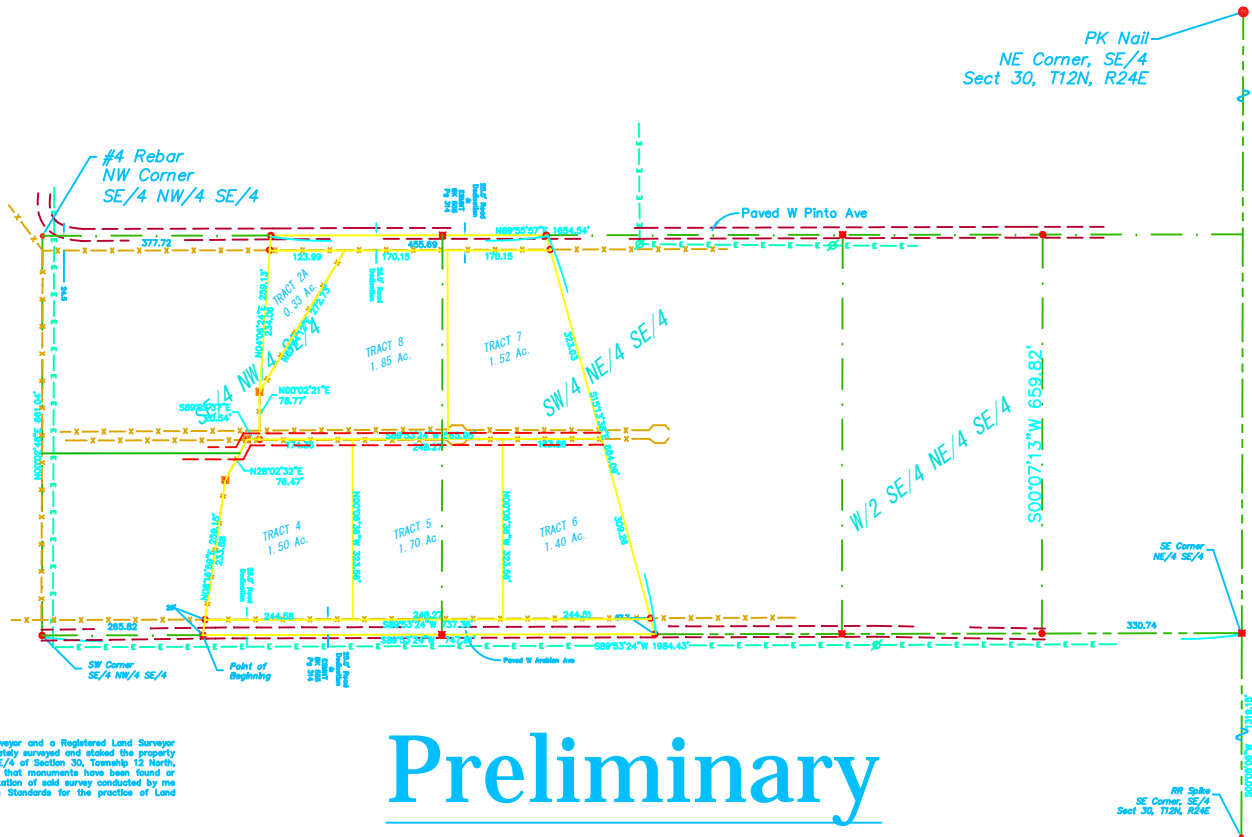
Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared Kelly Osburn, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary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

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

Notary

My Commission Expires:

(SEAL)



Preliminary Jedie Estates

An addition to the City of Sallisaw, being a part of the SE/4 NW/4 SE/4 and part of the SW/4 SW/4 SE/4 of Section 30, Township 12 North, Range 24 East Sequoyah County, Oklahoma.

Date: 02-2026 Scale: 1"=100'

Owner/Developer: Rich Looper Construction LLC
Osburn Land Surveyors, Inc.
3615 West Cherokee P.O. Box 1406
Sallisaw, OK 74955
Office - (918) 775-9322

APPROVAL OF PLAT

The Board of Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Jedie Estates", an addition to the City of Sallisaw, Oklahoma, and accepts the streets and easements shown therein.

