

**BOARD OF CITY COMMISSIONERS  
REGULAR MEETING**

**June 8, 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. Conduct a public hearing for the purpose of receiving questions and/or comments on the proposed budget for Fiscal Year 2026-2027**
  - (a) Open Public Hearing
  - (b) Close Public Hearing
- 5. Discussion and possible action on Resolution 2026-06; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period of July 1, 2026 through June 30, 2027, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget***
- 6. Discussion and possible action on removal of any item from the consent agenda**
- 7. Consent agenda**

- (a) Possible action on minutes of regular meeting of May 11, 2026, and special meeting of May 19, 2026
- (b) Possible action on Invoice Paid Report for May 2026
- (c) Possible action on Agreement for Juvenile Court between the City of Sallisaw and the Oklahoma District Court serving Sequoyah County, a/k/a Sequoyah County District Court
- (d) Possible action on Agreement between the City of Sallisaw and Sallisaw Lumber Company
- (e) Possible action on Agreement Between the City of Sallisaw and Sallisaw Main Street
- (f) Possible action on Agreement between the City of Sallisaw and Sallisaw Chamber of Commerce
- (g) Possible action on Contract for Economic Development Services Between the City of Sallisaw and the Sallisaw Improvement Corporation
- (h) Possible action on Agreement for Funding Between the City of Sallisaw and the Boys and Girls Club of Sequoyah County
- (i) Possible action on renewal of Agreement with KI BOIS Community Action
- (j) Possible action on renewal of Lease Agreement Between Paul Gambill II and the City of Sallisaw for Lease of Airport Hangar
- (k) Possible action on renewal of Airport Hangar Lease Agreement between the City of Sallisaw and Mr. Chad Sheffield, and Mr. J. Brooks Coffee
- (l) Possible action on renewal of Agreement for Impoundment of Animals with the Town of Vian
- (m) Possible action on renewal of Lease with Agreement to Remove Lime Waste Between the City of Sallisaw and Honeycutt Backhoe and Dozer, LLC d/ba Nathan Honeycutt

- (n) Possible action on renewal of Agreement for Brushy Lake Camp Host Between the City of Sallisaw and Randy Jones
- (o) Possible action on renewal of Agreement to Provide Fixed Base Operator Services (FBO) at the Sallisaw Municipal Airport Between Thomas Hanning d/b/a T3 Aerosports, LLC and the City of Sallisaw
- (p) Possible action on Mayor's reappointment of Debbie Bartel as the City, County Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority; for a one (1) year term expiring June 2027
- (q) Possible Action on the Mayor's Reappointment of Bryan Warner as the City Representative to the Board of Trustees of the Sequoyah County-City of Sallisaw Hospital Authority, For a Four (4) Year Term Expiring June 2030
- (r) Possible action on Lease Agreement between DOC Services Inc. and the City of Sallisaw
- (s) Possible action on Memorandum of Understanding (MOU) between the Sallisaw NOW Coalition and the City of Sallisaw authorizing the City of Sallisaw to act as the fiscal agent
- (t) Possible action on 2nd year payment in the amount of \$31,325.13 to Axon Enterprises, Inc. of Scottsdale, Arizona, in accordance with Contract Agreement, for the purchase of tasers for the Police Department
- (u) Possible action on Agreement for Library Services, Facilities and Maintenance 2026-2027 between the Eastern Oklahoma Library System, with respect to the Stanley Tubbs Memorial Library, and the City of Sallisaw
- (v) Possible action on Resolutions for Lease Purchase Renewals; Resolution(s) 2026-07 through 2026-11
  - (1) One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck, SN: 3BPDL70X4LF105225 (Payoff 11/2026)
  - (2) Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103

North Wheeler  
(Payoff 11/2028)

- (3) One (1) 2024 Caterpillar 926 Wheel Loader SN: CAT00926LK8E00774 (PAYOFF 9/2027)
- (4) One (1) 2024 Freightliner M2 106 Side Load Automated Sanitation Truck, C&C SN: 3ALACYFE0RDUP2527; BODY SN: AU241000107562101 (Payoff 12/2028)
- (5) One (1) 2024 Freightliner M2 106 CAB & CHASSIS STREET SWEEPER C&C VIN: 3ALACXFC3SDWD6914 SWEEPER BODY VIN: 202505SNT684108 (PAYOFF 06/2029)

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

**9. Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw**

(a) Resolution 2026-12; *A Resolution Authorizing Execution of a Law Enforcement Mutual Aid Agreement For Voluntary Cooperation and Operational Assistance*

(b) Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance

**10. Discussion and possible action on Resolution 2026-13; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority***

**11. Discussion and possible action on FY 2026-2027 Oklahoma Municipal Assurance Group (OMAG) Invoice for renewal of Workers' Compensation Insurance in the Amount of \$319,674.00, paid quarterly, and Escrow Use Form**

**12. Discussion and possible action on Ordinance No. 2026-11; *An Ordinance Amending Chapter 22, Article V, of the Sallisaw Code of Ordinances by repealing***

*Section 22-139 of Chapter 22, Article V by adopting and enacting a new Section 22-139 of Chapter 22, Article V to the Sallisaw Code of Ordinances and declaring an emergency (itinerant vendor)*

- 13. Discussion and possible action on Purchase Order No. 109000, issued to RTTC Construction, LLC of Sallisaw, Oklahoma, in the amount of \$34,810.00 for demolition and removal of the buildings at 107 and 111 E. Choctaw Ave**
- 14. Discussion and possible action on Airport Lease Agreement Between Cody Stallings/Stalling Aircraft Propeller, LLC and the City of Sallisaw for lease of airport hangar**
- 15. Discussion and possible action on Resolution 2026-14; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions***
- 16. Discussion and possible action on City of Sallisaw Administrative Policy 1.006.00, Revision 3; Brushy Lake Park Campground and Lake Use**
- 17. Discussion and possible action on Agreement for Physician Medical Director for Sallisaw Fire Department between the City of Sallisaw and Tiger Physician Staffing, LLC DBA Heartland Medical Direction**
- 18. Discussion and possible action on Resolution No. 2026-15; *A Resolution Approving the Sallisaw Municipal Authority to Purchase Real Property for the Net Sum of \$130,000.00 and Declaring an Emergency***
- 19. Discussion and possible action on items related to the leasing of vehicles through Enterprise**
  - (a) Possible action on the Master Equity Lease Agreement between the City of Sallisaw and Enterprise FM Trust
  - (b) Possible action on Full Maintenance Agreement with Enterprise Fleet Management, Inc.
  - (c) Possible action on Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management, Inc.

- (d) Possible action on Amendment to Master Equity Lease Agreement with Enterprise FM Trust
  - (e) Possible action authorizing the City Manager to sign Credit Application and any future necessary documents, specific to this FY's leases.
- 20. Discussion and possible action on City of Sallisaw Administrative Policy 1.003.00, Revision 3; Job Evaluation and Salary Administration**
  - 21. Discussion and possible action on Purchase Order No. 109030, issued to Spatco Energy Solutions of Ft Smith, Arkansas, in the amount of \$51,521.65 for the fuel tank replacement project**
  - 22. Discussion and possible action on Construction Contract Change Order in the amount of \$5,684.00 on the JSV Runway Rehab Project; Emery Sapp & Sons, Inc.**
  - 23. Discussion and possible action to convene in Executive Session for the purpose of discussing negotiations between the Fraternal Order of Police Lodge #148, as Authorized by Title 25 O.S., § 307(B)(2)**
  - 24. Possible action to reconvene to Regular Session**
  - 25. Possible action or direction pursuant to Executive Session concerning negotiations between the Fraternal Order of Police Lodge #148 and the City of Sallisaw**
  - 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. Possible action on acceptance of resignation of Ward 3 Commissioner, Julian Mendiola; and discussion and possible direction on procedure for filling the unexpired term**
  - 30. Adjourn**

**Posted:** June 4, 2026

**Time:** **3:50 P.M.**

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**KIM JAMISON**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of City Commissioners of the City of Sallisaw, Oklahoma, will hold a public hearing during their regular meeting on June 08, 2026, beginning at 6:00 p.m. at the Council Chambers, located at 113 North Elm, Sallisaw, Oklahoma, for the purpose of receiving any comments, recommendations, or information in either oral or written form on any part of the proposed budget for Fiscal Year 2027. The budget summary shows the estimated revenue and proposed appropriations.

**Revenue**

**Governmental Funds**

010. GENERAL FUND 10	\$31,910,397
030. CAPITAL IMPROVEMENT FUND 30	\$3,437,481
092. INFRASTRUCTURE IMPROVE FUND 92	\$2,023,604
<b>Sub-Total Governmental Funds</b>	<b>\$37,371,482</b>

**Governmental-Special Revenue Funds**

015. SALLISAW RESERVE FUND	\$1,263,633
020. STREET & ALLEY FUND 20	\$231,239
021. YOUTH & RECREATION FUND	\$1,411,507
022. FIRE DEPARTMENT FUND	\$269,920
023. POLICE DEPARTMENT FUND	\$59,823
025. POLICE TECHNOLOGY FUND	\$52,505
051. LIBRARY TRUST AUTHORITY (51)	\$78,701
070. CEMETERY FUND 70	\$471,599
093. POLICE DRUG FUND	\$55,695
110. FR CARA GRANT YRS 2019-2023	\$500,000
118. FAA FUNDING	\$1,145,000

<b>Sub-Total Special Revenue Funds</b>	<b>\$5,539,622</b>
<b>Total Governmental Funds Revenue</b>	<b>\$42,911,104</b>

**Proprietary Funds**

090. SALLISAW MUNICIPAL AUTH 90	\$43,172,778
096. SALLISAW ECONOMIC AUTHORITY	\$2,006,288
<b>Total Proprietary Funds Revenue</b>	<b>\$45,179,066</b>

**Fiduciary Funds**

060. METER FUND 60	\$193,161
<b>Total Fiduciary Funds Revenue</b>	<b>\$193,161</b>
<b>Total Revenue</b>	<b>\$88,283,331</b>

**Appropriations & Transfers**

010. GENERAL FUND	\$22,291,397
030. CAPITAL IMPROVEMENT FUND	\$3,437,481
092. INFRASTRUCTURE IMPROVEMENT FUND	\$2,023,604
<b>Sub-Total Governmental Funds</b>	<b>27,752,482</b>

**Governmental-Special Revenue Funds**

015. SALLISAW RESERVE FUND	\$1,263,633
020. STREET & ALLEY FUND 20	\$231,239
021. YOUTH & RECREATION FUND	\$1,411,507
022. FIRE DEPARTMENT FUND	\$269,920
023. POLICE DEPARTMENT FUND	\$59,823
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110. FR CARA GRANT YRS 2019-2023	\$500,000
118. FAA FUNDING	\$1,145,000

<b>Sub-Total Special Revenue Funds</b>	<b>\$5,539,622</b>
<b>Total Governmental Funds Appropriations</b>	<b>\$33,292,104</b>

**Proprietary Funds**

090. Sallisaw Municipal Authority	\$23,916,528
096. SALLISAW ECONOMIC AUTHORITY	\$2,006,288
<b>Total Proprietary Funds</b>	<b>\$25,922,816</b>

**Fiduciary Funds**

060. METER FUND 60	\$193,161
<b>Total Fiduciary Funds Revenue</b>	<b>\$193,161</b>

**Transfers Out From General Fund**

010-950-58802. TRANSFER SALES & USE TAX	\$9,100,000
010-950-58805. GRANT MATCH	\$245,000
010-950-58806. TRANSF TO YOUTH & REC FUND	\$124,000
010-950-59901. CHAMBER OF COMMERCE	\$50,000
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$40,000
010-950-59903. SALLISAW MAIN STREET	\$20,000
010-950-59904. KIBOIS AREA TRANSIT	\$40,000
<b>Total Transfers from General Fund</b>	<b>\$9,619,000</b>

**Transfers Out From Sallisaw Municipal Authority**

090-400-58802. TRAN TO G.F. SALES TAX	\$2,037,500
090-400-58803. TRANS TO C.I. SALES TAX	\$1,018,750
090-400-58830. TRANSFER TO GEN FUND	\$16,200,000
<b>Total Transfers from Sallisaw Municipal Authority</b>	<b>\$19,256,250</b>

<b>Total Transfers All Funds</b>	<b>\$28,875,250</b>
<b>Total Appropriations &amp; Transfers</b>	<b>\$88,283,331</b>

CITY OF SALLISAW, OKLAHOMA

By: Marley Abell /s/  
Marley Abell, Mayor

ATTEST:

Kim Jamison /s/  
Kim Jamison, City Clerk

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:**

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**ITEM TITLE:** Open Public Hearing

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Ladies and Gentlemen, we will open the public hearing portion of this item. Please limit your comments to budgetary items and remain civil. Each individual that signed up prior to the meeting will have a single two-minute session to provide your input. These sessions are not "transferable" to others. We will limit public comment to 40 total minutes to keep the overall meeting to a manageable and productive length. As always, more lengthy comments or input can be given to your Ward Commissioner and/or the Mayor prior to any meeting.

**EXHIBITS:**

**KEY ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDATION:**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** FY 2027 Budget

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**ITEM TITLE:** Discussion and possible action on Resolution 2026-06; *A Resolution Approving and Adopting the Budget for the City of Sallisaw, Oklahoma, for the Period of July 1, 2026 through June 30, 2027, Finding All Things Requisite and Necessary Have Been Done in Preparation and Presentment of Said Budget*

**INITIATOR:** Director of Finance

**STAFF INFORMATION SOURCE:** Director of Finance

**BACKGROUND:** If approved, the proposed budget resolution will formally adopt the FY 2027 budget.

**EXHIBITS:** 1. RESOLUTION FY 27 BUDGET-Final

**KEY ISSUES:**

- The Board of City Commissioners must adopt the budget at least 7 days prior to the beginning of the new fiscal year.

**FUNDING SOURCE:** FY 2027 Budget

**RECOMMENDATION:** Approval of Resolution 2026-06; adopting the FY 27 budget.



<b>Sub-Total Special Revenue Funds</b>	5,539,622	
<b>Total Governmental Funds Revenue</b>		42,911,104
 <b>Proprietary Funds</b>		
090. SALLISAW MUNICIPAL AUTH 90	43,172,778	
096. SALLISAW ECONOMIC AUTHORITY	2,006,288	
<b>Total Proprietary Funds Revenue</b>		45,179,066
 <b>Fiduciary Funds</b>		
060. METER FUND 60	193,161	
<b>Total Fiduciary Funds Revenue</b>		193,161
		88,283,331

**Appropriations & Transfers**

010. GENERAL FUND	\$ 22,291,397
030. CAPITAL IMPROVEMENT FUND	\$ 3,437,481
092. INFRASTRUCTURE IMPROVEMENT FUND	\$ 2,023,604
<b>Sub-Total Governmental Funds</b>	\$ 27,752,482

**Governmental-Special Revenue Funds**

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070. CEMETERY FUND 70	\$ 471,599
093. POLICE DRUG FUND	\$ 55,695
110. FR CARA GRANT YRS 2019-2023	\$ 500,000
118. FAA FUNDING	\$ 1,145,000

<b>Sub-Total Special Revenue Funds</b>	\$ 5,539,622	
<b>Total Governmental Funds Appropriations</b>		\$ 33,292,104

**Proprietary Funds**

090. Sallisaw Municipal Authority	\$ 23,916,528
096. SALLISAW ECONOMIC AUTHORITY	\$ 2,006,288

	<b>Total Proprietary Funds</b>	\$ 25,922,816
 <b>Fiduciary Funds</b>		
060. METER FUND 60	\$ 193,161	
	<b>Total Fiduciary Funds</b>	\$ 193,161
 <b>Transfers Out From General Fund</b>		
010-950-58802. TRANSFER SALES & USE TAX	\$ 9,100,000	
010-950-58805. GRANT MATCH	\$ 245,000	
010-950-58806. TRANSF TO YOUTH & REC FUND	\$ 124,000	
010-950-59901. CHAMBER OF COMMERCE	\$ 50,000	
010-950-59902. SALLISAW IMPROVEMENT CORP-SIC	\$ 40,000	
010-950-59903. SALLISAW MAIN STREET	\$ 20,000	
010-950-59904. KIBOIS AREA TRANSIT	\$ 40,000	
	<b>Total Transfers from General Fund</b>	\$ 9,619,000
 <b>Transfers Out From Sallisaw Municipal Authority</b>		
090-400-58802. TRAN TO G.F. SALES TAX	\$ 2,037,500	
090-400-58803. TRANS TO C.I. SALES TAX	\$ 1,018,750	
090-400-58830. TRANSFER TO GEN FUND	\$ 16,200,000	
	<b>Total Transfers from Sallisaw Municipal Authority</b>	\$ 19,256,250
	<b>Total Transfers All Funds</b>	\$ 28,875,250
	<b>Total Appropriations &amp; Transfers</b>	\$ 88,283,331

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

- A.** That the budget for the City of Sallisaw, Oklahoma, now before the said Board of City Commissioners for consideration, as herein above summarized and a complete copy of which is on file with the City Clerk, is hereby adopted as the budget for the said City of Sallisaw, Oklahoma, for the period of July 1, 2026, through June 30, 2027.
- B.** That the Finance Director, with the approval of the City Manager, may make transfers between departments and accounts within a fund as needed during the fiscal year. Any additional appropriations, or changes to the total adopted budget of individual funds must be approved by the Board of City Commissioners prior to implementation.

**BE IT FURTHER RESOLVED,** that the said Board of City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter or Statute.

**Passed and approved this 8<sup>th</sup> day of JUNE, 2026**

**CITY OF SALLISAW, OKLAHOMA**

**By:** \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

**(SEAL)**

**MINUTES**  
**BOARD OF CITY COMMISSIONERS**  
**REGULAR MEETING**  
**MAY 11, 2026**

The Board of City Commissioners met in a regular meeting on May 11, 2026, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on May 7, 2026, at 5:30 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell, Kenny Moody, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 3 Member, Ward 4
Members absent:	Josh Bailey,	Member, Ward 2
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Whitekiller, Keith Miller, Ben Spyres, Chris Carter, Clint Smith, Travis Buchanan, Gene Martin, Joe Lufkin, Caleb Dotson, John Owens,	City Manager City Attorney City Clerk Director of Finance Community Development Director Computer Technician Senior Code Inspector IT Manager Grants Specialist Director - Equipment Services Patrolman Patrolman Police Chief

Others present: Lynn Adams; Janice Rainey; Kathy Rolston; Chad Mayes; Lawrence Johnson Jr.; Lawrence Johnson Sr.; Janet Rittenberry; Philip Gay; Pamela Gay; Shawn Mannon; Lisa Mannon; Tom Watson; Deb Watson; Davey G. Ray, Sr.; Steve Carter; Angela Powell; Stephen Thompson; Brenda Rudewick; Jason Frank; Destiny Gourd; Kathie Sparks; Julie Becker; Brian Becker; Sherry Cheek; Robin Harris; Janne Moore; Vince Edwards; Joe Gindhart; Wynema Gindhart; Sarah Hardin; Monic Herring; Others Unidentified.

**1. Meeting called to order**

Mayor Abell called the meeting to order. The meeting began at 6:02 p.m.

**2. Declaration of a quorum**

A quorum was declared present.

**3. Pledge of Allegiance**

The City Manager led the Pledge of Allegiance.

**4. Discussion and possible action on Ordinance 2026-09; *An Ordinance Adopting An Employee Retirement System, Defined Contribution Plan For City Manager For The City Of Sallisaw, Oklahoma; Providing Retirement Benefits For Eligible Employees Of The City Of Sallisaw, Oklahoma; Providing For Purpose And Organization; Providing For Definitions; Providing For Eligibility And Participation; Providing For Employer And Employee Contributions; Providing For Accounting, Allocation, And Valuation; Providing Benefits; Providing For Required Notice; Providing For Amendments And Termination; Providing For Transfer To And From Other Plans; Creating A Committee And Providing For Powers, Duties, And Rights Of Committee; Providing For Payment Of Certain Obligations; Providing For Duration And Payment Of Expenses; Providing For Effective Date; Providing For Vesting Schedules; Providing For A Fund To Finance The System To Be Pooled With Other Incorporated Cities, Towns And Their Agencies And Instrumentalities For Purposes Of Administration, Management, And Investment As Part Of The Oklahoma Municipal Retirement Fund; Providing For Payment Of All Contributions Under The System To The Oklahoma Municipal Retirement Fund For Management And Investment; Providing For Non-Alienation Of Benefits; Adopting Those Amendments Mandated By The Internal Revenue Code; Providing For Repealer And Severability***

Motion was made by Moody, seconded by Hamilton, for approval of Ordinance 2026-09.  
Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 5-0.

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

None.

**6. Consent agenda**

- a **Possible action on minutes of regular meeting of April 13, 2026**
  
- b **Possible action on Invoice Paid Report for April 2026**
  
- c **Possible action on City Manager Contract for a three (3) year period from July 1, 2026, to June 30, 2029**

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

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

None.

**8. Discussion and possible action on Resolution 2026-05; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements***

Motion was made by Moody, seconded by Hamilton, for approval of Resolution 2026-05.  
Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

**9. Discussion and possible action on Purchase Order No. 108788, issued to Cullum Equipment Services, Inc. of Sallisaw, Oklahoma, in the amount of \$70,000.00 for the demolition and clean-up of the buildings at 111 N. Elm (old council chambers, civic center, former city hall/police dept offices)**

Motion was made by Mendiola, seconded by Moody, for approval of Purchase Order No. 108788 in the amount of \$70,000.00 issued to Cullum Equipment Services, as long as their bid includes removal of the concrete pad. Vote: Mendiola aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0.

**10. Discussion and possible action on Purchase Order No. 108797, issued to Motorola Solutions, in the amount of \$63,500.75 for the 2nd year payment for the multiple in-car camera systems and body-worn cameras for the Police Department**

Motion was made by Mendiola, seconded by Moody, for approval of Purchase Order No. 108797. Vote: Mendiola aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0.

**11. Discussion and possible action on Planning Commission Case No.PC2026-003; plat presentation of Jedic Estates by Rich Looper Construction, LLC**

Motion was made by Moody, seconded by Mendiola, for approval of Planning Commission Case No. PC2026-003, Plat of Jedic Estates. Vote: Moody aye; Mendiola aye; Hamilton aye; Abell aye. Motion carried 4-0.

**12. Discussion and possible action on Planning Commission Case No. PC2026-004; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Rich Looper Construction, LLC, and Ordinance 2026-10; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency***

Motion was made by Mendiola, seconded by Hamilton, for approval of Planning Commission Case No. PC2026-004 and Ordinance 2026-10. Vote: Mendiola aye; Hamilton aye; Moody aye; Abell aye. Motion carried 4-0. Motion was made by Mendiola, seconded by Hamilton, for approval of emergency clause. Vote: Mendiola aye; Hamilton aye; Moody aye; Abell aye. Motion carried 4-0.

**13. Discussion and possible action on Administrative Policy No. 1.020.00, Open Records Act Policy**

Motion was made by Moody, seconded by Hamilton, for approval of Administrative Policy No. 1.020.00, Open Records Act Policy. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

**14. Receive update on current and future projects**

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

**15. 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.

**16. Administrative reports**

The City Manager reported updates on several ongoing projects and programs. Final approval is still pending from the National Park Service before the soccer field project can be bid, though funding and bid documents are complete. Work on the wastewater treatment basin liner project is expected to begin within 30 days, with preliminary work already underway. Sidewalk projects funded through TSET and TAP grants have been delayed pending future state funding decisions.

The City Manager also reported the municipal pool remains on schedule to open Memorial Day weekend, with staff training and seasonal preparations in progress. Online reservations are now available for RV sites at Brushy Lake, park pavilions, and other City facilities. An update was provided on the City’s rebranded Diamond broadband service, which is scheduled for rollout June 1 with increased speeds and no increase to current rates.

Discussion followed regarding strong occupancy rates at Brushy Lake and lifeguard staffing for the pool season. Staff reported sufficient lifeguard applications have been received to begin operations. Council also discussed season pool passes and possible online purchasing availability.

For informational purposes only.

**17. Adjourn**

Motion was made by Moody, seconded Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0. The meeting ended at 6:26 p.m.

**Approved this 8th day of June, 2026.**

\_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

**[SEAL]**

MINUTES  
BOARD OF CITY COMMISSIONERS  
SPECIAL MEETING  
MAY 19, 2026

The Board of City Commissioners, in conjunction with The Sallisaw Municipal Authority, met in a special meeting on May 19, 2026, in the Council Chambers, 113 N. Elm St, Sallisaw. Notice of the meeting was given by e-mailing to Sequoyah County Times; by e-mailing to KXXM; by posting at City Hall on May 14, 2026, at 3:30 P.M.; by posting on the City’s websites; and, by giving notice to the City Clerk.

Members Present:            Marley Abell,            Mayor  
                                      Kenny Moody,            Member, Ward 1 (arrived at 9:50 a.m.)  
                                      Josh Bailey,            Member, Ward 2  
                                      Brad Hamilton,        Member, Ward 4

Members Absent:            Julian Mendiola,        Member, Ward 3

Staff Present:              Brian Heverly,            City Manager  
                                      Jordan Pace,            City Attorney  
                                      Kim Jamison,            City Clerk  
                                      Robin Whitekiller,      Finance Director  
                                      Kayle Griffin,            Chief Accountant  
                                      Micki Kimble,            Director – Prevention Services  
                                      John Owens,            Police Chief  
                                      John Weber,            Captain - Police  
                                      Jarod Vinson,            Director – WTP  
                                      George Bormann,        Economic Development Director  
                                      Miranda Parks,        Sr. Customer Service Supervisor  
                                      Gene Martin,            Director – Equipment Services  
                                      Drew Fullbright,        Fire Chief  
                                      D.J. Burgess,            Foreman, WWTP  
                                      Herb Hutchinson,      Captain – Police  
                                      Les Walters,            Director – Parks  
                                      Blakely Smith,        Director – Electric  
                                      Steven Armstrong,      Crew Leader – Electric  
                                      Doug Martin,            Senior Network Technician  
                                      Bryan Hyler,            Director – Street  
                                      Matt Morris,            Director – Water/Sewer  
                                      Jamie Phillips,        Director – Solid Waste  
                                      Christian Sizemore,    Network Technician  
                                      Jacob Acker,            Computer Technician  
                                      Keith Miller,            Community Development Director  
                                      Jessican Del Carpio,    Director – Business Support

Others Present:            Lynn Adams; John Holland.

## **Meeting Called to Order**

Mayor Abell called the meeting to order. The meeting began at 9:00 A.M.

## **Declaration of a quorum**

A quorum was declared present.

## **Pledge of Allegiance**

The City Manager led everyone in the Pledge of Allegiance.

## **Presentation and Review of Proposed FY 2027 Budget**

The City Manager welcomed everyone noting that we were here to review the city's budget in preparation for FY 27. Advising that the documents they see are drafts and are working documents. The final will be what is approved in June. Mission statement remains the same. He reviewed the budget topics for discussion. And the budget requirements in accordance with the Oklahoma Municipal Budget Act. He reviewed events, projects and purchases over the past year. Noting which were complete or almost complete. He then turned it over to the Finance Director to go over the budget pieces.

She began by thanking her staff for all their hard work during the process. She then presented an in-dept overview of the preliminary budget for FY 2027. The key elements that will make up the FY 2027 budget include: anticipated revenues and planned appropriations, purchases in the capital improvement fund, including the soccer fields, a skateboard park, continuing the landfill expansion process, lift station rehab, employee salaries and benefits, animal shelter expansion, airport fuel farm design, the radar system upgrade for Elm and Cherokee. Also included is the Maple, Pinto, Badger Water Loop, if you all decide leave. As well as the booster pump replacement and upgrades for Richland Estates. The general fund is made up of taxes; gross receipts taxes; permits and licenses; municipal court fines; transfer from SMA and balance forwards. The general fund expenses include salaries and benefits; insurances; operating supplies; maintenance; sports complex/brushy park; transfers out (sales and use tax); funding for non-profit organizations. The SMA revenues are taxes from general funds; utility revenues; penalties; connection/reconnect fees; balance forward amounts. SMA expenses include transfers out; purchased power cost; telecommunication programming; engineering fees; debt service. Across all funds the major revenue sources include electric service (37.32%); sales tax (22.76%); telecommunications (5.39%); water and sewer (11.87%); landfill and sanitation (10.94%). The major expenses across all funds are purchased power cost (20.67%); salaries and benefits (38.34%); daily operations (21.79%); capital projects and purchases (6.41%); telecommunications services and fees (4.05%); debt service (8.75%). The sales tax, use tax, hotel/motel tax were reviewed noting that the sales tax is stable and the use tax as well as the hotel motel tax are under what was anticipated.

The general fund estimated revenue is \$31.9 million. After meeting the transfer requirements, the general fund can only produce 3.5 million on its own. The non-proprietary departments' budgets show an increase of \$427,000.00, most of that increase is for salaries and benefits. The proprietary departments' budgets show

an increase of 2%, again most of that increase is related to salaries and benefits. \$500,000.00 was budgeted for contingency and \$530,000.00 for salary and benefit adjustments. Also, \$200,000.00 is included in contingency for health insurance increases, as the final numbers were not received prior to finalizing the draft budget. The general fund transfers and contributions were reviewed. Total contingency, sundry, and transfers out total \$10.9 million, which is an increase of \$538,000.00. Personnel structure was discussed. We are starting off with 153 full-time positions budgeted. There was an increase of \$24,000.00 for salaries and benefits. This is a bit skewed due to an additional pay period for FY 26 (once every eleven years there is an additional pay period). Two positions were funded, one in fleet (if enterprise is not utilized) and one for water/sewer. \$13.26 million is budgeted for salaries and benefits, excluding COLA and additional employees, and pay adjustments. \$146,000.00 for current longevity plan. The budget for health insurance is \$1.9 million. Retirement numbers as well as insurance premiums were reviewed.

10:03 A.M. – 10:18 A.M. Break.

Capital Improvement Fund. This fund is used for items with a cost greater than \$5,000 and a useful life greater than 2 years. For the new Fiscal Year, the Capital Improvement Fund budget is \$3,412,481.00 before any final adjustments. Expenses for the new year include \$1.8 million in new requests that were funded, the ongoing lease purchases; contingency/reserve; future PD construction. No new lease purchases were included in the budget.

Infrastructure Improvement Fund. Total budget is \$2 million. Trying to grow Fund so that future needs can be met.

Current/future capital needs/projects were discussed. Included were landfill expansion, equipment needs, drainage study, expansion of the animal shelter; sewer and water line upgrades, other infrastructure.

Sallisaw Municipal Authority FY 27 budget is \$43,272,778. Key revenue elements of the SMA budget are sales and use tax from the general fund (\$9.1M); telecommunications revenue (\$1.9M); landfill/sanitation revenue (\$3.9M); electric services revenue (\$13.3M), water/sewer revenue (\$4.2M); and estimated balance forward (\$7.9M). A decrease of \$1.2 million (2,83%). Key appropriations are transfers, \$500K to Infrastructure, \$500K to capital improvement, \$16.2 million to general fund; purchase power cost \$7.15M; debt service payments \$3.3M; telecommunication obligations and fees \$577K; contingency \$500K; operating reserves \$4.3M. Transfers of sales and use tax total \$5M. SMA debt payments total \$3,376,012.

