

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

August 10, 2026

**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 July 13, 2026**
- 4. Discussion and possible action on staff’s request to reinvest a Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 245 days at 4.09% interest**
- 5. Discussion and possible action on the Solid Waste Disposal Agreement with Town of Muldrow for use of the Sallisaw Municipal Landfill Facility**
- 6. Discussion and possible action on Lease Agreement with OK JRA for use of the rodeo grounds; and authorize the city attorney and city clerk to finalize details of insurance**
- 7. Discussion and possible action on Lease Agreement with Missed One Society Inc. for use of the rodeo grounds; and authorize the city attorney and city clerk to finalize details**

- 8. Discussion and possible action on Lease Agreement, Addendum No.1 with Sallisaw Lions Rodeo, Inc. for additional days of use in September and October**
- 9. Discussion and possible action on Purchase Order No. 109634, issued to AriesPro Utilities Solution, in the amount of \$28,857.00 for a Customer Portal**
- 10. Discussion and possible action on Purchase Order No. 109669, issued to Logic Networks LLC, in the amount of \$22,500.00 for the purchase of 100 Calix GigaSpires and Optics for the telecommunications division**
- 11. Presentation of End-of-Season Financial Overview from Sallisaw Youth League Representative**
- 12. Discussion and possible action on Sallisaw Sports Complex Operations Agreement with the Sallisaw Youth League, Inc. for operation and use of the Sports Complex**
- 13. Discussion and possible action on Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement for construction of Sallisaw Soccer Fields at the Sports Complex**
- 14. Adjourn**

Posted: August 6, 2026

Time: 3:55 P.M.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

JULY 13, 2026

The Sallisaw Municipal Authority met in a regular meeting on July 13, 2026, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXM; by posting at city hall on July 9, 2026, at 4:55 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Marley Abell, Josh Bailey, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Whitekiller, Keith Miller, Clint Smith, Ben Spyres, Kayle Griffin, Caleb Dotson,	General Manager City Attorney Secretary Director of Finance Community Development Director IT Manager Network Manager Chief Accountant Patrolman
Others present:	Lynn Adams; Lisa Mannon; Richard Sanders; David Scott; Dusty Riggs; Others Unidentified.	

Meeting called to order

Chairman Abell called the meeting to order. The meeting began at 7:48 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of June 8, 2026

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

Hear from Mr. DeWayne Sanders regarding public access to the fields at the Sports Complex by entities other than the Youth League

Dewayne Sanders addressed the Board regarding public access to the soccer fields at the Sallisaw Sports Complex. He described an incident in which his group was asked to leave the fields despite having received permission from the soccer director and expressed concerns regarding public access, communication, field maintenance, ADA accessibility, and the City's website lacking information on reserving soccer fields. Mr. Sanders requested an opportunity to participate in discussions regarding the Sports Complex Operations Agreement and suggested improvements to policies governing public use of the facilities.

Discussion and possible direction to staff regarding revisions to the Sallisaw Sports Complex Operations Agreement, current contract expires on August 11, 2026

Commissioners expressed a desire for improved cooperation, accountability, equitable access to facilities, and clearer procedures for public use of the complex. Staff was directed to take the Board's concerns into consideration during negotiations with the Youth League. No action was taken.

Discussion and possible action on Uptown Services Statement of Work (SOW) #25, an Agreement to Provide Consulting Services to the Sallisaw Municipal Authority, and authorize the General Manager to sign

Motion was made by Mendiola, seconded by Bailey, for approval of Uptown Services Statement of Work #25. Vote: Mendiola aye; Bailey aye; Hamilton aye; Abell aye. Motion carried 4-0.

Discussion and possible action to declare multiple Calix 854G Optical Network Terminals (ONTs) as surplus and authorize their transfer to Logic Networks in exchange for account credit in the amount of \$23,100.00

Motion was made by Bailey, seconded by Hamilton, to declare Calix 854G optical network terminals as surplus and authorize transfer to Logic Networks. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0.

Acknowledgment of SRS 2022 Arbitrage Rebate Calculation and IRS Payment in the amount of \$103,471.02

Motion was made by Bailey, seconded by Hamilton, to acknowledge the SRS 2022 Arbitrage Rebate Calculations and IRS payment in the amount of \$103,471.02. Vote: Bailey aye; Hamilton

aye; Mendiola aye; Abell aye. Motion carried 4-0.

Adjourn

Motion was made by Bailey, seconded by Hamilton, to adjourn the meeting. Vote: Bailey aye; Hamilton aye; Mendiola aye; Abell aye. Motion carried 4-0. The meeting ended at 8:22 p.m.

