

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

September 14, 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. Installation of Mrs. Kristie Hardbarger as Ward 1 Commissioner**
- 4. Pledge of Allegiance**
- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. 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 August 10, 2026**
 - (b) Possible action on Invoice Paid Report for August 2026**
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Discussion and possible action on Renewal of Easement with the U.S. Army Corps of Engineers for the construction, operation and maintenance of a sewage pipeline and related facilities and authorize payment in the amount of \$900.00**

- 9. Discussion and possible action on Interlocal Agreement Between the County of Sequoyah and City of Sallisaw Concerning County Road and Bridge Maintenance and Other Repairs**
- 10. Discussion and possible action on Purchase Order No. 109957, issued to Wright's Electric, Heating, and Air of Vian, Oklahoma, in the amount of \$30,300.00 for installation of a heat pump at the Fire Station**
- 11. Discussion and possible action on Title VI Program for Section 5310 of the Public Transit Programs**
- 12. Discussion and possible action on Development/Incentive Agreement (Sales Tax Rebate and Development Fee Waivers) between the City of Sallisaw and Rhino Holdings Sallisaw, LLC**
- 13. Discussion and possible action on Federal Aviation Administration FY 2026 Airport Infrastructure Grant (AIG) Grant Agreement for the design of the AV gas fuel tank and authorize the City Manager to sign future documents required for the grant**
- 14. Discussion and possible action on Work Order No. 4 to the Master Agreement for Professional Services with Garver, LLC for rehabilitation of the airport's AVGAS fuel farm in the amount of \$94,500.00**
- 15. Discussion and possible action on Memorandum of Understanding between Cherokee Nation and City of Sallisaw for a one-time contribution of \$100,000 towards the sidewalk project, if funded, or pickle ball project if the sidewalk project is not funded**
- 16. Conduct a public hearing to determine if the property located at 601 N. Hickory is a public nuisance; discussion and possible action on Case #9-26-1C, Condemnation of Dilapidated Structure**
- 17. Conduct public hearing to determine if the property located at 519 N. Hickory is a public nuisance; discussion and possible action on Case #9-26-2C; Condemnation of Dilapidated Structure**
- 18. Receive update on current and future projects**

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

20. Administrative reports

21. Adjourn

Posted: 09/10/2026

Time: 11:55 A.M.

KIM JAMISON

MINUTES

BOARD OF CITY COMMISSIONERS

REGULAR MEETING

AUGUST 10, 2026

The Board of City Commissioners met in a regular meeting on August 10, 2026, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by emailing KXXM; by posting at city hall on August 6, 2026, at 3:55 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell,	Mayor
	Vacant	Member, Ward 1
	Josh Bailey,	Member, Ward 2
	Julian Mendiola,	Member, Ward 3
	Brad Hamilton,	Member, Ward 4

Members absent: None

Staff present:	Brian Heverly,	City Manager
	Jordan Pace,	City Attorney
	Kim Jamison,	City Clerk
	Robin Whitekiller,	Director of Finance
	Keith Miller,	Community Development Director
	Jacob Acker,	Computer Technician
	Chris Carter,	Senior Code Inspector
	Clint Smith,	IT Manager
	John Owens,	Police Chief

Others present: Joe Hardbarger; Kristie Hardbarger; Tara Mendiola; Bryan Caviness; Jim Cheek; Sherry Cheek; Ryan Hilgendorf; Richard Sanders; Mike Doody; Jennifer Doody; Roger Dickerson; Lisa Mannon; Kathy Rolston; Shawn Rolston; Reece Bush; Others Unidentified.

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 pledge was recited.

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

None.

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

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

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

None.

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)*

Motion was made by Mendiola, seconded by Bailey, for approval of Ordinance No. 2026-13. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

Motion was made by Mendiola, seconded by Bailey, for approval of emergency clause.

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

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

Motion was made by Mendiola, seconded by Bailey, for approval of staff's request to reinvest the General Fund Certificate of Deposit with Local Bank for 245 days at 4.09% interest. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

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

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 109635 issued to John Vance Fleet Services in the amount of \$51,310.00. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

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

Motion was made by Bailey, seconded by Hamilton, for approval of Purchase Order No. 109636 issued to Joe Cooper Chevrolet in the amount of \$102,800.00. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

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

Motion was made by Hamilton, seconded by Bailey, for approval of Purchase Order No. 109640 issued to Sequoyah Screen Printing and Trophy in the amount of \$32,424.62.

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

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

Motion was made by Mendiola, seconded by Hamilton, for approval of the Oklahoma Tourism and Recreation Department Land Water Conservation Fund Project Agreement. Vote: Mendiola aye; Hamilton aye; Bailey aye; Abell aye. Motion carried 4-0.

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

Motion was made by Mendiola, seconded by Bailey, for approval of plat for Prairie Sky Phase 3 (Planning Commission Case No. PC 2026-007). Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

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

Motion was made by Bailey, seconded by Hamilton, for approval of Martin Depot Addition (Planning Commisison Case No. PC2026-008). Vote: Bailey aye; Hamilton aye; Hamilton aye; Abell aye. Motion carried 4-0.

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*

Motion was made by Mendiola, seconded by Bailey, for approval of Planning Commission Case No. PC 2026-009, rezoning from I-1 to R-2 and Ordinance No. 2026-

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

16. Discussion and possible action on filling the Ward 1 unexpired term

Motion was made by Bailey, seconded by Mendiola, to appoint Kristie Harbarger to fill the Ward 1 seat. Vote: Bailey aye; Mendiola aye; Hamilton aye; Abell aye. Motion carried 4-0.

17. Receive update on current and future projects

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

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

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

19. Administrative reports

The City Manager reported that the next regularly scheduled meeting will be September 14, at which time Mrs. Harbarger will be sworn in. Staff are continuing to develop a distributed generation policy for residential solar, wind, and biomass systems, including necessary zoning and ordinance changes. A customer utility portal vendor has been selected, with implementation targeted for this fall. Staff are also working to allow customers to make direct utility payments, providing real-time billing updates.

Staff continues to work with ODOT on improvements to the I-40/SH 59 intersection. ODOT is currently collecting traffic data, with permanent improvements anticipated in four to six years, while potential short-term improvements are also being explored.

Design work is progressing on the new wastewater treatment plant, which is expected to more than double the City's current capacity. The soccer field project is progressing, with a bid recommendation anticipated in October. The water treatment basin liner has been completed, and an abandoned pipe discovered during the work was capped to address water leakage.

The City Manager reported a successful first season at the pool, with plans to remain open on weekends through Labor Day, subject to staffing. Staff will use lessons learned from this season to improve operations and lifeguard recruitment next year. He also thanked City staff and pool personnel for their efforts throughout the season.

20. Adjourn

Motion was made by Mendiola, seconded by Hamilton, to adjourn the meeting. Vote: Mendiola aye; Hamilton aye; Bailey aye; Abell aye. Motion carried 4-0. The meeting ended at 6:31 p.m.

Approved this 14th day of September 2026.

Marley Abell, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Easement

ITEM TITLE: Discussion and possible action on Renewal of Easement with the U.S. Army Corps of Engineers for the construction, operation and maintenance of a sewage pipeline and related facilities and authorize payment in the amount of \$900.00

INITIATOR: U.S. Army Corps of Engineers

STAFF INFORMATION SOURCE:

BACKGROUND: This covers the easements that we have for USACE land around Little Sallisaw Creek, a length of sewer line and the effluent line from the WWTP to the creek. This amount provides a 30yr easement.

EXHIBITS: 1. Easement

KEY ISSUES: N/A

FUNDING SOURCE: GL #010-100-55506 - Administrative Fees

RECOMMENDATION: Approval of Easement and authorization of \$900 payment.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT
2488 EAST 81ST STREET
TULSA, OKLAHOMA 74137

AUG 26 2026

Real Estate Division
Management

SUBJECT: Robert S. Kerr Lock and Dam, OK; Renewal of Easement
No. DACW56-2-96-274

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

To whom it may concern:

Enclosed is proposed Easement No. DACW2-26-292 to authorize use of sewage pipeline and related facilities. Payment of **\$900.00**, which includes admin fees, should be submitted by check or money order, payable to USACE FAO, Tulsa. If you prefer to submit a payment by credit card, complete the enclosed form and return via mail at the referenced address or by email at Tanner.A.Thoendel@usace.army.mil.

Complete and sign the following documents, where indicated, and return with payment to the U.S. Army Corps of Engineers, Tulsa District, ATTN: Real Estate Division – Thoendel, 2488 East 81st Street, Tulsa, OK 74137-4290 within **30 days** from the date of this letter.

- Signed and dated copy of the easement
- Taxpayer Identification Form
- Certificate of Authority
- Acknowledgement

Upon receipt of your payment and all documents, we will execute the instrument on behalf of the Government and furnish a copy for your records. Thank you for your cooperation in this matter. If you have any questions, please contact Tanner Thoendel at (918) 669-4379.

Sincerely,

Krista J. Berna
Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures
CF: CESWT-ODE-R

Credit Card Payment

The following information will need to be completed and provided to the USACE Finance Center/Tulsa District for payment processing for administrative fees.

Name: _____

Phone Number: _____

Credit Card Information:

Credit Card Type (check one):

____ VISA ____ MasterCard ____ American Express ____ Discover Card

Credit Card No: _____ - _____ - _____

Expiration Date: _____ 3 Digit Number on Back of Card _____

Name as it appears on statement: _____

Address as it appears on statement: _____

City: _____

State: _____ Zip: _____ - _____ Amount of charge: _____

Signature of cardholder: _____

Mail this form to: US Army Corps of Engineer
Tulsa District, Attn: Real Estate – Thoendel
2488 E. 81st St.
Tulsa, OK 74137

You may also submit this form electronically via email to Tanner.A.Thoendel@usace.army.mil. Questions on this form may be directed to Tanner Thoendel at 918-669-4379.

FOR INTERNAL USE ONLY:

District: CESWT Bill No: _____ Amount: \$900

EASEMENT NO. DACW56-2-26-292

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE
LOCATED ON
ROBERT S. KERR LOCK AND DAM
SEQUOYAH COUNTY, OKLAHOMA**

THE SECRETARY OF THE ARMY, acting by and through the Chief, Real Estate, U.S. Army Corps of Engineers, Tulsa District, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public interest, hereby grants to City Of Sallisaw, with its principal office at 115 East Choctaw, Sallisaw, OK 74955, hereinafter referred to as the "Grantee", an easement for the construction, operation and maintenance of a **sewage pipelines and related facilities**, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in **Exhibits A, A-1, and B**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **thirty (30) years**, beginning February 4, 2026, and ending February 3, 2056.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a **sewage pipeline and related facilities** within **Robert S. Kerr Lock and Dam project** for the benefit of the United States and the general public in accordance with the terms hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the **Grantee**, to **City of Sallisaw, P.O. Box 525, Sallisaw, OK 74955**, and, if to the **Grantor**, to **U.S. Army Corps of Engineers, Tulsa District, Attn: Chief, Real Estate Division, 2488 East 81st Street, Tulsa, OK 74137-4290**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Grantor", "Chief, Real Estate Division", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE GRANTOR

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Grantor, U. S. Army Engineer District, Tulsa, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee, incident to the exercise of the privileges herein granted, shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said Grantor, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

13. REQUIRED SERVICES

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

14. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

15. TERMINATION

This easement may be terminated by the Secretary upon thirty (30) days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

16. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

17. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

18. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

19. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Par 300) issued as Department of Defense (32 CFR part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600.-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

20. RESTORATION

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

21. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

22. PROTECTION OF TREES

That the Grantee shall not remove, cut or trim trees or shrubs more than 10 feet tall or having a diameter of 2 inches or more at 4 feet above ground level without approval of the said officer. Further, the Grantee will take precautions to prevent unnecessary damage to, or defacement of, trees or shrubs. In the event that any trees or shrubs are removed without approval, or the said officer determines that the trees or shrubs have been damaged or defaced as a result of negligence on the part of the Grantee, the Grantee may be required to replace all such trees or shrubs so removed, damaged or defaced, or at the discretion of the said officer, the Grantee may be required to reimburse the United States the cost of such replacement.