The Chief Accountant reviewed all special revenue and grant funds, how they operated and any goals.

The Finance Director gave a summary of the primary funds.

10:44 A.M. – 10:51 A.M. Break.

**Conduct Planning Session to Discuss Various City Operations, Policies, Programs, and Services, and Possible and /or Provide Direction to Staff**

The City Manager opened the discussions with the Enterprise proposal. Which is a five-year pilot program with the concept of transitioning the “white fleet” to lease vehicles on “open leases”. The goal would be to

reduce overall cost of ownership; reduce mechanic time on white fleet vehicles. 5 vehicles every year on 5-year leases. The program could be ended at any time. Mr. John Holland with Enterprise gave an in-depth overview of the program and answered any questions. It was the consensus of the board to give the program a try.

The City Manager gave a history of the SMA. The SMA was formed in 1988 to manage utilities and provide funding for city operations, facilities, and projects. He then presented a chart showing the electric usage and revenue from 2021 to present.

Motion was made by Moody, seconded by Bailey, to recess for lunch until 12:45 P.M. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting recessed at 11:52 A.M.

Motion was made by Bailey, seconded by Moody, to reconvene the meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting reconvened at 12:48 P.M.

The City Manager presented preliminary research regarding the feasibility of constructing a municipal power plant as a potential long-term strategy to address electric utility costs. He explained that a plant sized to meet the City's needs and generate sufficient excess revenue would likely require 50–70 megawatts of capacity and an estimated investment of approximately \$120–140 million, potentially higher depending on final design, permitting, and construction costs.

Funding options discussed included a combination of federal grants, tax incentives, low-interest loans, and approximately \$20 million in revenue bonds. A formal feasibility study would be required to support financing applications and determine project viability.

The City Manager noted that while construction could be completed within one to two years after groundbreaking, permitting, environmental reviews, regulatory approvals, and participation in the regional power market could extend the overall timeline to approximately five to eight years before the facility becomes operational.

Several key issues were identified for further study, including appropriate plant size, site selection, permitting requirements, project costs, funding strategies, operational partnerships, and long-term rate impacts. The City Manager emphasized that ownership of a power plant would not necessarily result in immediate electric rate reductions and that revenues generated from power sales would be dependent on market conditions and operating costs.

The preliminary assessment concluded that while a power plant project appears financially feasible, significant operational, financial, and market risks remain. A comprehensive feasibility study would be necessary to determine whether the project would achieve the City's goals of maintaining revenues while reducing utility costs for customers.

The City Manager presented proposed staffing and organizational changes, including adding a fleet mechanic position and a wastewater operator positions, restructuring several positions, and eliminating selected vacancies through attrition with no layoffs anticipated. The changes are intended to improve operational efficiency, support future recruitment efforts, and are projected to result in a net reduction of one to two positions and approximately \$32,000 in annual savings once fully implemented.

The City Manager also proposed a 4.5% cost-of-living adjustment (COLA) for all employees, raising the minimum wage to approximately \$15 per hour. Alternative COLA options based on salary thresholds were discussed. The estimated annual cost of the proposal is approximately \$500,000, and future compensation strategies may place greater emphasis on benefits and retirement contributions rather than annual wage increases.

Capital Improvement Proposals and Projects were presented. A list of funded as well as unfunded items was reviewed. Staff gave detailed information their departments requests.

2:27 P.M. - 2.39 P.M. break.

Equipment requests from the various departments were presented.

Motion was made by Moody, seconded by Bailey, to recess the meeting until 9:00 a.m., May 20, 2026. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting recessed at 3:30 P.M.

### **Wednesday, May 21, 2026**

Board Present: Marley Abell; Kenny Moody; Josh Bailey; Brad Hamilton

Board Absent: Julian Mendiola

Staff Present: Brian Heverly; Kim Jamison; Robin Whitekiller; Kayle Griffin; Jordan Pace; Blakley Smith; Bryan Hyler; Jacob Acker; D.J. Burgess; Herb Hutchinson; Gene Martin; Jessica Del Carpio; Miranda Parks; Jarod Vinson; John Weber; Drew Fullbright; Jamie Phillips; George Bormann; Les Walters; Keith Miller; Matt Morris; Micki Kimble.

Others Present: Lynn Adams

Motion was made by Bailey, seconded by Moody, to reconvene the meeting. The meeting reconvened at 9:00 a.m. A quorum was present.

Capital Improvement funding options were discussed. Staff recommend Option 2 plus branch options without a feasibility study. Discussed in detail were Badger Lee water loop; energy assessment pilot; feasibility study/power plant; vehicle lease. It was the consensus of the Council to go with staffs recommendation.

9:55 a.m. – 10:10 a.m. break.

Council had no changes to the personnel structure that was presented.

A 4.5% COLA was presented for FY 27 with 2 options. Option 1 (everyone receiving 4.5% COLA) was good with the board.

Staff was requested to look at changes to the retirement plan, would like to see options for transitioning to a Defined Contribution plan.

10:15 a.m. - 11:05 a.m. break.

Proposed changes to the Master Fee Schedule was discussed.

Motion was made by Bailey, seconded by Moody, to recess for lunch until 12:30 p.m. Vote: Bailey aye; Moody aye; Hamilton aye; Abel aye. Motion carried 4-0. The meeting recessed at 11:22 a.m.

Motion was made by Moody, seconded by Bailey, to reconvene the meeting. Vote: Moody aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting reconvened at 12:30 p.m.

Topics discussed in depth were: Debt Maintenance/Reduction; Landfill Expansion; New WWTP; Fire Department.

1:07 p.m. – 1:17 p.m. break.

Summarized funding needs: Must fund are landfill expansion and new WWTP. Need to be funded are electrical survey and upgrades; new substations; fire station expansion; police station expansion; personnel; IT upgrades; equipment/vehicle replacement. Future needs to be funded: brushy; gym/event center; drainage study; sports complex.

10-year plan was reviewed as a draft document. Infrastructure funding is a need. Discussed the option of extending sales tax to be dedicated solely to infrastructure.

Staff reviewed changes needed for final budget. At this time, it was requested that the funding for the Boys & Girls Club be increased to \$25,000.00.

Motion was made by Bailey, seconded by Moody, to adjourn the meeting. Vote: Bailey aye; Moody aye; Hamilton aye; Abell aye. Motion carried 4-0. The meeting ended at 2:01 p.m.

Approved this 8<sup>th</sup> day of June 2026.

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Marley Abell, Mayor

Attest:

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Kim Jamison, City Clerk

[SEAL]

**AGREEMENT FOR CITY OF SALLISAW MUNICIPAL  
COURT JURISDICTION CONCERNING JUVENILES**

This agreement is made pursuant to the **Interlocal Cooperative Act** by and between the Oklahoma District Court serving Sequoyah County, otherwise known as Judicial District 15 (**District Court**) and the Municipal Court of the City of Sallisaw (**Municipal Court**), under authority of Title 10A of the Oklahoma Statutes, (Supp. 2009), §2-2-103, under which municipal courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop, and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. Such offenders will typically be first-time offenders, or at least juveniles with infrequent contact with the law. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

**DURATION:**

This agreement shall be in effect from July 1, 2026, through June 30, 2027. Thereafter, this agreement shall be renewed for successive one year periods corresponding with the fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

Either party may request a modification of the agreement by making a written

request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

Either party may terminate this agreement by providing written notice to the other party at least ninety (90) days prior to the proposed termination.

**OBLIGATIONS OF THE CITY:**

1. The Municipal Court may assume jurisdiction of offenders who:
  - a. Are under eighteen (18) years of age;
  - b. Have been charged for violating municipal ordinances including vandalism, shoplifting, trespassing, assault, battery, assault and battery, illegal possession of firearms, truancy, curfews, possession of low-point beer, as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication, failure to appear for a court appearance or comply with a court order, or any other offense in violation of municipal ordinances;
  - c. Have not been certified as an adult for any purpose pursuant to Okla. Stat. tit. 10A §2-2-403, to the best of the knowledge of City employees.
2. Upon Conviction, punishment may include any one or all of the following:
  - a. A fine not to exceed the statutory maximum of the Municipal Court;
  - b. Community service work, not to exceed ninety (90) hours, in lieu of or in addition to a fine if the product of multiplying the number of hours

of community service work by the prevailing minimum wage plus any fine imposed does not result in a number which exceeds the maximum fine authorized by law, or restitution, or both community service work and restitution;

c. Restitution;

d. Costs as authorized by law.

3. All Municipal arrest records and prosecution records for cases involving prosecutions under this contract, court records and court proceedings under this contract shall be kept confidential and shall not be open for public inspection except by order of the Municipal Court or as otherwise provided in Chapter 6 of Okla. Stat. tit. 10 §620.6. Municipal Court conviction records involving convictions of violating municipal ordinances shall be open to public inspection.
4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian, or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian, or responsible adult to take custody of the juvenile. Upon the failure to locate an appropriate responsible adult, the City may refer the juvenile to the District Court, or may retain custody of the juvenile in a location separate

from the jail until the impediment to release is resolved.

5. The Municipal Court shall provide to the District Court law enforcement reports and related document for all juveniles referred to the District Court for prosecution. It is expressly understood that prosecution in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts, and used solely to fund local programs which address problems of juvenile crime, to fund the costs of prosecution authorized under this agreement, to fund costs of detention authorized pursuant to Okla. Stat. tit. 10A, §2-2-103, and to fund administrative costs related to local programs that address problems of juvenile crime or related to the prosecution, detention, or punishment authorized pursuant to Okla. Stat. tit. 10A §2-2-103.
7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implemented to prosecute and treat juvenile offenders.

**THE DISTRICT COURT:**

1. Understands that court costs which are authorized by law, may be collected, deposited in the general fund of the City, and thereafter expanded by the City for the lawful purposes.
2. Acknowledges that the City's jurisdiction over juvenile traffic offenders is not affected by or dependent upon this agreement.
3. Shall consider in the District Court's sole discretion the appropriateness of bringing contempt charges against any juvenile who has been:
  - a. prosecuted under this agreement,
  - b. convicted and subjected to orders of the Municipal Court, and
  - c. thereafter disobeys the orders of the Municipal Court.

The disobedience of the Municipal Court order may also be used as an element to determine the appropriateness of District Court prosecution or appropriate sentencing in the event said juvenile is ever prosecuted on subsequent charges.

4. Shall cooperate with the Municipal Court in attempting to determine the statistical analysis of the number of juveniles diverted from the District Court system to the Municipal Court system, and the success rate of the Municipal Court system as determined by the percentage of recidivism of such Municipal Court offenders in either the Municipal Court or the District Court systems. As an aid to this process, the City shall maintain a list identifying the juveniles prosecuted and the charges for which they were prosecuted. Such list shall be available upon demand by the District Court for comparison with the District Court records to determine previous offender status, or for

any other proper purposes.

5. Shall periodically advise the City of the District Court's impressions of the successes or shortcomings of programs under the contract as measured against the purposes of the parties.
6. Shall compare any arraignment docket kept by the City with the Court's records to determine whether the named defendants have had prior contact with the Court, and to advise the City of its findings prior to the arraignment.
7. As needed, representatives for the contracting parties may meet to discuss improvements in any process implemented under this agreement.

**STATUS OF VARIOUS EMPLOYEES:**

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including, but not limited to, wages, salaries, and consideration paid on subcontracts.

In the event parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City's Attorney, Jordan Pace, P.O. Box 862, Sallisaw, Oklahoma 74955, (918) 774-3740.

The District Court may be contacted through the Office of the Presiding Juvenile Judge at the Sequoyah County Courthouse, 120 East Chickasaw, Sallisaw, Oklahoma 74955.

**SIGNED and DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Judge of Judicial Administrative District**

**APPROVED** as to form the legality this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**District Attorney**

**PASSED AND APPROVED** by the Mayor and Council of the City of Sallisaw,  
Oklahoma this 8th day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**MARLEY ABELL, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**

## GENERAL LEASE

This lease, made this 8<sup>th</sup> day of June, 2026, by and between City of Sallisaw, a Municipal Corporation, lessor, and Sallisaw Lumber Company, Inc., lessee;

(1) Witnesseth, that said lessor in consideration of the covenants and agreements hereinafter set forth does by these presents demise, lease and let unto the lessee the following described property, situated in the County of Sequoyah, State of Oklahoma, to-wit:

Commencing at the NW corner of the SW¼ of Lot 4, Section 5, Township 11 North, Range 24 East; thence East 30 feet; thence South 252.2 feet; thence North 85°59'33" East 51 feet to a point, said point being the Northwesterly corner of the original Depot Grounds No. 56; thence South 04°00'27" East 200 feet; thence North 85°59'33" East 1253.6 feet to the point of beginning; thence continuing North 85°59'33" East 138.00 feet; thence South 04°00'27" East 85.00 feet; thence South 79°47'16"W 138.81 feet; thence North 04°00'27" West 100 feet to the point of beginning.

(2) To have and to hold the same to the lessee from and after the 1<sup>st</sup> day of July 2026 to the 30<sup>th</sup> day of June 2027. And said lessee in consideration of the premises herein set forth, agrees to pay to the lessor as rental for the above described premises the sum of \$10.00, due and payable on the date hereof.

(3) It is further agreed that the lessee shall not assign this lease or sub-let the premises, or any part thereof, without the written consent of the lessor. And it is also agreed that upon the failure to comply with the terms and conditions of this lease by the lessee, then the lessor may declare this lease at an end and void, and re-enter and take possession of the premises.

(4) It is further agreed, by and between the parties thereto that all utilities and/or improvements, if any, to said premises will be paid solely by the lessee.

(5) It is further agreed, that at the end of this lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the lessor in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This lease shall not be considered renewed except by written agreement of the parties.

(6) The covenants and agreements of this lease shall extend to and be binding upon the successors of the parties hereto.

Witness our hands and seals the date first above written.

**LESSOR:**

**CITY OF SALLISAW, A MUNICIPAL  
CORPORATION**

**By:** \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

**[SEAL]**

**LESSEE:**

**SALLISAW LUMBER COMPANY, INC.**

**By:**

\_\_\_\_\_  
**Manager**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**[SEAL]**

## AGREEMENT

**THIS AGREEMENT** made and entered into on this 8<sup>th</sup> day of June 2026, between the City of Sallisaw, Oklahoma called the “City” and the Sallisaw Main Street, a non-profit organization.

### **WITNESSETH:**

**WHEREAS**, the City of Sallisaw, recognizing the need for continued beautification and development of the economic base of the City’s downtown, wishes to provide for a coordinated effort to encourage, promote, and foster the beautification and economic development of the City, including the downtown area; and

**WHEREAS**, Sallisaw Main Street has traditionally and actively promoted beautification, business development and economic growth within the City’s downtown for the purpose of sustaining and creating jobs and expanding the tax base, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

**WHEREAS**, it is the desire of the parties hereto that the entities involved in furthering the beautification and economic wellbeing of the community’s downtown combine their efforts for such purpose and provide an effective facade improvement program for Sallisaw, to be operated by Sallisaw Main Street as hereinafter provided;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The downtown facade improvement program shall be continued and operated through efforts of Sallisaw Main Street.
2. Sallisaw Main Street shall actively advertise and promote the downtown facade improvement program to all downtown businesses in Sallisaw, Oklahoma.
3. Sallisaw Main Street shall promote downtown business through existing downtown businesses and promote expansion of current businesses within Sallisaw’s downtown.
4. All persons working for Sallisaw Main Street under this Agreement shall in no way be considered employees of the City, and any liability which should arise under the Workmen’s Compensation Act of the State of Oklahoma due to injury shall be the sole liability of Sallisaw Main Street. Sallisaw Main Street shall indemnify and hold harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.

5. Sallisaw Main Street agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay Sallisaw Main Street as compensation for services to be rendered under this Agreement the sum of \$20,000.00. It is understood that said sum of \$20,000.00 shall be used solely and only for the promotion and development of business, including the facade improvement program, within the City of Sallisaw's downtown. The City will remit to Sallisaw Main Street, on a monthly basis, 1/12 of the contract amount.
7. This Agreement is not assignable by Sallisaw Main Street. This Agreement shall cover the year commencing July 1, 2026, and shall terminate on June 30, 2027.

**WITNESS OUR HANDS** the 8<sup>th</sup> day of June 2026, at Sallisaw, Oklahoma.

**CITY OF SALLSAW, OKLAHOMA**

**By:** \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Jordan Pace, City Attorney**

**SALLISAW MAIN STREET  
A NON-PROFIT ORGANIZATION**

**By:** \_\_\_\_\_  
**Representative**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

## AGREEMENT

**THIS AGREEMENT** made and entered into on this 8<sup>th</sup> day of June 2026, between the City of Sallisaw, Oklahoma called the "City" and the Sallisaw Chamber of Commerce, a non-profit organization, hereinafter called the "Chamber."

### **WITNESSETH:**

**WHEREAS**, the City of Sallisaw, recognizing the need for continued development of the economic base of the City, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the City; and

**WHEREAS**, the Chamber, in addition to its other community activities and functions, has traditionally and actively promoted business development and economic growth within the City for the purpose of creating jobs and expanding the tax base, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

**WHEREAS**, it is the desire of the parties hereto that the entities involved in furthering the economic well being of the community combine their efforts for such purpose and provide an effective economic development program for Sallisaw, to be operated by the Chamber as hereinafter provided;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The tourism and economic development brochures heretofore produced through efforts of the Chamber of Commerce shall be distributed by the Chamber of Commerce, and the Chamber of Commerce shall have more brochures printed, if necessary, to continue the promotion of economic development and tourism within the City of Sallisaw.
2. The Chamber of Commerce shall actively advertise and promote tourism in Sallisaw, Oklahoma.
3. The Chamber of Commerce shall promote industry through existing industry and business and promote expansion of current industrial facilities within Sallisaw, advertise, either directly or with others, in specific industrial publications approved by the City for the promotion and development of industry within Sallisaw, and attend trade shows approved by the City, if deemed necessary, for the promotion of industry within Sallisaw.
4. All persons working for the Chamber under this Agreement shall be employees of the Chamber and shall in no way be considered employees of the City, and any liability which should arise under the Workmen's Compensation Act of the State of Oklahoma due to injury of any employee of the Chamber, the same shall be the sole liability of the Chamber. The Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions arising out of the actions or inactions of any party pursuant to this Agreement.

5. The Chamber agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
6. The City agrees to pay the Chamber as compensation for services to be rendered under this Agreement the sum of \$50,000.00. It is understood that said sum of \$50,000.00 shall be used solely and only for the promotion of business, industrial development, and tourism within the City of Sallisaw. The City will remit to the chamber, on a monthly basis, 1/12 of the contract amount.
7. The Chamber shall establish an office in Sallisaw and shall keep the office open to the public during normal working hours, for no less than 37 hours per week, and provide information to visitors regarding tourism and economic development.
8. This Agreement is not assignable by the Chamber. This Agreement shall cover the year commencing July 1, 2026, and shall terminate on June 30, 2027.

**WITNESS OUR HANDS** the 8<sup>th</sup> day of June 2026, at Sallisaw, Oklahoma.

**CITY OF SALLSAW, OKLAHOMA**

**By:** \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**  
**(SEAL)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Jordan Pace, City Attorney**

**SALLISAW CHAMBER OF COMMERCE  
A NON-PROFIT ORGANIZATION**

**By:** \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**CONTRACT  
FOR ECONOMIC DEVELOPMENT SERVICES  
BETWEEN SALLISAW IMPROVEMENT CORPORATION,  
AND THE CITY OF SALLISAW, A MUNICIPAL CORPORATION**

This contract made and entered into this 8<sup>TH</sup> day of JUNE, 2026, by and between the Sallisaw Improvement Corporation, a non-profit organization, (hereinafter referred to as "SIC"), the City of Sallisaw, a Municipal Corporation, (hereinafter referred to as "CITY") and the Sallisaw Economic Authority (hereinafter referred to as "SEA").

**WITNESSETH:**

**WHEREAS**, the City of Sallisaw, the Mayor and Board of Commissioners of the City of Sallisaw desire to implement a strategic plan for economic and industrial development for the City of Sallisaw, Oklahoma, and

**WHEREAS**, the CITY, recognizing the need for continued development of the economic base of the CITY, and

**WHEREAS**, SIC was created for the specific purpose of promoting industry and economic development for the beneficiary, the CITY, and

**WHEREAS**, the CITY, SIC and SEA do hereby contract to develop a marketing program designed to aid existing commerce and industry and to attract additional business development within the CITY, and

**NOW, THEREFORE**, in consideration of the annual payment of such sums as are further described herein and for other valuable consideration, the parties agree as follows:

1. SIC and the CITY shall perform such services and take such action as are necessary to develop and implement a marketing program with the sole objective being to assist existing commerce and industry and to attract additional development within Sallisaw, Oklahoma.
2. SIC and the CITY, by and through the Sallisaw Improvement Corporation, will generally do all things necessary in their respective judgment for the furtherance of the aims and purposes of such a marketing program.
3. SIC hereby contracts with the CITY for SIC to perform certain economic development services for the benefit of the CITY pursuant to the terms and conditions set forth herein. SIC shall use its good faith and best effort to fulfill as much of its

plan, goals and priorities as possible within the limitations of its budget. Such scope for work includes but is not limited to SIC using its best efforts to accomplish the following general objectives:

- A. Expanding the economic base of the CITY and Sequoyah County by seeking employment opportunities for its citizens.
  - B. Encouraging and assisting resident industry to maintain and expand employment opportunities.
  - C. Implementing an aggressive marketing program to attract new jobs to the CITY.
  - D. Providing materials including graphics, photos where appropriate to those individuals or companies evaluating the CITY for industrial or commercial investment.
  - E. Creating a variety of marketable industry facilities by making best use of existing industrial potential and the development of new facilities where required.
  - F. Providing additional employment opportunities.
  - G. Encouraging and assisting state installations and federal installations in CITY to maintain employment and seek ways to expand those facilities where required.
  - H. SIC shall use its best efforts to prepare and develop industrial team visits, travel to various meetings, to encourage industrial prospect visits, state sponsored industrial team and international trade team visits and to train personnel, both professional and lay, to fulfill the purposes of job creation and job retention in the CITY as provided for by the budget in this contract.
  - I. SIC, because of budget restraints, has a right to prioritize the general objectives as set forth here above.
4. SIC will keep books and records of its activities in the operation of the program which will be available for inspection by the CITY and SIC members, at all reasonable times.
  5. SIC shall actively participate in all activities in relation to industrial development. SIC shall submit monthly reports and a year-end report to the Board of City Commissioners outlining the services, activities and plans for the reporting period.
  6. The CITY will pay to SIC on a monthly basis a sum certain as specified in accordance hereunder to fund the program and activities to SIC in carrying out its duties on behalf of the

CITY during the operation of the program. The CITY will provide the sum of \$40,000.00, for the fiscal year 2026-2027 and SIC will raise funds to support the program set out herein and shall use its best efforts to match the amount provided by the CITY. Either the CITY or SIC shall receive credit towards any due and owing amount for the value of any monetary goods, facilities, equipment or supplies given by the respective parties during any year of operation, value to be set by the Directors of SIC.

7. The SEA will endeavor to provide or attempt to provide financing to SIC for industrial development of the real property owned by SIC.
8. While it is hopeful that this program for industrial development be a multi-year program, an evaluation of the status and results of this program shall be made annually, and at such time the renewal of this contract is subject to the mutual approval of the governing body of the CITY and the Directors of SIC.
9. SIC shall have full responsibility for the filing of any tax documents necessary, keeping of records and detailed statements, training, travel, and development account, and any other necessary record documentation.
10. SIC hereby accepts the CITY's appointment as contractor for the economic and industrial development effort pursuant to the terms of this contract.
11. Nothing in this agreement however authorizes the SIC to expend or obligate funds or other resources of the City without express authorization from the Board of City Commissioners.
12. Neither the CITY nor SIC shall, by virtue of this contract, be deemed to be partners or joint ventures in this economic and industrial development contract. It is expressly understood that SIC is hereby retained by the CITY to perform the services on behalf of the CITY and that SIC is an independent contractor of the CITY only for the purposes of carrying out its obligations under this contract.
13. SIC agrees to conduct its business under the terms of this contract in such a manner that it does not violate any Federal, State or local laws or regulations applicable to the conduct of its operations under the terms of this contract.

14. This contract shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of Oklahoma. Neither party shall assign this contract or any interest herein without the express written consent of the other party.
15. Amendments may be made to this contract only upon the approval, in writing, of the parties hereto.
16. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
17. If any one or more of the sections, sentences, clauses, parts or parties to this agreement be held invalid for any reason, the invalidity of such section, sentence, clause, part or part shall not affect or prejudice in any way the applicability and the validity of any other provision of this contract.

**IN WITNESS WHEREOF**, the proper officers or officials of the parties have hereunto set their hands and official seals on the date first above written.

Executed on the date first written above.

CITY OF SALLISAW, OKLAHOMA  
A Municipal Corporation

BY: \_\_\_\_\_  
Marley Abell, Mayor

ATTEST:

\_\_\_\_\_  
Kim Jamison, City Clerk

(SEAL)

SALLISAW IMPROVEMENT CORPORATION

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

Approved as to form:

-----  
City Attorney

## AGREEMENT

This Agreement made and entered into this 8<sup>th</sup> day of June 2026, by and between the **City of Sallisaw**, Oklahoma, an, Oklahoma Municipal Corporation (hereinafter referred to as “**CITY**”) and the **Boys and Girls Club of Sequoyah County**, a non-profit organization (hereinafter referred to as “**CLUB**”).

### WITNESSETH:

**WHEREAS**, the City of Sallisaw, recognizing the need for continued development of youth activities for continued development of the economic base of the City, wishes to provide for programs and activities that will continue a coordinated effort to encourage, promote, and foster the Youth of the City; and

**WHEREAS**, the Sallisaw Boys and Girls Club has traditionally and actively promoted and provided youth activities within the City for the purpose of creating opportunities for learning; and

**WHEREAS**, it is the desire of the parties hereto, to work together and combine their efforts to enable all young people, especially those in need, to reach their full potential; and

**WHEREAS**, it is the desire of the parties hereto, to work together to continue providing youth activities for the City, activities and services that otherwise would not be available in the City;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits, which will accrue to each of the parties hereof, as well as the general citizenry of Sallisaw, the parties have agreed and do hereby agree as follows:

1. The **CITY** agrees to provide funding in the amount of twenty-five thousand dollars ( \$25,000.00 ) during the term of this agreement, such funding to be provided from the City of Sallisaw Youth and Recreation Fund. The **CLUB** shall have the option to receive funding in a lump sum or prorated on a monthly basis for the term of this Agreement.
2. The **CLUB** agrees that funding received shall not be used for payment of any salaries or benefits of the employees of the **CLUB**; nor shall funding be used for facility maintenance, utility or insurance costs.
3. The **CLUB** agrees that funding received from the Sallisaw Youth and Recreation Fund shall not be used to supplant existing funding used for current youth activities within the city limits of Sallisaw.
4. The **CLUB** agrees that all funding supplied by the **CITY**, shall be used to provide youth activities of the Sallisaw Boys and Girls Club within the city limits of the City of Sallisaw, and used for the following only:
  - a. Purchasing supplies and materials to facilitate youth activities provided by the **CLUB**.
  - b. Purchasing equipment that assists in providing youth activities in Sallisaw.
  - c. Payment for certain youth activity programs provided by outside speakers, teachers or organizations, where those programs take place in Sallisaw.
5. The **CLUB** agrees to furnish a monthly report to the **CITY**, detailing how funding provided by the **CITY** is utilized by the **CLUB**.
6. This Agreement shall not be assignable by the **CLUB**.
7. **TERM.** This Agreement shall cover the year beginning July 1, 2026 and terminate on June 30, 2027.

8. The **CLUB**, as an independent contractor, assumes the entire responsibility of carrying out and accomplishing the services stated in this agreement.
9. The **CLUB** agrees not to discriminate against any employee, or applicant for employment, or any youth club member in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
10. The **CLUB** agrees to protect, defend, indemnify, and hold harmless the **CITY**, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the **CLUB**, its officers, employees, and/or agents, arising out of, or in connection with, the performance or non-performance of the services, duties, and obligations required of the **CLUB** under this Agreement.
11. This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the **CLUB** pursuant to this agreement shall be submitted to the **CITY**, and the **CLUB** shall be entitled to just and equitable compensation at the agreed upon rate for any satisfactory work completed prior to the date of termination.

**City of Sallisaw**

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Marley Abell, Mayor

**ATTEST:**

---

Kim Jamison, City Clerk  
(Seal)

**Boys and Girls Club of Sequoyah County  
A Non-Profit Organization**

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Laura Kuykendall, CEO

Approved as to form: \_\_\_\_\_  
Jordan Pace, City Attorney

## AGREEMENT

**THIS AGREEMENT** made and entered into this 8<sup>th</sup> day of June 2026, by and between the CITY OF SALLISAW, a Municipal Corporation Sequoyah County, State of Oklahoma, (hereinafter "CITY") and KI BOIS COMMUNITY ACTION FOUNDATION, INC (hereinafter "KIBOIS").

That for and in consideration of the mutual promises hereinafter set forth, CITY hereby enters into this Agreement with KIBOIS pursuant to the following terms:

- I. The CITY finds that KI BOIS performs functions that are for a public purpose, specifically the providing of transportation services in and around the Sallisaw area;
- II. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Sallisaw area per an operating schedule provided by KI BOIS and approved by the City of Sallisaw.
- III. The term of this agreement shall be for the City Fiscal Year 2026-2027, beginning July 1, 2026, and ending June 30, 2027.
- IV. KI BOIS will provide the CITY with regular utilization data, as requested, and other pertinent ridership information in order to keep the CITY informed as to the operational matters of the public transportation program.
- V. In consideration of the mutual promises, covenants and agreements hereinabove set forth, the CITY agrees to provide funding in the amount of forty thousand dollars (\$40,000.00) per year; said funding to be used as capital matching funds allowing KI BOIS to acquire passenger vehicles to be used for providing public transportation services in the Sallisaw area. Funding may be requested by KI BOIS in monthly installments, or as a lump sum payment, upon presentation of an invoice to the CITY.
- VI. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the CITY to KI BOIS for services provided and that this contract is limited to the term set forth above.

VII. Points of Contact

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

KI BOIS Community Action  
1206 West Redwood  
Sallisaw, OK 74955

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8<sup>th</sup> day of June 2026.