Approved this 10th day of August 2026.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Investment

ITEM TITLE: Discussion and possible action on staff's request to reinvest a Sallisaw Municipal Authority Certificate of Deposit with Local Bank for 245 days at 4.09% interest

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for reinvestment of the Sallisaw Municipal Authority Certificate of Deposit. Armstrong Bank, Local Bank, Firststar Bank, and National Bank returned quotes. Staff requests approval to deposit with Local Bank for 245 days at 4.09% interest.

EXHIBITS: 1. SMA CD

KEY ISSUES: None

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest a SMA Certificate of Deposit with Local Bank for 245 days at 4.09% interest.

SALLISAW MUNICIPAL AUTHORITY

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

AUGUST 10, 2026

<u>Fund</u>	<u>Amount</u>
SALLISAW MUN AUTH	\$559,967.32

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
154	<u>2.88%</u>	<u>3.69%</u>	<u>3.60%</u>	<u>—</u>
210	<u>3.70%</u>	<u>3.79%</u>	<u>3.60%</u>	<u>—</u>
245	<u>3.70%</u>	<u>3.89%</u>	<u>3.61%</u>	<u>4.09%</u>



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun. Auth. \$ 559,967.32*		154	January 13, 2027	<u>3.69%</u>
		210	March 10, 2027	<u>3.79%</u>
		245	April 14, 2027	<u>3.89%</u>

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org** and must be received by **10:00 a.m., August 5, 2026.** Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Sallisaw Municipal Authority immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison, City Clerk

Submitted by:

National Bank of Sallisaw
(Print Bank Name)

Date:

8/5/26

By:

W. B. Hall - Pres.

*Estimated



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun. Auth. \$ 559,967.32*		154	January 13, 2027	<u>3.60</u>
		210	March 10, 2027	<u>3.60</u>
		245	April 14, 2027	<u>3.61</u>

Quotes will be received by the City Clerk via e-mail; **kjamison@sallisawok.org** and must be received by **10:00 a.m., August 5, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Sallisaw Municipal Authority immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison, City Clerk

Submitted by:

Armstrong Bank
(Print Bank Name)

Date: 8/3/26

By: Handace Vanmet

*Estimated



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun. Auth. \$ 559,967.32*		154	January 13, 2027	<u>2.88%</u>
		210	March 10, 2027	<u>3.70%</u>
		245	April 14, 2027	<u>3.70%</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., August 5, 2026.** Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Sallisaw Municipal Authority immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison, City Clerk

Submitted by:

Firststar Bank
(Print Bank Name)

Date: 7-28-26

By: Er Kan, SUP

*Estimated



115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
Ph. 918-775-6241 Fax 918-775-9550 www.sallisawok.org

The City of Sallisaw requests quotes on time deposits of idle funds for the time specified below **beginning on August 12, 2026:**

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun. Auth.	\$ 559,967.32*	154	January 13, 2027	_____
		210	March 10, 2027	_____
		245	April 14, 2027	<u>4.09</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by **10:00 a.m., August 5, 2026**. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of the Sallisaw Municipal Authority immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., August 10, 2026.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Kim Jamison, City Clerk

Submitted by:

Lolal Bank
(Print Bank Name)

Date: 7-27-24

By:

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Solid Waste Disposal Agreement

ITEM TITLE: Discussion and possible action on the Solid Waste Disposal Agreement with Town of Muldrow for use of the Sallisaw Municipal Landfill Facility

INITIATOR: City Manager
Attorney - Town of Roland

STAFF INFORMATION SOURCE:

BACKGROUND: This was originally approved in February by the SMA. However, the Agreement was never returned by Muldrow. They recently requested an amendment to the Agreement and have returned a signed copy.

EXHIBITS: 1. Solid Waste Agreement - Muldrow

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement with Town of Muldrow.

SOLID WASTE DISPOSAL AGREEMENT

* revised 8/10/2026

THIS AGREEMENT made this 9th day of February, 2026^{*}, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and Town of Muldrow, PO Box 429, Muldrow, Oklahoma 74948, a Municipal Corporation, 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, subject to Paragraph 4 (Termination of Agreement) below, commencing on March 1, 2026, and ending on February 28, 2029.

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, beginning on the dates noted in this section, **PROVIDER** shall charge **CUSTOMER** an aggregate rate as follows:

i. Year 1: March 1, 2026 to February 28, 2027:

\$35.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$36.25.

ii. Year 2: March 1, 2027 to February 29, 2028:

\$36.50 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$37.75.

iii. Year 3: March 1, 2028 to February 28, 2029:

\$38.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$39.25.

