

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

October 13, 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. Possible action on minutes of regular meeting of September 8, 2025**
- 4. Presentation of End-of-Season Financial Overview from Sallisaw Youth League Representative**
- 5. Discussion and possible action on amending the Sallisaw Sports Complex Operations Agreement between the Sallisaw Youth League and The Sallisaw Municipal Authority**
 - Option 1. Exclusive Use.**
 - Option 2. Non-Exclusive Use.**
- 6. Discussion and possible action on proposed Sallisaw Sports Complex User Agreement, and authorizing the General Manager to execute agreement as necessary**

- 7. Discussion and possible action on Solid Waste Disposal Agreement with Leflore County Solid Waste Authority for a 3-year term ending October 31, 2028**
- 8. Discussion and possible action on amended Contract for Engineer Services with Neel, Harvell and Associates, P.C. in the amount of \$2,400.00; Water System - N. Badger Dr, East to Maple, South to Pinto**
- 9. Consider and adopt a Resolution (2025-07) providing for the sale of a forgivable Promissory Note of the Authority to the Oklahoma Water Resources Board to provide funds for the planning and designing of wastewater treatment plant improvements for the sanitary sewer system of the City of Sallisaw, Oklahoma**
- 10. Consider and adopt a Resolution (2025-08) designating and employing The Baker Group LP, Oklahoma City, Oklahoma, to proceed as Financial Advisor and Johanning & Byrom, PLLC, Oklahoma City, Oklahoma, as Financial Legal Counsel to the Authority, respectively, with respect to financing the Authority's sanitary sewer system project**
- 11. Adjourn**

Posted: 10/10/2025

Time: 9:15 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

SEPTEMBER 8, 2025

The Sallisaw Municipal Authority met in a regular meeting on September 8, 2025, 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 September 5, 2025 at 11:00 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
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Members absent:	None
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Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Chris Carter, Ben Spyres, Jamie Phillips, Gene Martin,	General Manager City Attorney Secretary Director of Finance Building Development Director Senior Code Inspector Computer Technician Director - Solid Waste Director - Equipment Maintenance
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Others present:	Lynn Adams; J.W. Fleetwood; Tim A. Foote; Michael Hogan; Vincent Pierce; Betty Pierce; Julie Becker; Jeannie Richardson; Tyler Davis; Billy McHenry; Ty McHenry; Others Unidentified.
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Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 6:53 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of August 11, 2025

Motion was made by Moody, seconded by Hamilton, for approval. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Acknowledgement of SRS 2020 Arbitrage Rebate Calculation and IRS Payment in the amount of \$54,683.20

Motion was made by Moody, seconded by Hamilton, to acknowledge the IRS payment of \$54,683.20. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Discussion and possible action on items related to the Sanitary Sewer System Improvements - Drake Prairie Estates project

Possible action to accept bids

Motion was made by Moody, seconded by Hamilton, to accept the bids. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

Possible action on the award of contract to Cooks Consulting, LLC of Ft. Gibson, Oklahoma in the amount of \$143,000.00 and authorize Neel, Harvell, and Associates, P.C. to execute all necessary documents, upon receiving approval of such from the city attorney

Motion was made by Moody, seconded by Bailey, to award Contract to Cooks Consulting, LLC in the amount of \$143,000.00 and authorize Neel, Harvell, and Associates to execute all necessary documents. Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and possible action on staff's request to purchase one (1) Front Load Commercial Overhead Sanitation Truck from River City Hydraulics #7328 of Sherwood, Arkansas in the amount of \$361,508.00 via lease purchase for the Landfill Department

Motion was made by Mendiola, seconded by Moody, to approve purchase of a overhead front load sanitation truck via lease purchase in the amount of \$361,508.00. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discussion and possible action on Resolution 2025-06; *A Resolution Authorizing Execution of a Lease Purchase Agreement on Equipment (Sanitation Truck)*

Motion was made by Hamilton, seconded by Bailey, to approve Resolution 2025-06. Vote: Hamilton aye; Bailey aye; Moody aye; Mendiola aye; Martens aye. Motion carried 5-0.

Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:01 p.m.

Approved this 13th day of October, 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject: Amended Agreement

ITEM TITLE: Discussion and possible action on amending the Sallisaw Sports Complex Operations Agreement between the Sallisaw Youth League and The Sallisaw Municipal Authority

Option 1. Exclusive Use.
Option 2. Non-Exclusive Use.

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: City worked with SYL to capture recommended changes to the agreement. Significant changes include making the August SMA meeting the time to present year-end data, increasing the user fees of regular season games to \$10 a game and tournaments to \$125 per age group/ per tournament, establishing a "restricted list" from which sponsors may not be chosen and allowing SYL to approve all others, and specifying that excess net marketing revenue be used for improvements. All of this puts more money back into the complex for repairs, renovations and improvements, and simplifies operations.

EXHIBITS:

1. SYL 2025
2. Sallisaw SYL Sports Complex Operations Agreement EXCLUSIVE
3. Sallisaw SYL Sports Complex Operations Agreement
NON_EXCLUSIVE

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Option 1. Approval of the amendment to the Sallisaw Sport Complex Operation Agreement with exclusive use.
Option 2. Approval of the amendment to the Sallisaw Sport Complex Operation Agreement with non-exclusive use.



Sallisaw Youth League Annual Report

Operations and costs for '24-'25 season

Background

- SYL conducts league games and tournaments at Sports Complex, retain all gate, advertising, and concession proceeds; maintain dirt portion of fields, clean facilities after use—City maintains fields, provides dirt, provides utility services, and maintains facilities; Annual meeting to “balance books”
- Fees and advertising (including field naming rights) are approved by the SMA
- Operations Agreement sets remittance rates at \$5/league game and \$500 per tournament (altered this year to \$125 per age group/per tournament)
- Current operations agreement hasn't been enforced by either organization for at least a decade
- First time both sides agreed to execute per the agreement and assess the feasibility, acceptability and suitability of the agreement on both organization's operations

Under Current Conditions

- City costs (JUN-JUN) -\$131,000—utilities, fertilizer, dirt, S&B (x1), maintenance, repairs
- SYL remittance to the City (JAN-AUG) -\$6,600 (full season estimate ~\$13,200)

League Games

Baseball	77
Softball	217
Soccer	145

Tournaments

Softball	17
Baseball	19

Situation:

Neither organization has a planned fund for future capital improvements/ repairs

Any additional space that is developed or Capital Improvement is paid for “as we go” ie soccer fields, LED light upgrades, etc

Proposed changes

SYL increases remittance rates to \$10 per game and \$125 per age group/per tournament

Improvements by the SYL to the Sports Complex be “applied” in lieu of fees (no real change from current)

Excess Net marketing revenues be put into an interest-bearing account for use against improvement

END RESULT: Additional funds being used towards the Sports Complex improvements/replacements

Sallisaw Sports Complex Operations Agreement

OPERATIONS AGREEMENT

THIS Facilities Use Agreement made and entered into this 11th day of August, 2025, by and between the **SALLISAW MUNICIPAL AUTHORITY**, an Oklahoma Public Trust of the City of Sallisaw, Oklahoma, hereinafter referred to as the **SMA** and the **SALLISAW YOUTH LEAGUE, Inc.** hereinafter referred to as the **SYL**.

RECITALS

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** is the lessee of the Sallisaw Sports Complex property located at 1300 Steve Davis Parkway, Sallisaw, Oklahoma, and;

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** has constructed a sports complex on the leased property with intentions of providing recreational areas for youth and family activities.

WHEREAS, the **SALLISAW YOUTH LEAGUE** desires to use said facilities for organized baseball and softball league play and tournament play, as well as other youth events and activities, and;

WHEREAS, the Sallisaw Sports Complex was built to benefit all youth in the Sallisaw area.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated the parties have agreed and do hereby agree as follows:

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- a) The **SMA** hereby grants **exclusive** use unto the **SYL** the described property known as the Sallisaw Sports Complex (Complex).
- b) It is understood and agreed that the primary use of the Complex shall be for organized **SYL** activities from February through November, during softball, baseball and soccer seasons. Other activities of the **SYL** may be held as needed fields and other infrastructure are added to the Complex.
- c) All fixed alterations, additions, and improvements made by the **SYL** to the Complex shall become the property of the **SMA with any improvements over \$20,000 being approved by the SMA in advance, those under \$20,000 being approved by the SMA General Manager (City of Sallisaw City Manager)**. Capital improvements supplied or made by the **SYL** shall be treated as contributions to the Complex and become the property of the **SMA available for use by the general public or other organizations**.

Sallisaw Sports Complex Operations Agreement

- d) It is understood and agreed that the **SMA** may utilize the Complex for any city or community event during times the **SYL** has no activities scheduled.
- e) Prior to August 1st of each year, representatives of the **SMA** and **SYL** shall meet to discuss the completed season. Representatives shall discuss needs of the Complex and renewal of this agreement.
- f) The **SMA** shall employ a Site Director to oversee the operations of the complex. Duties of the Site Director shall include but not be limited to:
 - i. Working with the **SYL** and its appointed league directors, the Site Director shall coordinate all **SYL** use of the Complex with the **SMA** based on **SYL** practice, league and tournament needs, as furnished by the **SYL**.
 - ii. Ensure the assets of the complex are maintained and accounted for.
 - iii. Oversee all required maintenance of fields, buildings and equipment at the complex.
 - iv. Act as the primary contact for the **SYL** in communications with the **SMA** and the City of Sallisaw.
 - v. Site Director or their designee shall be available in person or by phone during times the fields are in use.
 - vi. Maintain access to weather data.
 - vii. Enforce policy regarding play during inclement weather (Attachment A).
 - viii. Enforce rules posted for the sports complex. (Attachment B).
- g) This document covers the responsibilities and activities of the **SYL** as they relate to the Sallisaw Sports Complex. All other city parks and facilities are utilized on a “first come, first serve” basis and can be reserved no earlier than 30 days from the individual event or league begins.