**KI BOIS Community Action**

\_\_\_\_\_

By/Title: \_\_\_\_\_

**CITY OF SALLISAW, OKLAHOMA**

\_\_\_\_\_

**MARLEY ABELL, Mayor**

**ATTEST:**

\_\_\_\_\_

**KIM JAMISON, City Clerk**

[Seal]

**Approved as to form:**

\_\_\_\_\_

**Jordan Pace, City Attorney**

**Date**

## AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into this 1<sup>st</sup> day of July, 2026 (**lease date**), by and between City of Sallisaw, a Municipal Corporation, LESSOR, and Paul Greg Gambill, II, On File, **LESSEE.**

1. **WITNESSETH**, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** a metal building, identified as Airport Hangar #1706, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma.
2. The Term of this Lease shall be from the lease date noted above to June 30, 2027, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above-described premise, the sum of One Hundred and Fifty Dollars (\$150.00) per month, payable in advance on or before the 1<sup>st</sup> day of each month. A late fee will be assessed on the 10<sup>th</sup> day of the month in the amount of \$25.00 for any unpaid lease payment due. The lease payment may be made monthly or yearly. The lease amount of this hangar may be changed by the **LESSOR** upon a written 60-day notice.
4. **LESSEE** agrees the building leased shall be used for the storage of aircraft and shall be kept in a neat and orderly manner.
5. **LESSEE** agrees that if **LESSEE** ceases to store an aircraft in the leased hangar for a period exceeding six (6) months, **LESSOR** may cancel this lease immediately upon written notice to the **LESSEE**.
6. **LESSEE** agrees that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
7. **LESSEE** agrees to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
8. All utilities provided to the hangar shall be the responsibility of the **LESSEE**.

9. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of **LESSOR**, after being authorized by the **LESSOR**. At any time, **LESSEE** may submit a request for improvements to the **LESSOR** and **LESSOR** shall consider those improvements and perform the same if **LESSOR** sees a cost benefit and a list of the requested improvements. Any damage caused by the **LESSEE** shall be repaired and paid for by the **LESSEE** or billed to the **LESSEE**, for prompt payment, if repaired by the **LESSOR**. Damages repaired by the **LESSEE** shall meet the standards of the **LESSOR** and must be approved by the **LESSOR** prior to repairs being completed.
10. **LESSEE** further agrees:
  - a. The hangar door shall not be left open or unattended.
  - b. No signs shall be attached to the hangar.
  - c. No fueling of aircraft shall be performed within the hangar.
  - d. No hazardous or toxic materials shall be stored in the hangar.
  - e. Ramps or taxiways shall not be used as a parking space for vehicles. Only approved parking spaces shall be used.
  - f. No open flame heaters shall be stored or operated within the hangar.
11. At the end of this lease, or sooner termination thereof, **LESSEE** shall give peaceable possession of the premises to **LESSOR** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

The covenants and agreements of this Lease shall extend to and be binding upon the successors, heirs, and executors of the parties hereto.

Witness our hands and seals on this 8<sup>th</sup> day of June 2026.

<p><b>LESSOR:</b> <b>City of Sallisaw, A Municipal Corporation</b></p> <hr/> <p>Marley Abell, Mayor</p> <p>Attest:</p> <hr/> <p>Kim Jamison, City Clerk [Seal]</p>	<p><b>LESSEE:</b></p> <hr/> <p>Owner</p> <p>Paul Gambill</p> <hr/> <p>Name printed</p>
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Approved as to Form:

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Jordan Pace, City Attorney

## AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into by and between the CITY OF SALLISAW, a Municipal Corporation, herein referred to as the LESSOR, and Chad Sheffield, of 479019 Old US Highway 64, Muldrow, Oklahoma 74948, AND J. Brooks Coffee, of P.O. Box 412, Vian, Oklahoma 74962, herein referred to as the LESSEES.

LESSOR is the owner of an airport known as the Sallisaw Municipal Airport at Sallisaw, Oklahoma, herein referred to as the AIRPORT.

1. WITNESSETH, that said LESSOR, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto LESSEES a metal building, 60 feet by 60 feet, identified as Airport Hangar # **1716**, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma, being situated on a tract of land 86.50 feet by 70.00 feet and more particularly described as: All that part of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 11 North, Range 24 East, Indian Base and Meridian, Sequoyah County, Oklahoma, described using an assumed basis of bearing being North-South along the West line of the SE $\frac{1}{4}$  of said Section 7, created by Kelly Osburn P.L.S. No. 1628 and more particularly described as: Commencing at the NW corner SW $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 7, thence along the West line thereof South 175.36 feet; thence East 227.08 feet to the point of beginning; thence continuing East 86.50 feet; thence S00°34'24"E 70.00 feet; thence West 86.50 feet; thence N00°34'24"W 70.00 feet to the point of beginning, containing 0.14 acres, more or less.
2. The Term of this Lease shall be effective from the 1st day of July, 2026 to the 30th day of June, 2027, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice.
3. LESSEES, in consideration of the premises herein set forth, agrees to pay to LESSOR, as rental for the above-described premise, the sum of *Two Hundred and Fifty Dollars (\$250.00)* per month, payable in advance on or before the 1<sup>st</sup> day of each month. A late fee will be assessed on the 10th day of the month in the amount of \$25.00 for any unpaid lease payment due. The full lease payment may be prepaid in advance annually. The lease amount of this hangar may be changed by the LESSOR upon a written 60-day notice.
4. LESSEES agree the building leased shall be used for the storage of two aircrafts and no other purpose, and LESSEES shall keep the leased premises in a neat and orderly manner.
5. LESSEES agree that if LESSEES cease to store aircrafts in the leased hangar for a period exceeding six (6) months, LESSOR may cancel this lease immediately upon written notice to the LESSEES.
6. LESSEES are granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport

including, but not limited to, the landing field and any extensions thereof, roadways, runways, taxiways, aprons, beacons, landing lights signals, radio aids, and all conveniences for flying, takeoffs and landings, subject to the rules, laws or regulations regarding the same.

7. LESSEES agree that they will, at their own expense, keep and maintain the lease premises and all structures and fixtures thereon in good repair and in a clean, safe and healthful condition at all times. Maintenance on and around the lease premises shall include, but is not limited to mowing grass and elimination of trash, garbage, etc. LESSEES further agree to not allow any condition on the leased premises that may interfere with the landing, taxing and take off of aircraft.
8. LESSEES agree that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
9. LESSEES agree to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
10. All utilities provided to the hangar shall be the responsibility of the LESSEES.
11. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of LESSOR, after being authorized by the LESSOR. At any time, LESSEES may submit a request for improvements to the LESSOR, and LESSOR shall consider those improvements and perform the same if LESSOR sees a cost benefit of such list of requested improvements. Any damage caused by the LESSEES shall be repaired and paid for by the LESSEES or billed to the LESSEES, for prompt payment, if repaired by the LESSOR. Damages repaired by the LESSEES shall meet the standards of the LESSOR and must be approved by the LESSOR prior to repairs being completed.
12. LESSEES further agree:
  - a. The hangar door shall not be left open or unattended.
  - b. No signs shall be attached to the hangar.
  - c. No fueling of aircraft shall be performed within the hangar.
  - d. No hazardous or toxic materials shall be stored in the hangar.
  - e. Ramps or taxiways shall not be used as a parking space for vehicles; Only approved parking spaces shall be used for vehicles.
  - f. No open flame heaters shall be stored or operated within the hangar.
13. At the end of this lease, or sooner termination thereof, LESSEES shall give peaceable possession of the premises to LESSOR in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

The covenants and agreements of this Lease shall extend to and be binding upon the successors, heirs, and executors of the parties hereto.

**WITNESS** our hands and seals this 8th day of June 2026.

<p><b>LESSOR:</b> CITY OF SALLISAW, A Municipal Corporation</p> <hr/> <p>Marley Abell, Mayor</p> <p>Attest:</p> <hr/> <p>Kim Jamison, City Clerk</p> <p>[seal]</p>	<p><b>LESSEES:</b></p> <hr/> <p>Chad Sheffield</p> <hr/> <p>J. Brooks Coffee</p>
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Approved as to Form:

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Jordan Pace, City Attorney

## AGREEMENT FOR IMPOUNDMENT OF ANIMALS

This Agreement is entered into this 8th day of June, 2026, by and between the City of Sallisaw, Oklahoma, (hereinafter referred to as "City") and the Town of Vian, Oklahoma, (hereinafter referred to as "Town").

Whereas, City has an animal shelter which has the capacity to euthanize cats and dogs (hereinafter referred to as "animals"); and,

Whereas, Town desires to use the euthanasia, boarding, and adoption services of the City.

NOW, THEREFORE, in consideration of the services to be provided by City and the payment of fees by Town and the covenants and agreements of the parties hereto as hereinafter set forth, City and Town agree as follows:

1. City agrees to accept animals from Town for a fee, said animals to be euthanized, boarded, adopted or disposed by City. City further agrees to euthanize, board, adopt or dispose of such animals delivered to City's animal shelter by Town.
2. Town agrees as follows:
  - A. Deliver to City's animal shelter animals to be euthanized, boarded, adopted and disposed, provided that Town will give a minimum of 24-hour notice to the Animal Welfare Officer prior to the delivery of such animals.
  - B. All animals delivered to the City by Town shall become the property of the City, and the City, through its Animal Welfare Office, shall euthanize, board, adopt or dispose of said animals pursuant to the provisions of the Sallisaw City Code.
  - C. Pay the City the sum of Fifty Dollars (\$50.00) for each animal delivered to the City's animal shelter.
  - D. At the time the animals are delivered to the animal shelter, the Animal Welfare Officer will present a claim for payment to Town Representative, and Town shall remit payment to the City within thirty (30) days of receipt of the claim. Failure of Town to pay the City within thirty (30) day period shall be a cause for termination of this Agreement.
3. This Agreement shall be effective from *1st day of July, 2026*, and will *terminate on 30th day of June, 2027*, unless sooner terminated.

4. This Agreement may be terminated by either party after the giving of a thirty (30) day written notice by one party to the other. Notices shall be delivered to the following:

For the City: City Manager  
City of Sallisaw  
115 East Choctaw  
P. O. Box 525  
Sallisaw, Oklahoma 74955-0525

For the Town: Town Manager/Town Clerk  
Town of Vian  
P. O. Box 687  
Vian, Oklahoma 74962

5. This Agreement may be amended, in writing, with the mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**Marley Abell, Mayor**

ATTEST:

\_\_\_\_\_  
**KIM JAMISON, City Clerk**

Approved as to form and legality this 8th day of June, 2026.

\_\_\_\_\_  
**JORDAN PACE, City Attorney**

**TOWN OF VIAN, OKLAHOMA**

**By:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Town Clerk**

**[SEAL]**

## LEASE WITH AGREEMENT TO REMOVE LIME WASTE

This Agreement and Lease is entered into this 8th day of June, 2026, by and between the City of Sallisaw, a Municipal Corporation, lessor, and Honeycutt Backhoe and Dozer, LLC, d/b/a Nathan Honeycutt, lessee;

1. Witnesseth, that said lessor in consideration of the covenants and agreements hereinafter set forth does by these presents lease, demise and let unto the lessee the following described property, situated in the County of Sequoyah, State of Oklahoma, to-wit:

All that part of Lot 3 lying South and West of the Kansas City Southern Railway right-of-way and North of the Union Pacific Railway right-of-way in Section 6, Township 11 North, Range 24 East.

2. To have and to hold the same to the lessee, for an effective term, from the 1<sup>st</sup> day of July, 2026, to the 30th day of June, 2027, in consideration of the sum of \$1.00 payable on the date hereof, and the further agreement to diligently remove lime waste from the above described property during the term of this Lease. Lessee shall report to Lessor quarterly the amount of lime waste removed from the above described property.

3. It is further agreed that the lessee shall not assign this Lease or sublet the premises, or any part thereof, without the written consent of the lessor. It is also agreed that upon the failure to comply with the terms and conditions of this Lease by the lessee, then the lessor may declare this Lease at an end and void, and re-enter and take possession of the premises.

4. Lessee shall purchase liability insurance in the amount of \$1,000,000.00 to insure against the risk of injury of persons or personal property, which persons or property are either on the premises or adjacent thereto. A copy of such insurance policy shall be furnished to lessor. Also, it is further agreed that lessee will carry worker's compensation insurance on all employees of lessee to insure against risk of injury to any employees it might have. Proof of such worker's compensation insurance shall also be delivered to lessor. In the event that a third party has employees working on the above described premises, such third party shall carry worker's compensation insurance on all employees of third party to insure against risk of injury to any employees such third party might have. Proof of such worker's compensation insurance shall also be delivered to lessor.

5. It is further agreed that at the end of this Lease, or sooner termination thereof, the lessee shall give peaceable possession of the premises to the lessor; and lessee shall remove any and all personal property belonging to him or placed by him upon said property from the premises upon such termination of this Lease.

6. Lessor, at lessee's request, may enter upon the leased premises during the term of this Lease and remove scrap metal, concrete and trash.

7. This Lease shall not be considered renewed except by written agreement of the parties.

8. The covenants and agreements of this Lease shall extend to and be binding upon the successors and heirs of the parties hereto.

Witness our hands and seals the date first above written.

**LESSOR:**

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**MARLEY ABELL, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**

**[SEAL]**

**LESSEE:**

**NATHAN HONEYCUTT, DBA HONEYCUTT  
BACKHOE AND DOZER**

By: \_\_\_\_\_  
**NATHAN HONEYCUTT**

**AGREEMENT  
BRUSHY LAKE CAMP HOST**

This Agreement made and entered into this 8<sup>th</sup> day of June 2026, by and between the **City of Sallisaw**, hereinafter referred to as the **CITY**, and **Randy Jones, On File**, hereinafter referred to as **HOST**.

**TERMS AND CONDITIONS**

**WHEREAS**, Brushy Lake Park is owned and operated by the City of Sallisaw for public use and Brushy Lake access, and;

**WHEREAS**, the **CITY** of Sallisaw wishes to contract with a Camp Host, to assist with the upkeep of the park and provide services to all users of the park.

**NOW THEREFORE**, in consideration of the mutual promise, covenants and conditions herein stated the parties have agreed and do hereby agree as follows:

**SECTION 1. TERM, RENEWAL AND COMPENSATION**

1. **CITY** hereby contracts with **HOST** to act as Camp Host for Brushy Lake Park for the period of July 1, 2026 (Effective Date), through June 30, 2027 (Ending Date).
2. At any time, this agreement may be terminated prior to the **Ending Date** by either party upon a thirty (30) day notification to either party.
3. Although the **CITY** may approach the **HOST** about extending this Agreement, nothing in this agreement shall constitute a requirement of the **CITY** to renew the agreement after the **Ending Date** noted above.
4. To perform the duties hereinafter described, the **HOST** shall be paid One Thousand dollars (\$1,000.00) monthly. Payment shall be processed on or before the last day of each month. Being a contractor, **CITY** shall not withhold taxes from pay and shall issue **HOST** a 1099 form at the end of the calendar year. **HOST** shall be required to complete a W9 Form.

## **SECTION 2. GENERAL CONDITIONS AND HOST RESPONSIBILITIES**

1. **HOST** is required to provide their own recreational vehicle (RV) or camping trailer, which shall be placed on a designated site chosen by **CITY**. Camping trailer shall be presentable. The **CITY** reserves the right to reject the recreational vehicle or camping trailer.
2. **HOST** must provide a cell phone contact number to the **CITY**. In addition, **HOST** must monitor email address provided by the **CITY**.
3. **HOST** shall notify **CITY** when they will be away from the park for more than 24 continuous hours, with beginning date and time and return date and time.
4. While performing the duties of Camp Host, **HOST** is expected to perform the following tasks:
  - a. Represent the **CITY**, greet, and treat park users in a friendly professional manner.
  - b. Assist campers with campsite selection and answer all general questions regarding the park and park rules.
  - c. Enforce and address violation of park rules in a professional manner. If required, the **HOST** shall notify law enforcement of any issues.
  - d. **HOST** is expected to maintain their camp site in an orderly fashion and shall not accumulate trash or junk around the site.
  - e. Ensure campers have paid for camp spaces as required by **CITY** policy.
  - f. Daily trash pickup of the park area.
  - g. Emptying trash cans as needed. Trash bags shall be taken to a designated area. Ensure all trash is properly bagged and secure.
  - h. Clean restroom and shower facilities as needed, but at minimum, once each day. Replenish facilities with needed supplies.
  - i. Inspect the park areas daily for any issues. Perform minor maintenance within the park if within the abilities of the **HOST**.
  - j. Notify **CITY** of needed repairs and/or issues at the park.
  - k. Assist in mowing grass at the park.

- l. Occasionally, schedule activities for campers utilizing the park.
  - m. Maintain a cell phone, check email address provided by the **CITY**, and respond as needed, daily.
  - n. Provide oversight of any seasonal employees hired to assist in the operation of Brushy Lake Park.
5. Time Commitment. Although the **HOST** shall be available at any time during the term of this AGREEMENT, **HOST** shall commit a minimum of four (4) hours daily for the required tasks noted above.

### **SECTION 3. CITY RESPONSIBILITIES**

1. Provide a designated camp site with electric and water connections.
2. Provide **HOST** with a golf cart or ATV for use inside the park area.
3. Provide **HOST** with a contact person with the city. During the term of this Agreement, the **HOST** shall report to the city Parks Superintendent.
4. Provide the necessary maintenance at the park, including mowing and trimming tasks.
5. Provide trash pickup as needed.
6. Provide additional trash bags, toilet paper and other supplies for the park as needed.
7. Provide **HOST** with a city email address to use while serving as **HOST**.
8. Respond to questions of the **HOST**.
9. Provide other needed services outside the scope of the **HOST**.
10. Handle all money from the payment Kiosk.

### **SECTION 4. FORCE MAJEURE**

Neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities.

**SECTION 5. NOTICES**

1. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses.
2. Notice to **HOST**: Randy Jones, On File.
3. Notice to **CITY**: City of Sallisaw, City Manger, P.O. Box 525, 115 East Choctaw, Sallisaw, OK 74955.

**SECTION 6. GOVERNING LAW**

This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Oklahoma, without regard to its choice-of-law provisions.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the Parties.

**CITY OF SALLISAW**

**HOST**

\_\_\_\_\_  
Marley Abell, Mayor

\_\_\_\_\_  
Host Name: Randy Jones

**ATTEST:**

\_\_\_\_\_  
Kim Jamison, City Clerk  
(Seal)

Approved as to form: \_\_\_\_\_  
Jordan Pace, City Attorney

## AGREEMENT

This Fixed Base Operator Agreement and Lease made and entered into this 8th day of June, 2026, by and between the **City of Sallisaw, Oklahoma**, an Oklahoma Municipal Corporation (hereinafter referred to as “**City**”) and **Thomas Haning, d/b/a T3Aerosports, LLC**, (hereinafter referred to as “**FBO**”), both sometimes referred to collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, the City of Sallisaw, Oklahoma is the owner, co-sponsor and lessee of the Sallisaw Municipal Airport (Facility); and

**WHEREAS**, the City desires to engage **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator (FBO) of the Facility to manage and operate the Facility, on behalf of and for the benefit of the City, and to provide aeronautical services convenient for the operation of an airport; and,

**WHEREAS**, **Thomas Haning, d/b/a T3Aerosports, LLC**, is company with experience in airport operations, and desires to accept such engagement, pursuant to the terms and conditions contained herein;

**IT IS, THEREFORE, AGREED** by and between the parties hereto as follows:

1. The Board of City Commissioners shall be the approving authority of this Agreement.
2. For the City, the City Manager shall be recognized as the Airport Manager.
3. **Ownership of Facility.** The City shall retain ownership of the Facility at all times, including, but not limited to real estate, technical equipment, furniture, signs, fixtures, and similar property, including improvements made during the Term of this Agreement, excluding items owned by the FBO. Any data, equipment or materials furnished by the City to FBO shall remain the property of the City and shall be returned to the City when it is no longer needed or upon termination or expiration of this Agreement.
4. **Term of Agreement.** The term of this agreement shall be from the **1<sup>st</sup> day of July 2026** (Effective Date), through the **30<sup>th</sup> day of June, 2027** (the “Term Date”).
5. **Additional Consecutive Terms.** Prior to June 30 of each calendar year, the City, upon approval of the Board of City Commissioners, and the FBO, may mutually agree to extend this Agreement for a period of one additional year.
6. **Engagement and Scope of Services.** The City hereby engages **Thomas Haning, d/b/a T3Aerosports, LLC**, as the Fixed Base Operator, or “FBO” of the Facility to perform certain aeronautical operations and services for the benefit of the residents of the City and airport users. FBO accepts such engagement pursuant to the terms and conditions set forth herein. The scope of this Engagement includes, but is not limited to:
  - a. For services provided to the City, and specified in this agreement, **FBO shall be paid in monthly installments of seven thousand eighty three dollars and thirty three cents (\$7,083.33) per month**, for each month this Agreement is in effect. Payment

request shall be processed by the City on the first working day of each month, with check issued within 10 working days.

- b. For the term of this agreement, FBO is granted authority to supervise and oversee any and all aeronautical activities at Facility, including both flight and ground activities. FBO shall also enforce the Facility rules and regulations pertaining thereto now or hereafter adopted by the City, the State of Oklahoma, or the United States of America.
  - c. FBO shall provide the necessary aeronautical personnel and services to properly conduct, operate, and supervise the Facility on a daily basis.
  - d. FBO shall use reasonable and due care in the protection and preservation of the Facility and will maintain the buildings, equipment and other property of City in a proper state of repair, less normal wear and tear.
  - e. FBO shall provide adequate insurance as described in Section 11 of this agreement.
  - f. FBO shall be familiar with and enforce the requirements of the Sallisaw Code of City Ordinances, Chapter 14, Aviation.
  - g. FBO shall be available to provide FBO related airport services at the airport seven (7) days per week. During the seven (7) day week, the FBO, or a representative of the FBO, shall be available at the airport a minimum of six (6) days per week, a minimum of six (6) hours per day, less City approved holidays. At all other times, the FBO, or their representative, shall be subject to on-call status. All services provided by the FBO shall be provided by the FBO, or a properly trained employee of the FBO. If the FBO, or a representative of the FBO, is not available to provide services at any time, FBO shall post a notice showing contact information of the FBO. FBO shall notify the Airport Manager, or his designee, any time these services are not available for more than 24 hours, excluding Sundays.
  - h. All personnel hired or engaged by the FBO shall be employees, agents, or independent contractors of the FBO, and not of the City. FBO shall select in its sole discretion, the number, function, qualifications, and compensation, including compensation and benefits, of its employees and shall control the terms and conditions of employment relating to such employees. FBO will also be solely responsible for the discipline, up to and including termination, of such employees. FBO agrees to use reasonable and prudent judgement in the selection and supervision of such personnel.
7. **Grant of Lease and Description of the Leased Premises.** The City does hereby lease to FBO, and FBO hereby leases from the City, the following land, buildings and improvements located on the property of the Sallisaw Municipal Airport.
- a. Maintenance Hangar.
    - i. City does hereby lease, and allow FBO to have use of, the hangar identified as the "Maintenance Hangar". FBO shall be responsible for payment of telephone and electric bills of the Maintenance Hanger. FBO will not dispose of, or allow disposal, of any oil, fuel, metal or other products on Facility property, but shall be responsible for the proper disposal of said

materials in compliance with the Sallisaw Code of Ordinances Section 38, Article IV and other local, State or Federal regulations.

- ii. If FBO obtains a permit through the City, the FBO shall be allowed to provide aircraft maintenance and other aeronautical type services in the City owned maintenance hangar and keep all revenues generated by said services.
- iii. In absence of additional hangar space, the Maintenance Hangar may be used for aircraft storage, and FBO may charge a storage fee for the aircraft, not to exceed \$ 350.00 per month, per aircraft. FBO shall retain all storage fees from storage of aircraft in the Maintenance Hangar. At no time shall storage of aircraft take up the entire space of the maintenance hangar in that it interferes with maintenance of aircraft.
- iv. At the end of each month, FBO shall provide the Airport Manager a detailed listing of aircraft stored in the Maintenance Hangar, their owners, their tail ID numbers and the amounts FBO has generated in storage revenue.
- v. Maintenance Hangar facility shall be kept clean and presentable at all times, and free of clutter. Spare parts and tools shall be kept organized, no junk parts shall be kept in the maintenance hangar. Maintenance Hangar shall not be used to store planes considered non-operational for periods exceeding two months.

b. Terminal Building.

- i. City does hereby lease, and allow FBO to have use of, the building identified as the "Facility Terminal Building."
- ii. FBO shall be responsible for the upkeep and daily cleaning of building. FBO shall keep restrooms clean, all floors mopped or swept, clean all furniture, clean all windows, keep office area orderly and free of clutter. If plants are kept, they shall be kept fresh. Daily housekeeping is required to present a clean professional appearance.
- iii. FBO shall maintain a flight planning area with all appropriate material needed by pilots, including access to a telephone.
- iv. FBO may install vending machines in the Facility Terminal Building and keep proceeds from the vending machines. If installed, vending machines must be kept in working order and stocked with fresh items.
- v. No animals shall be kept in the terminal building.

8. **Commission Approval and Appropriation Required.** This Agreement and any future Agreements are subject to approval by the Sallisaw Board of City Commissioners and available funding being appropriated by the Board of City Commissioners. Amendments to the Agreement must also be approved by the Board of City Commissioners.

9. **Termination of Agreement.** During the term of this Agreement, either party to this Agreement may terminate this Agreement for any reason by providing ninety (90) day notice, in writing, to either party, at addresses specified in Section 18. If terminated,

Agreement shall terminate on the last day of any calendar month that surpasses the ninety (90) day notice. Such termination shall be without future obligations, liabilities, or penalties to FBO or City, except for amounts due up to the time of termination for the services performed and products delivered.

10. **Yearly Evaluation of the FBO.** The FBO shall be evaluated on a yearly basis by the Airport Advisory Board and the Airport Manager. Evaluations shall take place during the month of February. Evaluations shall be provided to the Board of City Commissioners and the FBO upon completion.
11. **FBO Required Insurance Coverage.**
  - a. FBO shall provide \$1,000,000 worth of liability coverage naming City and FBO as the insured, which shall cover liability for the maintenance hangar operations, and said copy of said insurance shall be kept on file with City, with this agreement and all renewals thereof.
  - b. FBO shall maintain products liability insurance in the amount of \$1,000,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
  - c. FBO shall maintain hangar's keeper's insurance in the amount of \$500,000, a copy of which shall be placed with this agreement. Policy shall name FBO and City as insured.
12. **Aeronautical Related Services Provided by the FBO.**
  - a. As required by 49 U.S. Code § 47107(a)(4), the FBO shall be granted a non-exclusive right to provide aeronautical services at the Airport Facility.
  - b. If required by the City, FBO shall obtain a City Permit for any maintenance, flight school, or other aeronautical services, provided at the Airport Facility, as provided for in Chapter 14 of the Sallisaw Code of Ordinances, Section 14-82.
  - c. If FBO is permitted to provide any aeronautical services at the Airport Facility, FBO shall be allowed to keep all fees paid to FBO for such services permitted for, unless otherwise addressed in this agreement.
13. **FBO Management of the Facility.** While this agreement is in effect, the FBO shall:
  - a. FBO is required to post FBO contact information on the entrance to the Facility terminal building. Contact information shall include FBO name, FBO landline telephone and/or FBO mobile cellular phone, email address, emergency phone line of the Sallisaw Police Department and 911. If FBO is requested to perform services after normal business hours, FBO may charge customer a reasonable fee for services. FBO shall retain all fees.
  - b. FBO shall maintain a cell phone number for airport use, allowing 24-hour contact. The cell phone number shall be visibly posted to where customers of the airport can view the number and contact the FBO as needed. FBO shall furnish this number to the Airport Manager, City, Police Department and Fire Department. A secondary contact number shall also be posted.

- c. If FBO is unable to provide airframe and engine repair services for aircraft, FBO shall arrange for a qualified mechanic to be on site within four (4) hours after a request for maintenance is made if request is made Monday thru Friday during normal working hours. Requests made on Saturday, Sunday or during holidays are subject to service and parts availability.
- d. FBO shall operate the facility in a responsible and efficient manner and in the best interest of the City and the citizens of Sallisaw.
- e. FBO shall provide oil, grease and other needs of aircraft, including assistance in fueling aircraft as needed. FBO may charge a reasonable fee for materials only. FBO shall retain all fees.
- f. FBO shall provide overnight hangar storage, if hangar space is available.
- g. FBO shall allow users of the Facility to use the airport terminal building.
- h. FBO shall create and maintain a current roster of planes based at the airport. This roster shall be provided to the Airport Advisory Board and the Airport Manager on a monthly basis.
- i. FBO shall serve as a liaison between the Airport tenants and the Airport Manager.
- j. FBO shall monitor airfield systems and navigational aids and report outages to the Airport Manager or his designee.
- k. FBO shall be responsible for all housekeeping and janitorial needs of the terminal building, maintenance hangar, and outside areas of the buildings.
- l. FBO shall not alter, change or modify any existing building or feature of the Facility without approval of Airport Manager.
- m. FBO shall work with the Airport Manager, other city staff, engineers and consultants on airport improvements.
- n. A representative of the FBO shall attend all meetings of the Airport Advisory Board. If FBO is unable to attend, FBO shall notify the Chairman of the Airport Advisory Board prior to scheduled meeting.
- o. FBO shall report all accidents, or damage to Facility property, to the Airport Manager within 24-hours.
- p. FBO shall prepare a schedule of fees charged by the FBO. The fee schedule shall include all fees allowed in this Agreement. This fee schedule shall be provided to the Airport Manager on a monthly basis. This schedule may be submitted with the monthly operating report.
- q. FBO shall prepare a monthly operating report and submit to the Airport Manager and the Airport Advisory Board. Report, at minimum, shall include:
  - i. Fuel sales.
  - ii. Number of flight operations, landings and takeoffs.
  - iii. Number of uses of courtesy car.
  - iv. Number of aircraft parked on apron.

- v. Roster of current aircraft based at the Facility. Roster to include aircraft type, tail ID numbers and owner information.
  - vi. Suggestions from visitors and complaints received.
  - vii. List of improvements or repairs made or needed.
- r. FBO shall file required reports and statistics with appropriate aeronautical agencies as needed, with copies provided to the City. FBO shall also assist City in any required filing of reports or statistics.
  - s. At expense of FBO, FBO shall advertise the Facility in at least one (1) aviation trade publication. FBO may request reimbursement for advertising expense for up to two (2) publications. Request for reimbursement shall be made through the Airport Manager with supporting documentation.
  - t. FBO shall actively strive to promote the Sallisaw Municipal Airport and recruit aircraft owners to utilize the Facility and its services.
  - u. Upon request of the City, FBO shall make available profit and loss statements of the FBO related to operations of the Airport Facility.
  - v. With coordination from the City, FBO shall assist in scheduling airport events to market the airport. FBO may request reimbursement of expenses related to events, provided those expenses have been approved prior to the expending of funds.

**14. Fuel Facility and Sale of Fuel**

- a. The City shall be responsible for the maintenance of the fuel (AVL, jet fuel, or other) facility(s) at the airport.
- b. The City shall be responsible for the purchase of fuel for the fuel storage tanks. All fuel shall be stored and dispensed via approved fuel facilities.
- c. The City shall maintain the fuel pump(s) and credit card system attached to the fuel storage tanks.
- d. City shall set the fuel cost per gallon for resell and shall receive all revenues associated with fuel sales at the Facility.
- e. FBO shall monitor fuel levels and notify City of need to order additional fuel. FBO shall also notify City of any issues or needs of the fuel facilities.
- f. FBO, if required, shall obtain proper training and certification to inspect and operate the fuel facilities of the Airport. In addition, FBO shall ensure all personnel are certified and trained to operate the fuel facilities. Also, if required, FBO shall maintain appropriate logs related to the inspection of the fuel facilities and shall provide these logs for inspection by City personnel or regulatory agencies.
- g. FBO shall assist customers with fueling tasks during normal business hours and after normal business hours as needed.