- c. 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. Except as provided in this Paragraph 4, this agreement shall not be terminated during the term noted in Paragraph 2.
- b. **Non-Appropriation.** **CUSTOMER** is a municipal corporation subject to Article X, Section 26 of the Oklahoma Constitution, which prohibits political subdivisions of the State of Oklahoma from incurring indebtedness payable from revenues of a future fiscal year without the assent of voters as required by law. Accordingly, **CUSTOMER's** obligation to pay for services under this agreement for any fiscal year following the fiscal year in which this agreement is executed is expressly contingent upon **CUSTOMER's** governing body appropriating and budgeting sufficient funds for that purpose. Nothing in this agreement shall be construed as creating a general obligation or indebtedness of **CUSTOMER** within the meaning of Article X, Section 26 of the Oklahoma Constitution, or as binding any future governing body of **CUSTOMER** to levy a tax or appropriate funds for the purposes described herein.
- c. If funds are not appropriated and budgeted by **CUSTOMER's** governing body sufficient to pay for **CUSTOMER's** obligations under this agreement for any fiscal year following the first fiscal year of the term, **CUSTOMER** shall provide **PROVIDER** written notice of such non-appropriation not later than thirty (30) days prior to the start of the fiscal year for which funds were not appropriated, and this agreement shall terminate, without penalty to **CUSTOMER**, effective as of the last day of the fiscal year for which funds were last appropriated.
- d. Termination of this agreement under subparagraph (c) above shall not relieve **CUSTOMER** of its obligation to pay **PROVIDER** for services rendered, and fees and charges accrued, prior to the effective date of termination.

5. CHARGES & PAYMENTS

Contract revised
not effective until after
Approval in August

SOLID WASTE DISPOSAL AGREEMENT

- 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**.
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 waste.
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	Town of Muldrow PO Box 429 Muldrow, OK 74948

SOLID WASTE DISPOSAL AGREEMENT

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

Sallisaw Municipal Authority	Town of Muldrow
PROVIDER	CUSTOMER
Signature: _____	Signature: <u>Catherine Jones</u>
Name printed: <u>Marley Abell</u>	Name printed: <u>Catherine Jones</u>
Title: <u>Chairman</u>	Title: <u>Mayor</u>
Date: _____	Date: <u>7-17-26</u>
Attest _____	Attest (if corporation) _____
Secretary	Secretary of Corporation

SOLID WASTE DISPOSAL AGREEMENT

Approved as to Form:

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

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds Lease Agreement

ITEM TITLE: Discussion and possible action on Lease Agreement with OK JRA for use of the rodeo grounds; and authorize the city attorney and city clerk to finalize details of insurance

INITIATOR: OK JRA

STAFF INFORMATION SOURCE:

BACKGROUND: OK JRA plans to utilize the rodeo grounds for a Jr Rodeo on October 24th and 25th. Insurance will be provided closer to the time of the event. They are a non-profit, so there is no fee in accordance with the Master Fee Schedule.

EXHIBITS: 1. Sallisaw Rodeo Grounds.lease.OK JRA (3)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Lease Agreement for use of Rodeo Grounds with OK JRA and authorize the city attorney and city clerk to finalize details of insurance.

LEASE AGREEMENT

This lease made and entered into by and between the Sallisaw Municipal Authority, a public Trust, hereinafter referred to as "LESSOR", and OK JRA, an Oklahoma not for profit corporation, Judith Lemons Treasurer, of Mounds, Oklahoma, hereinafter referred to as "LESSEE".

That LESSOR, in consideration of non-profit status of LESSEE and pursuant to the Fee Schedule of LESSOR providing for no charge of qualifying non-profit organizations, grants LESSEE the right to operate and maintain a rodeo facility and facilities useful for similar events on the following described real estate situated in Sequoyah County, State of Oklahoma, to-wit:

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

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

for a certain period of two (2) days, beginning at 12:01 o'clock a.m., October 24, 2026, and ending at 11:59 o'clock p.m., October 25, 2026, with public events scheduled to be held during such period of time.

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

I. Additional Property.

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

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

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

less.

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

II. General

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

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

III. Fiscal

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

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

IV. Facility

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

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

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

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

V. Term

1. This lease shall be for a term of two (2) days, beginning at 12:01 o'clock a.m. October 24 and ending at 12:00 o'clock a.m., October 25, 2026.

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

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

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

WITNESS OUR HANDS AND SEALS this 10th day of August, 2026.

LESSOR:

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman of the Board

ATTEST:

KIM JAMISON, Secretary

[SEAL]

Approved as to form:

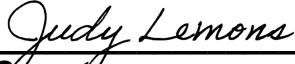
Jordan Pace
Sallisaw City Attorney

LESSEE:



President – OK JRA

ATTEST:



Secretary

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds Use Lease

ITEM TITLE: Discussion and possible action on Lease Agreement with Missed One Society Inc. for use of the rodeo grounds; and authorize the city attorney and city clerk to finalize details

INITIATOR: Vice President - Missed One Society

STAFF INFORMATION SOURCE:

BACKGROUND: Missed One Society is requesting to use the rodeo grounds for an event on October 2nd-4th. Insurance and payment of fee will be completed prior to finalizing.