2. RESPONSIBILITIES OF THE SALLISAW MUNICIPAL AUTHORITY:

- a) During the terms of this agreement, **SMA** shall:
 - i. Provide general maintenance and upkeep of the sports complex facility including mowing, trimming, watering and fertilizing of grass areas, cutting the dirt/grass lines and preventing the growth of grass in the infield dirt. Maintain field lighting equipment. Maintain all fences and backstops in such a manner to assure the safety of the public, players, and coaches. Maintain irrigation system. Provide infield dirt material and any needed additives.

Sallisaw Sports Complex Operations Agreement

- ii. Provide all utilities including sewer, electric, and water.
- iii. Provide trash containers.
- iv. Provide and maintain lightning prediction alarm system for public safety.
- v. Provide and maintain a security camera system.
- vi. Provide locks and keys to facilities. Keys are the property of the **SMA**. They are provided to the **SYL** as needed to allow entrance into secure areas. **Keys are not to be duplicated or given to unauthorized users.**
- vii. Provide proper signage on the complex for parking and warm-up areas; signs that can be enforced by the Site Director, **SYL** and police for public safety.
- viii. Provide concession building(s) and restroom facilities.
- ix. Provide afterhours emergency maintenance. Call 918-775-4141
- x. Provide pitching rubbers and bases.
- xi. Maintain scoreboards as needed with assistance of **SYL**.

3. RESPONSIBILITIES OF SALLISAW YOUTH LEAGUE:

a) During the terms of this agreement, **SYL** shall:

- i. For each sport or event held at the complex **SYL** shall name one **SYL** director (e.g., League Director, Event Director, Tournament Director) to communicate the needs of the **SYL** to the Site Director. The Site Director will only communicate with the named directors to ensure the needs of both the **SMA** and the **SYL** are met.
- ii. For baseball, softball, and other organized activities, maintain membership in a minimum of one national or one state league organization if organizations are available.
- iii. Provide an orientation for each first year coach, emphasizing the proper treatment of kids and the positive behavior expected of all coaches, parents and participants. **SYL** shall provide background checks on all managers and coaches. All files associated with orientation and background checks shall be maintained by the **SYL** and subject to inspection by the **SMA** at any time.
- iv. **SYL will ensure that there is at least one CPR certified individual on site during league and tournament games.**

Sallisaw Sports Complex Operations Agreement

- v. Promote the Complex and hold as many tournaments as possible to benefit the Complex and the community of Sallisaw.
- vi. Provide the Site Director with a game schedule from each league division no later than ten (10) days before the start of league play. Any changes in scheduled league play shall be communicated to the Site Director as soon as known.
- vii. Provide the Site Director with a listing of weekends preferred for pre-season and post-season league tournaments. Provide the Site Director with other tournament dates as needed.
- viii. **SYL shall allow other organizations or groups to use the complex facilities under this agreement with approval by both SMA and SYL. Such requests shall be submitted to the SMA General Manager in writing and include a description of the event.**
- ix. Adhere to all Sallisaw Sports Complex site rules and signage as posted by the SMA.
- x. SYL shall be responsible for all umpires, referees and field preparation during league and tournament play. SYL shall ensure fields are kept playable during league and tournament play and is solely responsible for dragging the infields during any season or tournament. SYL shall groom and water fields as necessary between games. SYL shall notify the SMA site director when tournament/league seasons conclude.
- xi. SYL shall use methods for removing standing water from fields without digging drainage ditches or holes and raking wet soil into grass areas.
- xii. Prior to leaving the complex after games or other events, SYL shall ensure all game field lights are turned off, all supplies and buildings are properly secured and all trash throughout the site is picked up. All trash containers shall be emptied with new can liners installed. All poly carts are to be taken down to the curb.
- xiii. Be responsible for the conduct of players and spectators on premises.
- xiv. SYL shall obtain prior approval of the SMA for all alterations, additions, or improvements above \$20,000 with those under \$20,000 being approved by the SMA General Manager. (See Item 1.c. above)
- xv. Supervise warm-up areas and all other activities to assure the safety of the public, players, and coaches.

Sallisaw Sports Complex Operations Agreement

- xvi. Utilize bulletin boards and websites for posting of all complex information. Flyers or other information are not to be attached to doors, walls, or posts.
- xvii. Field use at the complex for any practice shall be at the discretion of the **SYL** staff and the Site Director.
- xviii. Provide the **SMA** a certificate of insurance evidencing coverage with minimums of \$1,000,000 bodily injury, \$300,000 property, and \$1,000,000 General Liability, naming the **SMA**, City of Sallisaw and all its officers, agents and employees as additional insured.
- xix. Notify the Site Director **no later than noon the next** day after any accidents/incidents that required medical attention or when public safety personnel were called to assist with the situation. Complete an Accident/Incident Report in its entirety and deliver it to the Site Director.
- xx. *Annually, prior to the August SMA meeting, financial records regarding purchases and improvements that would be used to offset user fees and advertising & marketing accounts/resources (see 4.d) to ensure money is being put into an interest-bearing account shall be made available to the SMA General Manager and then presented to the SMA for informational purposes.*
- xxi. Any other organization must gain approval from the **SMA** Site Director prior to using the Sports Complex fields/facilities.
- xxii. Gain approval in the August **SMA** meeting, coordinate the placement of, secure, maintain, and replace if necessary, sheds, or containers used to store **SYL** equipment or supplies.
- xxiii. On baseball and softball fields, maintain the dirt/grass lines to within 6” of the sprinkler heads and preventing the growth of grass in the infield dirt by dragging in a manner that does not transfer dirt to the grass (preventing the creation of a “lip”)
- xxiv. **Maintain all facilities exclusively used by SYL.**

4. Advertising and Field Naming Rights

- a) **SYL** shall be responsible for marketing and soliciting advertising funds for the complex. All marketing and advertising signage shall have the approval of the **SMA** before being placed at the complex.
- b) **SYL** may sell naming rights for the fields. All agreements for naming rights at the complex shall be approved by the **SMA**.

Sallisaw Sports Complex Operations Agreement

- c) Sponsors for marquis and/or the awarding of naming rights shall not be from any of the following categories of businesses/establishments:
 - i. Cannabis related business
 - ii. Wine/Spirits/Beer stores or brands
 - iii. Tobacco stores or brands
 - iv. Adult novelty or entertainment businesses
- d) All net excess funds generated from marketing and the sale of advertising for the complex shall be deposited into a designated **SYL** cash account and used for the benefit of the complex.

5. GATE FEES AND OPERATIONS OF CONCESSION STANDS.

- a) Gate Fees. The **SMA** agrees to allow **SYL** to keep all gate entry fees for **SYL** sponsored activities only. Regular season admission fees for baseball are set by the Big Basin Baseball Association (see para 3.a.ii.); **SYL** will set softball fees to match. Soccer fees will be set by **SYL**. **SYL** will set fees for all tournaments.
- b) Concessions. The **SMA** agrees to allow the **SYL** to operate baseball and softball concession stands for profit with all proceeds going to the **SYL**. **SYL shall be the exclusive operator of the concessions for all events held at the complex, sponsored by the SYL.**
 - i. **SYL** agrees to keep concessions clean and uncluttered at all times.
 - ii. If **SYL** utilizes outside grills or smokers, areas around the grills or smokers shall be cordoned off preventing unauthorized access.
- c) Restrooms. **SYL** shall be responsible for cleaning the restrooms during and after **SYL** events.

6. USER FEES:

- a) For baseball and softball league games, **SYL** agrees to submit to the **SMA** user fees in the amount of \$10.00 per league game based on the completed league schedule. The completed schedule with numbers of games shall be submitted during the August **SMA** meeting.
- b) For baseball and softball tournament games, **SYL** agrees to submit to the **SMA** a fee of \$125 per age group per tournament. Baseball and softball tournaments held at same time shall be considered as separate tournaments. The completed number of tournaments shall be submitted during the August **SMA** meeting.

Sallisaw Sports Complex Operations Agreement

- c) Funds from fees submitted to the SMA by the SYL will be used for Capital Improvements on the Sports Complex. Capital Improvements are those that are not removable, improve the function, safety, or amenities of the overall facility for any users and are not dependent upon SYL permission to use.
- d) In lieu of the fees in 6 (a) and 6 (b) above, the SYL may request that the cost of approved improvements or repairs executed at the Sports Complex (see 1.c.) be used to offset those fees otherwise due.

7. TERM RENEWAL AND TERMINATION

- a) Unless sooner terminated as herein provided, the initial Term of this agreement shall be for one (1) years from the **August 11th, 2025**.
- b) At any time during the term of this agreement, either party may elect to terminate this agreement by providing a one hundred eighty (180) days' notice to the other party in writing.
- c) Upon expiration of the Initial Term, any Renewal Term or the earlier termination of this Agreement as herein provided, the obligations of the Parties under this Agreement shall terminate. Except such obligations as shall have been incurred prior to the date of expiration or termination, neither Party shall have any further rights or obligations.
- d) Modification of this agreement may be made during the term of this agreement upon agreement by both parties.