**15. Maintaining the Facility.**

- a. FBO shall monitor all aspects of the Airport Facility and operations of the airport. As needed, FBO shall notify City, via email or written work order request, when repairs and or maintenance is required at the Facility. Once notified, City shall attempt to remedy the reported issues as soon as practically possible. Notifications to the City shall be through the Airport Manager or his designee.
- b. The City agrees to provide maintenance services for the Facility as follows:
  - i. Mowing, sanitation services, maintenance services for facility buildings and equipment.
  - ii. Maintenance of fuel tanks and related pump and credit card machinery.
  - iii. Maintenance of electronic computer or other electronic equipment owned by the City.
  - iv. Maintenance of Unicom and other radio and weather systems.
  - v. Maintenance of taxiways, aprons, runway, parking lots, navigation lights, navigation beacons.
  - vi. Maintenance of other parts of Facility as needed, as controlled by the City.

**16. Fees Associated with Airport Runway, Taxiway, Aprons**

- a. There shall be no landing fees charged for use of Facility.
- b. FBO may charge a monthly fee for aircraft which are tied down or parked on the Apron of the Facility. Such revenue for tie down or parking services may be retained by FBO. FBO shall post a schedule of fees easily seen by users of the Facility. Fees for tie down services shall be:
  - i. Aircraft utilizing tie down straps and anchors, a minimum of \$2.00 per day for single or twin engine aircraft, not to exceed \$25.00 per day.
  - ii. FBO shall provide appropriate tie down straps, in a sufficient quantity, to be utilized by airport customers.
  - iii. FBO shall be responsible for the collection of tie down or parking fees.
- c. Overnight Hangar Storage. If hangar space is available, FBO shall provide overnight hangar storage for transient aircraft and shall be allowed to charge a minimum fee of \$25.00 per night. FBO shall retain all overnight storage fees.

**17. Other Requirements of the City.**

- a. City shall maintain general liability insurance for the Facility.
- b. City shall maintain building insurance on all City owned buildings at the Facility. FBO may purchase content insurance to cover items owned by the FBO.
- c. City shall provide general janitorial supplies and light bulbs for the terminal building. FBO shall be responsible for the security of these items at the Facility.
- d. City shall provide suitable furniture for the terminal building. FBO shall ensure furniture is cared for and maintained.

- e. City shall furnish a courtesy vehicle(s) for use by pilots or crew members utilizing the Facility.
18. **Notices.** Whenever notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall wither be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:
- |  |  |
|--|--|
| <p><u>If to the City:</u><br/> City of Sallisaw<br/> Attention: City Manager<br/> P.O. Box 525<br/> Sallisaw, OK 74955</p> | <p><u>If to the FBO:</u><br/> Tom Haning<br/> T3Aerosports, LLC<br/> On File</p> |
|--|--|
19. **Choice of Law.** This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
20. **Indemnification and Hold Harmless.** FBO shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of the FBO, its employees and agents, under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by FBO and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney’s fees, witness fees, and discovery costs. City will defend, hold harmless, and indemnity, to the extent required by the Governmental Tort Claims Act, FBO, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney’s fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City’s negligence or failure to perform obligations under this agreement.
21. **Relationship of Parties.** FBO enters into this Agreement, and shall continue to be, an independent contractor. All services shall be performed only by the FBO and FBO employees. Under no circumstances shall FBO, or any of the FBO’s employees, be entitled to any City benefits, including without limitation worker’s compensation, disability insurance, vacation or sick pay. FBO shall be responsible for providing, at their own expense, and in their name, unemployment, disability, workers compensation and other insurance.
22. **Severability.** If any one or more of the sections, sentences, clauses, or parts of this Agreement should be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
23. **Governmental Tort Claims Act.** By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act of the State of Oklahoma, do not waive sovereign immunity, any defenses, or any limitations of liability as may be

provided for by law. No provision of this Agreement modifies and /or waives any provision of the Local Governmental Tort Claims Act.

24. **Good Faith and Best Efforts.** City and FBO agree to perform their respective obligations under this Agreement in good faith and to use their respective best efforts to ensure that each obligation is performed in a timely manner.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 8<sup>th</sup> day of June, 2026.

**City of Sallisaw**

---

Marley Abell, Mayor

(Seal)

**ATTEST:**

---

Kim Jamison, City Clerk

Approved as to form:

---

Jordan Pace, City Attorney

**FBO Agreement between  
City of Sallisaw and Thomas Haning, d/b/a T3Aerosports, LLC**

Date: \_\_\_\_\_

**FBO**  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**FBO'S ACKNOWLEDGEMENT**

STATE OF OKLAHOMA            )  
  ) SS  
COUNTY OF SEQUOYAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Thomas B. Hanning, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Owner acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

\_\_\_\_\_, Notary Public

My commission expires: \_\_\_\_\_ Commission #: \_\_\_\_\_

LEASE AGREEMENT

**This agreement**, made and entered into on this the 1<sup>st</sup> day of July, 2026 to the 30<sup>th</sup> day of June, 2027, by and between the City of Sallisaw, Oklahoma, Party of the First Part, hereinafter called "Lessor" and DOCServices Inc. (DOCS) of Miami, Oklahoma, Party of the Second Part, hereinafter called "Lessee".

**WITNESSETH:**

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the lessor hereby leases, let and rents to the lessee the following described real estate situated in Sequoyah County, State of Oklahoma, to-wit:

The Senior Citizens Complex located at 115 West Redwood within the city park of the City of Sallisaw, Oklahoma, which is a part of the SE ¼ SW ¼ of Section 32, Township 12 North, Range 24 East.

To have and to hold the same for a period of one year from and after the date hereof unless sooner termination is provided herein.

**IT IS MUTUALL AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

It is understood and agreed that the Lessee shall use the building only for the purpose of a dining room and the kitchen for the Nutrition Project and other activities for Senior Citizens under Title IIIC and Title IIIB of the Americans Act of 1965 as amended, and shall not subject said premises or any part thereof and if the building ceases to be used for such purposes of said organization, then this lease shall automatically end.

At the termination of said lease the Lessee will return real estate to the possession of the Lessor with all improvements intact. All improvements made to the building shall not be removed at the termination of this lease. All improvements made by the Lessee shall be approved in advance by the Lessor in writing before said improvements are made. In addition, the Lessor will provide upkeep of the parking area and landscaping of the Senior Citizens Complex. Any equipment purchased with Title IIIB or IIIC program monies shall remain the property of the Lessee.

During the term of the lease, the Lessee will pay for the utilities at the regular rate and will maintain said building inside and out. The lessee will use all reasonable means to protect the building from damages and destruction.

The Lessor will carry such insurance on the building as it feels necessary, but in the case of the destruction of the building, the Lessor will not be required to replace said building, and if the building is destroyed by fire or windstorm, this lease shall terminate and the Lessor will not be required to pay Lessee anything for the termination of said lease.

**WITNESS** our hands and seals this 8<sup>th</sup> day of June 2026.

City of Sallisaw, Oklahoma

By: \_\_\_\_\_  
Marley Abell, Mayor

Attest:

\_\_\_\_\_  
Kim Jamison, City Clerk

(Seal)

DOCServices, Inc. (DOCS)

By: \_\_\_\_\_  
Executive Director

Approved as to form : \_\_\_\_\_  
City Attorney

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:**

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**ITEM TITLE:** Possible action on Memorandum of Understanding (MOU) between the Sallisaw NOW Coalition and the City of Sallisaw authorizing the City of Sallisaw to act as the fiscal agent

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:**

**EXHIBITS:** 1. MOU

**KEY ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDATION:**

## Memorandum of Understanding (MOU) between Coalition and The City of Sallisaw

This agreement between **Sallisaw NOW Coalition** and **The City of Sallisaw** shall be from 06/02/2026 until terminated by mutual agreement:

### RESPONSIBILITIES OF THE COALITION:

- a. Set policy for and oversee its own programs including goals and objectives in alignment with the CARA Program's Terms and Conditions.
- b. Participate, advise, and/or direct staff and volunteers, set goals and objectives for contract employees, and negotiate and make recommendations for contracts in collaboration with the grant recipient/legal applicant.
- c. Create, approve, and partner in the management of the CARA budget in compliance with grant requirements.
- d. Provide copies of all required documents to the grant recipient/legal applicant as requested.
- e. Reimburse grant recipient/legal applicant for any indirect or direct expenses incurred by the coalition with prior approval.
- f. Be solely responsible for liabilities arising out of its program and its interaction with program participants.

### RESPONSIBILITIES OF THE FISCAL AGENT:

- a. Provide the coalition staff with office space.
- b. Compile financial reports on a mutually agreed upon schedule and provide to coalition.
- c. Provide accounting services to prepare and distribute payroll, pay invoices, prepare and submit the appropriate forms for employment, wages and payroll taxes on behalf of the coalition.
- d. Negotiate and/or bid and approve contracts in collaboration with the coalition.
- e. Maintain all records pertaining to costs and expenses when reimbursement is claimed or payment is made and share such information with the coalition.
- f. Obtain Workman's Compensation Insurance and liability coverage for the coalition's employee.

Sallisaw NOW Coalition and The City of Sallisaw mutually agree to abide by all applicable federal and state anti-discrimination statues, regulations, policies, and procedures. This agreement shall be subject to all applicable provisions of state and federal law and regulations related to the delivery and funding of grant activities.

Lindsie Dyer

Official Coalition Representative's Name

Lindsie Dyer

Official Coalition Representative's Signature

6/3/2026

Date

Brian D Heverly

Authorized Organization Representative's Name

[Signature]

Authorized Organization Representative's Signature

6/2/26

Date

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Taser Purchase

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**ITEM TITLE:** Possible action on 2nd year payment in the amount of \$31,325.13 to Axon Enterprises, Inc. of Scottsdale, Arizona, in accordance with Contract Agreement, for the purchase of tasers for the Police Department

**INITIATOR:** Police Captains

**STAFF INFORMATION SOURCE:** Capatins

**BACKGROUND:** In October 2025, the Board approved a five-year agreement for the purchase of 26 tasers in the total amount of \$156,800.00. The structure of the agreement requires annual approval of payments for Years 2 through 5. This item represents the second-year payment under that contract.

**EXHIBITS:** 1. Axon Enterprises, Inc.

**KEY ISSUES:**

**FUNDING SOURCE:** GL #010-202-55523 - Police Sytems Services

**RECOMMENDATION:** Approval of Purchase Order No. ???? in the amount of \$31,325.13.



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-741260-45916TC

Issued: 09/16/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 110037

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Sallisaw Police Dept - OK 101 W Chickasaw Ave Sallisaw, OK 74955-4403 USA	Sallisaw Police Dept - OK 101 W Chickasaw Ave Sallisaw OK 74955-4403 USA Email:	Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Tucker Martens Phone: (918) 315-8356 Email: tmartenspd@sallisawok.org Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	\$156,800.50
<b>ESTIMATED TOTAL W/ TAX</b>	\$156,800.50

**Discount Summary**

Average Savings Per Year	\$16,935.95
<b>TOTAL SAVINGS</b>	\$84,679.73

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2025	\$31,500.00	\$0.00	\$31,500.00
Oct 2026	\$31,325.13	\$0.00	\$31,325.13
Oct 2027	\$31,325.13	\$0.00	\$31,325.13
Oct 2028	\$31,325.12	\$0.00	\$31,325.12
Oct 2029	\$31,325.12	\$0.00	\$31,325.12
<b>Total</b>	<b>\$156,800.50</b>	<b>\$0.00</b>	<b>\$156,800.50</b>

Quote Unbundled Price: \$241,480.10  
 Quote List Price: \$178,175.30  
 Quote Subtotal: \$156,800.50

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	60	\$148.91	\$108.33	\$97.00	\$151,320.00	\$0.00	\$151,320.00
<b>A la Carte Hardware</b>									
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2			\$240.25	\$240.25	\$480.50	\$0.00	\$480.50
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
<b>Total</b>							<b>\$156,800.50</b>	<b>\$0.00</b>	<b>\$156,800.50</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	26	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	520	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/01/2025

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	10/01/2025
A la Carte	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/01/2029

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	26	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	26	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	26	11/01/2025	10/31/2030

**Services**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE			
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION			
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1		
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1		

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	26	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030

### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	101 W Chickasaw Ave	Sallisaw	OK	74955-4403	USA
2	101 W Chickasaw Ave	Sallisaw	OK	74955-4403	USA

### Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$200.89	\$0.00	\$200.89
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$803.57	\$0.00	\$803.57
Year 1	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$96.53	\$0.00	\$96.53
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,399.01	\$0.00	\$30,399.01
<b>Total</b>				<b>\$31,500.00</b>	<b>\$0.00</b>	<b>\$31,500.00</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 2	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.25	\$0.00	\$30,230.25
<b>Total</b>				<b>\$31,325.13</b>	<b>\$0.00</b>	<b>\$31,325.13</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 3	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.25	\$0.00	\$30,230.25
<b>Total</b>				<b>\$31,325.13</b>	<b>\$0.00</b>	<b>\$31,325.13</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 4	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.24	\$0.00	\$30,230.24
<b>Total</b>				<b>\$31,325.12</b>	<b>\$0.00</b>	<b>\$31,325.12</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$199.78	\$0.00	\$199.78
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$799.11	\$0.00	\$799.11
Year 5	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	\$95.99	\$0.00	\$95.99
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	26	\$30,230.24	\$0.00	\$30,230.24

Oct 2029

Invoice Plan

Total

Item

Description

Qty

Subtotal

Tax

Total

\$31,325.12

\$0.00

\$31,325.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

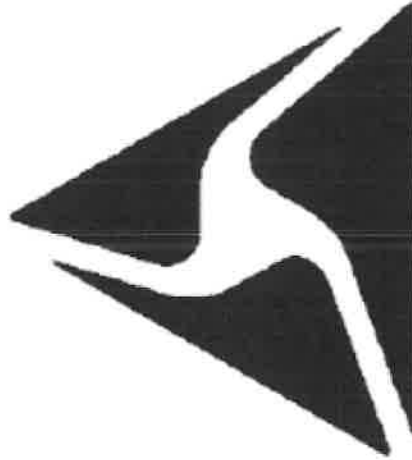
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/16/2025



**AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE  
2026-2027**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Eastern Oklahoma Library System (the “System”) and the City of Sallisaw (the “City”) to set forth all rights and obligations of the parties with respect to the Stanley Tubbs Memorial Library Library (the “Library”).

**WITNESSETH:**

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

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

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

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

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

**WHEREAS**, the City will include estimated appropriations within its 2026-2027 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

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

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

**A. The City of Sallisaw Obligations:**

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

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

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

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

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

**B. Eastern Oklahoma Library System's Obligations:**

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

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

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

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

**C. Further Mutually Understood And Agreed:**

1. That title to all real estate and the improvements thereon, which are the subject of this agreement, shall remain in the City and shall not be affected by this agreement; and
2. That the City maintains the right to enter the Library at any time during normal business hours of the Library for the purpose of making inspections of the premises; and
3. The System will have the right and privilege, subject to prior written approval of the Town, to perform nonstructural redecoration and remodeling to the Library from time to time as it sees fit; and
4. The System represents and agrees it is the System's policy, and shall remain the System's policy, to operate the Library so as not to discriminate against any employee, applicant for employment, or user of public services provided by the System based on race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, pregnancy, military status, or on any basis protected by federal or state laws; and
5. The term of this agreement shall be July 1, 2026, through June 30, 2027, and renew annually unless one of the parties provides written notice as outlined in C6 of this contract.
6. This agreement may be terminated by either party upon ninety (90) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and forty-five (45) days within which to correct the fault. This Agreement may be terminated with or without cause upon giving 120 days written notice to the other party.
7. Upon the expiration or termination of this agreement, to peaceably quit and surrender possession to the City of the Library facility, fixtures, equipment, and library materials owned by the City in as good a condition as reasonable use and wear thereof would permit in accordance with Oklahoma Statute 65, 4-105 Paragraph 12c.

**D. Agreement and Amendments:**

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

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

**E. Notices:**

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

City:

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

The System:

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

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

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

ATTEST:

CITY OF SALLISAW, OKLAHOMA

\_\_\_\_\_  
KIM JAMISON, CITY CLERK

By \_\_\_\_\_  
MARLEY ABELL, MAYOR

REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

BOARD OF TRUSTEES OF THE EASTERN  
OKLAHOMA LIBRARY SYSTEM

\_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
CHAIR, BOARD OF TRUSTEES

**RESOLUTION NO. 2026-07**

**RESOLUTION OF LEASE RENEWAL**

**WHEREAS**, on the 15<sup>TH</sup> day of November 2022 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2020 Peterbilt Model 520 Side Load Sanitation Truck,  
SN: 3BPDL70X4LF105225**

**WHEREAS**, the expiration date of aforesaid Lease Agreement is June 30, 2026, unless extended in the manner provided in said Lease Agreement, and

**WHEREAS**, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

**WHEREAS**, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Board of City Commissioners and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

**WHEREAS**, all monthly rentals due under the Lease Agreement have been fully paid;

**NOW, THEREFORE**, upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon a vote carried.

**BE IT RESOLVED;**

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

**APPROVED** this 8<sup>th</sup> day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

\_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

(SEAL)

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**NATIONAL BANK OF SALLISAW**

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

(SEAL)

**RESOLUTION NO. 2026-08**

**RESOLUTION OF LEASE RENEWAL**

**WHEREAS**, on the 15<sup>th</sup> day of November 2018 a certain lease agreement was made and entered into by and between **FIRSTAR BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**Lots 1, 2 and 3, Block 20 of the Original Town of Sallisaw, LESS the West 115 feet of Lot 3, Block 20, Original Town of Sallisaw; 101 & 103 North Wheeler**

**WHEREAS**, the expiration date of aforesaid Lease Agreement is June 30, 2026, unless extended in the manner provided in said Lease Agreement, and

**WHEREAS**, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

**WHEREAS**, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Board of City Commissioners and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

**WHEREAS**, all monthly rentals due under the Lease Agreement have been fully paid;

**NOW, THEREFORE**, upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon a vote carried.

**BE IT RESOLVED;**

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

**APPROVED** this 8<sup>TH</sup> day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

\_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

(SEAL)

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**FIRSTAR BANK OF SALLISAW**

**By:** \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

(SEAL)

**RESOLUTION NO. 2026-09**

**RESOLUTION OF LEASE RENEWAL**

**WHEREAS**, on the 30<sup>TH</sup> day of September 2024 a certain lease agreement was made and entered into by and between **FIRSTAR BANK**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**One (1) 2024 CATERPILLAR 926 WHEEL LOADER  
SN: CAT00926LK8E00774**

**WHEREAS**, the expiration date of aforesaid Lease Agreement is June 30, 2026, unless extended in the manner provided in said Lease Agreement, and

**WHEREAS**, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

**WHEREAS**, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Board of City Commissioners and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

**WHEREAS**, all monthly rentals due under the Lease Agreement have been fully paid;

**NOW, THEREFORE**, upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon a vote carried.

**BE IT RESOLVED;**

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8<sup>th</sup> day of June, 2025.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
Marley Abell, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Jamison, City Clerk

(SEAL)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**FIRSTAR BANK**

By: \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary

(SEAL)

**RESOLUTION NO. 2026-10**

**RESOLUTION OF LEASE RENEWAL**

**WHEREAS**, on the 30<sup>TH</sup> day of December 2024 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2024 FREIGHTLINER M2 106 SIDE LOAD  
AUTOMATED SANITATION TRUCK  
C&C SN: 3ALACYFE0RDUP2527  
BODY SN: AU241000107562101**

**WHEREAS**, the expiration date of aforesaid Lease Agreement is June 30, 2026, unless extended in the manner provided in said Lease Agreement, and

**WHEREAS**, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

**WHEREAS**, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Board of City Commissioners and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

**WHEREAS**, all monthly rentals due under the Lease Agreement have been fully paid;

**NOW, THEREFORE**, upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon a vote carried.

**BE IT RESOLVED;**

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8<sup>th</sup> day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

(SEAL)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**National Bank of Sallisaw**

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

(SEAL)

**RESOLUTION NO. 2026-11**

**RESOLUTION OF LEASE RENEWAL**

**WHEREAS**, on the 4<sup>TH</sup> day of June 2025 a certain lease agreement was made and entered into by and between **NATIONAL BANK OF SALLISAW**, Sallisaw, Oklahoma and the **CITY OF SALLISAW**, Oklahoma, covering the following described property and referred to as equipment, to-wit:

**ONE (1) 2024 FREIGHTLINER M2 106 CAB & CHASSIS W/  
TYMCO 600 SWEEPER BODY  
C&C VIN: 3ALACXFC3SDWD6914  
SWEEPER BODY VIN: 202505SNT684108**

**WHEREAS**, the expiration date of aforesaid Lease Agreement is June 30, 2026, unless extended in the manner provided in said Lease Agreement, and

**WHEREAS**, it is the desire of the said Board of City Commissioners to renew, extend and revitalize said Lease Agreement and all of its terms and provisions, and

**WHEREAS**, funds sufficient to pay the rentals under said agreement are now or will be legally at the disposal of said Board of City Commissioners and the obligations created by the extension, renewal and revitalization of said agreement will not exceed the income and revenue provided for such purposes for such period of time; and

**WHEREAS**, all monthly rentals due under the Lease Agreement have been fully paid;

**NOW, THEREFORE**, upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon a vote carried.

**BE IT RESOLVED;**

That the Lease Agreement hereinafter referred to be and the same is hereby renewed, extended and revitalized, all in accordance with the provisions of Section 430.1 of Title 62 Oklahoma Statutes (2005), as amended, for the period commencing on the 1st day of July, 2026, and ending on the 30th day of June, 2027, unless prior to June 30, 2027, the rentals paid shall equal, but not exceed the purchase price of the real property as set forth in Paragraph 7 of the original Lease Agreement, in which event, the provisions of Paragraph 7 of the aforementioned Lease Agreement shall control.

APPROVED this 8<sup>th</sup> day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kim Jamison, City Clerk**

(SEAL)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**National Bank of Sallisaw**

By: \_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Secretary**

(SEAL)

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Law Enforcement Mutual Aid Agreement

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**ITEM TITLE:** Discussion and possible action on Items Related to a Law Enforcement Mutual Aid Agreement between the Sequoyah County Sheriff's Department and the City of Sallisaw

**INITIATOR:** Chief of Police

**STAFF INFORMATION SOURCE:** Chief of Police

**BACKGROUND:** The current agreement will expire on June 30, 2026. Approval will renew the interlocal agreement through June 30, 2027.

**EXHIBITS:**

**KEY ISSUES:** Current agreement expires June 30, 2026.

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** 1. Approval of Resolution 2026-12  
2. Approval of Law Enforcement Mutual Aid Agreement.

**RESOLUTION 2026-12**

**WHEREAS**, it is the responsibility of the Board of Commissioner’s of the City of Sallisaw, to ensure the public safety of the citizens of Sallisaw by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Sallisaw, by and through its municipal police department; and

**WHEREAS**, in order to ensure that preparation of the City of Sallisaw Police Department, a municipal law enforcement agency, will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Sallisaw; and

**WHEREAS**, the City of Sallisaw, has the authority to enter into an agreement under State Statue 74 O.S. 2001, Sections 1003,1004,1005, and 1221 as amended by Section 2, Chapter 485, O.S.L. 2002, of the Oklahoma Interlocal Cooperation Act; and

**WHEREAS**, the City of Sallisaw has an opportunity to enter into an interlocal mutual aid agreement with Sequoyah County, a political subdivision of the State of Oklahoma, by and through the Office of the Sequoyah County Sheriff, for mutual law enforcement which would serve the public purpose of the citizens of the City; and, the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City, desires to authorize the Chairman of the Board of Commissioners of the City of Sallisaw, Oklahoma, to enter into an interlocal law enforcement mutual aid agreement.

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

That the Chairman of the Board of Commissioners of the City of Sallisaw, Oklahoma, Marley Abell, is hereby authorized to enter into an interlocal mutual aid agreement with Sequoyah County, by and through the Office of the Sequoyah County Sheriff, on behalf of the City of Sallisaw, Oklahoma.

**ADOPTED THIS** 8th day of June, 2026, at a regular meeting of the governing body, in compliance with the Open Meeting Act of the State of Oklahoma.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**MARLEY ABELL, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**  
**[SEAL]**

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
SEQUOYAH COUNTY SHERIFF'S DEPARTMENT  
AND  
CITY OF SALLISAW**

**WHEREAS**, it is the responsibility of the governments of Sequoyah County, Oklahoma, and the subscribing law enforcement agency, City of Sallisaw, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Sequoyah County Sheriff Department or the subscribing law enforcement agency, City of Sallisaw, by and through its municipal police department; and

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Sequoyah and the participating municipality, City of Sallisaw; and

**WHEREAS**, Sequoyah County and the subscribing law enforcement agency, City of Sallisaw, have the authority to enter into an agreement under State Statute 74 O.S. 2001, Sections 1003,1004,1005, and 1221 as amended by Section 2 Chapter 485, O.S.L. 2002, the Oklahoma Interlocal Cooperation Act;

**NOW, THEREFORE, BE IT KNOWN** that Sequoyah County, a political subdivision of the State of Oklahoma, and the undersigned municipal political subdivision of the State of Oklahoma, City of Sallisaw, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement and/or Interlocal Cooperation Agreement.
2. Joint Administrators: The Sheriff of Sequoyah County, under direction and approval of the Sequoyah County Board of Commissioners, and the Police Chief of the City of Sallisaw, under direction and approval of the City of Sallisaw Board of Commissioners, shall be joint administrators to conduct the undertaking of this Agreement in accordance with the Interlocal Cooperation Act of the State of Oklahoma.
3. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement.
4. Definitions:
  - a. Chief Executive Official: Chairman of the Board of County Commissioners of Sequoyah County, who has the authority to contractually bind the agency and has executed this Agreement, and the Mayor of the participating municipality, City of Sallisaw, upon approval of the governing body of each governmental entity have executed this agreement. Subsequent to the execution by the executive officials, this Agreement shall be filed with the County Clerk of Sequoyah County, and the City Clerk of the respective political subdivision, City of Sallisaw.
  - b. Agency head: Either the Sheriff of the Sequoyah County Sheriff Department, or the Sheriff's designees; and the Chief of Police of the participating municipal law enforcement agency, City of Sallisaw, or the Chief's designees.

- c. Participating law enforcement agency: The police department of the municipality, City of Sallisaw, Sequoyah County, Oklahoma, that has approved and executed this Agreement.
- d. Certified law enforcement employee: Any law enforcement employee certified in the State of Oklahoma (CLEET).

## **SECTION I. TERMS AND PROCEDURES**

### **1. Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the Sheriff/police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

### **2. Powers, Privileges, Immunities, and Costs:**

- a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 74, Oklahoma Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
  - b. Each political subdivision participating will be responsible for their respective employees all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions under the provisions of this Mutual Aid agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
3. The **DEPARTMENT** and **COUNTY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **COUNTY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense

which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

4. Forfeitures: It is recognized that during the course of the operations of this Agreement, property subject to forfeiture, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. The participating agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement.

## **SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting, Sheriff or Chief of Police, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct

order of a superior officer of the requesting agency, then such rule regulation policy general order of procedure of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Sheriff and/or the Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Sheriff and/or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. an address where the complaining party can be contacted;
- c. the specific allegation; and;
- d. the identity of the employee(s) accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the requesting agency and the assisting agency for administrative review. Each agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employee(s) of the employing agency violated any such agency's policies or procedures.

### **SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A deputy sheriff or police officer of the participating law enforcement agency, City of Sallisaw, shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of this Mutual Aid Agreement entered into by the participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding law enforcement operations pursuant to the agreement.

The list includes, but is not necessarily limited to, dealing with the following:

#### Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Active Shooter in Schools in Sequoyah County.
6. Security and escort duties for dignitaries.

#### Operational:

7. Hostage and barricaded subject situations.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Transportation of evidence requiring security.
10. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
11. Any natural, technological or manmade disaster.
12. Emergency situations in which one agency cannot perform its functional objective.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol.
14. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
15. Terrorist activities including, but not limited to, acts of sabotage.
16. Escapes from or disturbances within detention facilities.

#### **SECTIONS IV. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Sheriff and Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communication instructions will be included in each request for mutual aid and the Sequoyah County Dispatcher or 911 Dispatch will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

#### **SECTION V. CONCURRENT JURISDICTION**

It is to the mutual benefit of the participating municipal agencies and the Sequoyah County Sheriff Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her

jurisdiction, and provided that, in the context of this Mutual Aid Agreement, “official business outside of his or her jurisdiction” shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of other municipalities which are not participating in this Mutual Aid Agreement, and/or areas in which the Sequoyah County Sheriff Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipality, City of Sallisaw, and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer, and has to enter the County to arrest offender. However, absent a search warrant concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

Prior to any officer taking enforcement action pursuant to either paragraph a. or b. above, the officer shall notify the designated officer of the jurisdiction in which the action shall be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.

- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VI. EFFECTIVE DATE**

This Agreement shall be in effect from July 1, 2026 through and including June 30, 2027.

#### **SECTION VII. RENEWAL, AMENDMENT AND/OR CANCELLATION**

This Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this agreement. Under no circumstances may this

Agreement be renewed, amended, or extended except in writing. This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

The City of Sallisaw hereby designates the personnel to participate in this Agreement as designated by the Chief of Police.

**Passed and approved** by the Board of City Commissioners of the City of Sallisaw, Oklahoma, on the 8th day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

**BY:** \_\_\_\_\_  
**Marley Abell, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**  
(SEAL)

\_\_\_\_\_  
**JOHN OWENS, Chief of Police**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**JORDAN PACE,**  
**Sallisaw City Attorney**

**Passed and approved** by the Sequoyah County Board of Commissioners on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**CHAIRMAN,**  
**Board of Commissioners, Sequoyah County,**  
**Oklahoma**

**ATTEST:**

\_\_\_\_\_  
**JULIE HAYWOOD, County Clerk**  
**Sequoyah County, Oklahoma**

**Approved, entered into and executed** by the Sheriff of Sequoyah County, on this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**LARRY LANE, Sheriff**  
**Sequoyah County, Oklahoma**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**JACK THORP, District Attorney**  
**District Attorney, District 27**

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF OKLAHOMA, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**GENTNER DRUMMOND, Attorney General**  
**Attorney General, State of Oklahoma**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Hospital Sales Tax Agreement

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**ITEM TITLE:** Discussion and possible action on Resolution 2026-13; *A Resolution Approving Renewal of Sales Tax Agreement with Sequoyah County-City of Sallisaw Hospital Authority*

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** The current agreement with Sequoyah County-City of Sallisaw Hospital Authority expires on June 30th. Approval of this item will renew the agreement for the next fiscal year.

**EXHIBITS:** 1. City.Resolution.26.13.sales tax.hospital

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval of Resolution No. 2026-13.

