

**SALLISAW PLANNING COMMISSION
REGULAR MEETING**

September 1, 2026

5:30 P.M.

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

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Consider Approval of Minutes of Regular Meeting of August 8, 2026**
- 4. Discuss and Consider Approval of Regular Meeting Dates for 2027**
- 5. Discussion and possible action to elect a Secretary**
- 6. Discuss, consider, and take possible action on Development/Incentive Agreement with Rhino Holdings Sallisaw, LLC**
- 7. Adjourn**

Posted: AUGUST 27, 2026

Time: 3:30 PM

Lisa Gabbert

MINUTES

SALLISAW PLANNING COMMISSION

REGULAR MEETING

AUGUST 4, 2026

The Sallisaw Planning Commission met in a regular meeting on August 4, 2026, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by posting at city hall on July 30, 2026 at 3:15 pm; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Scott Looper Matt Duke Brady Bauer Reece Bush	Vice Chairman Member Member Member
Members absent:	Tim Brown Crystal Sides Beko Rivera	Chairman Secretary Member
Staff present:	Keith Miller Chris Carter Lisa Gabbert Brian Heverly	Building Development Director Senior Code Inspector Recording Secretary City Manager
Others present:	Larry Calloway Dee Calloway and others	

Meeting called to order

Meeting was called to order at 5:30 p.m.

Declaration of a quorum

A quorum was declared.

Consider approval of regular minutes of July 7, 2026

Motion was made by Bauer, seconded by Bush to accept the regular minutes of July 7, 2026, as presented.

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Discuss, consider and take possible action on Case No. PC2026-007; preliminary plat presentation of Prairie Sky Phase 3 by Sallisaw Apartment Partners, LLC

Motion made by Duke, seconded by Bush to accept the preliminary plat presentation of Prairie Sky Phase 3 by Sallisaw Apartment Partners, LLC.

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Discuss, consider and take possible action on Case No. PC2026-008; preliminary plat presentation of Martin Depot Addition by Black Diamond Properties, LLC

Motion made by Bauer, seconded by Duke to accept the preliminary plat of Martin Depot Addition by Black Diamond Properties, LLC.

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Discuss, consider and take possible action on Case No. PC2026-009; rezoning Industrial District (I-1) to Residence District (R-2) by Black Diamond Properties, LLC

Motion made by Bauer, seconded by Bush to accept the rezoning Industrial District (I-1) to Residence District (R-2) by Black Diamond Properties, LLC.

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Discuss, consider and take possible action on resignation of Planning Commission Secretary Crystal Sides

Motion made by Bauer, seconded by Bush to accept the resignation of Planning Commission Secretary Crystal Sides.

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Adjourn

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

Vote: Looper aye, Bauer aye, Duke aye, Bush aye. Motion carried 4-0.

Meeting adjourned at 5:47 p.m.

Approved this _____ day of _____, _____.

Tim Brown, Chairman

ATTEST:

Crystal Sides, Secretary

AGENDA ITEM COMMENTARY

Meeting Date: September 1, 2026
Board: Sallisaw Planning Commission
Subject:

ITEM TITLE: Discuss and Consider Approval of Regular Meeting Dates for 2027

INITIATOR:

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND:

EXHIBITS: 1. 2027 PC Meeting Dates

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

2027

**SALLISAW PLANNING COMMISSION
MEETING DATES**

First Tuesday of the month at 5:30 p.m.

TUESDAY, JANUARY 5, 2027

TUESDAY, FEBRUARY 2, 2027

TUESDAY, MARCH 2, 2027

TUESDAY, APRIL 6, 2027

TUESDAY, MAY 4, 2027

TUESDAY, JUNE 1, 2027

TUESDAY, JULY 6, 2027

TUESDAY, AUGUST 3, 2027

TUESDAY, SEPTEMBER 7, 2027

TUESDAY, OCTOBER 5, 2027

TUESDAY, NOVEMBER 2, 2027

TUESDAY, DECEMBER 7, 2027

AGENDA ITEM COMMENTARY

Meeting Date: September 1, 2026
Board: Sallisaw Planning Commission
Subject:

ITEM TITLE: Discussion and possible action to elect a Secretary

INITIATOR:

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: September 1, 2026
Board: Sallisaw Planning Commission
Subject: Development/Incentive Agreement; Rhino Holdings Sallisaw, LLC

ITEM TITLE: Discuss, consider, and take possible action on Development/Incentive Agreement with Rhino Holdings Sallisaw, LLC

INITIATOR: Sanjiv Chopra, Manager of Rhino Holdings Sallisaw, LLC

STAFF INFORMATION SOURCE: Economic Development & Community Development Staff

BACKGROUND: A development/incentive agreement between the City of Sallisaw and Rhino Holdings Sallisaw, LLC will be presented for approval, which includes terms for a large format retail space project located in a vacant area of the Eastgate Shopping Center.

EXHIBITS: 1. Rhino Holdings Sallisaw_Development and Incentive Agreement_FINAL_08.12.26

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

DEVELOPMENT / INCENTIVE AGREEMENT
(SALES TAX REBATE AND DEVELOPMENT FEE WAIVERS)

This Agreement is made this 1st day of June, 2026 (“Effective Date”), by and between the **City of Sallisaw, Oklahoma**, a municipal corporation (hereafter “City”), and **Rhino Holdings Sallisaw, LLC**, an Delaware limited liability company (hereafter “Developer”).