Dated this _____ day of _____, 2026.

CITY OF SALLISAW

MAYOR

ATTEST:

CITY CLERK

(SEAL)

The Planning Commission of the City of Sallisaw, Oklahoma recommends approval of plat "Jedie Estates", an addition to the City of Sallisaw, Oklahoma and the easements as shown therein.

Recommended Approval on _____ day of _____, 2026

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

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

Dated the _____ day of _____, 2026.

COUNTY TREASURER

NOTES:

Base of Bearing is Assumed S00°08'08"W along the East line of the SE/4 of Section 30, Township 12 North, Range 24 East, Sequoyah County, Oklahoma

All Lot measurements are to Lot Corners.

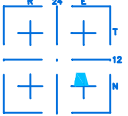
Title Opinion dated December 16, 2025. Easements filed of record may affect this subdivision from title opinion.

Book 220 Page 425 is a right of Way Easement in favor of Cookson Hills Electric Co-Operative. This instrument is a blanket description and give no specific location of electric transmission or distribution lines across the described property in said Book 220 Page 425.

Easements affecting this property that have NOT been provided in the title commitment or others, either written or implied, have not been shown.

Any and all building sets backs and/or lot restrictions shall be dictated by the applicable zoning ordinance for which each lot is zoned. Said application and enforcement is by the City of Sallisaw.

- Set #3 Rebar w/cap
- Existing Monument
- Calculated Point
- Set by Kelly Osburn
- Peace Corner Post



AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Review of Mobile Home Ordinance

ITEM TITLE: Discussion and possible action on Mobile Home Ordinance

INITIATOR: City Council

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: City Commissioners have requested the Planning Commission review possible changes to the Mobile Home Ordinance by amending or adding Section 82-207 to Article V of Chapter 82 before city council approval:

- a. Option 1: Make no changes to Chapter 82
- b. Option 2: Ordinance: Allows for replacement of a manufactured/mobile home that was on residential property prior to 2010
- c. Option 3: Ordinance: Allows for replacement of a manufactured/mobile home as part of the Cherokee Nation's Housing Authority programs

EXHIBITS:

- 1. ORDINANCE NO. 2026.03 - OPTION 2 (ALLOWING REPLACEMENT)
- 2. ORDINANCE NO. 2026.03 - OPTION 3 (CNHA PROGRAMS ONLY)

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

ORDINANCE NO. 2026-03

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY ADOPTING
AND ADDING SECTION 82-207 TO ARTICLE V OF CHAPTER 82; AND
DECLARING AN EMERGENCY**

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

Section 1.

That Chapter 82, Article V, of the Sallisaw Code of Ordinances shall be, and hereby is, amended by adding Section 82-207, to wit:

Section 82-207 – Existing Manufactured/Mobile Homes Exception in Residential Zones (R-1, R-2, and R-3) (meeting the definition in section 82-202).

- (a) No new manufactured/mobile homes will be allowed to be placed in residential zones.
- (b) Manufactured/mobile homes are permitted in residentially zoned land only if a manufactured/mobile home was present on the property prior to 2010.
- (c) Manufactured/mobile homes that were placed on residentially zoned land prior to 2010 may be replaced with another manufactured/mobile home due to owner's desire or when the current manufactured/mobile home is no longer inhabitable as determined by City Code Enforcement and is deemed a nuisance by the Board of Commissioners.
- (d) The following requirements must be met:
 - (1) The replacement manufactured/mobile homes must be the same size or larger than the one being replaced.
 - (2) Replacement must occur within 30 days of the removal of the old manufactured/mobile homes.
 - (3) Any replacement manufactured/mobile homes must meet and be placed following current and applicable building and safety codes.
 - (4) Only after appropriate and applicable permits have been applied for and all work related to the replacement as required by code has been inspected and found to meet requirements.
- (e) Nothing in this section shall be construed as to allow for additional manufactured/mobile homes to be placed on property in residential zones.

(f) All other aspects of the emplacement and property on which the replacement is being made must conform to the requirements Chapter 82 and 102 of the Sallisaw Code of Ordinances unless previous variances or waivers were granted.

Section 2.