**RESOLUTION 2026-13**

**A RESOLUTION APPROVING RENEWAL OF SALES TAX AGREEMENT WITH SEQUOYAH COUNTY - CITY OF SALLISAW HOSPITAL AUTHORITY**

**WHEREAS**, a Sales Tax Agreement between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer to Sequoyah County - City of Sallisaw Hospital Authority the excess of proceeds of sales tax levied remaining after the expenditure of funds by the City as identified in the Sales Tax Agreement dated February 1, 2025; and

**WHEREAS**, the Authority and the City desire to renew such Sales Tax Agreement for a successive annual period, commencing July 1, 2026 and ending June 30, 2027.

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

**SECTION 1:**

The Sales Tax Agreement, and any assignment thereof, between the Sequoyah County - City of Sallisaw Hospital Authority and the City pursuant to which the City has agreed, subject to the restrictions and conditions therein contained, to transfer the excess of proceeds of the sales tax levied remaining after the expenditure of fund by the City identified in the Sales Tax Agreement dated February 1, 2025, is hereby approved for a successive annual period, commencing July 1, 2026, and ending June 30, 2027, by the Board of Commissioners of the City of Sallisaw, Oklahoma, the governing body of said City.

**PASSED AND APPROVED THIS** 8th day of June, 2026.

**CITY OF SALLISAW, OKLAHOMA**

**By:** \_\_\_\_\_  
**MARLEY ABELL, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, City Clerk**

**[S E A L]**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Workers' Compensation Insurance

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**ITEM TITLE:** Discussion and possible action on FY 2026-2027 Oklahoma Municipal Assurance Group (OMAG) Invoice for renewal of Workers' Compensation Insurance in the Amount of \$319,674.00, paid quarterly, and Escrow Use Form

**INITIATOR:** City Manager  
City Clerk

**STAFF INFORMATION SOURCE:** City Manager  
City Clerk

**BACKGROUND:** Our Workers' Comp Insurance is provided by the Oklahoma Municipal Assurance Group (OMAG). The annual premium for FY 2026-2027 is \$319,674.00, paid quarterly.

Our current escrow balance is \$413,651.54.

**EXHIBITS:** 1. Sallisaw WCV140025610 Invoice 20260602  
2. WC Escrow Use Form

**KEY ISSUES:** None

**FUNDING SOURCE:** General Fund #010-51105.

**RECOMMENDATION:** Approval of FY 2026-27 Workers' Comp invoice in the amount of \$319,674.00, and escrow use form.



Date of Invoice: 6/2/2026

## INVOICE-Workers' Compensation Aggregate Deductible Plan

<b>Mail To:</b> City of Sallisaw P.O. Box 525 Sallisaw, OK 74955-0525	<b>Insured:</b> City of Sallisaw <b>Policy No.:</b> WCV140025610 <b>Effective Date:</b> 7/1/2026 <b>Expiration Date:</b> 7/1/2027
--	--

Inst. No.	Date	Transaction Type	Amount
1	6/2/2026	Renewal	\$79,918.50

Est. Annual Premium: \$139,316.00 Loss Fund Aggregate Ded. Amt: \$141,100.00 OMAG Admin. Fee: \$39,258.00 Total Premium: \$319,674.00 Total Policy Balance Before Payment: \$319,674.00	<b>Current Amount Due:</b> \$79,918.50  <b>Payment Due By:</b> 7/1/2026
---	---

**Thank you for your business. If you have questions about your account, please call 1-800-234-9461 or 405-657-1400.**

Detach along the perforation below. Keep top portion for your records.

-----  
 Return bottom portion with your remittance.

Policy Number: WCV140025610 Insured Name: City of Sallisaw Invoice Number: 34717	Amount Due: \$79,918.50 Payment Due By: 7/1/2026
--	---

PLEASE REMIT PAYMENT TO:

OMAG

P. O. Box 3091

Edmond, OK 73083

2026-2027 Escrow Use Form for City of Sallisaw

This form indicates the Escrow Balance in your account. Any interest that has accrued has been added to the Escrow Balance. Use this form to indicate if escrow is to be applied to premium. If Escrow is being used, please include a copy of board/council minutes with this form.

**ESCROW** (including any interest credit) . . . . . \$ 413,651.54

Select and initial the appropriate box below and enter the dollar amount to be applied to premium (if one appears).

\_\_\_\_\_ 1. We will use \$ \_\_\_\_\_ of our Escrow Credit to reduce our 2026-2027 premium for the Workers' Compensation renewal. NOTE: A copy of the board/council minutes is required.

\_\_\_\_\_ 2. We will not use our Escrow Credit to reduce our 2026-2027 premium for the Workers' Compensation renewal.

If you choose to not use Escrow to reduce your premium, the premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual, and quarterly.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name and Title**

**NOTE: THIS FORM MUST BE SIGNED AND RETURNED TO OMAG.**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Itinerant Vendors

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**ITEM TITLE:** Discussion and possible action on Ordinance No. 2026-11; *An Ordinance Amending Chapter 22, Article V, of the Sallisaw Code of Ordinances by repealing Section 22-139 of Chapter 22, Article V by adopting and enacting a new Section 22-139 of Chapter 22, Article V to the Sallisaw Code of Ordinances and declaring an emergency (itinerant vendor)*

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Approval will remove the exemption related to firework stands. Any party selling fireworks will be required to obtain an itinerant vendors license.

**EXHIBITS:** 1. ORDINANCE 2026-11.AMEND.ITINERANT

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** a. Approval of Ordinance No. 2026-11.  
b. Approval of Emergency Clause.

**ORDINANCE NO. 2026-11**

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE V, OF THE SALLISAW  
CODE OF ORDINANCES BY REPEALING SECTION 22-139 OF CHAPTER 22,  
ARTICLE V BY ADOPTING AND ENACTING A NEW SECTION 22-139 OF  
CHAPTER 22, ARTICLE V TO THE SALLISAW CODE OF ORDINANCES AND  
DECLARING AN EMERGENCY**

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

**SECTION 1.**

That Section 22-139 of the Sallisaw Code of Ordinance be amended by repealing and striking the same and enacting the following sections, to wit:

Section 22-139      License Exemptions

The following types of vendors shall be exempt from the license requirements of this Article:

- A. Citizens engaging in garage sales conducted in a residential or agricultural zoned district. (Reference Section 22-101 of the Sallisaw Code of Ordinances)
- B. Those engaging in sales for non-profit organizations where the sale is conducted on commercial property.
- C. Vendors participating in licensed/approved special events.
- D. Those who sell handcrafted furniture, artworks, crafts, fruits, vegetables and food products at a recognized farmer's market.
- E. Food trucks and food trailers directly connected to city metered electric and/or water utilities where deposits and applications have been properly made. If food trucks and food trailers operate in a location where electric and water are paid by the property owner, the food trucks and food trailers must furnish a lease agreement between them and the property owner, otherwise an Itinerant Vendor License shall be required.
- F. Any general sale, fair, auction, or bazaar/ fair sponsored by any church or religious organization or school.
- G. Any individual delivering food. However, such individuals must be an employee at a licensed merchant or licensed by a delivery service.

**SECTION 2.**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 3.**

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of this conflict.

**SECTION 4.**

The City Clerk is hereby directed to enter and amend the Sallisaw Code of Ordinances by adding new Section 22-139 in Article V, of Chapter 22, in its appropriated place to the Sallisaw Code of Ordinances, as authorized and approved by this Ordinance.

**SECTION 5.**

**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 8<sup>th</sup> day of **June 2026**.

**CITY OF SALLISAW, OKLAHOMA**

By: \_\_\_\_\_  
**MARLEY ABELL, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KIM JAMISON, CITY CLERK**

[SEAL]

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**JORDAN PACE, CITY ATTORNEY**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Building Demo

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**ITEM TITLE:** Discussion and possible action on Purchase Order No. 109000, issued to RTTC Construction, LLC of Sallisaw, Oklahoma, in the amount of \$34,810.00 for demolition and removal of the buildings at 107 and 111 E. Choctaw Ave

**INITIATOR:** Community Development Director  
City Manager

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Approval will allow for the demo of the vacant city-owned buildings to the east of City Hall.

**EXHIBITS:**

1. Quotation Sheet next to City Hall 2026
2. City of Sallisaw City Hall demo
3. Est\_22047\_from\_Cullum\_Equipment\_Services\_Inc.\_4048
4. Jim Bray-Next to city hall
5. Sallisaw 107 E Choctaw 031425
6. Sallisaw 111 E Choctaw 031425
7. Demolition App State Choctaw Buildings

**KEY ISSUES:**

**FUNDING SOURCE:** #030-100-57101 - Choctaw Building Demo

**RECOMMENDATION:** Approval of purchase order no. 109000 in the amount of \$34,810.00





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

<b>DATE: 3/26/2026</b>
<b>Quote</b>

<b>Customer</b>
Name: City of Sallisaw
Address: 115 E Choctaw Ave, Sallisaw, OK 74955
Phone #: 918-775-6241

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Demoing 2 buildings on the west side of City Hall</b>	
Mobilization fee, job will require 2 excavators and a skid steer	\$3,000
Demoing and loading out buildings on west side of city hall	\$10,000
Jackhammering and removing 2,500 sq ft of concrete under structures at \$4.50 per sq ft	\$11,250
6 dump trucks for 8 hours a day at \$110 per hours for 2 days	\$10,560

**TOTAL: \$ 34,810**

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**



# Custom Bid

Date	Estimate #
5/1/2026	22047

**108329 S 4673 RD Sallisaw, OK 74955**

**Phone 918 775 2878 Cell 918-776-7042**

City of Sallisaw  
 115 E. Choctaw  
 Sallisaw, OK 74955

Project
Building on Elm Street

Description	Loads	Rate	Total
Removal of two buildings adjacement and west of City Hall on E. Choctaw Ave. Haul off all debris to City Landfill and clean up site		35,000.00	35,000.00
		<b>Total</b>	<b>\$35,000.00</b>

# ESTIMATE

Jim Bray Plumbing  
1012 W Clarks Chapel Rd  
Greenwood, AR 72936-9166

jimbrayplumbing@gmail.com  
+1 (479) 769-0472



**Bill to**  
**Keith Miller**  
**City of Sallisaw**

### Estimate details

Estimate no.: 1261  
Estimate date: 11/06/2025  
Expiration date: 12/05/2025

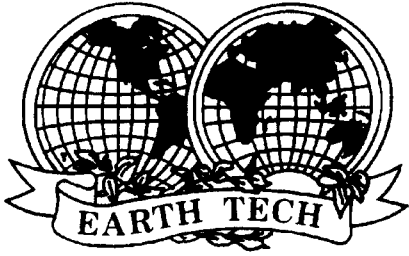
#	Description	Qty	Amount
1.	This is a Quote to tear down Two (2) buildings beside city hall in Sallisaw Oklahoma. The buildings and slabs will be removed. The city has agreed to let the Contractor dump in the City Landfill at NO COST. The Contractor will dig up and cap the sewer line for the building. The City is responsible for disconnecting all utilities from the building.	1	\$50,000.00

**Total** **\$50,000.00**

Expiry date 12/05/2025

Accepted date

Accepted by



3/14/2025

City of Sallisaw  
115 E Choctaw  
PO Box 525  
Sallisaw, OK 74955

Project: 107 E Choctaw, Sallisaw, OK

Dear Sir:

An asbestos survey was performed at the above location. The only material where asbestos was detected was within floor mastic and 9x9 entry tile. These materials do not require abatement prior to demolition under current Oklahoma Asbestos Rules.

If during the course of demolition or remodel any additional suspect materials are discovered, work shall cease until the materials can be identified.

The laboratory report is attached with this letter.

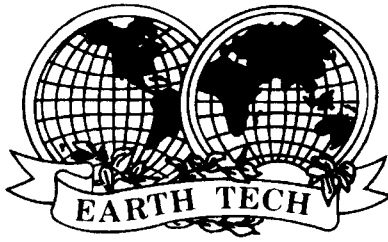
If you have any questions please feel free to contact us.

Thank you,

A handwritten signature in cursive script that reads "Daryl L. Lessin". The signature is written in black ink and is positioned below the typed name.

Daryl L. Lessin  
Management Planner #133585  
Exp: 7/17/2025

Earth Tech Enterprises, Inc.  
5409 E 15<sup>th</sup> St  
Tulsa, OK 74112  
918-712-9163



03/14/2025

City of Sallisaw  
 115 E. Choctaw  
 PO Box 525  
 Sallisaw, OK 74955

Project: 107 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0101 Entryway – 9x9 Floor Tile	Gray	5% Chrysotile	95% Non Fibrous Material
0102 Entryway – 9x9 Floor Tile	Gray	5% Chrysotile	95% Non Fibrous Material
0103 Entryway – 9x9 Floor Tile	Gray	5% Chrysotile	95% Non Fibrous Material
0201 Mastic	Black	None Detected	3% Cellulose 97% Non Fibrous Material
0202 Mastic	Black	None Detected	3% Cellulose 97% Non Fibrous Material
0203 Mastic	Black	None Detected	3% Cellulose 97% Non Fibrous Material
0301 Drywall	White	None Detected	10% Cellulose 90% Gypsum
0302 Drywall	White	None Detected	10% Cellulose 90% Gypsum

Earth Tech Enterprises, Inc.  
 5409 East 15th Street  
 Tulsa, OK 74112  
 918-712-9163

Project: 107 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0303 Drywall	White	None Detected	10% Cellulose 90% Gypsum
0401 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
0402 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
0403 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
0501 Plank Flooring	Gray	None Detected	100% Vinyl
0502 Plank Flooring	Gray	None Detected	100% Vinyl
0503 Plank Flooring	Gray	None Detected	100% Vinyl
0601 Duct Insulation	Yellow	None Detected	100% Fibrous Glass
0602 Duct Insulation	Yellow	None Detected	100% Fibrous Glass
0603 Duct Insulation	Yellow	None Detected	100% Fibrous Glass
0701 Wire Coating	Black/Silver	None Detected	50% Cellulose 50% Fibrous Glass
0702 Wire Coating	Black/Silver	None Detected	50% Cellulose 50% Fibrous Glass
0703 Wire Coating	Black/Silver	None Detected	50% Cellulose 50% Fibrous Glass

Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163

Project: 107 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0801 Pipe Insulation	Orange	None Detected	100% Fibrous Glass
0802 Pipe Insulation	Orange	None Detected	100% Fibrous Glass
0803 Pipe Insulation	Orange	None Detected	100% Fibrous Glass
0901 2x4 Ceiling Tile	White	None Detected	60% Cellulose 20% Fibrous Glass 20% Perlite
0902 2x4 Ceiling Tile	White	None Detected	60% Cellulose 20% Fibrous Glass 20% Perlite
0903 2x4 Ceiling Tile	White	None Detected	60% Cellulose 20% Fibrous Glass 20% Perlite
1001 1x1 Ceiling Tile	White	None Detected	100% Cellulose
1002 1x1 Ceiling Tile	White	None Detected	100% Cellulose
1003 1x1 Ceiling Tile	White	None Detected	100% Cellulose
1101 Ceiling Insulation	Brown	None Detected	100% Mineral Wool
1102 Ceiling Insulation	Brown	None Detected	100% Mineral Wool
1103 Ceiling Insulation	Brown	None Detected	100% Mineral Wool

Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163

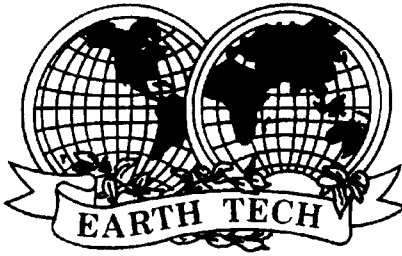
Project: 107 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
1201 Floor Mastic	Black	4% Chrysotile	3% Cellulose 93% Non Fibrous Material
1202 Floor Mastic	Black	4% Chrysotile	3% Cellulose 93% Non Fibrous Material
1203 Floor Mastic	Black	4% Chrysotile	3% Cellulose 93% Non Fibrous Material

I certify that the above samples were analyzed by Polarized Light Microscopy using the McCrone method of dispersion staining analysis.



Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163



3/14/2025

City of Sallisaw  
115 E Choctaw  
PO Box 525  
Sallisaw, OK 74955

Project: 111 E Choctaw, Sallisaw, OK

Dear Sir:

An asbestos survey was performed at the above location. No asbestos containing building materials were detected.

If during the course of demolition or remodel any additional suspect materials are discovered, work shall cease until the materials can be identified.

The laboratory report is attached with this letter.

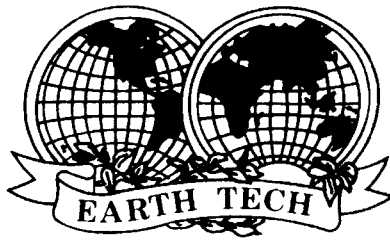
If you have any questions please feel free to contact us.

Thank you,

A handwritten signature in black ink that reads "Daryl L. Lessin". The signature is written in a cursive, flowing style.

Daryl L. Lessin  
Management Planner #133585  
Exp: 7/17/2025

Earth Tech Enterprises, Inc.  
5409 E 15<sup>th</sup> St  
Tulsa, OK 74112  
918-712-9163



03/14/2025

City of Sallisaw  
 115 E. Choctaw  
 PO Box 525  
 Sallisaw, OK 74955

Project: 111 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0101 Drywall	White	None Detected	10% Cellulose 90% Gypsum
0102 Drywall	White	None Detected	10% Cellulose 90% Gypsum
0103 Drywall	White	None Detected	10% Cellulose 90% Gypsum
0201 Wall Joint Compound	White	None Detected	2% Cellulose 98% Non Fibrous Material
0202 Wall Joint Compound	White	None Detected	2% Cellulose 98% Non Fibrous Material
0203 Wall Joint Compound	White	None Detected	2% Cellulose 98% Non Fibrous Material
0301 Plaster	Tan	None Detected	>95% Non Fibrous Material
0302 Plaster	Tan	None Detected	>95% Non Fibrous Material

Earth Tech Enterprises, Inc.  
 5409 East 15th Street  
 Tulsa, OK 74112  
 918-712-9163

Project: 111 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0303 Plaster	Tan	None Detected	>95% Non Fibrous Material
0401 2x4 Ceiling Tile	White/Yellow	None Detected	99% Fibrous Glass 1% Vinyl
0402 2x4 Ceiling Tile	White/Yellow	None Detected	99% Fibrous Glass 1% Vinyl
0403 2x4 Ceiling Tile	White/Yellow	None Detected	99% Fibrous Glass 1% Vinyl
0501 2x4 Ceiling Tile	White/Brown	None Detected	100% Cellulose
0502 2x4 Ceiling Tile	White/Brown	None Detected	100% Cellulose
0503 2x4 Ceiling Tile	White/Brown	None Detected	100% Cellulose
0601 Duct Insulation	Brown	None Detected	100% Fibrous Glass
0602 Duct Insulation	Brown	None Detected	100% Fibrous Glass
0603 Duct Insulation	Brown	None Detected	100% Fibrous Glass
0701 Pipe Insulation	Black	None Detected	100% Foam
0702 Pipe Insulation	Black	None Detected	100% Foam
0703 Pipe Insulation	Black	None Detected	100% Foam

Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163

Project: 111 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
0801 Bathroom – Sheet Flooring	Tan	None Detected	10% Fibrous Glass 40% Vinyl 50% Non Fibrous Material
0802 Bathroom – Sheet Flooring	Tan	None Detected	10% Fibrous Glass 40% Vinyl 50% Non Fibrous Material
0803 Bathroom – Sheet Flooring	Tan	None Detected	10% Fibrous Glass 40% Vinyl 50% Non Fibrous Material
0901 Rough Wall Texture	White	None Detected	>95% Non Fibrous Material
0902 Rough Wall Texture	White	None Detected	>95% Non Fibrous Material
0903 Rough Wall Texture	White	None Detected	>95% Non Fibrous Material
1001 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
1002 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
1003 Wall Joint Compound	White	None Detected	>95% Non Fibrous Material
1101 Drywall	White	None Detected	10% Cellulose 90% Non Fibrous Material
1102 Drywall	White	None Detected	10% Cellulose 90% Non Fibrous Material

Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163

Project: 111 E. Choctaw

<b>Sample No.</b>	<b>Color</b>	<b>Asbestos Content</b>	<b>Non Asbestos Content</b>
1103 Drywall	White	None Detected	10% Cellulose 90% Non Fibrous Material

I certify that the above samples were analyzed by Polarized Light Microscopy using the McCrone method of dispersion staining analysis.

*David L. Lusin*

Earth Tech Enterprises, Inc.  
5409 East 15th Street  
Tulsa, OK 74112  
918-712-9163

## NOTIFICATION OF DEMOLITION AND RENOVATION

Date Received					
I. Type of Notification (O=Original R=Revised C=Canceled)					
II. FACILITY INFORMATION (Identify owner, removal contractor, and other operator)					
Owner Name: City of Sallisaw					
Address: 115 E. Choctaw Ave.					
City: Sallisaw		State: OK	Zip: 74955		
Contact: Keith Miller			Tel: 918-790-7116		
Removal Contractor: RTTC Construction LLC					
Address: 466924 E 1055 Rd					
City: Sallisaw		State: OK	Zip: 74955		
Contact: Randall Capps			Tel: 918-774-2464		
Other Operator: Ted Capps					
Address: 466924 E 1055 Rd					
City: Sallisaw		State: OK	Zip: 74955		
Contact:			Tel: 918-776-4676		
III. TYPE OF OPERATION (D=Demo O= Ordered Demo R=Renovation E=Emer. Renovation) D					
IV. IS ASBESTOS PRESENT? (Yes/No) No					
V. FACILITY DESCRIPTION (Include building name, number and floor or room number)					
Bldg. Name: Vacant Building next to current City Hall.					
Address: 107-111 E. Choctaw Avenue					
City: Sallisaw		State: OK	County: Sequoyah		
Site Location: Same					
Building Size: 11,000		# of Floors: 1	Age (in years): 127 and 91		
Present Use:		Prior Use:			
VI. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL: Used Earth Tech Enterprises, LLC to evaluate structures with Polarized Light Microscopy using McCrone method.					
VII. NAME OF ACCREDITED INSPECTOR WHO PERFORMED INSPECTION AND SAMPLING, OKLAHOMA DOL LICENSE NUMBER:  Daryl L. Lessin #133585					
VIII. APPROXIMATE AMOUNT OF ASBESTOS INCLUDING:		RACM To Be Removed	Non-friable Asbestos Material To Be Removed		Indicate Unit of Measurement Below
1. Regulated ACM to be Removed 2. Category I ACM Not Removed 3. Category II ACM Not Removed			Category I	Category II	UNIT
Pipes				LnFt:	Ln M:
Surface Area				SqFt: 1000	Sq M:
Vol. RACM Off Facility Component				CuFt:	Cu M:
IX. SCHEDULED DATES ASBESTOS REMOVAL (MM/DD/YY) Start:			Complete:		
X. SCHEDULED DATES DEMO/RENOVATION (MM/DD/YY) Start: July 1, 2026			Complete: July 12, 2026		

XI. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED: Track hoes, loader and haul trucks.

XII. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION OR RENOVATION SITE: There is minimal to no asbestos in the report.

XIII. WASTE TRANSPORTER #1 Name: RTTC Construction LLC

Address: 108329 S 4673 RD

City: Sallisaw

State: OK

Zip: 74955

Contact Person: Randall Capps

Tel: 918 776-2464

WASTE TRANSPORTER #2 Name: Ted Capps

Address: 466924 E 1055 Rd

City: Sallisaw

State: OK

Zip: 74955

Contact Person: Gary Don Cullum

Tel: 918-776-4676

XIV. WASTE DISPOSAL SITE Name: Sallisaw Landfill

Address: 461902 E. 1101 Road

City: Gans

State: OK

Zip: 74955

Tel: 918-775-4127

XV. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE AGENCY BELOW:

Name:

Title:

Authority:

Date of Order (MM/DD/YYYY):

Date Ordered to Begin (MM/DD/YYYY):

XVI. FOR EMERGENCY RENOVATIONS:

Date and Hour of Emergency (MM/DD/YY):

Description of the sudden unexpected event:

Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden:

XVII. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER:

XVIII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ONSITE DURING THE DEMOLITION OR RENOVATION, AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS.

(Signature of Owner/Operator)

(Print Name)

(Date)

XIX. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT:

(Signature of Owner/Operator)

(Print Name)

(Date)

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Airport Hangar Lease

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**ITEM TITLE:** Discussion and possible action on Airport Lease Agreement Between Cody Stallings/Stalling Aircraft Propeller, LLC and the City of Sallisaw for lease of airport hangar

**INITIATOR:** City Manager

**STAFF INFORMATION SOURCE:** City Manager  
Airport FBO

**BACKGROUND:** Approval will allow Mr. Stallings to lease a T-hangar. The lease is for \$150.00 per month. The Lessee will be responsible for any utilities connected to the hangar. Lease is effective June 8, 2026 through June 30, 2027. Mr. Stallings has agreed to the terms and has signed his portion of the agreement.

**EXHIBITS:** 1. Cody Stallings Hangar Lease 2026.27

**KEY ISSUES:** None

**FUNDING SOURCE:** NA

**RECOMMENDATION:** Approval of the lease agreement with Mr. Cody Stallings

## AIRPORT HANGAR LEASE AGREEMENT

This lease made and entered into this 8<sup>th</sup> day of June, 2026 (lease date), by and between City of Sallisaw, a Municipal Corporation, LESSOR, and Cody Stallings/Stallings Aircraft Propeller, LLC of P.O. Box 109; Colt, Arkansas 72326, LESSEE.

1. **WITNESSETH**, that said **LESSOR**, in consideration of the covenants and agreements hereinafter set forth, hereby lease and let unto **LESSEE** a metal building, identified as Airport Hangar #1708, located at the Sallisaw Municipal Airport, Sallisaw, Oklahoma.
2. The Term of this Lease shall be from the lease date noted above to June 30, 2027, unless terminated sooner. It is further agreed by and between the parties hereto that this Lease can be canceled by either party by sixty (60) days written notice. The only exception as discussed in paragraph 5 of this contract.
3. **LESSEE**, in consideration of the premises herein set forth, agrees to pay to **LESSOR**, as rental for the above-described premise, the sum of One Hundred and Fifty Dollars (\$150.00) per month, payable in advance on or before the 1<sup>st</sup> day of each month. Any partial months will be prorated (\$150 divided by # of days in month x number of days occupied). A late fee will be assessed on the 10<sup>th</sup> day of the month in the amount of \$25.00 for any unpaid rent due. The lease payment may be made monthly or yearly. The lease amount of this hangar may be changed by the **LESSOR** upon a written 60-day notice.
4. **LESSEE** agrees the building leased shall be used for the storage of aircraft and shall be kept in a neat and orderly manner.
5. **LESSEE** agrees that if **LESSEE** ceases to store an aircraft in the leased hangar for a period exceeding six (6) months, **LESSOR** may cancel this lease immediately upon written notice to the **LESSEE**.
6. **LESSEE** agrees that all activities performed on this premise shall conform to Chapter 14, Aviation, of the Sallisaw Code of Ordinances.

7. **LESSEE** agrees to obtain any necessary permits, as required in Chapter 14, Aviation, of the Sallisaw Code of Ordinances.
8. All utilities provided to the hangar shall be the responsibility of the **LESSEE**.
9. If any improvements to the premises are needed or required those improvements to the said premises will be the sole responsibility of **LESSOR**, after being authorized by the **LESSOR**. At any time, **LESSEE** may submit a request for improvements to the **LESSOR** and **LESSOR** shall consider those improvements and perform the same if **LESSOR** sees a cost benefit and a list of the requested improvements. Any damage caused by the **LESSEE** shall be repaired and paid for by the **LESSEE** or billed to the **LESSEE**, for prompt payment, if repaired by the **LESSOR**. Damages repaired by the **LESSEE** shall meet the standards of the **LESSOR** and must be approved by the **LESSOR** prior to repairs being completed.
10. **LESSEE** further agrees:
  - a. The hangar door shall not be left open or unattended.
  - b. No signs shall be attached to the hangar.
  - c. No fueling of aircraft shall be performed within the hangar.
  - d. No hazardous or toxic materials shall be stored in the hangar.
  - e. Ramps or taxiways shall not be used as a parking space for vehicles. Only approved parking spaces shall be used.
  - f. No open flame heaters shall be stored or operated within the hangar.
11. At the end of this lease, or sooner termination thereof, **LESSEE** shall give peaceable possession of the premises to **LESSOR** in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. This Lease shall not be considered renewed except by written agreement of the parties.

The covenants and agreements of this Lease shall extend to and be binding upon the successors, heirs, and executors of the parties hereto.

Witness our hands and seals on this 8<sup>th</sup> day of June 2026.

<p><b>LESSOR:</b> <b>City of Sallisaw, A Municipal Corporation</b></p> <hr/> <p>Marley Abell, Mayor</p> <p>Attest:</p> <hr/> <p>Kim Jamison, City Clerk [Seal]</p>	<p><b>LESSEE:</b></p> <hr/> <p>Owner</p> <p>Cody Stallings/Stallings Aircraft Propeller, LLC</p> <hr/> <p>Name printed</p>
--	--

Approved as to Form:

\_\_\_\_\_  
Jordan Pace, City Attorney

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Master Fee Schedule

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**ITEM TITLE:** Discussion and possible action on Resolution 2026-14; *A Resolution Amending the Master Fee Schedule, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

**INITIATOR:** City Manager

**STAFF INFORMATION SOURCE:** City Staff

**BACKGROUND:** This is the Master Fee Schedule as briefed at the Budget Retreat. Added DiamondNet billing and Right of Way fees.

**EXHIBITS:** 1. BOCC.MFS.City Resolution 2026.14.final  
2. Master Fee Schedule DRAFT 27.1

**KEY ISSUES:** N/A

**FUNDING SOURCE:** NA

**RECOMMENDATION:** Staff recommends approval of Resolution 2026-14; Amending the Master Fee Schedule

**RESOLUTION NO. 2026-14**

**A RESOLUTION AMENDING THE MASTER FEE SCHEDULE, ESTABLISHING CERTAIN RATES AND FEES FOR THE CITY OF SALLISAW, AND SUPERSEDING PREVIOUS RESOLUTIONS**

**WHEREAS**, certain rates and fees of the Master Fee Schedule have previously been adopted by the Board of City Commissioners in prior resolutions; and

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

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

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

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

**Section 1:** The amendment to the Master Fee Schedule, as provided in Exhibit “A” attached hereto and incorporated herein by reference, is hereby adopted and shall be amended in its entirety to reflect the new version as attached to this resolution.

**Section 2:** That all provisions of any resolution of the Board of City Commissioners of the City of Sallisaw in conflict with the provisions of this resolution be repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**Section 3:** Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on July 1, 2026.

**PASSED AND APPROVED** by the Board of City Commissioners of the City of Sallisaw, Oklahoma on the 8<sup>th</sup> day of June 2026.