23. BURIED LINES

That said lines shall be buried to a minimum depth of 24 inches, where soil conditions permit, and any related electric line will be buried with said waterline, or if, rock outcropping curtail burying the electric line, it then should be placed in conduit.

24. RIGHT TO FLOOD

That the United States does by these presents retain the perpetual power, privilege, and easement occasionally to overflow, flood, and submerge the land herein described; that no structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project.

25. ELECTRICAL CODES

All electrical equipment will be installed, operated and maintained in compliance with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

26. EXERCISE OF WATER RIGHTS

This easement is granted for the exercise of water rights granted by the State of Oklahoma, and does not create any right to use water from the Robert S. Kerr Lock and Dam Project. The right to use water is effective only during those periods of time when withdrawal can be supported by the flow of stream, and is subject to suspension during those periods of time when withdrawal of water would be from storage. Granting of this easement does not preclude the Secretary of the Army from requiring the Grantee to enter into an appropriate water service contract in consideration of such irrigation benefits as may, in the opinion of the Secretary of the Army, be derived from the withdrawal of irrigation water from the Robert S. Kerr Lock and Dam Project.

This easement is granted for the exercise of water rights granted by the Grand River Dam Authority, and does not create any right to use water from the Fort Gibson Lake Project. The right to use water is effective only during those periods of time when withdrawal can be supported by the flow of stream, and is subject to suspension during those periods of time when withdrawal of water would be from storage. Granting of this easement does not preclude the Secretary of the Army from requiring the Grantee to enter into an appropriate water service contract in consideration of such irrigation benefits as may, in the opinion of the Secretary of the Army, be derived from the withdrawal of irrigation water from the Fort Gibson Lake Project.

27. MINIMUM WAGE REQUIREMENT (EXECUTIVE ORDER 13658)

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provision.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

28. PAID SICK LEAVE REQUIREMENT (EXECUTIVE ORDER 13706)

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

EASEMENT NO. DACW56-2-26-233

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army, this _____ day of _____, _____.

KIRSTA J. BERNA
CHIEF, REAL ESTATE DIVISION
REAL ESTATE CONTRACTING OFFICER

THIS EASEMENT is also executed by the Grantee this _____ day of
_____, _____.

CITY OF SALLISAW

SIGNATURE

PRINTED NAME

TITLE

PHONE NUMBER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
): ss
COUNTY OF TULSA)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally appeared **Krista J. Berna, Chief, Real Estate, Real Estate Contracting Officer**, Tulsa District Corps of Engineers, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

My Commission Number: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) : ss

On this _____ day of _____, _____, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) (Secretary or Attesting Officer)

of the _____, named as grantee/lessee/licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

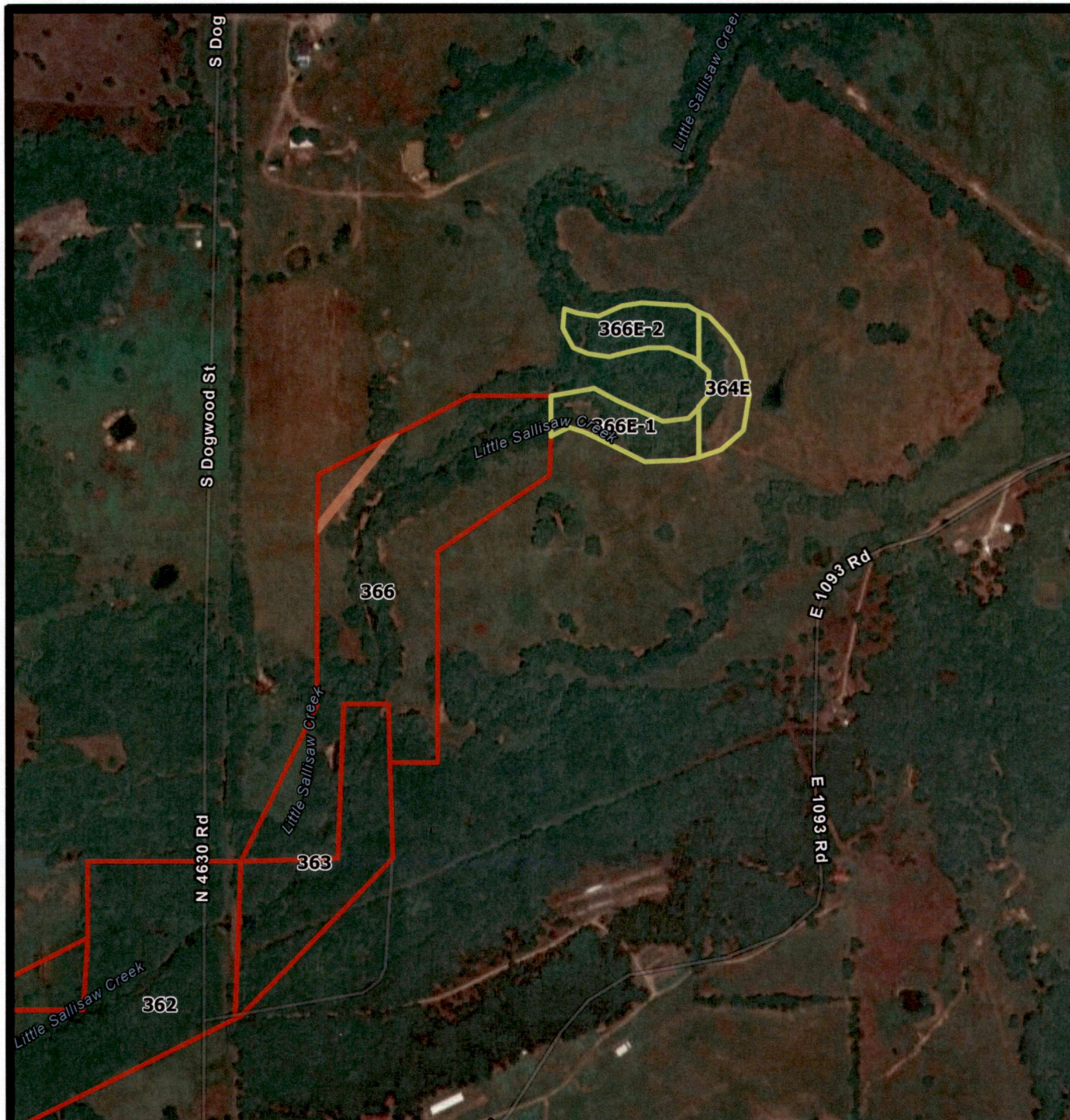
the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.



0 0.1 0.2
mi

Legend

- Outgranted Area
- Gov Easements
- Gov Fee Lands



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-2-26-292

Location Description: A strip, piece, or parcel of land 10.00 feet in width and 679.08 feet in length lying within Section 9, T11N, R24E, Sequoyah County, Oklahoma. Containing 0.16, more or less.

While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.



**U.S. Army Corps
of Engineers®**
Tulsa District

EXHIBIT A

Date Created: 08/03/2026



0 0.1 0.2
mi

Legend

- Outgranted Area
- Gov Easements
- Gov Fee Lands



Map Projection: WGS 1984 Web Mercator (Auxiliary Sphere)

Contract Number: DACW56-2-26-292

Location Description: A strip, piece, or parcel of land 354.00 feet in length, 25 feet in width, Section 24, T11N, R23E, Sequoyah County, Oklahoma. Containing 0.20 acre, more or less.

While the United States Army Corps of Engineers, (hereinafter referred to as USACE) has made a reasonable effort to ensure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused.



U.S. Army Corps
of Engineers®
Tulsa District

EXHIBIT A-2

Date Created: 08/03/2026

Land Description

A strip, piece, or parcel of land 10.00 feet in width and 679.08 feet in length lying within the SE/4 SW/4 SW/4 SW/4 and the southeast diagonal half of the S/2 NE/4 SW/4 SW/4 SW/4, S/2 NW/4 SE/4 SW/4 SW/4, Southeast diagonal half of N/2NW/4SE/4SW/4SW/4 of Section 9, T11N, R24E, Sequoyah County, Oklahoma, the centerline of said strip described as:

Beginning at a point on the West line of said E/2SW/4SW/4SW/4, said point being 2.00 feet North of the southwest corner thereof;

thence N 89° 54' 01" E, 6.00 feet;

thence N 37° 33' 01" E, 673.08 feet, more or less, to a point on the Government fee purchase line, said point being on the diagonal line of the Southeast diagonal half of the N/2NW/4SE/4SW/4SW/4,

containing 0.16, more or less.

A strip, piece, or parcel of land 354.00 feet in length, 25 feet in width, said strip lying within the NW/4 SE/4 NE/4, Section 24, T11N, R23E, Sequoyah County, Oklahoma, the centerline of said strip described as:

Beginning at a point on the north line of said N/2 SE/4 NE/4, said point being 850.00 feet West of the northeast corner thereof;

thence Southeasterly on a straight line 354.00 feet to a point 345.00 feet South and 770.00 feet West of said northeast corner,

containing 0.20 acre, more or less.

EXHIBIT B

**REQUEST FOR GRANTEE
SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

Nature of Outgrant: Easement
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

Number of Outgrant: DACW56-2-26-292

Name of Grantee: _____
(PRINT NAME)

Address of Grantee: _____

Grantee's Social Security Number: _____

Grantee's Taxpayer Identification Number: _____

SIGNATURE DATE

PRIVACY ACT STATEMENT

Purpose of Form: This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

U.S. Army Corps of Engineers, Tulsa District

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Interlocal Agreement for Road and Bridge Maintenance

ITEM TITLE: Discussion and possible action on Interlocal Agreement Between the County of Sequoyah and City of Sallisaw Concerning County Road and Bridge Maintenance and Other Repairs

INITIATOR: Sequoyah County Commissioners

STAFF INFORMATION SOURCE: City Manager, County Commissioners

BACKGROUND: This interlocal agreement between Sequoyah County and the City of Sallisaw will allow both entities to work together on repairs.

EXHIBITS: 1. 2026-09-09-10-20-46-600

KEY ISSUES:

FUNDING SOURCE: City Budget, Street and Alley Fund

RECOMMENDATION: Approval of Interlocal Agreement Between the County of Sequoyah, Oklahoma and the City of Sallisaw, Oklahoma Concerning County Road and Bridge Maintenance and Other Repairs

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF SEQUOYAH, OKLAHOMA AND THE CITY OF SALLISAW,
OKLAHOMA CONCERNING COUNTY ROAD AND BRIDGE MAINTENANCE AND OTHER REPAIRS

This agreement is made pursuant to the Interlocal Cooperative Act (74 O.S. §1001, et seq.) by and between Sequoyah County, Oklahoma (hereafter "the County"), and the City of Sallisaw, Oklahoma for continuing (hereafter "the City"). The express purpose of this agreement is to enable cooperation and combine existing resources between the County and the City for continuing maintenance and repairs on County roads and bridges which are located, part or whole, within the city limits.

DURATION

1. This temporary agreement shall be in effect from the date of its approval by both parties through June 30th, 2027.
2. Either party may request a modification of the agreement by making a written request identifying the desired amendments. Or the subject matter thereof, at least forty-five (45) days in advance of any negotiation concerning amendment.
3. Either party may terminate this agreement by providing written notice to the other at least ninety (90) days prior to the proposed termination.