EXHIBITS: 1. Rodeo Grounds.Lease.Missed One Society

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Lease Agreement for use of rodeo grounds with Missed One Society Inc. and authorize the city attorney and city clerk to finalize details.

LEASE AGREEMENT

This lease made and entered into by and between the Sallisaw Municipal Authority, a public Trust, hereinafter referred to as "LESSOR", and Missed One Society Inc., Kirk Ames, Vice President, hereinafter referred to as "LESSEE".

That LESSOR, in consideration of the payment of the usage fee in the amount of Three Hundred Fifty Dollars (\$350.00), hereby leases to LESSEE for the purpose of operating and maintaining a rodeo facility and facility useful for community events on the following described real estate situated in the County of Sequoyah, State of Oklahoma, to-wit:

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

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

for a total of three (3) consecutive days, namely October 2, 2026, October 3, 2026, and October 4, 2026, beginning at 12:01 o'clock a.m., each day, and ending at 11:59 o'clock p.m., each day, with public events scheduled to be held.

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

I. Additional Property.

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

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

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

less.

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

II. General

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

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

III. Fiscal

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

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

IV. Facility

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

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

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

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

V. Term

1. This lease shall be for a term of three (3) consecutive days, namely October 2, 2026, October 3, 2026, and October 4, 2026.

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

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

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

WITNESS OUR HANDS AND SEALS this 10th day of August, 2026.

LESSOR:

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman of the Board

ATTEST:

KIM JAMISON, Secretary

[SEAL]

Approved as to form:

Jordan Pace
Sallisaw City Attorney

LESSEE:

Missed One Society Inc.

Printed Name

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Rodeo Grounds

ITEM TITLE: Discussion and possible action on Lease Agreement, Addendum No.1 with Sallisaw Lions Rodeo, Inc. for additional days of use in September and October

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: The Lions Club would like to add additional non-consecutive days for use in September and October for barrel race events.

EXHIBITS: 1. ADDENDUM TO LEASE AGREEMENT LIONS CLUB

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Lease Agreement, Addendum No. 1 with the Sallisaw Lions Rodeo, Inc.

**LEASE AGREEMENT
ADDENDUM NO. 1**

This Addendum No. 1 ("Addendum") is entered into by and between the **Sallisaw Municipal Authority**, a public trust ("LESSOR"), and **Sallisaw Lions Rodeo, Inc.**, an Oklahoma non-profit corporation ("LESSEE"), and shall amend the Lease Agreement effective July 1, 2026.

WHEREAS, the parties desire to allow LESSEE additional use of the leased premises for fall events and related activities; and

WHEREAS, all other terms and conditions of the Lease Agreement shall remain in full force and effect unless specifically modified herein.

NOW, THEREFORE, the parties agree as follows:

1. Additional Fall Use

In addition to the annual lease period of July 1 through August 15 and the additional nonconsecutive days permitted during the months of April and/or May, **LESSEE shall be permitted to use the leased premises for additional nonconsecutive days in the month of September, and October**, to the following conditions:

- a. The requested dates shall be scheduled through LESSOR and shall be subject to first-come, first-served availability.
- b. Such use shall be limited to rodeo events, livestock events, practices, barrel races, and other activities consistent with the purposes authorized under the Lease Agreement.
- c. All provisions of the Lease Agreement, including insurance, indemnification, maintenance, and compliance with applicable laws and regulations, shall apply to the additional fall use.

2. Effect of Addendum

Except as expressly modified herein, all terms, conditions, and provisions of the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the 10th day of August, 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
Chairman

ATTEST:

Kim Jamison, Secretary

[SEAL]

Approved as to form: _____
Jordan Pace, City Attorney

SALLISAW LIONS RODEO, INC.

By: _____
President

ATTEST:

Secretary

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Customer Portal

ITEM TITLE: Discussion and possible action on Purchase Order No. 109634, issued to AriesPro Utilities Solution, in the amount of \$28,857.00 for a Customer Portal

INITIATOR: IT Director
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: The staff has engaged with several utility application providers and collected quotes and implementation timelines from them. The recommended company is not only the least expensive, but they are also able to conduct "onboarding/ integration" within the next several weeks vs several months or even next year like the other options. This application should allow customers to see their daily usage if they have AMI smart meters installed and receive notifications through the app. It has several other functions that we may explore in the future, like potentially billing and geo-fenced outage notifications.

EXHIBITS:

1. City of Sallisaw_AriesPro Customer Portal_Pricing Proposal_v1
2. Sallisaw, City of, OK Pricing Proposal July 10, 2026 (1)
3. 2026-05-05_UtilityHawk_Proposal_Sallisaw

KEY ISSUES: Annual fee of \$14,977.00

FUNDING SOURCE: GL# 090-100-55510 Office System Services

RECOMMENDATION: Approval of Purchase Order No. 109634 issued to AriesPro Utilities Solution in the amount \$28,857.00.