8. FORCE MAJEURE

- a) Neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities.

9. NOTICES

- a) All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses.
- b) Notice to SYL: Sallisaw Youth League, PO Box 1785, Sallisaw, OK 74955

Sallisaw Sports Complex Operations Agreement

- c) Notice to **SMA**: Sallisaw Municipal Authority, General Manager, P.O. Box 525, 115 East Choctaw, Sallisaw, OK 74955. Fax: (918)775-9550.

10. GOVERNING LAW

- a) This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Oklahoma, without regard to its choice-of-law provisions.

Sallisaw Sports Complex Operations Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the Parties.

<u>Sallisaw Youth League (SYL)</u>	<u>SALLISAW MUNICIPAL AUTHORITY (SMA)</u>
Signature: _____	Signature: _____
Name printed: _____	Name printed: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest (if corporation)	Attest
_____	_____
Secretary of Corporation	Secretary

Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority

Sallisaw Sports Complex Operations Agreement

Attachment A Sallisaw Sports Complex Inclement Weather Policy

1. Stopping Complex activities due to inclement weather.

- a) The Sallisaw Sports Complex Site Director shall have the final authority over games played during times of inclement weather. If game umpires, **SYL** official(s), or a tournament director has already stopped play due to inclement weather, the Site Director shall not over turn their decision, but the Site Director may stop play if play has not already been halted.
- b) If a lightning prediction system is installed at the complex, the equipment notifications shall be used to determine when game play shall be stopped and started. Only the Site Director may override equipment notifications and allow play to continue.

2. Start of Play /Continuation of Play/Activities

- a) Determination if fields are playable shall be made based on condition of fields, time to dry and make fields playable, time of day or night and other impending weather conditions.
- b) If game play or other activities are stopped due to inclement weather, the Site Director, in coordination with **SYL** game officials, shall determine if playing fields are playable and safe enough to allow play to continue.
- c) If inclement weather happens prior to the start of games or tournaments, the Site Director and **SYL** game officials shall determine if fields are playable and if games shall start, continue or be delayed.

Sallisaw Sports Complex Operations Agreement

Attachment B Sallisaw Sports Complex Complex Rules

1. All posted signs shall be obeyed.
2. Keep the Complex clean. Place all trash in proper receptacles.
3. Parents and coaches are responsible for supervising their children and participants at all times.
4. Maintain good sportsmanship. Patrons and participants will be removed from the facility for behavior that **SYL** or **SMA** deems to be inconsistent with promoting a positive, respectful, wholesome and safe atmosphere for the proper development of youth, including but not limited to fighting, inappropriate language, disrespecting umpires of coaches, smoking, or being under the influence of any drug or alcohol.
5. Participants and spectators are to remain off of fields not in use.
6. No loitering or playing in restrooms.
7. Soft tossing and hitting balls into fences is prohibited.
8. No practicing on fields that have been prepared for games.
9. No weapons shall be allowed on complex property consistent with Oklahoma law.
10. No glass containers inside the complex.
11. No grills or open flames are allowed by visitors of Complex.
12. No alcohol shall be allowed on complex property.
13. No smoking, tobacco or vaping products shall be allowed inside the fences of the sports complex. Visitors wishing to smoke or use these products must go to the parking areas.
14. All motor vehicles/equipment, except those used for maintenance of the Complex, shall stay on approved roadways and parking areas. Visitors shall park in designated parking areas only. Parking at the Complex is at the risk of the visitors and participants.
15. The SALLISAW MUNICIPAL AUTHORITY and the Sallisaw Youth League are not responsible for any stolen or damaged personal property while patrons are at the sports complex.
16. Visitors with identified service animals only are allowed to bring animals onto complex property. All other animals shall not be brought onto complex property.
17. Skateboards, rollerblades, bicycles, etc...are not allowed inside the fences of the complex and must stay in the parking lot areas.
18. All visitors must exit the facility within 30 minutes of the last scheduled event.

Sallisaw Sports Complex Operations Agreement

OPERATIONS AGREEMENT

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RECITALS

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** is the lessee of the Sallisaw Sports Complex property located at 1300 Steve Davis Parkway, Sallisaw, Oklahoma, and;

WHEREAS, the **SALLISAW MUNICIPAL AUTHORITY** has constructed a sports complex on the leased property with intentions of providing recreational areas for youth and family activities.

WHEREAS, the **SALLISAW YOUTH LEAGUE** desires to use said facilities for organized baseball and softball league play and tournament play, as well as other youth events and activities, and;

WHEREAS, the Sallisaw Sports Complex was built to benefit all youth in the Sallisaw area.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated the parties have agreed and do hereby agree as follows:

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- a) The **SMA** hereby grants **non-exclusive** use unto the **SYL** the described property known as the Sallisaw Sports Complex (Complex).
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Sallisaw Sports Complex Operations Agreement

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 - iii. Oversee all required maintenance of fields, buildings and equipment at the complex.
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 - v. Site Director or their designee shall be available in person or by phone during times the fields are in use.
 - vi. Maintain access to weather data.
 - vii. Enforce policy regarding play during inclement weather (Attachment A).
 - viii. Enforce rules posted for the sports complex. (Attachment B).
- g) This document covers the responsibilities and activities of the **SYL** as they relate to the Sallisaw Sports Complex. All other city parks and facilities are utilized on a “first come, first serve” basis and can be reserved no earlier than 30 days from the individual event or league begins.

2. RESPONSIBILITIES OF THE SALLISAW MUNICIPAL AUTHORITY:

- a) During the terms of this agreement, **SMA** shall:
 - i. Provide general maintenance and upkeep of the sports complex facility including mowing, trimming, watering and fertilizing of grass areas, cutting the dirt/grass lines and preventing the growth of grass in the infield dirt. Maintain field lighting equipment. Maintain all fences and backstops in such a manner to assure the safety of the public, players, and coaches. Maintain irrigation system. Provide infield dirt material and any needed additives.

Sallisaw Sports Complex Operations Agreement

- ii. Provide all utilities including sewer, electric, and water.
- iii. Provide trash containers.
- iv. Provide and maintain lightning prediction alarm system for public safety.
- v. Provide and maintain a security camera system.
- vi. Provide locks and keys to facilities. Keys are the property of the **SMA**. They are provided to the **SYL** as needed to allow entrance into secure areas. **Keys are not to be duplicated or given to unauthorized users.**
- vii. Provide proper signage on the complex for parking and warm-up areas; signs that can be enforced by the Site Director, **SYL** and police for public safety.
- viii. Provide concession building(s) and restroom facilities.
- ix. Provide afterhours emergency maintenance. Call 918-775-4141
- x. Provide pitching rubbers and bases.
- xi. Maintain scoreboards as needed with assistance of **SYL**.

3. RESPONSIBILITIES OF SALLISAW YOUTH LEAGUE:

a) During the terms of this agreement, **SYL shall:**

- i. For each sport or event held at the complex **SYL** shall name one **SYL** director (e.g., League Director, Event Director, Tournament Director) to communicate the needs of the **SYL** to the Site Director. The Site Director will only communicate with the named directors to ensure the needs of both the **SMA** and the **SYL** are met.
- ii. For baseball, softball, and other organized activities, maintain membership in a minimum of one national or one state league organization if organizations are available.
- iii. Provide an orientation for each first year coach, emphasizing the proper treatment of kids and the positive behavior expected of all coaches, parents and participants. **SYL** shall provide background checks on all managers and coaches. All files associated with orientation and background checks shall be maintained by the **SYL** and subject to inspection by the **SMA** at any time.
- iv. **SYL will ensure that there is at least one CPR certified individual on site during league and tournament games.**

Sallisaw Sports Complex Operations Agreement

- v. Promote the Complex and hold as many tournaments as possible to benefit the Complex and the community of Sallisaw.
- vi. Provide the Site Director with a game schedule from each league division no later than ten (10) days before the start of league play. Any changes in scheduled league play shall be communicated to the Site Director as soon as known.
- vii. Provide the Site Director with a listing of weekends preferred for pre-season and post-season league tournaments. Provide the Site Director with other tournament dates as needed.
- viii. **SYL** shall not allow other organizations or groups to use the complex facilities under this agreement (no “subletting” the facility) unless approved by both **SMA** and **SYL**. Such requests shall be submitted to the **SMA** General Manager in writing.
- ix. Adhere to all Sallisaw Sports Complex site rules and signage as posted by the **SMA**.
- x. **SYL** shall be responsible for all umpires, referees and field preparation during league and tournament play. **SYL** shall ensure fields are kept playable during league and tournament play and is solely responsible for dragging the infields during any season or tournament. **SYL** shall groom and water fields as necessary between games. **SYL** shall notify the **SMA** site director when tournament/league seasons conclude.
- xi. **SYL** shall use methods for removing standing water from fields without digging drainage ditches or holes and raking wet soil into grass areas.
- xii. Prior to leaving the complex after games or other events, **SYL** shall ensure all game field lights are turned off, all supplies and buildings are properly secured and all trash throughout the site is picked up. All trash containers shall be emptied with new can liners installed. All poly carts are to be taken down to the curb.
- xiii. Be responsible for the conduct of players and spectators on premises.
- xiv. **SYL** shall obtain prior approval of the **SMA** for all alterations, additions, or improvements above \$20,000 with those under \$20,000 being approved by the **SMA** General Manager. (See Item 1.c. above)
- xv. Supervise warm-up areas and all other activities to assure the safety of the public, players, and coaches.