PURPOSE

The parties hereto, through each respective governing body, hereby find and declare:

1. WHEREAS, the above-named parties need assistance from each other in order to provide temporary assistance on Road Improvements within their respective jurisdictions. And
2. WHEREAS, Title 69, Section 601 of the Authority and Duties of County Commissioners provides the mechanism for counties to enter into agreements with other political subdivisions to perform any governmental service or activity. And
3. WHEREAS, the aforementioned road and bridges falls within multiple jurisdictions for limited distances dependent upon city limit boundaries. And
4. WHEREAS, the majority of the aforementioned road and bridges falls within the County's jurisdiction. They County has committed to provide improvement of this section of county road which are crossed by city limit boundaries in an effort to provide consistency to the citizens of Sequoyah County/

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF SEQUOYAH, OKLAHOMA AND THE CITY OF
SALLISAW, OKLAHOMA CONCERNING COUNTY ROAD AND BRIDGE MAINTENANCE AND OTHER REPAIRS.

POWERS AND DUTIES

The County shall advise the City of all actions with respect to any project scheduled to be completed on a county road or bridge for which part of said road or bridge falls within City jurisdiction. The City shall advise the County of all actions with respect to the project scheduled to be completed on the city road or bridge which adjoins the county jurisdiction.

MAINTENANCE AND OPERATION

The County and the City shall each retain ownership and responsibility for those roads or bridges which may be maintained, improved or repaired under this agreement.

ADMINISTRATION

All parties expressly agree that each individual party to the AGREEMENT shall comply with the rules and regulations of the State of Oklahoma for the Implementation of the project.

ADOPTION

PASSED and APPROVED by the Board of County Commissioners of Sequoyah County, Oklahoma
this _____ day of _____ 2026

BOARD OF COMMISSIONERS

Chairman

Member

Member

ATTEST: County Clerk

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF SEQUOYAH, OKLAHOMA AND THE CITY OF
SALLISAW, OKLAHOMA CONCERNING COUNTY ROAD AND BRIDGE MAINTENANCE AND OTHER REPAIRS.

Mayor

City Attorney

APPROVED AS TO FORM:

(Seal) City Clerk

ASSISTANT CITY ATTORNEY

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Replace Heat Pump at Fire Station

ITEM TITLE: Discussion and possible action on Purchase Order No. 109957, issued to Wright's Electric, Heating, and Air of Vian, Oklahoma, in the amount of \$30,300.00 for installation of a heat pump at the Fire Station

INITIATOR: Purchasing Agent
Fire Chief

STAFF INFORMATION SOURCE:

BACKGROUND: This is an unforeseen emergency purchase due to unit failures.

EXHIBITS: 1. Agenda Item - Fire Dept A_C Replacement

KEY ISSUES:

FUNDING SOURCE: GL #010-6902-54406 -Heat/Air Equipment - \$8,000 budgeted balance from contingency.

RECOMMENDATION: Approval of Purchase Order No. 109957 issued to Wright's Electric, Heating and Air in the amount of \$30,300.00

CITY OF SALLISAW QUOTATION SHEET

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

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

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

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 9/1/2026	Date of Quotation 9/1/2026	Date of Quotation 9/1/2026
Department Number: 902-FIRE	Department Number: 902-FIRE	Department Number: 902-FIRE
Vendor Name / Number WRIGHTS Electric Heating & Air #3906	Vendor Name / Number HANING Comfort Solutions #7511	Vendor Name / Number BARRAYS Electric Heat & Air
Address PO Box 436	Address 112 N. Walnut St.	Address
City VIAN	City SALLISAW	City SALLISAW
State OK Zip 74962	State OK Zip 74955	State OK Zip 74955
Phone 918-773-5303	Phone 918-571-0475	Phone
Item (s) 15 ton Heat Pump w/ metal 24" Duct Sock.	Item (s) 15 ton Heat Pump w/ 24" Metal Duct Sock.	Item (s) 15 ton Heat Pump w/ 24" Metal Duct Sock
Quantity (1) ONE	Quantity (1) ONE	Quantity (1) ONE
Price each \$30,300.00	Price each \$33,050.00	Price each NOT Bid Requested / Received
Est. Freight 0	Est. Freight 0	Est. Freight 0
Total Cost \$ \$30,300.00	Total Cost \$ \$33,050.00	Total Cost \$ NOT Bid Requested / Received
Quote Expiration Date 30 days	Quote Expiration Date 30 days	Quote Expiration Date N/A
Quotes Obtained By: A. Fullbright	Quotes Obtained By: A. Fullbright	Quotes Obtained By: N/A
GL Budget Line 010-902-54406	GL Budget Line	GL Budget Line
Purchasing Approval [Signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 109957, 9/9/2026	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

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

PROPOSAL.

Wright's Electric Heating and Air, Wright Home Services
PO BOX 436 Mon, OK 74962
918-773-5303

It's your Home Have it done Wright.

Salem Dec. 20th

52. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840

9/1/2024

hereby submit specifications and estimates for:

INSTALL 15 TON HEAT PUMP IN PARKING GARAGE
FOR FIRE TRUCKS

INS+ All New Rued unit with metal duct

entering building with 24" back sock

inside building APP. 80 FT + Long

30300.00

to furnish material and labor complete in accordance with the above specification's for the sum of:

Dollars

ade as follows:

on from the above specifications
be executed only upon written
extra charge over and above the
contingent upon strikes, accidents,
pl.

Respectfully
Submitted

Note – this proposal may be withdrawn by us if not accepted within

ACCEPTANCE OF PROPOSAL

his and conditions are satisfactory and are
authorized to do the work as specified.
needed above.

Signature

Signature



Haningcomfortsolutions

112 N Walnut St
Sallisaw, OK 74955

☎ (918) 571-0475
✉ firechief@sallisawok.org

| | |
|----------|-------------|
| ESTIMATE | #7 |
| TOTAL | \$33,050.00 |

CONTACT US

109619 S 4560 Rd
Sallisaw, OK 74955

☎ (918) 705-0448
✉ haningcomfortsolutions@gmail.com

ESTIMATE

15 ton pack

| Services | qty | unit price | amount |
|----------|------|------------|------------|
| labor | 30.0 | \$125.00 | \$3,750.00 |

Services subtotal: \$3,750.00

| Materials | qty | unit price | amount |
|---|-----|-------------|-------------|
| 15 ton package unit | 1.0 | \$23,500.00 | \$23,500.00 |
| A 15 ton package unit is a large, all-in-one heating and cooling system designed to efficiently regulate temperature in spacious areas. Its installation ensures reliable climate control, improved air quality, and energy efficiency for your home or building. | | | |
| Duct work | 1.0 | \$2,800.00 | \$2,800.00 |
| wire electrician etc | 1.0 | \$3,000.00 | \$3,000.00 |

Materials subtotal: \$29,300.00

Subtotal \$33,050.00

Total \$33,050.00

System will have to be ordered so wait time may occur!

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Title VI

ITEM TITLE: Discussion and possible action on Title VI Program for Section 5310 of the Public Transit Programs

INITIATOR: Economic Development Director
DOCServices

STAFF INFORMATION SOURCE:

BACKGROUND: Through the external review (Olsson Engineering) of our Senior Van, it was noted that the City of Sallisaw needed a Title VI Program. The project utilizes federal funding for the transit program, and the implementation of Title VI is a requirement.

The purpose of the Title VI program for the City of Sallisaw's Section 5310 vehicle is to guarantee that transit services, benefits, and related activities are delivered equitably and without discrimination based on race, color, or national origin, in compliance with Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21. These objectives include non-discriminatory service delivery, mitigation of disproportionate impacts, equitable access and benefit protection, inclusive decision-making, and language access.

EXHIBITS: 1. Title VI Program Working 2

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Title VI Program for the 5310 Transit Program.

City of Sallisaw
Dba: DOCS Services

Title VI Program

Date filed with ODOT Office of Mobility and Public Transit Programs:

09/15/2026

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A. Introduction

CITY OF SALLISAW agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 200d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21.

CITY OF SALLISAW assures that no person shall, as provided by Federal and State civil rights laws, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity. **CITY OF SALLISAW** further ensures every effort will be made to ensure non-discrimination in all programs and activities, whether those programs and activities are federally funded or not.

CITY OF SALLISAW meets the objectives of the FTA Master Agreement which governs all entities applying for FTA funding, including **DOCS SERVICES** and its third-party contractors by promoting actions that:

- A. Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin.
- B. Identify and address, as appropriate, disproportionately high and adverse effects of programs and activities on minority populations and low-income populations.
- C. Promote the full and fair participation of all affected Title VI populations in transportation decision making.
- D. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- E. Ensure meaningful access to programs and activities by persons with Limited English Proficiency (LEP).

B. Agency Information

1. Mission of DOCS SERVICES

It is the mission of DOCServices, Inc. to provide the highest quality of services to promote good health and independent living resulting in a better quality of life for our clients.

2. History (including year started)

DOCServices, Inc was incorporated in April, 1981.

3. Regional Profile (regional population; growth projection)

This past year DOCServices, Inc. served over 445,000 meals, 10,191 hours of outreach and nutrition education and 3,876 volunteer hours.

4. Population served (in relation to regional population)

DOCServices, Inc. serves seniors 60 and older and medically disadvantaged persons.

5. Service area (include map, with any routes utilized)

DOCServices, Inc. serves Delaware, Ottawa, Craig, Adair, Cherokee and Sequoyah Counties in Northeast Oklahoma.

6. Governing body make-up (include terms of office)

Judy Snodderly, President
Ray Claggett
Jennifer Walker
Joe Johnson
Rick Littlefield, Vice-President
Dale O'Neal
B. J. Mooney, Executive Director
Darlene Miller, Secretary

C. Notice to the Public

**NOTIFYING the PUBLIC of RIGHTS UNDER TITLE VI
DOCS SERVICES**

- DOCS Services operates its programs without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the DOCS Services.
 - For more information on the DOCS Services’ civil rights program, and procedures to file a complaint, contact Kim Jamison 918-774-6241, (TTY Number); email kjamison@sallisawok.org; or visit our administrative office at 115 E. Choctaw Ave., Sallisaw, OK 74955
 - A complainant may file a complaint directly with the Oklahoma Department of Transportation by filing a complaint with the Contract Compliance Division, Attention: Contract Compliance Division Manager, 200 NE 21st Street, Oklahoma City, OK 73105-3204.
 - If information is needed in another language contact: 918-775-6241
- NOTE TO TRANSIT SYSTEM:*** *Make sure this statement is in applicable alternative languages (delete this “NOTE” after addressed)*

***LIST OF LOCATIONS**

- 115 E. Choctaw Ave.

Inside Vehicle

Procedure for Filing a Title VI Complaint

Filing a Title VI Complaint

The complaint procedures apply to the beneficiaries of **DOCS SERVICES's** programs, activities, and services.

RIGHT TO FILE A COMPLAINT: Any person who believes they have been discriminated against on the basis of race, color, or national origin by **DOCS SERVICES** may file a Title VI complaint by completing and submitting the agency's **[Title VI Complaint Form]**. Title VI complaints must be received in writing within 180 days of the alleged discriminatory complaint.

HOW TO FILE A COMPLAINT: Information on how to file a Title VI complaint is posted on our agency's website, and in public areas of our agency.

You may download the **DOCS SERVICES** Title VI Complaint Form at **sallisawok.org** or request a copy by writing to **115 E. Choctaw Ave., Sallisaw, OK 74955**. Information on how to file a Title VI complaint may also be obtained by calling **DOCS SERVICES** at **918-775-6855**.

You may file a signed, dated complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- Specific, detailed information (how, why and when) about the alleged act of discrimination.
- Any other relevant information, including the names of any persons, if known, the agency should contact for clarity of the allegations.

Please submit your complaint form to **Kim Jamison, 115 E. Choctaw Ave., Sallisaw, OK 74955**

COMPLAINT ACCEPTANCE: **DOCS SERVICES** will process complaints that are complete.

