

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

April 13, 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. Installation of Marley Abell, Mayor, and John Owens, Chief of Police**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Consent agenda**
 - (a) Possible action on minutes of regular meeting of March 9, 2026, and special meeting of March 24, 2026
 - (b) Possible action on Invoice Paid Report for March 2026
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Recognize retiree Steve Padgett and Terry Franklin**

9. **Recognize Ernie Martens for his service to the community during his tenure as Mayor**
10. **Discussion and possible action on staff's request to reinvest the Cemetery Certificate of Deposit with Local Bank for 245 Days at 4.05% Interest**
11. **Discussion and possible action on staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 245 days at 4.05% Interest**
12. **Discussion and possible action to cast Official Ballot for Brady Moore, City Manager, Stillwater, Cody Roe, City Manager, and Michael Shannon, City Manager, Guymon, for three (3) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group (OMAG); each for three (3) year terms commencing on July 1, 2026**
13. **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 (Abandoned airplanes)***
14. **Discussion and possible action on Ordinance No. 2026-05; *An Ordinance Amending the Code of Ordinances by Adopting and Adding Section 82-207 to Article V of Chapter 82, and Declaring an Emergency (manufactured homes)***
15. **Discussion and possible action on Planning Commission Case No. PC2026-002; rezoning request from One-Family Residence District (R-1) to Highway Commercial and Commercial Recreation District (C-4) by Billy McHenry and Patty McHenry, and Ordinance No. 2026-06; *An Ordinance Amending the Zoning Map of Sallisaw an Declaring an Emergency***
16. **Discussion and possible action on Ordinance 2026-07; *An Ordinance Amending Chapter 18, Article III, Section 18-64 of the Sallisaw Code of Ordinances by Repealing Section 18-64 of Chapter 18, Article III and Adopting and Enacting a New Section 18-64 of Chapter 18, Article III to the Sallisaw Code of Ordinances, and Declaring an Emergency (Installations; adoption of National Electrical Code)***
17. **Discussion and possible action on Ordinance No. 2026-08; *An Ordinance Amending Chapter 18 Of The Sallisaw Code Of Ordinances By Adding Article XII; ADA Standards For Accessible Design By Adopting And Incorporating By***

Reference The Requirements Of Title III Of The Americans With Disabilities Act (ADA) And The Implementing Regulations At 28 C.F.R. Part 36; Establishing Local Accessibility Standards For Public Accommodations And Commercial Facilities; Providing For Enforcement; Providing For Severability; And Declaring An Effective Date (ADA)

- 18. Discussion and possible action on Administrative Policy, 1.019.00; Americans with Disabilities Act (ADA) Complaint Policy and Procedures**
- 19. Review of the *Utility Rate Information and Idea Exchange Forum* held on March 26, 2026, as presented by the City Manager; and receive public comments concerning the *Utility Rate Information and Idea Exchange Forum* from Forum attendees (a two (2) minute time limit will be allowed for those speaking regarding the Forum)**
- 20. Hear from Mr. Shawn Rolston regarding reducing electric rates/utility bills; discussion and possible direction staff**
- 21. Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2026 audit services and landfill calculations**
- 22. Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw**
- 23. Discussion and possible action on Purchase Order No. 108511, issued to Techline, Inc. of Texas, in the amount of \$34,311.30 for the purchase of various sized electric poles**
- 24. Discussion and possible action on Purchase Order No. 108512, issued to Phillips Construction of Sallisaw, Oklahoma, in the amount of \$28,640.00, for the construction of a building pad at the Sallisaw Animal Care Facility**
- 25. Receive update on economic development and grant activities**
- 26. Receive update on current and future projects**
- 27. Receive update on the financial status of the city and activities of the finance department**

28. Administrative reports

29. 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)

30. Motion to reconvene to Regular Session

31. Possible action or direction pursuant to Executive Session

32. Adjourn

Posted: April 10, 2026

Time: **10:45 a.m.**

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
MARCH 9, 2026

The Board of City Commissioners met in a regular meeting on March 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 March 5, 2026, at 5:30 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Christian Sizemore, Chris Carter, Clint Smith, Gene Martin, John Weber, Caleb Dotson,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Community Development Director Economic Development Director Network Director Senior Code Inspector IT Manager Director - Fleet Services Captain - Police Patrolman
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Others present:	Lynn Adams; Michael M. Hogan; Renee Phelps; Bruce Bailey; Jeremy Stubblefield; Jennifer Fokidis; Brenda Church; William Rowe; Jennifer Tootle; Paula Mouzakis; Judy Nuckolls; Lester Nuckolls; Shawn Rolston; Randy Covington; Morgan Huff; Taylor Brown; Dylan Proffitt; James Jackson; Kelly Jackson; Lisa Floyd; Melissa Mannon; Shawn Mannon; Donna Baldrige; James Baze; Edward Riccarde; Pamela Gay; Philip Gay; Ron McAlister; Others Unidentified.
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1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared.

3. Pledge of Allegiance

The City Manager led the Pledge of Allegiance.

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 February 9, 2026

b Possible action on Invoice Paid Report for February 2026

Motion was made by Moody, seconded by Hamilton, for approval of the consent agenda.

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

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

None.

7. Discussion and possible action on election results received from the Sequoyah County Election Board for the February 10, 2026, Election

Motion was made by Moody, seconded by Hamilton, to acknowledge the election results for the February 10, 2026, election. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

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*

Motion was made by Moody, seconded by Bailey, for approval of Ordinance 2026-03.

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

9. Discussion and possible action on Administrative Policy 2.005.00, Revision 5, Customer Service Operations Policy

Motion was made by Hamilton, seconded by Moody, for approval of Administrative Policy 2.005.00, Revision 5. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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*

Motion was made by Hamilton, seconded by Moody, to table Ordinance 2026-04. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

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*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution No. 2026-02 with the change from Medicare to Medicaid on the exhibit. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

12. Discussion and possible action on the City Manager Employment Agreement Addendum

Motion was made by Moody, seconded by Mendiola, for approval of the City Manger

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

13. Discussion and possible action on Planning Commission Case No. PC2026-001; plat presentation of McHenry Subdivision by Billy McHenry and Patty McHenry

Motion was made by Moody, seconded by Mendiola, for approval of Planning Commission Case No. PC 2026-001; Plat of McHenry Subdivision. Vote: Moody aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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

Motion was made by Mendiola, seconded by Hamilton, for approval of the Standard Right of Way Agreement. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0. Motion was made by Mendiola, seconded by Moody, to authorize the City Manager to execute agreement for future Right-of-Way agreements. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

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*

Motion was made by Moody, seconded by Hamilton, for approval of Resolution 2026-03. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

16. Discussion and possible action on Administrative Policy, 1.018.00; Economic and Community Development Incentives Policy

Motion was made by Mendiola, seconded by Bailey, for approval of the Administrative Policy, 1.018.00 Version 2. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

17. Receive update on current and future projects

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

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

department

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

19. Administrative reports

City Manager Report:

- Comprehensive Master Plan: Joint meeting with the Planning Commission scheduled for March 24 to review draft findings.
- Next Board Meeting: April 13.
- Spruce Up Sallisaw: Scheduled for April 13–17.
- Chunk Your Junk event will be held April 11 at Quesenbury.
- Landfill normally open the first weekend of the month will be closed Easter weekend, but open April 11 for the event for city residents.
- 2026 Contracts: Landfill use and water customer contracts are being issued using a CPI + 1% adjustment to address inflation and support capital improvements.
- ADA Compliance: Staff beginning review of business compliance with 2010 ADA accessibility standards, starting with accessible parking requirements. An ordinance to adopt applicable standards and authorize enforcement will be presented next month.
- Kayak Program: Generated \$624 in two months, representing the City's 50% share. Estimated 3–5 year return on investment.
- Manufactured Home Ordinance: Item was tabled. Staff and Planning Commission will hold a working session to refine language before bringing it back for consideration.
- City Projects:
 - Engineering plans nearing completion for bidding a basin at the water treatment plant.
 - TSET and TAP sidewalk grant applications delayed but still anticipated.
 - New City website launching in April, including online reservations for facilities and RV spaces at Brushy Lake.

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)

The City Attorney recommended Executive Session. Motion was made by Moody, seconded by Hamilton, to convene in Executive Session. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. Executive Session began at 6:46 p.m.

21. Motion to reconvene to Regular Session

Motion was made by Moody, seconded by Hamilton, to reconvene to Regular Session.
Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. Regular Session reconvened at 7:04 p.m.

22. Possible action or direction pursuant to Executive Session

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

23. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:05 p.m.

Approved this 13th day of April 2026.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
MARCH 24, 2026

The Board of City Commissioners met in a special meeting on March 24, 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 March 18, 2026, at 10:30 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 4
Members absent:	Julian Mendiola,	Member, Ward 3
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Keith Miller, George Bormann, Christian Sizemore, Lisa Gabbert,	City Manager City Attorney City Clerk Community Development Director Economic Development Director Network Manager Deputy City Clerk
Planning Commission:	Scott Looper; Reese Bush; Beko Rivera; Brady Bauer	
Others present:	Lynn Adams; Marley Abell; Shelby Ferguson; Zoe Brown.	

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. Presentation and Discussion with Olsson Representative Regarding the City's Comprehensive Master Plan (CMP) Specifically Review of Draft Plan; and Possible Action

Shelby Ferguson with Olsson presented the Board of City Commissioners and the Planning Commission Board with a mapping framework and drafts of sections which will make up the city's Comprehensive Master Plan (CMP) for review and refinement for a final draft. Both boards reviewed the maps and drafts and asked questions about areas of concern, which included East Cherokee, parking downtown, sidewalks and railroad traffic. After no major concerns or refinements, Ferguson said they will set up a guide for specific action and bring back the final draft. Ferguson said the CMP should be a guidebook and once finalized, should be reviewed annually for evaluation and changes which may evolve.

4. Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn the meeting. Vote: Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0. The meeting ended at 7:17 p.m.

Approved this 13th day of April 2026.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: Investments

ITEM TITLE: Discussion and possible action on staff's request to reinvest the Cemetery Certificate of Deposit with Local Bank for 245 Days at 4.05% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Sallisaw Reserve Certificate of Deposit with Local Bank, the high bidder, for 245 days at 4.05% interest.

EXHIBITS: 1. BOCC- CD Quotes

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to invest the Sallisaw Reserve CD with Local Bank for 245 days at 4.05% interest.



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on April 15, 2026:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$243,172.07*	182	October 14, 2026	_____
		245	December 16, 2026	<u>4.05</u>
Sallisaw Reserve	\$1,263,202.06*	182	October 14, 2026	_____
		245	December 16, 2026	<u>4.05</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., April 8, 2026. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 13, 2026.

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

Kim Jamison, City Clerk

Submitted by:

Local Bank
(Print Bank Name)

Date: 4-8-26

By: Teresa Watt

*Estimated



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

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<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Cemetery Fund	\$243,172.07*	182	October 14, 2026	<u>3.81%</u>
		245	December 16, 2026	<u>3.66%</u>
Sallisaw Reserve	\$1,263,202.06*	182	October 14, 2026	<u>3.81%</u>
		245	December 16, 2026	<u>3.66%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., April 8, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., April 13, 2026.

