

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

March 9, 2026

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Consent agenda**
 - (a) Possible action on minutes of regular meeting of February 9, 2026
 - (b) Possible action on Invoice Paid Report for February 2026
- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Discussion and possible action on election results received from the Sequoyah County Election Board for the February 10, 2026, Election**
- 8. Discussion and possible action on Ordinance 2026-03; *An Ordinance Amending Chapter 10, Article 1, Section 10-16 of the Sallisaw Code of Ordinances by Repealing Section 10-16 of Chapter 10, Article 1 and Adopting and Enacting a New***

Section 10-16 of Chapter 10, Article 1 to the Sallisaw Code of Ordinances; and Declaring an Emergency

9. **Discussion and possible action on Administrative Policy 2.005.00, Revision 5, Customer Service Operations Policy**
10. **Discussion and possible action on Ordinance No. 2026-04; *An Ordinance Amending Chapter 14, Article 1, Section 14-103 of the Sallisaw Code of Ordinances by Repealing Section 14-103 of Chapter 14, Article 1 and Adopting and Enacting a New Section 14-103 of Chapter 14, Article 1 to the Sallisaw Code of Ordinances and Declaring an Emergency***
11. **Discussion and possible action on Resolution 2026-02; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions***
12. **Discussion and possible action on the City Manager Employment Agreement Addendum**
13. **Discussion and possible action on Planning Commission Case No. PC2026-001; plat presentation of McHenry Subdivision by Billy McHenry and Patty McHenry**
14. **Discussion and possible action on a standard Fiber Optic Easement Agreement and authorize the City Manger to execute such agreement or agreements for future fiber installations**
15. **Discussion and possible action on Resolution No. 2026-03; *A Resolution Amending the Master Fee Schedule for the City of Sallisaw by Adding an Addendum Establishing Right-of-Way fees, and superseding Previous Resolutions to the Extent They are Inconsistent***
16. **Discussion and possible action on Administrative Policy, 1.0018.00; Economic and Community Development Incentives Policy**
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. Discussion and possible action to convene in Executive Session for the purpose of conducting the review of the performance of and contract negotiations with the City Manager, as Authorized by Title 25 O.S., § 307 (B) (1) (2)

21. Motion to reconvene to Regular Session

22. Possible action or direction pursuant to Executive Session

23. Adjourn

Posted: MARCH 5, 2026

Time: 5:30 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
FEBRUARY 9, 2026

The Board of City Commissioners met in a regular meeting on February 9, 2026, 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 February 6, 2026, at 9:45 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	Kenny Moody,	Member, Ward 1
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Chris Carter, Gene Martin, Blakely Smith,	City Manager City Attorney City Clerk Director of Finance Senior Code Inspector Director - Fleet Services Director - Electric
Others present:	Lynn Adams; Tim A. Foote; Marley Abell; Mike Hogan; Fourth Scoufos; Tony Fiorentine; Anthony Armstrong; Chrissy Armstrong; Others Unidentified.	

1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

The City Manager led 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 January 12, 2026

b Possible action on Invoice Paid Report for January 2026

Motion was made by Bailey, seconded by Mendiola, for approval of the Consent Agenda.
Vote: Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 4-0.

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

None.

7. Recognize retiree Anthony Armstrong

The City Manager presented Anthony Armstrong with a retiree watch from the City, recognizing his 30 years of service to the Sallisaw Fire Department. He served as a volunteer and ended his career as Fire Chief. He served seventeen (17) years in that position.

8. Hear from Attorney Fourth Scoufos regarding the City potentially being a Plaintiff in a multi-state class action lawsuit against manufacturers of various firetrucks; discussion and possible action

Mr. Scoufos addressed the Council and advised that he is working with a group of attorneys from across the country who are pursuing nationwide class action litigation against several fire truck manufacturers. He explained that the case involves alleged antitrust violations, including price fixing and monopolistic practices that created barriers to entry for other manufacturers, thereby limiting competition and reducing purchasing options for fire departments.

Mr. Scoufos stated that the City purchased a fire truck in 2022 manufactured by REV Group, specifically an E-ONE Typhoon pumper. He advised that complaints have been prepared and will be filed in federal courts throughout the country.

He further stated that there would be no cost to the City for legal services related to participation in the litigation.

After further discussion, motion was made by Mendiola, seconded by Bailey, to engage with Fourth Scoufos for this lawsuit. Vote: Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0.

9. Discussion and possible action on the Supplemental Watershed Plan and Environmental Assessment for the Sallisaw Watershed (Hydrologic Unit Number 11110104), a supplement to the original watershed plan for rehabilitation of Sallisaw Creek Floodwater Retarding Structure (FWRS) No. 36; included supplemental watershed agreement No. 9, Sequoyah County, Oklahoma (removing the City of Sallisaw as a sponsor)

Motion was made by Hamilton, seconded by Bailey, to remove Sallisaw as a sponsor from the Watershed Plan. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

10. Discussion and possible action on Purchase Order No. 107963, issued to Northwest Transformer of Oklahoma City, Oklahoma, in the amount of \$35,897.00 for Repairs and/or Replacement of Various Sized Transformers

Motion was made by Hamilton, seconded by Bailey, for approval of Purchase Order No. 107963 issued to Northwest Transformer of Oklahoma City in the amount of \$35,897.00 for repairs and/or replacement of various sized transformers. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

11. Discussion and possible action on Ordinance No. 2026-01; An Ordinance Providing For The Closing Of The Existing 20 Foot Alley And Utility Easement Situated In And Along The Alley Running East And West From Poplar Street To Holly Street Between Lots 1, 2, 3, 4, 5, And 6 On The North Side Of The Alley And Lots 7, 8, 9, 10, 11, And 12 On The South Side Of The Alley In Block 15 Of Quesenbury #1 To The City Of Sallisaw, Oklahoma, and Declaring an Emergency

Motion was made by Hamilton, seconded by Bailey, for approval of Ordinance No. 2026-01. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Motion was made by Hamilton, seconded by Bailey, for approval of the emergency clause. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

12. Discussion and possible action on Ordinance No. 2026-02; An Ordinance Amending Chapter 78, Article 1, Section 78-16 of the Sallisaw Code of Ordinances by Repealing Section 78-16 of Chapter 78, Article 1 and Adopting and Enacting a New Section 78-16 of Chapter 78, Article 1 to the Sallisaw Code of Ordinances; and Declaring an Emergency

Motion was made by Hamilton, seconded by Bailey, for approval of Ordinance 2025-02. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Motion was made by Hamilton, seconded by Bailey, for approval of the emergency clause. Vote: Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

13. Hear from Mr. Tony Fiorentine concerning Manufactured Homes in residential zoned areas, and possible discussion

Mr. Fiorentine addressed the Council regarding manufactured homes recently purchased by the Cherokee Nation for eligible tribal members. He explained that one such member resides within the city limits and, during the process of obtaining permits to place the home, it was determined that the placement was not permitted under the current manufactured home ordinance.

Mr. Fiorentine stated that he attended a zoning meeting in approximately 2011 during which the placement of manufactured homes within the city limits was discussed. He recalled that, at that time, it was agreed manufactured homes would be permitted only in designated manufactured home parks or manufactured home subdivisions. However, he further stated there was also discussion that if an individual owned an existing manufactured home and wished to replace it with a newer and improved unit, they would be allowed to do so, provided the replacement occurred within a reasonable timeframe, which he recalled as approximately thirty (30) days.

He advised that it was a surprise to learn that the replacement option discussed at that meeting was not incorporated into the adopted ordinance. Mr. Fiorentine requested that the Council consider amending the ordinance to include such a provision, applicable to all residents and not limited to participants in the Cherokee Nation housing program.

Additional discussion occurred between the Council, Mr. Fiorentine, and City staff regarding the current ordinance requirements and potential amendment options.

14. Discussion and possible action on 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

- a. Option 1: Make no changes to Chapter 82
- b. Option 2: Ordinance 2026-03: Allows for replacement of a

- manufactured/mobile home that was on residential property prior to 2010**
- c. Option 3: Ordinance 2026:03: Allows for replacement of a manufactured/mobile home as part of the Cherokee Nation's Housing Authority Programs**

Motion was made by Bailey, seconded by Hamilton, to send to the Planning Commission (for their review and recommendations). Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

- 15. Discussion and possible action on Purchase Order No. 107978, issued to Megalodon Consulting Group, LLC, in an amount not to exceed \$98,000.00 for full repairs of the Brushy Lake intake structure repair**

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 107978. Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

- 16. Receive update on current and future projects**

The Senior Code Inspector gave an update, for informational purposes only.

- 17. 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.

- 18. Administrative reports**

The City Manager reminded residents that Election Day is tomorrow and encouraged voter participation in the mayoral race.

He thanked City crews, including Streets, Electric, and DiamondNet, for their extended efforts during the recent winter storm and reported that grant funding is being pursued for additional equipment.

Electric meter replacements are ongoing citywide, and approximately one-third of water meters are being replaced at this time. A testing process is available for customers who question meter accuracy; costs are borne by the customer if the meter is functioning properly and by the City if a defect is found.

Sidewalk projects funded through TSET and TAP are delayed due to federal funding timing but have not been canceled. The water treatment plant basin liner project is

nearing bid stage.

The pool project is progressing, with freeze-related repairs underway. Staff are implementing an online reservation system for facility and RV rentals at Brushy Lake Park, and a website refresh through CivicPlus is scheduled for April. A service update for DiamondNet is also in development.

Cable television services have been discontinued. Staff are addressing minor billing issues and evaluating additional safety measures near the pool walkway.

19. Adjourn

Motion was made by Bailey, seconded by Hamilton, to adjourn the meeting. Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting ended at 7:02 p.m.

Approved this 9th day of March, 2026.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: Election Results

ITEM TITLE: Discussion and possible action on election results received from the Sequoyah County Election Board for the February 10, 2026, Election

INITIATOR: City Clerk

STAFF INFORMATION SOURCE:

BACKGROUND: Election results for the Mayor position from the Sequoyah County Election Board.

EXHIBITS: 1. Official Certificate of Votes

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Acknowledge election results from the Sequoyah County Election Board.