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

Approved this 9th day of February, 2026.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

APPROVED AS TO FORM AND LEGALITY:

JORDAN PACE, City Attorney

ORDINANCE NO. 2026-03

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AND ADDING SECTION 82-207 TO ARTICLE V OF CHAPTER 82; AND
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**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA.**

Section 1.

That Chapter 82, Article V, of the Sallisaw Code of Ordinances shall be, and hereby is, amended by adding Section 82-207, to wit:

Section 82-207 – Existing Manufactured/Mobile Homes Exception in Residential Zones (R-1, R-2, and R-3) (meeting the definition in section 82-202).

- (a) Manufactured/mobile homes in residentially zoned land will only be permitted if the owners are replacing the manufactured/mobile homes as part of the Cherokee Nation's Housing Authority programs.
- (b) Any replacement homes must meet the following conditions:
 - (1) The replacement manufactured/mobile homes must be the same size or larger than the one being replaced.
 - (2) Replacement must occur within 30 days of the removal of the old manufactured/mobile homes.
 - (3) Any replacement manufactured/mobile homes must meet and be placed following current and applicable building and safety codes.
 - (4) Only after appropriate and applicable permits have been applied for and all work related to the replacement as required by code has been inspected and found to meet requirements.
- (c) Nothing in this section shall be construed as to allow for additional manufactured/mobile homes to be placed on property in residential zones.
- (d) All other aspects of the emplacement and property on which the replacement is being made must conform to the requirements Chapter 82 and 102 of the Sallisaw Code of Ordinances unless previous variances or waivers were granted.

Section 2.

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

Approved this 9th day of February, 2026.

CITY OF SALLISAW, OKLAHOMA

By: _____
ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

APPROVED AS TO FORM AND LEGALITY:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Review of Fiber Easement Agreement

ITEM TITLE: Discussion and possible action on Fiber Optic Easement Agreement

INITIATOR:

STAFF INFORMATION SOURCE: City Manager Brian Heverly

BACKGROUND: The fiber optic easement agreement is presented for review by the Planning Commission before being presented to city council for approval.

EXHIBITS: 1. fiber_easement_agreement_sallisaw

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

Fiber Optic Easement Agreement

This Easement Agreement ("Agreement") is made and entered into on this ___ day of _____, 2026, by and between:

- Grantor (Municipality): City of Sallisaw
- Grantee (Fiber Company): _____

1. Grant of Easement

Pursuant to Title 11 of the Oklahoma Statutes (Municipal Code) and Title 17 (Corporation Commission and Utilities), the Grantor hereby grants to the Grantee a non-exclusive easement within the public right-of-way for the purpose of installing, operating, maintaining, and repairing underground fiber optic cables and related facilities.

2. Easement Area

The easement shall extend along the designated route approved by the Municipality, as shown in Exhibit A (attached map or description).

3. Term

This easement shall be perpetual unless terminated by mutual agreement or as otherwise provided herein.

4. Compensation

Grantee shall pay Grantor a fee of **\$0.25** per linear foot of fiber optic cable installed within the easement area.

- Measurement: Linear footage shall be calculated based on the approved construction plans.
- Payment Schedule: Payment shall be made within thirty (30) days of completion of installation and verification by the Municipality.

5. Restoration Requirements

Grantee shall restore all disturbed areas to their original condition or better, in compliance with Oklahoma Administrative Code Title 165 (Public Utility Standards) and municipal standards.

Restoration shall include:

- Street & Pavement Cuts: All pavement cuts must be repaired using materials and methods approved by the Municipality.
- Sidewalks: Replace or repair any damaged sidewalks to original specifications.
- Lawn & Landscaping: Restore lawns, sod, and landscaping disturbed during installation. This includes reseeding or resodding grass areas and replacing shrubs or plants where applicable.
- Inspection: Restoration work shall be subject to inspection and approval by the Municipality.

- Bond: Grantee shall provide a restoration bond in the amount of \$ _____ prior to commencement of work.

6. Compliance

Grantee shall comply with all applicable laws, ordinances, and regulations, including obtaining necessary permits under 11 O.S. § 36-101 et seq. and coordinating with other utilities.