Once a completed Title VI Complaint Form is received, **DOCS SERVICES** will review it to determine **DOCS SERVICES** has jurisdiction. The complainant will receive an acknowledgement letter informing them whether or not the complaint will be investigated by **DOCS SERVICES**.

INVESTIGATIONS: **DOCS SERVICES** will generally complete an investigation within 90 days from receipt of a completed complaint form. If more information is needed to resolve the case, **DOCS SERVICES TITLE VI COORDINATOR** may contact the complainant. Unless a longer period is specified by **DOCS SERVICES TITLE VI COORDINATOR**, the complainant will have ten (10) days from the date of the letter to send requested information to **DOCS SERVICES** investigator assigned to the case.

If the requested information is not received within that timeframe the case will be closed. Also, a case can be administratively closed if the complainant no longer wishes to pursue the case.

LETTERS OF CLOSURE OR FINDING: After the Title VI investigator reviews the complaint, the Title VI investigator will issue one of two letters to the complainant: a closure letter or letter of finding (LOF).

- A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- A Letter of Finding (LOF) summarizes the allegations and provides an explanation of the corrective action taken.

If the complainant disagrees with **DOCS SERVICES's** determination, the complainant may request reconsideration by submitting the request in writing to the Title VI investigator within seven (7) days after the date of the letter of closure or letter of finding, stating with specificity the basis for the reconsideration. **DOCS SERVICES** will notify the complainant of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, **DOCS SERVICES** will issue a determination letter to the complainant upon completion of the reconsideration review.

A person may also file a complaint directly with the Federal Transit Administration, at the FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, contact **Kim Jamison** at **115 E. Choctaw Ave., Sallisaw, OK**, or at **918-775-6241**

D. Monitoring Title VI Complaints, Investigations, Lawsuits and Documenting Evidence of Agency Staff Title VI Training

Documenting Title VI Complaints/Investigations

All Title VI complaints will be entered and tracked in **DOCS SERVICES’s** complaint log. Active investigations will be monitored for timely response on the part of all parties. The agency’s Title VI Coordinator shall maintain the log.

Agency Title VI Complaint Log

| Date complaint filed | Complainant | Basis of complaint R-C-NO | Summary of allegation | Pending status of complaint | Actions taken | Closure Letter (CL) | Letter of Finding (LOF) | Date of CL or LOF |
|----------------------|-------------|---------------------------|-----------------------|-----------------------------|---------------|---------------------|-------------------------|-------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Documenting Evidence of Agency Staff Title VI Training

DOCS SERVICES’s staff is given Title VI training, and agency can answer affirmatively to all the following questions:

- 1. Are new employees made aware of Title VI responsibilities pertaining to their specific duties?
- 2. Do new employees receive this information via employee orientation?
- 3. Is Title VI information provided to all employees and program applicants?
- 4. Is Title VI information prominently displayed in the agency and on any program materials distributed, as necessary?

Public Participation Plan

Goal

The goal of the Public Participation Plan is to have significant and ongoing public involvement, by all identified audiences, in the public participation process for major agency outreach efforts.

Objectives

- To understand the service area demographics and determine what non-English languages and other cultural barriers exist to public participation.
- To provide general notification of meetings and forums for public input, in a manner that is understandable to all populations in the area.
- To hold public meetings in locations that are accessible to all area stakeholders, including but not limited to minority and low income members of the community.
- To provide methods for two-way communication and information and input from populations which are less likely to attend meetings.
- To convey the information in various formats to reach all key stakeholder groups.

Identification of Stakeholders

Stakeholders are those who are either directly or indirectly affected by an outreach effort, system or service plan or recommendations of that plan. Stakeholders include but are not limited to the following:

- Board of Directors – the governing board of the agency. The role of the Board is to establish policy and legislative direction for the agency. The Board defines the agency’s mission, establishes goals, and approves then budget to accomplish the goals.
- Advisory Bodies – non-elected advisory bodies review current and proposed activities of the agency, and are encouraged to be active in the agency’s public participation process. Advisory bodies provide insight and feedback to the agency.
- Agency Transit riders and clients
- Minority and low income populations, including limited English proficient persons
- Local jurisdictions and other government stakeholders
- Private businesses and organizations
- Employers
- Partner agencies

Elements of the Public Participation t Plan

It is necessary to establish a public participation plan that includes an outreach plan to engage minority and limited English proficient (LEP) populations.

Elements of the Public Engagement Plan include:

1. Public Notice

- a. Official notification of intent to provide opportunity for members of the general public to participate in public engagement plan development, including participation in open Board/council meetings, and advisory committees.

2. Public Engagement Process/Outreach Efforts:

- a. Public meetings
- b. Open houses
- c. Rider forums
- d. Rider outreach
- e. Public hearings
- f. Focus groups
- g. Surveys
- h. Services for the Disabled (Notices of opportunities for public involvement include contact information for people needing these or other special accommodations.)

Events such as public meetings and/or open houses are held at schools, churches, libraries and other non-profit locations easily accessible to public transit and compliant with the Americans with Disabilities Act.

3. Public Comment

- a. Formal public comment periods are used to solicit comments on major public involvement efforts around an agency service or system change.
- b. Comments are accepted through various means:
 - i. Dedicated email address.
 - ii. Website.
 - iii. Regular mail.
 - iv. Forms using survey tool for compilation.
 - v. Videotaping.
 - vi. Phone calls to Customer Service Center [phone]

4. Response to Public Input

All public comments are provided to the Board of Directors prior to decision making. A publicly available summary report is compiled, including all individual comments.

Title VI Outreach Best Practices

DOCS SERVICES ensures all outreach strategies, communications and public involvement efforts comply with Title VI. **DOCS SERVICES**'s Public Participation Plan proactively initiates the public involvement process and makes concerted efforts to involve members of all social, economic, and ethnic groups in the public involvement process. Aligned with the above referenced communication tactics, **DOCS SERVICES** provides the following:

- a. Public notices published in non-English publications (if available).
- b. Title VI non-discrimination notice on agency's website.
- c. Agency communication materials in languages other than English (subject to Safe Harbor parameters).
- d. Services for Limited English Proficient persons. Upon advance notice, translators may be provided.

2026-2028 Title VI Program Public Participation Process

DOCS SERVICES has conducted and will conduct a Public Participation Process for the 2026-2028 Title VI Program. This process includes Community Meetings to seek input, provide education, and highlight key components of the Title VI Plan. Materials have been created to explain Title VI policies as well as provide education on how they relate to minority populations.

DOCS SERVICES [will provide] [has provided] briefings to the Board of Directors and Advisory Bodies.

DOCS SERVICES has conducted and will conduct a 30 day public comment period to provide opportunities for feedback on the 2026-2028 Title VI Program.

Comments are accepted during the public outreach period via:

- a. Email
- b. Mail
- c. Phone
- d. In person
- e. Survey tool

Summary of 2023-2025Public Outreach Efforts

Community Surveys conducted in 2025 to gauge community

E. Language Assistance Plan

DOCS SERVICES Limited English Proficiency Plan

This limited English Proficiency (LEP) Plan has been prepared to address **DOCS SERVICES** ‘s responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964; Federal Transit Administration Circular 4702.1B, dated October 1, 2012, which states that the level and quality of transportation service is provided without regard to race, color, or national origin.

Executive order 13166, titled “Improving Access to Services for Persons with Limited English Proficiency,” indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discriminations do not take place. This order applies to all state and local agencies which receive federal funds.

Service Area Description:

DocServices Inc. serves the six-county areas of Craig, Ottawa, Cherokee, Adair, Sequoyah, and Delaware in Northeast Oklahoma. The service area for this Title VI plan is exclusively for Sequoyah County.

DOCS SERVICES has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by **DOCS SERVICES**. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, and the ways in which assistance may be provided.

In order to prepare this plan, **DOCS SERVICES** undertook the **four-factor LEP analysis** which considers the following factors:

Four Factor Analysis

1. The number and proportion of LEP persons eligible to be served or likely to be encountered in the service area:
- A significant majority of people in the **DOCS SERVICES** service area are proficient in the English language. Based on 2010 Census data, 4.6% of the population five years of age and older speak English “less than very well” – a definition of limited English proficiency

LEP Population in DOCS SERVICES Service Area

2. Frequency of Contact by LEP Persons with **DOCS SERVICES**’s Services:

The **DOCS SERVICES** staff reviewed the frequency with which office staff, dispatchers and drivers have, or could have, contact with LEP persons. To date, **DOCS SERVICES** has, on average **less than one** for an interpreter. **DOCS SERVICES** averages **less than one** phone call per month.

LEP Staff Survey Form

DOCS SERVICES is studying the language assistance needs of its riders so that we can better communicate with them if needed.

1. How often do you come into contact with passengers who do not speak English or have trouble understanding you when you speak English to them?

LESS THAN MONTHLY

2. What languages do these passengers speak? Spanish
3. What languages (other than English) do you understand or speak? None
4. Would you be willing to serve as a translator when needed?

Frequency of Contact with LEP Persons

| Frequency | Language Spoken by LEP Persons |
|------------------------------|--------------------------------|
| Daily | |
| Weekly | |
| Monthly | |
| Less frequently than monthly | Spanish |

3. The importance of programs, activities or services provided by **DOCS SERVICES** to LEP persons:

Outreach activities, summarized in **DOCS SERVICES**'s Title VI Public Engagement Plan, include events such as public meetings and/or open houses held at schools, churches, libraries and other non-profit locations, and include specific outreach to LEP persons to gain under-standing of the needs of the LEP population, and the manner (if at all) needs are addressed.

Outside Organization LEP Survey

Organization: _____

1. What language assistance needs are encountered?
2. What languages are spoken by persons with language assistance needs?
3. What language assistance efforts are you undertaking to assist persons with language assistance needs?
4. When necessary, can we use these services?

4. The resources available to **DOCS SERVICES** and overall cost to provide LEP assistance:

Strategies for Engaging Individuals with Limited English Proficiency include:

1. Language line. Upon advance notice, translators can be provided.
2. Language identification flashcards.
3. Written translations of vital documents (identified via safe harbor provision)
4. One-on-one assistance through outreach efforts.
5. Website information.

6. To the extent feasible, assign bilingual staff for community events, public hearings and Board of Directors meetings and on the customer service phone lines.

As applicable: Based on our demographic analysis (Factor 1) **DOCS SERVICES** has determined that no language group(s) within its service area meets Safe Harbor criteria requiring written translated “vital documents” by language group(s).

DOCS SERVICES will provide assistance and direction to LEP persons who request assistance.

Staff LEP Training

The following training will be provided to **DOCS SERVICES** staff:

1. Information on **DOCS SERVICES** Title VI Procedures and LEP responsibilities.
2. Description of language assistance services offered to the public.
3. Use of Language Identification Flashcards.
4. Documentation of language assistance requests.

Monitoring and Updating the LEP Plan

The LEP Plan is a component of **DOCS SERVICES’s** Title VI Plan requirement.

DOCS SERVICES will update the LEP plan as required. At minimum, the plan will be reviewed and updated when it is clear that higher concentrations of LEP individuals are present in the **DOCS SERVICES** service area. Updates include the following:

1. How the needs of LEP persons have been addressed.
2. Determine the current LEP population in the service area.
3. Determine as to whether the need for, and/or extent of, translation services has changed.
4. Determine whether local language assistance programs have been effective and sufficient to meet the needs.
5. Determine whether **DOCS SERVICES’s** financial resources are sufficient to fund language assistance resources as needed.
6. Determine whether **DOCS SERVICES** has fully complied with the goals of this LEP Plan.
7. Determine whether complaints have been received concerning **DOCS SERVICES’s** failure to meet the needs of LEP individual.