Recitals

A. The Developer proposes to invest in the redevelopment, renovation, and re-tenanting of approximately 20,440 square feet of a currently vacant large-format retail space located within the Eastgate Shopping Center in Sallisaw, Oklahoma (the “Project”).

B. The Project involves converting and activating said space through a long-term lease with Bealls 1987, Inc. d/b/a Bealls, including substantial infrastructure, HVAC, utility, code compliance, and interior improvements to establish a first-class regional retail destination. The Project is anticipated to involve a total capital investment in excess of Two Million Two Hundred Thousand Dollars (\$2,200,000), create approximately eighteen (18) permanent jobs, and generate substantial annual taxable retail sales within the City of Sallisaw.

C. The City desires to encourage the Project by granting economic development incentives in the form of a sales tax rebate and development-related fee waivers/reductions, conditioned on performance, under the statutory authority of Oklahoma law, the City Charter, and the City of Sallisaw Economic and Community Development Incentives Policy (the “Policy”).

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

Agreement

1. Definitions

- “New Investment” means the value of real property improvements, infrastructure, utility systems, and/or personal property placed into service at the Project site after the effective date of this Agreement.
- “Baseline Sales Tax Revenue” means the sales tax revenue collected, on average, the three years prior to the start of this agreement, applicable to the specific Project footprint. Because this project reactivates a currently vacant large-format anchor space, the Baseline Sales Tax Revenue is acknowledged to be Zero (\$0.00).
- “Projected Annual Sales Tax Revenue” means the projected city sales tax revenue generated by retail operations within the Project space after improvements/development.

- “Projected Annual Sales Tax Revenue Rebate” means the dollar amount of the agreed percentage of the difference between the Baseline and Projected amounts, subject to the caps outlined herein.
- “Incentive Term” means ten (10) years from the commencement of retail operations, unless earlier terminated.

2. Term of Incentive and Fee Waivers

- Sales Tax Rebate: The City grants to Developer a sales tax rebate of up to one percent (1%) of eligible City sales tax revenues generated by the Project, for a period of five (5) years, up to a maximum aggregate cap of \$500,000.
- Development Fee Waivers & Reductions: The City shall waive or reduce the following costs associated with the initial development and construction of the Project:
 - Permitting fees associated with the Project;
 - Inspection fees associated with the Project;
 - Utility connection, tap, and related infrastructure fees;

3. Conditions / Performance Requirements

- Construction & Timeline: Developer shall commence construction activities on or about July 1, 2026, and ensure the Project is open to the public and operational on or about March 1, 2027, subject to standard permitting, approvals, and force majeure construction delays.
- Employment Thresholds: Developer shall ensure the Project creates and supports approximately eighteen (18) permanent jobs with average wages not less than thirty-five percent (35%) of the Sequoyah County average.
- Maintenance of Operations: Developer shall maintain the investment and commercial operation for the full Incentive Term. If the project ceases operations, or fails to meet job/investment thresholds, the incentive may be reduced, suspended, or revoked for the final partial year, as applicable.
- Compliance: Developer shall comply with all applicable City codes, zoning, building codes, and permitting regulations.

4. Reporting and State Cooperation

- Developer Reporting: Developer shall report annually to the City regarding the status of capital investment (costs incurred), job creation, and estimated annual taxable retail sales.
- Audit Rights: The City shall retain the right to audit relevant documentation to verify compliance with performance metrics.

5. Payment / Exemption Method

- For the sales tax rebate: The State of Oklahoma shall collect all sales tax, remitting the local portion to the City. The City will calculate and rebate the agreed one percent (1%) of eligible sales tax revenues to the Developer annually by the end of March, based on the net revenue collected during the previous calendar year minus the Baseline Sales Tax Revenue (Zero), not to exceed the agreed-upon annual and aggregate caps.

6. Legal Authority & Compliance

- This Agreement is made under authority granted by the Oklahoma Local Development Act (Title 62, OK Statutes §§850-869), the City Charter, and the City's approved Economic and Community Development Incentives Policy.
- Developer/Landowner/Business represents that it will comply with all applicable local ordinances, zoning and building code, permitting.

7. Default and Clawback

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

8. Miscellaneous

- Assignment: Developer may assign its rights under this Agreement without the prior written approval of, but with notification to, the City in connection with a sale of the development, provided that the assignee assumes all obligations of Developer in connection with the Agreement,
- Amendment: Only by written instrument signed by both (all) parties.
- Governing Law; Venue: State of Oklahoma; legal venue [Sequoyah County].
- Duration: Effective from execution until expiry of incentive term unless terminated for default or the maximum amount of the incentive is reached.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF SALLISAW, OKLAHOMA

A Municipal Corporation

_____ Mayor, City of Sallisaw

ATTEST:

_____ City Clerk

DEVELOPER: RHINO HOLDINGS SALLISAW, LLC

An Delaware Limited Liability Company

 _____ Sanjiv Chopra, Manager