

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

January 8, 2024

**Time: Immediately Following the
Meeting of the Board of City Commissioners**

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

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. Discussion and Possible Action on Minutes of Regular Meeting of December 11, 2023**
- 4. Discussion and Possible Action on Contract for Engineering Services with Neel, Harvell and Associates, in the Amount of \$16,700.00 for Sanitary Sewer System**
- 5. Discussion and Possible Action on Memorandum of Understanding between CLN, LLC and Sallisaw Municipal Authority for Extension of an Existing Sewer Line**
- 6. Discuss Current Status of DiamondNet Video Rates**
- 7. Administrative Reports**
- 8. Adjourn**

Posted: JANUARY 5, 2024

Time: 9:45 A.M.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

DECEMBER 11, 2023

The Sallisaw Municipal Authority met in a regular meeting on December 11, 2023, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; by posting at city hall on December 8, 2023 at 11:30 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	John R. Montgomery, Kim Jamison, Robin Haggard, George Bormann, Clint Smith, Ben Spyres, Kayle Griffin, Tucker Martens,	City Attorney Secretary Director of Finance Economic Development Director IT Manager Computer Technician Chief Accountant Lieutenant

Others present: Lynn Adams; J.W. Fleetwood; Treye Girdner; Others Unidentified.

Meeting Called to Order

Chairman Martens called the meeting to order. The meeting began at 6:24 p.m.

Declaration of a Quorum

A quorum was declared present.

Consider Approval of Minutes of Special Meeting of November 9, 2023, and November 30, 2023

Motion was made by Lowe, seconded by Mendiola, for approval of minutes. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens abstain. Motion carried 4-1.

Discuss and Consider Approval of Purchase Order No. 99937, Issued to Anixter of Oklahoma City, Oklahoma, in the Amount of \$98,549.80 for the Purchase of Electric Materials for Redbird Estates Subdivision

Motion was made by Mendiola, seconded by Peerson, for approval of purchase order no. 99937 in the amount of \$98,549.80. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Consider Approval of Amendment to the Internet Capacity Agreement of March 9, 2015, Between Dobson Technologies - Transport and Telecom Solutions, LLC and the Sallisaw Municipal Authority

Motion was made by Peerson, seconded by Bailey, for approval of Amendment to the Agreement of March 9, 2015 between Dobson Technologies - Transport and Telecom Solutions, LLC and The Sallisaw Municipal Authority. Vote: Peerson aye; Bailey aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

Discuss and Consider Approval of Netskrt eCDN Service Agreement Between Netskrt Systems, Inc. and Sallisaw Municipal Authority for Placement of Caching Servers

Motion was made by Bailey, seconded by Mendiola, for approval of Netskrt eCDN Service Agreement between Netskrt Systems, Inc. and Sallisaw Municipal Authority. Vote: Bailey aye; Mendiola aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

Discuss and Consider Approval of Staff's Request to Invest the Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest

Motion was made by Mendiola, seconded by Peerson, for approval of request to invest the Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 273 days at 5.62% interest. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Discuss and Consider Approval of Staff's Request to Invest the Meter Fund Certificate of Deposit with Local Bank for 273 Days at 5.62% Interest

Motion was made by Mendiola, seconded by Peerson, for approval of request to invest the Meter Fund Certificate of Deposit with Local Bank for 273 days at 5.62% interest. Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

Administrative Reports

Robin said that we had received an email from our consultant, Jodie of Cattails Environmental, LLC, advising that she had checked with Brett Adams, Regulatory Project Manager, U.S. Army Corps of Engineers, Tulsa, to see where he was on reviewing this project's preliminary WOTUS report and providing us with a Jurisdictional Determination to see what mitigation will be required for project. Mr. Adams response was that he had not had a chance to conduct a site visit for this project. He was hopeful that if he could not get to it in the next few weeks, that he could get to the site right after the first of the year.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 6:32 p.m.

Approved this 8th day of January 2024.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: January 8, 2024
Board: Sallisaw Municipal Authority
Subject: Sewer Line Engineering

ITEM TITLE: Discussion and Possible Action on Contract for Engineering Services with Neel, Harvell and Associates, in the Amount of \$16,700.00 for Sanitary Sewer System

INITIATOR: City Manager

STAFF INFORMATION SOURCE: Neel, Harvell and Associates, P.C. Consulting Engineers

BACKGROUND: The agreement is for engineering services related to the installation of a sanitary sewer system for Drake Prairie Estates. This will be a residential subdivision with multiple single-family dwellings. The total project cost is estimated to be \$120,228.03.