F. Advisory Bodies

Table Depicting Membership of Committees, Councils, By Race

| Committee | Caucasian | Latino | African American | Native American | | Total |
|---------------------------|-----------|--------|------------------|-----------------|--|-------|
| Population Committee | | | | | | 100% |
| Access Committee | 1 | | 1 | 2 | | 100% |
| Citizens Advisory Council | | | | | | 100% |

Description of efforts made to encourage minority participation on committees:

- Requested minorities to participate in group.

G. Subrecipient Assistance

OPTION A

DOCS SERVICES does not have any subrecipients.

H. Subrecipient Monitoring

OPTION A

DOCS SERVICES does not have any subrecipients.

OPTION B

I. Equity Analysis of Facilities

OPTION A

DOCS SERVICES has not constructed any storage facilities, maintenance facilities, or operations centers in the last three years.

DOCS Services governing body is a Board of Directors consisting of nine voting members as follows: Judy Snodderly, President
Scott Donaldson
Linda Jorgenson
Bret Baker
Joe Johnson
Rick Littlefield, Vice-President
Dale O'Neal
B. J. Mooney, Executive Director
Darlene Miller, Secretary

TITLE VI COMPLAINT FORM –

The **DOCS Services** is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by the Title VI of the Civil Rights Act of 1964, as amended. The Title VI complaints must be filed within 180 calendar days from the date of the alleged discrimination.

Date of Filing:

Name:

Address:

City, State, Zip Code:

Work Phone:

Home Phone:

E-mail Address:

DOCS Services

205 B. Street N.E.

Miami, OK 74354

Phone: 918-542-2439

Indicate on what ground(s) you believe you have been discriminated against (check all that apply):

☐ Race

☐ Color

☐ National Origin

Indicate the person(s) who you believe discriminated against you:

Name(s):

Work Location (if known):

Work Phone:

Date of alleged incident

If you have an attorney representing you concerning the matters raised in this complaint, please provide the following:

Name:

Address:

Work Phone:

E-mail Address:

Explain why you believe discrimination has occurred. If there are witnesses, please provide names, addresses and telephone numbers. Be sure to include how other persons were treated differently than you. Attach additional pages as necessary and any written material pertaining to your case.

What remedy are you requesting? Please be specific:

Have you filed or do you intend to file a charge or complaint concerning the matters raised in this complaint with any other agencies (Federal, State, or local):

☐ Yes

☐ No

If so, please provide the following information:

Agency:

Address:

Name of Investigator (if known):

Phone Number:

E-mail Address:

Date Filed:

Status of case:

I confirm that I have read the above charge(s) and it is true to the best of my knowledge.

Print or typed name of complainant:

Signature

Date

Completed forms must be submitted to the **City of Sallisaw**.
If you require any assistance in filling out this form please contact the **Kim Jamison** Title VI Coordinator at
918-775-6241.

The **City of Sallisaw** ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by **the City of Sallisaw**. To request an accommodation please contact the **City of Sallisaw** ADA Coordinator at **918-775-6241**.

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Development/Incentive Agreement

ITEM TITLE: Discussion and possible action on Development/Incentive Agreement (Sales Tax Rebate and Development Fee Waivers) between the City of Sallisaw and Rhino Holdings Sallisaw, LLC

INITIATOR: City Manager
Economic Development Director
Manager - Rhino Holding Sallisaw, LLC

STAFF INFORMATION SOURCE:

BACKGROUND: This is the developer requesting the incentive for the proposed Bealls store. The Planning Commission heard this item at their September 1st meeting and recommended approval with minimal changes.

EXHIBITS: 1. Incentive Agreement 9.3.26

KEY ISSUES: N/A

FUNDING SOURCE: Sales Tax Rebate

RECOMMENDATION: Approval of Development/Incentive Agreement with Rhino Holding Sallisaw, LLC

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

This Agreement is made this 14th day of September, 2026, by and between the **City of Sallisaw, Oklahoma**, a municipal corporation (hereafter “City”), and **Rhino Holdings Sallisaw, LLC**, an Oklahoma 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 (\$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. For “new” or previously vacant facilities, 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 5 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 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 01, 2027, subject to standard permitting, approvals, and force majeure construction delays.
- Employment Thresholds: Developer shall ensure the Project creates and supports approximately 18 permanent jobs with average wages not less than 35% of the Sequoyah County average.
- Maintenance of Operations: Developer shall maintain 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 for “new” projects or vacant facilities), not to exceed the agreed-upon aggregate cap.

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 not assign its rights under this Agreement without the prior written approval of the City,
- **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 Oklahoma Limited Liability Company

_____ Sanjiv Chopra, Manager

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: AVGas Grant

ITEM TITLE: Discussion and possible action on Federal Aviation Administration FY 2026 Airport Infrastructure Grant (AIG) Grant Agreement for the design of the AV gas fuel tank and authorize the City Manager to sign future documents required for the grant

INITIATOR: Garver Engineering
Economic Development Director

STAFF INFORMATION SOURCE:

BACKGROUND: The City of Sallisaw has been awarded Non-Primary Entitlement (NPE) Funds from the Federal Aviation Administration for the design (through bid phase) of an AV Gas fuel tank. The project total is \$96,500 and will be funded at 95% using FAA/NPE funding.

| | |
|----------------------|----------|
| Federal Portion | \$91,675 |
| Sponsor/City Portion | \$4,825 |

EXHIBITS: 1. 08.19.26 SF-424 AV Gas Design Contract

KEY ISSUES: N/A

FUNDING SOURCE: GL# 118-403-57746 - Fuel Farm Design \$10,000 funded.

RECOMMENDATION: Acknowledge FAA FY 2026 Airport Infrastructure Grant (AIG) Grant Agreement and authorize the City Manager to sign future documents required for the Grant.

| Application for Federal Assistance SF-424 | |
|---|---|
| *1. Type of Submission:
☐ Preapplication
☒ Application
☐ Changed/Corrected Application | |
| *2. Type of Application * If Revision, select appropriate letter(s):
☒ New
☐ Continuation * Other (Specify)
☐ Revision | |
| *3. Date Received: 4. Applicant Identifier: | |
| 5a. Federal Entity Identifier:
3-40-0083-023-2026 | *5b. Federal Award Identifier: |
| State Use Only: | |
| 6. Date Received by State: | 7. State Application Identifier: |
| 8. APPLICANT INFORMATION: | |
| *a. Legal Name: City of Sallisaw | |
| *b. Employer/Taxpayer Identification Number (EIN/TIN):
73-6005410 | *c. UEI:
MM31QEZB7HA8 |
| d. Address: | |
| *Street 1: 115 E. Choctaw | |
| Street 2: | |
| *City: Sallisaw | |
| County/Parish: Sequoyah | |
| *State: Province: OK | |
| *Country: | |
| *Zip / Postal Code USA: United States
74955-4607 | |
| e. Organizational Unit: | |
| Department Name: | Division Name: |
| f. Name and contact information of person to be contacted on matters involving this application: | |
| Prefix: Mr. *First Name: Brian | |
| Middle Name: | |
| *Last Name: Heverly | |
| Suffix: | |
| Title: City Manager | |
| Organizational Affiliation: | |
| *Telephone Number: 918-790-7117 | Fax Number: |
| *Email: bheverly@sallisawok.org | |

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

3-40-0083-023-2026

*Title:

Rehabilitate AVGAS Fuel Tank

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Sallisaw, Sequoyah, OK

***15. Descriptive Title of Applicant's Project:**

Rehabilitate AVGAS fuel tank.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: OK-002

*b. Program/Project: OK-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2026

*b. End Date: 12/31/2028

18. Estimated Funding (\$):

| | |
|--------------------|-----------|
| *a. Federal | \$ 91,675 |
| *b. Applicant | \$ 4,825 |
| *c. State | \$ 0 |
| *d. Local | \$ 0 |
| *e. Other | \$ 0 |
| *f. Program Income | \$ 0 |
| *g. TOTAL | \$ 96,500 |

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Brian

Middle Name: _____

*Last Name: Heverly

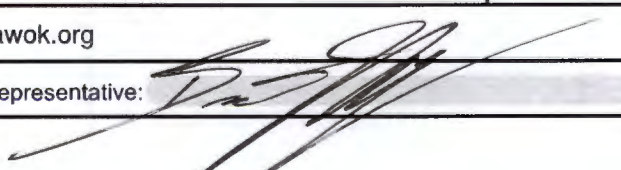
Suffix: _____

*Title: City Manager

*Telephone Number: 918-790-7117

Fax Number:

* Email: bheverly@sallisawok.org

*Signature of Authorized Representative: 

*Date Signed: 8/19/26

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

| Part II - SECTION A | |
|---|--|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form. | |
| Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? | ☒ Yes ☐ No |
| Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? | ☒ Yes ☐ No ☐ N/A |
| Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. | ☐ Yes ☒ No ☐ N/A |
| Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). | ☐ Yes ☒ No ☐ N/A |
| Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. | |
| ☐ The project is included in an <i>approved</i> PFC application.
If included in an approved PFC application,
does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No | |
| ☐ The project is included in another Federal Assistance program. Its CFDA number is below. | |
| Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? | |
| ☐ Yes ☒ No ☐ N/A | |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: | |
| ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. | |
| ☐ Negotiated Rate equal to | % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII). |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i> | |

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has a current Airport Layout Plan (ALP) that has been approved by the local entities.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project is located within the property limits owned by the sponsor shown on the airport property map.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All property within the construction area is owned by the sponsor.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

All property within the construction area is owned by the sponsor.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL | |
|----------------------------------|--------------------|
| 1. Assistance Listing Number: | 20.117 |
| 2. Functional or Other Breakout: | 3-40-0083-023-2026 |

| SECTION B – CALCULATION OF FEDERAL GRANT | | | |
|--|--|---|-----------------------|
| Cost Classification | Latest Approved Amount
(Use only for revisions) | Adjustment
+ or (-) Amount
(Use only for revisions) | Total Amount Required |
| 1. Administration expense | | | \$ 2,000 |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | 94,500 |
| 5. Other Architectural engineering fees | | | |
| 6. Project inspection fees | | | |
| 7. Land development | | | |
| 8. Relocation Expenses | | | |
| 9. Relocation payments to Individuals and Businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | |
| 12. Equipment | | | |
| 13. Miscellaneous | | | |
| 14. Subtotal (Lines 1 through 13) | | | \$ 96,500 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | | | 96,500 |
| 17. Less: Ineligible Exclusions (Section C, line 23 g.) | | | |
| 18. Subtotal (Lines 16 through 17) | | | \$ 96,500 |
| 19. Federal Share requested of Line 18 | | | 91,675 |
| 20. Grantee share | | | 4,825 |
| 21. Other shares | | | |
| 22. TOTAL PROJECT (Lines 19, 20 & 21) | | | \$ 96,500 |

| SECTION C – EXCLUSIONS | |
|--|-------------------------------------|
| 23. Classification (Description of non-participating work) | Amount Ineligible for Participation |
| a. | |
| b. | |
| c. | |
| d. | |
| e. | |
| f. | |
| g. Total | |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE | |
|--|-----------------|
| 24. Grantee Share – Fund Categories | Amount |
| a. Securities | |
| b. Mortgages | |
| c. Appropriations (by Applicant) | |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): 5% Sponsor Match | 4,825 |
| h. TOTAL - Grantee share | \$ 4,825 |
| 25. Other Shares | Amount |
| a. State | |
| b. Other | |
| c. TOTAL - Other Shares | |
| 26. TOTAL NON-FEDERAL FINANCING | \$ 4,825 |

| SECTION E – REMARKS
(Attach sheets if additional space is required) |
|---|
| <p>This project is a design-only grant utilizing AIG funding at the 95 / 5% participation levels.</p> <p>An FY27 construction grant is anticipated.</p> |

PART IV – PROGRAM NARRATIVE
(Suggested Format)

| |
|---|
| PROJECT: Rehabilitate AVGAS Fuel Farm |
| AIRPORT: Sallisaw Municipal Airport (JSV) |
| 1. Objective:
This project consists of the rehabilitation of the AVGAS fuel tank (replacement with a larger tank) The existing tank is at the end of its useful life and is showing signs of aging. |
| 2. Benefits Anticipated:
This project will replace and extend the life of the AVGAS fuel tank. The larger tank capacity should also reduce the premium the airport currently pays for the smaller loads of fuel being delivered. |
| 3. Approach: (See approved Scope of Work in Final Application)
The intent is to replace AVGAS Fuel Tank in it's same location, but this will be confirmed during final design. A secondary location has been identified in case code prohibits a replacement in kind.