Sallisaw Sports Complex Operations Agreement

- xvi. Utilize bulletin boards and websites for posting of all complex information. Flyers or other information are not to be attached to doors, walls, or posts.
- xvii. Field use at the complex for any practice shall be at the discretion of the **SYL** staff and the Site Director.
- xviii. Provide the **SMA** a certificate of insurance evidencing coverage with minimums of \$1,000,000 bodily injury, \$300,000 property, and \$1,000,000 General Liability, naming the **SMA**, City of Sallisaw and all its officers, agents and employees as additional insured.
- xix. Notify the Site Director **no later than noon the next** day after any accidents/incidents that required medical attention or when public safety personnel were called to assist with the situation. Complete an Accident/Incident Report in its entirety and deliver it to the Site Director.
- xx. *Annually, prior to the August SMA meeting, financial records regarding purchases and improvements that would be used to offset user fees and advertising & marketing accounts/resources (see 4.d) to ensure money is being put into an interest-bearing account shall be made available to the SMA General Manager and then presented to the SMA for informational purposes.*
- xxi. Any other organization must gain approval from the **SMA** Site Director prior to using the Sports Complex fields/facilities.
- xxii. Gain approval in the August **SMA** meeting, coordinate the placement of, secure, maintain, and replace if necessary, sheds, or containers used to store **SYL** equipment or supplies.
- xxiii. On baseball and softball fields, maintain the dirt/grass lines to within 6” of the sprinkler heads and preventing the growth of grass in the infield dirt by dragging in a manner that does not transfer dirt to the grass (preventing the creation of a “lip”)
- xxiv. **Maintain all facilities exclusively used by SYL.**

4. Advertising and Field Naming Rights

- a) **SYL** shall be responsible for marketing and soliciting advertising funds for the complex. All marketing and advertising signage shall have the approval of the **SMA** before being placed at the complex.
- b) **SYL** may sell naming rights for the fields. All agreements for naming rights at the complex shall be approved by the **SMA**.

Sallisaw Sports Complex Operations Agreement

- c) Sponsors for marquis and/or the awarding of naming rights shall not be from any of the following categories of businesses/establishments:
 - i. Cannabis related business
 - ii. Wine/Spirits/Beer stores or brands
 - iii. Tobacco stores or brands
 - iv. Adult novelty or entertainment businesses
- d) All net excess funds generated from marketing and the sale of advertising for the complex shall be deposited into a designated **SYL** cash account and used for the benefit of the complex.

5. GATE FEES AND OPERATIONS OF CONCESSION STANDS.

- a) Gate Fees. The **SMA** agrees to allow **SYL** to keep all gate entry fees for **SYL** sponsored activities only. Regular season admission fees for baseball are set by the Big Basin Baseball Association (see para 3.a.ii.); **SYL** will set softball fees to match. Soccer fees will be set by **SYL**. **SYL** will set fees for all tournaments.
- b) Concessions. The **SMA** agrees to allow the **SYL** to operate baseball and softball concession stands for profit with all proceeds going to the **SYL**. **SYL shall be the exclusive operator of the concessions for all events held at the complex, sponsored by the SYL.**
 - i. **SYL** agrees to keep concessions clean and uncluttered at all times.
 - ii. If **SYL** utilizes outside grills or smokers, areas around the grills or smokers shall be cordoned off preventing unauthorized access.
- c) Restrooms. **SYL** shall be responsible for cleaning the restrooms during and after **SYL** events.

6. USER FEES:

- a) For baseball and softball league games, **SYL** agrees to submit to the **SMA** user fees in the amount of \$10.00 per league game based on the completed league schedule. The completed schedule with numbers of games shall be submitted during the August **SMA** meeting.
- b) For baseball and softball tournament games, **SYL** agrees to submit to the **SMA** a fee of \$125 per age group per tournament. Baseball and softball tournaments held at same time shall be considered as separate tournaments. The completed number of tournaments shall be submitted during the August **SMA** meeting.

Sallisaw Sports Complex Operations Agreement

- c) Funds from fees submitted to the SMA by the SYL will be used for Capital Improvements on the Sports Complex. Capital Improvements are those that are not removable, improve the function, safety, or amenities of the overall facility for any users and are not dependent upon SYL permission to use.
- d) In lieu of the fees in 6 (a) and 6 (b) above, the SYL may request that the cost of approved improvements or repairs executed at the Sports Complex (see 1.c.) be used to offset those fees otherwise due.

7. TERM RENEWAL AND TERMINATION

- a) Unless sooner terminated as herein provided, the initial Term of this agreement shall be for one (1) years from the **August 11th, 2025**.
- b) At any time during the term of this agreement, either party may elect to terminate this agreement by providing a one hundred eighty (180) days' notice to the other party in writing.
- c) Upon expiration of the Initial Term, any Renewal Term or the earlier termination of this Agreement as herein provided, the obligations of the Parties under this Agreement shall terminate. Except such obligations as shall have been incurred prior to the date of expiration or termination, neither Party shall have any further rights or obligations.
- d) Modification of this agreement may be made during the term of this agreement upon agreement by both parties.

8. FORCE MAJEURE

- a) Neither Party shall be held liable for any loss, damage, delay or failure to perform any part of this Agreement caused by anything beyond its control and without its negligent or intentional act or omission, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities.

9. NOTICES

- a) All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested), overnight courier (charges prepaid), facsimile (with electronic answer back) or in person to the following individuals at the following addresses.
- b) Notice to SYL: Sallisaw Youth League, PO Box 1785, Sallisaw, OK 74955

Sallisaw Sports Complex Operations Agreement

- c) Notice to **SMA**: Sallisaw Municipal Authority, General Manager, P.O. Box 525, 115 East Choctaw, Sallisaw, OK 74955. Fax: (918)775-9550.

10. GOVERNING LAW

- a) This Agreement and any issues arising out of or in relation hereto shall be governed by the laws of the State of Oklahoma, without regard to its choice-of-law provisions.

Sallisaw Sports Complex Operations Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the Parties.

<u>Sallisaw Youth League (SYL)</u>	<u>SALLISAW MUNICIPAL AUTHORITY (SMA)</u>
Signature: _____	Signature: _____
Name printed: _____	Name printed: _____
Title: _____	Title: _____
Date: _____	Date: _____
Attest (if corporation)	Attest
_____	_____
Secretary of Corporation	Secretary

Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority

Sallisaw Sports Complex Operations Agreement

Attachment A Sallisaw Sports Complex Inclement Weather Policy

1. Stopping Complex activities due to inclement weather.

- a) The Sallisaw Sports Complex Site Director shall have the final authority over games played during times of inclement weather. If game umpires, **SYL** official(s), or a tournament director has already stopped play due to inclement weather, the Site Director shall not over turn their decision, but the Site Director may stop play if play has not already been halted.
- b) If a lightning prediction system is installed at the complex, the equipment notifications shall be used to determine when game play shall be stopped and started. Only the Site Director may override equipment notifications and allow play to continue.

2. Start of Play /Continuation of Play/Activities

- a) Determination if fields are playable shall be made based on condition of fields, time to dry and make fields playable, time of day or night and other impending weather conditions.
- b) If game play or other activities are stopped due to inclement weather, the Site Director, in coordination with **SYL** game officials, shall determine if playing fields are playable and safe enough to allow play to continue.
- c) If inclement weather happens prior to the start of games or tournaments, the Site Director and **SYL** game officials shall determine if fields are playable and if games shall start, continue or be delayed.

Sallisaw Sports Complex Operations Agreement

Attachment B Sallisaw Sports Complex Complex Rules

1. All posted signs shall be obeyed.
2. Keep the Complex clean. Place all trash in proper receptacles.
3. Parents and coaches are responsible for supervising their children and participants at all times.
4. Maintain good sportsmanship. Patrons and participants will be removed from the facility for behavior that **SYL** or **SMA** deems to be inconsistent with promoting a positive, respectful, wholesome and safe atmosphere for the proper development of youth, including but not limited to fighting, inappropriate language, disrespecting umpires of coaches, smoking, or being under the influence of any drug or alcohol.
5. Participants and spectators are to remain off of fields not in use.
6. No loitering or playing in restrooms.
7. Soft tossing and hitting balls into fences is prohibited.
8. No practicing on fields that have been prepared for games.
9. No weapons shall be allowed on complex property consistent with Oklahoma law.
10. No glass containers inside the complex.
11. No grills or open flames are allowed by visitors of Complex.
12. No alcohol shall be allowed on complex property.
13. No smoking, tobacco or vaping products shall be allowed inside the fences of the sports complex. Visitors wishing to smoke or use these products must go to the parking areas.
14. All motor vehicles/equipment, except those used for maintenance of the Complex, shall stay on approved roadways and parking areas. Visitors shall park in designated parking areas only. Parking at the Complex is at the risk of the visitors and participants.
15. The SALLISAW MUNICIPAL AUTHORITY and the Sallisaw Youth League are not responsible for any stolen or damaged personal property while patrons are at the sports complex.
16. Visitors with identified service animals only are allowed to bring animals onto complex property. All other animals shall not be brought onto complex property.
17. Skateboards, rollerblades, bicycles, etc...are not allowed inside the fences of the complex and must stay in the parking lot areas.
18. All visitors must exit the facility within 30 minutes of the last scheduled event.