AriesPro Utilities Solution Pricing Proposal Document

For City of Sallisaw - OK

**Prepared By
AriesPro Utilities Team**

ARIESPRO CONFIDENTIAL: Information contained in these documents is strictly confidential and for internal use of AriesPro and its customers, only. Where this information is shared with vendors and/or external parties, it may not in any way be duplicated, shared or transmitted to unauthorized individuals or parties without the prior consent of AriesPro, and it shall be used solely for the work contracted by AriesPro.

1. Introduction

AriesPro specializes in providing systems integration and cloud based operational systems and data analytics solutions for all Utilities (IOU's, Muni's, and Coops) such as Unified Field Operations (UFO™) that includes Service Order Tracking System (SOT), DMS, OMS, Workforce Management, Inventory Management; Substation Maintenance Automation (SMAA), Cloud Integrated Vegetation Management (CIVM), Meter Data Management; Mobile Apps and Business Intelligence Platform Digital Energy Analyzer (ADEAL™), Economic Development Tracking System (EDT), Energy Management System (EMS) for Energy/Member Services and Customer Portal for all utility services. This will enhance the capability for Utilities day-day engineering, operations, marketing, and customer services. Our goal is to make Utilities operations and services more reliable, efficient and enhance customer's satisfaction.

1.1 AriesPro Utilities Solutions Pricing:

Customer Portal including Notifications (Electric & Water):

Scope & Services	Estimated Implementation Weeks	Estimated Total Implementation Cost (After Discount) – ONE TIME (\$)	Hosting Cost – Annually (\$)
- Customer Usage, Billing, Payment History Dashboard - Online or CSR's phone calls or Mobile app service request intake - Customer Usage, Billing Analysis (Interval, Daily, Weekly, Monthly, Seasonal) - Home Energy Profile for self-service energy analysis. This is to answer high-bill questions and self-service conservation measurement and valuation - External customer facing mobile app and browser based portal - External Report a problem for any known issue reported by the customers and send over to City Hall CSR and department for verification before taking any action - Online Bill View and Payment options via secure payment gateway (credit, debit, bank draft, Google Pay, Apple Pay, Digital Wallet, etc.)	8	13,880	14,977

- Online Billing Explanation Video each billing cycle via AI generated model to customer - Online registration of utility demand response, energy efficiency and water conservation rebate programs, service request tracking and potential savings, benefits information - Billing, Usage, High bill alerts, water leak alerts, notification via system - Outage alerts and notifications - Scheduling and tracking - Systems integrated with CIS billing, Water AMI meters , Electric AMI meters - Cyber Secure Networking, Site-site network tunnel and user roles/security - Software Installation and Configuration - Training & Documentations			
--	--	--	--

1.2 AriesPro Systems Volume Licensing/Subscription Quote -

- ◆ Internal/External staff members/contractors/vendors' login subscriptions: 10 users included in the pricing above
- ◆ Any additional Internal/External users' login subscriptions: \$5 per user/per month (with volume discount)

1.3 AriesPro Systems Hosting Costs Includes -

- ◆ Licensing Fees
- ◆ Installation Fees
- ◆ DEV/PROD Systems (1 TB storage capacity)
- ◆ Backup and Disaster Recovery Instance
- ◆ VPN Connections, Bandwidth
- ◆ Cyber security, Network security
- ◆ Software Updates (Microsoft, AriesPro)

July 10, 2026

City of Sallisaw, OK
Attn: Clint Smith
IT Director

Silverblaze Pricing Proposal

Dear Clint

On behalf of the Silverblaze Team, I would like to extend our thanks and appreciation, to provide you a pricing proposal for a Customer Engagement Portal for the City of Sallisaw, OK

The following table outlines specific modules and features offered with a fully hosted Azure Silverblaze Core Cloud solution, stored in the Harris Cloud. Shown below are proposed and additional modules that can be included.

This pricing proposal outlines the commitment of the undersigned to engage project planning efforts and project management resources from Silverblaze and the City of Sallisaw, OK's intention to proceed forward with a discovery meeting/call, a project kick-off call with the intention to build and develop a detailed statement of work (SOW). Once the SOW is complete, both the City of Sallisaw, OK and Silverblaze will execute a signed Master Service Agreement (MSA) and which includes the Silverblaze Hosting Agreement and a detailed SOW for both parties, which will include project scope/portal features, payment milestones, and integration mapping prior to project kick-off.