FY26 AIG design grant and FY27 construction grant anticipated with ODAA funding participation. |
| 4. Geographic Location:
On airport property, adjacenet to terminal apron and Jet A tank. |
| 5. If Applicable, Provide Additional Information:
N/A |
| 6. Sponsor's Representative: (include address & telephone number)
Brian Heverly
115 E Choctaw Ave, Sallisaw, OK 74955
918-790-7117 |



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19 day of August, 2026.

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: City of Sallisaw, Oklahoma

Address: 115 E. Choctaw, Sallisaw, OK 74955

Location 2 (if applicable)

Name of Location: Sallisaw Municipal Airport

Address: 1700 S Kerr Blvd #1, Sallisaw, OK 74955

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

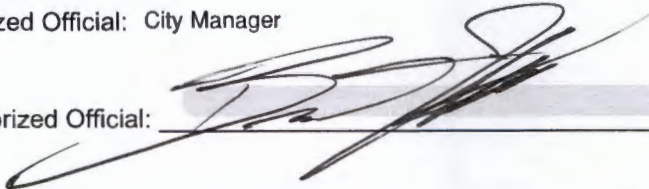
Executed on this 19 day of August, 2026.

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

A handwritten signature in black ink, appearing to read "Brian Heverly", is written over a horizontal line. The signature is stylized with a large, looping initial "B".

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

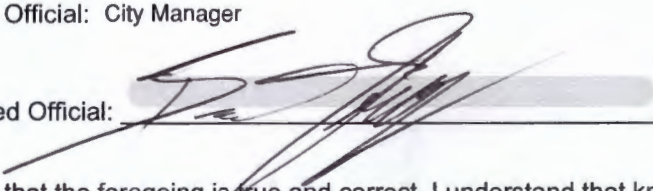
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 19 day of August, 2026.

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

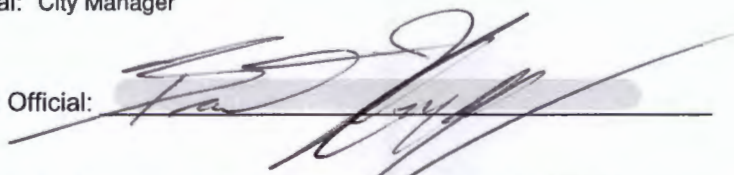
Executed on this 14 day of August, 2026 .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 16 day of August, 2026.

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Sallisaw, Oklahoma

Airport: Sallisaw Municipal Airport (JSV)

Project Number: 3-40-0083-023-2026

Description of Work: Rehabilitate AVGAS Fuel Farm

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 19 day of August, 2026 .

Name of Sponsor: City of Sallisaw, Oklahoma

Name of Sponsor's Authorized Official: Brian Heverly

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Work Order No. 4 Garver, LLC

ITEM TITLE: Discussion and possible action on Work Order No. 4 to the Master Agreement for Professional Services with Garver, LLC for rehabilitation of the airport's AVGAS fuel farm in the amount of \$94,500.00

INITIATOR: Garver Engineering

STAFF INFORMATION SOURCE:

BACKGROUND: This agreement covers the design through bidding services for rehabilitation of the AVGAS fuel tank at the Municipal Airport.

EXHIBITS: 1. JSV Work Order 4 - AVGAS Fuel Farm_For Signature

KEY ISSUES:

FUNDING SOURCE: GL # 118-403-57746 - Fuel Farm Design (Grant Funding 95% and City 5%)

RECOMMENDATION: Approval of Work Order No. 4 to the Master Agreement for Professional Services with Garver, LLC.



**Work Order No. 4
to the
Master Agreement
For
Professional Services
City of Sallisaw, Oklahoma
Project No. 2600557**



This WORK ORDER ("Work Order") is made by and between the **City of Sallisaw, Oklahoma** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 14, 2022 (the "Agreement").

Under this Work Order, the Owner intends to complete design through bidding services for the rehabilitation of the airport's AVGAS fuel farm.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following services ("Services"):

1.1.1 See **Appendix A**.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as shown in **Appendix B**.

The table below presents a summary of the fee amounts and fee types for this Work Order.

| WORK DESCRIPTION | FEE AMOUNT | FEE TYPE |
|--------------------------|-------------|----------|
| Surveys | \$7,300.00 | LUMP SUM |
| Geotechnical | \$9,500.00 | LUMP SUM |
| Fuel System Final Design | \$62,600.00 | LUMP SUM |
| Bidding Services | \$15,100.00 | LUMP SUM |
| TOTAL FEE | \$94,500.00 | |

The lump sum amount to be paid under this Work Order is \$94,500.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about June 30, 2027.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



If there is an express conflict between the provisions of this Work Order, or the Agreement, and any Appendices hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Appendix(cies), unless explicitly amended within the Work Order by the Parties.

The effective date of this Work Order shall be the last date written below.

CITY OF SALLISAW, OKLAHOMA

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**APPENDIX A
SCOPE OF SERVICES**



APPENDIX A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the AVGAS fuel farm at Sallisaw Municipal Airport. Improvements will consist primarily of replacement of the AVGAS fuel tank. Services under this agreement include:

- Surveying Services
- Geotechnical Services
- Design Services
 - 90% Final Design
 - 100% Issued for Bid
- Bidding Services

1. SURVEYING SERVICES

- 1.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.
- 1.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.
- 1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.
- 1.4. Property Surveys. **Excluded.**
- 1.5. Easement Development. **Excluded.**

2. GEOTECHNICAL SERVICES

- 2.1. Standard, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.
- 2.2. Generally, the geotechnical scope of services includes two (2) borings (one in the approximate location of the existing fuel tank and one south of the adjacent Jet-A tank). Borings include pavement coring to determine existing pavement section, and subsurface investigation will include subgrade properties and suitability for fuel tank foundation.

3. DRAINAGE STUDY – Excluded.



4. DESIGN SERVICES

- 4.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.
- 4.2. Garver will assist in development of grant reimbursement packets for review, execution, and submittal to FAA by the Owner.
- 4.3. General: Garver will prepare performance-based plans, performance-based specifications, instructions to bidders, general provisions, and special provisions, all based on guidelines furnished to Garver by the Owner, State, and FAA, or internally developed by Garver. Contract Documents (plans, specifications, and estimates) will be prepared for the award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA / State Agency office from which approval must be obtained.
- 4.4. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs. Garver will review a Fueling System Design Development Checklist with the Owner, their branding representative (if applicable), and the AHJ to coordinate design decisions. Garver will conduct a plan review meeting with the AHJ upon completion of 90% design.
 - 4.4.1. Reimbursable Agreement: **Excluded.**
 - 4.4.2. Modifications to Standard: **Excluded.**
 - 4.4.3. Separate Procurement for Special Systems: **Excluded.**
- 4.5. Project Management Plan / Quality Control Procedures
 - 5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.
 - 5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Bi-weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.
- 4.6. Environmental Coordination
 - 4.6.1. SWPPP – Excluded (by Contractor).



- 4.6.2. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0. The following environmental agency coordination is expected:
- US Fish and Wildlife Service (USFWS)
 - Oklahoma Historic Preservation Office
 - US Army Corps of Engineers
- 4.6.3. Spill Prevention, Control, and Countermeasure (SPCC) – Garver will provide update the existing SPCC Plan for the new fuel tank.
- 4.7. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.
- 4.8. DBE Program Administration: **Excluded.**
- 4.9. Construction Safety and Phasing Plan
- 4.9.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.
- 4.9.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.
- 4.10. Existing Conditions Review
- 4.10.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.
- 4.10.2. Site Visits: Garver's civil and electrical engineers will perform one (1) site visit to the project site to review existing conditions and evaluate survey and record document data.
- 4.11. Pavement Design: **Excluded. New pavement to match existing if apron pavement is required to be removed/replaced.**
- 4.12. Geometric Design: **Excluded.**
- 4.13. Modeling: **Excluded.**
- 4.14. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.



4.15. Airfield Electrical

4.15.1. Airfield Lighting and Signage: **Excluded.**

4.15.2. NAVAIDS: **Excluded.**

4.15.3. PAPI Design: **Excluded.**

4.16. Utility Design and Coordination: **Excluded.**

4.17. Plan Set Development

Garver will develop performance-based plans outlining the Owner's preference for the fuel system and general guidance for the fuel system design. Garver will not provide detailed drawings for the fuel system, structural, electrical, mechanical, or piping elements. The detailed final design of the fuel system and all its appurtenances and elements will be delegated to the bidders/contractors proposing the system. The drawings provided by the contractor during the submittal review process shall be stamped by a licensed engineer in the state of the project and shall reference the applicable building and fire codes.

The following matrix details the plan drawings to be included in each design submittal.

| Plan Set | Design Phase | |
|--|--------------|------------------------|
| | 90%
Final | 100%
Issued for Bid |
| Cover Sheet and Index of Sheets | X | X |
| Project Layout and Survey Control Plan | X | X |
| General Notes | X | X |
| Construction Safety and Phasing Plan | X | X |
| Fueling Facility Site Plan | X | X |
| Civil Details | X | X |
| Electrical Legend and Notes | X | X |
| Electrical Details | X | X |
| Fuel Farm Rack Details | X | X |
| Emergency Shut-Off Station Details | X | X |
| One-Line Diagram | X | X |
| Panel Schedule | X | X |

4.18. Specifications and Contract Documents

4.18.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

The specifications produced by Garver for the fuel system shall be considered performance specifications and will not include any mechanical, electrical, or structural



design for the fuel system. The performance specifications are intended to direct final design to the construction contractor, who shall be responsible for the completed engineering design.

- 4.18.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.
- 4.19. Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:
- Executive Summary
 - Project Background
 - Existing Conditions
 - Site Survey
 - Geotechnical Investigation
 - Project Photographs
 - Applicable AIP Standards
 - Construction Safety and Phasing
 - Fuel Facility
 - Environmental Considerations
 - Utility Design
 - Miscellaneous Design Items
 - Project Schedule
 - Engineer's Opinion of Probable Cost
 - Appendices
- 4.20. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.
- 4.21. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.
- 4.21.1. 90% Final Design
- 4.21.1.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.
 - 4.21.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.



- 4.21.2. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

5. BIDDING SERVICES

- 5.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.
- 5.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 5.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

6. CONSTRUCTION ADMINISTRATION SERVICES – EXCLUDED, MAY BE ADDED VIA AMENDMENT.

7. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES – EXCLUDED, MAY BE ADDED VIA AMENDMENT.

8. MATERIALS TESTING SERVICES – EXCLUDED, MAY BE ADDED VIA AMENDMENT.

9. PROJECT CLOSEOUT SERVICES

- 9.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout.

10. PROJECT DELIVERABLES

- 10.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- 90% Final Design Plans, Specifications, and Report to the Owner, FAA and ODAA (electronic PDF).
 - 100% Issued for Bid Plans, Specifications, and Report to the Owner, FAA and ODAA (electronic PDF).
 - Other electronic files as requested.