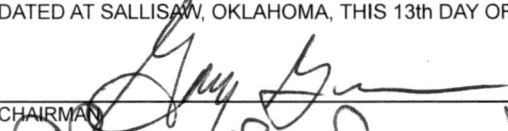

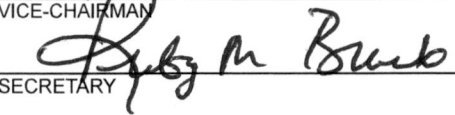
Oklahoma Certification Report

OFFICIAL CERTIFICATE OF VOTES
 SEQUOYAH COUNTY, OKLAHOMA
 FEBRUARY 10, 2026

CITY OF SALLISAW
 FOR MAYOR - AT LARGE CITY OF SALLISAW

Precinct	MARLEY J ABELL	JEANNE LOU NETTIE MOORE	KENNY MOODY
SEQUOYAH COUNTY PCT 680203	0	0	0
SEQUOYAH COUNTY PCT 680204	72	4	28
SEQUOYAH COUNTY PCT 680205	49	2	48
SEQUOYAH COUNTY PCT 680301	131	11	95
SEQUOYAH COUNTY PCT 680302	47	3	52
SEQUOYAH COUNTY PCT 680303	110	5	85
Total:	409	25	308

WE, THE DULY APPOINTED MEMBERS OF THE SEQUOYAH COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 2/10/2026. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SALLISAW, OKLAHOMA, THIS 13th DAY OF FEBRUARY, 2026.


 CHAIRMAN

 VICE-CHAIRMAN

 SECRETARY

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: Ordinance 2026-03

ITEM TITLE: Discussion and possible action on Ordinance 2026-03; *An Ordinance Amending Chapter 10, Article 1, Section 10-16 of the Sallisaw Code of Ordinances by Repealing Section 10-16 of Chapter 10, Article 1 and Adopting and Enacting a New Section 10-16 of Chapter 10, Article 1 to the Sallisaw Code of Ordinances; and Declaring an Emergency*

INITIATOR: Mayor Martens
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: The changes expand the exceptions to allow all future show animals to be kept at residential addresses until they can be moved to show or school barns. Currently, the ordinance only allows swine as exceptions. It does NOT allow adult livestock to be kept at residential addresses.

EXHIBITS: 1. ORDINANCE NO. 2026-03 chapter 10 (Animal Ordinance)

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Ordinance 2026-03.
b. Approval of the Emergency Clause.

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 1, SECTION 10-16 OF THE SALLISAW CODE OF ORDINANCES BY REPEALING SECTION 10-16 OF CHAPTER 10, ARTICLE 1 AND ADOPTING AND ENACTING A NEW SECTION 10-16 OF CHAPTER 10, ARTICLE 1 TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 10, Article 1, Section 10-16 of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following sections, to-wit:

Sec. 10-16. Livestock, horses not to be kept within city, exceptions.

- a) It is unlawful for anyone to keep cows, sheep, goats, cattle or other livestock of any kind, in any area zoned other than Agricultural A-1 within the limits of the city.
- b) Any livestock shelter, in A-1, shall be provided and located so that no part shall be any closer than 150 feet to the dwelling quarters of any person other than the owner or custodian of such animals.
- c) It is unlawful for anyone to keep a horse within the limits of the city unless:
 - 1. The horse is kept within an enclosure or fence, and the enclosure has at least 1 acre for each horse kept in the enclosure; or
 - 2. Unless the keeping of such horse is connected with a veterinary business or,
 - 3. The owner's residence/ animal location is in an Agricultural A-1 zoned area.
 - 4. The animal is part of educational programs at Sallisaw High School and is kept in a permitted and inspected location that meets the enclosure requirements.
- d) Any person keeping livestock within the city limits or any person keeping horses within the city limits in violation of this section, shall be first entitled to one (1) three-day notice to remove the animal from the city limits. Any violation of this section thereafter shall be deemed an offense. Violations or omission of required act and day of continued violation after one (1) three-day notice shall be deemed a separate offense(s). A person is not entitled to any notice for any additional offenses after the first notice.

- e) Keeping of swine. Swine shall not be kept within the city limits, unless the owner's residence is zoned Agriculture A-1. If kept in an agriculturally A-1 zoned area, the animal is still to be kept in a manner so as not to be a nuisance, in accordance with section 10-3.
- f) Exceptions.
 - 1. Swine may be kept for exhibition purposes during a temporary duration at stock shows, fairs and circuses, not to exceed seven (7) days in duration. Swine must be kept in properly constructed pens during the duration of the event.
 - 2. Swine may be kept for educational programs at Sallisaw High School where they are housed in properly constructed enclosed facilities upon school property of which a proper building permit has been obtained and facilities inspected.
 - 3. Miniature pigs and miniature goats, as defined by Sec 10-1, may be kept as pets.
 - 4. Young livestock meant to be exhibited, when older and/or part of livestock program(s), may be kept temporarily in size-and type-appropriate enclosures in backyards until they may be transferred to appropriate facilities. Students and their parents or guardians who live in the city limits of Sallisaw shall obtain a permit, at no cost, from Sallisaw Animal Control. A Sallisaw Animal Control Officer(s) shall inspect the enclosures and ensure size and conditions and that the required time frames are adhered to.
 - 5. Nothing in this paragraph should be construed as allowing any animal to become a nuisance or be kept in unhealthy or dangerous conditions or allowing owners to keep adult livestock in residential areas other than allowed herein. Any violation of the Animal Control Ordinance shall result in revocation of the permit.

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 hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

Passed and Approved this 9th day of March, 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 9, 2026
Board: Board of City Commissioners
Subject: Admin Policy 2.005.00, Revision 5

ITEM TITLE: Discussion and possible action on Administrative Policy 2.005.00, Revision 5, Customer Service Operations Policy

INITIATOR: City Manager
Business Support Director

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The Proposed version modernizes the policy with customer-friendly language, structured **payment arrangement tiers**, explicit **grace periods**, standardized **high-risk deposit** handling, and clearer **meter access/testing** protocols

EXHIBITS: 1. Policy Rough Draft - 3.05.26
2. Policy_Comparison_Table

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Administrative Policy 2.005.00, Revision 5

<i>CITY OF SALLISAW</i>		Policy Number:	2.005.00	Revision	5
<i>ADMINISTRATIVE POLICY</i>		Effective Date	March 9, 2026		
Subject:	Customer Service Operations Policy				
Department(s):	Customer Service, Finance, Administration				

Purpose

The purpose of this policy is to provide clear, consistent, and customer-friendly standards for the provision of utility services by the City. This policy ensures all customers are treated fairly, equitably, and respectfully, while also giving Customer Service Representatives (CSRs) clear guidelines to follow, reducing ambiguity and improving efficiency.

Background

The City of Sallisaw desires to treat its citizens in a fair and impartial manner while recognizing that each customer has distinct needs and requirements. The guidelines of this policy shall ensure that all city employees have a defining policy to follow and ensure all customers abide by the same procedures for establishing and terminating utility accounts.

All forms required for the administration of this policy shall be available through customer service. All forms normally required by customers shall also be posted on the City of Sallisaw web site.

A. Customer Bill of Rights and Responsibilities

1. Your Rights as a Customer

- a. The City of Sallisaw is committed to providing reliable, safe, and fair utility services. You have the right to:
- b. **Respectful and Helpful Service** – Be treated with courtesy, professionalism, and fairness by all City personnel.
- c. **Clear and Transparent Information** – Receive understandable information about your services, rates, billing, and payment options.
- d. **Privacy and Confidentiality** – Expect your account information to be kept secure and shared only as necessary.
- e. **Timely and Accurate Billing** – Receive utility statements regularly and have access to explanations for any charges.
- f. **Flexible Assistance Options** – Request payment arrangements or deferrals if needed and have disputes addressed fairly and promptly.
- g. **Service Protections** – Have services maintained responsibly, with protection from disconnection in extreme weather, or during verified medical or financial hardship situations.
- h. **Safe and Accessible Meters** – Expect that meters are maintained and safely read, with support available if access issues arise.
- i. **Support for Assistance Programs** – Access guidance and support when working with charitable or assistance organizations for bill payments.

2. Your Responsibilities as a Customer

To help us serve you efficiently and fairly, customers are asked to:

- a. **Provide Accurate Information** – Keep your contact and account information up to date so we can serve you effectively.
- b. **Pay on Time or Communicate** – Pay your bills by the due date or reach out to us early to establish a manageable payment plan if needed.
- c. **Maintain Meter Access** – Ensure utility meters are accessible for safe reading, inspection, and maintenance.
- d. **Use Services Properly** – Use utility services responsibly and avoid unauthorized use or tampering.
- e. **Honor Agreements** – Follow any deposit, payment arrangement, or deferred payment agreement you have with the city.
- f. **Notify of Changes** – Let us know promptly if you move, change account ownership, or wish to terminate service.
- g. **Treatment of CSRs** – Personal attacks, threats and a lack of decency will not lead to a situation being addressed with any additional attention or speed.

3. **Definitions:**

- a. **City** – Refers to the City of Sallisaw, Oklahoma.
- b. **Applicant** – A person, group, business, or organization applying for utility service with the City of Sallisaw (a prospective customer).
- c. **Customer** – Anyone who currently receives utility service from the City of Sallisaw.
- d. For residential units, all tenants listed on the rental or lease agreement and living at the property as their primary home are considered customers.
- e. When more than one person is listed as a customer at the same location, each is fully responsible for the entire account balance (this is called *joint and several responsibilities*).
- f. **Utilities or Services** – The services the city provides, which may include electric, water, sewer, sanitation, cable TV, internet, or telephone service.
- g. **Residential Customer** – A homeowner or renter of a home, apartment, or other dwelling that is used only as a residence and not primarily for business or industrial purposes.
- h. **Residential Homeowner** – A customer who has shown proof that they own the property receiving utility service.
- i. **Commercial Customer** – A customer whose primary use of a building is for business or industrial purposes. Medical facilities, schools, and government offices may also be considered commercial customers.
- j. **Tenant** – A person, group, or business that legally occupies a property served by the City of Sallisaw.
- k. **Rates** – The charges for using City utility services. Rates may be adjusted by the Board of Commissioners when needed to cover costs and ensure reliable service.
- l. **Payment Deferral (Extension) Agreement / Promise-to-Pay Agreement** – A written agreement between the city and the customer that allows extra time to pay a bill after the normal due date. Approval depends on the amount owed, payment history, past deferral agreements, and any special circumstances.
- m. **NSF Check** – A payment returned by a bank or financial institution because the customer's account did not have enough funds.