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject:

ITEM TITLE: Discussion and possible action on proposed Sallisaw Sports Complex User Agreement, and authorizing the General Manager to execute agreement as necessary

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: The SMA has developed a **User Agreement** for the use of the Sallisaw Sports Complex. This agreement is intended to establish clear expectations, responsibilities, and requirements for organizations (e.g., leagues, clubs, schools, and other event organizers) that request to use the facility for sporting events, tournaments, or other recreational activities.

EXHIBITS: 1. Sallisaw_Sports_Complex_Individual_Event_Agreement

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of the proposed Sallisaw Sports Complex User Agreement, and to authorize the General Manager to execute the agreement with user organizations as necessary

Sallisaw Sports Complex Use Agreement

Individual Event Facilities Use Agreement

This Individual Event Facilities Use Agreement (“Agreement”) is entered into on this ____ day of _____, 20__, by and between the Sallisaw Municipal Authority, an Oklahoma Public Trust of the City of Sallisaw, Oklahoma (hereinafter “SMA”), and _____ (hereinafter “Organization”).

1. Purpose

The SMA agrees to allow Organization the non-exclusive use of designated field(s) and facilities at the Sallisaw Sports Complex, located at 1300 Steve Davis Parkway, Sallisaw, Oklahoma (hereinafter “Complex”), for the purpose of holding an individual event on the following date(s): _____.

2. Fees

- Field Use Fee: Organization agrees to pay the SMA **\$150.00** per field, per day used.
- Equipment / Maintenance Fee: Organization shall pay an additional fee to cover the cost of staff and equipment necessary for field maintenance during the event. This fee shall be **\$10 per field used/ per game**. This fee is payable directly to the Sallisaw Youth League (SYL).
- All fees are due in full no later than five (5) business days prior to the event unless otherwise approved in writing by SMA.

3. Insurance

Organization shall provide SMA with a certificate of insurance, either as an Organization or from every participating team, evidencing coverage with minimums of:

- \$1,000,000 bodily injury
- \$300,000 property damage
- \$1,000,000 general liability

The certificate shall name the SMA, the City of Sallisaw, the SYL, and their officers, agents, and employees as additional insureds.

No event may be held until a valid certificate is received and approved by SMA.

4. Responsibilities of SMA

During the event, SMA shall:

- a. Provide access to reserved fields and necessary utilities.
- b. Provide general maintenance of the Complex prior to the event.
- c. Provide restrooms.

- d. Coordinate with the SYL for designated staff and equipment for on-site field maintenance during the event, if requested and agreed upon.
- e. Coordinate with the SYL to provide concession stand services. SYL retains all funds received for concession operations.

5. Responsibilities of Organization

Organization shall:

- a. Adhere to all posted Complex Rules (Attachment A).
- b. Provide all game officials, referees, or event staff necessary to conduct the event.
- c. Ensure compliance with SMA's Inclement Weather Policy (Attachment B).
- d. Be responsible for conduct of participants, spectators, and volunteers during the event.
- e. Ensure that all trash is picked up and deposited in containers following the event.
- f. Report to the Site Director any accidents/incidents requiring medical attention or public safety response no later than noon of the following day.
- g. Remit field maintenance fees (equipment and personnel), \$10 per field/ per game directly to the SYL.

6. Cancellation & Refunds

If Organization cancels the event at least ten (10) days prior, SMA will refund all fees less any administrative costs incurred. Cancellations within ten (10) days of the event will result in forfeiture of the field use fee; equipment/maintenance fees may be refunded at SYL's discretion.

7. Damages and Denial of Future Requests

- a. Damages will be the financial responsibility of the Organization. Any damages will be repaired/replaced by the SMA at their discretion (contracted or internal) to restore the damaged property to the pre-damaged state and billed to the Organization.
- b. If the SMA decides to replace or improve the damaged property, the Organization will only be responsible for the "replacement value" of the damaged property.
- c. The SMA, at its discretion, may deny any future events sponsored by or participated in by the Organization based on the type, cost and/or negligence involved in the damage.

8. Indemnification

Organization agrees to indemnify, defend, and hold harmless the SMA, SYL, the City of Sallisaw, and their officers, agents, and employees from any and all claims, damages, liabilities, or expenses arising out of the Organization's use of the Complex.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SALLISAW MUNICIPAL AUTHORITY (SMA)	ORGANIZATION
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachments:

- Attachment A: Complex Rules
- Attachment B: Inclement Weather Policy

Attachment A
Sallisaw Sports Complex
Inclement Weather Policy

1. Stopping Complex activities due to inclement weather.

- a) The Sallisaw Sports Complex Site Director shall have the final authority over games played during times of inclement weather. If game umpires, **SYL** official(s), or a tournament director has already stopped play due to inclement weather, the Site Director shall not over turn their decision, but the Site Director may stop play if play has not already been halted.
- b) If a lightning prediction system is installed at the complex, the equipment notifications shall be used to determine when game play shall be stopped and started. Only the Site Director may override equipment notifications and allow play to continue.

2. Start of Play /Continuation of Play/Activities

- a) Determination if fields are playable shall be made based on condition of fields, time to dry and make fields playable, time of day or night and other impending weather conditions.
- b) If game play or other activities are stopped due to inclement weather, the Site Director, in coordination with **SYL** game officials, shall determine if playing fields are playable and safe enough to allow play to continue.
- c) If inclement weather happens prior to the start of games or tournaments, the Site Director and **SYL** game officials shall determine if fields are playable and if games shall start, continue or be delayed.

Attachment B
Sallisaw Sports Complex
Complex Rules

1. All posted signs shall be obeyed.
2. Keep the Complex clean. Place all trash in proper receptacles.
3. Parents and coaches are responsible for supervising their children and participants at all times.
4. Maintain good sportsmanship. Patrons and participants will be removed from the facility for behavior that **SYL** or **SMA** deems to be inconsistent with promoting a positive, respectful, wholesome and safe atmosphere for the proper development of youth, including but not limited to fighting, inappropriate language, disrespecting umpires of coaches, smoking, or being under the influence of any drug or alcohol.
5. Participants and spectators are to remain off of fields not in use.
6. No loitering or playing in restrooms.
7. Soft tossing and hitting balls into fences is prohibited.
8. No practicing on fields that have been prepared for games.
9. No weapons shall be allowed on complex property consistent with Oklahoma law.
10. No glass containers inside the complex.
11. No grills or open flames are allowed by visitors of Complex.
12. No alcohol shall be allowed on complex property.
13. No smoking, tobacco or vaping products shall be allowed inside the fences of the sports complex. Visitors wishing to smoke or use these products must go to the parking areas.
14. All motor vehicles/equipment, except those used for maintenance of the Complex, shall stay on approved roadways and parking areas. Visitors shall park in designated parking areas only. Parking at the Complex is at the risk of the visitors and participants.
15. The SALLISAW MUNICIPAL AUTHORITY and the Sallisaw Youth League are not responsible for any stolen or damaged personal property while patrons are at the sports complex.
16. Visitors with identified service animals only are allowed to bring animals onto complex property. All other animals shall not be brought onto complex property.
17. Skateboards, rollerblades, bicycles, etc...are not allowed inside the fences of the complex and must stay in the parking lot areas.
18. All visitors must exit the facility within 30 minutes of the last scheduled event.

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject: Disposal Agreement

ITEM TITLE: Discussion and possible action on Solid Waste Disposal Agreement with Leflore County Solid Waste Authority for a 3-year term ending October 31, 2028

INITIATOR: City Manger
Director - Solid Waste

STAFF INFORMATION SOURCE: City Manager
Director - Solid Waste

BACKGROUND: The proposed renewal will allow Leflore County to continue bringing solid waste to the City's landfill. As part of this renewal, Leflore County agrees to deliver a minimum of 500 tons of solid waste per month. This arrangement ensures a consistent revenue stream for landfill operations and maintains a long-standing partnership with Leflore County for solid waste disposal services.

EXHIBITS: 1. Le Flore Cty Solid Waste 2025_2028 for agenda

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement with Leflore County Solid Waste Authority

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 13th day of October, 2025, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and The Leflore County Solid Waste Authority, 23065 Cedar Road, Poteau, OK 74953, a Public Trust, hereinafter called "**CUSTOMER**".

RECITALS

WHEREAS, **PROVIDER** desires to provide solid waste disposal services, and **CUSTOMER** desires to use the **PROVIDER** and the Sallisaw Municipal Landfill facility to dispose of residential, commercial and industrial non-hazardous solid waste from the **CUSTOMER'S** operations; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations, with respect to this agreement and the use of the **PROVIDER'S** landfill facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and intending to be legally bound hereby, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS:

- a. Solid Waste: The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial and/or commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof.
- b. Hazardous Waste: The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated.

2. TERM.

- a. The term of this agreement shall be three (3) years, commencing on November 1, 2025, and ending on October 31, 2028.

