

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

August 10, 2026

6:00 P.M.

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Pledge of Allegiance**
- 4. Discussion and possible action on removal of any item from the consent agenda**
- 5. Consent agenda — all matters listed under the "Consent agenda" are considered to be routine and will be enacted by one motion.**
 - (a) Possible action on minutes of regular meeting of July 13, 2026, and special meeting of August 3, 2026
 - (b) Possible action on Invoice Paid Report for July 2026
 - (c) Acknowledge the Mayor's appointment of Ms. Jeree Phillips to the Sallisaw Library Board for a three-year term, ending September 2029
 - (d) Acknowledge the Mayor's appointment of Mr. Bryan Caviness to the Sallisaw Planning Commission for a Three (3) Year Term Ending September 2029

- 6. Discussion and possible action on any item removed from the consent agenda**
- 7. Discussion and possible action on Ordinance 2026-13; *An Ordinance Amending Chapter 102, Article IV of the Sallisaw Code of Ordinances by Repealing Sections 102-462 and 102-466, Adding New Section 102-465.1, and Adopting New Sections 102-462 and 102-466; and Declaring an Emergency (Permitted uses in I-1)***
- 8. Discussion and possible action on staff's request to reinvest a General Fund Certificate of Deposit with Local Bank for 245 days at 4.09% interest**
- 9. Discussion and possible action on Purchase Order No. 109635, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$51,310.00 for the purchase of one (1) 2027 Ford F250 Crew Cab for the Equipment Services Department**
- 10. Discussion and possible action on Purchase Order No. 109636, issued to Joe Cooper Chevrolet of Yukon, Oklahoma, in the amount of \$102,800.00 for two (2) 2025 Chevy 1500 Police Tahoe 2WD Pursuit Model**
- 11. Discussion and possible action on Purchase Order No. 109640, issued to Sequoyah Screen Printing and Trophy of Sallisaw, Oklahoma, in the amount of \$32,424.62**
- 12. Discussion and possible action on Agreement between the Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement for construction of Sallisaw Soccer Fields at the Sports Complex**
- 13. Discussion and possible action on Planning Commission Case No. PC2026-007; plat presentation of Prairie Sky Phase 3 by Sallisaw Apartment Partners, LLC**
- 14. Discussion and possible action on Planning Commission Case No. PC2026-008; plat presentation of Martin Depot Addition by Black Diamond Properties, LLC**
- 15. Discussion and possible action on Planning Commission Case No. PC2026-009; rezoning from Industrial District (I-1) to Residence District (R-2) by Black Diamond Properties, LLC; and Ordinance No. 2026-14; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency***
- 16. Discussion and possible action on filling the Ward 1 unexpired term**

- 17. Receive update on current and future projects**
- 18. Receive update on the financial status of the city and activities of the finance department**
- 19. Administrative reports**
- 20. Adjourn**

Posted: August 6, 2026

Time: 3:55 P.M.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING

JULY 13, 2026

The Board of City Commissioners met in a regular meeting on July 13, 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 July 10, 2026, at 9:50 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	Kenny Moody,	Member, Ward 1
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Whitekiller, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Clint Smith, Blakley Smith, Travis Buchanan, John Owens, Caleb Dotson,	City Manager City Attorney City Clerk Director of Finance Chief Accountant Community Development Director Economic Development Director Network Manager IT Manager Director - Electric Code Enforcement Officer Police Chief Patrolman
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Others present:	Lynn Adams; Jerry Powell; Angela Powell; David Scott; Dusty Riggs; Troy Horn; Amanda Horn; Jerry Horn; Cathy Creekmore; Richard Sanders; Sherry Cheek; Jim Cheek; Lisa Mannon; Kyle Day; Shawn Rolston; Jeanne Moore; Shelby Ferguson; Others Unidentified.
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1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

The City Manager led those present in the Pledge of Allegiance.

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

None.

5. Consent agenda

a Possible action on minutes of regular meeting of June 8, 2026

b Possible action on Invoice Paid Report for June 2026

c Acknowledge the Mayor's Reappointment of Scott Looper and Reece Bush to the Sallisaw Planning Commission for a Three (3) Year Term Ending September 2029

Motion was made by Mendiola, seconded by Bailey, for approval of consent agenda.

Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

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

None.

7. Presentation of "Certificate of Commendation" to Mr. Kyle Day

Mr. Kyle Day was presented the inaugural City of Sallisaw Public Service Recognition Award in recognition of his initiative and community leadership. Following the vandalism of Janessa Cook's only means of transportation, Mr. Day organized a community fundraiser to replace her moped. The effort grew through the support of Harry

Robinson Ford and the community, resulting in the donation of a 2019 Nissan Altima to Miss. Cook. The Certificate of Commendation recognized Mr. Day's willingness to identify a need, lead the effort, and see it through to completion, noting that his actions positively impacted both Miss. Cook and the community. Mr. Day accepted the award, which expressed the Board's appreciation for his outstanding service and commitment to the City of Sallisaw.

8. Discussion and possible action on the Comprehensive Master Plan (CMP) document prepared by Olsson

Shelby Ferguson with Olsson presented an overview of the Comprehensive Master Plan process and thanked City officials, stakeholders, staff, and community members for their involvement. She reviewed the public engagement efforts, including surveys, workshops, interviews, and community events, which helped identify priorities for Sallisaw's future.

Key priorities identified included economic development, attracting new employers, expanding housing options, improving infrastructure and walkability, enhancing connectivity, and supporting downtown revitalization. Ms. Ferguson explained that the plan provides a long-term guide for future growth, including recommendations for land use, transportation, placemaking, and implementation strategies.

She clarified that the future land use map is a planning guide and does not change zoning or property rights. The Planning Commission reviewed the plan and recommended approval. The next step is consideration by the Board of City Commissioners for adoption.

Motion was made by Mendiola, seconded by Hamilton, to accept the Comprehensive Master Plan. Vote: Mendiola aye; Hamilton aye; Bailey aye; Abell aye. Motion carried 4-0.

9. Discussion and possible action on Airport Lease Agreement Between Isaac J. Rodriguez and the City of Sallisaw for lease of airport hangar

Motion was made by Hamilton, seconded by Bailey, for approval of the Airport Lease Agreement with Isaac J. Rodriguez. Vote: Hamilton aye; Bailey aye; Mendiola aye; Abell aye. Motion carried 4-0.

10. Discussion and possible action on appointment of a City of Sallisaw Representative to the Eastern Oklahoma Development District (EODD) Board of Directors for an unexpired 3-year term expiring June 30, 2028

a Appoint representative

b Appoint Alternate Representative

Motion was made by Bailey, seconded by Mendiola, to appoint Josh Bailey as representative and Marley Abell as alternate. Vote: Bailey aye; Mendiola aye; Hamilton aye; Abell aye. Motion carried 4-0.

11. Discussion and possible action on City of Sallisaw Administrative Policy 1.021.00; Document Retention and Disposal Policy

Motion was made by Bailey, seconded by Hamilton, for approval of Administrative Policy 1.021.00. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

12. Discussion and possible action on renewal of Agreement for Impoundment of Animals with the Town of Gans

Motion was made by Mendiola, seconded by Hamilton, for approval of Agreement for Impoundment of Animals with the Town of Gans. Vote: Mendiola aye; Hamilton aye; Bailey aye; Abell aye. Motion carried 4-0.

13. Discussion and possible action on the transfer of the properties located at 415 West Creek and 304 East Iola from Sequoyah County and authorize the Mayor to sign necessary documents when they become available.

Motion was made by Mendiola, seconded by Bailey, to accept the transfer of the properties located at 415 W. Creek and 304 E. Iola from Sequoyah County. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

14. Discussion and possible action on Purchase Order No. 109329, Issued to VIP Technology Solutions Group of Broken Arrow, in the amount of \$24,814.50 for the Verkada Network Camera Access and Licensing renewal

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 109329 in the amount of \$24,814.50. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0

15. Discussion and possible action on Purchase Order No. 109364, issued to Piney

Mountain Industrial of Waldron, Arkansas, in the amount of \$26,000.00 for the recondition of the underpass pumps on west Cherokee Avenue

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 109364 issued to Piney Mountain in the amount of \$26,000.00. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

16. Discussion and possible action on Purchase Order No. 109382, issued to IPS LLC of Sallisaw, Oklahoma, in the amount of \$21,257.56 for installation of awning with racks for the Water/Sewer Department

Motion was made by Mendiola, seconded by Bailey, for approval of Purchase Order No. 109382 issued to IPS, LLC in the amount of \$21,257.56. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

17. Discussion and possible action on Ordinance No. 2016-12; *An Ordinance Repealing Section 66-9 of Chapter 66, Article 1 of the Sallisaw Code of Ordinances and Substituting Therefore the Following New Section 66-9 in Chapter 66, Article 1 to the Sallisaw Code of Ordinances (Fireworks)*

Motion was made by Hamilton, seconded by Bailey, for approval of Ordinance No. 2026-12 (Chapter 66, Article 1, Section 66-9, Fireworks). Vote: Hamilton aye; Bailey aye; Mendiola aye; Abell aye. Motion carried 4-0.

18. Discussion and possible action on Planning Commission Case No. PC2026-005; Plat of Survey presentation for Jerry and Angela Powell

Motion was made by Hamilton, seconded by Bailey, for approval of Planning Commission Case No. PC2026-005; Plat of Survey for Jerry and Angela Powell. Vote: Hamilton aye; Bailey aye; Mendiola aye; Abell aye. Motion carried 4-0.