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

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
(Print Bank Name)

Date: 4/7/26

By: [Signature] Pres

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: Investments

ITEM TITLE: Discussion and possible action on staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 245 days at 4.05% Interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for temporary idle funds. Following review of quotes received, staff recommends investment of the Sallisaw Reserve Certificate of Deposit with Local Bank, the high bidder, for 245 days at 4.05% interest.

EXHIBITS:

KEY ISSUES: None.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest the Sallisaw Reserve CD with Local Bank for 245 days at 4.05% interest.

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2026 Election of THREE Trustees For a three-year term starting July 1, 2026

The biographical sketch on the next page for each nominee was written by the person who made the nomination. **YOU MAY VOTE FOR THREE (3) NOMINEES** by placing a check mark next to their names below.

_____ Justin Battles, Assistant City Manager, Mustang (Incumbent)

_____ Tim Lyon, City Manager, Midwest City (Incumbent)

_____ Pam Polk, City Manager, Durant (Incumbent)

Brady Moore, City Manager, Stillwater

Cody Roe, City Manager, McLoud

Michael Shannon, City Manager, Guymon

_____ Cecilia Taft, City Clerk, Spencer

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2026
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2026*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a fax of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES, limited to 50 words

JUSTIN BATTLES (Incumbent) Justin Battles is passionate about communities, working with others and the organizations that support them. As the Assistant City Manager for the City of Mustang, he recognizes and understands the demands that cities and towns face. Justin has 24 years of municipal experience. He knows that together we can succeed. (Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

TIM LYON (Incumbent) Tim Lyon has over 40 years of local government experience specializing in Risk Management, a Master's Degree, and is an accredited City Manager. For the past 26 years, he has served the City of Midwest City in various management functions. He has served on the OMAG Board for two terms. (Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

PAM POLK (Incumbent) Pam Polk is the city manager of Durant. She holds bachelor's and master's degrees. Pam is a credentialed manager through ICMA. She was awarded the Gerald Wilkins Award for Oklahoma City Manager of the Year 2017 and OML Woman of the Year 2022. Pam also serves on the OML BOD. (Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

BRADY MOORE Named Stillwater City Manager in December 2024 after serving two terms as Interim City Manager. Brady Moore served roles of Chief Innovation Officer, Economic Development Director, Assistant and Deputy City Manager. Project leadership includes: \$14.5M downtown City park, alternative work schedule, Rails-to-Trails conversion, and \$3B Google data center campus. (Stillwater participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CODY ROE Currently serving as City Manager for the City of McLoud, Cody has over 16 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHAEL SHANNON Michael Shannon serves as City Manager of Guymon, overseeing municipal operations, infrastructure, utilities, and economic development. With decades of municipal experience, he emphasizes fiscal responsibility, collaboration and long-term planning. He led major initiatives including the Mesa Water Project and helped secure the OWRB's 2060 Water Excellence Award. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

CECILIA TAFT Cecilia Taft of Luther, Oklahoma, is a focused and driven public service professional. She has served as City Clerk for the City of Spencer since 2020 and previously held administrative leadership roles with Langston University and the Clark County School District. (Spencer participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

END.

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 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 (Abandoned airplanes)*

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/FBO any corrective action authority more than charging fees. This change allows the FBO 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. final (abandoned aircraft)

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 Fixed Based Operator (FBO), who is contracted with the City to collect airport usage fees as part of his/her contract, 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 contracted FBO reserves the right to report to any of the registered owner's non-payment.

Sixty days after any lien is placed, which is unpaid in full, the FBO may consider the aircraft forfeited and confiscate it. Any monetary value of the aircraft's final disposition, determined at the discretion of the FBO, will be considered recuperation for fees owed. Any excess value will be considered forfeited to the FBO and will be used in support of the 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 13th day of April, 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: April 13, 2026
Board: Board of City Commissioners
Subject: Ordinance 2026-05

ITEM TITLE: Discussion and possible action on Ordinance No. 2026-05; *An Ordinance Amending the Code of Ordinances by Adopting and Adding Section 82-207 to Article V of Chapter 82, and Declaring an Emergency (manufactured homes)*

INITIATOR: Commissioner Bailey

STAFF INFORMATION SOURCE:

BACKGROUND: Requested changes to the City’s manufactured/mobile home ordinance were initially reviewed by the Board of Commissioners on February 9, 2026. At that time, the Council directed the Planning Commission to review the proposed changes and provide recommendations.

The Planning Commission held a special meeting on March 30, 2026, during which members met with Mr. Fiorentine and staff to discuss potential revisions to the existing ordinance. Based on those discussions, the Commission formulated recommendations, and staff subsequently prepared a draft ordinance reflecting those changes.

The final draft ordinance was presented at the Planning Commission’s regular meeting on April 7, 2026. Following review, the Planning Commission voted to recommend approval of the proposed ordinance.

EXHIBITS: 1. ORDINANCE NO. 2026.05 - Version 3. Manufactured Homes

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Ordinance 2026-05.
b. Approval of emergency clause.

ORDINANCE NO. 2026-05

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

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

Section 1.

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

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

- (a) Manufactured/mobile homes are permitted in residentially zoned land only if a manufactured/mobile home was present on the property prior to 2010.
- (b) Existing manufactured/mobile homes may be replaced only by the owner of said home as of April 13, 2026, or any beneficiary or recipient of through inheritance, if the owner of the home is the owner of the parcel of real property upon which it is installed.
- (c) Manufactured/mobile homes that were placed on residentially zoned land prior to 2010 may be replaced with another manufactured/mobile home due to owner's desire or when the current manufactured/mobile home is no longer inhabitable as determined by City Code Enforcement and is deemed a nuisance by the Board of City Commissioners.
- (d) The following requirements must be met:
 - (1) The replacement manufactured/mobile homes must be the same size or larger than the one being replaced.
 - (2) Replacement manufactured homes must be manufactured no later than three years from the current year.
 - (3) Any replacement manufactured/mobile homes must meet and be placed following current and applicable building and safety codes.
 - (4) Only after appropriate and applicable permits, applied for within 30 days of removal of the existing home, have been applied for and all work related to the replacement as required by code has been inspected and found to meet requirements.

- (e) The sale of the property/home and/or expiration of the building permit issued to replace the manufactured home will require the property to conform to the residential zoning standards. Either situation will preclude the manufactured home from being replaced and requires the existing home to be removed from the property within 30 days.
- (f) Nothing in this section shall be construed as to allow for additional manufactured/mobile homes to be placed on property in residential zones.
- (g) All other aspects of the emplacement and property on which the replacement is being made must conform to the requirements Chapter 82 and 102 of the Sallisaw Code of Ordinances unless previous variances or waivers were granted.

Section 2.

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

Approved this 13th day of April 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: April 13, 2026
Board: Board of City Commissioners
Subject: Rezoning Request

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-002; rezoning request from One-Family Residence District (R-1) to Highway Commercial and Commercial Recreation District (C-4) by Billy McHenry and Patty McHenry, and Ordinance No. 2026-06; *An Ordinance Amending the Zoning Map of Sallisaw an Declaring an Emergency*

INITIATOR: Kelly Osburn, agent

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, of Osburn Land Surveyors, LLC, agent for Billy Henry and Patty McHenry, is requesting a rezoning from One-Family Residence District (R-1) to Highway Commercial and Commercial Recreation District (C-4). The property is located on the West Side of Wheeler Ave., adjacent to Wilshire Ave. and Sequoyah Ave. Planning Commission heard this item at their April 7th meeting, and recommended approval.

EXHIBITS:

1. PC2026-002 Application
2. PC2026-002 Publication Map
3. PC 2026-002 Notice of Hearing
4. Ordinance No. 2026-06.Rezone.McHenry

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Planning Commission Case No. PC2026-002 and Ordinance No. 2026-06.
- b. Approval of Emergency Clause.

PC2026-002

PLANNING COMMISSION

REQUEST TO REZONE

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

Ag to Commercial, That part of LT 1 lying south
of the E-W 1/2 section line. For Commercial parking

General Location North Hwy 59
(Street Address)