SOLID WASTE DISPOSAL AGREEMENT

3. SERVICES PROVIDED AND AGREED UPON TONNAGE RATE.

- a. During the term of this agreement, **CUSTOMER** shall provide solid waste material and the **PROVIDER** shall provide landfill facility for disposal.
- b. During the term of this agreement, in exchange for the agreed upon tonnage rate stated in Paragraph 3(c) of this agreement, the **CUSTOMER** will utilize the **PROVIDER'S** landfill facility for disposal of its solid waste material. **CUSTOMER** shall bring a minimum of five hundred (500) tons of solid waste material per month to the **PROVIDER'S** facility. To account for operational issues and other factors that could affect **CUSTOMER'S** hauling to the **PROVIDER'S** facility, the tonnage over each three (3) month period must average five hundred (500) tons per month.
- c. During the term of this agreement, beginning on the dates noted in this section, **PROVIDER** shall charge **CUSTOMER** an aggregate rate as follows:
 - i. Year 1: November 1, 2025 to October 31, 2026:
\$26.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$27.25.
 - ii. Year 2: November 1, 2026 to October 31, 2027:
\$27.75 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$29.00.
 - iii. Year 3: November 1, 2027 to October 31, 2028:
\$29.25 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$30.50.
- d. During the term of this agreement, if the Oklahoma Department of Environmental Quality disposal fee or any additional regulatory fees from Federal, State or other regulatory agencies are increased, or placed upon the solid waste disposed of at the **PROVIDER'S** landfill facility, **CUSTOMER** agrees to pay these additional fees as applicable.

4. TERMINATION OF AGREEMENT

- a. This agreement shall not be terminated during the term noted in Paragraph 2.

5. CHARGES & PAYMENTS

- a. All items disposed of will be charged all applicable Federal, State or other regulatory fees.
 - b. The disposal rate shall be based on the actual weight of the material disposed of. This will be calculated using the in and out weights of the transporting vehicle or a previously entered tare weight of the vehicle.
 - c. All charge accounts of the Sallisaw Municipal Solid Waste Facility are **due paid in full by the due date shown on the monthly statements.** A late fee of 10% per month will be assessed for all charges not paid in full by the due date.
 - d. **CUSTOMER** agrees to pay all late fees. Failure to pay all charges due will result in suspension and or termination of services and legal action to collect all fees and costs due the **PROVIDER**.
 - e. Payments received on account will be applied to the oldest outstanding charge on record, including late fees.
6. The **PROVIDER** reserves the right to suspend and or terminate services at any time for nonpayment of charges and fees due the **PROVIDER**.

SOLID WASTE DISPOSAL AGREEMENT

7. **CUSTOMER'S** drivers must obey all posted signs, regulations and instructions of attendants while utilizing the **PROVIDER'S** solid waste facility. The **PROVIDER** shall not be liable for any damage to **CUSTOMER'S** equipment while equipment is on **PROVIDER'S** property.
8. Use of the **PROVIDER'S** solid waste facility shall be during posted business hours. These hours are subject to change. Use of the solid waste facility outside normal operating hours will incur special use fees of \$175.00 per hour.
9. **UNACCEPTABLE WASTE:**
 - a. The Sallisaw Solid Waste Facility does not accept hazardous waste, free flowing liquids, white goods and any type of tires.
 - b. Non-hazardous industrial waste must have prior approval before it is accepted in the facility.
 - c. If **CUSTOMER** causes the delivery to our facility any material which does not conform to the definition of solid waste under this agreement or to the requirements of any applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER's** request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming material on the vehicle and **CUSTOMER** shall promptly remove the nonconforming material from the facility. **CUSTOMER** shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the **PROVIDER** as of the content of the waste following the discovery of potentially unacceptable wastes.
10. This agreement shall be governed by the laws of the State of Oklahoma.
11. **NOTIFICATIONS:** Notifications related to this agreement shall be sent to:

PROVIDER	CUSTOMER
Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955	Leflore County Solid Waste Authority 23065 Cedar Road Poteau , OK 74953

IN WITNESS WHEREOF, the parties hereunto have set their hands this

SOLID WASTE DISPOSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereunto have set their hands this

Sallisaw Municipal Authority	<i>LeFlore County Solid Waste</i>
PROVIDER	Central Arkansas Recycling and Disposal Services, LLC
Signature: _____	CUSTOMER
Name printed: _____	Signature: <i>Mike Robinson</i>
Title: _____	Name printed: <i>Mike Robinson</i>
Date: _____	Title: <i>Board Chairman</i>
Attest	Date: <i>9-15-2025</i>
_____	Attest (if corporation)
Secretary	<i>[Signature]</i>
	Secretary of Corporation

Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject: Amended Engineer Contract

ITEM TITLE: Discussion and possible action on amended Contract for Engineer Services with Neel, Harvell and Associates, P.C. in the amount of \$2,400.00; Water System - N. Badger Dr, East to Maple, South to Pinto

INITIATOR: Finance Director
Purchasing Agent
City Manager

STAFF INFORMATION SOURCE: Engineer

BACKGROUND: Additional Engineering Services for the City of Sallisaw Water System Improvements located on North Maple/ Pinto I Badger Road, Sallisaw, Sequoyah County, Oklahoma

This Additional Engineering Services were provided due to the project being pushed out of the yearly budget. Below is a timeline of the events over the past 3 years.

- * Prepared cost estimate as per Keith Skelton - August 2022
- * Approved Engineering Contract - September 12, 2022
- * Submitted to ODEQ for a construction permit approved waterline as a fire flow system - January 13, 2023
- * ODEQ Construction Permit obtained October 13, 2023

Three (3) years later the Plans, Quantity Items, & Materials have changed.

- * Revised Construction Drawings
- * New 1 " meters and 1" Service Line - the result of this change requires the city to bore & encase the service line across the road.
- * Revised Quantities & Proposal in the contract documents

As per the city's request, the cost estimate was updated in 2023, 2024, & twice in 2025

Additional Engineering Fee - \$2,400.00

EXHIBITS: 1. Neel, Harvell - PO # 90779 Payment Acknowledgement
2. Rev Engr Contr

KEY ISSUES: This fee has been paid, we are presenting for acknowledgment.

FUNDING SOURCE: GL #090-705-57501 - Engineering Services

RECOMMENDATION: Acknowledge amended Contract for Engineer Services with Neel, Harvell, and Associates, PC in the amount of \$2,400.00

CITY OF SALLISAW - PURCHASE ORDER

PO NUMBER

VENDOR NAME

VENDOR NUMBER

90779

NEEL, HARVELL, & ASSOCIATES PC

759

SHIP TO: CITY OF SALLISAW
P.O. BOX 525
115 EAST CHOCTAW
SALLISAW OK 74955
918-775-6241
Fax: 918-775-4194
Email: rsizemore@sallisawok.org

09/13/2022

ISSUED TO: NEEL, HARVELL, & ASSOCIATES PC
123 N OAK STREET
SALLISAW OK 74955
(918)775-7731

I hereby approve the issuance and encumbrance of this purchase order.

PURCHASING OFFICER

Renee Sizemore

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of the said appropriation accounts.

ENCUMBERING OFFICER

Renee Sizemore

ORDER DATE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
09/13/2022	1.00	WATER SYSTEM IMPROVEMENT ENGINEERING N MAPLE / PINTO / BADGER ROAD AREAS APPROVED BY COUNCIL 9/12/2022	66,000.00	66,000.00	090-701-57501 090-701-57501 090-701-57501

Part #1 11/14/22 \$2,500.00 Balance Remaining = \$63,500.00
 Part #2 1/10/23 \$37,500.00 Balance Remaining = \$26,000.00
 Part #3 3/2/23 \$2,000.00 Balance Remaining = \$24,000.00
 Part #4 5/11/23 \$1,500.00 Balance Remaining = \$22,500.00
 Part #5 6/19/23 \$500.00 Balance Remaining = \$22,000.00
 Part #6 8/7/23 \$1,000.00 Balance Remaining = \$21,000.00
 Part #7 9/13/23 \$1,000.00 Balance Remaining = \$20,000.00
 Part #8 10/5/23 \$1,000.00 Balance Remaining = \$19,000.00
 Part #9 11/20/23 \$500.00 Balance Remaining = \$18,500.00
 Part #10 PRIOR YEAR 1/9/24 \$500.00 Balance Remaining = \$18,000.00

TOTAL 66,000.00

I hereby certify that the merchandise and/or services described above have been satisfactorily received and that this purchase order is now a true just debt of the city. This purchase order is therefore approved for consideration for payment by the governing board.

WARRANT NUMBER

WARRANT DATE

PURCHASING OFFICER

ACCTS PAYABLE

[Signature]

* Part History Continue on next page...

... Pmt History from Previous Page = \$18,000.00

Pmt #11 5/9/24 \$500.00 Balance Remaining = \$17,500.00

Pmt #12 6/6/24 \$500.00 Balance Remaining = \$17,000.00

Pmt #13 9/22/25 \$2,400.00 Balance Remaining = \$14,600.00



REQUEST FOR PARTIAL PAYMENT

Check # / Fund: _____/_____

Date: _____

=====

PURCHASE ORDER NUMBER: 90779

VENDOR NUMBER: 759

VENDOR NAME: Neel, Harvell, & Associates PC

GENERAL LEDGER ACCOUNT NUMBER: 090-701-57501

PROJECT / JOB: N. Maple / Pinto / Badger Water Improvements

=====

DATE OF REQUEST: 9/22/25 PAYMENT NUMBER: 13

TOTAL PAYMENT REQUESTED THIS PAYMENT: \$ 2,400.00

=====

AMOUNT REMAINING ON PURCHASE ORDER: \$ 14,600.00

DEPT. SUPERVISOR: _____ DATE: _____

PURCHASING: [Signature] DATE: 9/22/25

ACCTS PAYABLE: _____ DATE: _____

* Copy by App to Robin

* Copy check to Robin

* Copy pay App to George

* Copy to Agade for Acknowledgement.