Pricing Proposal: The table below outlines services, solutions, modules and features available to *the City of Sallisaw, OK including* the following modules with seamless integration to the City of Sallisaw, OK Customer Information System (CIS) Billing solution, MDM Integration with your current vendor, and Integration with current payment vendor.

Proposed Modules

Modules	Pricing Proposal Overview	One-time Implementation Services	Annual SaaS*
Silverblaze Core	▪ Payment Integration with Preferred Payment Partner (Paymentus, Invoice Cloud, Kubra) ▪ Develop, integrate and implement a fully hosted (Silverblaze Cloud) Customer Engagement Portal solution. ▪ The Silverblaze Portal will include a solution designed to model customers URL (color's, branding, links, header/footer information, and any distinctive features required). ▪ Account/User Management (Multi Account Management) ▪ Billing Solutions (up to 24mos. historical bill history, bill compare, download ready) ▪ Transactions (History of account transactions) ▪ Billed Usage View (graphs and tables to view billed usage summary) ▪ Notifications/Alerts ▪ Profile Access (Account Management, Notifications/Subscriptions, Guest Access)	\$51,060	\$20,000
5 Standard Forms	▪ 1. New Service/Move In ▪ 2. Move Out ▪ 3. Transfer Service ▪ 4. Update Account Information (Mailing Address, Phone #, Email Address) ▪ 5. Service Request (Generic Form)	\$0	\$3,125
SmartVX	▪ Portal Explainer	\$0	\$6,900
IVRNet	▪ Up to annual usage 360% x Endpoints	\$1,250	\$648
Mobile App	▪	\$30,590	\$7,500
ACE Ready	▪ ACE Ready* AMI Billing Database Integration & Data Storage ▪ ACE AMI & Billing DB, & add on for interval data storage	\$11,500	\$765
SmartMeter Advanced	▪	\$13,570	\$903

Optional Modules

OMS	Core Integrations (Preferred Vendor-Datavoice)	\$5,060	\$337
Peer Compare Advanced & Efficiency Rebates		\$14,620	\$949
Rate Compare Advanced		\$11,500	\$765
Ways to Save & Bill Analytics	- Ways To Save (Self-Assessment Form, Tips & Tricks on Water Usage/Conservation, Goal Setting Options) - Projected Billing Solution	\$8,510	\$566
2nd Language (Spanish)	- Primary Language English 2nd Language	\$2,990	\$199
Live Chat	Per CSR	\$5,750	\$3,792
Chat Bot	Up to 300K Chats per year	\$3,450	\$8,140

****Annual SaaS subject to a 5% Increase on a secured 3Yr renewal***

(remainder of this page intentionally left blank)

Silverblaze Terms & Conditions:

1. Services will be scheduled, and a detailed Statement of Work (SOW) will be issued, once a signed quote is received and at the conclusion of a scheduled discovery meeting with both Silverblaze and the City of Sallisaw, OK
2. This pricing proposal and contained terms and conditions are valid for a period of no greater than **60 Days** from the above-mentioned date.
3. This quote is valid for all current services as of July 10, 2026, through to Sept 10, 2026, and subject to change based on future services or change orders offered after the effective date.
4. Except as otherwise set forth herein, this quote will be subject to the terms and conditions of the Statement of Work and Master Services Agreement between Silverblaze, a division of N.Harris Computer Corporation and the City of Sallisaw, OK.
5. Authorization will be noted by a signed party on this pricing proposal and listed below, authorizing intent to proceed.
6. Any changes to a signed and executed proposal shall be governed using a Silverblaze Change Request Order, and subject to additional services or changes, and not related to the pricing proposal set forth herein.
7. Should you agree with the above-listed solutions, services, features and modules listed above, as well as the outlined Terms & Conditions, please provide an authorized signature of acceptance for services on the final page of this quote package.

Silverblaze appreciates the opportunity to be of continued service and values your business. If there are any questions about this pricing proposal, the existing Terms & Conditions which govern this quote, the planned Statement of Work (SOW) or services quoted, please do not hesitate to reach out.

Sincerely.

A handwritten signature in cursive script that reads "Jim Bryce".

Jim Bryce
Director, Business Development
Silverblaze Solutions Inc.

Signature page follows.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below.

Customer/Organization: City of Sallisaw, OK

Date: _____

City of Sallisaw, OK (name)

Title: _____

City of Sallisaw, OK (signature)

Date: _____

Witness

Silverblaze Solutions Inc.

Date: _____

Silverblaze Solutions Inc. (name)

Title: _____

Silverblaze Solutions Inc. (signature)

Each individual signing this Agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the Pricing Proposal Agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

PROPOSAL

Prepared for

City of Sallisaw

Oklahoma

May 5, 2026

Prepared by

UtilityHawk 

PROPOSAL

May 5, 2026

Brian Heverly
City Manager
Sallisaw

Brian,

Attached is a proposal for American Conservation & Billing Solutions, Inc. (AmCoBi) to provide the City of Sallisaw with a customer portal using the **UtilityHawk™** solution and incorporating data from the Sensus AMI and Caselle systems.