19. Discussion and possible action on Planning Commission Case No. PC2026-006; plat presentation of Apache Addition for Big Mountain Investments, Inc.

Motion was made by Hamilton, seconded by Bailey, for approval of Planning Commission Case No. PC2026-006; Plat of Apache Addition. Vote: Hamilton aye; Bailey aye; Mendiola aye; Abell aye. Motion carried 4-0.

20. Possible action on acceptance of resignation of Ward 1 Commissioner, Kenny Moody; and discussion and possible direction on procedure for filling the unexpired term

Motion was made by Mendiola, seconded by Bailey, to accept the resignation of Commissioner Moody. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye.

Motion carried 4-0. Motion was made by Bailey, seconded by Hamilton, for those interested in serving to let Brian or Kim know. And to hold a special meeting on August 3rd at 6:00 p.m. to hear from those interested. Vote. Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

21. Receive update on economic development and grant activities

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

22. Receive update on current and future projects

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

23. 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.

24. Administrative reports

The City Manager announced a special public meeting on the 3rd and noted the next regular meeting will be held on the 10th. The municipal pool will remain open daily through August 2 and on weekends through Labor Day, subject to staff availability.

Updates were provided on several projects and initiatives, including development of a distributed generation policy, implementation of a new utility customer portal and online payment system, and the Comprehensive Master Plan action plan.

The soccer field project remains pending National Park Service approval, with construction anticipated to begin later this year. Work on the water treatment basin liner project is expected to begin soon.

The City Manager reported a successful pool season and noted operational improvements continue based on customer feedback.

DiamondNet has launched new residential internet service plans, with commercial plans expected in the coming months.

Additional updates were provided on the installation of flood depth markers at the Cherokee Street underpass, progress on the Advanced Metering Infrastructure (AMI) project, and efforts to improve internet service at Brushy Lake.

25. Possible action to convene in Executive Session for the purpose of conducting an evaluation of the performance of the City Manager; as Authorized by Title 25 O.S. § 307(B)(1)

The City Attorney recommended entering into Executive Session. Motion was made by Bailey, seconded by Mendiola, to enter into Executive Session. Vote: Bailey aye; Mendiola aye; Hamilton aye; Abell aye. Motion carried 4-0. Executive Session began at 7:16 p.m.

26. Action to reconvene to Regular Session

Motion was made by Mendiola, seconded by Bailey, to reconvene to Regular Session. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0. Regular Session reconvened at 7:47 p.m.

27. Possible action regarding the performance evaluation of the City Manager in accordance with Employment Agreement

Motion was made by Bailey, seconded by Hamilton, to accept the performance evaluation as discussed in executive session. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

28. Adjourn

Motion was made by Hamilton, seconded by Bailey, to adjourn the meeting. Vote: Hamilton aye; Bailey aye; Mendiola aye; Abell aye. Motion carried 4-0. The meeting ended at 7:48 p.m.

Approved this 10th day of August 2026.

Marley Abell, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
AUGUST 3, 2026

The Board of City Commissioners met in a special meeting on August 3, 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 July 30, 2026, at 8:55 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Whitekiller,	City Manager City Attorney City Clerk Director of Finance
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Others present:	Lynn Adams; Jerry Powell; Angela Powell; Lisa Mannon; Kristie Hardbarger; Joseph Hardbarger; Misty Bailey; Philip Gay; Pamela Gay; Mike Doody; Richard Sanders; Kacy Sanders; Jassen Daugherty; Destiny Gourde; Kathie Sparks; Others Unidentified.
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1. Meeting called to order

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

2. Declaration of a quorum

A quorum was declared present.

3. Pledge of Allegiance

The City Manager led those present in the Pledge of Allegiance.

4. Introduction and presentation from those who have expressed interest in the vacant Ward 1 Commissioner seat: Mrs. Jennifer Doody; Mr. Mike Doody; Mrs. Kristie Hardbarger; Mr. Billy McHenry; Mr. John Musselman; Mr. Richard Sanders; and possible question and answer time between council and potential appointees

Prior to the meeting, Mrs. Jennifer Doody, Mr. Billy McHenry, and Mr. John Musselman withdrew. The Board heard from the others that had expressed interest; Mr. Mike Doody; Mrs. Kristie Hardbarger; Mr. Richard Sanders. Each one introduced themselves and shared why they would like to be considered to fill the vacant Ward 1 seat.

5. Adjourn

Motion was made by Bailey, seconded by Hamilton, to adjourn the meeting. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0. The meeting ended at 6:20 p.m.

Approved this 10th day of August 2026.

Marley Abell, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: I-1 Permitted Uses

ITEM TITLE: Discussion and possible action on Ordinance 2026-13; *An Ordinance Amending Chapter 102, Article IV of the Sallisaw Code of Ordinances by Repealing Sections 102-462 and 102-466, Adding New Section 102-465.1, and Adopting New Sections 102-462 and 102-466; and Declaring an Emergency (Permitted uses in I-1)*

INITIATOR: Code Enforcement
Board of Adjustments

STAFF INFORMATION SOURCE:

BACKGROUND: At their July 7th meeting, the Board of Adjustments approved Technical Schools and Trade Schools as a permitted use in the I-1 zoning.

EXHIBITS: 1. Ordinance 2026-13.Permitted uses I-1.FINAL

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: a, Approval of Ordinance 2026-13.
b. Approval of emergency clause.

ORDINANCE 2026-13

AN ORDINANCE AMENDING CHAPTER 102, ARTICLE IV OF THE SALLISAW CODE OF ORDINANCES BY REPEALING SECTIONS 102-462 AND 102-466, ADDING NEW SECTION 102-465.1, AND ADOPTING NEW SECTIONS 102-462 AND 102-466; AND DECLARING AN EMERGENCY.

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

SECTION 1.

That Chapter 102, Article IV, Section 102-462, Permitted Uses, and 102-466, Prohibited Uses, of the Sallisaw Code of Ordinances be amended by repealing and striking the same, in its entirety, and enacting the following sections, and by adding a new Section 102-465.1, Definitions, to wit:

Sec. 102-462. Permitted uses.

The following uses are permitted in the I-1 district subject to the various provisions of this section:

- (1) *Manufacturing and processing:* Except for those uses and processes described in this section and prohibited in this district the manufacturing, compounding, processing, packaging and assembling of the following products:

Apparel, and finished fabric products manufacture. Beer, wine, or other beverage wholesale.

Drugs, chemicals and allied products.

Dry goods and apparel, wholesale.

Electrical goods, wholesale.

Food products, wholesale.

Furniture manufacturing.

Furniture, storage and wholesale.

Grain elevators.

Hardware, heating and plumbing supplies, wholesale.

Instrument and meter manufacturing.

Laboratory and cleaning plants.

Local trucking and storage.

Lumber and construction material, wholesale and retail.

Optical instruments and equipment manufacturing.

Paper and paper products, wholesale.

Refrigerated warehousing.

Sporting goods manufacture.

Technical Schools

Trade Schools

- (2) *Other uses:* Any other use which is determined by the board of adjustment to be of the same general character as the permitted uses in subsection (1) of this section not including any use which is prohibited in this division.

Sec 102-465.1 DEFINITIONS.

- **Public School:** Any building, structure, or site established, maintained, and operated by a public school district, state educational entity, or local public board of education created under the laws of the State of Oklahoma to provide primary, secondary, or elementary education typically K-12 grades.
- **Technical School:** A post-secondary or career educational institution, public or private, designed primarily to provide specialized instruction and practical training in science, applied technology, engineering technology, computer sciences, or other technical disciplines, which may offer certificates, diplomas, or degrees upon completion.
- **Trade School:** An educational facility, vocational school, or occupational training center, public or private, organized to teach specific technical trades, manual skills, craft industries, or industrial vocations (including, but not limited to, automotive repair, welding, plumbing, electrical work, HVAC, machining, construction trades, or heavy equipment operation).

Sec. 102-466. Prohibited uses.

Dwellings and residences of any kind, mobile home parks, public schools, hospitals, clinics, and other institutions for human care except where they are incidental to a permitted use shall be prohibited uses in the I-1 district; provided, however, that any of the uses legally existing in the I-1 district at the time of adoption of the ordinance from which this chapter is derived or any amendment thereto shall not be classified as a nonconforming use.