Present Use of Property Ag

Proposed Use of Property Commercial that part of LT 1 lying south

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 1406

Phone 918-672-4058

SARSA

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date _____

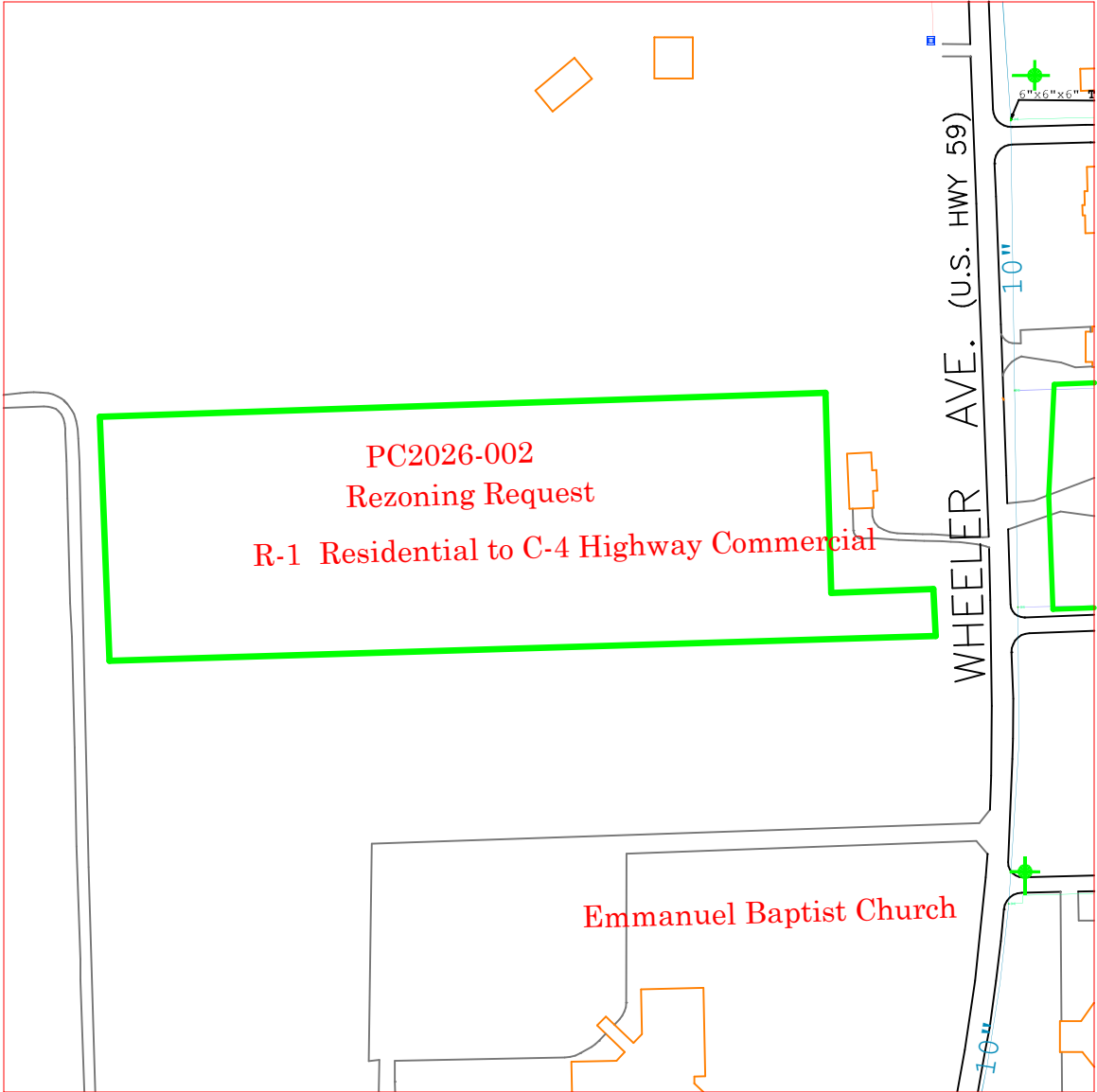
Application No.: _____ Requested: _____

Fee Receipt: _____ P.C Recommendation: Approval ___ Denial ___

City Council: _____ Date: _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

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

A PT OF NW SE DES AS BEG AT NW COR FOR POB N.89 53 E.1028 S.00 05 E.272.5 N.89 53 E.160 S.00 05 E.63 N.89 58 W.1188 NORTH 00 15 E.335.5 TO POB LESS BEG @ 363' E. OF NW/C OF NE NW SE E. 160' S.272.5 W.160 N.272.5 LESS PT OF NW SE COM @ NE COR OF NW SE, TH S88 03 07W 147.32', TH S02 04 11E 272.50' TO POB; TH S02 04 11E 59.76'; TH N87 55 53E 10.00'; TH S02 02 08E 3.26'; TH S88 03 07W 33.90'; TH N00 00 49W 63.04'; TH N88 03 07E 21.64' TO POB. TO ODOT 1394-381

has filed with the Sallisaw Planning Commission a written application # **PC 2026-002** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from One-Family Residence District (R-1) to Highway Commercial and Commercial Recreation District (C-4).**

The undersigned will present said application to the Sallisaw Planning Commission on **April 7, 2026**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 18th day of March 2026.

By: **Billy McHenry and Patty McHenry**
Owner(s)

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

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

Bill To:

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

ORDINANCE NO. 2026-06

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

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

SECTION 1.

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

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

A PT OF NW SE DES AS BEG AT NW COR FOR POB N.89 53 E.1028 S.00 05 E.272.5
N.89 53 E.160 S.00 05 E.63 N.89 58 W.1188 NORTH 00 15 E.335.5 TO POB LESS
BEG @ 363' E. OF NW/C OF NE NW SE E. 160' S.272.5 W.160 N.272.5 LESS PT OF
NW SE COM @ NE COR OF NW SE, TH S88 03 07W 147.32', TH S02 04 11E 272.50'
TO POB; TH S02 04 11E 59.76'; TH N87 55 53E 10.00'; TH S02 02 08E 3.26'; TH S88
03 07W 33.90'; TH N00 00 49W 63.04'; TH N88 03 07E 21.64' TO POB. TO ODOT
1394-381

be and the same is hereby changed from R-1 to C-4, which is owned by Billy McHenry and Patty McHenry.

SECTION 2.

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

Approved this 13th day of April, 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: April 13, 2026
Board: Board of City Commissioners
Subject: Ordinance 2026-07

ITEM TITLE: Discussion and possible action on Ordinance 2026-07; *An Ordinance Amending Chapter 18, Article III, Section 18-64 of the Sallisaw Code of Ordinances by Repealing Section 18-64 of Chapter 18, Article III and Adopting and Enacting a New Section 18-64 of Chapter 18, Article III to the Sallisaw Code of Ordinances, and Declaring an Emergency (Installations; adoption of National Electrical Code)*

INITIATOR: Community Development

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: The proposed electrical changes would modify the current standards to be in line with new NFPA (National Fire Protection Association) 70 standards. The Planning Commission reviewed the proposed changes at their April 7th meeting and recommended approval.

EXHIBITS: 1. Ordinance No. 2026-07; Chapter 18 Electric Code

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a. Approval of Ordinance 2026-07; amending Section 18-64 of Chapter 18, Article III.
b. Approval of Emergency Clause.

ORDINANCE NO. 2026-07

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE III, SECTION 18-64 OF THE SALLISAW CODE OF ORDINANCES BY REPEALING SECTION 18-64 OF CHAPTER 18, ARTICLE III AND ADOPTING AND ENACTING A NEW SECTION 18-64 OF CHAPTER 18, ARTICLE III TO THE SALLISAW CODE OF ORDINANCES; AND DECLARING AN EMERGENCY

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

SECTION 1.

That Chapter 18, Article III, Section 18-64 of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following section, to-wit:

Sec. 18-64. Installations; adoption of National Electrical Code.

- (a) All installations of electrical equipment shall be in conformity with the provisions of this article, with the Statutes of the State Of Oklahoma and any orders, rules and regulations issued by authority thereof, and with approved electrical standards for safety to persons and property. The National Electric Code, the current year edition thereof as adopted by the Oklahoma Uniform Building Code Commission, issued by the National Fire Protection Association, is hereby adopted and incorporated in this Code by reference. A digital copy is available for review at the office of Community Development. In addition, thereto the following shall be required notwithstanding the requirements of such code:
1. All commercial buildings, places of assembly and churches shall have all electrical wire installed in conduit.
 2. All branch circuit wiring inside of a structure shall be copper.
 3. All branch circuit wirings shall be a minimum of 12 gauge.
 4. All feeder circuits for service entrance and subpanels shall be in accordance with NFPA 70 and shall be no smaller than 1/0 wire.
 5. Disconnects shall be required at point of service entry. A meter can with a built-in disconnect may be substituted for stand-alone disconnect from a list of approved manufacturers or devices provided by the Electric Department. Any non-listed substitutions shall have written approval from the Electric

Department. The Electrical Inspector shall maintain a copy of the list and have final approval of device ratings in accordance with NFPA 70.

- (b) Within the code adopted in subsection (a) of this section there are references made to the duties of certain officials named therein, and the designated officials of the city who have duties corresponding to those named officials in the adopted code shall be deemed to be the responsible official insofar as enforcing the provisions of the adopted code is concerned.

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 13th day of April, 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: April 13, 2026
Board: Board of City Commissioners
Subject: Ordinance No. 2026-08

ITEM TITLE: Discussion and possible action on Ordinance No. 2026-08; *An Ordinance Amending Chapter 18 Of The Sallisaw Code Of Ordinances By Adding Article XII; ADA Standards For Accessible Design By Adopting And Incorporating By Reference The Requirements Of Title III Of The Americans With Disabilities Act (ADA) And The Implementing Regulations At 28 C.F.R. Part 36; Establishing Local Accessibility Standards For Public Accommodations And Commercial Facilities; Providing For Enforcement; Providing For Severability; And Declaring An Effective Date (ADA)*

INITIATOR: City Manger

STAFF INFORMATION SOURCE:

BACKGROUND: While most of the ADA act requirements are included in modern building codes, there are parts and pieces of Title III that need to be specifically "referenced" to include it in the enforcement scope of local inspectors. The DOJ remains the enforcement agency for the ADA act as a whole.

EXHIBITS: 1. Ordinance 2026-08. ADA

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance No. 2026-08.

ORDINANCE NO. 2026-08

AN ORDINANCE AMENDING CHAPTER 18 OF THE SALLISAW CODE OF ORDINANCES BY ADDING ARTICLE XII; ADA STANDARDS FOR ACCESSIBLE DESIGN BY ADOPTING AND INCORPORATING BY REFERENCE THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE IMPLEMENTING REGULATIONS AT 28 C.F.R. PART 36; ESTABLISHING LOCAL ACCESSIBILITY STANDARDS FOR PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

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

Section 1. Amendment

That Chapter 18 of the Sallisaw Code of Ordinances be amended by adding Article XII, to-wit:

SECTION 18-400. PURPOSE AND INTENT

The purpose of this Ordinance is to promote the public welfare and ensure equal access for individuals with disabilities by adopting and enforcing the requirements of **Title III of the Americans with Disabilities Act (42 U.S.C. §§ 12181–12189)** and the implementing regulations found at **28 C.F.R. Part 36**, including the **2010 ADA Standards for Accessible Design**. This Ordinance establishes local authority for the City of Sallisaw to review, inspect, and enforce accessibility requirements applicable to public accommodations and commercial facilities located within the municipal limits.

SECTION 18-401. ADOPTION OF FEDERAL ADA TITLE III REGULATIONS

SECTION 18-401(A). Adoption by Reference

Pursuant to 11 O.S. §14-101 et seq., The City of Sallisaw hereby adopts, by reference, the regulations issued by the United States Department of Justice implementing Title III of the Americans with Disabilities Act, codified at **28 C.F.R. Part 36**, including the **2010 ADA Standards for Accessible Design**, and as may be amended and subsequently adopted by the City based on future or successor regulations as issued by the U.S. Department of Justice.

SECTION 18-401 (B). Applicability

These adopted regulations apply to all private entities that own, operate, lease, or lease to public

accommodations or commercial facilities within the City of Sallisaw. This ordinance is enforced as a local building and property maintenance regulation, and not as a direct enforcement of federal civil rights law.

SECTION 18-401(C). Federal Enforcement Preserved

Nothing in this Ordinance shall be construed as limiting or substituting the enforcement authority of the United States Department of Justice under Title III of the ADA. The City shall not enforce ADA Title III's 'barrier removal' obligation except where incorporated into local code.

SECTION 18-402. DEFINITIONS

The definitions set forth in **42 U.S.C. § 12181** and **28 C.F.R. § 36.104** are hereby adopted and incorporated as though fully set forth herein. The following supplemental definitions shall also apply:

1. **Accessible Parking Space:** A parking space that complies with all dimensional, signage, and configuration standards of the 2010 ADA Standards.
 2. **Van-Accessible Parking Space:** An accessible parking space that meets additional van-access requirements of the ADA Standards.
 3. **Accessible Route:** A continuous, unobstructed path connecting accessible elements, fully compliant with ADA Standards.
 4. **Public Accommodation:** Any private business or service facility classified as such under Title III of the ADA.
-

SECTION 18-403. ACCESSIBLE PARKING STANDARDS WITHIN THE CITY OF SALLISAW

All parking facilities serving public accommodations or commercial facilities within the City of Sallisaw shall comply with the numerical, dimensional, and signage requirements specified below, consistent with Sections 208 and 502 of the 2010 ADA Standards for Accessible Design.