**CITY OF SALLISAW, OKLAHOMA  
BOARD OF CITY COMMISSIONERS**

By: \_\_\_\_\_  
Marley Abell, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Jamison, City Clerk  
[SEAL]

Exhibit A



**CITY OF SALLISAW**  
**MASTER FEE SCHEDULE**  
**EFFECTIVE July 1, 2026**

As adopted on **June 8, 2026** by the  
Board of City Commissioners  
and the  
Sallisaw Municipal Authority Board of Trustees

# Master Fee Schedule Table of Contents

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## Section 1. Administration and Business-Related Fees

Administration and Business-Related Fees	Rate	Rate Change	Note
Copy of requested records	\$0.25		Per page
Certified copy of records	\$1.00		Per page
Research/Compilation of Requested Records (1 <sup>st</sup> hour of work required is not chargeable)	City Cost (beyond 1hr @ 20\$/hr)	See ORR Policy	Admin surcharge based on additional "work hours" to produce requested material that is exceptionally disruptive to City operations
Incident Reports- Fire and Police	\$5.00		Each
Video Reproduction	\$50.00	\$25.00	Per video request
Copy of Municipal Code Book (must be ordered) City Ordinances Website Link: <a href="https://library.municode.com/ok/sallisaw/codes/code_of_ordinances">https://library.municode.com/ok/sallisaw/codes/code_of_ordinances</a>	\$25.00 + city costs		All city ordinances are available at the city website
Copy of City Municipal Budget Document (Bound copy)	\$25.00		Each
Copy of Municipal Budget Document (Electronic copy) City Budget Documents Website Link: <a href="http://www.sallisawok.org/129/Budget-Information">http://www.sallisawok.org/129/Budget-Information</a>	NC		No charge. Current and past budget documents can be obtained on city web site.
Copy of Annual Audit Document (Bound copy)	\$15.00		Each
Copy of Annual Audit Document (Electronic copy) City Audits Website Link: <a href="http://www.sallisawok.org/131/Financial-Statements-Audits">http://www.sallisawok.org/131/Financial-Statements-Audits</a>	NC		No charge. Current and past audits can be obtained on city web site.
<b>Additional fees may apply to ORRs—See ORR policy, 1.020.00</b>			
Alcohol Occupation Tax Fees / Permits Medical Marijuana Fees / Permits	<i>*See applicable City Ordinance*</i>		
Commercial Business License Fee	\$500.00	-	Per year
Adult Business License Fee	\$1000.00		Per Year
Transient Merchant/Itinerant Vendor License	\$20.00/ day \$230/month \$700/year		-Fees apply do NOT apply to food trucks -Exceptions per Chapter 22 Art V, code of ordinances -Fireworks stands must have Fire Inspection
Special Event Permit	\$20.00		Base fee for all special events
--alcohol surcharge	\$100.00		
--For-profit and Fundraising events surcharge	\$50.00		Any event where revenue is kept by vendors and/or a for-profit organization

## Section 2. Recreation and City Facility Rental Fees

Recreation and City Facility Rental Fees	Rate	Rate Change	Note
Civic Center Reservation Fee (Wheeler facility)	\$100.00		Per Event
McGee Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Sallisaw Creek Park Picnic Shelter Reservation Fee	NC		No fee, reservation required
Rodeo Arena Use Permit (Requires certificate of liability insurance)	\$350.00		Per event
Rodeo Arena Use (Non Profit) Proof of insurance and non-profit status required	NC		No Fee, reservation required
Athletic field key to lights	\$25.00		Deposit, to be returned upon return of key
City Municipal Swimming Pool Admittance Fee			
Children Under 2	FREE		
1 <sup>st</sup> child 2-12	\$3.00		
Per add'l children 2-12	\$2.00		
Per teenager 13-16	\$4.00		Children <16 must be accompanied by an adult
17+	\$5.00		
City Municipal Swimming Pool Season Pass –Single Person. NO REFUNDS	\$40.00		Per season
City Municipal Swimming Pool Season Pass. NO REFUNDS			
	\$80.00		1x Adult and 2x children (any age)
	\$15.00		Per additional child 2-12
	\$20.00		Per additional teenager 13-16
	\$40.00		Per additional 17+
City Municipal Swimming Pool Private Parties *Subject to availability of pool manager and minimum of two lifeguards. Only available on Tuesday, Wednesday and Thursday from hours of 6:00 to 8:00. Must be scheduled minimum 14 days in advance.	\$400.00		Per event. Maximum event length 2 hours.—Pool ONLY
Brushy Lake Pavilion Use (Reserved)	\$50.00		Per day
Brushy Lake Camp Site (March 1 thru October 31)	\$20.00		Per night
Brushy Lake Camp Site (November 1 thru February 28 or 29.	\$15.00		Per night

## Section 3. Utility Deposits

Residential Utility Deposits <sup>1</sup>	Rate	Rate Change	Note
Utility Deposit –Electric with or without other utility services	\$150.00		Per meter if multiple meters

Utility Deposit -Electric with or without other services and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$200.00		Per meter if multiple meters
Utility Deposit –Water, sewer, sanitation service only or combination of.	\$35.00		Per service
Utility Deposit –Water, sewer, sanitation service only or combination of and Online Utility Exchange Deposit Decision Red Light. (Online Utility Exchange red light identifies potential loss based on customer's previous credit history)	\$50.00		Per service
Utility Deposit –Vapor Light Service only (install fees still apply, refer to Section 4.1.1)	\$10.00		Per light

<sup>1</sup> Residential utility deposits may be waived or deferred based on customer payment history. Residential Deposits subject to be refunded based on approved city policy.

<b>Deposits Commercial Services</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Minimum Commercial Utility Deposit –Commercial accounts -Full Service	\$350.00		Minimum deposit for a commercial account
Commercial Master Water Meter for Apartment Complex -Water Service Only	\$75.00 per unit		Landlord pays water usage based on a master meter
<b>Commercial Deposits over \$350.00</b> Required Deposit: Deposit is equal to two (2) months bills based upon an estimated 12-month usage for the commercial establishment in question. History of prior occupancy of building may be used to estimate usage and determine deposit if business is of similar nature. If no history exists at location, deposit may be calculated based on other comparable customers or locations the city serves. This deposit may be adjusted up or down after a more accurate history has been recorded for a particular operation. Deposit may also be calculated based on the calculated electric load.	Maximum deposit: \$8,000.00		
Deposit - Commercial Water Service Only	Estimated monthly water costs x 2		Estimated water costs to be determined by city and customer. Deposit is subject to adjustment every 12 months based on usage.
<b>Deposits Industrial Services</b>			
Utility Deposit –Industrial Accounts	NA		Set by Contract
<b>Deposits (Other)</b>			
Residential Construction Poles/Temporary Use	\$175.00		Each
Commercial Construction Pole, Temporary Use	\$375.00		Each
Industrial Construction Pole, Temporary Use	\$525.00		Each

## Section 4. City Utility Rates and Fees

### Electric Services

Electric Connection Fees	Rate	Rate Change	Note
<b>Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portion of labor (15% does not apply to commercial transformers). Cost shall include all materials needed to complete connection.</b>			
<b>Security (Vapor) Light Rental and Installation</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Rate codes 1503, 1504, 1513, 1514 for 100/175 Watt security light	\$8.50	\$8.75	Each per month
Rate codes 1501, 1502, 1511 for 100/175 Watt (Shared lights, applies only to existing customers under rate codes 1501, 1502 and 1511 installed prior to September 1, 2008)	\$4.75	\$5.00	Each per month
Rate code 1516 Security Light 250 Watt	\$18.50	\$18.75	Each per month
Installation Charge, light only	\$135.00	\$150.00	Each, must be paid before installation
Installation charge for materials, light and pole	\$250.00	\$275.00	Each, must be paid before installation
<b>60-200 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)</b>			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
<b>225-400 AMP CALCULATED LOAD, SINGLE PHASE ELECTRIC SERVICE (Self Contained)</b>			
Self-Contained			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
Residential Underground	COST+15%		Each
Residential Aerial	COST+15%		Each
<b>200-400 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE</b>			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		
<b>400-1600 AMP CALCULATED LOAD, THREE (3) PHASE ELECTRIC SERVICE</b>			
Commercial Underground	COST+15%		Each
Commercial Aerial	COST+15%		Each
3-Phase Transformer (Based on city cost)	COST of transformer. Prepayment required based on cost of unit		

<b>All Other Material (COST determined by quotes at time of service request)</b>	COST +15%		
<b>Distributed Generation Application and Permit Fees</b>			
Interconnecting A Generating Facility Application Fee	\$325.00		Non-refundable
Permit for Distributed Generation Facility (Permit will not be issued until the Interconnecting A Generating Facility Application is reviewed and approved)	\$125.00		

### Sanitation Services

Sanitation Rates and Fees	Rate	Rate Change	Note
RSW-1, Residential Garbage per month	\$17.00 <i>Over 65 \$10.00</i>		First container
RSW-1, Residential Garbage per month	\$8.50		Each additional container
CSW-1, Commercial Garbage per month	\$20.00		First container
CSW-1, Commercial Garbage per month	\$15.00		Each additional container
Damaged Poly Cart	Cost +15%		Each
**CSW-3, Roll Off Container -20 CY (includes landfill fees, setting container, pick up and disposal of contents)	\$400.00		Per Setting, Prepaid
CSW-2, Dumpster Container (per cubic yard; once a week pick up)	\$6.00 \$10/ add'l pickup		

### Commercial Dumpster Per Cubic Yard Charges-Per Month

	Cubic Yards	Per week	Weeks Yr	Mths Year		
	1	1	52	12		
		1 TIME	2 TIMES	3 TIMES	4 TIMES	5 TIMES
CY	<b>\$ 5.00</b>	PER WEEK	PER WEEK	PER WEEK	PER WEEK	PER WEEK
1	1 Cubic Yard per month	\$ 21.67	\$ 43.33	\$ 65.00	\$ 86.67	\$ 108.33
2	2 Cubic Yards per month	\$ 43.33	\$ 86.67	\$ 130.00	\$ 173.33	\$ 216.67
4	4 Cubic Yards per month	\$ 86.67	\$ 173.33	\$ 260.00	\$ 346.67	\$ 433.33
6	6 Cubic Yards per month	\$ 130.00	\$ 260.00	\$ 390.00	\$ 520.00	\$ 650.00
8	8 Cubic Yards per month	\$ 173.33	\$ 346.67	\$ 520.00	\$ 693.33	\$ 866.67

Sanitation Rates and Fees. Grapple Truck	Rate	Rate Change	Note
Residential Curbside Pickup Minimum Charge	\$35.00 <i>Over 65 \$25.00</i>		"Curbie"-per pick up

Residential Curbside Pickup up to 10 CY CY= (Length x width x height)/27	\$35.00 per load		Size 10' length x 5' width x 5' tall
Residential Curbside Pickup 11 CY or More	<del>\$32.00 plus \$5.00</del> per additional CY over 10 CY	<del>\$35</del> +\$5 per CY over 10CY	
Commercial Curbside Pickup	Minimum of \$48.00 plus \$5.00 per CY		

## Landfill

Landfill Rates and Fees	Rate	Rate Change	Note
Municipal Solid Waste (MSW 1 & 10) (noncontracted)	\$41.00/ton		Per ton; min fee=1 ton-loads up to 1 ton pay minimum
<b>Construction/Demolition Waste</b>		<b>\$65/ton</b>	
Non Hazardous Industrial Waste (NHIW -15)	\$65.00		Per ton; min fee=1 ton
Non-Friable Asbestos	\$110.00		Per Ton
Contaminated Soil	\$45.00		Per ton; min fee=1 ton
Shingles	\$40.00		Per ton; min fee=1 ton
Shingle Pull Off, using dozer	\$45.00		Dozer pull off (9)
Shingle Pull Off, using excavator	\$75.00		Excavator pull off (12)
Shingle Pull Off, using backhoe	\$45.00		Backhoe pull off
Dead Animals (14)	\$60.00		Per ton; min fee=1 ton; call ahead for approval
Shredder Fluff (6)-No Contract	\$35.00		Per ton; min fee=1 ton
Chicken Waste (8)	\$190.00		Per load
Sludge Material from Wastewater Plants	\$35.00		Per ton; min fee=1 ton
State of Oklahoma Solid Waste Fee (SSF). This fee is charged on solid waste when applicable.	\$1.25		Per ton. This fee charged on solid waste when applicable
Penalty for nonpayment of landfill invoices	10% of unpaid balance		Applied monthly
Copy of Landfill Invoices (outside what is provided with statements).	Minimum charge of \$10.00 + \$0.25 per page		
<b>Tires and White Goods -- NO LONGER ACCEPTED</b>			

## Water Services

Water Service Tap Fees (All prices include tap and meter set)	Rate	Rate Change	Note
<b>Due to constant changes in cost of materials, all items in this section shall be charged at current cost plus 15% to cover portions of labor. Cost shall include all materials needed to complete connection.</b>			
Three Quarter (3/4) inch water tap	COST+15%		Each
One (1) Inch Water Tap	COST+15%		Each
Two(2) Inch Water Tap	COST+15%		Each
Three (3) Inch Water Tap	COST+15%		Each
Four (4) Inch Water Tap	COST+15%		Each
Six (6) Inch Water Tap	COST+15%		Each

Eight (8) Inch Water Tap	COST+15%		Each
Fire Line Tap 4x3 tap with valve	COST+15%		Each
Fire Line Tap 6x3 tap with valve	COST+15%		Each
Fire Line Tap 6x4 tap with valve	COST+15%		Each
Fire Line Tap 8x4 tap with valve	COST+15%		Each
Fire Line Tap 8x6 tap with valve	COST+15%		Each
Fire Line Tap 10x4 tap with valve	COST+15%		Each
Fire Line Tap 10x6 tap with valve	COST+15%		Each
Fire Line Tap 10x8 tap with valve	COST+15%		Each
Fire Line Tap 12x4 tap with valve	COST+15%		Each
Fire Line Tap 12x6 tap with valve	COST+15%		Each
Fire Line Tap 12x8 tap with valve	COST+15%		Each
Fire Line Tap 12x10 tap with valve	COST+15%		Each
Fire Line Tap 4x4 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 6x6 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 8x8 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 10x10 tap and valve (extension only)	COST+15%		Each
Fire Line Tap 12x12 tap and valve (extension only)	COST+15%		Each
<b>Bulk Water Sale Rates and Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Bulk Tank Fill -No meter, up to 1,000 gallons	\$45.00		Minimum
Plus per 1,000 gallons	\$8.00		
Bulk water sale with fire hydrant meter (Requires billing application to be completed)	\$50.00		Minimum each billing period
Plus per 1,000 gallons	\$8.00		
Fire Hydrant Water Meter Deposit (Requires billing application to be completed)	\$1,400.00		Deposit required for each meter. Must be returned operable for deposit refund

### Sewer Services

<b>Sewer Service Tap Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Sanitary Sewer Tap Inspection Fee	\$75.00		Each tap. New or Replacement, Residential or Commercial. Includes inspection
Sanitary Sewer Tap Inspection Fee (Industrial)	\$80.00		Each tap; Includes inspection
Private Sewage Disposal System Permit and Inspection Fee	\$125.00		Per system

## DiamondNet

DiamondNet Monthly Rates/fees (unless otherwise noted)	Rate	Rate Change	Note
<b>Internet-Residential</b>			
#1 ( <del>100mb</del> ) (250mb)	\$49.95		(246)
#2 (500mb)	\$74.95		(247)
#3 (1GB)	\$84.95		(248)
#4 (2.5GB)		\$109.95	(xxx)
Bark app (separate and a la carte from any plan)		\$10	(xxx)
Installation	FREE		
Calix Mesh Wi-Fi extender	\$4.95		Each, per month (624)
Custom Install Hourly Rate	\$45.00		(604)
Wall Fish (Fiber outlet installation)—Interior wall	\$59.95		(614)
Fiber outlet—Exterior wall	\$29.95		(602)
Maintenance plan (wear/tear damage “insurance”)	\$3.95		(615)
Service Call	\$29.95		Per call; Charged if customer at fault for issue, ie equipment abused, damaged, “customer install” (616)
NSF Returned Check Fee	\$25.00		Per returned payment (NSF)
Late Fee	1.5% of amount due		Charged monthly (LCG)
Reconnect Fee	\$25.00		Per instance (610)
<b>Internet-Commercial (NEW PRICING/PLANS TBD)</b>			
#1 (50mb)	\$64.95		
#2 (100mb)	\$79.95		
#3 (250mb)	\$159.95		
#4 (500mb)	\$399.95		
<b>Phone-Residential</b>			
Residential Unlimited. All features and unlimited LD	\$29.95		(TRU)
Residential Basic. All features with metered LD @ .02/min	\$20.95		(TRB)
Residential Life Line (bare line no features)	\$10.00		(TLL)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
<b>Phone-Commercial</b>			
Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$0.23		Each (TS7)
Business Advanced with Unlimited LD	\$35.95		(TLA)
Business Advanced with Metered LD .02/min	\$27.95		(TAM)

Business Basic Service with Unlimited LD	\$27.95		(TBU)
Business Basic Service with metered LD .02/min	\$22.95		Must purchase with 1 TAM package
Business Executive with Unlimited LD	\$45.95		(TLE)
Business Executive with Metered LD .02/min	\$35.95		(TEM)
Activation Fee (per line) One-time Fee	\$5.00		(TAC)
Business Call Path Local Metered LD .02/min	\$599.00		(TS3)
Ad Tran equipment, one time cost	\$500.00		
Installation, one time cost	\$349.00		

## Section 5. Utility Administration Fees

Utility Administration Fees	Rate	Rate Change	Note
REALTOR SHORT TERM CONNECT (RESIDENTIAL & SMALL COMMERCIAL REQUIRING METER INSTALL OR DISCONNECT AT METER CAN). 24 Hour electric and water connection (Applies to homes where utility connections are terminated and realtor wishes to show for sale)	\$50.00 per 24 hour period		Per 24 hour period not to exceed 5 days. No Account setup in UB. Requires signed service order
REALTOR SHORT TERM CONNECT (COMMERCIAL SERVICE REQUIRING POLE CONNECTION / DISCONNECTION). 24 Hour electric and water connection (Applies to commercial property where utility connections are terminated and realtor wishes to show for sale)	Base of \$275.00 plus \$50.00 per 24 hour period		Base required for electric department mobilization for connection and disconnection at pole. No Account setup in UB. Requires signed service order
Utility Reconnect Fee during normal business hours -Residential (8 AM-5 PM, M-F) Electric and/or Water	\$45.00		Per occurrence
Utility Reconnect Fee after normal business hours, weekends & holidays - Residential Electric and/or Water	\$60.00		Per occurrence
Utility Reconnect Fee-Electric crew required during normal business hours (8 AM-5 PM, M-F)	\$175.00		Per occurrence
Utility Reconnect Fee- Electric crew required after normal business hours, weekends & holidays	\$375.00		Per occurrence
Utility Transfer Fee -Applies to transfer of utility account to new service address	\$25.00		Per account
Return Check Fee, applies to all checks written to city	\$25.00 each		Will be applied to all dishonored negotiable instruments given in payment of utility bills (checks, money orders, account drafts, etc.)
Penalty on Unpaid Utility Accounts (Utility only)	10% of balance		
Cut Electric Meter Seal	\$25.00 each		

Electric Meter Test	\$25.00 each		(Independent test at customer's request, no charge if meter is defective)
Utility Account Collection Fee (Collected only if a delinquent account has been sent to a collection agency, collected in addition to the amount due on the utility account)	40% of total sent to collections.	30% of total sent to collections.	OK Title 11, Section 22-138. Includes unpaid utilities, unpaid fees, penalties, interest, court penalties, court costs, court fines.

## Section 6. Cemetery Fees

Cemetery Fees	Rate	Rate Change	Note
Space Purchase (grave plot)	\$250.00		Per space
Columbarium	<del>\$850.00</del>		Per niche with lettering
Columbarium	<del>\$625.00</del>	-	Per niche without lettering
Columbarium (urn niche)	\$625.00		Lettering, if desired, will be at cost plus \$10 and pre-paid prior to engraving
Grave Opening (Mon-Friday, 7:00 am to 4:00 pm)	\$300.00		
Grave Opening (Arriving after 4:00 pm M-F, or Saturday)	\$425.00		
Grave Opening (Sunday and Holiday)	\$600.00		
Cemetery Register (Paper Copy)	\$10.00		
Cemetery Register (Electronic pdf. file) Can be obtained from web site	NC		
Assist in Urn Burial Monday- Friday	NC		
Assist in Urn Burial Weekends and Holidays	\$60.00		
Set up of Chairs and Gazebo on Weekends & Holidays	\$150.00		

## Section 7. Fire Department Response and Permit Fees

Fire Department Response and Permit Fees	Rate	Rate Change	Note
<b>Rates apply to outside city limits non-assist responses or inside/outside city limits hazardous material response.</b>			
Minimum emergency response charge -Class A response, minimum 2 hours	\$1,500.00		
Minimum emergency response charge -Requiring aerial truck, minimum 2 hours	\$2,000.00		
Class A Pumper -After 2 hours	\$400.00		Per hour
Aerial Pumper -After 2 hours	\$750.00		Per hour
Rescue Truck -After 2 hours	\$125.00		Per hour
Minim Pumper Truck -After 2 hours	\$200.00		Per hour
Class 9 Grass Truck -After 2 hours	\$150.00		Per hour

Service Truck –After 2 hours	\$100.00		Per hour
Cascade Trailer –After 2 hours	\$75.00		Per hour
Firefighter Personnel –per hour	\$40.00		Per hour
Firefighter Officer –After 2 hours	\$50.00		Per hour
Equipment Cleanup Charge	\$200.00		Per occurrence
Burn Permit-Agricultural zoned 10 acres or more.	No Charge		5-day Permit
Burn Permit -Non-Agricultural, 5 days	\$10.00		
Open Bon Fire –One (1) time permit per event	\$10.00		Per event

## Section 8. Animal Welfare and Shelter Fees

### Adoption and Redemption of Impounded Animals

Redemption of Impounded Animals	Rate	Rate Change	Note
Adoption fee for dog or cat. Includes neuter/ spay, vaccination for each animal adopted.	\$50.00		Each. Completed prior to animal leaving facility.
Adoption fee for puppy or kitten <6 months. Includes neuter & spay deposit, vaccinations for each animal adopted.	\$95.00 (\$25.00 deposit incl)		Spay/Neuter deposit of 25\$ can be redeemed in accordance with Ch10, Sec10-6
Adoption fee for puppy or kitten between 6 and 10months. Includes neuter/ spay, vaccinations for each animal adopted.	\$70.00		
Adoption small animal (not cat or dog), fowl or domestic bird	\$20.00		Each
Altered dog or cat, first impoundment	\$30.00		
Altered dog or cat, second impoundment	\$75.00		Fee in addition to any fine received in court
Altered dog or cat, third or subsequent impoundment	\$100.00		Fee in addition to any fine received in court
Unaltered dog or cat, first impoundment	\$80.00		
Unaltered dog or cat, second impoundment	\$180.00		Fee plus any fine received in court & includes spay/neuter (see Ch10 Sec10-3)
Impoundment of livestock or other large animal	\$100.00		Per day plus actual cost of feed and other housing costs.
Care Fees (Fees include day of arrival and day of departure of impounded animals and is in addition to any other fees or fines)	\$15.00 animal/day		Not applicable to animals being adopted
Dead animal pick up from residence, animal hospital or clinic. (dog or cat only)	\$25.00		Each
Dead animal pick up from residence of person over 65 years of age (dog or cat only)	NC		
Owner surrender of adoptable animal to animal shelter	\$50.00		Per animal

### Animal Euthanasia and Cremation Services

<b>EUTHANASIA AND CREMATION SERVICES</b>			
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Euthanasia of animal at animal shelter. At owner's request. Requires signed release.	\$45.00		Per animal
Cremation services up to 20 lbs.	\$110.00		Includes urn with engraved plate
Cremation services 21 to 60 lbs.	\$150.00		Includes urn with engraved plate
Cremation services 61 to 80 lbs.	\$175.00		Includes urn with engraved plate
Cremation services 81 to 100 lbs.	\$215.00		Includes urn with engraved plate
Cremation services 101 up to maximum of 250 lbs.	\$250.00		Includes urn with engraved plate

### Animal Licenses and Permits

Licenses and Permits for	Rate	Rate Change	Note
Kennel License (required for more than any combination of 5 pets)	\$175		Per year; annual inspection required prior to license issuance
Alteration Permit—allows pets over 6mo to remain unaltered	\$100/pet		One time fee; required for unaltered pets not covered by vet exception

## Section 9. Building Development Permit, Inspection, Plan Review and Code Enforcement Fees

Building, Electrical, Mechanical and Plumbing Permits	Rate	Rate Change	Note
Commercial Building Permit and Inspections	\$130.00 plus \$.10 psf.		
Commercial Remodel	\$135.00 plus \$0.05 psf.		
Commercial Electrical, Mechanical and Plumbing Permit	\$55.00 plus \$.07 per psf		
Commercial All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$135.00 plus \$0.20 psf		
Residential Building Permit	\$60.00 plus \$.10 psf		
Residential Remodel	\$60.00 plus \$0.03 psf		
Residential All Inclusive (Building, electric, mechanical, plumbing, roof permits)	\$60.00 plus \$.20 psf		
Residential Electrical, Mechanical and Plumbing Permit	\$50.00 plus \$.10 psf		
Manufacturing/Industrial Building Permit	\$350.00		Minimum
Plus per square foot	\$0.15		first 5,000 sf
Plus per square foot	\$0.10		next 20,000 sf
Plus per square foot	\$0.05		over 25,000K sf
Demolition and House Moving Permit	\$60.00		Each

Uniform Building Code Commission Fee \$4.00) + UBCC Administrative Fee (\$0.50)	\$4.50		Each unless permit excluded
<b>Occupancy Permits</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
<b>Applies to change of occupants only where and when required</b>			
Single Family	\$25.00		Each
Two Family and Multi-family	\$15.00		Per unit
Commercial	\$25.00 plus \$12.00 per floor		
Industrial	\$60.00		Each
Temporary Occupancy Permit	\$15.00		Each
<b>Street Cut Permits</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
*Contractor required to repair based on city specifications.			
Side Walk Replacement	\$20.00		Each
Curb Cut or Driveway Approach	\$25.00		Each
Asphalt Street or Alley Utility Cut	\$275.00		Each
Concrete Street or Alley Utility Cut	\$275.00		Each
<b>Mobile Home Permits</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
<b>Does not include electrical or plumbing permits</b>			
Inside Mobile Home Park	\$42.00		Each
Outside Mobile Home Park	\$65.00		Each
<b>Swimming Pool Permits</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
<b>Does not include electrical or plumbing permits</b>			
Residential Swimming Pool	\$45.00		Each
Commercial, Multi-family	\$125.00		Each
<b>Signage and Billboards</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Non-electric Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$45.00 plus \$0.25 per square foot		
Electrical Signage: ground, pole, canopy, awning, wall, marquee and menu boards.	\$70.00 plus \$0.25 per square foot		
Temporary advertisement, banners and real estate signs	See Sign Ordinance		
<b>Fuel Storage Tank Permits/Inspection Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Fuel Storage Tanks	\$135.00		Each. Includes piping
Fuel Dispensing Pump	\$40.00		Each
<b>Inspection Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Re-Inspection Fee (Normal Hours, upon 2 <sup>nd</sup> and subsequent re-inspections	\$35.00		Per hour, 1 hour minimum
Inspection Fees Scheduled Outside Normal Business Hours and Weekends	\$75.00		Per hour, 1 hour minimum

Gas Line Test/Inspection Fee	\$30.00		Each, in addition to permit required
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<b>Other Permit Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Sewage Tank Dumping Permit. <i>Allows dumping of sewage into sewer collection system at wastewater treatment plant.</i>	\$550.00		Per year.
Day Care Permit Fee (In Home Daycare)	\$20.00		
Garage Sale Permit Fee –Residential property	NC		limit 4 per 12-month period, application and license per sale.
Miscellaneous Permits (includes; storm shelters, awnings, fences, tents, siding. <b>(All items not listed but governed by construction codes)</b> )	\$25.00		Each; Fireworks Stands must have Itinerant Vendor License and Fire Safety Inspection
Roof Permit - Residential	\$40 plus \$1.00 per Square ft.		
Roof Permit - Commercial / Industrial	\$100 plus \$1.00 per Square ft.		
Communication Tower Permits and fees	See Ordinance		
<b>Planning Commission</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Planning Commission Applications; All	\$210.00		Each
Special Use Permit (applicant pays for advertising)	\$225.00		Each
Administrative Zoning Clearance Permit	\$130.00		Each
<b>Plan Reviews</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Preliminary Plan Review (Residential)	\$60.00		Each
Preliminary Plan Review (Commercial)	\$120.00		Each
Preliminary Plan Review (Industrial)	\$170.00		Each
<b>Board of Adjustment</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Board of Adjustment Applications: <b>All Applications.</b>	\$225.00		Each
Appeals of Determination to the PC or BOA (Filed with City Clerk within 15 days) <b>(City Ordinances)</b>	\$150.00		
Board of Appeals <b>(Construction Codes) Filed with City Clerk within 15 days</b>	\$125.00		

<b>Right of Way Work</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Minor Excavation	\$40.00		0-50 linear feet
Standard Excavation	\$75.00		51-500 linear feet
Major Excavation	\$200.00		>500 linear feet
Bore/ Directional Drilling Permit	\$50.00/bore		
Emergency Repair Permit	\$0		Notification required
<b>Utility Infrastructure Installation</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>

New Utility line installation (buried/underground) 4' target depth separated from existing utility by at least 1' (or as required by DEQ)	\$.15/linear foot		
Fiber Optic installation—3' target depth separated from existing utility by at least 1' (or as required by DEQ)	\$.10/linear foot		
Ariel line installation (on poles w/in ROW)	\$23/pole		
<b>Contractor Registration Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
<b>As required by state law</b>			
Contractor, first time registration	\$110.00 per license, plus \$50.00 for each Journeyman		
Contractor renewal registration	\$45.00 per license, plus \$20.00 for each Journeyman		
<b>Maps</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
11x17 map	\$2.50		Each
11 x 17 map with aerial image background	\$5.00		Each
18x24 map	\$5.00		Each
18 x 24 map with aerial image background	\$10.00		Each
24x36 map	\$10.00		Each
24 x 36 map with aerial image for background	\$15.00		Each
36X48 map	\$15.00		Each
36 x 48 map with aerial image for background	\$25.00		Each
<b>Copies of Construction Documents (per page)</b>			
11x17 NEW B/W or Color	\$4.00		Each
18x24 NEW B/W or Color	\$5.00		Each
24x36 NEW B/W or Color	\$6.00		Each
36x48 NEW B/W or Color	\$7.00		Each
<b>Floodplain Management Fees</b>	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b>
Floodplain Development Permit	\$210.00		Each
Inspection Fee	\$30.00		Per inspection

## Section 10. Airport Fees and Permits

<b>Airport Fees and Permits</b> *All subject to requirements of Chapter 14 of the Sallisaw City Code of Ordinances	<b>Rate</b>	<b>Rate Change</b>	<b>Note</b> *Per Section 14-82 (8), the Airport Manager may suspend, restrict or revoke any permit for all operations whenever such action is deemed necessary in the interest of public health, safety or welfare
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Permit for providing airport services (14-82). Applies to:			
<ul style="list-style-type: none"> <li>• Aviation Flight School, 14-83</li> <li>• Crop Dusting or Spraying of Agriculture chemicals, 14-84</li> <li>• Aircraft Rental and Sales Operations, 14-85</li> <li>• Aircraft maintenance services, 14-86</li> <li>• Commercial Skydiving Operations, 14-82(19), 14-87</li> <li>• Other aeronautical services as identified and allowed.</li> </ul>	\$130.00		Per year for each service permitted.
Permit for Flying Clubs, 14-88	\$160.00		Per year
Permit for Advertising Signs Posted on Airport Property, 14-82 (10).	\$30.00		Per year, per sign
Permit for Advertising from Aircraft, 14-82 (11)	\$30.00		3-day permit
Permit for Special Events on Airport Property, 14-82 (17)	\$60.00		3-day event permit
Hangar Rental (City Owned). Based on contract or lease.	NA		
Airport facility land lease. Based on contract or lease.	NA		
Fuel cost. Calculated based on delivery cost of fuel and required city profit rate. Subject to daily, weekly or monthly adjustments.			