SECTION 2.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion, or clause of this Ordinance is held invalid or determined to be unconstitutional by any court or competent

jurisdiction, the remaining sections, subsections, paragraphs, senses, phrases, portions, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions 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, 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 **10th** day of **August 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: August 10, 2026
Board: Board of City Commissioners
Subject: Investment

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

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

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

EXHIBITS: 1. GF CD

KEY ISSUES: None

FUNDING SOURCE: N/A

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

BOARD OF CITY COMMISSIONERS

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

AUGUST 10, 2026

<u>Fund</u>	<u>Amount</u>
General Fund	\$125,428.37

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
154	<u>2.88%</u>	<u>3.69%</u>	<u>3.60%</u>	<u>—</u>
210	<u>3.70%</u>	<u>3.79%</u>	<u>3.60%</u>	<u>—</u>
245	<u>3.70%</u>	<u>3.89%</u>	<u>3.61%</u>	<u>4.09%</u>



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
COS – GEN FUND	\$ 125,428.37*	154	January 13, 2027	_____
		210	March 10, 2027	_____
		245	April 14, 2027	<u>4.09</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., August 5, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

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

Kim Jamison, City Clerk

Submitted by:

Leval Bank
(Print Bank Name)

Date: 7.27.26

By:

*Estimated



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below beginning on August 12, 2026:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
COS – GEN FUND	\$ 125,428.37*	154	January 13, 2027	<u>2.88%</u>
		210	March 10, 2027	<u>3.70%</u>
		245	April 14, 2027	<u>3.70%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., August 5, 2026. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

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

Kim Jamison, City Clerk

Submitted by:

Firststar Bank
(Print Bank Name)

Date: 7-28-26

By: E. K. [Signature], SUP

*Estimated



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
COS – GEN FUND	\$ 125,428.37*	154	January 13, 2027	<u>3.60</u>
		210	March 10, 2027	<u>3.60</u>
		245	April 14, 2027	<u>3.61</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., August 5, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

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

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank
(Print Bank Name)

Date: 8/3/26

By: Handace Vanmetre

*Estimated



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

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
COS – GEN FUND	\$ 125,428.37*	154	January 13, 2027	<u>3.69%</u>
		210	March 10, 2027	<u>3.79%</u>
		245	April 14, 2027	<u>3.89%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., August 5, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

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

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
(Print Bank Name)

Date:

8/5/26

By:

[Signature] - Pres.

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Fleet Maintenance Vehicle

ITEM TITLE: Discussion and possible action on Purchase Order No. 109635, issued to John Vance Fleet Services of Guthrie, Oklahoma, in the amount of \$51,310.00 for the purchase of one (1) 2027 Ford F250 Crew Cab for the Equipment Services Department

INITIATOR: Director - Equipment Services
Purchasing Agent

STAFF INFORMATION SOURCE:

BACKGROUND: Approval will allow for an additional vehicle for use in the Equipment Services Division.

EXHIBITS: 1. 000Q19791

KEY ISSUES: N/A

FUNDING SOURCE: GL #030-404-57706 (Vehicles) - \$57,000.00 budgeted

RECOMMENDATION: Approval of Purchase Order No. 109635 issued to John Vance Fleet Services in the amount of \$51,310.00

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	7/23/2026
QUOTE NUMBER	000Q19791
EXPIRATION DATE	7/31/2026
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:

SHIP TO:

City of Sallisaw

City of Sallisaw

Any Questions? Call 405-282-3800

Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

Randy Sizemore
115 East Choctaw
PO Box 525
Sallisaw, OK 74955
9187756241

Shauna Ford

shauna@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W2B	2027 FORD F250 CREW CAB	\$47,975.00	\$47,975.00
1	4WD	4 WHEEL DRIVE	\$0.00	\$0.00
1	17X	FX4 OFF-ROAD PKG w/ TRANSFER CASE SKID PLATE	\$650.00	\$650.00
1	160	160" WHEELBASE/ 6.5' BED	\$0.00	\$0.00
1	600A	XL EQUIPMENT GROUP	\$0.00	\$0.00
1	99N	ENGINE: 7.3L V8 GAS	\$0.00	\$0.00
1	44F	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	X3E	ELECTRONIC LOCKING w/ 3.73 AXLE RATIO	\$430.00	\$430.00
1	TBM	TIRES: LT245/75R17E ALL TERRAIN	\$165.00	\$165.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$445.00	\$445.00
1	TOW	CLASS V TOWING EQUIPMENT	\$0.00	\$0.00
		Hitch & Trailer Sway Control		
1	52B	TRAILER BRAKE CONTROLLER	\$300.00	\$300.00
1	924/435	DEEP TINT GLASS w/ REAR POWER SLIDING WINDOW & DEFROSTER	\$605.00	\$605.00
1	96V	XL CHROME PACKAGE	\$425.00	\$425.00
		- Bright Chrome Hub Covers, Chrome Front & Rear Bumper, Fog Lamps		
1	CRS	CRUISE CONTROL	\$0.00	\$0.00
1	1S	INTERIOR: MEDIUM DARK SLATE, CLOTH 40/20/40 SPLIT BENCH SEAT	\$315.00	\$315.00
1	Z1	EXTERIOR: OXFORD WHITE	\$0.00	\$0.00
		SubTotal:		\$51,310.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	\$51,310.00
	\$0.00
TOTAL DUE	\$51,310.00

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Purchase of Police Pursuit Vehicles

ITEM TITLE: Discussion and possible action on Purchase Order No. 109636, issued to Joe Cooper Chevrolet of Yukon, Oklahoma, in the amount of \$102,800.00 for two (2) 2025 Chevy 1500 Police Tahoe 2WD Pursuit Model

INITIATOR: Police Captain
Purchasing Agent

STAFF INFORMATION SOURCE:

BACKGROUND: Approval will allow for the purchase of 2–2025 Chevy Tahoe police pursuit vehicles. These are on the lot and available on the state contract.

EXHIBITS: 1. Police Unit Agenda Item - PO # 109636

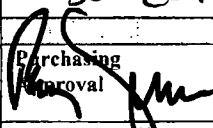
KEY ISSUES: N/A

FUNDING SOURCE: GL# 030-201-57103 (Police Vehicles) - \$118,000 budgeted.

RECOMMENDATION: Approval of Purchase Order No. 109636 issued to Joe Cooper Chevrolet in the amount of \$102,800.00

CITY OF SALLISAW QUOTATION SHEET

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 6/26/2026	Date of Quotation	Date of Quotation
Department Number: C 201	Department Number:	Department Number:
Vendor Name / Number Joe Cooper Chevrolet	Vendor Name / Number	Vendor Name / Number
Address 11001 W. Reno Ave	Address	Address
City Yukon	City	City
State OK Zip 73099	State Zip	State Zip
Phone 405-737-3389	Phone	Phone
Item (s) (2) 2wd Police Pursuit Chevrolet Tahoes	Item (s)	Item (s)
Quantity 2	Quantity	Quantity
Price each \$1,000 / \$1,800 (STATE CONTRACT)	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ \$102,800	Total Cost \$	Total Cost \$
Quote Expiration Date	Quote Expiration Date	Quote Expiration Date
Quotes Obtained By: Hutcherson	Quotes Obtained By:	Quotes Obtained By:
GL Budget Line 30-201-57103	GL Budget Line	GL Budget Line
Purchasing Approval 	Purchasing Approval	Purchasing Approval
PO Number / Date: 109636, 8/3/26	PO Number / Date:	PO Number / Date:

Explain if only one quotation supplied:

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

Attachment C: Requisition Document / Purchase Order

Joe Cooper Chevrolet Quote

For More Information Contact:

Dee Roberson or Ryan Roberson

405-737-3389

Dee@cooperfleet.comRyan@cooperfleet.com**State Contract SW0035, #25101702****Date: 06-26-2026****Quote Number: 23203620 A****Quoted By: Brandon****Quote Total is \$51,000.00****This is quote for Sallisaw PD**

Contact: Herbert Hutchinson

Email: hhutchinsonpd@sallisawok.org

Phone:

**Quoting a 2025 Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model
Folder DGS893****Color:** Black -- **Seats:** Cloth Front Vinyl Rear -- **Floor:** Rubber Floor

Standard Equipment: Police Equipment Added: Left Hand Spotlight, Red and white front auxiliary dome, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only). Other Equipment: Engine, 5.3L EcoTec3 V8 with Transmission, 10-speed automatic, Power Locks, Windows and Mirrors, Keyless Entry, Differential, mechanical limited-slip, Trailing equipment includes trailing hitch platform, 7-wire harness, Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors, Glass, deep-tinted, Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth, Keyless start, push button, Power Seats Driver and Passenger, Remote start, Air conditioning, tri-zone automatic climate control, Defogger, rear-window electric, Remote Start, 2 Extra Keys and Fobs

Quote Summary

Item Description	Quantity	Amount
Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model \$51,410.00	1	\$51,410.00
Engine, 5.3L EcoTec3 V8 Transmission, 10-speed automatic	1	\$0.00
Differential, heavy-duty locking rear Standard \$0.00	1	\$0.00
Remote Start	1	\$0.00
Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility	1	\$0.00
Flasher system, headlamp and taillamp, DRL compatible with control wire MSRP \$55.00	1	\$52.00
Speaker, Grill & Aux Speaker Wiring MSRP \$146.00	1	\$139.00
Model Year Discount	1	(\$601.00)
Quote Total		\$51,000.00

Joe Cooper Chevrolet Quote

For More Information Contact:

Dee Roberson or Ryan Roberson

405-737-3389

Dee@cooperfleet.comRyan@cooperfleet.com**State Contract SW0035, #25101702****Date: 06-26-2026****Quote Number: 23203629 A****Quoted By: Brandon****Quote Total is \$51,800.00****This is quote for Sallisaw PD**

Contact: Herbert Hutchinson

Email: hhutchinsonpd@sallisawok.org

Phone:

Quoting a 2025 Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model Folder DGS993**Color:** Black -- **Seats:** Cloth Front Vinyl Rear -- **Floor:** Rubber Floor