- n. **Kilowatt Hour (kWh)** – A unit of electricity equal to using 1,000 watts for one hour. This is the standard measure used for billing electric service.
- o. **Demand** – The amount of electricity being used at a single point in time. Running more electrical devices at once increases demand.
- p. **Transfer of Service** – Moving utility service from one location to another within the City of Sallisaw. Deposits and account information usually move with the customer unless the prior account is closed.
- q. **Termination of Service** – When a customer asks the city to permanently disconnect utility service at a location. Deposits are applied to any outstanding balances on City services, permits, or other bills.
- r. **Jointly and Severally Responsible** – When two or more people are listed as customers, each person is individually responsible for the entire account balance. If one customer does not pay, the other(s) must pay the full amount.

B. Account Management

1. Application for Service

a. How to Apply

- i. Service applications can be requested in person at City Hall or downloaded from the City of Sallisaw website.
- ii. Applications must generally be submitted in person by the applicant during business hours (8:30 a.m. – 4:30 p.m., Monday–Friday).

b. **Alternative for commercial accounts:** If your company’s main office is outside Sallisaw, your home office may fax or email the completed application directly.

c. **Separate Application per Address:** Each service location requires its own completed application.

d. Required Information & Flexible ID Options

To establish service, we require:

- i. Name(s) of the primary account holder(s).
- ii. Social Security Number (full SSN or at minimum the last four digits)
- iii. **Proof of Identity**, selected from one of the following:
- iv. **One form of government-issued photo ID** (e.g., driver’s license, state/tribal/federal ID, military ID, passport, or consular ID)
- v. **Plus, one additional form** such as: SSN, employer/school ID, birth certificate.
- vi. **Alternate Option** (if photo ID or SSN are not available): e.g., birth certificate **and** school/employer ID **and** contact info of someone who can verify identity (such as a caseworker)—please ask our staff for help.
- vii. A Social Security Number is required for a soft credit check. This will not affect your credit score. If an SSN is not provided, the maximum deposit will be required.
- viii. **For Renters or Lessees**, property owners or management companies are responsible for providing a copy of the lease agreement to Customer Service (through fax, email or in person) at the time new services are established.

e. **Applying on Behalf of Someone Else:**

- i. If applying on behalf of the legal applicant, you must either complete the **Designation of Agent Form that is notarized** OR
- ii. If authorization is not verified, the legal applicant may contest responsibility for the account within six months after service begins.
- iii. Provide a copy of **Notarized General or Special Power of Attorney**

f. **Privacy & Identity Protection**

- i. The City follows federal and state identity theft prevention requirements. We safeguard your personal information and use it only for service setup.
- ii. If standard ID requirements cannot be met, you may request a review or appeal through our customer service office.

g. **Verification and Service Activation**

We may verify the identification and address you provide. Service will not be activated—or may be delayed—until we are confident we have established the account correctly.

h. **Prior Unpaid Accounts**

- i. Service may be delayed until prior balances are addressed.
- ii. If previous accounts are delinquent, you may:
 - 1) Pay in full,
 - 2) Or request a reasonable installment plan via the collection agency if applicable.
 - 3) You will receive a written notice detailing the overdue balance, any collection fees, and your rights (including requesting third-party guarantors or deposit waivers, when eligible).
 - 4) Exceptions may apply for verified medical or financial hardships—contact Customer Service for assistance.

i. **Residential Applicants**

- i. Please list all adult occupants, including married couples (who will be joint account holders).
- ii. Non-spouse adults may be added, all listed adults share responsibility for payment and both must sign all forms.
- iii. If the application is not signed in the presence of a Customer Service Representative (CSR), it must be notarized.
- iv. Non-spouse adults require an Agent Form.
- v. You may request adjustments later if circumstances change (e.g., roommates moving out).

j. **Commercial Applicants**

- i. In addition to standard documentation, please provide:
 - 1) Business authorization (e.g., Articles of Incorporation or similar).
 - 2) Billing contact and parent company details.
- ii. Please note: the City contracts only with you as the applicant; billing statements as directed, but agreements with third-party payers are not guaranteed by the City of Sallisaw.

k. **Contact Information**

- i. You must provide accurate phone and email contacts to ensure timely communication regarding your account.
- ii. This information will be used for billing notices, service updates, and urgent alerts.

l. Account Changes

- i. Notify us promptly if your account information changes—this includes name, occupants, mailing address, phone, or email.
- ii. Submit updates via our online portal, in person at City Hall, or by contacting customer service.

m. False Information & Unauthorized Access

- i. Providing false information may result in disconnection—but we will notify you and offer an opportunity to correct the error.
- ii. Unauthorized use or tampering with City infrastructure may lead to fines or criminal charges and coordinated referral to law enforcement.

2. Temporary Service

Short-term utility service is available. The administrative requirements for establishing temporary services are the same as regular service. The fees are less.

a. Eligible Uses

- i. Construction or inspections (e.g., contractors or property owners)
- ii. Property cleanup or preparation for sale, rent or lease
- iii. Other short-term or transient uses (pre-approved by Customer Service)

b. Application & Timeframes

- i. Please specify both **connect and disconnect dates** when you apply.
- ii. Typical durations: **up to 30 days**, with the option to **extend them once for another 5-day period** upon review.

c. Temporary service does not permit occupancy—properties must remain unoccupied during the service period.

d. Fees, Deposits, and Billing

- i. Realtor fee – one time charge for temporary service fee that helps cover setup costs (e.g., similar utilities charge)
- ii. A **deposit** will be required and will be **refunded** or applied to your account balance when service ends.
- iii. Usage is billed at the appropriate rate (residential or commercial) based on how the service is used.

e. Safety & Code Compliance

- i. All temporary installations must comply with safety standards, ensuring safe and code-compliant connections.
- ii. Depending on the project, inspections or contractor certifications may be required before service is activated.

3. Transfer of Service

Customers can request to transfer services from one address to another.

- a. **Transfer Request & Notice**
 - i. You can submit your transfer request in person, or by email.
 - b. **Application & Transfer Fee**
 - i. A **transfer fee** applies to initiate the service move.
 - ii. You'll need to complete an **updated application, provide a lease or warranty deed** and a **signed service order** to confirm your request.
 - iii. **For Renters or Lessees**, property owners or management companies are responsible for providing a copy of the lease agreement to Customer Service (through fax, email or in person) at the time the transfer of services are requested.
 - c. **Outstanding Balance & Final Bills**
 - i. Any **outstanding balance** on your current account must be settled before initiating the transfer.
 - ii. After your account is transferred out of your name, any remaining charges may be moved to your new account.
 - d. **Security Deposit Handling**
 - i. The City will **transfer your remaining deposit** from your old account to the new service address.
 - ii. If your deposit was previously **refunded due to excellent payment history** and you've maintained that record, no new deposit will be required.
 - iii. If needed—based on updated credit evaluation, history of late payments, or changes in the type of service, a **new deposit** may be requested.
 - e. **Timeline & Convenience**
 - i. Service transfers are typically processed within **one business day**, provided all documentation and payments are fulfilled.
 - ii. You may have the option to schedule the disconnect and reconnect dates to minimize service interruption.
4. **Customer-Requested Account Terminations**
- a. Customers may request termination of utility service **in person or by phone**.
 - b. Phone requests require **identity verification** and a mailing address for the final bill.
 - c. The City encourages customers to **provide notice in advance** to ensure accurate final billing and timely disconnect.
5. **Absentee Customers**
- The City provides options for customers who are away from their homes:
- a. Customers remain **responsible for timely payments** even if absent.
 - b. Billing statements can be **viewed online** or forwarded to another address via mail.
 - c. Customers away for an extended period are encouraged to **appoint an Agent** for their account by completing a Designation of Agent form.
 - d. **Overpayments and credit balances** are allowed; customers are responsible for monitoring their accounts to ensure future billings are paid.
6. **Deposit Requirements and Refunds**
- a. **Deposits Are Required**

- i. A deposit is generally collected before utility service begins, as part of the service application.
 - ii. The deposit amount is set in the City of Sallisaw Master Fee Schedule and varies based on account type (residential, commercial).
- b. Long-Standing Customers who transfer:** Customers with a history of timely payments (36 months+)—residential or commercial—qualify for a deposit waiver.
- c. Landlords (Floating Deposits):** Landlords may maintain a floating deposit to cover their rental units. The required amount is **\$150 per vacant unit**. A deposit is required for every active address. Deposits are only refunded if all of the landlord’s accounts are terminated. Deposits will only be applied to utility charges if the landlord no longer owns the property.
- d. Deposit Use and Refunds**
 - i. Upon termination of service, the deposit is first applied to any outstanding utility balances.
 - ii. Any remaining deposit may also be applied to other unpaid City charges, such as permit fees, returned check fees, reconnection fees, or telecommunications service charges.
- e. Eligibility for Refunds:** Residential homeowners with a consistent payment history over a 36-month period at a single service address may be eligible for a refund. To qualify, customers must have:
 - i. No late payments
 - ii. No penalties
 - iii. No service disconnections due to non-payment
- f.** The utility billing system is audited in April and October to identify eligible customers.
- g.** Refunds are applied as a credit to the May or November bills, as applicable. Any remaining balance after applying the deposit to balance due will be used against the next month’s balance until exhausted or refunded.
- h.** Any eligible customer who has a final bill will have the remaining deposit refunded, after being applied to the balance due and any other outstanding debts to the City.