## Section 11. City Labor and Equipment Fees

City Labor and Equipment Fees	Rate	Rate Change	Note
Mobilization fee for large equipment requiring permit for moving to location.	\$3250.00		Per piece of equipment
Dozer	\$150.00		Per hour, 2 hour minimum charge
Large track hoe (excavator)	\$150.00		Per hour, 2 hour minimum charge
Small track hoe (excavator)	\$80.00		Per hour, 2 hour minimum charge
10 Wheeler Dump Truck	\$140.00		Per hour, 2 hour minimum charge
Road Grader	\$140.00		Per hour, 2 hour minimum charge
Grade-all Excavator	\$140.00		Per hour, 2 hour minimum charge
Front End Loader	\$140.00		Per hour, 2 hour minimum charge
Back-hoe	\$140.00		Per hour, 2 hour minimum charge
Grapple Truck	\$225.00		Per hour, 2 hour minimum charge
Street Sweeper	\$165.00		Per hour, 2 hour minimum charge
Large Tractor Mower	\$110.00		Per hour, 2 hour minimum charge
Small Tractor Mower	\$90.00		Per hour, 2 hour minimum charge
Riding Mower	\$40.00		Per hour, 2 hour minimum charge
Wood Chipper	\$75.00		Per hour, 2 hour minimum charge
Work Truck	\$60.00		Per hour, 2 hour minimum charge
Water Truck	\$90.00		Per hour, 2 hour minimum charge

Skid Steer Loader	\$100.00		Per hour, 2 hour minimum charge
Bucket Truck (Large) (Electric or Telecom)	\$250.00		Per hour, 2 hour minimum charge
Bucket Truck (Small) (Electric or Telecom)	\$225.00		Per hour, 2 hour minimum charge
Digger Derrick	\$190.00		Per hour, 2 hour minimum charge
Mini-Digger Derrick	\$140.00		Per hour, 2 hour minimum charge
Light Tower With Generator	\$60.00		Per hour, 2 hour minimum charge
Trencher	\$60.00		Per hour, 2 hour minimum charge
Cutting Torch, Weed Eater, DR Weed Eater, Chainsaw, Limb Saw	\$30.00		Per hour
Brush Truck	\$50.00		Per hour
Top Soil	\$90.00		Per load
Telecom: Fiber Splice Trailer	\$90.00		Per hour, 2 hour minimum charge
Telecom: Fusion Splicing	\$30.00		Per splice
Telecom: Splice Enclosure Replace Small	\$60.00		Each
Telecom: Splice Enclosure Replace Large	\$275.00		Each
Telecom: Fiber Optic Trunk -Fiber Replace	\$0.75		Per foot
Telecom: Fiber Optic Service Drop Fiber Replace	\$0.30		Per foot
Labor Per Hour Per Employee	Actual Hourly rate based on pay and benefits. May include overtime if applicable.		
Materials Used to Repair Damage to City Infrastructure	Cost of materials plus 25% restocking fee		

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Brushy Lake Use Policy

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**ITEM TITLE:** Discussion and possible action on City of Sallisaw Administrative Policy 1.006.00, Revision 3; Brushy Lake Park Campground and Lake Use

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** With the implementation of online reservations and other changes, the policy needed to be updated to reflect the changes in operation.

**EXHIBITS:** 1. 1.006.00 Brushy Lake Park Campground and Lake Use 6.1 DRAFT

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**RECOMMENDATION:** Approval of Administrative Policy 1.006.00, Revision 3.

<b>CITY OF SALLISAW ADMINISTRATIVE POLICY</b>		<b>Policy Number:</b>	1.006.00	<b>Revision</b>	3
		<b>Effective Date</b>	06-08-2026		
<b>Subject:</b>	Brushy Lake Park Campground and Lake Use				
<b>Department(s):</b>	Parks				

**Purpose**

The purpose of this policy is to outline rules and regulations for the use of Brushy Lake Park to ensure each visitor’s safety and comfort.

**Background**

Brushy Lake Park is a beautiful park owned and maintained by the City of Sallisaw. It is provided for the enjoyment of everyone who utilizes the park. The park has campsites for overnight stay, day use picnic areas, rental pavilions, and a beautiful lake. It is the goal of the City of Sallisaw to provide a family friendly park. For safety, and security of our visitors, hunting **is not** allowed at Brushy Lake Park or on the city’s surrounding property.

**Policy**

**Section 1: General Rules of the Lake and Park**

1. Fishing shall be governed by the regulations of the Oklahoma Department of Wildlife.
2. While on the lake, boaters are to obey the maximum lake speed of 15 MPH.
3. No Jet Skis, Tubing or Skiing are allowed on the lake.
4. Day users of the park are to use the picnic tables and restrooms specifically identified for *day use*.
5. No alcoholic beverages, glass containers or fireworks.
6. **All vehicles, including golf cars, four-wheelers, and ATVs, shall be driven or parked on paved or graveled areas only. Drivers are to obey the posted speed limit of 5 MPH.**
7. All trash is to be placed in dumpsters and/or barrels as provided.
8. All pets must be penned, caged or on a leash no longer than six feet. No more than three pets. Park users shall be responsible for clean up after their pets
9. If dogs bark excessively or disturb other campers, they will be asked to leave the park area.
10. Keep small campfires within the structure provided and do not burn trash or food waste. Never leave fires unattended.
11. **If equipped, bounce houses/inflatables that have water features may NOT utilize the water feature/ capability at Brushy Lake to include pavilions.**
12. The park is recognized as a public park. Under no circumstances will the park be rented or leased to an organization where the use of the park would prohibit public access.

## Section 2: Camping

1. Campers at Brushy Lake Park shall abide by all rules posted in the park and the rules of this policy.
2. **Once an available campsite is selected and reserved through the Camp Host**, campers may use the payment kiosk in the lower section of the park to complete their camping form and payment, **or reservations and payments can be made online in advance. NO REFUNDS if cancellations are made within 7 days of the reserved dates.**
3. **For those Campers that wish to pay by cash or check upon arrival:**
  - a) **Check in with Camp Host BEFORE selecting a site or paying at the Kiosk.**
  - b) **Camp Host will assign a site that is available and that best matches the Campers' request/desire...duration, location and size of party.**
  - c) **If paying by check, the camper shall make the check payable to the City of Sallisaw. In addition, the camper's name, address, driver's license number, state of issue and phone number shall be noted on the check or the camping form provided.**
  - d) **Camper shall place the payment in the payment kiosk and place the receipt portion of the form on the rearview mirror of vehicle, or on the camper with information easily seen from the road.**
4. **Online reservations and payments can be made via [sallisawok.org](https://sallisawok.org), <https://secure.rec1.com/OK/sallisaw-ok/catalog>.**
  - a) **Reservations can be made 365 days in advance.**
  - b) **Spaces may be occupied starting at 2PM and spaces must be vacated after the last evening of the reservation by noon (12PM).**
  - c) **Make reservations for the evenings you plan stay not the inclusive days, ie a Friday through Sunday (at noon) stay would require a Friday and Saturday reservation.**
5. Campers who are occupying a space that has not been paid for will be requested to pay immediately or to leave the park. If a camper refuses to leave, the proper law enforcement authorities shall be contacted.
6. Camping fees do not include use of pavilions. Pavilions may be reserved by contacting the City of Sallisaw, the Camp Host or at <https://secure.rec1.com/OK/sallisaw-ok/catalog>.
7. Camping is for RV and tents only. No camping is allowed in the open or in any type of vehicle unless prior approval is received from City **or the Camp Host**.
8. No more than TWO overnight sleeping units per campsite, **tents, RVs, covered hammocks, etc.** No more than two vehicles per campsite shall be allowed. **Unless prior approval is received from Camp Host.**
9. For the camping season days of March 1<sup>st</sup> through October 31<sup>st</sup>, a 14-day maximum stay limit shall be enforced. Camping days outside this time shall be limited to 21 days, unless extended by the City.

10. Quiet hours of the park are from 10:00 p.m. to 6:00 a.m.

**Section 3: Pavilion Rental**

1. Advance reservation of the picnic pavilion is required. To reserve and **make payment for pavilions**, park users may call City Hall at (918) 775-6241, during regular business hours **or make reservations and payments at <https://secure.rec1.com/OK/sallisaw-ok/catalog>**. Once reserved, the person or group reserving the pavilion is responsible for placing reserve sign at the pavilion.
2. Rental fees shall be those noted in the City of Sallisaw Master Fee Schedule. Rental fees are non-refundable.
3. Pavilion may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.
4. All users of the pavilion must clean the area used and dispose of all trash in the provided receptacles.

**References:** NA

**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:

12/09/2024  
06/08/2026

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Physician Medical Director

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**ITEM TITLE:** Discussion and possible action on Agreement for Physician Medical Director for Sallisaw Fire Department between the City of Sallisaw and Tiger Physician Staffing, LLC DBA Heartland Medical Direction

**INITIATOR:** Fire Chief

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Any Fire Department that provides Emergency Medical Response (EMR) services is required to have access to a physician that they are able to contact during calls. Currently, the Sallisaw Fire Department works under the Sequoyah County Emergency Medical Response Agency(EMRA), and that coverage expires June 30th. If approved, this will also separate the City's liability from other cities/towns that are part of the County EMRA.

**EXHIBITS:** 1. Sallisaw Fire Department.docx (1)

**KEY ISSUES:**

**FUNDING SOURCE:** FL # 010-902-55507 - Contract Services

**RECOMMENDATION:** Approval of Agreement for Physician Medical Director for Sallisaw Fire Department with Tiger Physician Staffing dba Heartland Medical Direction

**AGREEMENT FOR PHYSICIAN MEDICAL DIRECTOR  
FOR SALLISAW FIRE DEPARTMENT**

This agreement made and entered into this \_\_\_\_\_(Date) by and between the Sallisaw Fire Department EMRA, hereinafter referred to as “EMS Agency” and Tiger Physician Staffing, LLC d/b/a/ Heartland Medical Direction hereinafter referred to as “Medical Director.”

WHEREAS, Robert William Worden, D.O. is the sole physician member of Tiger Physician Staffing, LLC d/b/a Heartland Medical Direction; and

WHEREAS, the Oklahoma State Department of Health requires that “Each licensed ambulance service and/or certified emergency medical response agency shall have a physician medical director who is a fully licensed”; and

WHEREAS, Medical Director is a fully licensed osteopathic physician licensed by the Oklahoma Board of Osteopathic Examiners; and

WHEREAS, EMS Agency proposes to engage Medical Director to provide medical direction as required by the Oklahoma State Department of Health;

NOW, THEREFORE, in consideration of the foregoing terms and conditions set forth, the parties agree as follows:

1. TERM

This agreement is effective at the date above and continue for one year. This agreement may be extended for one year periods upon review and mutual consent of EMS Agency and Medical Director.

2. RESPONSIBILITIES OF MEDICAL DIRECTOR

- a. Medical director shall provide services set out in Exhibit A, Responsibilities and Duties of Emergency Medical Response Agency Medical Director, which are attached and incorporated into this Agreement
- b. Medical Director shall comply with any and all federal, state and local laws and regulations applicable to the provision of or payment for Medical Director.
- c. At all times during this agreement, Medical Director shall maintain appropriate skills, competency, and obtain continuing medical education commensurate with physicians providing the type of services that are being provided hereunder.

3. RESPONSIBILITIES AND DUTIES OF THE EMS AGENCY

- a. The EMS Agency, at its sole expense, shall provide adequate administrative support, equipment, facilities, office space and supplies necessary for the

delivery of services provided by Medical Director. Medical Director acknowledges that resources may be used by other EMS Agency employees.

- b. The EMS Agency shall provide for Medical Directors review, records pertaining to the delivery of emergency medical care. This includes access to OKEMSIS, Emergency Reporting, or other such records system that the agency utilizes for documentation of emergency medical care.
- c. EMS Agency shall also make available training records for individuals providing such services, including but not limited to access to the National Registry of EMT website.
- d. The EMS Agency shall comply with all federal, state, and local laws, regulations and ordinances applicable to its obligation hereunder.
- e. The EMS Agency shall provide Medical Director with radio frequency(ies) utilized for dispatch and communications. Provided the frequency(ies) are compatible with either VHF or 700/800mHz radios that is all that is required. If the EMS Agency utilizes radios that DO NOT operate on these frequencies ranges, then EMS agency shall provide Medical Director with a handheld radio for utilization during on-scene observation and quality assurance calls.

#### 4. CERTIFICATION OF PHYSICIAN PROVIDING SERVICES

- a. Medical Director certifies that Medical Director (a) is a physician fully licensed to practice osteopathic medicine in the State of Oklahoma without restriction; and (b) holds a current DEA Certificate and OBNDD Certificate.
- b. Medical Director agrees that if criminal or administrative action related to health care is brought against Medical Director, Medical Director will provide prompt notice to EMS Agency of such action.

#### 5. RELATIONSHIP OF THE PARTIES

- a. None of the provisions of this agreement is intended to create, nor shall be deemed or construed to create, any relationship between parties other than that of independent parties contracting each other for the purpose of effecting the provisions of this agreement.
- b. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as in explicitly provided for herein.

## 6. INSURANCE

- a. Medical Director shall, at its expense, maintain policies of general and professional liability insurance in an amount of at least one million dollars per occurrence and three million dollars in aggregate to insure it, its employees and agents.
- b. Medical Director, when providing contracted services pursuant to this Agreement shall be considered an agent of EMS Agency, except as otherwise provided under this agreement.
- c. The provisions of this agreement shall survive the termination of this agreement.
- d. The parties understand that the foregoing insurance requirements apply only to activities performed pursuant to this Agreement and not to any other medical care or other activities of Medical Director.

## 7. INDEMNIFICATION

- a. Medical Director agrees to indemnify, and hold harmless EMS Agency, its legal representatives, employees, agents, officers, trustees, affiliates and assigns from and against any claim, liability, loss, damage or cost, including, but not limited to, attorney's fees ("Claim"), arising out of or related to the willful, wrongful or negligent act or omission of Medical Director, or its performance or material failure to perform the provisions of this Agreement; provided, however, that Medical Director shall not indemnify EMS Agency for such liabilities that are within the scope of the services provided pursuant to this Agreement and that are covered by insurance as provided in section 6 of this agreement.
- b. EMS Agency agrees to indemnify, and hold harmless Medical Director and its legal representatives from and against any claim arising out of or related to the willful, wrongful or negligent act or omission of EMS Agency or its legal representatives, employees, agents, officers, trustees, or its or their performance or material failure to perform the provisions of this agreement.
- c. Each party shall notify the other in writing of any Claim arising out of or related to performance or nonperformance of this Agreement.
- d. The provisions of this section 7 shall survive the termination of this Agreement.

## 8. COMPENSATION

- a. EMS Agency shall pay the Medical Director \$750.00 (seven-hundred fifty

dollars) per year for the Medical Director services provided under this agreement.

- b. If the EMS Agency utilizes controlled dangerous substances, an additional fee of \$100 (one hundred dollars) per month for the safe and first unit. Each additional first out unit is \$50 (fifty dollars) per month. A first out unit is defined as a fully staffed and operational unit for a 24 hours period. (This is NOT the total number of ambulances). These services include LogRx tracking, expired narcotic destruction, controlled substance ordering, biannual compliance inspections.
- c. As an express condition to EMS agency making payments under section 8.a and 8.b above, Medical Director shall submit to EMS agency each month an invoice, in the form acceptable to EMS agency. Alternatively, EMS Agency may accept an invoice for the 12-month term of this agreement.
- d. EMS Agency will pay Medical Director on a monthly basis, within 30 days of the date of the invoice; or as described in section 8.c; EMS Agency may elect to pay for the 12 month term of this agreement upon receipt of the invoice.

## 9. TERMINATION OF AGREEMENT

- a. This agreement may be terminated by either party without cause upon ninety (90) days advance written notice.
- b. This agreement may be terminated at any time for cause under the following circumstances
  - i. Medical Director may terminate this Agreement if EMS Agency fails to make any payment to Medical Director required to be made hereunder and the EMS Agency fails to make such payment within sixty (60) days after written notice has been given to the EMS Agency by Medical Director
  - ii. Either party may terminate this Agreement if the other party fails to keep, observe, or perform any agreement, duty, or responsibility assumed by it under this Agreement, and fails to cure such default in a reasonable manner within thirty (30) days after written notice thereof has been given to the defaulting party by the non-defaulting party;

- iii. EMS Agency may terminate this Agreement immediately upon written notice to Medical Director, upon (a) revocation, suspension, restriction or non-renewal of Medical Director's license to practice osteopathic medicine or DEA certificate or OBNDD certificate.

10. NOTICES

- a. All notices required by this agreement shall be deemed given in writing and delivered personally or five days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or on such other address as the party may provide to the other party in writing:

- b. TO MEDICAL DIRECTOR

Heartland Medical Direction  
ATTN: R. William Worden, D.O.  
3000 W Memorial RD.  
Suite 123745  
Oklahoma City, OK. 73120

- c. TO EMS AGENCY

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

EMS AGENCY

MEDICAL DIRECTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
R. William Worden, D.O.

\_\_\_\_\_  
DATE

## EXHIBIT A - Responsibilities and Duties of Medical Director

Under direction of the EMS Agency and in collaboration with EMS Agency staff, Medical Director shall use Medical Director's expertise in emergency medicine to provide clinical direction to the Emergency Medical Response Agency in the following manner:

1. Provide medical control, as defined in Oklahoma Administrative Code 310:641-3-24, to assure medical accountability throughout the planning, implementation and evaluation of the EMS system
2. Approve accreditation, certification and re-certification of prehospital personnel as required by Oklahoma State Regulations and local EMS policy.
3. Provide medical coordination as assigned in the event of a major disaster.
4. Review existing protocols annually and develop and recommend new protocols in accord with state law. Protocols are expected to meet current standards for service delivery and patient care, as well as any that might be implemented during the term of this Agreement.
5. Assist with the provision of education, training, protocols, critiques, leadership, testing, certification, decertification, standards, advice, and quality control through an official authoritative position within the prehospital EMS system.
6. Provide active involvement in quality assurance and the educational activities of the EMS Agency and supervise a quality assurance (QA) program by either direct involvement or appropriate designation and surveillance.
7. Develop medical protocols for patient care techniques, both on-line and off-line standing orders and present written life support protocols to the Oklahoma State Department of Health for approval.
8. Assist with the development and delivery of continuing medical education programs.
9. Review records of service calls of EMS personnel to determine compliance with protocols, performance standards and regulations; recommend counseling and additional remedial training as necessary; and, recommend to the EMS Director disciplinary action for failure to comply with protocols, performance standards and regulations as directed.

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Resolution #2026-15

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**ITEM TITLE:** Discussion and possible action on Resolution No. 2026-15; *A Resolution Approving the Sallisaw Municipal Authority to Purchase Real Property for the Net Sum of \$130,000.00 and Declaring an Emergency*

**INITIATOR:** City Manger

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** This is a 20 acre parcel, much of which is needed for mitigation work in order for USACE to allow the Landfill to expand.

**EXHIBITS:** 1. RESOLUTION 2026-15.Burrow Property

**KEY ISSUES:**

**FUNDING SOURCE:** GL #090-100-57942 - Property Purchase LF Burrow

**RECOMMENDATION:** a. Approval of Resolution No. 2026-15, approving the SMA to purchase real property  
b. Approval of emergency clause.

**RESOLUTION NO. 2026-15**

**A RESOLUTION APPROVING THE SALLISAW MUNICIPAL AUTHORITY TO  
PURCHASE REAL PROPERTY FOR THE NET SUM OF \$130,000.00, AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Trustees of the Sallisaw Municipal Authority have determined that it is advantageous to acquire property for the expansion of the Sallisaw Landfill Facility from The Paul and Mary Burrow Joint Revocable Trust, Dated 09/30/2025; and

**WHEREAS**, a contract price for the net amount of one hundred thirty thousand dollars was agreed upon; and

**WHEREAS**, there are funds budgeted for the acquisition of real property being described as follows:

N1/2 NW1/4 NW1/4 of Section 24, Township 11 North, Range 24 East.

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

SECTION 1. The purchase of the above-described property from The Paul and Mary Burrow Joint Revocable Trust, Dated 09/30/2025 for the price of \$130,000.00 is hereby approved.

SECTION 2. There are funds budgeted for the purchase of the above-described property.

SECTION 3. **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 Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED THIS 8<sup>th</sup> day of June, 2026.**

CITY OF SALLISAW, OKLAHOMA

By: \_\_\_\_\_  
**MARLEY ABELL, Mayor**

**ATTEST:**

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**KIM JAMISON, City Clerk**

**[SEAL ]**

**APPROVED AS TO FORM AND LEGALITY:**

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**JORDAN PACE, City Attorney**

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Vehicle Lease Agreement

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**ITEM TITLE:** Discussion and possible action on items related to the leasing of vehicles through Enterprise

**INITIATOR:** City Manager

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** These are the lease agreement documents to start the Enterprise Lease agreement PILOT program. The first year we will lease 5 vehicles. There are several "1st year" documents needed to start the program.

**EXHIBITS:**

**KEY ISSUES:**

**FUNDING SOURCE:** GL #030-100-57706 - Enterprise Vehicle Leases

**RECOMMENDATION:**

- a. Approval of the Master Equity Lease Agreement with Enterprise FM Trust.
- b. Approval of the Full Maintenance Agreement.
- c. Approval of Maintenance Management and Fleet Rental Agreement.
- d. Approval of Master Equity Lease Agreement.
- e. Authorize City Manger to sign credit application and future necessary documents.

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor’s right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

**FULL MAINTENANCE AGREEMENT**

This Full Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____
Initials: EFM _____ Lessee _____	

## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

**7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$\_\_\_\_\_ per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2026 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Sallisaw ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Oklahoma (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Sallisaw (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Please complete all applicable items.

Company Name \_\_\_\_\_ Credit Applicant \_\_\_\_\_ Year Business Started \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-mail \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Government Entity Type:  State  County  City  Other: \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Duns Number \_\_\_\_\_  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

**PRIMARY CONTACT INFORMATION**

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

**FINANCIAL INFORMATION**

Are your books prepared by an outside Accountant?  Yes  No  
 Accountant Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

**ENCLOSING WITH APPLICATION**

Three years of Financial Statements (with footnotes)  Audited  Opined  Internal  
 Published Annual Reports  Yes  No  
 Income Tax Returns (3 years)  Yes  No  
 Other Items Included: \_\_\_\_\_  
 Federal ID Number: \_\_\_\_\_  
 Fiscal Year End (Month): \_\_\_\_\_

**CURRENT VEHICLE SUPPLIER**

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing	<input type="checkbox"/> Leasing	<input type="checkbox"/> Finance		

**INSURANCE**

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_
Email Address \_\_\_\_\_

BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_
ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\*

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

- 1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it.

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Job Evaluation and Salary Administration

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**ITEM TITLE:** Discussion and possible action on City of Sallisaw Administrative Policy 1.003.00, Revision 3; Job Evaluation and Salary Administration

**INITIATOR:** City Manager

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** This is an update to our Job Eval and Salary policy. It adds retention/recognition awards and allows for a performance bonus system (if funded) which was discussed during the Budget Retreat.

**EXHIBITS:** 1. 1.003.00 Job Evaluation and Salary Administration 6.3.26

**KEY ISSUES:**

**FUNDING SOURCE:** Budget

**RECOMMENDATION:** Approval of Administrative Policy 1.003.00, Revision 3; Job Evaluation and Salary Administration

<b>CITY OF SALLISAW ADMINISTRATIVE POLICY</b>		<b>Policy Number:</b>	1.003.00	<b>Revision</b>	3
		<b>Effective Date</b>	July 1, 2026		
<b>Subject:</b>	Job Evaluation and Salary Administration				
<b>Department(s):</b>	Administration				

## Background

This policy establishes a program of job evaluation and salary administration for City of Sallisaw employees. The purpose of this policy is to ensure a competitive pay plan linked to individual performance and the City’s policies and goals based on knowledge, problem solving and accountability. This policy applies to all employees unless otherwise addressed in collective bargaining agreements.

**Responsibilities:** The City Manager shall be responsible for the daily administration of this policy. The City Manager, or his designee(s), shall perform periodic reviews of all job descriptions and pay scales to ensure they remain equitable for all employees.

## Section 1: Employee Compensation

### A. Initial Hiring and Probation

- 1) Each position with the City will be paid within the established salary grade of the position.
- 2) New full-time employees will be hired at the minimum (Step A) rate for the position; however, if the employee brings considerable previous experience and/or qualifications to the position for which they are hired, the starting salary may be set by the City Manager not to exceed Step F of the salary range for the position. ~~If a salary higher than Step D is recommended, the job description shall be re-evaluated.~~
- 3) All newly hired employees will be placed on a six (6) month probation beginning on their date of employment. At the end of the probation period, the employee will be evaluated as to their performance. At the end of the six (6) month probationary period, if the employee is evaluated as meeting the required standards of the position or higher, the employee will be eligible for advancement to the next pay step of their respective grade **unless they are hired to Step D or higher. If an employee is hired to a Step D or higher, they will complete probation and receive annual increases on the date of their hire.**
- 4) **Any temporary or part-time employee who has been employed for longer than six months and moves to a full-time status will not be required to go back into probationary status.**

### B. Movement in the Pay Plan & Types of Pay Adjustments

- 1) Employees shall be able to move through the pay plan as follows.
  - a) Employees hired at Step A of their respective pay grade: Upon the employees hire date, they shall be placed at Step A of their respective pay grade. Upon passing of six (6) month probation, they shall move to Step B. After 12 full months of employment from hire date, they shall move to Step C. Annual increase date is established at the end of 12 months. In cases of extended probation, annual increase dates will be adjusted accordingly.
  - b) Employees hired and placed at Step B or higher: **Annual increase** date is established at the end of six (6) months. In cases of extended probation, annual increase dates will be adjusted accordingly. For the employee, the effect of starting an employee higher than Step A of their pay grade is the employee will top out in their respective pay grade sooner.
  - c) **Employees hired and placed at Step D or higher will have an annual increase date equal to hiring date or promotion. Step increases will be annual thereafter.**
- 2) Cost of Living Adjustment (COLA): COLA increases will be based on area economic factors and the availability of funds in the city budget as approved by the Board of City Commissioners. COLA adjustments will increase the pay steps of each salary grade by the COLA percentage. COLA increases will be implemented as approved by the Board of City Commissioners.
- 3) Annual Pay Step Increases.
  - a) Full-time employees will be eligible for an annual increase, unless precluded by their most recent performance evaluation (See Section 4) and the availability of approved budget funds. A passing score of 2.0 must be achieved to receive the annual merit increase.
  - b) The amount of the annual increase will be based on the next available pay step in the employee's respective pay grade.
- 4) Promotion to a new position (See Section 2 for details).
- 5) Compensation actions will not be processed while employees are on approved leave of absence as defined in the personnel policies. Any approved increases during the duration of an approved leave of absence will be implemented immediately upon the employee's **date of** return.

### C. Longevity Pay

- 1) Eligibility: Employees who are classified as regular, full-time employees shall be eligible for longevity benefits. To be eligible for longevity pay, employees must be employed for **24** consecutive months as of December 1 of each calendar year.

Employees must be employed on December 1 to receive longevity pay. **Longevity pay shall be paid per attachment B.** ~~City Manager, City Attorney and Municipal Judge shall not be eligible for longevity pay.~~

- 2) Longevity pay shall be paid annually between December 1 and December 15. The City may choose to pay longevity on a check separate from an employee's regular pay check.
- 3) **Longevity Pay may be phased out when/if the City funds Performance Bonuses. The transition plan will be determined by the City Manager in coordination with the Finance Director and the City Clerk and approved by the City Council as part of the FY budget approval process. It will consider the effect on current long term employed personnel, available funds, the effect on retirement obligations and the overall intent to incentivize excellence.**

## **Section 2: Promotions, Acting Assignments and Extra Duty**

- A. When an employee is promoted to a new position, the employee's pay shall be based on the current grade of their new position and **into a step that results in an overall pay raise, not necessarily into the step of the previous pay grade.** ~~not to exceed the maximum salary step of the position.~~
- B. Upon interdepartmental transfer to a new position, the employee will be on probation for **three (3) months**. The employee's annual increase date will be established on the first day they occupy their new position. Employee will not be eligible for an annual increase until the completion of twelve (12) months in the new position.
- C. Extra Pay for Acting Appointments (Interim Pay). When an employee is requested to serve in an "Acting" role in a position that represents a higher pay grade, a supplemental increase may be paid as allowed for in the personnel policies. Acting appointments typically occur when a critical position is vacant, and the vacancy is expected to last longer than 30 days. Acting appointments must be a minimum of 30 days and should not exceed 6 months unless approved by the City Manager. The temporary pay shall not exceed the amount of increase the employee would receive if regularly promoted into the position.
- D. Interim City Manager. In the case of an Interim City Manager, the Board of City Commissioners shall establish the pay and length of appointment **within 30 days of the vacancy**. The temporary pay shall not exceed the amount of increase the employee would receive if regularly promoted into the position.

## **Section 3: Salary Decreases**

- A. There are two types of demotions that may result in a decrease in salary. They are:

- 1) An employee demoted due to poor performance and/or disciplinary action. In this case the City Manager will determine the salary, job title and new pay grade classification.
  - 2) An employee demoted or voluntarily moves “down” or “back” to a lower graded position. Employee’s new compensation will be based on the position’s pay grade and the years of service of the employee.
- B. In the instance of an organizational re-adjustments, the employee will be “grandfathered” and remain in their current grade/step even if it is different than the position to which they are moved.

#### **Section 4: Performance Evaluations**

For annual step increases, all full-time city employees will be evaluated on their past year’s performance. The evaluation period will be based on the employee’s step increase date. At the time the performance evaluation is due the Human Resources (HR) Department will distribute evaluation forms to the department supervisors. Evaluations will be completed and returned to the HR Department by the due date specified.

- A. The evaluation form shown in *Attachment A* will be utilized until replaced with position-specific evaluations. The HR Department will distribute evaluation forms as needed.
- B. Supervisors are required to meet with each employee to review the performance evaluation. If a crew leader conducts the evaluation, the Department Director is required to review and approve the evaluation before it is submitted to the HR Department.
- C. All personnel are subject to supplemental evaluation of their job performance at any time during the year as circumstances dictate.
- D. The evaluator and/or the Department Director and the employee must sign the evaluation forms. If an employee refuses to sign their evaluation form, the supervisor shall make note on the form as to the reason, if known. Employees may request to discuss their evaluation further with the HR Department.
- E. After evaluations are complete, the HR Department will review the evaluation and distribute a copy of the employee’s evaluation to the employee. If further review of the evaluation is needed, the HR Department may further review the evaluation with the City Manager, supervisor and employee. The original copy of the evaluation will be placed in the employee’s personnel file.