7. New work

Any future expansion beyond the initially approved plans will need to go through the same application and inspection process, including appropriate fees for the additional work.

8. Indemnification

Grantee agrees to indemnify and hold harmless the Municipality from any claims, damages, or liabilities arising from Grantee's activities under this Agreement.

9. Insurance

Grantee shall maintain general liability insurance in the amount of \$ _____ and provide proof of coverage to the Municipality.

10. Termination

This Agreement may be terminated by the Municipality for non-compliance after thirty (30) days written notice and failure to cure.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Grantor: _____

Grantee: _____

AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Right of Way Permit Fees Addendum

ITEM TITLE: Discussion and possible action on Right-of-Way Permit Fees; an Addendum for the City's Master Fee Schedule

INITIATOR:

STAFF INFORMATION SOURCE: City Manager Brian Heverly

BACKGROUND: A draft addendum to the City's Master Fee Schedule for review, which includes Right-of-Way (ROW) permit fees for standard ROW work and infrastructure installation.

EXHIBITS: 1. CITY FEE SCHEDULE-Example-ROW

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

RIGHT-OF-WAY (ROW) PERMIT FEES

A. Standard ROW Work

Permit Type	Fee
Minor excavation (\leq 50 linear feet)	\$40
Standard excavation (51–500 linear feet)	\$75
Major excavation ($>$ 500 linear feet)	\$200
Bore/Directional Drilling Permit	\$50 per bore
Emergency repair permit	\$0 (notification still required)

B. Utility Infrastructure Installation

Activity	Fee
New utility line installation (buried/underground) 4' target depth separated from existing by at least 1'	\$0.15 per linear foot
Fiber optic installation 3' target depth separated from existing by at least 1'	\$0.10 per linear foot
Aerial line installation (on poles within ROW)	\$23 per pole attachment

AGENDA ITEM COMMENTARY

Meeting Date: March 3, 2026
Board: Sallisaw Planning Commission
Subject: Economic and Community Development Incentives Policy

ITEM TITLE: Discussion and possible action on Economic and Community Development Incentives Policy

INITIATOR:

STAFF INFORMATION SOURCE: City Manager Brian Heverly

BACKGROUND: Economic and Community Development Incentives Policy for review by the Planning Commission before presentation to city council; drafted as a process for the city to encourage investment in the development of the City of Sallisaw.

EXHIBITS: 1. Development Incentives

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

CITY OF SALLISAW ADMINISTRATIVE POLICY	Policy Number:		Revision	
	Effective Date	May 1 st , 2026		
Subject:	Economic and Community Development Incentives			
Department(s):	Administration, Community Development, Economic Development			

Purpose

The purpose of this policy is to provide guidance on the consideration and granting of and the approval process for development incentives from the City to the developers, builders and commercial and industrial partners.

Background

It is the City’s desire to encourage the development and expansion of residential, commercial and industrial opportunities. The City will partner with builders, developers and businesses, incentivizing investment in the City of Sallisaw through waiving permitting fees, utilities allowances and under certain circumstances tax rebates. From planning to breaking ground, to construction, to opening day and through the first several years, the City will do what it can to see the endeavor come to fruition and be sustainable.

Definitions:

- A. *City*. The City of Sallisaw Oklahoma, the Sallisaw Municipal Authority or Sallisaw Industrial Authority.
- B. *Developer*. Any person, group of persons, association, partnership, firm or corporation who improves existing facilities or constructs new buildings or facilities within the City of Sallisaw, be they residential, commercial or industrial.
- C. *Utilities*. For this policy, utilities refer to electric, water, wastewater, sanitation, and fiber utility services.
- D. *Taxes*. Any compulsory contribution to City revenue, levied by the City on commercial or industrial businesses through costs added to goods, services, and/or transactions.