7. High-Risk Applicants

The City does not discriminate but does have a responsibility to mitigate risk posed by High-Risk customers:

- a. High-Risk Customer defined as customer that has:**
 - i. More than two late payments or disconnections in the past 12 months
 - ii. Previous termination due to nonpayment or fraud (e.g., tampering with meters)
 - iii. Inability to establish credit through acceptable documentation or credit scoring
- b. Deposit Amounts & Credit Assessment**

- i. Deposits are determined based on your **individual credit status as reported by Online Utility Exchange**, not credit scores
 - ii. For high-risk accounts, deposits are **\$200**.
- c. Your Rights & Transparent Process**
- i. You'll receive **written explanation** of why a deposit is required, how much, and your credit risk category
 - ii. You may be allowed to provide a **third-party guarantee** or other acceptable alternatives instead of cash deposit.
- d. Installment payments** for deposits may be available: 50% due upon application, then 25% each for the following two months.
- e. Deposit Refund & Credit Reassessment**
- i. Deposits are **refunded** once good payment history is established
 - ii. If you move within the City's service area, your deposit will be **transferred to your new account**

8. Payments

The City of Sallisaw provides flexible and transparent payment options to help customers manage their utility accounts while ensuring reliable service.

a. Payment Due Dates

- i. Payments are due based on your assigned billing cycle:
 - 1) Cycle 1:** 10th of each month (account number will start with a 1)
 - 2) Cycle 2:** 15th of each month (account number will start with a 2)
 - 3) Cycle 3:** 20th of each month (account number will start with a 3)
- ii. If your due date falls on a weekend or holiday, payment is due no later than **4:30 p.m. on the next business day**.
- iii. Cycles are assigned by geography so they can't be changed.
- iv. You are always able to pay early.

b. Payment Posting

- i. Payments received **before 4:30 p.m.** on a business day are posted on the same day.
- ii. Payments received **after 4:30 p.m.** are posted on the next business day.
- iii. Online payments made via the City's website **before midnight** are posted the same day.
- iv. Drop box payments are collected at **8:00 a.m. and 4:30 p.m.** Monday–Friday. Payments placed after 4:30 p.m. are credited on the next business day.
- v. Kiosk Payments—payments made prior to midnight are processed starting at 8AM the following business day. Current balance due will be updated the next following business day as well.

c. Accepted Payment Methods

- i. **Cash** – In person at City Hall or at the Kiosk.
- ii. **Check or Money Order** – Accepted in person, by mail or at Kiosk. Must be standard legal check stock. *If written illegibly, check will be returned. Not accepted for accounts disconnected due to non-payment.*

- iii. **Credit or Debit Card** – Accepted in person, online via the City’s website, at the Kiosk, at xpressbillpay.com, or by phone with account verification.
 - iv. **Bank Draft (Automatic Payment)** – Payments are automatically withdrawn on the customer-selected date, the due date, or the following business day if set up in the office.
- d. Non-Sufficient Funds (NSF) Payments**
- i. A **return fee** is charged according to the Master Fee Schedule.
 - ii. Returned payments are **removed from the account balance**.
 - iii. NSF payments must be resolved **within 24 hours (or one business day)** using cash, cashier’s check, or credit/debit card.
 - iv. Accounts with **three NSF payments in 12 months** must use cash or guaranteed payment methods only.
- e. Full Payment Requirement**
- i. Bills must be paid **in full on or before the due date**.
 - ii. Partial payments do not prevent disconnection unless a **signed payment arrangement** is in place prior to the disconnection date.
 - iii. Accounts disconnected due to non-payment must be paid with **cash or credit/debit card** to restore service.
- f. Late Payments**
- i. A **10% late fee** applies to balances not paid by the due date.
 - ii. Customers are encouraged to contact Customer Service before the disconnection date to discuss options.
- g. Payment Arrangements & Deferrals**
- i. Customers experiencing financial hardship may request assistance through:
 - 1) **Payment Plans**
 - Must be arranged before the scheduled disconnection date.
 - Requires a partial “good faith” payment, based on length of agreement.
 - Approval is based on payment history, account balance, and ability to pay.
 - 2) **Payment Deferrals (Bill Pay Agreements)**
 - Not available to new customers during their first three months of service.
 - May be requested after the due date but before disconnection.
 - 3) Agreements may be made multiple times a year. BUT failing to complete one agreement would make the payee ineligible for any agreements for a four-month period with all past balances being paid and “new” balances not more than 30 days old.
 - 4) Must be requested in person at City Hall (phone requests may be allowed in special cases).
 - 5) Late fees and any disconnect/reconnect fees will be part of the agreement unless specifically waived.
 - 6) Failure to honor a deferral may result in denial of future deferral

Agreement Tier	Duration	Installments / Conditions	Approval Level	Notes / Examples
Tier 1 – Short-Term	1 month	1 installment per bill, requires at least partial payment	CSR	Customers may request up to 12 arrangements/ yr , if the current month’s bill is paid in full before the next bill is due. Example: January bill \$100 → partial payment down, remainder by February 1. Repeat monthly if criteria met.
Tier 2 – Medium-Term	Up to 3 months	2–3 equal installments	Supervisor	For customers w/ temporary hardship. Requires signed agreement. Maximum 2 active arrangements at a time. Example: Customer owes \$300 → \$100/month for 3 months.
Tier 3 – Long-Term / Custom	4–12 months	Custom installments	Director	Special circumstances or long-term hardship. Fully documented w/ terms and conditions. Example: Customer owes \$1,200 → \$200/month for 6 months.

h. Medical Needs. For policy items related to customers with medical needs, please refer to Administrative Policy AD- 2.006.00

i. Charity and Assistance Organization Payments

Charitable and assistance organizations may be available to help customers with utility bills:

- i. Customers seeking assistance must provide a **letter from the organization**, including:
 1. Organization name and contact information
 2. Customer’s name and service address
 3. Amount of assistance provided
 4. Date funds will be sent to the City
- ii. Assistance payments **must be received by the due date** to prevent service disconnection unless a payment deferral agreement is in place.
- iii. Late payment penalties **still apply** if the payment arrives after the due date.
- iv. Assistance payments applied to deposits must be submitted within **10 business days** of service application.
- v. Any resulting **account credit** will remain until the customer terminates service; assistance agencies may request a refund of unused funds.

9. Customer Notifications

- a. Customer bills will display all essential information, including usage, due date, past balance, current charges, accepted payment methods, and any applicable late fees.

- b. For utility and fiber services (excluding telephone), customers are provided with a minimum five (5) day grace period before disconnection for non-payment.
- c. Telephone services, whether standalone or bundled, follow Oklahoma Corporation Commission requirements and will receive at least ten (10) days' prior notice before disconnection.
- d. Disconnection notices and reminders may be delivered by mail, email, phone call, or text message, using the customer's contact information on file.
- e. Customers are responsible for maintaining accurate and up-to-date contact information to ensure receipt of all notifications.

10. Disconnection and Re-establishment of Services

a. Disconnect of Services

The City may disconnect or temporarily suspend utility service for any of the following reasons:

- i. Non-Payment – Failure to pay bills in full by the due date.
- ii. Violation of Payment Agreements – Failure to comply with an approved payment plan.
- iii. Deposit Requirements – Failure to pay required deposits or additional deposits.
- iv. NSF Payments – Returned checks or drafts not resolved within 24 hours.
- v. Unauthorized Use or Tampering – Fraudulent activity, meter tampering/damage, or theft of service.
- vi. False Information – Providing fraudulent applications, rental receipts, or identification.
- vii. Safety Concerns – Conditions posing danger to life, property, or public safety.
- viii. Legal Orders – Court orders or other authorized directives.
- ix. Other Violations – Breach of established utility policies or regulations.

b. Non-Pay Disconnects During Extreme Weather or Holidays:

- i. High Heat: Residential electric service will not be disconnected if the forecasted heat index is 100°F or higher.
- ii. Freezing Temperatures: Residential electric service will not be disconnected if the forecasted temperature is 32°F or lower.
- iii. Non-Electric Services: Water and garbage-only accounts follow normal disconnect schedules.
- iv. Commercial Services: Service disconnection occurs as scheduled regardless of temperature.
- v. Holidays: No disconnections occur on the day before City-recognized holidays.
- vi. Non-Business Hours Requests: Reconnect requests after hours or on weekends/holidays must go through the Sallisaw Police Department and will not occur after 10:00 p.m.
- vii. The City uses NOAA (<http://forecast.weather.gov>) to determine weather conditions.

c. Re-establishment of Services:

One of the following conditions must be met before reconnection:

- i. Payment in Full – All outstanding balances must be paid **to include** reconnection and/or administrative fees per the City’s Master Fee Schedule.
- ii. Payment Agreements – In cases of financial hardship, service may be restored upon execution of an approved payment plan or deferral.

11. Accessibility of Service Meters

Meter access is required for accurate reading.

a. Always Keep Your Meter Accessible

- i. Your service meter(s) must always be accessible for City personnel to conduct readings and inspections.
- ii. If meters are inaccessible, estimation may be based on prior readings/usage. **This may result in larger than normal “catch up” billings once accurate readings can be taken.**

b. Reporting and Remedial Steps

- i. If your meter isn't easily accessible—for example, blocked by an object, secured behind a locked gate, or obscured by vegetation—please contact our Billing department.
- ii. Once notified, the City may:
 - 1) Ask you to report monthly readings on a schedule provided by staff.
 - 2) Request that you clear access for inspection at any time.
 - 3) Offer to install a remote-read meter (when available) to simplify access and billing.

c. Courtesy Notices and Support

- i. **First Occurrence** –Written notice explaining the issue.
- ii. **Second Occurrence** – Reminder notice including potential charges if unresolved.
- iii. **Third Occurrence** – Fee assessed according to Master Fee Schedule.

d. Fees for Repeat Non-Access

If meter readers return due to access issues (e.g., blocked access or locked gate) and are still unable to read the meter, following the second occurrence, you may be billed **return or service charge of \$25.00.**

e. Option to Relocate the Meter

If accessibility issues persist, the City may require the meter to be relocated for safe and reliable access. This relocation would be completed at the customer's expense using a private plumber or private electrician in conjunction with City employees to establish the meter in a reliably accessible location.

f. Safety Tips to Avoid Access Issues

- i. Maintain a clear 36" x 36" workspace around the meter—free of debris, plants, or storage.