EXHIBITS: 1. Engr Contr
2. Cost Estimate

KEY ISSUES: The project facilitates residential housing growth in Sallisaw.

FUNDING SOURCE: SMA

RECOMMENDATION: Staff recommends approval of the agreement in the amount of \$16,700.00.

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **January**, **2024**, by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS, hereinafter called ENGINEER, and the **Sallisaw Municipal Authority**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the
SANITARY SEWER SYSTEM
(Drake Prairie Estates)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans and preliminary cost data for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with three (3) copies of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.

- (d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.
 - (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.
 - (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.
2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER. The fee shall be as follows:

Engineering Fee	\$ 11,000.00
Surveying Fee	\$ 500.00
Inspector	\$ 5,200.00
Total Engineering Fees	\$ 16,700.00

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

Engineer, Principal	\$ 125.00
Engineer, Project	\$ 100.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 75.00
General Inspection	\$ 50.00
Full Time Inspection	\$ 65.00
CAD	\$ 75.00
Secretary	\$ 35.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.
4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not.
Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible "As-Built" plans as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the OWNER when and if the contract is terminated.
6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CONTRACT FOR ENGINEERING SERVICES - Page Four

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

OWNER:

Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, Oklahoma 74955

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
City Manager

BY: _____
P. Doug Harvell, P.E.

ATTEST:

ATTEST:

BY: _____
Clerk

BY: _____
Scott Neel

NEEL, HARVELL & ASSOCIATES, P.C.

Consulting Engineers & Planners

123 N. Oak

SALLISAW, OKLAHOMA 74955

(918)775-7731

harveng@diamondnet.us

SALLISAW MUNICIPAL AUTHORITY

SEQUOYAH COUNTY, OKLAHOMA

SANITARY SEWER SYSTEM IMPROVEMENTS

(Drake Prairie Estates)

December 12, 2023

ENGINEERS COST ESTIMATE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
1.	Trench and Excavation Safety System Lump Sum	\$ 3,000.00
2.	Mobilization Bonds and Insurance Lump Sum	\$ 3,800.00
3.	Traffic Control Lump Sum	\$ 1,500.00
4.	12" PVC Sewer Pipe(SDR-35) 1,415 LF @ \$ 30.00/LF	\$ 42,450.00
5.	4" PVC (Sch 40) Service Line 100 LF @ \$ 25.00/LF	\$ 2,500.00
6.	Trenching 0- 6' 1,415 LF @ \$ 10.00/LF	\$ 14,150.00
7.	4' Dia Manhole 0 - 6' 4 EA @ \$ 4,000.00/EA	\$ 16,000.00
8.	Gravel Subgrade 170 CY @ \$ 80.00/CY	\$ 13,600.00
9.	8" x 4" Wye 6 EA @ \$ 450.00/EA	\$ 2,700.00
10.	Gravel Bedding/ Street Cuts 20 CY @ \$ 80.00/CY	\$ 1,600.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
11.	Vacuum Test Manholes 4 EA @ \$ 300.00/EA	\$ 1,200.00
12.	Tie over of Existing Sewer System 1 EA @ \$ 500.00/EA	\$ 500.00
	Total Estimated Construction Cost	\$ 103,000.00
	Engineering Fee	\$ 11,000.00
	Surveying Fee	\$ 500.00
	Inspector	\$ 5,200.00
	ODEQ Review Fee	\$ 528.03
	Total Estimated Cost of the Project	\$ 120,228.03

**** This Cost Estimate is based on the property owner (Richard Mosby) placing 18 inches of fill material between stations 3+00 to 8+00 or the SE corner of Drake Prairie Estates. This will provide 30 inches of cover over the entire length of the proposed sewer line. ODEQ regulation OAC 252:656-5-4; Construction Standards (b) Trench (3). If the 30 inches of cover cannot be met, the city must install 525 LF of DIP pipe. This additional cost will increase the project cost by \$ 21,000 dollars.**

AGENDA ITEM COMMENTARY

Meeting Date: January 8, 2024
Board: Sallisaw Municipal Authority
Subject: MOU Sewer Line

ITEM TITLE: Discussion and Possible Action on Memorandum of Understanding between CLN, LLC and Sallisaw Municipal Authority for Extension of an Existing Sewer Line

INITIATOR: Darrel Netz, Managing Member of CLN, LLC
City Manager
Building Development Director

STAFF INFORMATION SOURCE: Building Development Director
City Attorney

BACKGROUND: CLN, LLC is developing the land on the east side of Kerr Blvd. Staff has worked with the developers on the extension of utilities to the property. The developers would like to use their own engineers for the water and sewer for the property. City staff agree it is for the benefit of the developer to only have one engineer for the project. We have already agreed to install up to 400 feet of sewer line to connect the property. With this MOU, the city will pay up to \$10,000.00 for the materials to complete the extension. The developer will use their own contractors to complete the work, with city inspections.