11. ADDITIONAL SERVICES

11.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction given. Changes conditions may include, but are not limited to major changes to pavement, building, or utility alignments.
- Deliverables beyond those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utility relocation other than electrical service to the new fuel system.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Permitting for environmentally sensitive areas.
- Drainage analysis for approval by AHJ.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- Overhead lighting design.
- Mechanical, electrical, and structural design associated with fuel system.
- Preparation and implementation of a new Spill Prevention, Control, and Countermeasure (SPCC).
- Commissioning assistance.
- Assistance with procurement of Aboveground Storage Tank Installation Permit from State Fire Marshal or any other Federal, State, or local permits.
- Other exclusions as noted previously throughout this Scope of Services document.

12. SCHEDULE

12.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**APPENDIX B
FEE SPREADSHEET**

Appendix B

City of Sallisaw, OK Rehabilitate AVGAS Fuel Farm

FEE SUMMARY

| | Title I Service | Estimated Fees |
|----------|-------------------------------------|-----------------------|
| Lump Sum | Surveys (Garver) | \$ 7,300.00 |
| Lump Sum | Geotechnical | \$ 9,500.00 |
| Lump Sum | Fuel System Final Design | \$ 62,600.00 |
| Lump Sum | Bidding Services | \$ 15,100.00 |
| | Subtotal for Title I Service | \$ 94,500.00 |

City of Sallisaw, OK
Rehabilitate AVGAS Fuel Farm

| WORK TASK DESCRIPTION | E-6 | E-5 | E-4 | E-2 | AM-2 | 2-Man Crew (Survey) | S-4 |
|---|----------|----------|----------|----------|----------|---------------------|-----------|
| | hr | hr | hr | hr | hr | hr | hr |
| 1. Administration | | | | | | | |
| Prepare for Survey Scoping Meeting | | | 1 | | | | |
| Attend Survey Scoping Meeting (3 people, virtual) | 1 | 1 | 1 | | | | |
| Develop Survey Field Work Exhibits | | | 1 | 2 | | | |
| Coordinate with Survey Crew | | | 2 | | | | |
| | | | | | | | |
| Subtotal - Administration | 1 | 1 | 5 | 2 | 0 | 0 | 0 |
| 2. Surveys - Topographic | | | | | | | |
| Review of Existing Control Points | | | | | | | 2 |
| Topographic Surveys | | | | | | 5 | |
| Data Processing/DTM Preparation | | | | | | | 1 |
| Travel Time | | | | | | | 8 |
| Prepare Survey Drawing | | | | | | | 4 |
| QC Review of Survey Data / PM Oversight | | | | | | | 1 |
| | | | | | | | |
| Subtotal - Surveys - Topographic | 0 | 0 | 0 | 0 | 0 | 5 | 16 |

| | |
|-------------------|-------------------|
| TOTAL FEE: | \$7,300.00 |
|-------------------|-------------------|

Appendix B

City of Sallisaw, OK Rehabilitate AVGAS Fuel Farm

Geotechnical

| WORK TASK DESCRIPTION | E-6 | E-5 | E-4 | E-2 | AM-2 |
|--|----------|----------|----------|----------|----------|
| | hr | hr | hr | hr | hr |
| 1. Civil Engineering | | | | | |
| Prepare for Geotechnical Scoping Meeting | | | 1 | | |
| Geotechnical Scoping Meeting (1 person, virtual) | | | 1 | | |
| Coordinate with Geotechnical Subconsultant | | | 2 | | |
| Develop Geotechnical Subconsultant Agreement | | | 1 | | 2 |
| Develop Geotechnical Field Work Exhibits | | | | 2 | |
| Geotechnical Report Review | | 1 | 1 | | |
| Correspondence for Design Input | | | 2 | | |
| | | | | | |
| Subtotal - Civil Engineering | 0 | 1 | 8 | 2 | 2 |

| | | | | | |
|-------|---|---|---|---|---|
| Hours | 0 | 1 | 8 | 2 | 2 |
|-------|---|---|---|---|---|

| | |
|-----------------------------|-------------------|
| SUBTOTAL - SALARIES: | \$2,838.00 |
|-----------------------------|-------------------|

DIRECT NON-LABOR EXPENSES

| | |
|---|---------|
| Document Printing/Reproduction/Assembly | \$62.00 |
|---|---------|

| | |
|--|----------------|
| SUBTOTAL - DIRECT NON-LABOR EXPENSES: | \$62.00 |
|--|----------------|

| | |
|------------------|-------------------|
| SUBTOTAL: | \$2,900.00 |
|------------------|-------------------|

| | |
|----------------------------|-------------------|
| SUBCONSULTANTS FEE: | \$6,600.00 |
|----------------------------|-------------------|

| | |
|-------------------|-------------------|
| TOTAL FEE: | \$9,500.00 |
|-------------------|-------------------|

Appendix B

City of Sallisaw, OK Rehabilitate AVGAS Fuel Farm

Fuel System Final Design

| WORK TASK DESCRIPTION | E-6 | E-5 | E-4 | E-2 | AM-2 | E-4 | E-2 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | hr | hr | hr | hr | hr | hr | hr |
| 1. Project Administration | | | | | | | |
| Pre-Design Checklist Meeting with Stakeholders (4 People, virtual) | 2 | 2 | 2 | 2 | | | |
| Coordination with Client | | | 4 | | | | |
| Coordination with AHJ / OCC | 8 | 4 | 8 | 2 | 4 | | |
| Internal (Bi-weekly) Progress Meetings (6) | 6 | 3 | 6 | 6 | | | |
| Attend AHJ Plan Review Meeting (3 People, virtual) | 1 | 1 | 1 | | | | |
| Attend Final Plan Review Meeting (3 People, virtual) | 1 | 1 | 1 | | | | |
| Prepare and Distribute Final Review Meeting Minutes and Tasks | | | 1 | | | | |
| Environmental Coordination (CATEX/Environmental Assessment) | | | 1 | | 2 | | |
| OEAAA 7460 Development and Submission | | | 2 | 2 | | | |
| Accounting / Grant Reimbursement Requests | | | 4 | | 6 | | |
| Subtotal - Project Administration | 18 | 11 | 30 | 12 | 12 | 0 | 0 |
| 2. Civil Engineering | | | | | | | |
| Existing Conditions Review | | 2 | 2 | 2 | | 2 | |
| Design Site Visit (1 person) | | | 8 | | | | |
| Final Plans | | | | 2 | | | |
| Cover Sheet & Index of Sheets | | | 1 | 2 | | | |
| Project Layout and Survey Control Plan | | | 1 | 2 | | | |
| General Notes | | | 2 | 4 | | | |
| Construction Safety and Phasing Plan | | | 2 | 4 | | | |
| Fueling Facility Site Plan | | 2 | 2 | 8 | | | |
| Civil/Miscellaneous Details | | 2 | 2 | 4 | | | |
| Develop Final Construction Contract Documents | | | | | 6 | | |
| Develop Final Technical Specifications | | 2 | 4 | 6 | | | |
| Develop Final Supplemental Specifications | | 2 | 4 | 6 | | | |
| Develop Final Quantities | | | 2 | 4 | | | |
| Develop Final Opinions of Probable Construction Costs | | | 2 | 4 | | | |
| Internal Quality Control (QC) Review | 6 | | | | | | |
| Incorporate QC Review Comments | | | | 4 | | | |
| Incorporate Final (Owner/AHJ) Review Comments | | | 2 | 4 | | | |
| SPCCP Updates | | | | 6 | | | |
| Subtotal - Civil Engineering | 6 | 10 | 34 | 62 | 6 | 2 | 0 |
| 3. Electrical Engineering | | | | | | | |
| Existing Conditions Review | | | | | | 2 | 2 |
| (Develop/Update) One-Line Diagram | | | | | | 2 | 4 |
| Design Site Visit (1 person) | | | | | | 8 | |
| Power Utility Coordination | | | | | | 2 | 4 |
| Final Plans | | | | | | | |
| Electrical Legend & Notes | | | | | | 1 | 4 |
| Electrical Details | | | | | | 1 | 4 |
| Fuel Farm Rack Details | | | | | | 1 | 4 |
| Emergency Shut-Off Station Details | | | | | | 1 | 4 |
| One-Line Diagram | | | | | | 1 | 4 |
| Panel Schedule | | | | | | 1 | 4 |
| Develop Final Supplemental Specifications | | | | | | 1 | 6 |
| Develop Final Quantities | | | | | | | 4 |
| Internal Quality Control (QC) Review | | | | | | 4 | |
| Incorporate QC Review Comments | | | | | | | 2 |
| Incorporate Final (Owner/AHJ) Review Comments | | | | | | | 2 |
| Subtotal - Electrical Engineering | 0 | 0 | 0 | 0 | 0 | 25 | 48 |

| | | | | | | | |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Hours | 24 | 21 | 64 | 74 | 18 | 27 | 48 |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|

| | |
|-----------------------------|--------------------|
| SUBTOTAL - SALARIES: | \$62,153.00 |
|-----------------------------|--------------------|

DIRECT NON-LABOR EXPENSES

| | |
|--------------|----------|
| Travel Costs | \$447.00 |
|--------------|----------|

| | |
|--|-----------------|
| SUBTOTAL - DIRECT NON-LABOR EXPENSES: | \$447.00 |
|--|-----------------|

| | |
|------------------|--------------------|
| SUBTOTAL: | \$62,600.00 |
|------------------|--------------------|

| | |
|----------------------------|---------------|
| SUBCONSULTANTS FEE: | \$0.00 |
|----------------------------|---------------|

| | |
|-------------------|--------------------|
| TOTAL FEE: | \$62,600.00 |
|-------------------|--------------------|

Appendix B

City of Sallisaw, OK Rehabilitate AVGAS Fuel Farm

Bidding Services

| WORK TASK DESCRIPTION | E-6 | E-5 | E-4 | E-2 | AM-2 | E-4 | E-2 |
|--|----------|----------|-----------|----------|-----------|----------|----------|
| | hr | hr | hr | hr | hr | hr | hr |
| 1. Civil Engineering | | | | | | | |
| Upload Bid Documents to Plan Room | | | | | 1 | | |
| (RFI) | | 4 | 8 | 4 | | | |
| Draft and Distribute Addendums | | | 1 | | 2 | | |
| Prepare for Pre-Bid Meeting | | | 1 | | | | |
| Attend Pre-Bid Meeting (1 person, on site) | | | 8 | | | | |
| Bid Opening (1 person, on site) | | | 8 | | | | |
| Prepare Bid Tabulation | | | 2 | | 1 | | |
| Draft and Submit FAA Grant Application | | | 4 | | 8 | | |
| Assemble Grant Certifications | | | | | 2 | | |
| Draft and Submit State Grant Application | | | 2 | | 2 | | |
| Award | | | 1 | | 2 | | |
| Subtotal - Civil Engineering | 0 | 4 | 35 | 4 | 18 | 0 | 0 |
| 2. Electrical Engineering | | | | | | | |
| (RFI) | | | | | | 8 | |
| Subtotal - Electrical Engineering | 0 | 0 | 0 | 0 | 0 | 8 | 0 |

| | | | | | | | |
|-------|---|---|----|---|----|---|---|
| Hours | 0 | 4 | 35 | 4 | 18 | 8 | 0 |
|-------|---|---|----|---|----|---|---|

| | |
|----------------------|-------------|
| SUBTOTAL - SALARIES: | \$14,409.00 |
|----------------------|-------------|

DIRECT NON-LABOR EXPENSES

| | |
|--------------|----------|
| Travel Costs | \$691.00 |
|--------------|----------|

| | |
|---------------------------------------|----------|
| SUBTOTAL - DIRECT NON-LABOR EXPENSES: | \$691.00 |
|---------------------------------------|----------|

| | |
|-----------|-------------|
| SUBTOTAL: | \$15,100.00 |
|-----------|-------------|

| | |
|---------------------|--------|
| SUBCONSULTANTS FEE: | \$0.00 |
|---------------------|--------|

| | |
|------------|-------------|
| TOTAL FEE: | \$15,100.00 |
|------------|-------------|

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: MOU

ITEM TITLE: Discussion and possible action on Memorandum of Understanding between Cherokee Nation and City of Sallisaw for a one-time contribution of \$100,000 towards the sidewalk project, if funded, or pickle ball project if the sidewalk project is not funded

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: Originally, part of the 100k in question was part of the Cherokee matching funds for the sidewalk project. However, as the TSET grant process has become very prolonged, we will lose the remainder of the "designated" funds by Dec '26. If TSET is either denied or not awarded and due to the Cherokee Nation funding cycles the rest of the matching funds will be reallocated. The 100k is Commissioner Legg's discretionary funds for health and wellness and he would like them spent on pickleball courts. This MOA would make that agreement formal.