- ii. Avoid parking vehicles or placing objects over or near meter boxes.
- iii. Keep pets away from meter areas during scheduled readings.
- iv. If a meter is behind a locked gate, provide advance access arrangements or key information.

12. Testing Service Meters

Should a customer wish to challenge the accuracy of an electric or water meter, the following protocol will be followed.

- a. If meter has been repaired or replaced within sixty (60) days prior to requested test:
 - i. The meter will be tested by a third party at no initial cost to the customer.
 - ii. If test indicates the meter is overstating the usage outside of industry accepted tolerances, the amount of overcharge will be calculated from the test report results, going back to the install date of the meter, and credited to the customer's account.
 - iii. If the meter is determined to be accurate within industry accepted tolerances by the third-party test company, the customer will be notified of the results, and the customer will be responsible for the full amount of the bill due plus the costs associated with shipping and testing. These will be added to the next billing statement (if applicable) as a "penalty".
- b. If meter has not been repaired or replaced within sixty (60) days of requested test, the following terms will be offered to the customer:
 - i. The meter will be tested by a third party at no initial cost to the customer.
 - ii. If the meter is tested and results are within industry accepted tolerances, the customer will be responsible for the full amount of the bill due and will also be responsible for all costs associated with the testing, the company's charge and shipping. This fee will be added to their next billing statement as a "penalty".
 - iii. If the meter is tested and test indicates the meter is overstating usage, the overcharged amount will be calculated from the test reports and credited to the customer's account. The City will absorb the cost of the test. By ordinance, the city can only calculate any credits due for the previous six (6) months.

13. Billing Adjustments, Balance Transfers, and Water Leak Adjustments

The City of Sallisaw is committed to ensuring fair and accurate billing practices while also protecting the financial integrity of the utility system.

- a. Billing Adjustments
 - i. If a billing or payment error is discovered on an account, the City will make the necessary corrections and notify the customer.
 - ii. Adjustments may include, but are not limited to, corrections of prior amounts billed, clerical errors, or misapplied payments.

iii. Adjustments are limited to the period allowed by applicable law or City policy, and customers remain responsible for all verified usage.

b. Balance Transfers

i. When a customer transfers service to a new account, any credit balances, unpaid balances, or deposits will be transferred.

ii. Customers requesting service transfers must:

1) Provide proper identification.

2) Complete a new service application.

3) Pay any applicable transfer fees listed in the City's Master Fee Schedule.

4) Settle any outstanding amounts on the prior account before new service is activated.

iii. The City reserves the right to deny new service if prior balances remain unpaid.

c. Water Leak Adjustments

i. To assist customers who experience a verified water leak on their property, the City may grant a partial adjustment to the water portion of the bill per the Water Leak Adjustment Policy, 7.005.00.

ii. Customers must:

1) Promptly report suspected leaks to Customer Service.

2) Submit a request for adjustment in accordance with policy.

iii. Approval of an adjustment does not relieve the customer of responsibility for payment of the remaining balance.

14. Billing Disputes

a. Customers may dispute a bill by contacting Customer Service.

i. Customer Service Representatives (CSRs) may request a meter re-read, inspection, or billing adjustment as needed.

ii. If the concern relates to **usage** and the customer is dissatisfied, the matter may be escalated first to the Billing Clerk(s), then to the Finance Director.

iii. If the concern relates to **payments** and the customer is dissatisfied, the matter may be escalated first to the Senior Customer Service Supervisor, then to the Customer Service Director.

iv. Customers who remain dissatisfied may appeal to the City Manager, whose decision will be final.

C. Customer Conduct and Staff Safety

a. Customers are expected to treat staff respectfully given that same is expected of staff.

b. CSRs will be trained in **de-escalation techniques**.

c. Distinction will be made between:

- i. **Frustrated customers** (verbal complaints, anger) – addressed with patience and professionalism. While being rude, using offensive/inappropriate language, name-calling, personal verbal attacks, etc. aren't illegal, they can inhibit and/or prevent timely issue resolution.
- ii. **Threatening/Hostile customers** (harassment, intimidation, violence, or weapons) – immediate termination of interaction and referral to law enforcement.
- iii. Repeated threatening/hostile customers may be restricted from facilities and required to schedule appointments, under police escort if necessary.

D. Resale of Utility Services

Utility services are intended solely for the **personal use of the account holder**. Reselling or redistributing our water, electricity, or other services—intended for your own premises—is not permitted except for other contracted utilities.

E. Telecommunications Services Policy

1. Establishing New Telecommunications Service

- a. Before establishing new telecommunications services, the City will review your account for any outstanding utility balances. Customers with unpaid balances may:
 - i. Pay the full balance, or
 - ii. Request a short-term installment plan to bring prior balances current.
- b. This ensures fairness while maintaining accessibility for customers.
- c. All telecommunications accounts should generally match the service address for utilities. Exceptions may be granted for multi-location customers with proper documentation.

2. Billing Cycles and Payment Due Dates

- a. **Billing Cycle:** The City bills telecommunications services from the 21st of the month through the 20th of the following month.
- b. **Payment Due Date:** Payments are due by the 10th of each month.
- c. **Weekend/Holiday Adjustment:** If the due date falls on a weekend or city-recognized holiday, payments are due by 4:30 p.m. on the next business day.
- d. **Late Payment Penalties:** Late payments may incur fees as outlined in the City of Sallisaw Master Fee Schedule.

F. Customer Protections

- 1. The City recognizes hardship, medical, or emergency circumstances. Customers who provide proper verification may qualify for temporary protection from service disconnection.
- 2. Customers who anticipate an extended absence may designate a representative to manage their account by submitting the City's Designation of Agent form. The designated individual must be authorized through a notarized Power of Attorney or a notarized Authorized Agent designation.

G. Policy Administration

1. This policy shall remain in effect until rescinded or modified by the Board of Commissioners.
2. All changes shall be communicated to staff and available to customers via the City website.

H. Contact and Mailing Information for utility payments and/or questions.

1. Mailing Address: City of Sallisaw, P.O. Box 525, Sallisaw, OK 74955.
2. Physical/ Ship to Address: City of Sallisaw, 115 East Choctaw, Sallisaw, OK 74955.
3. Payment Drop Box: 115 East Choctaw, front door of City Hall.
4. Kiosk: 220 East Choctaw Ave
5. Website: www.sallisawok.org
6. Email: csr@sallisawok.org or cityofsallisaw@sallisawok.org
7. Phone: (918) 775-6241
8. Fax: (918) 775-4106 (Customer Service fax line)

References:

- Administrative Policy 2.006.00, Utility Customers with Medical Concerns
- Administrative Policy 7.005.00, Water Leak Adjustment
- OAC 165:35-15-20
- OAC 165:65:7

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

_____ Date: _____
City Manager, City of Sallisaw

Attest

_____ Date: _____
City Clerk

Revision History

Revision 1-3, Prior to July 1, 2018

Revision 4, November 9, 2020

Revision 5, March 9, 2026

Policy Comparison Table

<u>Category</u>	<u>Current Policy</u>	<u>Proposed Revision</u>	<u>Change/Impact</u>
Purpose & tone	Operational focus	Customer-friendly focus	Adds clarity + customer centric style
Customer Bill of Rights	Not included	New comprehensive section	Major addition
Contact channels	Website, phone, fax	Adds kiosk + xpressbillpay	Expanded communication options
Definitions	Formal definitions	Updated + clearer wording	Improved clarity
Application requirements	Strict ID + SSN	Flexible ID + soft credit check	More accessible
Temporary service	General rules	Adds timelines + occupancy rule	More structured
Transfer of service	Basic process	Adds timelines + email option	More detailed guidance
High-risk applicants	Broad definition	Standardized \$200 deposit + written explanation	More consistent
Deposits	Floating allowed	Specifies \$150/unit floating deposit	More precise
Deposit refunds	36-month rule	Adds audit months + refund timing	Predictable schedule
Billing cycles	3 cycles	Links cycle to account number	Improved clarity
Payment posting	Standard rules	Adds kiosk timing	More detailed
Payment methods	Cash/check/card	Adds kiosk + xpressbillpay + draft date	More options
NSF handling	3 NSF → cash only	Same rules	No change
Late penalties	10% late fee	Same	No change
Payment arrangements	Max 3/year	Tiered plans + 12 short-term allowed	Major change
Disconnect notices	Bill statement as notice	Adds 5-day/10-day rules	Clearer protection
Disconnect criteria	List provided	Same list reorganized	Editorial improvements

Extreme weather	100°F / 32°F rule	Same	No change
Re-establishing service	Full payment required	Allows hardship plan	More flexible
Meter access	General rule	Adds notices + \$25 repeat fee	More enforcement steps
Meter testing	City or 3 rd party	Formal 3 rd party process + fees	More structured
Billing adjustments	Allowed	Adds legal-limit note	Clearer
Water leak adjustments	References separate policy	Cites Policy 7.005.00	More specific
Charity payments	Same rules	More integrated wording	Minor edits
Telecommunications	Basic rules	Adds protections + alignment	Clearer guidance
Hostile customers	Definition + response	Adds de-escalation training	More detailed
Resale of services	Prohibited	Prohibited	Same
References	Incomplete list	Corrected and expanded	Improved accuracy

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: Ordinance 2026-04

ITEM TITLE: Discussion and possible action on Ordinance No. 2026-04; *An Ordinance Amending Chapter 14, Article 1, Section 14-103 of the Sallisaw Code of Ordinances by Repealing Section 14-103 of Chapter 14, Article 1 and Adopting and Enacting a New Section 14-103 of Chapter 14, Article 1 to the Sallisaw Code of Ordinances and Declaring an Emergency*

INITIATOR: FBO
Economic Development Director
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: The City Airport has several aircraft that belong to very non-responsive owners and have been on the ramp, collecting fees for a long time. The current ordinance stops short of giving the City any corrective action authority more than charging fees. This change allows the City to pursue confiscation and disposition of the aircraft in question to offset the fees that have (or will) accumulated.

