

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

March 10, 2025

**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 February 10, 2025**
- 4. Discussion and possible action on Lease Agreement between the Sallisaw Municipal Authority and Chili Wainscott d.b.a. Lazy W Productions' use of the rodeo grounds; and authorize the city attorney, and city clerk to finalize details of insurance**
- 5. Administrative reports**
- 6. Adjourn**

**Posted: MARCH 6, 2025
Time: 5:20 P.M.**

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

FEBRUARY 10, 2025

The Sallisaw Municipal Authority met in a regular meeting on February 10, 2025, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXM; by posting at city hall on February 6, 2025, at 4:15 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 (Acting Chairman) Trustee, Ward 4
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Members absent:	Ernie Martens,	Chairman
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, George Bormann, Ben Spyres, Kayle Griffin, Terry Franklin, Jamie Phillips, Jarrett Cannon, Caleb Dotson,	General Manager City Attorney Secretary Director of Finance Economic Development Director Computer Technician Chief Accountant Chief of Police Superintendent - Solid Waste Patrolman Patrolman
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Others present:	Lynn Adams; Randy Nelson; Jeannie Richardson; Michael Hogan; Others Unidentified.
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Meeting called to order

Acting Chairman Mendiola called the meeting to order. The meeting began at 7:29 p.m.

Declaration of a quorum

A quorum was declared present.

Discussion and possible action on minutes of January 13, 2025

Motion was made by Moody, seconded by Hamilton, for approval of minutes. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye. Motion carried 4-0.

Discussion and possible action on items related to the Sanitary Sewer System Improvements - Country Club Lift Station

Possible action on acceptance of bids

Motion was made by Moody, seconded by Bailey, to accept the bids. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

Possible action to award contract to Costa LLC in the amount of \$338,400.00; and authorize the General Manager to sign all necessary documents upon receiving approval from City Attorney

Motion was made by Moody, seconded by Bailey, for approval to award contract to Costa, LLC in the amount of \$338,400.00 and authorize the General Manager to sign necessary documents after receiving approval from City Attorney. Vote: Moody aye; Bailey aye; Hamilton aye; Mendiola aye. Motion carried 4-0.

Discussion and possible action on amendment to the Engineering Contract for the East Drake Road Water Line Extension Project between the Sallisaw Municipal Authority and Neel, Harvell and Associates, PC

Motion was made by Hamilton, seconded by Moody, for approval of amendment to the Engineering Contract for the East Drake Water Line Extension project between the Sallisaw Municipal Authority and Neel, Harvell and Associates. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

Discussion and possible action on staff's request to purchase one (1), Caterpillar D6 Track Dozer, from Warren Caterpillar #4269 of Tulsa, Oklahoma, in the amount of \$540,123.00 via lease purchase for the Landfill

Motion was made by Bailey, seconded by Hamilton, for approval to purchase one (1) Caterpillar D6 Track Dozer in the amount of \$540,123.00 from Warren Caterpillar. Vote: Bailey aye; Hamilton aye; Moody aye; Mendiola aye. Motion carried 4-0.

Discussion and Possible Action on Resolution 2025-01; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment*

Motion was made by Hamilton, seconded by Moody, for approval of Resolution 2025-01. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

Consideration and possible approval of Resolution No. 2025-02, a Resolution agreeing to file application with the Oklahoma Water Resources Board (the “OWRB”) for financial assistance through the Clean Water State Revolving Fund Loan Program, with the loan proceeds being for the purpose of planning and designing of wastewater treatment plant improvements for the sanitary sewer system of the City of Sallisaw, Oklahoma; approving a legal services agreement and financial advisory agreement with respect to the aforesaid sanitary sewer system project; and containing other provisions related thereto

Motion was made by Moody, seconded by Hamilton, for approval of Resolution No. 2025-02. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye. Motion carried 4-0.

Discussion and possible action on Engineering Contract with Neel, Harvel and Associates, in the Amount of \$1,400,000.00, for Engineering Services Related to Wastewater Treatment Plant Improvements - New Wastewater Treatment Facility

Motion was made by Hamilton, seconded by Moody, for approval of Engineering Contract with Neel, Harvell and Associates in the amount of \$1,400,00.00 for services related to the WWTP Improvements - New Treatment Facility. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0.

Administrative reports

None.

Adjourn

Motion was made by Hamilton, seconded Moody, to adjourn the meeting. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye. Motion carried 4-0. The meeting ended at 7:38 p.m.

Approved this 10th day of March 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: March 10, 2025
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds Lease Agreement

ITEM TITLE: Discussion and possible action on Lease Agreement between the Sallisaw Municipal Authority and Chili Wainscott d.b.a. Lazy W Productions' use of the rodeo grounds; and authorize the city attorney, and city clerk to finalize details of insurance

INITIATOR: Bailey Nash for Chili Wainscott

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Mr. Wainscott dba Lazy W Productions plans to utilize the rodeo grounds for a rodeo on June 13th and 14th. Insurance is being mailed but at the time of posting agendas it had not been received. Payment of fee and verification of insurance will be completed prior to issuance of keys.

EXHIBITS: 1. Rodeo Grounds.2025.CHILI WAINSCOTT

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Lease Agreement with Chili Wainscott dba Lazy W Productions and authorize City Attorney and City Clerk to finalize details.

LEASE AGREEMENT

This lease made and entered into by and between the Sallisaw Municipal Authority, a public Trust, hereinafter referred to as "LESSOR", and Chili Wainscott dba Lazy W Productions, of 9300 Pounds Valley, Pittsburg, Oklahoma, 74560, hereinafter referred to as "LESSEE".