SECTION 18-404. Minimum Number of Accessible Parking Spaces Required

Each parking facility shall provide accessible parking spaces in at least the following minimum numbers:

- 1 to 25 total spaces → **1 accessible space**
- 26 to 50 → **2 spaces**
- 51 to 75 → **3 spaces**
- 76 to 100 → **4 spaces**

- 101 to 150 → **5 spaces**
- 151 to 200 → **6 spaces**
- 201 to 300 → **7 spaces**
- 301 to 400 → **8 spaces**
- 401 to 500 → **9 spaces**
- 501 to 1,000 → **2% of the total number of spaces**
- Over 1,000 → **20 spaces**, plus **1 additional space per 100 spaces** above 1,000

SECTION 18-404 (A). Van-Accessible Minimum

- Not less than **one (1) of every six (6)** required accessible spaces shall be designated as **van-accessible**. Fractions shall be rounded **up** to the next whole number.
-

SECTION 18-405. Dimensional and Configuration Requirements

1. Standard Accessible Spaces

- Minimum space length: **18 feet (216 inches)**
- Minimum space width: **8 feet (96 inches)**
- Adjacent access aisle width: **5 feet (60 inches)** or greater
- Access aisles may be shared
- Maximum running or cross slope: **1:48 (2.08%)** (both space and aisle)
- Access aisles must be clearly marked to discourage parking
- Have a surface that is firm, stable, and slip-resistant

2. Van-Accessible Spaces

Must meet one of the following configurations:

Option #1

- Minimum space length: **18 feet (216 inches)**
- Minimum Space width: **11 Feet (132 inches)**
- Have an access aisle at least **60 inches** wide
- Have no more than a **1:48 (2.08%)** slope in all directions

- Provide at least **98 inches** of vertical clearance (van height) for the parking space, access aisle, and vehicular route
- Have a surface that is firm, stable, and slip-resistant

Option #2

- Minimum Space Length: **18 Feet (216 inches)**
- Minimum Space Width: 8 Feet (96 inches)
- Have an access aisle at least 8 Feet (96 inches) wide
- Have no more than a 1.48 (2.08%) slope in all directions
- Provide at least 98 inches of vertical clearance for the parking space, access aisle and vehicular route
- Have a surface that is firm, stable and slip-resistant

3. Perpendicular On Street Parking Spaces

- Minimum Space length: 24 feet (288 inches)
- Minimum space width: 13 feet (156 inches)
- Have an access aisle at least 60 inches wide front and rear of vehicle
- Have no more than a 1:48 (2.08%) slope in all directions
- Provide at least 98 inches of vertical clearance (van height) for the parking space, access aisle, and vehicular route
- Have a surface that is firm, stable, and slip-resistant
- Sidewalks shall be modified to allow for access at either end of the space

4. Location Requirements

Accessible spaces shall:

- Be located on the **shortest accessible route** to the accessible building entrance served
- Be on the **same plane and grade**, avoiding curbs without ramps
- Be dispersed to serve multiple accessible entrances, where provided

SECTION 18-406. Signage Requirements

1. Standard Accessible Spaces

Must have signs that:

- Display the **International Symbol of Accessibility (ISA)**
- Are mounted **at least 60 inches above ground** to the bottom of the sign
- Are visible at all times, including during inclement weather

2. Van-Accessible Spaces

In addition to the ISA symbol, signage must include the words:

“Van Accessible”

Must meet the same 60-inch minimum mounting height.

3. Surface Markings

Surface paint or pavement markings **shall not substitute** for required vertical signage.

SECTION 18-407. PLAN REVIEW, PERMITTING, AND INSPECTION

SECTION 18-407(A). Plan Review

The City of Sallisaw Building and Code Enforcement staff shall review all construction and alteration plans for public accommodations and commercial facilities for compliance with ADA Standards and this Ordinance prior to issuance of any building permit.

SECTION 18-407(B). Inspections

City inspectors are authorized to inspect facilities during construction and prior to issuance of certificates of occupancy. City Inspectors and Code Enforcement Officers are authorized and may conduct periodic inspections consistent with constitutional requirements to verify continued compliance. Property owners are responsible for maintaining accessible features.

SECTION 18-407(C). Coordination with State Codes

If applicable, all requirements shall be applied in harmony with codes adopted by the Oklahoma Uniform Building Code Commission and the City of Sallisaw.

SECTION 18-408. ENFORCEMENT

SECTION 18-408(A). Classification of Violations

The City does not adjudicate or resolve federal ADA civil-rights complaints.

Violations of this Ordinance and amendments thereto shall be classified as violations of the City’s adopted:

1. Building Codes; and/or
2. Property Maintenance Codes

as applicable to the specific condition.

See ADA-Complaint Policy for specific procedures to file a complaint.

Each day a violation continues after notice and expiration of the compliance period shall constitute a separate offense.

SECTION 18-408(B). Notice and Opportunity to Cure

1. Upon determination of a violation, the Inspector or Code Officer shall issue a **Notice of Violation** providing:
 - Description of the violation;
 - Required corrective action;
 - Time for compliance.
 - Standard cure periods:
 - a. **Imminent hazard or life-safety issue:** 0–10 days
 - b. **Obstruction or inoperable accessible feature:** 10–30 days
 - c. **Structural or construction-related issue:** 30–90 days
2. The Code Official, Inspector or Code Officer may extend deadlines upon a showing of:
 - Good faith efforts to comply;
 - Material or contractor delays; or
 - Submission of a corrective action plan and issuance of a permit to construct.

SECTION 18-408(C). Municipal Citations

If a violation is not corrected within the prescribed time:

1. The City may issue a **municipal citation** into the Municipal Court of the City of Sallisaw.
2. Upon conviction, penalties shall not exceed limits established by Oklahoma law, including:
 - a. **11 O.S. § 14-111** (general municipal penalties)

SECTION 18-408(D). Fine Schedule (Administrative Guidance)

Unless otherwise provided for or amended by City Code or the Fine Schedule Ordinance, the following fine schedule is established as guidance for enforcement and subject to statutory limits under Oklahoma law:

- **First offense:** up to \$100 per violation per day
- **Second offense (within 12 months):** up to \$200 per violation per day
- **Third and subsequent offenses (within 12 months):** up to \$500 per violation per day

Each day a violation continues may be treated as a separate offense, consistent with state law.

⚠ Note: Final penalties are imposed by the Municipal Judge and may be adjusted based on evidence and circumstances.

SECTION 18-408(E). Additional Remedies Authorized

In addition to municipal citations, the City may pursue any lawful remedy, including:

1. **Abatement** of violations as authorized under **11 O.S. § 14-101 et seq.**
2. **Denial, suspension, or revocation of Certificates of Occupancy** for noncompliance with Building Codes
3. **Stop work orders** for ongoing construction violations
4. **Injunctive relief** in a court of competent jurisdiction, if necessary

SECTION 18-408(F). Business License Actions

1. A business license may be **denied, suspended, or revoked** only upon:
 - A. Two or more adjudicated violations of **locally adopted codes** within a 12-month period, or
 - B. Failure to comply after notice and opportunity to cure
2. The Inspector or Code Officer shall report all findings of fact to the City Clerk for recommendation of denial, suspension or revocation.
3. No business license action shall be taken solely for alleged violations of federal law independent of locally adopted codes.

SECTION 18-408(G). Cost Recovery

To the extent permitted by Oklahoma law, the City may recover:

- Costs of inspection
- Administrative enforcement costs
- Abatement expenses

Such costs may be assessed against the property or responsible party in accordance with applicable law.

SECTION 18-408(H). Appeals

Any person aggrieved by enforcement action under this Section may appeal pursuant to:

- The City's administrative hearing procedures. Appeals of determination shall be filed with the City Clerk within **10 working days of the determination**

- The Municipal Court process. A notice of appeal may be filed with the District Court. Written Notice of appeal shall be given to the Court Clerk at the time of but no later than 10 working days of the order.

SECTION 18-408(I). No Limitation of Federal Enforcement

Federal enforcement actions may occur independent of, or concurrently with, City enforcement.

SECTION 18-409. NON-RETROGRESSION

No facility that is compliant with ADA Standards shall be modified or altered in a manner that reduces accessibility below the requirements of federal law, except where expressly permitted by ADA regulations.

SECTION 18-410. SEVERABILITY

If any provision or part of this Ordinance is found to be unconstitutional or invalid, the remaining portions shall remain in full force and effect.

SECTION 18-411. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage, approval, and publication as required by law.

Passed and Approved this 13th day of April, 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: April 13, 2026
Board: Board of City Commissioners
Subject: ADA Complaint Policy and Procedures

ITEM TITLE: Discussion and possible action on Administrative Policy, 1.019.00; Americans with Disabilities Act (ADA) Complaint Policy and Procedures

INITIATOR: Economic Development Director

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: Through a routine program audit, it was noted the City needed to have an ADA Complaint procedure to be in compliance with the ODOT 5310 program, the funding arm for the senior van that serves the nutrition Center.

EXHIBITS: 1. ADA Complaint Procedure Policy.final

KEY ISSUES: Grant/Audit Compliance

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Administrative Policy, 1.019.00; ADA Complaint Policy and Procedures

CITY OF SALLISAW ADMINISTRATIVE POLICY		Policy Number:	1.019.00	Revision	1
		Effective Date	April 13, 2026		
Subject:	Americans with Disabilities Act (ADA) Complaint Policy and Procedures				
Department(s):	Economic Development & Grants				

Purpose

The purpose of this policy is to establish an ADA complaint policy and procedures as directed by a recent audit of the Oklahoma Department of Transportation 5310 program.

Background

Through a routine program audit, it was noted that the City needed to have an ADA Complaint procedure in place to be compliant with the ODOT 5310 program, the funding arm for the senior van that serves the nutrition Center.

I. Notice Under the Americans with Disabilities Act (ADA)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), City of Sallisaw will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

Employment: City of Sallisaw does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: City of Sallisaw will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Sallisaw programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Sallisaw will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in our offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of City of Sallisaw, should contact:

Coordinator:
Kim Jamison, City Clerk

Assistant Coordinator:
Lisa Gabbert, Deputy City Clerk

By Mail: P.O. Box 525; Sallisaw OK 74955
Physical Address: 115 E. Choctaw Ave.; Sallisaw, OK 74955
Phone: 918-775-6241

The ADA does not require the City of Sallisaw to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Sallisaw is not accessible to persons with disabilities should be directed to the Coordinator or Assistant Coordinator listed above.

City of Sallisaw will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

II. Procedure

A. Anyone who feels they have been discriminated against on the basis of disability by the City of Sallisaw in the provision of a City of Sallisaw program, service or activity has the right to file a complaint. Contact the City's ADA Coordinator or Assistant Coordinator. The City of Sallisaw will work with the individual to resolve the complaint on an informal level. If that is not possible, the individual may file a formal ADA grievance as per City of Sallisaw's ADA Complaint Procedure or file a complaint with the Department of Justice.

B. City of Sallisaw ADA Complaint Procedure is the mechanism by which individuals may file complaints of disability discrimination under the Americans with Disabilities Act of 1990. Formal ADA complaints can be submitted by email to cityofsallisaw@sallisawok.org; by mail to P.O. Box 525, Sallisaw, OK 74955, or in person at 115 E. Choctaw Ave., Sallisaw, OK 74955.

C. The complaint should be submitted by the grievant and/or their designee as soon as possible but no later than sixty (60) calendar days after the alleged violation

D. Within three (3) business days after receipt of the complaint, City of Sallisaw will acknowledge receipt of the complaint via email and initiate an investigation of the complaint.