EXHIBITS: 1. ORDINANCE NO 2026-04 abandoned aircraft amend

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Ordinance 2026-04.
b. Approval of Emergency Clause.

ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE 1, SECTION 14-103 OF THE SALLISAW CODE OF ORDINANCES BY REPEALING SECTION 14-103 OF CHAPTER 14, ARTICLE 1 AND ADOPTING AND ENACTING A NEW SECTION 14-103 OF CHAPTER 14, ARTICLE 1 TO THE SALLISAW CODE OF ORDINANCES AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 14, Article 1, Section 14-103 of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following sections, to-wit:

Section 14-103: Aircraft Operations.

1. Registration. Every person owning an aircraft parked at the airport shall register said aircraft with the city by signing the airport register located at the airport terminal building and maintained by airport personnel. Owners of aircraft which are permanently based at the airport shall be required to register one time. Owners of based aircraft, which are permanently removed from the airport, shall notify the airport manager, or their designee, within 72 hours from the time the aircraft is removed from the airport property. Upon notification, airport personnel shall note on the airport register the removal of the aircraft from the airport property.
2. Abandoned, wrecked, or disabled aircraft. The owner, pilot, or operator of any aircraft that becomes abandoned, wrecked, or disabled at the airport shall be responsible for the prompt removal of the wrecked or disabled aircraft and parts thereof, as directed by the airport manager. In the event the owner, pilot, or operator fails to comply with such directions, the abandoned, wrecked, or disabled aircraft, and parts thereof, may be removed by the airport manager at the expense of the owner, pilot, or operator. The city shall bear no liability for damage to aircraft while removing abandoned, wrecked, or disabled aircraft.

The City shall be entitled to the recuperation of any expenses and/or past due parking or ramp fees from the registered owner incurred as a result of an abandoned, disabled, or wrecked aircraft. Said recuperation may include, but not be limited to, all lawful civil actions, including civil lawsuits or other civil remedies, in addition to any liens placed on

the aircraft for past due fees and fines within the District Court of Sequoyah County. The registered owner of abandoned, disabled, or wrecked aircraft shall also be responsible for all attorney and other legal fees. The City reserves the right to report to any Fixed Based Operators (FBOs) of the registered owner's non-payment. Sixty days after any lien is placed, which is unpaid in full, the City will consider the aircraft forfeited and will confiscate it. Any monetary value of the aircraft's final disposition, determined at the discretion of the City, will be considered recuperation for fees owed. Any excess value will be considered forfeited to the City and will be used in support of the City airport operations.

3. Accident reports. Persons involved in or witnessing an aircraft accident on airport property shall report such accident to airport personnel or the nearest law enforcement officer as soon as it is reasonably possible to do so. Such person may be requested to make a written statement if required.
4. Noise abatement. All persons operating aircraft from the airport shall comply with all noise abatement procedures, traffic patterns and policies as may be established by the city and acceptable to the Federal Aviation Administration.
5. Repairs and maintenance to aircraft. No aircraft shall be repaired on any part of the landing, taxi-way or apron areas of the airport property. No aircraft shall be repaired or maintained except in locations designated by the airport manager for such purposes.(6)Foreign objects. No foreign objects, including bottles, cans, scrap, or any object that may cause damage to an aircraft, shall be left upon the floor of any building, or upon any part of the surface of the airport property.(7)Ultra-light aircraft. Use of the airport by ultra-light aircraft shall be subject to approval by the airport manager and shall be in accordance with Federal Aviation Regulations and other rules set by the city.

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 hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage an approval.

PASSED AND APPROVED this 9th day of March, 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 9, 2026
Board: Board of City Commissioners
Subject: Telecommunications Rates

ITEM TITLE: Discussion and possible action on Resolution 2026-02; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

INITIATOR: IT Director

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: As we move into a refresh of DiamondNet, we are adding capabilities/ functionality, discounts, new tiers, and a new logo. While the specific tier names are pending, the proposed cost structure is set. The proposal is a result of several meetings with both CALIX consultants and our FCC consultant. We continue to work through the entire rollout that will see residential plans available on April 6th, with commercial plans available in May. The fees are also being added to the Master Fee Schedule to consolidate City service information. With the elimination of cable service, this is much more easily done.

EXHIBITS: 1. 2026.02 BOCC DNET RATE RESOLUTION
2. COS.DN.RATES EFFECTIVE 04.06.26

KEY ISSUES: N/A

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Resolution 2026-02

RESOLUTION 2026-02

**A RESOLUTION AMENDING THE
TELECOMMUNICATIONS RATE SCHEDULE
FOR THE CITY OF SALLISAW,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees charged to subscribers of the telecommunications system known as DiamondNet have previously been adopted by the Board of City Commissioners in prior resolutions; and

WHEREAS, certain rates and fees now need to be adjusted or added to the Rate Schedule; and

WHEREAS, the City Manager has reviewed these rates and fees with the Board of City Commissioners, and the Board of City Commissioners have determined it is necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Telecommunications Rate Schedule and set certain rates and fees in separate resolutions if needed.

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

Section 1: The rates and fees charged to subscribers of the telecommunications system known as DiamondNet shall be amended in its entirety to reflect the following rates and fees as provided in Exhibit “A” attached hereto.

Section 2: Supersede Previous Resolutions. This resolution shall supersede in its entirety these rates and fees that may have previously been established in prior resolutions.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on April 6, 2026.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 9th day of March 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

CITY OF SALLISAW and SALLISAW MUNICIPAL AUTHORITY
Telecommunications Rate and Fee Schedule
Exhibit A
Effective April 6, 2026

DiamondNet Fees (monthly rates/fees unless otherwise noted)	Rate	Rate Change	Note
Internet-Residential			
#1 (250mb)	\$49.95		(246)
#2 (500mb)	\$74.95		(247)
#3 (1GB)	\$84.95		(248)
#4 (2.5GB)	\$109.95		(xxx)
Bark app (separate and a la carte from any plan)	\$10		(xxx)
Installation	FREE		
Senior Discount	10%		Customers 65+ and who qualify for Medicare/ SoonerCare receive a discount on their chosen service
Military/ First Responder Discount	10%		Police, Fire, EMT & Active, Reserve, National Guard, and Retired Military (Army, Navy, Air Force, Marines, Space Force, Coast Guard)
Calix Mesh Wi-Fi extender	\$4.95		Each, per month (624)
Custom Install Hourly Rate	\$45.00		(604)
Wall Fish (Fiber outlet installation)—Interior wall	\$59.95		(614)
Fiber outlet—Exterior wall	\$29.95		(602)
Maintenance plan (wear/tear damage “insurance”)	\$3.95		(615)
Service Call	\$29.95		Per call; Charged if customer at fault for issue, ie equipment abused, damaged, “customer install” (616)
NSF Returned Check Fee	\$25.00		Per returned payment (NSF)
Late Fee	1.5% of amount due		Charged monthly (LCG)
Reconnect Fee	\$25.00		Per instance (610)
Internet-Commercial			
TBD			

Phone-Residential			
Residential Unlimited. All features and unlimited LD	\$29.95		(TRU)
Residential Basic. All features with metered LD @ .02/min	\$20.95		(TRB)
Residential Life Line (bare line no features)	\$10.00		(TLL)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
Phone-Commercial			
Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$0.23		Each (TS7)
Business Advanced with Unlimited LD	\$35.95		(TLA)
Business Advanced with Metered LD .02/min	\$27.95		(TAM)
Business Basic Service with Unlimited LD	\$27.95		(TBU)
Business Basic Service with metered LD .02/min	\$22.95		Must purchase with 1 TAM package
Business Executive with Unlimited LD	\$45.95		(TLE)
Business Executive with Metered LD .02/min	\$35.95		(TEM)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
Business Call Path Local Metered LD .02/min	\$599.00		(TS3)
Ad Tran equipment, one time cost	\$500.00		
Installation, one time cost	\$349.00		
DiamondNet Wireless		<i>No longer supported, NO new customers but service provided until legacy customers attrit</i>	
1 Mbps Wireless	\$29.95		
3 Mbps Wireless	\$39.95		
5 Mbps Wireless	\$49.95		
10 Mbps Wireless (limited availability)	\$75.95		
20 Mbps Wireless (limited availability)	\$125.95		

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: CM Employment Agreement

ITEM TITLE: Discussion and possible action on the City Manager Employment Agreement Addendum

INITIATOR: City Manger

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: ADDENDUM AND MODIFICATION TO SECTION 1: TERM

This Agreement shall become effective on the 6th day of January, 2025, and shall remain in effect until June 30, 2026, at which time a new Agreement, with the same terms and conditions, shall be included on the Consent Agenda for routine approval on the regularly scheduled City Council meeting set in May. The failure to obtain routine approval of a new Agreement, for the following one (1) year term, shall constitute a non-renewal and the City Manager, at his sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting the City Manager.

EXHIBITS: 1. Brian Heverly Sallisaw Employment Agreement Addendum

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

CITY MANAGER EMPLOYMENT AGREEMENT ADDENDUM

This Addendum to the City Manager Employment Agreement (hereinafter referred to as "Agreement") is made and entered into on the 9TH day of March, 2026, by and between the City of Sallisaw, Oklahoma, Sallisaw Municipal Authority, Sallisaw Library Authority, Sallisaw Economic Authority, and the Sallisaw Industrial Finance Authority (hereinafter referred to as "City") and Brian Heverly (hereinafter referred to as "City Manager"), both of whom understand as follows:

WHEREAS, the City entered into an employment agreement with the City Manager on or about the 13th day of January, 2025.

WHEREAS, that SECTION 1: TERM of said Agreement states "This Agreement shall become effective on the 6th day of January, 2025, and shall remain in effect until June 30, 2026, at which time a new Agreement, *with the same terms and conditions, shall be included on the Consent Agenda for routine approval at least ninety (90) days prior to July 1st* . The failure to obtain routine approval of a new Agreement, for the following one (1) year term, shall constitute a non-renewal and the City Manager, at his sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting the City Manager." *emphasis added.*,

WHEREAS, that newly elected City Council Members do not begin their official performance of duties in their representation of their respective wards until after said 90 days would expire as required by Section 1: Term of the original Agreement.