Standard Equipment: Police Equipment Added: Left Hand Spotlight, Red and white front auxiliary dome, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only). Other Equipment: Engine, 5.3L EcoTec3 V8 with Transmission, 10-speed automatic, Power Locks, Windows and Mirrors, Keyless Entry, Differential, mechanical limited-slip, Trailering equipment includes trailering hitch platform, 7-wire harness, Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors, Glass, deep-tinted, Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth, Keyless start, push button, Power Seats Driver and Passenger, Remote start, Air conditioning, tri-zone automatic climate control, Defogger, rear-window electric, Remote Start, 2 Extra Keys and Fobs

Quote Summary

Item Description	Quantity	Amount
Chevy 1500 Police Tahoe 2WD 9C1 Pursuit Model \$51,410.00	1	\$51,410.00
Engine, 5.3L EcoTec3 V8 Transmission, 10-speed automatic	1	\$0.00
Differential, heavy-duty locking rear Standard \$0.00	1	\$0.00
Remote Start	1	\$0.00
Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility	1	\$0.00
DRZ Rear Camera Mirror, inside rearview auto-dimming with full camera display with Camera washer Requires 1FL Safety Package MSRP \$470.00	1	\$451.00
1FL Safety Package includes (UEU) Forward Collision Alert, (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, (UKI) Blind Zone Steering Assist, (UHY) Automatic Emergency Braking, (UFB) Rear Cross Traffic Braking, (UKT) Front Pedestrian and Bicyclist Braking, (CTB) Intersection	1	\$341.00

Automatic Emergency Braking, (UOW) Side Bicyclist Alert, and
(TQ5) IntelliBeam headlamps MSRP \$356.00

Flasher system, headlamp and taillamp, DRL compatible with control wire MSRP \$55.00	1	\$52.00
Speaker, Grill & Aux Speaker Wiring MSRP \$146.00	1	\$139.00
Model Year Discount	1	(\$593.00)
Quote Total		\$51,800.00

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Patrol Units Upfit

ITEM TITLE: Discussion and possible action on Purchase Order No. 109640, issued to Sequoyah Screen Printing and Trophy of Sallisaw, Oklahoma, in the amount of \$32,424.62

INITIATOR: Police Captain
Purchasing Agent

STAFF INFORMATION SOURCE:

BACKGROUND: The will allow for the upfit of the 2 new police Tahoe units.

EXHIBITS: 1. Police Vehicle Upfit Agenda Item - PO # 109640

KEY ISSUES: N/A

FUNDING SOURCE: GL #030-201-57704 (Police Vehicles / Outfit) — \$30,000.00
budgeted the remaining will come from contingency.

RECOMMENDATION: Approval of Purchase Order No. 109640 issued to Sequoyah Screen Printing and Trophy in the amount of \$32,424.62

I respectfully request approval to use **Sequoyah Screen Printing** to upfit the Sallisaw Police Department's patrol vehicles. They have provided the most cost-effective option while also being a local business.

I attempted to obtain quotes from **DCS** and **Metro Emergencies**, but I was unable to receive quotes from either company. In addition to the lower cost, Sequoyah Screen Printing provides outstanding local service. If any issues arise with the equipment installation, they can respond the same day, minimize vehicle downtime and keeping our patrol units in service.

Attachment B: Quotation Sheet

CITY OF SALLISAW QUOTATION SHEET

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 6/30/2026	Date of Quotation 6/30/2026	Date of Quotation
Department Number: 201	Department Number: 201	Department Number:
Vendor Name / Number Omega Car & Truck	Vendor Name / Number Sequoia Screen Printing	Vendor Name / Number
Address 215 Commerce Drive City Airmar State AR Zip 72921	Address 924 E Cherokee Suite 1 City Sallisaw State OK Zip 74955	Address
Phone 479-632-4766	Phone	Phone
Item (s) Tahoe Upfit	Item (s) Tahoe Upfit	Item (s)
Quantity 2	Quantity 2	Quantity
Price each \$16,385.79	Price each \$16,212.31	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ \$32,771.58	Total Cost \$ \$32,424.62	Total Cost \$
Quote Expiration Date 90 days	Quote Expiration Date 90 days	Quote Expiration Date
Quotes Obtained By: Hutchinson	Quotes Obtained By: Hutchinson	Quotes Obtained By:
GL Budget Line PO-201-57704	GL Budget Line PO-201-57704	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date: 109640, 8/3/26	PO Number / Date:

Explain if only one quote is relied:

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

Attachment C: Requisition Document / Purchase Order

Sequoyah Screen Printing & Trophy

924 East Cherokee Suite 1
Sallisaw, OK 74955

Estimate

Date	Estimate #
6/30/2026	211

Name / Address
Sallisaw Police Dept.

			Project
Description	Qty	Rate	Total
49" Quad Lightbar	1	1,900.00	1,900.00
600 Light Stick for Rear Window 4 Color	1	468.00	468.00
Surface Mount for the push bumper, Running Boards, Rear Side Windows and Tag	18	98.00	1,764.00
4200 DL Controller	1	440.00	440.00
100W Siren	1	170.00	170.00
100W Speaker	1	140.00	140.00
L/P Bracket L- Brackets	11	12.00	132.00
Space Saver High Security 475-1657 and 475-1674 Package	1	1,849.00	1,849.00
Internal Cup Holder 425-6729	1	65.00	65.00
2" USB Plate 425-6792	1	103.00	103.00
Prisoner Cargo Barrier 475-1682	1	510.51	510.51
Integrated Printed Console 425-6738	1	625.80	625.80
Rear Mounted Arm Rest 425-0024	1	135.00	135.00
Westin Push Bumper 36-4045	1	650.00	650.00
Light Channel 4 lights 36-6015SMP4	1	40.00	40.00
A/R Gunlock 475-2010	1	450.00	450.00
SUV Locker 2.0 SUV39-2-00	1	1,020.00	1,020.00
Tahoe Riser Install CTR2021kit	1	375.00	375.00
Aux Drawer AD38-000	1	300.00	300.00
Electronics Tray ET36-TT-000	1	355.00	355.00
Fence Kit F39-000	1	325.00	325.00
Feniex Flood	2	160.00	320.00
Feniex 4x flasher	1	60.00	60.00
Feniex interior Flood for the Rear Tailgate	1	85.00	85.00
Labor/Shipping/Supplies (Wire, Wire Connectors Loom, Fuse Disconnects)3930.00	1	3,930.00	3,930.00
		Subtotal	
		Sales Tax (0.0%)	
		Total	

Sequoyah Screen Printing & Trophy

924 East Cherokee Suite 1
Sallisaw, OK 74955

Estimate

Date	Estimate #
6/30/2026	211

Name / Address
Sallisaw Police Dept.

Project

Description	Qty	Rate	Total
Upfitt 2026 Tahoe Install VHF Radio, Antenna and Coax provided by the customer, Install Motorola Camera System provided by the customer			
		Subtotal	\$16,212.31
		Sales Tax (0.0%)	\$0.00
		Total	\$16,212.31

Omega Car and Truck Accessories

Emergency Services

215 Commerce Drive
Alma, AR 72921
Phone (479)-632-4766

QUOTE

DATE

EXPIRES

90 days

QUOTE #

1

Quote For:

SALLISAW PD 2025 TAHOE HERB 918-315-1122

Prepared by: Brian K
479-363-2071

PART	DESCRIPTION	PRICE	QTY	AMOUNT
45" ALGT	LOADED LIGHT BAR / HOOK KIT	\$3,975.00	1.00	\$3,975.00
PF200	PF 200 FULL FUNCTION CONTROLLER	\$0.00	1.00	\$0.00
ES100C	100W SPEAKER	\$0.00	1.00	\$0.00
ESB	SPEAKER BRACKET	\$0.00	1.00	\$0.00
OBD CABLE	OBD INTEGRATION CABLE	\$0.00	1.00	\$0.00
36-4045	PUSH BUMPER	\$660.00	1.00	\$650.00
36-6005	LIGHT CHANNEL	\$52.00	1.00	\$52.00
SUV39-2-000	SUV LOCKER PACKAGE	\$960.00	1.00	\$960.00
CTR2021KIT	TAHOE RISER KIT	\$375.00	1.00	\$375.00
AD38-000 AUX DRAWER	AUX DRAWER	\$299.00	1.00	\$299.00
ET36-T-000	ELECTRONICS TRAY	\$352.00	1.00	\$352.00
F39-000	FENCE PACKAGE	\$360.00	1.00	\$360.00
C3RNRDC-60R-BWRW	60" OUTLINER BAR	\$377.00	2.00	\$754.00
CD9215	DUAL COLOR COMBO SPOT DUAL ROW	\$463.00	1.00	\$463.00
SL8C-RAB	LATITUDE RED AMBER BLUE REAR BAR	\$375.00	1.00	\$375.00
CW0410-WR	400 SERIES COMPARTMENT LIGHT RED/WHITE	\$79.00	1.00	\$79.00
475-2010	A/R/ GUNLOCK	\$469.00	1.00	\$469.00
475-1657	Space Creator - High Security/High Visibility Window (21+ TAHOE)	\$805.00	1.00	\$805.00
475-1674	HSEP - 2P (21+ TAHOE)	\$108.80	1.00	\$108.80
425-6729	4" Dual ABS Cup Holder (Internally Mounted)	\$49.99	1.00	\$49.99
MAGMIC	MAG MIC	\$49.00	1.00	\$49.00
425-6701	POWER Faceplate w/USB A/USB C & 12v Outlets (2)	\$89.00	1.00	\$89.00
475-1682	Prisoner Cargo Barrier (21+ TAHOE)	\$521.00	1.00	\$521.00
EXPMOD24	PATHFINDER EXPANSION MODULE	\$246.00	1.00	\$246.00
425-6738	Tahoe 2025+ PRINTER/DGS with Locking Lid (14" FP)	\$620.00	1.00	\$620.00
425-0024	REAR MOUNTED ARMREST	\$131.00	1.00	\$131.00
MPS63U-RBW	TRI COLOR	\$147.00	10.00	\$1,470.00
MPSM6-LB	L BRACKET	\$14.00	2.00	\$28.00
	SHIPPING OR LABOR	\$3,105.00	1.00	\$3,105.00

SUBTOTAL

\$16,385.79

TAX RATE

0.00%

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Land and Water Conservation Fund Project Agreement

ITEM TITLE: Discussion and possible action on Agreement between the Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement for construction of Sallisaw Soccer Fields at the Sports Complex

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: This is the agreement document to be executed to reimburse spending on the Sallisaw Sports Complex Soccer Fields project. The total amount of the award is \$554,047.00 (based on 50% of the last low bid of \$1,108,094). This will be added to our current reserved funding of \$500k as we go back out for bids on this long-anticipated project.