E. The complainant may request a meeting by phone or online via digital meeting service, i.e. Teams, Zoom, etc. The Coordinator or the Assistant Coordinator may request additional information from the complainant and if requested will meet with the complainant by phone or online to discuss the complaint and the possible resolutions.

F. Within fifteen (15) business days after receiving the complaint, the Coordinator or Assistant Coordinator will respond in writing, and in a format accessible to the complainant. The response will explain the position of the City of Sallisaw and offer options for substantive resolution of the complaint.

G. If the response by the Coordinator or Assistant Coordinator does not satisfactorily resolve the issue the complainant may appeal the decision within 15 calendar days, after receiving the response, to the City Manager. Within fifteen (15) calendar days, after receipt of the appeal, the City Manager will meet with the complainant by phone or online to discuss the complaint and possible resolutions. Within Fifteen (15) calendar days, after the meeting, the City Manager will respond in writing, and in a format accessible to the complainant, with a final resolution of the complaint.

III. Complaint Tracking and Record Retention

A. The Coordinator and/or the Assistant Coordinator will be responsible for tracking all ADA complaints for the purpose of establishing trends in allegations of discrimination.

B. The Coordinator and/or the Assistant Coordinator will maintain a summary log of all ADA complaints. In addition, all written complaint documents and materials gathered during the investigation, appeals, and responses are maintained for at least five (5) years using the format below.

City of Sallisaw List of ADA Investigations, Lawsuits and Complaints

	Date Submitted/Filed (Month, Day Year)	Summary of allegation (include basis of complaint: race, color or national origin)	Status	Resolution/Action Taken
Investigations				
1				
2				
Lawsuits				
1				
2				
Complaints				
1				
2				

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:

April 13, 2026 (Original)

Annex A
Complaint Form

City of Sallisaw ADA Complementary Paratransit Complaint Form

The purpose of this form is to assist you in filing a complaint with City of Sallisaw. You are not required to use this form; a letter containing the same information will be sufficient.

For questions about Agency Americans with Disabilities Act (ADA) complaint procedures or complaint form contact the Coordinator or the Assistant Coordinator at (918) 775-6241 or at cityofsallisaw@sallisawok.org

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party:				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				

I believe the discrimination I experienced was based on (check all that apply):

- Race Color National Origin Age
 Disability Accessibility Issue Other (specify) _____

Date of Alleged Discrimination (Month, Day, Year): _____

Time of Day: _____

Location: _____

(Continued on next page)

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please attach additional pages.

Witness(es): YES NO

List Witness(es): *(Attach a separate sheet, if necessary)*

(1) Name:

Phone Number: ()

(2) Name:

Phone Number: ()

(3) Name:

Phone Number: ()

(4) Name:

Phone Number: ()

Section IV

Have you previously filed a Title VI complaint with this agency?	Yes	No
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Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

Federal Agency: _____

Federal Court _____ State Agency _____

State Court _____ Local Agency _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature _____ Date _____

Printed Name: _____

Please submit this form in person at the address below, or mail this form to: P.O. Box 525,
Sallisaw, OK 74955

Kim Jamison
115 E. Choctaw Ave.
Sallisaw, OK 74955

INTERNAL USE ONLY

To be completed by ADA Compliance Officer

Accepted for formal Investigation ____/____/____

Referred to another department on ____/____/____

Rejected ____/____/____

Reason for Rejection:

Kim Jamison, ADA Compliance Officer

Date

Utility Rate Information and Idea Exchange Forum



- **City Budgeting** — “the other chart” and the “walking penny”
- **Discuss “how/why we got here”?**
 - **Rate study**
 - **% increases already** — a look at the numbers and percentages
 - **% increases to come** — more numbers and what they look like to 3 households
- **Where do we go from “here”?**
 - **Options**
 - **Why some courses of action may not be options**
- **Idea Exchange and Discussion**
 - **Propose and Discuss Solutions**

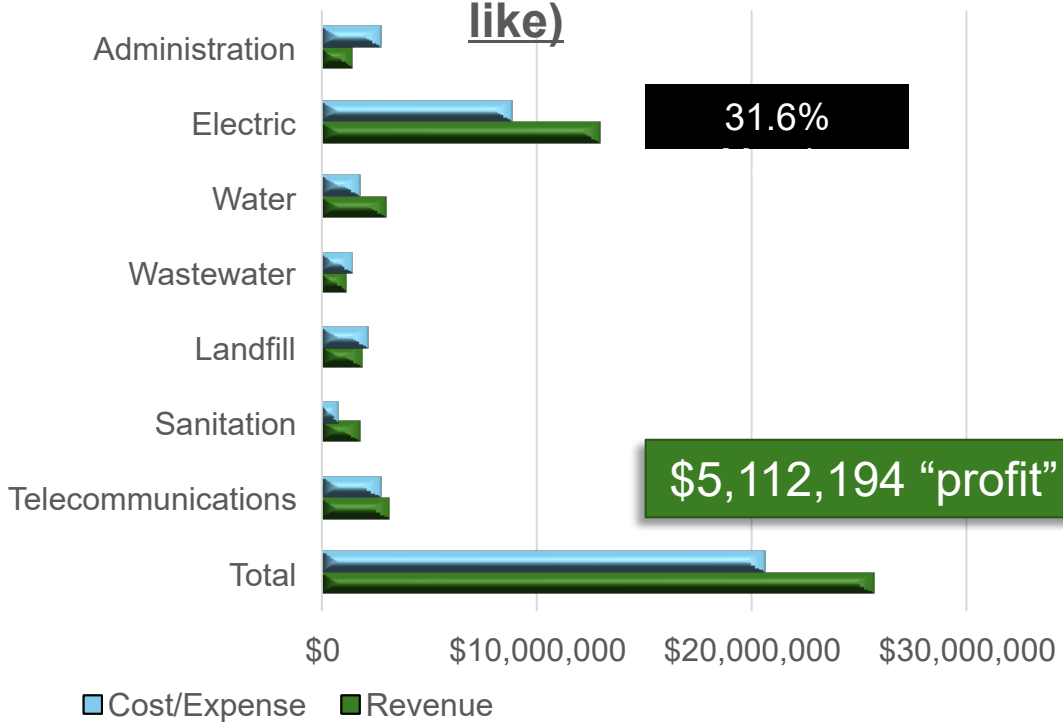
Thursday March 26th @ 6 PM

**City Council Chambers
113 Elm St**



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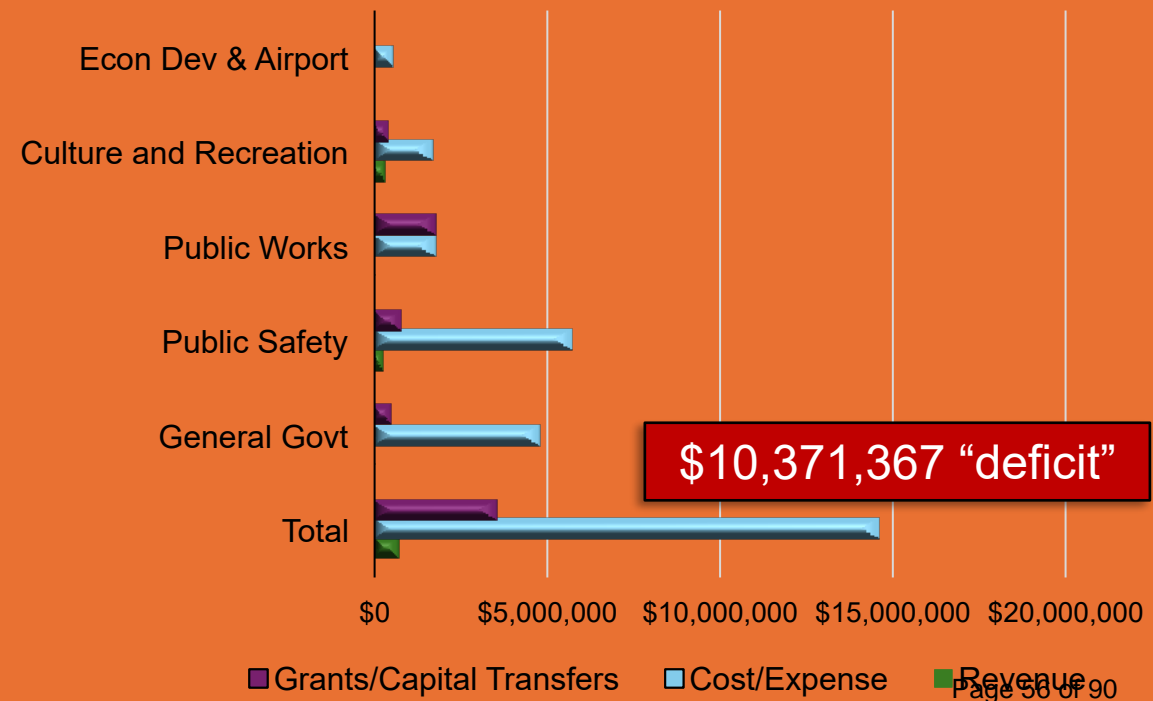
Business-Type Departments (SMA-like)



The "Other" Chart

Numbers from the FY2025 audit—expenses (+grants) vs revenues ONLY

Non-Business-Type Departments (Govt)





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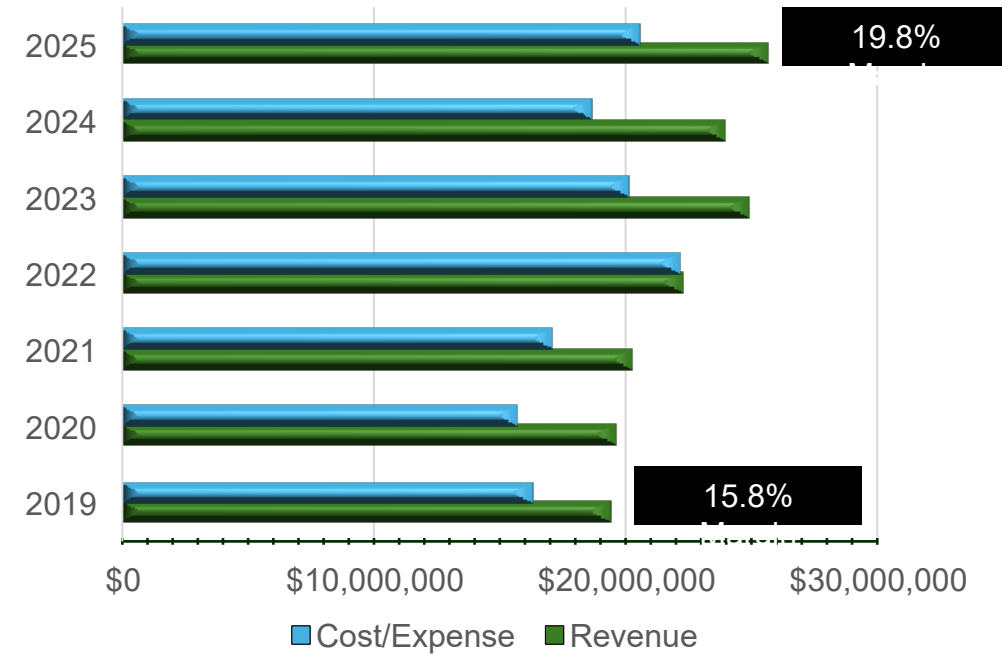
History of Revenue vs Cost