Policy/Procedure

- A. When a request is made for incentives, the following shall be considered prior to submission to the Board of Commissioners for a vote.
 - 1. Scale of the project, i.e. monetary investment by the developer through completion
 - 2. Scope of the project, i.e. size, number of individual units, employment targets; the scope of the project may necessitate a formal impact study
 - 3. The impact on existing business competition
 - 4. The goods and services proposed vs “leakage” reports within the same target customers

5. Direct and indirect/secondary impacts on the community over the life of the project
6. Future impacts of the project on employment, revenue and “costs to the City” (maintenance and replacement costs, etc.)
7. The City’s funding sources to assess the viability of covering up front costs vs revenues generated over time
8. Applicants will be limited to one project per address per year

B. Types of incentives available through agreement.

1. Permitting fees- can be waived or reduced.
2. Deposits- can be waived, reduced or time held reduced.
3. Inspection fees- can be waived or reduced.
4. Connection/ Tap fees- can be waived or reduced
5. Materials provided by the city (ie transformers, poles, meters etc)- costs may be reduced to City cost or lower, waiving the “cost+%” per the Master Fee Schedule.
6. Installation costs- can be waived or reduced to only material costs
7. Utilities incentive- services may be extended up to 150 feet from primary service, (sewer, water, fiber, or electric) towards the project. Additional utility work or necessary hardware may be incentivized but not eliminated.
8. Tax Rebates- can be considered on a case-by-case basis for new construction, expansions of existing facilities, or renovations; Occupancy OR Sales Tax

****Limited to the City-specific taxes, state and county taxes can NOT be incentivized by the City.****

i. Sales Tax

- Any tax rebate incentive will be up to 1% of the total sales tax revenue projected to be generated by the project/business annually (percentage that otherwise would be allocated to the City’s General Fund) for a period not to exceed 5yrs and capped at \$100,000 rebated per year. Limited to the original amount requested/approved for the project. If the requested/approved amount is reached prior to the last year of the agreement, then the agreement will be considered fulfilled and terminated. For example, if an agreement is requested/approved whose total amount is \$400k (\$80k over 5 yrs) and the percentage agreed to yields payments of \$400k in the first four years, the agreement will be considered complete and terminated.
- The incentive will be paid annually by March 31st based on the agreed upon percentage of sales tax revenue collected January-December of the previous year, including “partial” years.
- The total amount to be rebated may be SPLIT between multiple parties to the project, ie landowner, developer, business, etc.

ii. Occupancy/Hotel Tax (in addition to any Sales Tax, as applicable)

- Any tax rebate incentive will be limited to \$100,000 of the total occupancy/hotel tax revenue projected to be generated by the establishment

annually. *This is in addition to any Sales Tax rebate reached as part of the overall agreement.*

- The incentive will be paid annually by March 31st based on the agreed upon percentage of occupancy/hotel tax revenue collected January-December of the previous year, including “partial” years.
- Additions that includes new services, ie restaurants, and will only be allowed to leverage their associated increase in sales tax revenue NOT the revenue of the entire facility.
- This incentive will only be used once during the project, for one “aspect” of the project. It may be split between multiple parties to the project, ie landowner, developer, business, etc, but is not compounded per recipient.

iii. For renovation projects:

- On existing/occupied facilities, the amount that can be leveraged for a requested incentive will only be the expected increase in specific tax revenue the renovation will bring, ie the increase in tax a new room at a new rental rate would bring, the increase in tax a bar would bring when added to a restaurant.
- Rebate will be calculated by subtracting the business’s average annual tax revenue of the 3 years prior to the agreement starting.
- For projects on properties with vacant/non-producing square footage, requests for renovation support will be treated as “new” projects.

9. Available state and federal grants for partial or complete projects through jointly applying, sponsoring or endorsing grant applications as long as any agreement made that obligates funding is done so contingent on approval of the grant.

10. Tax Increment Financing District(s) are possible but require additional documentation (project plan) and process steps (public hearings and/or approvals).

C. Process and Approvals

1. The following is the process for requesting incentives

- i. Make initial request through either the Economic or Community Development Directors
- ii. Meet with City Manager to review the project and request (may include credit check)
- iii. City Manager, in coordination with the Director(s), negotiates and prepares the agreement
- iv. City Manager considers the following and, if necessary, submits the agreement to the Board of Commissioners
 - Does the project address “leakage” of customers to another location for exact or similar goods and/or services
 - Overall impact on the city
 - Do the incentives meet the “but for” criteria, ie Would the project fail or not come to fruition but for the incentives requested
 - Return on Investment timeline

- v. Documents signed by appropriate parties
- vi. Monitoring of the project includes information sharing to ensure compliance by all parties.