EXHIBITS: 1. Netz.Memorandum of Understanding

KEY ISSUES: With this MOU, the city is facilitating growth in the area, growth that will generate sales tax and utility revenue.

FUNDING SOURCE: SMA

RECOMMENDATION: Approval of Memorandum of Understanding between CLN, LLC and Sallisaw Municipal Authority.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this 8th day of January, 2024, by and between CLN, LLC, Darrell Netz, as Managing Member on behalf of the limited liability company, of 1985 North Dogwood, Sallisaw, Oklahoma, and Sallisaw Municipal Authority, a Public Trust, P.O. Box 525, Sallisaw, Oklahoma:

WITNESSETH THAT:

1. On April 17, 2023, Darrell Netz, as Grantor and Trustee of the Darrell Netz Family Living Trust Dated January 4, 2013, did grant, sell and convey unto CLN, LLC, the following described real property situated in Sequoyah County, Oklahoma, to-wit:

A part of the NE/4 SW/4 and part of the NW/4 SE/4 in Section 6, Township 11 North, Range 24 East, Sequoyah County, Oklahoma, being more particularly described as follows: Commencing at the NW corner of said NW/4 SE/4; thence along the North line thereof N88°13'33"E 30.00 feet to a point; thence S00°38'55"E 227.54 feet to a point; thence S87°35'33"W 369.39 feet to a point on the East right of way line of U.S. Highway 59; thence along said right of way line S11°56'32"E 300.47 feet to a found iron pin for the SW corner of the Owensby Investment property (as filed in Deed 358 Page 146 of the county records) and the true point of beginning; thence along the boundaries of said property N88°05'10"E 449.92 feet to a set iron pin, S01°54'29"E 100.08 feet to a found iron pin and N88°05'31"E 419.05 feet to a found iron pin; thence leaving the Owensby property, S01°39'29"E 582.84 feet to a found iron pipe for the NE corner of the Svendsen property (as filed in Deed 558 Page 351 of the county records); thence along the North line thereof, S88°20'21"W 727.00 feet to a set iron pin on said right of way line; thence N13°30'01"W 693.88 feet to the point of beginning, containing 11.52 acres, more or less;

which deed was recorded in Book 1642, Page 93 through Page 94, in the office of the County Clerk of Sequoyah County, Oklahoma. The property now being owned and operated as CLN, LLC, Darrell Netz, as Managing Member on behalf of the limited liability company.

2. Pursuant to this Agreement, Darrell Netz, as Managing Member on behalf of said CLN, LLC, made application with the City of Sallisaw regarding development of the above described property and has expressed his intent to plat the same.

3. *It is hereby agreed by and between the parties hereto: Provided platting by and/or on behalf of CLN, LLC of said real property has been completed, submitted and fully approved by the Board of Commissioners of the City of Sallisaw, thereafter, the Sallisaw Municipal Authority hereby agrees to pay CLN, LLC an amount not to exceed \$10,000.00 for the extension of an existing sewer line not to exceed Four Hundred (400) feet.*

4. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CNC, LLC

By: _____
DARRELL NETZ, Managing Member

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman of the Board of Trustees

ATTEST:

KIM JAMISON, Secretary of Trustees
[SEAL]

DRAFT

AGENDA ITEM COMMENTARY

Meeting Date: January 8, 2024
Board: Sallisaw Municipal Authority
Subject: Discuss current status of retransmission agreements

ITEM TITLE: Discuss Current Status of DiamondNet Video Rates

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: City Staff, NCTC, Uptown Services, & Video Programmers

BACKGROUND: N/A

EXHIBITS:

KEY ISSUES: The Big 4 must carry stations include ABC, CBS, NBC, & FOX. Sallisaw's DMA is NW Arkansas. We carry duplications of ABC, CBS, & NBC stations out of Tulsa. We are at the mercy of the market and industry and can no longer sustain duplications of all channels. We feel we will have to drop Tulsa Channel 8 in the next few weeks and potentially Tulsa Channel 2 in the near future.

FUNDING SOURCE: N/A

RECOMMENDATION: Receive update from staff.