Numbers from the FY audits—expenses(+grants) vs revenues

Overall “revenue” rose 32% over 7 years
 Overall “expenses” rose 26% → the margin between the two has only grown by 4%

“Profit” went from \$3 million to \$5 million over those same 7 years

Business-Type ONLY Total



Governmental Total



Overall Govt “expenses” rose 65% and “revenues” fell 4.6% since 2019

- increased number of employees (133→154)
- increased salaries/benefits (\$8.9mil→\$13.1mil)
- increased expenses-number not only cost, ie Sports Complex, parks, contracts, vehicles, supplies, equipment, etc



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Sales and Use Tax, the Walking Penny

FLOW OF SALES TAX

Sales & Use Tax is collected by the OK Tax Commission (Contract between City and OTC)



City of Sallisaw General Fund



Sallisaw Municipal Authority



USE TAX 100% BACK TO GENERAL FUND



General Fund



SMA

1 cent SMA

1/2 Cent Series 2021 bonds

1/2 Cent Series 2022 bonds



Sallisaw Capital Improvement



SEA for Sallisaw/ Seq. County Hospital Authority

2025	2026*
2,048,245	2,067,647

2025	2026
2,048,245	2,067,647
1,024,122.50	1,033,823.50
1,024,122.50	1,033,823.50

2025	2026
1,024,122.50	1,033,823.50

2025	2026
1,024,122.50	1,033,823.50



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% Annual Increases

Cust Charge	15%	8%	4%	4%
Charge/kWh	-.4%	8%	4%	4%

SCHEDULE OF ELECTRIC RATES					
	Current	Effective Oct 2024	Effective Oct 2025	Effective Oct 2026	Effective Oct 2027
RP-1 Residential					
Customer Charge	\$ 14.94	\$ 17.18	\$ 18.56	\$ 19.30	\$ 20.07
Charge Per kWh	\$ 0.1038	\$ 0.1034	\$ 0.1116	\$ 0.1161	\$ 0.1207
PCA (Power Cost Adjustment)		Monthly calculation			
CP-1 Commercial					
Customer Charge	\$ 14.94	\$ 16.51	\$ 17.83	\$ 18.54	\$ 19.28
Charge Per kWh	\$ 0.1038	\$ 0.0987	\$ 0.1066	\$ 0.1109	\$ 0.1153
PCA (Power Cost Adjustment)		Monthly calculation			
CP-2 Commercial Demand					
Customer Charge	\$ 12.32	\$ 13.18	\$ 13.97	\$ 14.53	\$ 15.11
Charge Per kWh	\$ 0.0585	\$ 0.0466	\$ 0.0494	\$ 0.0514	\$ 0.0534
Demand Charge Per KW	\$ 15.46	\$ 15.77	\$ 16.08	\$ 16.41	\$ 16.73
PCA (Power Cost Adjustment)		Monthly calculation			
VCP-1 (Veterans Rate)					
Customer Charge	\$ 12.32	\$ 13.18	\$ 13.97	\$ 14.53	\$ 15.11
Charge Per kWh	\$ 0.0585	\$ 0.0391	\$ 0.0415	\$ 0.0432	\$ 0.0449
Demand Charge Per KW	\$ 15.46	\$ 12.55	\$ 13.17	\$ 13.83	\$ 14.53
PCA (Power Cost Adjustment)		Monthly calculation			
**VCP-1 demand for year 2027 is unknown and will change once announced by GRDA					
IP-1 (Industrial Rate)					
Customer Charge	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Charge Per kWh	\$ 0.0585	\$ 0.0414	\$ 0.0414	\$ 0.0414	\$ 0.0414
Demand Charge Per KW	\$ 15.46	\$ 12.55	\$ 13.17	\$ 13.83	\$ 14.53
PCA (Power Cost Adjustment)		Monthly calculation			

GRDA Changes

Cust Charge (\$100/yr)	\$600 20%	\$700 16%	\$800 14%	
Demand Charge (highest 30min/per kwh)	\$7.45 1%	\$8.08 8%	\$8.74 8%	

Equates to about a 5.5% increase in cost from 24-25 and a 3.4% increase in 25-26

% Annual Increases

Cust Charge	33%	19%	10%	5%
Charge/gallo	33%	23%	10%	5%

SCHEDULE OF WATER RATES					
	Current	Effective Oct 2024	Effective Oct 2025	Effective Oct 2026	Effective Oct 2027
Residential					
Per 1,000 Gallons					
Minimum Charge (1st 2,000 gal)	\$ 24.00	\$ 31.92	\$ 39.26	\$ 43.19	\$ 45.35
Usage Charge (2,001-3,000)	\$ 2.60	\$ 3.46	\$ 4.26	\$ 4.69	\$ 4.92
Usage Charge (3,001-4,000)	\$ 2.65	\$ 3.52	\$ 4.33	\$ 4.76	\$ 5.00
Usage Charge (4,001-6,000)	\$ 2.70	\$ 3.59	\$ 4.42	\$ 4.86	\$ 5.10
Usage Charge (6,001-12,000)	\$ 3.12	\$ 4.15	\$ 5.10	\$ 5.61	\$ 5.89
Usage Charge (12,001 & Above)	\$ 3.89	\$ 5.17	\$ 6.36	\$ 7.00	\$ 7.35
Commercial					
Minimum Charge (1st 2,000 gal)	\$ 26.50	\$ 35.25	\$ 43.36	\$ 47.70	\$ 50.09
Usage Charge (2,001-10,000)	\$ 3.10	\$ 4.12	\$ 5.07	\$ 5.58	\$ 5.86
Usage Charge (10,001-18,000)	\$ 3.66	\$ 4.87	\$ 5.99	\$ 6.59	\$ 6.92
Usage Chrg (18,001 & Above)	\$ 4.57	6.08	\$ 7.48	\$ 8.23	\$ 8.64
Rural Water					
By Contract					

% Annual Increases

Cust Charge	25%	22%	4%	4%
Charge/gallon	25%	22%	4%	4%

SCHEDULE OF WASTEWATER RATES					
	Current	Effective Oct 2024	Effective Oct 2025	Effective Oct 2026	Effective Oct 2027
Residential					
Per 1,000 Gallons					
Minimum Charge (1st 2,000 gal)	\$ 18.00	\$ 22.50	\$ 27.45	\$ 28.55	\$ 29.69
Usage Charge (2,001-3,000)	\$ 1.95	\$ 2.44	\$ 2.98	\$ 3.10	\$ 3.22
Usage Charge (3,001-4,000)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28
Usage Charge (4,001-5,000)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28
Usage Charge (5,001 & Above)	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.19	\$ 2.28
(Based on residential water usage for months of November through March, recalculated on July 1 of each year)					
Commercial					
Minimum Charge (1st 2,000 gal)	\$ 20.00	\$ 25.00	\$ 30.50	\$ 31.72	\$ 32.99
Usage Charge	\$ 2.75	\$ 3.44	\$ 4.20	\$ 4.37	\$ 4.54



S A L L I S A W

Scenario			Sallisaw				
			Jul-24	Oct-24	Oct-25	Oct-26	Oct-27
Address #1							
Family of 3	kwh	2000	\$222.54	\$223.98	\$241.76	\$251.50	\$261.47
		PCA (GRDA+10%)	\$73.81	\$49.85	\$58.41	\$56.30	\$55.55
	Wtr gal	3000	\$26.60	\$35.38	\$43.52	\$47.88	\$50.27
	Swr gal	3000	\$19.95	\$24.94	\$30.43	\$31.65	\$32.91
	Cart(s)	1	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00
		DEQ fee		\$0.25	\$0.25	\$0.25	\$0.25
Total			\$358.15	\$349.40	\$391.37	\$404.58	\$417.45
\$ Amount change Yr- Yr				-\$8.75	\$41.97	\$13.21	\$12.87
Comb \$ Amount Change					\$33.22	\$46.43	\$59.30
Address #2							
Family of 5	kwh	4000	\$430.14	\$430.78	\$464.96	\$483.70	\$502.87
		PCA (GRDA+10%)	\$147.62	\$99.70	\$116.82	\$112.60	\$111.10
	Wtr gal	5000	\$31.95	\$42.49	\$52.27	\$57.50	\$60.37
	Swr gal	5000	\$23.85	\$29.00	\$34.65	\$36.03	\$37.47
	Cart(s)	2	\$22.50	\$22.50	\$25.50	\$25.50	\$25.50
		DEQ fee		\$0.25	\$0.25	\$0.25	\$0.25
Total			\$656.31	\$624.72	\$694.45	\$715.58	\$737.56
\$ Amount change Yr- Yr				-\$31.59	\$69.73	\$21.13	\$21.98
Comb \$ Amount Change					\$38.14	\$59.27	\$81.25
Address #3							
2 adults (non-senior citizens)	kwh	800	\$97.98	\$99.90	\$107.84	\$112.18	\$116.63
		PCA (GRDA+10%)	\$29.52	\$19.94	\$23.36	\$22.52	\$22.22
	Wtr gal	2000	\$24.00	\$31.92	\$39.26	\$43.19	\$45.35
	Swr gal	2000	\$18.00	\$22.50	\$27.45	\$28.55	\$29.69
	Cart(s)	1	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00
		DEQ fee		\$0.25	\$0.25	\$0.25	\$0.25
Total			\$184.75	\$189.51	\$215.16	\$223.69	\$231.14
\$ Amount change Yr- Yr				\$4.76	\$25.65	\$8.53	\$7.45
Comb \$ Amount Change					\$30.41	\$38.94	\$46.39
GRDA PCA			\$0.03355	\$0.02266	\$0.02655	\$0.02559	\$0.02525

- PCA changes monthly
- Taxes are not included



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“Why Not?”

- Utility cost vs Quality/Quantity of Service
 - Have to balance desired quality vs price willing to pay
 - “The quality your price demands”
- How do we pay for current services by cutting rates?
 - Inflation has risen an average of 2.4% per year since 2023 (~6.7% total)—cost of providing the services have increased (not just people)
 - GRDA electricity costs have risen modestly (~7% since 2023)
- Franchise Fees vs Current Revenue
 - OG&E pays its customer communities ~3% (=~\$390k in 2025)
 - How do we “make up” lost revenue? (= ~\$3.7mil in 2025)
 - Numbers don’t include any penalties, court fees, etc involved in breaching the contract



IDEA TIME

To be considered a “good” idea, options/ plans must pass four “tests”

Is it Feasible—can we actually do it given time and resources

Is it Acceptable—is it worth it (risk vs reward, and legality)

Is it Suitable—does it solve the problem at hand

Is it Complete—does it account/address any 2nd/3rd order effects

Now, lets talk...