2. Approval Authority

- i. Permit, Inspection, Connection, and Deposit fees and Material and Installation costs may be reduced or waived by the City Manager.
- ii. Relevant grants will be submitted, accepted and managed by the City staff but the application must be approved by the Board of Commissioners prior to submission.
- iii. Any application for or agreement that includes Tax rebates or forgiveness will be enumerated in an agreement/contract negotiated by the City Manager then presented to the Planning Commission and ultimately approved or denied by the Board of Commissioners.

3. The Board of Commission consideration criteria will include but is not limited to:

- i. Does the project address “leakage” of customers to another location for exact or similar goods and/or services
- ii. Overall impact on the city, ie services, competition, infrastructure, etc
- iii. Do the incentives meet the “but for” criteria, ie would the project fail or not be realized but for the incentives requested
- iv. “Return on Investment” timeline, given the project’s impact with regards to increased demands on city services, can the city afford to forego the incentives’ tax value over the length of the incentive term

References:

- 62 OK §850-869
- 62 OS §860
- City of Sallisaw Charter
- City of Sallisaw Code of Ordinances.

Rescission Date: NA

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

_____ Date: _____
 Mayor, City of Sallisaw

Attest

_____ Date: _____
 City Clerk

Appendix A
DEVELOPMENT / INCENTIVE AGREEMENT
(SALES AND/OR HOTEL/MOTEL TAX REBATE)

This Agreement is made this ___ day of _____, 20, by and between the **City of Sallisaw, Oklahoma**, a municipal corporation (hereafter “City”), and **[Developer / Company Name]** (hereafter “Developer”) and/or **[Landowner/ Company Name]** (hereafter “Landowner”) and/or **[Business Owner/Franchisee]** (hereafter “Business”).

Recitals

A. The Developer/Landowner/Business proposes to invest in [describe the project: location, type – e.g. industrial facility / commercial development / mixed-use] (the “Project”), which will result approximately [X] permanent jobs, generate annual payroll of \$[amount], and produce capital investment of \$[amount].

B. The City desires to encourage the Project by granting an incentive in the form of a **[tax rebate or incentive]** for certain incremental improvements, conditioned on performance, under the statutory authority of Oklahoma law and under the powers granted by the City Charter and its economic development authorities.

C. The City, under authority of the Oklahoma Local Development Act (62 O.S. § 850 et seq.) and its Charter, desires to grant incentives conditioned upon the Developer’s performance.

Agreement

1. Definitions

- “New Investment” means the value of real property improvements and/or personal property (if applicable) placed into service after the effective date of this Agreement.
- “Baseline Sales Tax Revenue” means the sales tax revenue collected, on average, the three years prior to the start of the agreement, as applicable to renovations, additions, or expansions as of [date]. Zero if new development.
- “Projected Annual Sales Tax or Occupancy/Hotel Tax Revenue” means the projected additional tax revenue after improvements/development.
- “Projected Annual Sales Tax or Occupancy/Hotel Tax Revenue Rebate” means the dollar amount of the agreed percentage of the difference between the Baseline and Projected amounts, neither of which will exceed \$100,000.
- “Incentive Term” means [number] years from effective date, unless earlier terminated.

2. Term of Incentive

- The City grants to Developer/Landowner/Business [percentage] of sales tax rebate, and/or [Hotel/Motel occupancy tax amount] for a period of ___ years up to a maximum of \$ _____.
- **AND/OR** The city shall [waive] or [reduce] [type of fee, permit, inspection, etc] fees for initial development.

3. Conditions / Performance Requirements

- Developer/Landowner/Business shall complete construction by [date]; occupy the property; employ at least [number] jobs with wages at **with average wages not less than []%** of Sequoyah County average., etc.
- Developer/Landowner/Business shall maintain investment and operation for the full term; if project ceases, or fails to meet job / investment thresholds, the incentive may be reduced or revoked (clawback) for the final partial year, as applicable.
- Comply with all applicable City codes and permitting.