EXHIBITS: 1. Cherokee Nation MOU

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of MOU with Cherokee Nation.

Memorandum of Understanding Between
Cherokee Nation
And
CITY OF SALLISAW

The parties to this memorandum of understanding (MOU), the **CITY OF SALLISAW** and **Cherokee Nation**, acknowledge and agree as follows:

1. Cherokee Nation (“The Nation”) is a sovereign and federally recognized Indian Nation with exclusive jurisdiction over the Cherokee Nation Reservation, as defined in federal and tribal law, with a capital located in Tahlequah, Oklahoma.
2. *CITY OF SALLISAW* (“*The Organization*”) is a local municipality located within the Cherokee Nation Reservation providing services and programming that have a positive impact on the overall public health and wellness on Cherokee Nation citizens and communities.
3. Pursuant to [LA-27-25](#), the Nation administers the Public Health & Wellness Fund, which is designated to support public health and wellness initiatives, including related infrastructure and programming.
4. The PHWFA Council Infrastructure Fund was established through the Public Health & Wellness Fund Act, as amended, for the purposes of funding individual Council member directed infrastructure projects.
5. *The Organization* is a recipient of funding for an initiative that qualifies as a Public Health and Wellness Activities and Infrastructure project, as defined in [LA-27-25](#).
6. The parties further agree that the provision and use of these funds under this MOU are subject to the following conditions:
 - a. The Nation agrees to provide *The Organization* with a one-time contribution of one hundred thousand dollars (\$100,000). The contribution shall be used to monetarily support the subject sidewalk project if TSET funds are awarded to the grantee by December 31, 2026, after which said grant may be repurposed, with the Nation’s written consent, for a pickle ball project in the Sallisaw community
 - b. *The Organization* agrees to consult with the Nation and utilize its official public messaging and insignia when publicly addressing, advertising or otherwise communicating the contribution from the Nation and/or the new facility, as referenced in paragraph (a) to the general public.
 - c. Failure to comply with any provision of this MOU, or any agreements pursuant thereto, may result in Cherokee Nation recouping up to one hundred percent (100%) of the funds provided under this agreement and/or

disallowance of funding to *The Organization* from the Nation for future Cherokee Nation fiscal year(s).

7. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution, is entered into in the Cherokee Nation Reservation, is entered into under the laws of the Cherokee Nation and may be modified by either party in writing and must be agreed upon by both parties and reigned before effected.

Signature Page

For Cherokee Nation

For City of Sallisaw

Chuck Hoskin Jr

Printed Name:_____

Principal Chief

Title:_____

Date: _____

Date:_____

AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct a public hearing to determine if the property located at 601 N. Hickory is a public nuisance; discussion and possible action on Case #9-26-1C, Condemnation of Dilapidated Structure

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: There has been no active utilities since September 1, 2025. The structure has significant damage to the roof, flooring, and walls. In its current condition, it is in violation of city ordinances as well as property maintenance and building codes. In Community Developments' opinion, the structure is unsanitary, unsafe and not fit for occupancy. The structure is beyond repair and should be removed.

EXHIBITS:

1. 388_condem ltr
2. 388_UNFIT HABITATION (1)
3. 388_county map
4. 601 N Hickory Pict Group

KEY ISSUES: The structure is in disrepair, unfit for habitation and is a hazard to the public.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case #9-26-1C be declared a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
11O.S. 22-112**

**TO: CLEON & BETTY HARRELL
P.O BOX 688
SALLISAW OK 74955**

**Case #9-26-1C
26-0160**

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on SEPTEMBER 14th, 2026, in the Sallisaw Municipal Complex for the following described real property:

601 N HICKORY, SALLISAW, OKLAHOMA 74955

Real Estate Parcel: 0145-00-003-001-0-000-00

Legal Description: LOTS 1 & 2, BLOCK 3, McEACHIN ADDITION TO THE CITY OF SALLISAW

This notice issued, posted and mailed on 25 August 2026.

By: 
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc:

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**



WARNING

PURSUANT TO SEC 18-271 OF THE CITY CODE

AND 108.1.3 OF INTERNATIONAL PROPERTY MAINTENANCE CODE

THIS STRUCTURE HAS BEEN FOUND TO BE

UNFIT FOR HABITATION

AND

NOT TO BE OCCUPIED

ENTRY SHALL BE UNLAWFUL EXCEPT FOR THE PURPOSE OF SECURING THE STRUCTURE,
MAKING REQUIRED REPAIRS, REMOVING THE HAZARDOUS CONDITION(S) OR
DEMOLISHING SAME

POSTED UNDER THE AUTHORITY OF

OFFICE OF COMMUNITY DEVELOPMENT, CODE ENFORCEMENT

REMOVAL OR DEFACEMENT OF THIS NOTICE IS PROHIBITED

FOR ADDITIONAL INFORMATION CALL 918-775-6241

Map



Copyright Text: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Not a Legal Document

Subject to terms and conditions
www.actDataScout.com



AGENDA ITEM COMMENTARY

Meeting Date: September 14, 2026
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct public hearing to determine if the property located at 519 N. Hickory is a public nuisance; discussion and possible action on Case #9-26-2C; Condemnation of Dilapidated Structure

INITIATOR: Building Development

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Utilities have not been active since September 1, 2025. The structure has significant damage to the windows, flooring and walls. The property has been abated by the city for property maintenance issues. It stands in violation of City ordinances and property maintenance and building codes. It is the opinion of the Community Development Department that this structure is unsanitary and unsafe. It is not fit for occupancy, is beyond repair and should be removed.

EXHIBITS:

1. 389_posting
2. 389_UNFIT HABITATION (2)
3. 389_county pics
4. 519 N Hickory

KEY ISSUES: The structure is in disrepair, unfit for habitation and presents a hazard to the public.

FUNDING SOURCE: N/A

RECOMMENDATION: Recommend that Case #9-26-2C be declared a public nuisance and direct staff to abate nuisance.

**NOTICE FOR
CONDEMNATION OF DILAPIDATED BUILDING
110.S. 22-112**

**TO: TODD SMITH
519 N HICKORY
SALLISAW OK 74955**

**Case #9-26-2C
26-0161**

You are hereby notified in accordance with 11 Oklahoma Statutes 22-112 and amendments thereto, that a hearing will be held before the Board of Commissioners of the City of Sallisaw, Sequoyah County, Oklahoma to determine if the property is dilapidated and has caused the property to become detrimental to the health, benefit and welfare of the general public and the community, or if said property creates a fire hazard to other property.

Upon a finding by the Commission that the condition of the property constitutes a detriment or hazard, and that the property would be benefited by the removal of such conditions, the City will enter on the property to cause the dilapidated building to be torn down and removed and perform the necessary duties as a governmental function of the City.

In the event the City performs such services, a statement for the actual cost of said services will be forwarded to you for payment. If said statement is not paid in accordance to 11 O.S. 22-112, the City of Sallisaw shall cause a notice of lien to be filed with the County Clerk against said property for cost due and owing the city.

Your cooperation in correcting this matter prior to the hearing date is requested. Inspection of the property will be made within twenty-four (24) hours prior to the hearing date and time. If this matter is corrected prior to the below hearing date, the action will be dismissed. Please attempt to correct the situation so as to avoid incurring an assessment by the City.

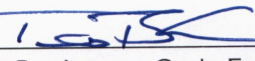
Hearing before the Board of Commissioners to be at 6:00 o'clock p.m. on SEPTEMBER 14th, 2026, in the Sallisaw Municipal Complex for the following described real property:

519 N HICKORY, SALLISAW, OKLAHOMA 74955

Real Estate Parcel: 0002-00-108-006-0-000-00

Legal Description: LOTS 5 & 6, BLOCK 108, BRUTON ADDITION TO THE ORIGINAL TOWN OF SALLISAW

This notice issued, posted and mailed on 25 August 2026.

By: 
Travis Buchanan, Code Enforcement Officer

CITY OF SALLISAW
PO BOX 525
SALLISAW, OK 74955

Cc: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
ROCKET MORTGAGE, LLC
FIRST AMERICAN MORTGAGE SOLUTIONS

**If the property has recently been sold or you feel that this notice is in error please
contact the City of Sallisaw Building Development at 918-775-6241.**



WARNING

PURSUANT TO SEC 18-271 OF THE CITY CODE

AND 108.1.3 OF INTERNATIONAL PROPERTY MAINTENANCE CODE

THIS STRUCTURE HAS BEEN FOUND TO BE

UNFIT FOR HABITATION

AND

NOT TO BE OCCUPIED

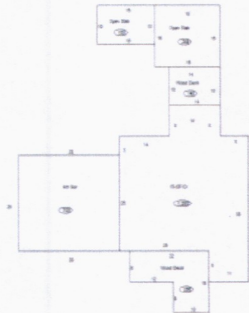
ENTRY SHALL BE UNLAWFUL EXCEPT FOR THE PURPOSE OF SECURING THE STRUCTURE,
MAKING REQUIRED REPAIRS, REMOVING THE HAZARDOUS CONDITION(S) OR
DEMOLISHING SAME

POSTED UNDER THE AUTHORITY OF

OFFICE OF COMMUNITY DEVELOPMENT, CODE ENFORCEMENT

REMOVAL OR DEFACEMENT OF THIS NOTICE IS PROHIBITED

FOR ADDITIONAL INFORMATION CALL 918-775-6241



Map



Not a Legal Document
Subject to terms and conditions
www.actDataScout.com





ADMINISTRATIVE REPORTS

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|----------------------|-----------------------------|
| Meeting Date: | September 14, 2026 |
| Board: | Board of City Commissioners |
| Subject: | |

Upcoming Events:

October 12, 2026 - Regular Meeting

City Manager Reports:

Drafting Distributed Generation policy to allow residential solar, wind or biomass power generation.

We are working with Aries Pro to provide our customers with utility information. They will still be able to pay with Caselle and the app will point them to Caselle to do so. Aries will provide them with the same information that we can see on the Sensus admin site if they have an AMI meter.

We are in the transition window away from Xpress Bill Pay. You can pay Caselle directly with almost immediate account updates. You will be able to use Xpress for the next month at which time it will no longer be active. If you have never used Xpress Bill Pay and have automatic payments, please contact the CSRs as you may be billed twice. If this happens you can request a refund of the overpayment or for it to be added to your account as a credit.

City Projects:

Soccer fields--Bidding is open for the soccer fields. We will advertise through the 16th, and accept bids until 2PM on the 1st of October with the goal of having a recommended contract for you to sign next month.

The pool's last day was the 6th of September. Again, thank you everyone that had a hand in making it a great first season. We are meeting this month to discuss lessons learned, what we want to do different and/or better next year and figure out a way ahead to achieve those goals to be ready for next season. We are aiming to have an outbrief for you by next Month on the past season.

The Skate Park is almost complete. They are working on a very short "punch list" and we aim to have an official ribbon cutting sometime later this month or the first week of October with the Mayor doing at least a Pop shove-it with a nose grind on one of the rails.