Keep it clean

Keep it respectful...or at least civil



Forum Outbrief

- **3-hour forum**
 - audit numbers vs budget
 - “the other chart”—why we do transfers
 - “the walking penny” (why the city has always operated with utility transfers)
 - rate study findings and actual increases—GRDA and Sallisaw
 - increase affects on sample households
 - Idea exchange/discussion
- **Several possible solutions proposed**
 - Education events
 - Senior(+ income threshold) Discounts—question of what threshold and discount should be
 - Solar policy—working through Stillwater’s policy; goal is late summer/early fall
 - Rate Study—timing; includes on-/off-peak pricing; outcome
 - Efficiency survey teams—checklist-level pilot program to gauge interest
 - New version of “equal pay”—Average Billing—pay average of previous 12months’ bill...running average that would even out the “peaks and valleys” while reducing the “risk” that the old equal pay had—question of “can the system do this”
- **Bottom Line:**
Some residents feel that in their situation they must decide between utilities, rent and medicine

Challenge is to find a sustainable solution(s) for as many people as possible that keeps the

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: Jana A. Walker, CPA, PLLC - Audit Engagement Letters

ITEM TITLE: Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2026 audit services and landfill calculations

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: Title 11, Section 17-105, Oklahoma State Statutes, requires the City of Sallisaw and its related entities to complete a yearly audit of its financial statements. Audit for the prior fiscal year must be completed and filed with the Oklahoma State Auditor's office within six months of the close of the fiscal year. The objective of the audit is for the Auditor to express an opinion on whether the City's financial statements are fairly presented and that they conform to generally accepted accounting procedures and regulations. Audit will be conducted in accordance with generally accepted auditing standards. The city will be subject to a Single Audit again this year, due to the amount of federal grant funds we have received.

Fee for Audit and Landfill Calculations \$42,000.00

Fee for Single Audit \$5,000.00

Assurance for Closure/Post Closure (Landfill) - Not to exceed \$3,000.00

EXHIBITS: 1. FY 2026 Audit Engagement Letter_Single Audit_Sallisaw
2. FY 2026 Landfill AUP_Sallisaw

KEY ISSUES:

- Required audit must be completed and filed within six months of the close of the fiscal year.
- Auditor will look at items such as customer accounts, revenues received, cash disbursements, check reconciliations, debt reconciliations, general ledger journal entries, and fixed asset inventory, Auditor will review agendas, minutes, and polices, as well as inspect any bid documents issued during the fiscal year.
- Auditor will report on internal control related to the financial statements and compliance with provisions of applicable laws, regulations, contracts, and grants.
- Auditor will report on grant programs, as required by OMG Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

FUNDING SOURCE: General Fund 010-801-55507

RECOMMENDATION: Approval of audit engagement letters allowing Jana A. Walker, CPA, PLLC, to complete Fiscal Year 2026 audit and landfill calculations

March 27, 2026

To City Council and Management
City of Sallisaw, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for City of Sallisaw, Oklahoma for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Sallisaw, Oklahoma as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement City of Sallisaw, Oklahoma’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Sallisaw, Oklahoma’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Net Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies City of Sallisaw, Oklahoma’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Financial Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that,

individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Management Override of Controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Sallisaw, Oklahoma's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Sallisaw, Oklahoma's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures

will be to express an opinion on City of Sallisaw, Oklahoma's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Jana A. Walker, CPA, PLLC does not host any of City of Sallisaw's information. Thomson Reuters Engagement Manager is used solely as a method of transferring data and is not intended to store City of Sallisaw, Oklahoma's information. Upon conclusion of the engagement, Jana A. Walker, CPA, PLLC will provide City of Sallisaw, Oklahoma with a copy of the deliverables and relevant data from the Thomson Reuters Engagement Manager relating to the engagement in a mutually agreed-upon format. If the engagement occurs over multiple years, this exchange will occur at least annually.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jana A. Walker, CPA, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oklahoma State Auditor & Inspector and Federal Audit Clearinghouse or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jana A. Walker, CPA, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor & Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jana Walker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately October 1, 2026.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,000 for the financial statement audit and \$5,000 for the Single Audit Procedures. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

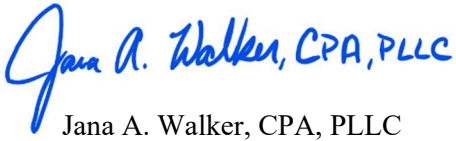
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council of City of Sallisaw, Oklahoma. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Sallisaw, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,


Jana A. Walker, CPA, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Sallisaw, Oklahoma.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

March 27, 2026

City of Sallisaw, Oklahoma

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for City of Sallisaw, Oklahoma.

We will apply the procedures described in the attachment to this letter to comply with requirements of financial assurance for closure and post-closure costs of a landfill. By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is complying with the requirements of financial assurance for closure and post-closure costs of a landfill. We understand this engagement is not required pursuant to law, regulation, or contract. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on requirements of financial assurance for closure and post-closure costs of a landfill. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures on approximately October 1, 2026.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to City of Sallisaw Oklahoma and State of Oklahoma Department of Environmental Quality. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is not expected to be restricted to the use of specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict requirements of financial assurance for closure and post-closure costs of a landfill, we will communicate such matters to you.

You are responsible for compliance with requirements of financial assurance for closure and post-closure costs of a landfill. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for requirements of financial assurance for closure and post-closure costs of a landfill in accordance with State of Oklahoma Department of Environmental Quality (DEQ).

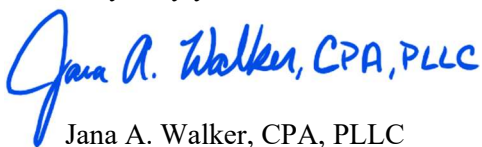
Jana A. Walker, CPA, PLLC is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We will bill you at our standard hourly rates not to exceed \$3,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,



Jana A. Walker, CPA, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Sallisaw, Oklahoma.

By:

Title:

Date:

AGREED UPON PROCEDURES

1. Verify the reasonableness of the City's estimated landfill closure and post-closure costs by inquiring of City officials.
2. Calculate certain required financial ratios as of June 30, 2026, by analysis of ratio components from the underlying financial statements and by re-performing mathematical calculations of the ratios.
3. Determine whether the City's basis financial statements, as of and for the year ended June 30, 2026, were prepared in conformity with accounting principles generally accepted in the United State of America by review the independent auditor's report on the City's basic financial statements for June 30, 2026.
4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying financial statements and making inquires of City personnel and bond trustees.
5. Determine whether the City operated at a deficit equal to five (5%) percent or more of total revenues in each of the past two fiscal years by examining the underlying operating and fund equity information in the City's basic financial statements for the fiscal years ended June 30, 2025 and 2026.
6. Determine whether the City received an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent auditor's report by examining the City's audited basic financial statements as of and for the year ended June 30, 2026.
7. Determine the total environmental obligations of the City do not exceed 43% of the City's total annual revenues for the year ended June 30, 2026, by obtaining necessary information from the underlying basic financial statements for the year ended June 30, 2026, and calculating the percentage using the total environmental obligations in item number one above.
8. Determine whether the current municipal finance test materials have been placed in the City's landfill operating records and ensure that a reference to the closure and post-closure costs assured through the financial tests will be included in the City's next audited financial statements.

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: RS Meacham CPAs and Advisors - Letter of Engagement

ITEM TITLE: Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: Changes to the Government Accountability Office (GAO) Yellow Book Standards require the city to prepare end-of-year financial statements, or contract with a consultant to prepare statements, for review by an independent auditor. Staff recommends we contract with RS Meacham to assist city staff in preparing end of year financial statements for our independent auditor. In addition, they will provide consulting services related to accounting and how we account for the various transactions of the city.

Fees for services for the year ending June 30, 2026, will not exceed \$25,000. Other services, or supplemental projects not included in the *scope of services* listed, will be provided at standard hourly rates ranging from \$50 to \$250 per hour.

EXHIBITS: 1. Sallisaw Consulting Eng Letter FY26

KEY ISSUES: Services provided under this agreement include:

- General accounting and work-paper preparation.
- Annual financial statement preparation.
- Annual financial statement audit coordination.
- General advisory assistance and technical support.

FUNDING SOURCE: General Fund 010-801-55507

RECOMMENDATION: Approval of Letter of Engagement with RS Meacham, CPAs.



801 Frisco, Clinton, OK 73601
580.323.1766 | 580.323.1768 fax

**Members of American
Institute of Certified
Public Accountants**

**Members of Oklahoma
Society of Certified
Public Accountants**

March 27, 2026

To the Honorable Mayor and City Commission
City of Sallisaw, Oklahoma

To the Board of Directors
Sallisaw Municipal Authority

We are pleased to have the opportunity to continue to serve the City of Sallisaw, OK (the "City"), along with its related entity the Sallisaw Municipal Authority, in the role of accounting consultant. We look forward to a continuation of our existing relationship by being an integral resource for the City and Commission regarding financial matters identified within this engagement letter. The purpose of this letter is to better meet your expectations of service from our Firm by clearly identifying the specific services and terms of our engagement.

Scope of Services

General Accounting and Workpaper Preparation

We will prepare the revenue and expense accruals for the year ended June 30, 2026. This work will include tax accruals, utility billing receivables, accounts payable, accrued interest payable, debt reconciliations, and payroll related accruals, including salary, vacation, and taxes payable, as well as GASB 68 related entries.

Annual Financial Statement Preparation

We will compile, from information you provide, financials in accordance with GASB 34 requirements for the City and the Sallisaw Municipal Authority (the "SMA") for the year ended June 30, 2026. We will draft the audit report in accordance with the requirements stated in GASB 34, including Management's Discussion and Analysis. Along with the GASB 34 financial report, we will prepare the audit workpapers and supporting schedules necessary for the external audit firm to complete the fiscal year 2026 audit.

Annual Financial Statement Audit Coordination

We will serve as the primary contact for the City during the external financial statement auditor in all matters related to financial statement presentation. We will also assist in resolving any dispute related to interpretation, entries, classification of funds and any other matter that the City staff request assistance.

General Advisory Assistance and Technical Support:

We will be available to provide assistance on and on-going basis as advisory or technical questions arise. We will be available for on-site visits at the request of City management.

The objective of the preparation and compilation portion of our engagement is to-

- prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you and
- apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America

City's Responsibilities

The City is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge and experience to oversee our financial statement preparation. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

RSMeacham's Responsibilities

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial statements and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America, and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. To ensure that the City complies with the laws and regulations applicable to its activities.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with-
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Company of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to obtain our permission to do so.

Fees for Service

Our fees for the services are identified above will not exceed \$25,000. Other services or supplemental projects not included in the scope of services listed will be provided at standard hourly rates ranging from \$50 to \$250 per hour. We will review any extra services you may require and submit to you a fee estimate before we incur any additional costs. Our invoices for these fees will be rendered each month and payable on presentation. Russ Meacham, CPA, is the engagement partner and is responsible for supervising the engagement.

The term of this engagement is for the fiscal year ended June 30, 2026.

The City agrees that RSMeacham CPAs & Advisors, its partners, and employees shall not be liable to the City for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the City to RSMeacham CPAs & Advisors for the services performed pursuant to this engagement.

We appreciate the opportunity to be of service to the City, and we look forward to a successful relationship with the City of Sallisaw. Please indicate the City's acceptance of this agreement by signing in the space provided below and returning it to us.