This project will provide customers with online access to their consumption data, leak and threshold notifications, and much more. UtilityHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. UtilityHawk allows your residential, commercial, and industrial customers to understand their water and electric consumption patterns throughout the billing period and provides “My Thresholds” for self-service alerting and notification if their consumption changes.

We build long-term relationships with our clients through open communication, consistently exceeding expectations, and continuously expanding the value of our products and services. We are committed to making a difference in our client’s daily work by serving with integrity. Please contact us with any questions.

Sincerely,

Dan Prescott
www.UtilityHawk.com
Sales@UtilityHawk.com

PROPOSAL



Sallisaw Background

The City of Sallisaw provides water and electric services to 9,000 meters and has installed a Sensus Advanced Metering Infrastructure (AMI) system to read water and electric meters remotely. Sallisaw is considering implementing a customer portal solution so that consumers may benefit from the information and data recorded by the AMI system.



AmCoBi Background

AmCoBi is a privately held software development and billing company founded in 2009 and based in Colorado Springs, Colorado. AmCoBi has grown rapidly over the years by delivering valuable solutions to municipal utility providers and through a steady stream of referrals. AmCoBi offers customer portal solutions, conservation evaluation services, and utility billing. UtilityHawk can easily integrate with AMR, AMI, AMX, and other utility systems.

We currently work with 125 municipal utilities and manage more than 1,000,000 meters in the UtilityHawk system.

The AmCoBi Difference

AmCoBi's solutions help utility providers deliver a higher standard of service to their customers and increase customer satisfaction. UtilityHawk will encourage customer self-service and is a powerful tool for eliminating high bill complaints and reducing customer service calls and escalations.

Your customers will get a better understanding of how they're using water and electricity and be able to manage their expenses more effectively. They can receive timely notifications when leaks or other consumption issues are detected. By making it easy to communicate quickly with customers, in the communications mode they prefer, Sallisaw can encourage clients to fix leaks or other issues quickly and prevent the property damage or excessive bills they so often cause.

Our team is equipped and motivated to deliver the results you're looking for. You can expect comprehensive capabilities, at affordable prices, with outstanding training and support.

AmCoBi will be a trusted partner throughout this entire project. We are committed to accomplishing **your** objectives. We also know that your requirements will evolve over time. UtilityHawk has been architected to support future changes and enhancements.

PROPOSAL

Numerous capabilities added to UtilityHawk have been a direct result of the responses and feedback provided by our clients. Sallisaw can have a strong influence in the future development of this system.

An Expert Team

AmCoBi's software engineering team has decades of experience developing large scale, commercial web and database applications for various industries including utilities, computer networking, manufacturing, retail, and more.

Members of our team have worked for Fortune 500 companies that developed and supported products sold worldwide. Our employees have a wealth of experience implementing large scale technical solutions.

The development team is responsible for building the UtilityHawk application. UtilityHawk uses the Software-as-a-Service (SaaS) model and is hosted at one of the world's most reliable hosting providers.

The setup team will be responsible for configuring UtilityHawk, importing account information, integrating AMI and other data, and launching the production site.

The sales and support teams will be responsible for managing the scope of work and ensuring that tasks are being completed according to designated timelines, as well as delivering progress reports to Sallisaw. The support team will also provide training and ongoing support.

UTILITYHAWK



UtilityHawk Features

UtilityHawk is a hosted customer portal solution that enables utilities to present water and electric consumption data to their clients in a secure website. After registering online, customers gain access to their current usage, past usage, and other useful comparisons.

UtilityHawk also offers the following capabilities:

- **Leak Detection & Notification:** Employees use this module to notify customers via telephone, text, or e-mail when potential leaks or excess consumption issues have occurred.
- **Estimated Bill:** Customers can see the estimated cost of the water and electricity they have already used (anytime during the billing cycle), as well as view a projected end-of-period bill estimate.
- **Threshold Alerting:** Customers can establish a billing or usage threshold (\$ or gallons, kilowatt hours) and be notified when their bill amount and/or consumption exceeds that value.
- **Group Messaging Module:** Utility staff can easily and efficiently inform customers of any maintenance events, boil notices, past due notices, or shut-off notices. (Optional Feature)
- **Payment Options:** Customers can select the Pay Online button and be transferred to your existing payment site or be authenticated into the site via a single sign-on. (Optional Feature)

New features are continually added to the UtilityHawk application. As an example, enhanced reporting capabilities and features, as well as the addition of a Work Order Management System will be released in the near future.