Project: MAPLE/PINTO/BADGER

PO#	90779
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90779

INVOICE	3739	AMOUNT	\$	2,400.00
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090-701-57501

INVOICE	AMOUNT
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INVOICE	AMOUNT
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Amount: \$ \$ 2,400.00

Grant Funding

x	Copy check to Robin	Chk # _____	Paid Date _____
x	Copy Invoice/Pay Request/Purchase Order to Robin		
x	Copy All to Grants Administrator		

Other


Approved Finance

9/22/28

Date _____

Neel, Harvell & Associates, P.C.

Consulting Engineers and Planners

123 North Oak
Sallisaw, Oklahoma 74955
918-775-7731

<u>DATE</u>	<u>INVOICE #</u>
9/19/2025	3739

BILL TO

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

<u>DUE DATE</u>	<u>JOB NUMBER</u>
9/19/2025	24-6827

DESCRIPTION

AMOUNT

Additional Engineering Services for the City of Sallisaw Water System Improvements located on North Maple/ Pinto / Badger Road, Sallisaw, Sequoyah County, Oklahoma

2,400.00

This Additional Engineering Services were provided due to the project being pushed out of the yearly budget. Below is a timeline of the events over the past 3 years.

- | | |
|--|--------------------|
| * Prepared cost estimate as per Keith Skelton | August 2022 |
| * Approved Engineering Contract | September 12, 2025 |
| * Submitted to ODEQ for a construction permit approved waterline as a fire flow system | January 13, 2023 |
| * ODEQ Construction Permit obtained | October 13, 2023 |

Three (3) years later the Plans, Quantity Items, & Materials have changed.

- * Revised Construction Drawings
- * New 1 " meters and 1" Service Line - the result of this change requires the city to bore & encase the service line across the road.
- * Revised Quantities & Proposal in the contract documents

As per the city's request, the cost estimate was updated in 2023, 2024, & twice in 2025

Additional Engineering Fee \$ 2,400.00

P.O. # 90779

Total	\$2,400.00
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CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **October**, **2025**, 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
WATER SYSTEM

(North Badger Drive, East to Maple, South To Pinto)

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 a set 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:

Preliminary Engineering Fee	\$ 2,500.00
Engineering Fee	\$ 51,000.00
Flow Test / Surveying Fee	\$ 2,500.00
Inspector	\$ 10,000.00
Additional Engineering - Plan Modifications & Revised Cost Estimates (3 years ago)	\$ 2,400.00
Total Engineering Fees	\$ 68,400.00

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 525 115 E. Choctaw
Sallisaw, Oklahoma 74955

BY: _____
City Manager

ATTEST:

BY: _____
Clerk

ENGINEER:

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

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

ATTEST:

BY: _____
J. Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject: Resolution 2025-07

ITEM TITLE: Consider and adopt a Resolution (2025-07) providing for the sale of a forgivable Promissory Note of the Authority to the Oklahoma Water Resources Board to provide funds for the planning and designing of wastewater treatment plant improvements for the sanitary sewer system of the City of Sallisaw, Oklahoma

INITIATOR:

STAFF INFORMATION SOURCE: Attorney

BACKGROUND: This Resolution approves The SMA issuing the "promissory note" to the OWRB. This will be for the planning and design of the WWTP and is a forgivable loan in the amount of \$1,457,142.85.

EXHIBITS: 1. RESNOTE_SMA2025-07

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2025-07.

RESOLUTION NO. SMA2025-07

WHEREAS, the Trustees of The Sallisaw Municipal Authority (the "Authority"), have determined to issue a Promissory Note (the "Note") in the principal amount of \$1,457,142.85 to finance the planning and designing of wastewater treatment plant improvements for the sanitary sewer system owned by the City of Sallisaw, Oklahoma and leased to the Authority; and

WHEREAS, the Authority has offered to sell its Promissory Note evidencing the aforesaid indebtedness to the Oklahoma Water Resources Board (the "Board"), a body corporate and politic and an agency of the State of Oklahoma, at a price of not less than par; and

WHEREAS, it would be in the best interests of the Trust Estate of the Authority that the sale and issuance of said Note be contractually confirmed at this time;

BE IT RESOLVED BY THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY:

SECTION 1. The aforesaid Note of the Authority hereby is sold to the Oklahoma Water Resources Board, a body corporate and politic and an agency of the State of Oklahoma, at a price of par. PROVIDED, upon meeting all Clean Water State Revolving Fund loan provisions to the satisfaction of the Board, the loan shall be forgiven in total without fees for administration or interest.

SECTION 2. The Chairman and Acting Secretary of Trustees of the Authority hereby are authorized and directed, for and on behalf of the Authority, to determine the form and substance of and to execute, attest, and affix the seal of the Authority to and deliver said Note, a Funding Agreement, if necessary, in favor of the Board providing for the issuance of and securing said Note, and any and all certificates, receipts, instruments and other writings, and to do and perform any and all acts upon behalf of the Authority and the Trustees thereof requisite to the issuance and delivery of said Note and of said Funding Agreement in accordance with the terms and provisions thereof, and the Chairman of Trustees of the Authority further is authorized, for and on behalf of the Authority and the Trustees thereof, to direct the disbursement and disposition of the proceeds of said Note including, but not limited to, costs of issuance of the Note, and to do and perform all other acts necessary or convenient to the delivery of the aforesaid Note and Funding Agreement and to effect such disbursement and disposition in meeting the obligations of the Authority and the Trustees thereof in relation to the purposes for which said indebtedness is incurred.

ADOPTED this _____ day of October, 2025.

Chairman of Trustees

ATTEST: (Seal)

Secretary of Trustees

I, the undersigned Secretary of Trustees of The Sallisaw Municipal Authority, a public trust, hereby certify that the foregoing is a true, correct and complete copy of a Resolution adopted by the Trustees of said Authority at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

Secretary of Trustees

(Seal)

AGENDA ITEM COMMENTARY

Meeting Date: October 13, 2025
Board: Sallisaw Municipal Authority
Subject: Resolution 2025-08

ITEM TITLE: Consider and adopt a Resolution (2025-08) designating and employing The Baker Group LP, Oklahoma City, Oklahoma, to proceed as Financial Advisor and Johanning & Byrom, PLLC, Oklahoma City, Oklahoma, as Financial Legal Counsel to the Authority, respectively, with respect to financing the Authority's sanitary sewer system project

INITIATOR:

STAFF INFORMATION SOURCE: Attorney

BACKGROUND: This Resolution authorizes and employs (on a contingent basis) Chris Byrom of Johanning and Bryom, PLLC and Randy Nelson of The Baker Group going forward to assist The SMA in the course of planning (including preparing preliminary financing options) for the upcoming sanitary sewer project.

EXHIBITS:

1. REEMPLOYMENT_SMA2025-08
2. SALLISAW_LEGALSRV_JB
3. Municipal Advisor Agreement--v3a 10.6.25

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of Resolution 2025-08.

RESOLUTION NO. SMA2025-08

BE IT RESOLVED BY THE TRUSTEES OF THE SALLISAW MUNICIPAL
AUTHORITY:

The Trustees hereby employ Johanning & Byrom, PLLC, Attorneys at Law, Oklahoma City, Oklahoma, as Financial Legal Counsel of the Authority and The Baker Group LP of Oklahoma City, Oklahoma, as Financial Advisor of the Authority in connection with the sanitary sewer system project of the Authority, as provided in their respective proposed forms of contracts presented to, and approved by the Trustees at the time of the adoption of this Resolution; and the Chairman of Trustees hereby is authorized and directed, on behalf of the Authority and the Trustees thereof, to execute such contracts in several multiple originals and to deposit executed copies thereof in the permanent files of the Authority.

ADOPTED this _____ day of October, 2025.

Chairman of Trustees

ATTEST: (Seal)

Secretary of Trustees

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made this 13th day of October, 2025, between The Sallisaw Municipal Authority, a public trust, hereinafter called "Authority" and Johanning & Byrom, PLLC, Oklahoma City, Oklahoma, hereinafter called "Johanning & Byrom"; WITNESSETH:

IT IS AGREED that the aforesaid Johanning & Byrom shall perform all the customary legal services as Financial Legal Counsel for the Authority necessary to the issuance of indebtedness incurred to provide improvements to the Authority's sanitary sewer system (the "Project"), such services to include, but not to be restricted to, the preparation of all legal documents, instruments and contracts requisite to the incurring of indebtedness by the Authority which may be issued in one or more series, including any refinancing of existing indebtedness of the Authority to provide debt service relief to enhance the Authority's ability to finance the Project and to provide legal counsel to the Trustees of the Authority in all matters relating to the foregoing. The relationship established by this Agreement shall be solely and only attorney and client. The services rendered by Johanning & Byrom under this Agreement shall not include advice concerning investments by the Authority. The compensation of Johanning & Byrom for all of the foregoing services hereby is fixed at an amount equal to one percent (1%) of the principal amount of such indebtedness and such compensation shall be paid only out of the money received from the issuance of such indebtedness. In addition, the General Counsel to the Authority shall be paid an amount equal to one-half of one percent (.50%) of the principal amount of such indebtedness. Johanning & Byrom shall also be paid a fixed amount of not to exceed \$2,500.00 per issuance of indebtedness for reimbursement of out-of-pocket expenses incurred in the performance of the duties provided in this Agreement and such reimbursement shall be paid only out of the money received from the issuance of such indebtedness.