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

ADDENDUM AND MODIFICATION TO SECTION 1: TERM

This Agreement shall become effective on the 6th day of January, 2025, and shall remain in effect until June 30, 2026, at which time a new Agreement, with the same terms and conditions, shall be included on the Consent Agenda for routine approval on the regularly scheduled City Council meeting set in May. The failure to obtain routine approval of a new Agreement, for the following one (1) year term, shall constitute a non-renewal and the City Manager, at his sole discretion, may elect to treat the non-renewal as a termination which will activate the severance benefits portion of this Agreement, benefitting the City Manager.

WITNESS WHEREOF, the City of Sallisaw has approved the terms and conditions of this Addendum, the City approves such Addendum and authorizes the Mayor and respective Chairmen to execute said Addendum, which shall be attested by the City Clerk and respective Secretaries. The City Manager has signed and executed this Addendum, which becomes effective commencing on the 9th day of March, 2026.

with the same continuing terms and conditions, shall be included on the Consent Agenda for routine approval at the regular meeting of the Board of Commission in May prior to the end of the term.

CITY OF SALLISAW, OKLAHOMA:

CITY MANAGER

By: _____
Ernie Martens, Mayor

Brian Heverly

ATTESTED

[SEAL]

Kim Jamison, City Clerk

APPROVED AS TO FORM:

Jordan Pace, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: Plat presentation

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-001; plat presentation of 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 present a preliminary plat of McHenry Subdivision, an addition to the City of Sallisaw, for consideration. The property is located on the West side of Wheeler Ave., adjacent to Wilshire Ave. and Sequoyah Ave. The proposed use of the property is agriculture and commercial. Planning Commission considered this item at their March 3rd meeting and recommended approval.

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

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Planning Commission Case No. PC2026-001; Plat of McHenry Subdivison.

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.: _____

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Billy Joe McHenry Jr. and Patricia A McHenry, being the sole owners of the fee simple and to the following described real estate by virtue of deed filed in Book 1556, Page 810 and Book 1827 at Page 828, situated in the County of Sequoyah, State of Oklahoma, to-wit:

The S 1/2 SW 1/4 NE 1/4 lying and being West of U.S. Highway No. 59 Right of Way in Section 32, Township 12 North, Range 24 East, Sequoyah County, Oklahoma.

AND LESS: A Strip, piece or Parcel of land lying in part of the S 1/2 SW 1/4 NE 1/4 of Section 32, Township 12 North, Range 24 East, Sequoyah County, Oklahoma. Said parcel of land described by metes and bounds as follows: Beginning at the SE corner of said S 1/2 SW 1/4 NE 1/4; thence S88°03'07"W along the South line of said S 1/2 SW 1/4 NE 1/4 a distance of 147.32 feet to a point on the present West right of way line of U.S. Highway No. 59; thence N02°04'11"E along said present right of way line a distance of 323.27 feet to a jog in said present West right of way line; thence N87°35'33"E along said present right of way line 10.01 feet to a jog in said present right of way line; thence N02°04'07"W along said present West right of way line a distance of 336.58 feet to a point on the North line of said S 1/2 SW 1/4 NE 1/4; thence N87°01'40"E along said North line a distance of 141.01 feet to the NE corner of said S 1/2 SW 1/4 NE 1/4; thence S01°44'51"E along the East line of said S 1/2 SW 1/4 NE 1/4 a distance of 658.93 feet to the point of beginning.

AND LESS: A Strip, piece or Parcel of land lying in part of the S 1/2 SW 1/4 NE 1/4 of Section 32, Township 12 North, Range 24 East, Sequoyah County, Oklahoma. Said parcel of land described by metes and bounds as follows: Beginning at a point where the present West right of way line of U.S. Highway No. 59 intersects the South line of said S 1/2 SW 1/4 NE 1/4 a distance of 147.32 feet S88°03'07"W of the SE corner of said S 1/2 SW 1/4 NE 1/4; thence N02°04'11"E along said present West right of way line a distance of 323.27 feet to a jog in said present West right of way line; thence N87°35'33"E along said present West right of way line a distance of 10.01 feet to a jog in said present right of way line; thence N02°04'07"W along said present West right of way line a distance of 336.58 feet to a point on the North line of the S 1/2 SW 1/4 NE 1/4; thence S88°01'40"E along said North line a distance of 141.01 feet to a point on said South line; thence N87°03'07"E along said South line a distance of 19.99 feet to the point of beginning.

AND (Book 1827, Page 828) A Strip, piece or Parcel of land lying in part of the S 1/2 SW 1/4 NE 1/4 of Section 32, Township 12 North, Range 24 East, Sequoyah County, Oklahoma, more particularly described as follows: Beginning at the NW Corner of said NW 1/4 SE 1/4; thence N89°53'E a distance of 1023 feet; thence S00°05'E a distance of 272.5 feet; thence N89°53'E a distance of 160 feet; thence S00°05'E a distance of 63 feet; thence N89°53'W a distance of 1183 feet; thence N00°15'E a distance of 335.5 feet to the point of beginning.

LESS: Beginning at point 363 feet East of the rear corner of the NE 1/4 NW 1/4 SE 1/4 Section 32, Township 12 North, Range 24 East for starting point; thence East a distance of 180 feet; to West line of U.S. HY 59; thence in a Southerly direction along U.S. HY 59 a distance of 272.5 feet; thence West a distance of 180 feet; thence in a Northerly direction parallel to U.S. HY 59, 272.5 feet to point of beginning.

AND LESS: A Strip, piece or parcel of land lying in part of the NW 1/4 SE 1/4 of Section 32, Township 12 North, Range 24 East in Sequoyah County, Oklahoma. Said parcel being described by metes and bounds as follows: Commencing at the Northwest Corner of said NW 1/4 SE 1/4; thence S89°03'07"W along the North line of said NW 1/4 SE 1/4 a distance of 147.32 feet to a point on the present West right-of-way line of U.S. Highway No. 59; thence S02°04'11"E along said present West right-of-way line a distance of 272.50 feet to the point of beginning; thence continuing S02°04'11"E along said present West right-of-way line a distance of 58.78 feet to a jog in said present West right-of-way line; thence N87°35'33"E along said present West right-of-way a distance of 10.00 feet to a jog in said present East right-of-way line; thence S02°02'08"E along said present East right-of-way line a distance of 3.26 feet; thence S89°03'07"W a distance of 33.90 feet; thence N00°00'49"W a distance of 63.04 feet; thence N89°03'07"E a distance of 21.84 feet to said point of beginning.

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 2026.

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared Billy Joe McHenry Jr. and Patricia A McHenry, 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. 1622, do hereby certify that I have carefully and accurately surveyed and staked the property located on a part of the NW 1/4 SE 1/4 and S 1/2 SW 1/4 NE 1/4 of Section 32, 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 plat 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 10-1-2025.

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

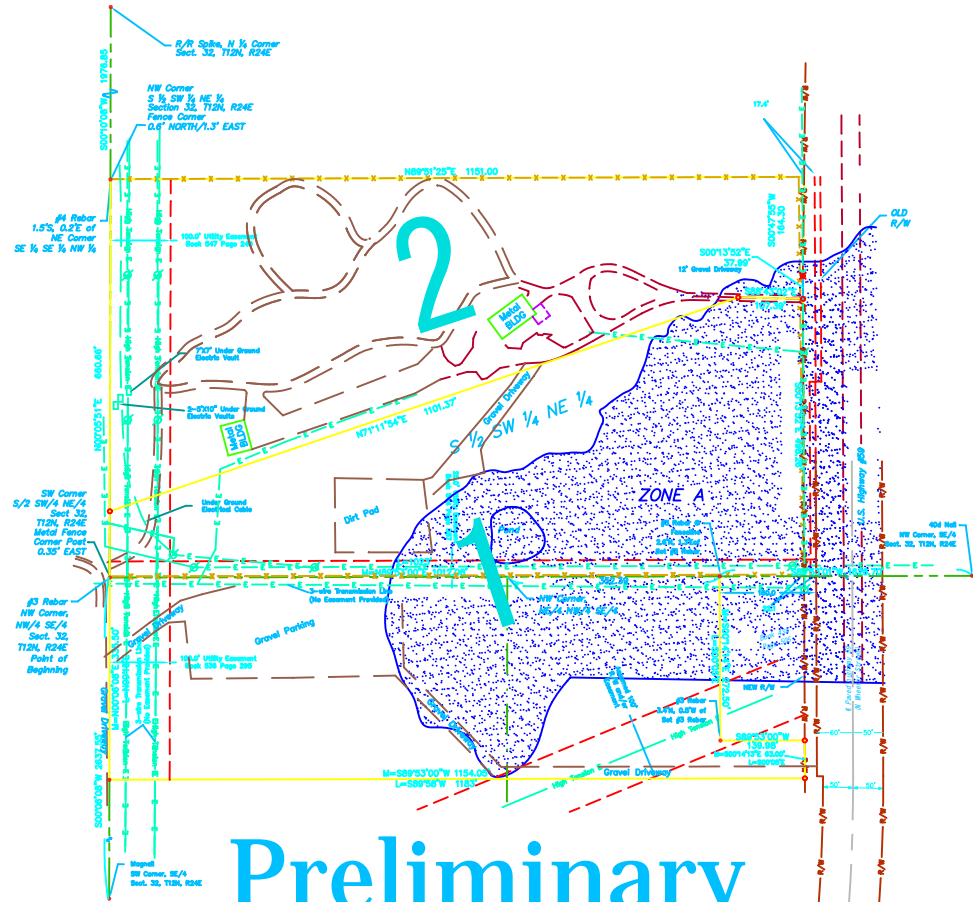
Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared Kelly Osburn, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary 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 McHenry Subdivision

An addition to the City of Sallisaw, being a part of the NW 1/4 SE 1/4 and the S 1/2 SW 1/4 NE 1/4 of Section 32, Township 12 North, Range 24 East, Sequoyah County, Oklahoma.