4. Reporting

- o Developer/Landowner/Business shall report annually to City: status of investment (costs incurred), job creation, property valuation increase, etc.
- o City shall have audit rights.
- o City shall report to other affected taxing jurisdictions (if necessary) as required under state law.

5. Payment / Exemption

- o For all tax rebates: The State of Oklahoma shall collect all sales tax and/or occupancy/hotel tax, remit to the amount the City and the City will rebate to Developer/Landowner/Business by the end of March based on revenue collected the previous calendar year minus an amount equal to the 3 year average of revenue collected prior to the start of the agreement of each, as applicable, not to exceed agreed upon amount and/or percentage.

6. Legal Authority & Compliance

- o This Agreement is made under authority granted by Oklahoma Local Development Act (Title 62, OK Statutes §§850-869), and other state incentives as applicable.
- o Developer/Landowner/Business represents that it will comply with all applicable local ordinances, zoning and building code, permitting.

7. Default and Clawback

- o If the Developer/Landowner/Business fails to meet material obligations (investment, job creation, timely completion), or abandons the project, the Developer/Landowner/Business will forfeit all incentives as of the date of default.
- o If incentives are split, any forfeiture by one party represents a forfeiture by all parties (Developer/Landowner/Business) of all owed incentives as of the date of default.
- o The City may accelerate the repayment or revoke incentive in part or whole.

8. Miscellaneous

- o Assignment: Developer/Landowner/Business may not assign its rights under this Agreement without the approval of the City
- o The agreement may be split between a Developer, Landowner, Business as desired by all involved parties.
- o Amendment: Only by written instrument signed by both (all) parties.
- o Governing Law; Venue: State of Oklahoma; legal venue [Sequoyah County].
- o Duration: Effective from execution until expiry of incentive term unless terminated for default or the maximum amount of the incentive is reached.

Signatures

Mayor of the City of Sallisaw: _____

[Developer, Business Representative, and/or Landowner]:

Appendix B

PROJECT PLAN EXAMPLE

CITY OF SALLISAW, OKLAHOMA

Adopted pursuant to 62 O.S. § 850 et seq.

1. Introduction & Purpose

This Project Plan encourages the (re)development of [describe site/location], supports private investment, and/or provides public infrastructure.

2. Boundaries

- Legal description of parcels OR description of current site/building
- Map (attach Exhibit A)

3. Existing Conditions

- Current land use, zoning, assessed valuation
- Description of blight, vacancy, or underutilization (unrealized opportunity)

4. Project Description

- Private improvements (square footage, use, investment amount)-overview of renovation and/or development
- Public improvements requested as applicable (streets, utilities, drainage, sidewalks, lighting)

5. Estimated Project Costs

- Public costs: \$___
- Private investment: \$___
- Total: \$___

6. Financing

- Source of funds: sales tax increment (City), hotel/motel tax increment (City), pay-as-you-go (Developer/Landowner/Business)
- Term: [] years and/or amount, as applicable and not exceeding statutory limit

7. Projections

- Baseline Sales Tax Revenue: \$___

- Projected New Sales Tax Revenue: \$ ____
- Projected Annual Sales Tax Revenue Rebate (up to 1% of the difference, not to exceed \$100,000/yr): \$ ____
- If applicable, Baseline Occupancy/Hotel Tax: \$ ____
- If applicable, Projected New Occupancy/Hotel Tax: \$ ____
- If applicable, Projected Annual Occupancy/Hotel Tax Rebate Amount (up to \$100,000/yr): \$ ____
- Projected Total Rebate Amount (over the length of the agreement): \$ ____

8. Apportionment (to one, two or all as applicable)

- Projected annual amount to Developer: \$ ____
- Projected annual amount to Landowner: \$ ____
- Projected annual amount to Business: \$ ____

9. Implementation

- Schedule: [dates by year of agreement]
- Responsible party: City Manager / Board of Commissioners

10. Duration

- Agreement shall terminate on [date], not later than 5 years after activation.

11. Reporting

- Payments will be tracked by project, but record(s) will be considered confidential and only available in redacted states.

12. Conformance

- This Plan conforms to the City’s Charter and the Oklahoma Local Development Act.