That LESSOR, in consideration of the payment of the usage fee as provided in the Fee Schedule of the LESSOR, hereby leases to LESSEE for the purpose of operating and maintaining a rodeo facility and facility useful for similar events on the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

A part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 122 feet East of the NW corner of the said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence East 356 feet; thence South 01° 45' West 471 feet; thence North 88° 25' West 118 feet; thence North 71° 51' West 212 feet; thence North 01° 10' East 306 feet; thence North 45° West 32 feet; thence North 1° 10' East 69 feet to the point of beginning,

for a certain period of two (2) days, beginning at 12:01 o'clock a.m., June 13, 2025, and ending at 12:00 o'clock a.m., June 14, 2025, with public events scheduled to be held during such period of time.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

I. Additional Property,

1. The LESSOR also grants to the LESSEE the right to use for vehicular parking purposes only, during such community entertainment event, for the term of this lease, the following described real estate situated in Sequoyah County, Oklahoma, to-wit:

A part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East, more particularly described as follows:

Beginning at a point 488 feet West of the NE corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 12 North, Range 24 East; thence South 23° 30' West 255 feet; thence South 80° 0' West 47 feet; thence South 01° 15' West 360 feet; thence South 75° 45' West 290 feet; thence North 1° 40' West 202 feet; thence South 88° 25' East 98 feet; thence North 01° 45' East 471 feet; thence East 354 feet to the point of beginning, containing 4 acres more or

less.

The right to use either or both of the above described tracts of land may be cancelled by either party upon 60 days written notice to the other party, subject to any existing contracts creating financial responsibility. The LESSOR reserves the right to cancel if the property is needed for other cultural purposes, parking, industrial purposes or other similar needs of the LESSOR.

II. General

1. The LESSEE herewith has the general usage, operations, maintenance, management, and supervision of the leased property as herein described.

2. The LESSEE shall have the right to schedule and use the leased property and to develop and implement written usage rules and policies and amend or revise same. Said rules and policies shall be subject to approval of LESSOR prior to implementation, and a copy of the same shall be filed with the Secretary of the LESSOR. LESSEE agrees that any and all use of the leased property shall be on the same general terms and conditions herein denoted.

III. Fiscal

1. The LESSEE agrees to carry general commercial liability insurance for limits not less than the limits set out in the political subdivision Tort Claims Act of the State of Oklahoma, now in existence, or as hereinafter amended, which limits are presently set at One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. The LESSEE agrees to carry such liability insurance to protect both the LESSEE and LESSOR and THE SALLISAW MUNICIPAL AUTHORITY/CITY OF SALLISAW from any liability for personal injury or property damage on account of any sponsored events and/or scheduled activities carried out and/or held on the real estate described above. LESSEE agrees to furnish the LESSOR a certificate of such insurance or a copy of such insurance policy.

2. LESSOR shall provide standard insurance coverage of the property leased hereunder in and to the same for as LESSOR does other similar property owned by LESSOR.

IV. Facility

1. LESSEE shall be required to maintain the leased property and return the same in the same condition as it was when leased. It is mutually agreed that any repair, maintenance and/or improvement made shall be in compliance to applicable City's building, electrical and plumbing codes. LESSOR shall not be restricted to general access of property leased herein.

2. LESSEE and LESSOR herewith acknowledge and concur that any and/or all personal property, equipment, appurtenance not of a permanent nature made to and/or on the leased property by the LESSEE shall remain the property of the LESSEE; and said LESSEE shall have 2 calendar days to remove such property at the end of the term stated herein.

3. LESSEE agrees to sponsor and conduct and/or cause to be conducted a two-day community entertainment event, a rodeo, to be sponsored and conducted for the general welfare and enjoyment of the Sallisaw community. Nothing herewith is to be construed or interpreted in any way, shape, manner or form to restrict and interfere with the LESSEE from charging or assessing for the usage, collecting fees, participation fees and/or admittance fees to said community entertainment facilities, services or other events. LESSOR shall have no obligation in sponsoring, conducting and/or providing of same.

4. LESSEE agrees to clean and/or cause to be cleaned the leased property during usage periods and after occupation on the same as necessary to maintain sanitary conditions and at the completion of the day's events.

V. Term

1. This lease shall be for a term of two (2) days, beginning at 12:01 o'clock a.m. June 13 and ending at 12:00 o'clock a.m., June 14, 2025.

2. Transfer of this lease shall not be made in whole or part by the LESSEE without the express written consent of the LESSOR, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the LESSEE.

3. Sallisaw Municipal Authority shall exercise its privilege of terminating this lease only for the reason that the LESSEE is failing to comply with the terms hereof, which shall be in the sole discretion of the Board of Trustees of the Sallisaw Municipal Authority or for the reason of the grounds herein described, or if it is determined by the Authority that the Authority needs such property for other purposes such as industrial development, park, parking, water or sewage treatment plants or systems or other similar related needs.

4. In the event that any provision or portion thereof of this Lease Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Lease Agreement shall not affect the validity or enforceability of any other provision or portion of the Lease Agreement.

WITNESS OUR HANDS AND SEALS this 10th day of March, 2025.

LESSOR:

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman of the Board

ATTEST:

KIM JAMISON, Secretary

[SEAL]

Approved as to form:

Jordan Pace
Sallisaw City Attorney

LESSEE:

CHILI WAINSCOT
Lazy W Productions