EXHIBITS: 1. 40-
01275_Sallisaw_SallisawSoccerFields_OTRDProjectAgreement_V01(Unsigned)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement.

**OKLAHOMA TOURISM AND RECREATION DEPARTMENT
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT**

National Park Service Project Number: P26AP00899-00

Oklahoma Tourism and Recreation Department Project Number: 40-01275

Project Name: Sallisaw Soccer Fields

Project Sponsor: City of Sallisaw

Project Period: 08/04/2026 – 08/03/2029

Project Cost: \$1,108,094.00

Approved Federal Funds: \$554,047.00

This Agreement is made and entered into by and between the Oklahoma Tourism and Recreation Department, hereinafter referred to as “OTRD,” and the City of Sallisaw, hereinafter referred to as “Subrecipient,” collectively referred to as “the Parties,” with the following intents and purposes:

WITNESSETH:

WHEREAS, the purposes of the Land and Water Conservation Fund Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens; and

WHEREAS, these purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation; and

WHEREAS, the United States Department of the Interior, National Park Service, (“NPS”) and OTRD entered into Agreement Number P26AP00899-00 pursuant to

the Land and Water Conservation Fund (“LWCF”) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 2003001 et seq.), for the acquisition and/or construction of the Project described herein, for the benefit of Subrecipient; and

WHEREAS, the NPS Project Agreement imposes responsibilities and compliance obligations on OTRD, and OTRD has agreed to likewise impose the same responsibilities and compliance obligations on Subrecipient; and

NOW THEREFORE, for and in consideration of the mutual needs of the Parties as expressed herein, OTRD and Subrecipient do hereby mutually agree as follows:

I. Contract Documents; Incorporation of NPS Project Agreement; Order of Priority.

This Agreement comprises this document, as well as any exhibits, attachments, addendums, appendices, or supplemental terms and conditions attached hereto, including, but not limited to, the project cost estimate, boundary map, and the NPS Project Agreement, in its entirety, including the Department of the Interior Standard Terms and Conditions as well as any other exhibits, attachments, addendums, appendices, or supplemental terms and conditions contained therein. If there is a conflict between the terms of this Agreement and the NPS Project Agreement, the conflict shall be resolved by giving priority to the NPS Project Agreement.

II. Statement of Work.

OTRD shall pass through a subaward/subgrant to Subrecipient to create Sallisaw Soccer Fields. This Project will: Construct soccer fields and ADA parking. Install signage.

III. Project Period.

The initial project period for this project shall be from 08/04/2026 – 08/03/2029, during which time all reimbursable costs must be incurred. If it becomes apparent to either of the Parties that completion will not be possible within the project period, OTRD shall submit a request for an amendment to extend the project period. If an extension of the project period becomes necessary, Subrecipient shall cooperate with all requests for information or documentation from OTRD, which are necessary to request

the extension. Said information or documentation must be provided to OTRD no less than ninety (90) days prior to end of the current project period. In no event shall the project period exceed five (5) years.

IV. Compliance.

Subrecipient hereby agrees to discharge, perform, and fully satisfy all responsibilities and compliance obligations in the NPS Project Agreement, which are directly or indirectly applicable to Subrecipient. Subrecipient further agrees that it shall not, through any act or omission, violation any provision of the NPS Project Agreement. Subrecipient represents its present compliance, and shall have an ongoing obligation to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and orders, as amended. Subrecipient assumes responsibility for informing its employees, agents, and contractors who provide a product or perform a service in connection with this Agreement of Subrecipient's obligations under the Agreement.

V. Project Assurances.

Subrecipient has reviewed and confirms that all representation made by OTRD under the NPS Project Agreement are true and accurate to the best of its knowledge and shall have an ongoing obligation to inform OTRD if it is made aware of any information that would contradict said assurances.

VI. Timely Assistance.

The Parties agree to provide timely assistance to one another and promptly comply with all reasonable requests for information or documentation necessary to fulfill their obligations under this Agreement or the NPS Project Agreement.

VII. Public Recreation in Perpetuity.

The Subrecipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Subrecipient shall, at its sole cost and expense, comply with the following particular requirements:

- a. The Subrecipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber, or create or suffer any lien upon the Facilities or any

part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the NPS. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the Facilities adopted by the Subrecipient in accordance with the Project Agreement.

- b. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Subrecipient shall provide and maintain adequate sanitation and sanitary facilities, and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State, and Local laws, ordinances, codes, rules, regulations, and standards. The Subrecipient shall keep the facilities safe for public use in good, operable condition and repair.

VIII. Acknowledgement Sign.

The Subrecipient shall post in a prominent location on the Facilities, and shall maintain in good condition, a sign, approved by OTRD, giving public acknowledgement of assistance from the Land and Water Conservation Fund.

IX. Record Retention.

The Parties mutually agree to retain all documents and records pertinent to this Agreement and work performed pursuant to this Agreement for a period of seven (7) years following completion or termination of this Agreement. OTIA agrees any pertinent federal or state agency, including OTRD, shall have the right to examine and audit all records relevant to the execution and performance of this Agreement, at no additional cost to OTRD. As used in this clause, “record” shall include a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

X. Inspections.

It is the responsibility of OTRD to administer a regular and continuing program of on-site inspections of the Facilities. Subrecipient agrees to make the Facilities accessible to OTRD and NPS for all pre-award, progress, final, and post-completion site inspections. Subrecipient agrees to furnish all materials or information requested by OTRD or NPS that are necessary to complete on-site inspections.

XI. Limitation of Liability.

Subrecipient shall hold OTRD harmless from and against any and all claims, causes of action, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any incidences or occurrences therein or thereon. OTRD shall bear no liability to Subrecipient for lost profits, lost sales, business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

XII. Modification, Remedies for Noncompliance, and Termination.

- a.** No modifications, changes, revisions, amendments, or alterations to the terms of this Agreement shall be effective unless reduced to writing and executed by the Parties with the same formalities as are observed in the execution of this Agreement. In the event Subrecipient requires a modification of this Agreement, Subrecipient shall submit a request, including all supporting or required documentation, no less than ninety (90) days prior to the end of the current project period. Requests submitted less than ninety (90) days prior to the end of the current project period or that do not include the requisite documentation may not be considered.
- b.** Additional conditions may unilaterally be imposed by OTRD if it is determined that Subrecipient is non-compliant to the terms and conditions of this Agreement, provided that Subrecipient will be given notice and a reasonable opportunity to cure any non-compliance before additional conditions are imposed.
- c.** OTRD may terminate this Agreement in whole or in part if Subrecipient fails to comply with the terms and conditions of this Agreement, provided that

Subrecipient will be given notice and a reasonable opportunity to cure any non-compliance before termination.

XIII. Choice of Law and Venue.

Any claim, dispute, or litigation relating to this Agreement shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal grant funds are involved, applicable Federal laws, rules and regulations shall govern to the extent necessary to ensure the benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

XIV. Waiver.

The waiver by one of the Parties of any breach by another of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

XV. Notices.

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by one Party to another pursuant to the Agreement shall be in writing and addressed as set forth below:

Oklahoma Tourism and Recreation Department

General Counsel

123 Robert S. Kerr Avenue, 900

Oklahoma City, Oklahoma 73102

City of Sallisaw

115 E Choctaw Avenue

P.O. Box 525

Sallisaw, Oklahoma 74955

XVI. Severability.

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 08/03/2026
GRANT NO. P26AP00899-00	

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
4	0054019264-00040	\$23,440.00	08/04/2026	08/03/2029	5035	19LW SRA SALLISAW SOCCER FIELDS
5	0054019264-00050	\$107,759.70	08/04/2026	08/03/2029	5035	21GW SRA SALLISAW SOCCER FIELDS

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 08/03/2026
GRANT NO. P26AP00899-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
08/04/2026	08/03/2029	Project Final	12/01/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
08/04/2026	08/03/2029	Project Final	12/01/2029

AWARD ATTACHMENTS

OKLAHOMA TOURISM & RECREATION

P26AP00899-00

1. Grant Agreement
2. Environmental Document
3. Budget

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
OKLAHOMA DEPARTMENT OF TOURISM AND RECREATION

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I. LEGAL AUTHORITY

Agreement Number P26AP00899 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Oklahoma Department of Tourism and Recreation (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.
- B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The Recipient, Oklahoma Tourism and Recreation Department, will pass through a subaward to the Subrecipient, city of Sallisaw, to improve Sallisaw Sports Complex. This project will construct soccer fields.

V. RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:
 - 1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).
 3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.
 4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$554,047.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system, and consistent with 2 CFR §200.305 (Payment).
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk," has compliance and/or performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The Financial Assistance Awarding Officer (FAAO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with 2 CFR § 200.407 – Prior written approval (prior approval). The Recipient shall not incur

costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- E. Any non-Federal share, whether cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for SF-425 Federal Financial Report (FFR) frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions “Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR § 200.334 - Record retention requirements.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205– Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

This award has been determined to be low risk with the following requirements:

Low: Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United

States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.
- E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the program under which the property was acquired or improved. As a result, the State agrees that the area depicted or otherwise described on the 200305.(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 CFR 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- F. The Recipient must maintain documentation of the recordation specified in Part II. E. above and report regularly to NPS on the status of the Federal interest in the Property.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and

assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes

(1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

8. The State will assist the National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. 4321 et seq.), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The State will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

This assistance includes providing information needed for NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The applicant must provide NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

When a project includes grant-assisted development or other ground-disturbing activities, the applicant must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and Part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Recipient is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Recipient is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Recipient affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Recipients must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 et seq.) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800), the Department of the Interior's implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Recipients must also adhere to the Department of the Interior's Secretary's Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. 4321 et seq.), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. 300101 et seq.) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Recipient must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Recipient must notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Recipient must provide documentation of the change to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

C. Other Award Specific Terms and Conditions

1. The Recipient must report on the status, progress, and performance of all Award Specific Terms and Conditions included in Article XI, Part IV, Section D or otherwise

incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Recipient must submit this information through GrantSolutions as part of each required performance report, and when applicable, any Subrecipient must provide the Recipient with the information needed to meet these reporting requirements. NPS will review condition performance during each reporting cycle, including final closeout.

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

- A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding

Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***

- (1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory

requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) *Proceedings About Which You Must Report.*

- (1) You must submit the required information about each proceeding that—
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following—
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000;
- or
- (D) Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) *Definitions.* For purposes of this award term—
Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange

Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:
 - a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
 - b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.
2. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in

the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its

receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
- (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C.

202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an

organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)

The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and

activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be

used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184](#),

and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders (SO) found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.



40-01275, Sallisaw Soccer Fields

Sallisaw, Sequoyah County, Oklahoma

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 40-01275, Sallisaw Soccer Fields which includes constructing soccer fields in a park already developed with multiple sports fields.

Categorical Exclusion

This grant has been environmentally certified **F(5)** which states:

Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:

- a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
- b. introduce motorized recreation vehicles;
- c. introduce active recreation pursuits into a passive recreation area;
- d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
- e. add or alter access to the park from the surrounding area.

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum

HALLIE
GROFF

Digitally signed by
HALLIE GROFF
Date: 2026.03.17
11:43:49 -06'00'

Hallie Groff
Supervisory Outdoor Recreation Planner
Land and Water Conservation Fund Program

Date

BUDGET NARRATIVE

CITY OF SALLISAW SALLISAW SOCCER FIELDS PROJECT #40- 01275

Sponsor Match = Cash Match	\$	554,047.00
In-Kind Match	\$	00.00
Donated Match	\$	00.00
Total Sponsor Match	\$	554,047.00

XX

Total Federal Match	\$	554,047.00
----------------------------	-----------	-------------------

Total Project Cost	\$	1,108,094.00
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The scope of work to be completed for this project includes:

1. Mobilization & Construction
2. Five Soccer Fields
3. ADA Parking
4. Signage

Cost Estimate below

COST ESTIMATE
CITY OF SALLISAW - SALLISAW SOCCER FIELDS

Source of Funds			Grant Request	Cash Match	In-kind Match	Donate Match	Totals
LWCF GRANT			\$ 554,047.00				\$ 554,047.00
SPONSOR				\$ 554,047.00			\$ 554,047.00
OTHER CONTRIBUTORS							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTALS			\$ 554,047.00	\$ 554,047.00	\$ -	\$ -	\$ 1,108,094.00

Use of Funds	Unit of Measure & Number of Unit	Cost Per Unit	Grant Request	Cash Match	In-kind Match	Donate Match	Totals
I. PROFESSIONAL SERVICES							
I a. Design and Engineering							\$ -
I b. Administrative Fees							\$ -
							\$ -
II. PROJECT MATERIALS							
III. PROJECT CONSTRUCTION							
General Construction / Mobilization	LS - 1	\$ 205,000.00	\$ 102,500.00	\$ 102,500.00			\$ 205,000.00
Earthwork -							
Excavation/Compaction	LS - 1	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00			\$ 450,000.00
Erosion Control	LS - 1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00			\$ 5,000.00
Adjust Manhole to Grade	EA - 2	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			\$ 2,000.00
Curb and Gutter	LF - 1657	\$ 25.00	\$ 20,712.50	\$ 20,712.50			\$ 41,425.00
Concrete for ADA Parking	SF - 1706	\$ 12.00	\$ 10,236.00	\$ 10,236.00			\$ 20,472.00
ADA Parking Striping	SF - 1706	\$ 3.00	\$ 2,559.00	\$ 2,559.00			\$ 5,118.00
Precast Concrete Bumper	EA - 3	\$ 800.00	\$ 1,200.00	\$ 1,200.00			\$ 2,400.00
8" Aggregate Base	SY - 12191	\$ 20.00	\$ 121,910.00	\$ 121,910.00			\$ 243,820.00
Separator Fabric	SY - 12375	\$ 3.00	\$ 18,562.50	\$ 18,562.50			\$ 37,125.00
Detention Discharge Structure	Ea - 2	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 3,000.00
4" Thick Concrete Pavement	SF - 3704	\$ 8.50	\$ 15,742.00	\$ 15,742.00			\$ 31,484.00
ADA Signs and Symbols	LS - 1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00			\$ 3,500.00
Bermuda Sprigging	Acres -10.5	\$ 5,500.00	\$ 28,875.00	\$ 28,875.00			\$ 57,750.00
III a. DEMOLOTION							
							\$ -
							\$ -
III b. SITE WORK							
							\$ -
IV. LAND DONATION							
							\$ -
TOTALS			\$ 554,047.00	\$ 554,047.00	\$ -	\$ -	\$ 1,108,094.00

List Each Matching Share Contributor. Each entry must have a corresponding signed and dated letter of support stating their commitment of the contribution (this includes a letter from the project sponsor if it is contributing match).

Matching Share Contributors (Name and funding source):	Match Amount/ Value	Type (cash, donated land, etc.)	Is Match Secure or firmly committed. If committed, list date expected to be secured.
City of Sallisaw	\$ 554,047.00	Cash	
GRAND TOTAL	\$ 554,047.00		

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement, and bind their respective party thereto.

Oklahoma Tourism and Recreation Department

By: _____ Title: _____ Date: _____

Subrecipient: City of Sallisaw

By: _____ Title: _____ Date: _____

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Plat presentation of Prairie Sky Phase 3

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-007; plat presentation of Prairie Sky Phase 3 by Sallisaw Apartment Partners, LLC

INITIATOR: Kelly Osburn, Osburn Land Surveyors, LLC

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Sallisaw Apartment Partners, LLC will be presenting a plat of Prairie Sky Phase Three, an addition to the City of Sallisaw, for consideration. The property is located on Drake Rd. The intent is to construct multifamily dwellings and single-family dwellings. The Sallisaw Planning Commission heard this item on August 4th and recommended approval.

EXHIBITS: 1. PC2026-007 Application
2. 260709 Prairie Sky Phase 3 pdf

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Plat of Prairie Sky Phase Three.

PC2026-007

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for Prairie Sky Phase 3

General Location Drake Rd.

Present Use of Property Residential

Proposed Use of Property Residential

Record Owner of Property Sullivan Apartment Partners LLC

If Applicant is other than owner, indicate interest: Purchaser, Lessee, Agent for

other, _____

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

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

Signed [Signature] Address P.O. Box 1406

Phone 918-774-4458 Sullivan

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Cote

Date: 5-4-26

Present Zoning: RT R-3

Application No.: PC2026-007

Requested: _____

Fee Receipt: 6.000028295 \$200

P.C. Action: _____

City Action: _____

Date: _____

Ordinance No.: _____

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Plat Presentation of Martin Depot Addition

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-008; plat presentation of Martin Depot Addition by Black Diamond Properties, LLC

INITIATOR: Kelly Osburn, of Osburn Land Surveyors, LLC

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Black Diamond Properties, LLC, will present a plat for Martin Depot Addition, an addition to the City of Sallisaw for consideration. The property is located on the East side of Block 6 on Quesenbury. The intent is to sell the lots so that single-family dwellings can be constructed. Planning Commission heard this item at their August 4th meeting and recommended approval.

EXHIBITS: 1. PC2026-008 Application Plat Martin
2. PC2026-008 Martin Depot Plat

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the plat of Martin Depot Addition.