Sincerely,

A handwritten signature in black ink, appearing to be 'RSM' with a large flourish.

RSMeacham CPAs & Advisors

This letter correctly sets forth the understanding of the City of Sallisaw, OK.

By: _____

Title: _____

Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: Electric Pole Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 108511, issued to Techline, Inc. of Texas, in the amount of \$34,311.30 for the purchase of various sized electric poles

INITIATOR: Director - Electric

STAFF INFORMATION SOURCE: Director - Electric

BACKGROUND: Approval will allow for the purchase of various sized electric poles for replacement of stock.

EXHIBITS: 1. Techline Agenda Item - PO # 108511

KEY ISSUES:

FUNDING SOURCE: GL#010-601-53310 - Electric System

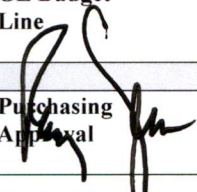
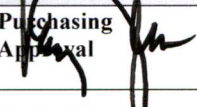
RECOMMENDATION: Approval of Purchase Order No. 108511 in the amount of \$34,311.30.

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 4/01/2026	Date of Quotation 3/31/2026	Date of Quotation 4/02/2026
Department Number: 601	Department Number: 601	Department Number: 601
Vendor Name / Number Techline ✓	Vendor Name / Number Wesco	Vendor Name / Number Bell
Address PO Box 674005 City Dallas State TX Zip 75267	Address 8201 POLE YARD City OKC State OK Zip 73149	Address 778 1 st Street NW City New Brighton State MN Zip 55112
Phone 512-833-5401	Phone 405-438-6382	Phone 651-633-4334
Item (s) 30',40',45' Poles	Item (s) 30',40',45' Poles	Item (s) 30',40',45' Poles
Quantity Assorted numbers per size	Quantity Assorted number per size	Quantity Assorted number per size
Price each * See Quote.	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 34311.30	Total Cost \$ 35995	Total Cost \$ 47574
Quote Expiration Date 30 Days	Quote Expiration Date 4/30/2026	Quote Expiration Date 5/14/2026
Quotes Obtained By: Steven Armstrong ✓	Quotes Obtained By: Steven Armstrong	Quotes Obtained By: Steven Armstrong
GL Budget Line 	GL Budget Line	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 108511 / 4/6/26	PO Number / Date: / /	PO Number / Date: / /

Explain if only one quotation supplied:

Quote approved: _____ Date: _____ Purchasing Agent, Finance Director or City Manager)



TECHLINE, Inc.

9609 Beck Circle ▪ Austin, Texas 78758-5401
 Phone: (512) 833-5410 ▪ Fax: (512) 833-5407

QUOTE

QUOTE DATE	ORDER NO.
04/01/26	7231503-00
P.O. NO.	PAGE #
Quote	1

CUST.#: 9844

SHIP TO:

CITY OF SALLISAW
 2710 N WHEELER AVE
 SALLISAW, OK 74955

Please remit all payments to:
 Techline, Inc.
 P.O. Box 674005
 Dallas, TX 75267-4005
 Phone: (512) 833-5401

BILL TO:

CITY OF SALLISAW
 PO BOX 525
 SALLISAW, OK 74955

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline Cleveland	BEST WAY
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	30CL4-PENTA PoTe, Wood, 30FT CL4 PENTA M20	25	25	EA	281.92	7048.00
2	40CL3-PENTA PoTe, Wood, 40FT CL3 PENTA M20	35	35	EA	519.34	18176.90
3	45CL3-PENTA PoTe, Wood, 45FT CL3 PENTA	15	15	EA	605.76	9086.40
3	Lines Total	Qty Shipped Total	75		Total Invoice Total	34311.30 34311.30

Last Page

City of Sallisaw Annex 3-31-26



8201 POLE ROAD
Oklahoma City, OK 73149

Phone: 405.438.6382
Fax: 405.632.0668

www.anixterpowersolutions.com

Quotation: U00798050.03

To: **CITY OF SALLISAW**
2600 NORTH WHEELER AVE
SALLISAW, OK 74955-0525

Issued Date: **Mar 31, 2026**
Expiration Date: **Apr 30, 2026**

Sales Contact: **Thomas Wilson**
(P)
(F)
thwilson@anixter.com

Attn:
Phone:
Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	30-4	30 FOOT CLASS 4 POLE DEL: 3 weeks	25	292.000	EA	7,300.00
2	40-3	POLE WOOD REA 40FT CLASS 3 DEL: 3 weeks	35	540.000	EA	18,900.00
3	45-3	POLE WOOD REA 45FT CLASS 3 DEL: 3 weeks	15	653.000	EA	9,795.00

SECTION TOTAL: \$35,995.00

QUOTE TOTAL: \$35,995.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



SINCE  1909

Bell Lumber & Pole Company
778 - 1st Street NW
New Brighton MN, 55112-0024
651-633-4334
www.blpole.com

City of Sallisaw
Blakley Smith
bsmith@sallisawok.org

Date: 02-Apr-2026
Reference:
Bell Quote: 168917

Southern Yellow Pine Poles per RUS Bulletin 1728F-700, pressure treated with DCOI per RUS Bulletin 1728F-700, Use Area 1. Bell Lumber & Pole inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
25	SYP	4/30	W1.1G	\$270.00	\$6,750.00
32	SYP	3/40	W1.1G	\$807.00	\$25,824.00
15	SYP	3/45	W1.1G	\$1,000.00	\$15,000.00

FOB: Self-Unloading Truck - Sallisaw OK

Total Quantity: 72 **Total Bid: \$47,574.00**

Shipment: Commencing 4 week(s) after receipt of order via self-unloading truck.

Terms: Net 30 Days

Freight and treating solution are subject to diesel surcharges at the time of shipment.

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on May 14, 2026 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

Dylan Guelzow, Inside Sales
Representative

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when required by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") will manufacture the utility poles to the specifications stipulated in this quote. In addition, utility poles are treated with a chemical preservative, to the extent assignable, Bell shall assign and pass through to Customer, the benefit of all rights & remedies, including warranties, acceptance rights, rights of return, and rights of recovery Bell may have with any other party from which it receives preservative with regard to defect, non-conformity, or any other condition that may exist or arise involving the chemical preservative (the "Warranty"). THE WARRANTY IS CUSTOMER'S SOLE RIGHT, UNDER WARRANTY UNDER THIS AGREEMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, EXPRESSED, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, AND OF ANY CLAIM OF NEGLIGENCE DESIGN OR MANUFACTURE. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.

AGENDA ITEM COMMENTARY

Meeting Date: April 13, 2026
Board: Board of City Commissioners
Subject: Building Pad

ITEM TITLE: Discussion and possible action on Purchase Order No. 108512, issued to Phillips Construction of Sallisaw, Oklahoma, in the amount of \$28,640.00, for the construction of a building pad at the Sallisaw Animal Care Facility

INITIATOR: Community Development
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: Approval allows for the construction of a pad for the donated building to be erected at the Sallisaw Animal Care Facility. The pad will provide a foundation for the slab to be poured before we go vertical.

EXHIBITS: 1. Phillips Excavation Agenda Item - PO # 108512

KEY ISSUES:

FUNDING SOURCE: GL #-030-205-57704 - Buildings Animal Welfare - \$200,000.00 budgeted.

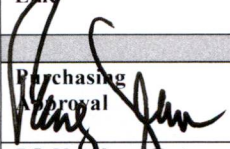
RECOMMENDATION: Approval of purchase order no. 108512 in the amount of \$28,640.00

CITY OF SALLISAW QUOTATION SHEET

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

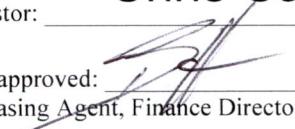
Cost equals \$5,000 or more, three quotations required

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation: 3/29/2026	Date of Quotation: 3/26/2026	Date of Quotation: N/A
Department Number: 205 Animal Shelter	Department Number: 205 Animal Shelter	Department Number:
Vendor Name / Number Phillips Excavation ✓	Vendor Name / Number RTTC Construction	Vendor Name / Number N/A
Address City Sallisaw State OK Zip 74955	Address 466924 E 1055 RD City Sallisaw State OK Zip 74955	Address City State Zip
Phone 918-776-5164	Phone 918-774-2464	Phone
Item (s) Building a pad for a building	Item (s) Building a pad for a building	Item (s)
Quantity 1	Quantity 1	Quantity
Price each \$28,640	Price each \$36,200	Price each
Est. Freight \$0	Est. Freight \$0	Est. Freight
Total Cost \$ \$28,640	Total Cost \$ \$36,200	Total Cost \$
Quote Expiration Date 4/30/2026	Quote Expiration Date 4/30/2026	Quote Expiration Date
Quotes Obtained By: Chris Carter ✓	Quotes Obtained By: Chris Carter	Quotes Obtained By:
GL Budget Line	GL Budget Line	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 108512 / 4/6/26	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

Requestor: Chris Carter Date: 3/30/2026)

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



466924 E 1055 Rd
 Sallisaw Ok, 74955
 918-774-2464

DATE: 3/26/2026
Quote

Customer
Name: City of Sallisaw
Address: 1590 Buddy Spencer Ave Sallisaw, Ok 74955
Phone #: 918-775-6241

DESCRIPTION	AMOUNT
Animal Shelter pad extension	
Grubbing and removing vegetation on East side of existing pad for expansion	\$1,500
180 loads of shale @ \$165 per load	29,700
40 hours with small dozer at \$125 per hr	\$5,000

TOTAL: \$ 36,200

Terms and Conditions

1. Prices will be adjusted if job is completed sooner than quoted.
2. Customer will be billed after job is completed.

IF YOU HAVE ANY QUESTIONS ABOUT THIS QUOTE PLEASE CONTACT

RANDALL CAPPS. 918-774-2464. rttcconstruction@yahoo.com

ADMINISTRATIVE REPORTS

Meeting Date:	April 13, 2026
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

May 11th-Next Board Meeting

Spruce Up Sallisaw '26--April 13-17

Diamond Daze 1-2MAY--all day on the 1st this year

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 have received a Consent Order for the WWTP for having too much Copper and Zinc above the allowed amount. We have busted those allowances once in the last year. The requirement is to conduct an Engineering Review to locate the source, recommend actions/methods to get us down to new standards and then suggest a timeline to accomplish the recommendations. This all has to be done by the 1st of November.

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 waiting on the National Parks Service. The bidding is open for the basin liner for the Water Treatment Plant.

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 on schedule to open Memorial Day weekend. We are training staff and taking applications for lifeguards. We are cleaning the pool and getting the chemical systems ready for summer.

Starting on the 21st, you will be able to reserve RV spots at Brushy, pavilions at parks, and other City facilities online through the City website.

Our rebrand of DiamondNet hit a snag as we evaluated our options and some capabilities that we were looking to offer. Due to some financial considerations, we have had to redo some work and scale back some offerings. We are looking at a July rollout now.

Spruce up Sallisaw is here 13-17 April. We are out and about working on drainage and cleanup tasks. The weather will dictate how much we can get done this spring.