THE SALLISAW MUNICIPAL AUTHORITY

By _____
Chairman of Trustees

ATTEST: (Seal)

Secretary of Trustees

JOHANNING & BYROM, PLLC

By _____
Chris Byrom

Municipal Advisor Services Agreement

Ladies and Gentlemen:

On behalf of The Baker Group LP (“we” or “The Baker Group”), we wish to thank you for the opportunity to serve as municipal advisor to the Sallisaw Municipal Authority, Oklahoma (“you” or “Client”), with respect to the financial analysis services relating to the issuance of your financing of a sanitary sewer system improvement project (the “Issue”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor with respect to such services effective on the date this Agreement is executed by you (the “Effective Date”).

I. **Scope of Municipal Advisor Services to be provided by The Baker Group.** (a) You hereby engage The Baker Group to serve as municipal advisor with respect to the proposed issuance of the securities, and in such capacity The Baker Group agrees to provide advice as to the structure, timing, terms of the Issue, including the following services, if and as requested by you (the “Scope of Services”):

A. Provide some or all of the following services with respect to Client's new Issue(s):

- Evaluate options or alternatives with respect to the proposed new Issue.
- Review recommendations made by other parties to Client with respect to the new Issue;
- Review financial and other information regarding Client, the proposed Issue, and any source of repayment of or security for the Issue;
- Consult with and/or advise Client on actual or potential changes in marketplace practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans;
- Assist Client in establishing a plan of financing with respect to the Issue;
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue;
- Prepare the financing schedule for the Issue;
- Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum for the Issue, other than through cash or in-kind contributions with respect to such referendum, if applicable.
- Consult and meet with representatives of Client and its agents or consultants with

respect to the Issue;

- Attend meetings of Client's governing body where the Issue is to be discussed or considered for approval, as requested;
- Advise Client on the manner of sale of the Issue;
- Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement for the Issue;
- If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter;
- If the Issue is to be sold on a negotiated basis, assist in the preparation and review of the preliminary and final official statement;
- Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue;
- Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent;
- In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder for the Issue;
- In a negotiated sale, assist Client in the selection of underwriters for the Issue;
- At the time of sale of the Issue provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients;
- In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing, and offer to purchase;
- Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters;
- Review required underwriter disclosures to Client;
- Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue;
- Assist the Client to respond to questions from bidders, underwriters, or potential investors;

- Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers;
- Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue;
- Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds;
- Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service; and
- Provide such other usual and customary financial advisory services as may be requested by Client.

B. Provide some or all of the following services with respect to Client's outstanding Issue(s):

- Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s);
- Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s);
- Review recommendations made by other parties to Client with respect to outstanding Issue(s);
- Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings;
- Consult with and/or advise Client on actual or potential changes in marketplace practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s);
- Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s);
- Assist Client and its dissemination agent in the preparation of annual filings or other continuing disclosures required under continuing disclosure undertakings for outstanding Issue(s);
- Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding issue(s) (it being understood that legal counsel to the Client will provide any advice that falls within the scope of legal advice);

- Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants;
- Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s);

Under Municipal Securities Rulemaking Board (“MSRB”) Rule G-23, The Baker Group will not be able to serve as underwriter or placement agent for the Issue.

(b) The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, The Baker Group is not responsible for preparing any preliminary or final official statement. The Baker Group is not responsible to certify as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about The Baker Group provided by The Baker Group for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(c) The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

(d) If you have designated The Baker Group as your independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Bal-l(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to The Baker Group’s activities as IRMA as may be provided in the Scope of Services described herein. The Baker Group is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to The Baker Group, its personnel and its role as IRMA in your written representation contemplated under SEC Rule 15Bal-l(d)(3)(vi)(B) is subject to prior approval by The Baker Group, and you agree not to represent, publicly or to any specific person, that The Baker Group is your IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without The Baker Group’s prior written consent.

2. **Municipal Advisor's Regulatory Duties When Servicing You.** MSRB Rule G-42 requires that The Baker Group make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for, and advice provided by The Baker Group to you. The rule also requires that The Baker Group undertake a reasonable investigation to determine that it is not basing any recommendation on materially

inaccurate or incomplete information. The Baker Group is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on your behalf.

You agree to cooperate, and to cause your agents to cooperate, with The Baker Group in carrying out these regulatory duties, including providing to The Baker Group accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seek to have The Baker Group provide advice with regard to any recommendation made by a third party, you will provide to The Baker Group written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Compensation.** (a) For its Services, The Baker Group's fee is 1% of the financing amount. In addition to the fee, the Client shall pay an amount of not to exceed \$-0- as reimbursement for payment of CUSIPs, Continuing Disclosure review, printing, and mailing/distribution charges (if any). Travel-related expenses will not be billed to you separately as they are included in the fee. If additional services are requested by you, The Baker Group will prepare and submit to you an estimate of the total cost associated with such additional services. You will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by you to The Baker Group for such approved additional services shall not exceed the approved amount. Fees and expenses shall be payable by Client at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

(b) The Baker Group will submit bills to the Client for Services rendered upon completion of services rendered.

4. **Out-of-Pocket Expenses.** The Baker Group shall be responsible for any costs it may incur in the performance of its obligations under this Agreement unless otherwise provided herein.

5. **Term and Termination.** The term of this Agreement shall extend from the Effective Date to the date of the closing of the offering of the Issue. Notwithstanding the foregoing, either party may terminate The Baker Group's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

6. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of The Baker Group or any of its associated persons, The Baker Group and its associated persons shall have no liability to you for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from your election to act or not to act, as the case may be, contrary to any advice or recommendation provided by The Baker Group to you. No recourse shall be had against The Baker Group for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of yours arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the financing or otherwise relating to the tax treatment of the financing, or in connection with any opinion or certificate rendered by counsel or any other

party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of The Baker Group's fiduciary duty to you under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

7. **Required Disclosures.** MSRB Rule G-42 requires that The Baker Group provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in The Baker Group's Municipal Advisor Disclosure Statement delivered to you together with this Agreement.

The Baker Group is registered as a municipal advisor with the U.S. Securities and Exchange Commission ("SEC") and the MSRB and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

8. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

9. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Oklahoma.

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of you and The Baker Group, our respective successors and permitted assigns; provided, however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented, or modified except by means of a written instrument executed by both parties.

12. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of Client.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return a copy of this letter.

Again, we thank you for the opportunity to assist you with the Financing and the confidence you have placed in us.

Very truly yours,

. **THE BAKER GROUP**

By: _____

Name: Randall Nelson

Title: Director of Public Finance

This Agreement is hereby accepted for and on behalf of:

SALLISAW MUNICIPAL AUTHORITY, OKLAHOMA

By: _____

Name:

Title:Chairman

Date: _____

DISCLOSURE STATEMENT OF THE BAKER GROUP

This Disclosure Statement is provided by The Baker Group (“The Baker Group”) to Sallisaw Municipal Authority, Oklahoma (“you” or the “Client”) in connection with the Municipal Advisor Engagement Letter dated, October 13, 2025, 2025 (the “Agreement”). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of The Baker Group required to be disclosed to you pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients’ disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest - The Baker Group makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how The Baker Group addresses or intends to manage or mitigate each conflict.

General Mitigations - As general mitigations of The Baker Group’s conflicts, with respect to all of the conflicts disclosed below, The Baker Group mitigates such conflicts through its adherence to its fiduciary duty to you, which includes a duty of loyalty to you in performing all municipal advisory activities for you. This duty of loyalty obligates The Baker Group to deal honestly and with the utmost good faith with you and to act in your best interests without regard to The Baker Group’s financial or other interests. In addition, because The Baker Group is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of The Baker Group is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, and strict adherence to its fiduciary duty. Furthermore, The Baker Group’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of The Baker Group potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the Financing and payment of such fees shall be contingent upon the closing of the Financing. While this form of compensation is customary in the financial markets, this may present a conflict because it could create an incentive for The Baker Group to recommend unnecessary financings or financings that are disadvantageous, or to advise you to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

At this time, The Baker Group LP has no material conflicts of interest to disclose.

PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

The U.S. Securities and Exchange Commission (“SEC”) requires that municipal advisors provide their municipal advisory clients with certain disclosures of legal or disciplinary events material to the Issuer’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Disclosures that a municipal advisor is to make available on its SEC Form MA consist of information regarding any criminal action, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation.

The date of the last addition to the legal and disciplinary event disclosures on SEC Form MA was October 22, 2018. The basis for this addition was to disclose a regulatory disciplinary event administered by the SEC and resolved on June 18, 2015.

The Municipal Advisor’s most recent SEC Form MA and Form MA-I filings may be electronically accessed utilizing the search feature available through the SEC Edgar website at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

PART C -Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of The Baker Group. The Baker Group will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.