PC2026-008

PLANNING COMMISSION

REQUEST FOR PLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for Martin Depot Addition

General Location EAST of Blackle on Quisenberry Ave

Present Use of Property Un Used

Proposed Use of Property R-2

Record Owner of Property Eddie Martin

If Applicant is other than owner, indicate interest: Purchaser, Lessee, Agent for, Kelly Osburn other, _____

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

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

Signed Kelly Osburn Address P.O. Box 1406
Phone 918-775-9322 Sallisaw

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter

Date: 5-5-26

Present Zoning: R-2-P1

Application No.: PC2026-008

Requested: R-2

Fee Receipt: C.000028321 \$200

P.C. Action: _____

City Action: _____

Date: _____

Ordinance No.: _____

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Black Diamond Properties LLC, being the sole owner/s of the fee simple and to the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

Book 1680 Page 99
A 0.83-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the Lot 4 of Section 5, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on January 9, 2024. The basis of bearing for the described parcel is N86°02'58"E along the centerline of the Union Pacific Railroad and is more particularly described as:

Beginning at an existing 1/2" Pipe marking the NE Corner of Block 6 to the Original Town of Sallisaw, said point also being the NW corner of original Depot Grounds No. 56 of the Kansas and Arkansas Valley Railway Company, Thence along the South line of Quesenbury Ave. also being the North line of said original Depot Grounds, N85°59'33"E 360.00 Feet to a set #3 Rebar w/cap; Thence parallel with the East line Block 6, S04°00'55"E 100.00 Feet to an existing #3 rebar w/cap on the North right of way of the Union-Pacific Railroad; Thence along said right of way S85°59'33"W 360.00 Feet to an existing 1/2" pipe marking the SE corner of said Block 6; Thence along the East line thereof N04°00'55"W 100.00 Feet to the Point Of Beginning.

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

owner — Eddie Martin

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2026, personally appeared Eddie Martin, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary

My Commission Expires:

(SEAL)

SURVEYOR'S CERTIFICATE

I, Kelly Osburn, a competent surveyor and an Oklahoma Professional Land Surveyor under Registration No. 1628, do hereby certify that I have carefully and accurately surveyed and staked the property located in part Lot 4 of Section 5, Township 11 North, Range 24 East, as described on the plat and that Monuments have been found or #3 rebar with cap #1628 have been placed at all property corners and that the described plat is a true representation of said survey. The last site visit was 05/07/2026. This survey meets the requirements of Oklahoma Minimum Standards.

Certificate of Authorization: #5391; Expires 6—30—2027.

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

Kelly Osburn, P.L.S.

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

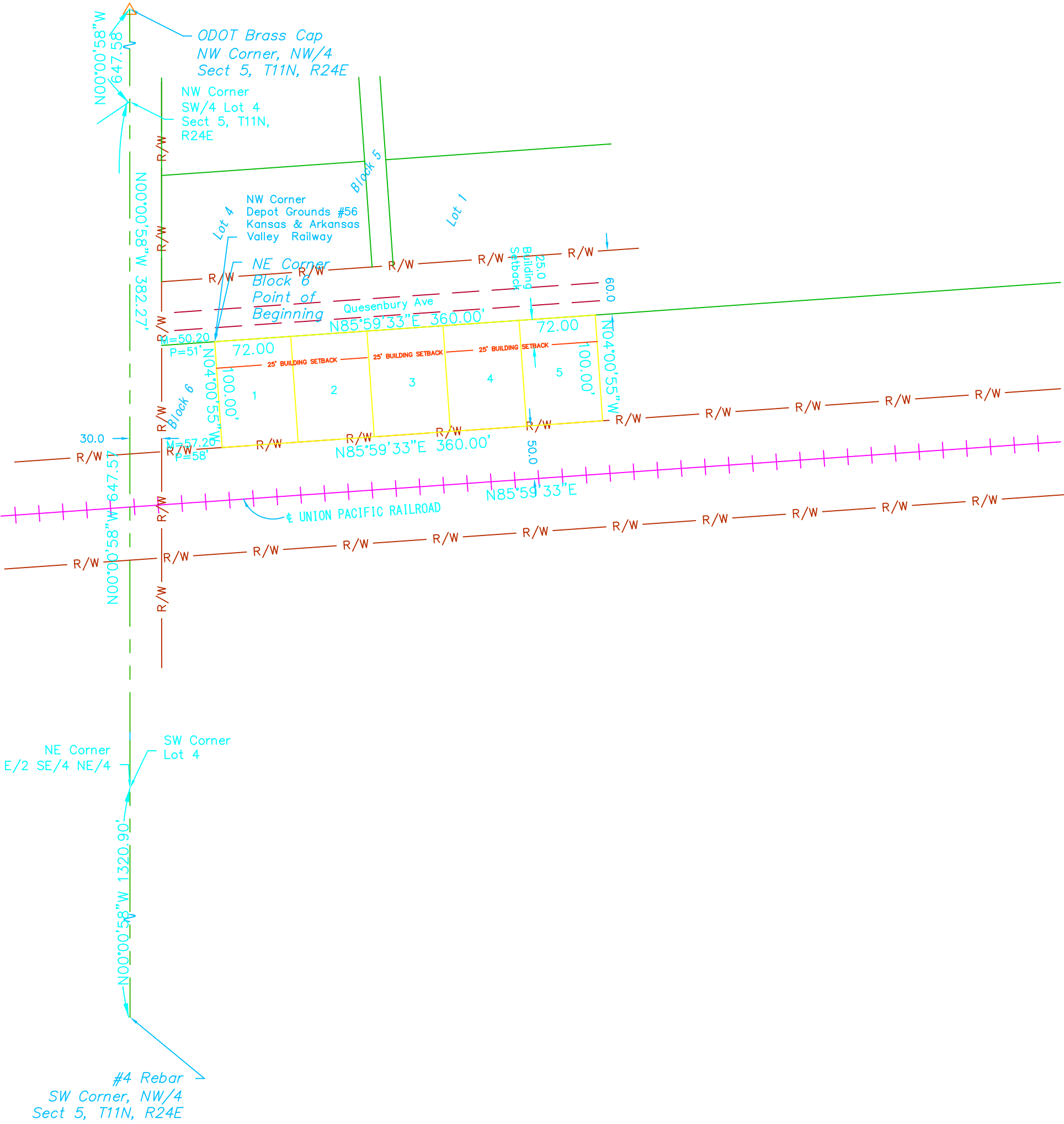
Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 2026, personally appeared Kelly Osburn, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary

My Commission Expires:

(SEAL)



APPROVAL OF PLAT

The Board of Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Martin Depot Addition", an addition to the City of Sallisaw, Oklahoma, and accepts the easements shown therein.

Dated this ____ day of _____, 2026.

CITY OF SEQUOYAH

MAYOR

ATTEST:

CITY CLERK

(SEAL)

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

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

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

Dated the ____ day of _____, 2026.

COUNTY TREASURER

NOTES:

Easements provided via Title Opinion by Valley Land and Title affecting this plat

Book 1208 Page 787— This instrument in favor of AT&T calls a 16.5 feet corridor affecting the subject property but does not specify an exact location. This instrument may burden the subject property. Owners should satisfy themselves as to the exact burden this instrument imports

Easements affecting this property which may exist prior to the filing of this plat have not been shown.

Any building setbacks, lot restrictions and/or covenants to these lots shall be the dictated and filed of record by the developer.

Basis of Bearing is N85°59'33"E along the centerline of the Union Pacific Railroad.

All Lot measurements are to Lot Corners.

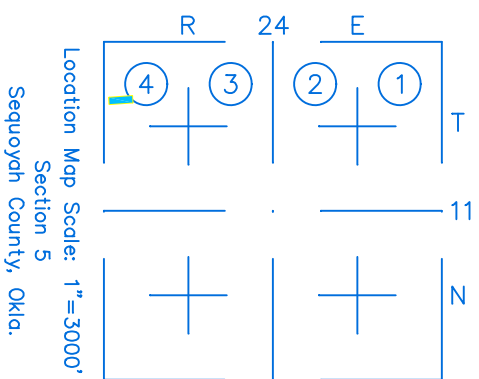
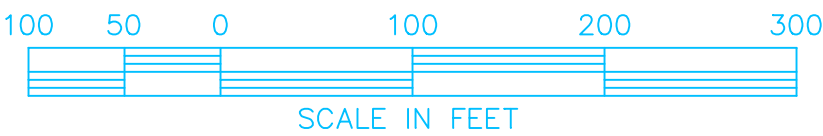
This Addition will be zoned R-2. Any and all building set backs shall be enforced by the City of Sallisaw code enforcement and dictated by the applicable zoning ordinance for which this is zoned.

Martin Depot Addition

An addition to the City of Sallisaw, being a part of Lot 4 of Section 5, Township 11 North, Range 24 East, Sequoyah County, Oklahoma.

Date: 06—2026 Scale: 1"=200'
Owner/Developer: Black Diamond Properties LLC

Osburn Land Surveyors, LLC.
3840 West Cherokee P.O. Box 1406
Sallisaw, OK 74955
Office — (918) 775—9322 Fax — (918) 775—8544



AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Board of City Commissioners
Subject: Rezone Request

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-009; rezoning from Industrial District (I-1) to Residence District (R-2) by Black Diamond Properties, LLC; and Ordinance No. 2026-14; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency*

INITIATOR: Kelly Osburn, Osburn Land Surveyors, LLC

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Black Diamond Properties, LLC, is requesting a rezoning from Industrial District (I-1) to Residence District (R-2). The property is located on the East side of Block 6 on Quesenbury.