Date: February-2026 Scale: 1"=100'
Owner/Developer: Billy Joe McHenry Jr. and Patricia McHenry

Osburn Land Surveyors, Inc.
3840 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 "McHenry Subdivision", an addition to the City of Sallisaw, Oklahoma, and accepts the easements shown thereon.
Dated this _____ day of _____, 2026.
CITY OF SALLISAW

MAYOR _____
ATTEST: _____
CITY CLERK _____
(SEAL)

Approval by the City Planning Commission the _____ day of _____, 2026.

CHAIRMAN _____

SECRETARY _____

TREASURER'S CERTIFICATE
I, Angela Glat, as Treasurer of Sequoyah County, Oklahoma, do hereby certify that all taxes on the property hereon plotted and described have been paid or cash bond placed to secure the same.
Dated the _____ day of _____, 2026.

COUNTY TREASURER _____

NOTES:
Highway Right-of-Way Information from ODOT.

Easements affecting this property which may exist prior to the filing of this plat have not been shown.
Those Easements affecting this property provided on Title Opinion File No. #21-10078 and 2022.0638 are shown.

Basis of Bearing is N89°53'00"E along the E-W 1/4 Section line of Section 32

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

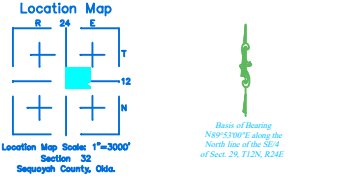
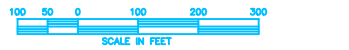
All Corner Rods equal 25.0 feet unless otherwise noted.

Surveyor's Notes:
1. One line Easement Described in Book 308, Page 821 has been consumed by the Highway 59 Right of Way and no longer affects the property.

2. The intent of the LESS legale provided is for the taking of additional right-of-way of Highway 59. They have been rotated to match the basis of bearing for this survey and displayed as such.

3. Flood map scaled from FEMA Fm panel No. 401350D408F

4. That part of Lot 1 in the NW 1/4 SE 1/4 to be zoned Commercial. The remainder in the S 1/2 SW 1/4 NE 1/4 to be Agricultural.



LEGEND table with symbols for Easement Line, Boundary Line, Survey Line, etc.

MCHENRY,
BILLY J. &
PATRICIA A

MCHENRY,
BILLY & PATTY

Lessley Ln

Sequoyah Ave

N

Whreifer St

E Wilshire Ave

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Board of City Commissioners
Subject: Fiber Easement Agreement

ITEM TITLE: Discussion and possible action on a standard Fiber Optic Easement Agreement and authorize the City Manger to execute such agreement or agreements for future fiber installations

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: The fiber optic easement agreement will be executed with companies that are required to obtain a permit(s) to bury utilities in City ROWs.

EXHIBITS: 1. fiber_easement_agreement_sallisaw (1)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of standard Fiber Optic Easement Agreement.
b. Authorize the City Manager to execute agreement(s) for future fiber installations

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 **\$0.10** 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.

-Any damage to utilities existing in the easement will be restored at the Grantee's expense, either by the Grantee to the Grantor's standards or by the Grantor, reimbursed by the Grantee. This includes any damage to customer portions of utilities located in the easement, ie sewer taps or customer-related portion of water service.

- 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 9, 2026
Board: Board of City Commissioners
Subject: MFS Addendum

ITEM TITLE: Discussion and possible action on Resolution No. 2026-03; *A Resolution Amending the Master Fee Schedule for the City of Sallisaw by Adding an Addendum Establishing Right-of-Way fees, and superseding Previous Resolutions to the Extent They are Inconsistent*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Approval will establish rates and fees for services, permits, and use of city property and facilities. This was reviewed by the Planning Commission at their March 3rd meeting and they recommended approval.

EXHIBITS: 1. RESOLUTION 2026.03 -ADDENDUM TO MFS-ROW FEES
2. CITY FEE SCHEDULE-Example-ROW

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2026-03; Right of Way Fee Addendum.

RESOLUTION NO. 2026-03

**A RESOLUTION AMENDING THE
MASTER FEE SCHEDULE FOR
FOR THE CITY OF SALLISAW BY ADDING AN ADDENDUM
ESTABLISHING RIGHT-OF-WAY FEES, AND SUPERSEDING
PREVIOUS RESOLUTIONS TO THE EXTENT THEY ARE
INCONSISTENT**

WHEREAS, the Board of City Commissioners has previously adopted a Master Fee Schedule establishing certain rates and fees for services, permits, and use of City Property and facilities; and

WHEREAS, the Board of City Commissioners has determined that it is necessary to establish and adopt certain rates and fees related to the use, occupancy, and permitting of the public rights-of-way under the jurisdiction of the City; and

WHEREAS, the City Manager has reviewed the proposed Right-of-Way Fee Addendum with the Board of City Commissioners, and the Board of City Commissioners have determined it necessary to adopt these rates and fees; and

WHEREAS, the Board of City Commissioners may at any time adjust or amend all or portions of the Master Fee Schedule and set certain rates and fees in separate resolutions if needed.

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

Section 1: The Master Fee Schedule of the Board of City Commissioners is hereby amended by the addition of **Exhibit A**, attached hereto and incorporated herein by reference, which establishes the Right-of-Way Fee Addendum.

Section 2: Supersede Previous Resolutions. This resolution shall supersede any prior resolutions establishing right-of-way fees to the extent they are inconsistent with the fees adopted herein.

Section 3: Effective Date. The Right-of-Way fees established in the Resolutions shall become effective on March 10, 2026.

PASSED AND APPROVED by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 9th day of March 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

CITY OF SALLISAW and SALLISAW MUNICIPAL AUTHORITY

RIGHT-OF-WAY FEE

ADDENDUM TO THE MASTER FEE SCHEDULE

EXHIBIT A

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 9, 2026
Board: Board of City Commissioners
Subject: Economic and Community Development Incentives Policy

ITEM TITLE: Discussion and possible action on Administrative Policy, 1.0018.00;
Economic and Community Development Incentives Policy

INITIATOR: City Manger
Economic Development Director

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: This policy will provide guidance on the consideration and granting of as well as the approval process for development incentives. Developers, builders, and commercial and industrial partners are able to apply and be considered for development incentives. The Planning Commission reviewed V1 of this item at their March 3rd meeting and recommended approval.

V2-The proposed change allows for requests to come straight to the BCC in those rare instances that agreements are submitted to prior public announcement of a business's intent.

EXHIBITS: 1. 1.0018.00 - Incentives Policy
2. 1.0018.00 - Incentives Policyv2

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Administrative Policy, 1.0018.00 (V2)

CITY OF SALLISAW ADMINISTRATIVE POLICY	Policy Number:	1.018.00	Revision	1
	Effective Date	May 1, 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

Revision History:
3/9/2026 – Original Approved

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.

CITY OF SALLISAW ADMINISTRATIVE POLICY	Policy Number:	1.0018.00	Revision	
	Effective Date	May 1 st , 2026		
Subject:	Economic and Community Development Incentives			
Department(s):	Administration, Community Development, Economic Development			

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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.*

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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.
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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. *** On a case-by-case basis, businesses may require limited involvement prior to public announcements of intent. In those cases, requests for incentives may go directly to the Board of Commission. ***

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

Revision History:
March 9, 2026, established

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

- Developer/Landowner/Business shall report annually to City: status of investment (costs incurred), job creation, property valuation increase, etc.
 - City shall have audit rights.
 - City shall report to other affected taxing jurisdictions (if necessary) as required under state law.
- 5. Payment / Exemption**
- 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**
- This Agreement is made under authority granted by Oklahoma Local Development Act (Title 62, OK Statutes §§850-869), and other state incentives as applicable.
 - Developer/Landowner/Business represents that it will comply with all applicable local ordinances, zoning and building code, permitting.
- 7. Default and Clawback**
- 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.
 - 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.
 - The City may accelerate the repayment or revoke incentive in part or whole.
- 8. Miscellaneous**
- Assignment: Developer/Landowner/Business may not assign its rights under this Agreement without the approval of the City
 - The agreement may be split between a Developer, Landowner, Business as desired by all involved parties.
 - Amendment: Only by written instrument signed by both (all) parties.
 - Governing Law; Venue: State of Oklahoma; legal venue [Sequoyah County].
 - 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.

ADMINISTRATIVE REPORTS

Meeting Date:	March 9, 2026
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

March 24th-CMP Meeting w/ the Planning Commission and Board of Commissioners-- Draft findings

April 13th-Next Board Meeting

Spruce Up Sallisaw '26--April 13-17

City Manager Reports:

2026 Contracts are starting to go out to Landfill and Water customers. I am using a CPI+1% model for our Water customers.

We are starting to work through businesses complying with the 2010 ADA compliance act, focusing on the required parking accommodations.

The Kayaks produced \$624 of revenue, our share of it, within two months of use last year. We are excited to see the possibilities with a full season this year.

The Manufactured Home ordinance change was tabled. The Planning Commission and my staff will have a planning session to address specific verbiage that meets their intent before they send it to you all for discussion and a vote.

City Projects:

Soccer fields--We sent, hopefully, the final document to the State folks and hope to hear back so that we can get out for bid and get dirt moving.

We are close to bidding on basin liner for the Water Treatment Plant. We have been working with our engineer to put some finishing details on the plans before going out for bid.

We have been informed that there has been a delay in some grant funding for the sidewalks. The projects aren't off the table, but they have been delayed until the grants get federal funds and then we will hit the "play" button again and continue the process. All affected partners are tracking.

The pool is inching towards completion. We did have some damage due to the freezing and are working through the contractors to repair/replace what was damaged. We also have to put in another gate to meet the Health Department's requirements. On a good note, we have interested folks already getting their lifeguard certifications and will start a recruitment push just before spring break.

We are working on going digital with facility and RV space rentals. We will be rolling that out with an updated city website this April. The team has been working hard on it and it looks good.

We will have a working session with the Planning Commission on the 30th of March to work through and finalize recommendations for changes to the mobile/manufactured home ordinance. Spruce up Sallisaw is coming 13-17 April. Curbie will be available for those 65 and older to sign up for. Projects and schedules will be coming out soon.