#### **Section 5: Administration of the Job Classification Program**

- ~~A. A job evaluation committee will be established that will be responsible for establishing grade ranges for each job description. The Job Evaluation Committee shall consist of the City Manager, or his designee, City Clerk, Deputy City Clerk and the Director of Finance.~~

~~When evaluating a job, the department supervisor directly supervising that position may be present to answer any questions and offer any input needed on the grading of the position.~~

- B. The City will maintain a job description for each position in the City's service. Each description will describe the essential job duties, items of accountability, working relationships, physical and mental requirements and other pertinent data about the position. New positions will not be filled until a proper job description has been approved by the City Manager and the salary range has been established. The job descriptions will be utilized to conduct appraisal and counseling functions, selection of employees for promotion, determine training needs and formulate training goals. Job descriptions will be written in a standard format as prescribed by the Human Resources Department.
- C. New positions will be evaluated and current positions and to re-evaluated when the job duties have changed.
- D. The City Manager may direct that certain job descriptions be re-evaluated at any time based on needs of the City. Department supervisors will be responsible for ensuring the job descriptions of their employees fully support the type of work their employees perform. If a position's duties change significantly, the department supervisor may request the position be re-evaluated and submit proposed changes to the City Manager.
- E. The review of job descriptions will focus on various factors required of the position. These factors include, but are not limited to, experience, education, initiative, mental demand, analytical ability, problem solving, responsibilities, operations of machinery, hazardous working conditions, accountability and physical demands required of the position.
- F. **Salary Surveys.** ~~At least once every five years it is recommended that a third party conduct a salary evaluation/comparison of the Master Paygrades. This will be used to justify any changes recommended to the Board of Commission during the budget approval process and help ensure the City's compensation remains competitive with outside agencies who have similar positions and functionality.~~ **the Job Evaluation Committee shall update outside salary surveys used to establish the City of Sallisaw pay scale. These surveys shall be used to update the pay grades as needed to ensure compensation is commensurate with other outside agencies similar in nature to the City of Sallisaw.**
- G. The City Manager shall have final approval on all job descriptions and placement of the positions onto the pay scale. All final job descriptions shall be signed by the City Manager.

## **Section 6. Retention Incentive Program**

- A. ~~The following program establishes retention incentives designed to reward employees for professional development in addition to that required of their job description. These incentives will also allow those willing to "put in the extra work" to be recognized and rewarded for doing so.~~

- B. The program establishes tiers with increasing time and performance investments required to achieve them.
- C. An employee must gain City Manager approval prior to entering a program or testing for professional improvement that could result in a Retention Incentive. Only one tier incentive is rewarded at a time per accomplishment. And only one tier can be awarded at a time.
- D. Time of Service Awards.
  - 1) 5yr Award—includes a 5% equivalent to two pay periods and an award specific pin, and a certificate of appreciation
  - 2) 10yr Award—includes a 10% equivalent to two pay periods and an award specific pin, and a certificate of appreciation
  - 3) 15yr Award—includes a 15% equivalent to two pay periods, an award specific pin, 50\$ gift certificate to a local restaurant of their choice, and a certificate of appreciation
  - 4) 20yr Award—includes a 20% equivalent to two pay periods, an award specific pin, 50\$ gift certificate to a local restaurant of their choice, and a certificate of appreciation
  - 5) 25yr Award—includes a 25% equivalent to two pay periods, an award specific pin, 100\$ gift certificate to a local restaurant of their choice, and a certificate of appreciation

E. Salary/Wage Incentives

- 1) Step Increase—Diploma/ Education Certification: earned upon the award of a degree or certification requiring at least a year of course work; associates or higher degree beyond or additional to what is required by the job description, ie A level certification, ASE certification, etc
- 2) .75\$/hr Wage Increase—Education/ Certification: earned upon the award of a significant certification or qualification beyond job description requirement, ie B level or higher Water/Sewer license, relevant trade accomplishment beyond job description,
- 3) .25\$/hr Wage Increase—Functional Certification: earned upon being certified to perform a specific job-related task or function in addition to those required by the job description, ie CDL for OP II
- 4) The City Manager at his/her sole discretion in consultation with the employee’s leadership may offer a high performing employee a 1-3 step increase to retain that employee if a competing job offer has been made.
- 5) Supervisors nominate an employee for incentives once prerequisites are met for situations that have precedent. City Manager has final discretion on “new” situations for which there is not precedent set.

**Section 7. Recognition and Award Program**

A. **PURPOSE.** The City of Sallisaw established this Employee Incentives & Recognition Program to recognize, motivate, and retain a high-performing municipal workforce. The Program is intended to:

- 1) Encourage excellence, innovation, and efficiency in City operations;
- 2) Recognize employees whose performance or actions exceed normal job expectations;
- 3) Reinforce City values of *service, accountability, safety, and stewardship of public resources*; and
- 4) Improve morale and retention while maintaining fiscal responsibility.

B. **Guiding Principles**

- 1) Merit-based and objective (vs subjective)
- 2) Timely recognition
- 3) Progressive award structure
- 4) Fiscal responsibility

C. **Eligibility**

Unless otherwise noted:

- 1) All full-time and part-time City of Sallisaw employees are eligible.
- 2) Temporary, seasonal, or volunteer personnel may be eligible for non-monetary recognition at the discretion of the City Manager.
- 3) Elected officials are not eligible for employee incentive awards.

An employee is not eligible for a discretionary award if they are under active disciplinary action or investigation, unless the City Manager determines the achievement is wholly unrelated and recognition would not reflect adversely on the City.

D. **Types of Awards**

- 1) **On-the-Spot Recognition (Low-Cost / Immediate)**

**Purpose:** Immediate recognition for noteworthy effort or conduct.

**Examples:**

- Exceptional customer service
- Covering critical shifts or emergencies
- Short-term problem solving

**Forms of Recognition:**

- Written commendation from Department Head or City Manager
- Public recognition at staff meetings or City Council
- City-branded item or certificate not normally available and unique to Department

**Approval Authority:** Department Head

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2) Time-Off Awards

**Purpose:** Recognize special effort that exceeds normal expectations without direct cash expenditure. Awarding and timing of exercising the award will not be to the detriment of the duty of the department and ideally taken as soon as possible after award.

**Award Levels:**

- 2 to 4 hours increments of administrative leave (PTO)
- Up to 1 full workday administrative leave (PTO)

**Limitations:**

- Maximum of 16 hours per employee per fiscal year
- Must be used within 6 months

**Approval Authority:** Department Head (up to 4 hours); City Manager (over 4 hours)

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3) Special Act or Service Awards

**Purpose:** Recognize a specific act, service, or short-term achievement that produces a clear benefit to the City.

**Qualifying Achievements:**

- Cost savings or revenue enhancement
- Operational improvement
- Successful completion of special projects
- Acts enhancing public safety or community trust

**Award Types:**

- Cash award (range: \$50–\$200)
- Combination of cash and honorary recognition

**Approval Authority:** City Manager after submission/endorsement of Department Head

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4) Performance Awards (Annual)

**Purpose:** Reward sustained high performance over a defined evaluation period.

**Eligibility:**

- Employees receiving an overall evaluation that is above “Meets Expectations” (anything above a 3.00)

**5 - Outstanding:** Consistently performs significantly above the criteria for the role, adding value to the department and organization.

**4 - Exceeds Expectations:** Generally, exceeds the quality and quantity criteria for the role.

**3 - Meets Expectations:** Consistently meets all requirements and expectations for the role.

**2 - Needs Improvement:** Performance does not consistently meet expectations in one or more essential areas.

**1 - Unsatisfactory:** Performs significantly below the criteria, not meeting job requirements.

**Award Range:**

- **Up to** 3.5% of base annual pay based on performance evaluation score, subject to budgeted limits
- Performance assessment is determined by averaging scores on individual element standards.
- Bonus is determined by the following steps:
  - Step 1: Multiplying the employee’s base salary by 3.5% to determine total award possible.
  - Step 2: Divide this value by 200 to determine the dollar amount of each .01 portion above 3 (the “meets expectations” value).
  - Step 3: Then subtract 3 from the Performance Assessment (average of element scores) and multiply that number by 100 to determine the number of portions above 3 that have been earned.
  - Step 4: Multiply the number of portions by the dollar amount of each portion—Step 3 x Step 2.

**Timing:**

- Annually, following completion of performance evaluations

**Approval Authority:** City Manager, w/in adopted budget (**IF AUTHORIZED FOR THE FY**)

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5) Innovation and Efficiency Awards

**Purpose:** Encourage ideas that improve services, safety, or financial stewardship.

**Qualifying Contributions:**

- Documented cost avoidance or savings
- Measurable productivity improvements
- Improved regulatory compliance or risk reduction

**Award Scale (Guideline):**

- Intangible benefit: \$50–\$300
- Tangible savings: up to 5–10% of first-year verified savings

**Award Types:**

- Cash award (range: \$50–\$200)
- Combination of cash and honorary recognition

**Approval Authority:** City Manager after submission/endorsement of Department Head

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6) Honorary Awards

Honorary awards are non-monetary forms of recognition intended to acknowledge exceptional service, leadership, courage, or career contributions. These awards are progressive in nature and should generally be granted in ascending order, unless the achievement warrants a higher level of recognition.

a) City of Sallisaw Distinguished Service Award

**Purpose:** The City’s highest honorary award, recognizing extraordinary and sustained contributions of major significance to the City of Sallisaw.

**Eligibility:** Any City employee.

**Criteria (one or more):**

- Exceptional leadership or service affecting multiple departments or the City as a whole
- Development or execution of initiatives with long-term, transformative impact
- Acts of courage or responsibility involving personal risk in service to the public
- Career-long record of excellence culminating in retirement or separation

**Form of Award:**

- Medal or plaque
- Framed citation
- Formal presentation at City Council

**Approval Authority:** City Council, upon recommendation of the City Manager

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b) City of Sallisaw Superior Service Award

**Purpose:** Recognizes sustained superior performance or a major accomplishment of Citywide or departmental significance.

**Eligibility:** Any City employee.

**Criteria:**

- Consistently exceeds job expectations and inspires others

- Implement improvements resulting in significant operational or public service benefits
- Demonstrates exceptional leadership or initiative

**Form of Award:**

- Plaque or framed certificate
- Public recognition at City Council or department event

**Approval Authority:** City Manager

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c) City of Sallisaw Meritorious Service Award

**Purpose:** Recognizes noteworthy service, achievement, or leadership that exceeds normal job expectations.

**Eligibility:** Any City employee.

**Criteria:**

- Outstanding performance over a defined period
- Successful completion of a complex project or initiative
- Meaningful contributions improving service delivery or efficiency

**Form of Award:**

- Certificate or small plaque
- Department-level or Citywide recognition

**Approval Authority:** Department Head; City Manager for Citywide recognition

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d) City of Sallisaw Commendation Award

**Purpose:** Recognizes commendable service or achievement deserving of formal acknowledgment.

**Eligibility:** Any City employee.

**Criteria:**

- Demonstrates initiative, teamwork, or professionalism
- Exceeds expectations on a specific task or assignment

**Form of Award:**

- Certificate of commendation

**Approval Authority:** Department Head

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e) City of Sallisaw Achievement Award

**Purpose:** Entry-level honorary award recognizing solid accomplishments and positive contributions.

**Eligibility:** Any City employee.

**Criteria:**

- Successful completion of an assignment or milestone
- Consistent reliable performance

**Form of Award:**

- Certificate of achievement

**Approval Authority:** Department Head

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f) Public Service Recognition (Non-Employees)

**Purpose:** Recognizes individuals or organizations outside City employment who provide exceptional service or assistance to the City or community that results in tangible improvement or progression of the community.

**Form of Award:**

- Certificate of Appreciation, Accomplishment, In Memoriam, Acts of Heroism, or Commendation
- See also Policy 1.015.00

**Approval Authority:** Submitted to and Reviewed by City Clerk and City Manager; Approval is by Board of Commissioners

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g) Career and Service Milestone Recognition

**Purpose:** Recognizes longevity and dedication to public service.

**Service Milestones:**

- 5, 10, 15, 20, and 25+ years of service
- Retirement

**Form of Award:**

- Certificate, plaque, or commemorative item and bonus (see 6.D)

**Approval Authority:** City Manager w/ recognition at City Council meetings after 5yr award.

**E. Nomination and Approval Process**

- 1) Any supervisor may nominate an employee. Use the form in Appendix A.
- 2) Nominations must be briefly documented:
  - a) The achievement or performance
  - b) Dates involved

- c) Benefit to the City
- 3) Human Resources maintains standard nomination forms.
- 4) Final approval authority rests as specified for each award type.

#### **F. Evaluation and Incentives/Award Review Committee**

- 1) The City Manager may establish a small Incentives Review Committee consisting of:
  - a) City Manager (Chair)
  - b) Human Resources Director
  - c) Three Department Heads (rotating)
- 4) The Committee may review:
  - a) Evaluation criteria and methodology
  - b) Cross-department nominations
  - c) Policy consistency and consistent, objective application (award)

#### **Section 8. Budgeting and Controls**

- 1) The City shall budget annually for **incentive awards** (not including performance awards), generally targeting **.01-.05% of payroll**. Funds will be used for the cash awards, purchasing plaques, frames, medals, and/or City-branded or award unique items.
- 2) No award creates an entitlement or expectation of an amount based on anything other than performance.
- 3) The City shall budget annually for **performance awards** an amount up to **3.0% of the payroll**. Required amount may be less based off of historical norms.
- 4) **All awards are subject to available appropriations.**

#### **Section 9. Transparency and Reporting**

- Aggregate award totals may be reported annually to City Council.
- Individual award amounts may be disclosed as required by Oklahoma Open Records law.

#### **Section 10. Administration**

The Human Resources Department is responsible for:

- Program administration
- Recordkeeping
- Training supervisors on appropriate use of incentives

#### **Section 11. Effective Date**

This Program becomes effective upon recommendation of the City Manager and approval by the City Council as part of the Job Evaluation and Salary Administration Policy.

**References:** NA

**Rescission Date:** NA

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, City of Sallisaw

\_\_\_\_\_ Date: \_\_\_\_\_  
City Manager, City of Sallisaw

Attest

\_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Revision History

Revision 2, November 15, 2018

Revision 3, June 8, 2026

Attachments

A. City of Sallisaw Award Nomination Form

# City of Sallisaw Award Nomination Form

Nominee Information:

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_

Position Title: \_\_\_\_\_

Years of Service: \_\_\_\_\_

Award Category (Select One):

- On-the-Spot Recognition       Time-Off Award
- Special Act or Service Award       Performance Award (Annual)
- Honorary Award (Distinguished / Superior / Meritorious / Commendation / Achievement)
- Innovation & Efficiency Award       Career & Service Milestone
- Public Service Recognition (Non-Employee)

Achievement Details:

Description of Achievement or Performance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates Involved: \_\_\_\_\_

Benefit to the City of Sallisaw: \_\_\_\_\_

Supporting Documentation:

- Attached commendations, reports, or evidence of achievement

**Nominator Information:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Authority (To be completed by approving official):

- Department Head     City Manager     City Council

\_\_\_\_\_ Approval Signature

\_\_\_\_\_ Date

Submit to HR after approval for record retention.

**Attachment A: Employee Evaluation Form (until replaced with job-specific forms)**

<b>Employee</b>		<b>Due Date</b>	
<b>Title</b>		<b>Annual</b>	
<b>Department</b>		<b>Probation</b>	
<b>Review Period</b>	to	<b>Supplemental</b>	
<b>Supervisor</b>		<b>Date of Hire</b>	

**Rating Criteria**

- (4) **Exceptional:** Able to operate independently, performs assigned tasks in an excellent manner, shows initiative to complete assigned tasks, eager to learn, consistently exceeds requirements of the job.
- (3) **Exceeds Expectations:** Requires little to no supervision, performs assigned tasks well, routinely exceeds expectations of job.
- (2) **Progressing:** Requires some supervision. Employee is actively progressing and shows willingness to learn and perform job well.
- (1) **Poor:** Employee requires constant supervision, quality of work is poor, does not work well with co-workers, needs improvement.
- (0) **Unacceptable:** Employee requires constant supervision, lacks initiative and ability to perform tasks in an acceptable manner. Poor attitude, continual absences, at times can be disruptive to the working environment, does not follow direction.

<b>Criteria</b>	<b>Exceptional</b>	<b>Exceeds Expectations</b>	<b>Progressing</b>	<b>Poor</b>	<b>Unacceptable</b>	<b>Total Points</b>
1. Knowledge of Work	4	3	2	1	0	
2. Motivation / Initiative / Attitude	4	3	2	1	0	
3. Quality of Work	4	3	2	1	0	
4. Quality of Skills/Use of Equipment	4	3	2	1	0	
5. Cooperation	4	3	2	1	0	
6. Problem Solving	4	3	2	1	0	
7. Productivity	4	3	2	1	0	
8. Dependability / Attendance	4	3	2	1	0	
9. Safety	4	3	2	1	0	
10. Appearance	4	3	2	1	0	
11. Communication Skills	4	3	2	1	0	
12. Working with Public / Co-workers	4	3	2	1	0	
					<b>Total Points</b>	
<b>Total Points / 12 = Rating</b>						

- 1. **Knowledge of Work:** Demonstrates required knowledge and skills in all phases of the job.
- 2. **Motivation/Initiative/Attitude:** Originates or develops constructive ideas; contributes to good moral; willing to learn new skills.
- 3. **Quality of Work:** Work is done correctly with little supervision, minimal errors.
- 4. **Quality of Skills/ Use of Equipment:** Employee has skills necessary to complete tasks assigned. Able to use tools and equipment in an acceptable safe manner.
- 5. **Cooperation:** Works well with supervisor and all co-workers toward the best interest of all.
- 6. **Problem Solving:** Ability to solve problems and make prompt and sound decisions. Good use of common sense.
- 7. **Productivity:** Gets things done; makes good use of time while maintaining work standards.
- 8. **Dependability:** Able to complete tasks with minimum supervision; takes care of tasks promptly; informs supervisor of issues or potential problems; shows up as scheduled and on time for work.

- 9. **Safety:** Able to work in a safer manner, maintains safe working environment, aware of hazards, knows limitations of job. Proper use of safety techniques and equipment.
- 10. **Appearance:** Dresses appropriately for position; maintains personal cleanliness and grooming.
- 11. **Communication Skills:** Able to communicate with supervisors, co-workers and public in a professional manner; Expresses ideas clearly in speech or writing. Ability to listen.
- 12. **Working with Public/Co-workers:** Able to effectively communicate with co-workers, citizens and customers; maintains self-control; shows tact and positive.

***This Section for Evaluation of Supervisors and Department Crew Leaders Only  
To Be Completed by Evaluator Only***

Supervisor Rating	Excellent	Good	Fair	Poor	Notes
Supervisory Skills					
Leadership Ability					
Training of Employees					
Scheduling and Use of Employees					
Completion of Tasks Timely Manner					

**Supervisor / Evaluator Comments**

Supervisor / Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Employee Comments**

I have reviewed my performance evaluation with my supervisor for the period noted.

I (  do ) (  do not ) wish to discuss rating further with Human Resources.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / Human Resource Review: \_\_\_\_\_ Date: \_\_\_\_\_

Review Notes:

**Attachment B: Longevity Pay Scale**

CITY LONGEVITY PAY SCALE			CITY LONGEVITY PAY SCALE		
Year	Per Year	Pay Amount	Year	Per Year	Pay Amount
1	\$ -	0	21	\$ 155.00	\$ 2,530.00
2	\$ 300.00	\$ 300.00	22	\$ 160.00	\$ 2,690.00
3	\$ 400.00	\$ 400.00	23	\$ 165.00	\$ 2,855.00
4	\$ 100.00	\$ 500.00	24	\$ 170.00	\$ 3,025.00
5	\$ 100.00	\$ 600.00	25	\$ 175.00	\$ 3,200.00
6	\$ 100.00	\$ 700.00	26	\$ 180.00	\$ 3,380.00
7	\$ 100.00	\$ 800.00	27	\$ 185.00	\$ 3,565.00
8	\$ 100.00	\$ 900.00	28	\$ 190.00	\$ 3,755.00
9	\$ 100.00	\$ 1,000.00	29	\$ 195.00	\$ 3,950.00
10	\$ 100.00	\$ 1,100.00	30	\$ 200.00	\$ 4,150.00
11	\$ 105.00	\$ 1,205.00	31	\$ 205.00	\$ 4,355.00
12	\$ 110.00	\$ 1,315.00	32	\$ 210.00	\$ 4,565.00
13	\$ 115.00	\$ 1,430.00	33	\$ 215.00	\$ 4,780.00
14	\$ 120.00	\$ 1,550.00	34	\$ 220.00	\$ 5,000.00
15	\$ 125.00	\$ 1,675.00	35	\$ 225.00	\$ 5,225.00
16	\$ 130.00	\$ 1,805.00	36	Max Payout	\$ 5,700.00
17	\$ 135.00	\$ 1,940.00	37	Max Payout	\$ 5,700.00
18	\$ 140.00	\$ 2,080.00	38	Max Payout	\$ 5,700.00
19	\$ 145.00	\$ 2,225.00	39	Max Payout	\$ 5,700.00
20	\$ 150.00	\$ 2,375.00	40	Max Payout	\$ 5,700.00

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Change Order #1

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**ITEM TITLE:** Discussion and possible action on Purchase Order No. 109030, issued to Spatco Energy Solutions of Ft Smith, Arkansas, in the amount of \$51,521.65 for the fuel tank replacement project

**INITIATOR:** Director - Equipment Services

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** The change order is a result of additional excavating and hauling off of contaminated backfill; gravel to backfill the entire system. Additional concrete due to removing extra asphalt for relocating the fuel pumps to a new area. Credits were applied for the trucks that the City provided to haul off spoils and for over-order of gravel that was left on site for City use.

**EXHIBITS:** 1. 20112647 Sallisaw Change Order #1

**KEY ISSUES:**

**FUNDING SOURCE:** GL #030-404-57710 - Fuel Tanks - \$250,000.00 budgeted

**RECOMMENDATION:** Approval of Change Order #1 in the amount of \$51,521.65



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

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

Quotation	
Number	20112647
Date	May 18, 2026
Customer Number	1053394
Valid from	May 18, 2026
Valid to	
Sales Person	257, James, Cliff
Sales Office	0058, Fort Smith

Currency USD

**Conditions:**

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

Item	Item Detail		
10	Material:	INST-CHANGE ORDER	Installation Change Order
	-Price associated with excavating and hauling off the contaminated backfill to the City of Sallisaw Landfill. -Cost of gravel to backfill the entire system. -Additional concrete due to removing extra asphalt for relocating the fuel pumps to new areas. -Price includes credits for City of Sallisaw providing trucks for hauling off spoils and for over-order of gravel that was left on site for the city have.		
	<b>Quantity</b>	<b>UOM</b>	<b>Price</b>
	1	EA	51,521.65
			<b>Extended price</b>
			51,521.65

Items Subtotal	51,521.65
Estimated Tax	0.00
Estimated Freight	0.00
Quotation Amount	51,521.65

**THANK YOU FOR THE OPPORTUNITY TO QUOTE**

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

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

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

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

Date: \_\_\_\_\_

Customer (Signature): \_\_\_\_\_

Customer (Print): \_\_\_\_\_

SPATCO Energy Solutions, LLC

**TERMS AND CONDITIONS**

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

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

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

**4. Price and Payments.**

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Customer Initials)

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**5. Job Site Conditions.**

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

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

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

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

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

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

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

**7. Warranties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Customer Initials)

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**11. Insurance.**

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

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

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

**13. Seller's Rights Following Default.**

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

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

**14. Environmental.**

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

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

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

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

\_\_\_\_\_ (Customer Initials)

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

**15. Hardware/Software.**

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

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

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

\_\_\_\_\_ (Customer Initials)

\_\_\_\_\_ (Sales Rep. Initials)

**AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:** Change Order

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**ITEM TITLE:** Discussion and possible action on Construction Contract Change Order in the amount of \$5,684.00 on the JSV Runway Rehab Project; Emery Sapp & Sons, Inc.

**INITIATOR:** Garver, Engineer of Record

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** Removal and replacement of 4 airfield guidance sign panels. Remove "17-35" and replace them with "18-36".

Original contract amount \$1,989,240.88  
Change Order \$ 5,684.00  
New contract amount \$1,994,924.88

This project is a grant through the FAA which has a 95/5 split. We have requested that the same funding be applied to the change order amount. If approved, then the FAA portion would be \$5,399.80 and the city's portion would be \$284.20.

**EXHIBITS:** 1. Construction Contract Change Order

**KEY ISSUES:**

**FUNDING SOURCE:** GL#118-403-57743 - JSV Runway Rehab 18-36 Construction

**RECOMMENDATION:** Approval of Construction Change Order in the amount of \$5,684.00



6501 N. Classen Blvd.  
 Suite 200  
 Oklahoma City, OK 73116  
 TEL 405.659.8725  
 www.GarverUSA.com

### Construction Contract Change Order

<b>Project:</b> Runway 17-35 Pavement Rehabilitation Sallisaw, Oklahoma Garver Job No. 2400530	<b>Change Order No.</b> 1  <b>Date Prepared:</b> 5/13/2026 <b>Prepared by:</b> RSY
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<b>Owner:</b> City of Sallisaw 115 East Choctaw Sallisaw, Oklahoma 74955	<b>Contractor:</b> Emery Sapp & Sons, Inc. 5168 N Oak Street Springdale, Arkansas 72764
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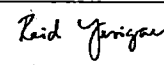
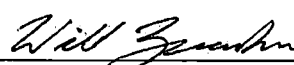

**Description of Work Included in Contract**  
 Rehabilitation (mill and overlay) of Runway 17-35 and RSA grading / runway edge light adjustment.

**Changes and Reasons Ordered (List individual Changes as: A, B, C, D, etc.)**  
 A. Removal and replacement of four (4) airfield guidance sign panels. Remove "17-35" and replace with "18-36".  
 Attachments: Contractor quote.

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	CO1.1	Remove and Replace Airfield Guidance Sign Panels	EA	0	\$0.00	4	\$1,421.00	\$0.00	\$5,684.00
<b>Summation of Cost</b>								<b>\$0.00</b>	<b>\$5,684.00</b>
<b>Net Cost for this Change Order</b>									<b>\$5,684.00</b>

<b>Estimated Project Cost</b>		<b>Time Change</b>
	<b>Estimated Project Cost</b>	
Original Contract Amount	\$1,989,240.88	Original Contract Start Date
This Change Order	\$5,684.00	Original Contract Time (calendar days)
New Contract Amount	\$1,994,924.88	Additional Calendar Days granted by this Change Order
		New Contract Time (calendar days)
		Suspended Time
		New Construction Completion Date
		April 6, 2026
		60
		0
		60
		0
		June 5, 2026

**THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS**

<b>ISSUED FOR REASONS INDICATED ABOVE</b> <b>Engineer: Garver</b>	 _____ Engineer's Signature	<b>Project Manager</b> _____ Title	<b>5/13/2026</b> _____ Date
<b>ACCEPTED BY CONTRACTOR</b>	 _____ Contractor's Signature	<b>Project Manager</b> _____ Title	<b>6/1/26</b> _____ Date
<b>APPROVED BY OWNER</b>	 _____ Owner's Signature	<b>City Manager</b> _____ Title	<b>6/3/26</b> _____ Date

## ADMINISTRATIVE REPORTS

<b>Meeting Date:</b>	June 8, 2026
<b>Board:</b>	Board of City Commissioners
<b>Subject:</b>	

### Upcoming Events:

June 30th-Deadline for mailing budget to State Auditor's office

July 13-Next Meeting

### City Manager Reports:

Had productive meetings with both a Hotel developer and Boomerang Diner. The Diner folks appear to be looking to build and we are helping with site selection to meet their intent. Unless they choose City-owned property, they will negotiate any property actions with those owners.

### 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 WTP basin liner work will begin as soon as we can lower the water in the basin. The repairs to the pumps at Brushy need to be completed before we can do so and that has taken longer than expected.
- The weather has delayed the demolition of the old City Hall but we are in communication with the contractor and are just waiting for a break in the weather.
- Unfortunately, we were not awarded any TSET grants this year. That will delay the JT Stites project. We will apply for these again next year.
- We had the ribbon cutting for the pool last Friday. I want to thank everyone who came out. We have learned a lot over the past two weeks of being open and are working some of the kinks out. The hours and operations are driven by lifeguard availability. We are hiring pool assistants to help in the concession stand and the ticket taking spot.
- DiamondNet changes are out for residential use. You can find the new plans by going to the City website and navigating to the DiamondNet page. Our old lowest tier received a free upgrade to 250mb tier and we are now offering 2.5 GB speeds. You will start to see advertisements on our Facebook as well. If you have any questions, please call in and our CSRs will help you.

## **AGENDA ITEM COMMENTARY**

**Meeting Date:** June 8, 2026  
**Board:** Board of City Commissioners  
**Subject:**

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**ITEM TITLE:** Possible action on acceptance of resignation of Ward 3 Commissioner, Julian Mendiola; and discussion and possible direction on procedure for filling the unexpired term

**INITIATOR:**

**STAFF INFORMATION SOURCE:**

**BACKGROUND:** [Charter](#)

**EXHIBITS:** 1. Pages from City Charter (as amended)\_201408221029058474 (1)

**KEY ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDATION:**

**Section 3:**

Each elective member of the governing body shall hold office for a period of three years and until his successor is elected and qualified, except as in this Charter provided. The term of the first Mayor elected under this Charter shall be three years; the terms of the first commissioners from wards 1 and 3 elected under this Charter shall be two years; the terms of the first commissioners from wards 2 and 4 elected under this Charter shall be one year. Every year thereafter the successors of those whose terms are expiring shall be elected for overlapping terms of three years.

**Section 4:**

A vacancy in the office of the Board of Commissioners shall exist when a member of the governing body fails to qualify within ten days after a notice of his election, dies, resigns, removes from the City, or in case of a commissioner elected from a ward, moves from his ward or absents himself therefrom for a period of three months, except excused by the board of commissioners on an account of sickness, or is convicted of a felony, becomes a habitual drunkard, or is judicially declared an incompetent. If an elective office shall become vacant for any cause, the board of commissioners shall appoint some eligible person to fill such vacancy, and such person shall hold office until the next regular municipal general election, and such appointed officer shall hold his office until his successor is elected and qualified. The appointed officer or the successor, as the case may be, shall hold office for the unexpired term. If only one vacancy shall occur, then three votes are required from the board of commissioners for the same person to fill such vacancy. If there are two vacancies in the office of commissioner occurring at the same time, two votes of the commissioners voting for the same person are required to fill one vacancy and the other vacancy must be filled as hereinabove provided. All elective officers of the Board of Commissioners and those appointed to fill vacancies, as herein provided, shall hold their respective office, subject to the provisions of re-call as provided herein, or to be removed from office as provided by law.

**Section 5:**

The mayor and commissioners provided for herein shall receive no salary for their services. Said mayor and commissioners shall be reimbursed for actual expenses incurred while on business for the City.