EXHIBITS:

1. PC2026-009 Application Martin
2. PC2026-009 Newspaper Map
3. PC2026-009 Notice of Hearing
4. Ordinance 2026-14 - rezone.blackdiamondprop

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Planning Commission Case No. PC2026-009 and Ordinance No. 2026-14.
- b. Approval of Emergency Clause.

PC2026-009

PLANNING COMMISSION

REQUEST TO REZONE

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

Industrial to R-2

General Location EAST of Block 6 on Quisenberry Ave
(Street Address)

Present Use of Property Industrial

Proposed Use of Property R-2

Record Owner of Property Eddie Martin

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☒ agent for, _____ ☐ other _____

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

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

Signed [Signature]
Phone 918-775-9322

Address P.O. Box 1406
Sallisaw

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Cate Date 5-5-26

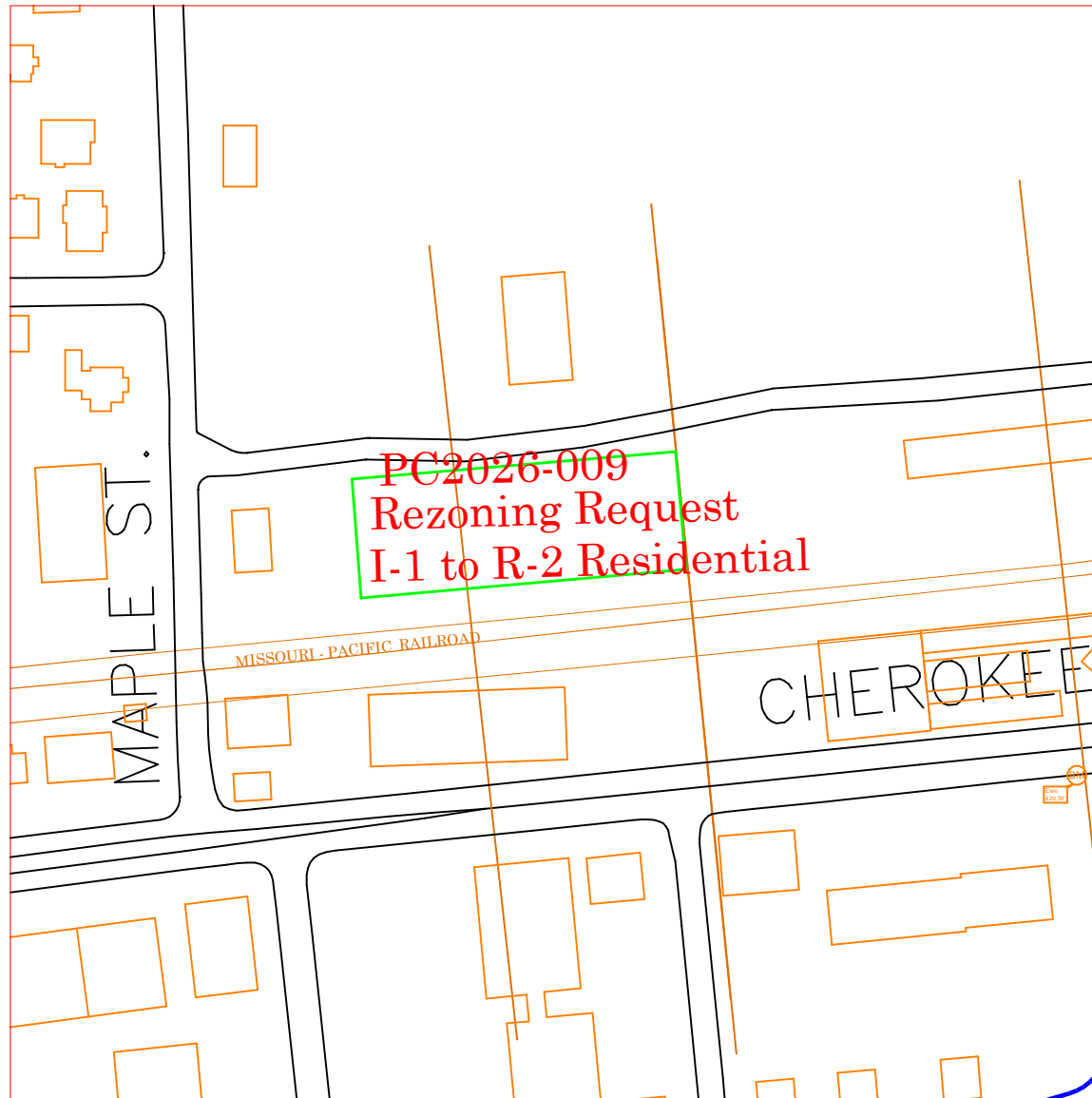
Application No.: PC2026-009 Requested: R-2

Fee Receipt: 6.000028371 \$200 P.C Date: _____

City Council: _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING **ON APPLICATION FOR REZONING**

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

A 0.83-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the Lot 4 of Section 5, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on January 9, 2024. The basis of bearing for the described parcel is N86°02'58"E along the centerline of the Union Pacific Railroad and is more particularly described as:

Beginning at an existing ½" Pipe marking the NE Corner of Block 6 to the Original Town of Sallisaw, said point also being the NW corner of original Depot Grounds No. 56 of the Kansas and Arkansas Valley Railway Company, Thence along the South line of Quesenbury Ave. also being the North line of said original Depot Grounds, N85°59'33"E 360.00 Feet to a set #3 Rebar w/cap; Thence parallel with the East line Block 6, S04°00'55"E 100.00 Feet to an existing #3 rebar w/cap on the North right of way of the Union-Pacific Railroad; Thence along said right of way S85°59'33"W 360.00 Feet to an existing ½" pipe marking the SE corner of said Block 6; Thence along the East line thereof N04°00'55"W 100.00 Feet to the Point Of Beginning.

has filed with the Sallisaw Planning Commission a written application # **PC 2026-009** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Industrial District (I-1) to Residence District (R-2)**.

The undersigned will present said application to the Sallisaw Planning Commission on **August 4, 2026**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 15th day of July 2026.

By: **Black Diamond Properties, LLC**
Owner(s)

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

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

Bill To:

Osburn Land Surveyors, LLC
PO Box 1406
Sallisaw, OK 74955
918-775-9322

ORDINANCE NO. 2026-14

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

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

SECTION 1.

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

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

A 0.83-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the Lot 4 of Section 5, Township 11 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on January 9, 2024. The basis of bearing for the described parcel is N86°02'58"E along the centerline of the Union Pacific Railroad and is more particularly described as:

Beginning at an existing ½" Pipe marking the NE Corner of Block 6 to the Original Town of Sallisaw, said point also being the NW corner of original Depot Grounds No. 56 of the Kansas and Arkansas Valley Railway Company, Thence along the South line of Quesenbury Ave. also being the North line of said original Depot Grounds, N85°59'33"E 360.00 Feet to a set #3 Rebar w/cap; Thence parallel with the East line Block 6, S04°00'55"E 100.00 Feet to an existing #3 rebar w/cap on the North right of way of the Union-Pacific Railroad; Thence along said right of way S85°59'33"W 360.00 Feet to an existing ½" pipe marking the SE corner of said Block 6; Thence along the East line thereof N04°00'55"W 100.00 Feet to the Point Of Beginning.

be and the same is hereby changed from I-1 to R-2, which is owned by Black Diamond Properties, LLC.

SECTION 2.

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

Approved this 10th day of August, 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

ADMINISTRATIVE REPORTS

Meeting Date:	August 10, 2026
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

September 14th--Next Meeting

City Manager Reports:

- Drafting Distributed Generation policy to allow residential solar, wind or biomass power generation.
- With (hopefully) a selected customer utility portal, we will start working with the vendor to begin integration and roll out as soon as we can get a finished product out.
- Staff is working through training related to the online payment portal directly to Caselle, eliminating Xpress Bill Pay. There will be a transition period where both methods will be accepted and more news and timelines to follow.
- We are in communication with ODOT on not only a permanent upgrade to the 59/I40 interchange area, but we are also going to work through some temporary fixes that may be realized much sooner than the permanent upgrade 4-6 yrs from now. They have engaged with an engineering firm. They are gathering traffic data...that's their cameras up around the Ruth/ 59/ I40 exits and on-ramps. And we should start talking about options in the next several months. The permanent upgrades will have public input just like we started several years ago.

City Projects:

- Soccer fields--We will move this as fast as we can. We have notified our designer that we want to proceed to bid as quickly as possible. Our target is to have a bid recommendation for Council's discussion and approval by October.
- The WTP basin liner is complete and we are slowly refilling the basin. We believe the new liner along with some of the other work we did up there will solve most if not all downhill "leakage".
- The pool has been a good season so far. We are still planning to be open on the weekends through Labor Day weekend with the last day on the 6th of September. As this is the last meeting before it closes, I do want to publicly say thank you to our great Parks and Rec staff, City Admin staff, managers, lifeguards, ticketing, and concession staff that made this a great first season. We can't wait to see everyone back next year and season passes will be available for purchase in time for Christmas.