Intuitive and Easy-to-Learn

UtilityHawk was designed to serve a diverse audience with varying degrees of technical ability. It is an intuitive, easy-to-use application that requires minimal training to operate. Your customers will thank you for giving them the tools they need to better understand how they're using water and electricity.

In addition, utility employees can be trained on UtilityHawk quickly. UtilityHawk simplifies complex tasks so customer service and front desk employees can perform them effortlessly.

Affordably Priced

UtilityHawk offers comprehensive capabilities at affordable prices. The service is the most comprehensive and cost-effective solution on the market today.

UTILITYHAWK

Supports Future Customizations

We know that your requirements will evolve over time. UtilityHawk has been architected to support future changes and enhancements. In fact, numerous capabilities added to the system have been a direct result of the responses and feedback provided by our clients.

No Hardware or Software Purchases Required

UtilityHawk uses the SaaS or subscription model so Sallisaw does not need to purchase or install any hardware or software. Ongoing support and maintenance is provided by AmCoBi. The solution can be deployed quickly – i.e. within 45 days.

Seamless Data Integration

Usage data can be integrated from the Sensus AML system and the implementation process is very straightforward.

One of AmCoBi's strengths is exchanging data between UtilityHawk and other systems (e.g. billing, accounting, electronic payment services, etc.) to streamline the customer experience and minimize manual data entry. With the Pay Online option, customers can either link to Sallisaw's payment site or be authenticated into the payment site through a Single Sign-On integration.

Browser-based Operation

A unique instance of UtilityHawk will be provided to the City of Sallisaw. Authorized staff members and customers operate the system using a standard web browser.

Reliable, High-Performance Hosting

AmCoBi uses a reputable, high quality hosting provider for the UtilityHawk solution. Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II. Their data centers have multiple layers of operational and physical security, so you can be sure your data is safe and protected.

Comprehensive Training and Support

The UtilityHawk system is intuitive, user-friendly, and easy to learn. To ensure, however, that your staff members can manage the application effectively, AmCoBi also provides comprehensive online training and support. Training is available for as long as you use the UtilityHawk application. AmCoBi will assign a dedicated account manager, so you'll always be able to reach a live person.

SCOPE OF WORK



Scope of Work

To initiate this project and make UtilityHawk available to City of Sallisaw customers, the following tasks need to be completed:

- Configure the UtilityHawk portal
- Import customer account information
- Import billing rates and tiers
- Integrate consumption data from the Sensus AMI system
- Provide software training to employees
- Launch the production site and notify customers of the new service
- Provide ongoing support to employees.

The following is a draft timeline for implementing the UtilityHawk solution:

Due Date	Task Description	Responsible Party
Week 1	Sallisaw signs a SaaS Agreement to proceed with this project.	Sallisaw
Week 1	Configure UtilityHawk for Sallisaw.	AmCoBi
Week 2	Import customer, account, meter, and billing rate information.	AmCoBi
Week 3	Integrate AMI consumption and weather data into UtilityHawk.	Sensus & AmCoBi
Week 4	Provide software training to employees.	Sallisaw & AmCoBi
Week 5	Launch the production site.	Sallisaw & AmCoBi

PRICING

UtilityHawk Pricing

Pricing for the UtilityHawk service is comprised of the following:

- A **one-time setup cost** to configure the system, upload customer information and data, and for initial system training.
- A **monthly cost** for each endpoint in the system. This cost includes ongoing e-mail and telephone support.

	Number of Endpoints	Setup Cost (One-Time)	Monthly Cost	Year 1 Costs (Setup + Annual)	Annual Subscription (Yr. 2+)	Price per Endpoint/Year (Yr. 2+)
UtilityHawk	9,000	\$12,348	\$1,512	\$30,492	\$18,144	\$2.02
UtilityHawk Options		Setup Cost (One-Time)	Monthly Cost	Year 1 Costs (Setup + Annual)	Annual Subscription (Yr. 2+)	Price per Endpoint/Year (Yr. 2+)
Group Messaging		--	\$150	\$1,800	\$1,800	--
Managed Notifications		--	\$200	\$2,400	\$2,400	--
Paperless Statements		\$2,250	\$175	\$4,350	\$2,100	--
Single Sign-On (SSO)		\$5,000	--	\$5,000	--	--

SUMMARY



Summary

UtilityHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. UtilityHawk allows your residential, commercial, and industrial customers to understand their water and electric consumption patterns throughout the billing period and provides relevant actionable information allowing your customers to take control of their utility costs.

We commit to making this project a notable success for the City of Sallisaw. Let us know how we can best serve you.

Sincerely,

Dan Prescott
www.UtilityHawk.com
Sales@UtilityHawk.com

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: GigaSpires and Optics

ITEM TITLE: Discussion and possible action on Purchase Order No. 109669, issued to Logic Networks LLC, in the amount of \$22,500.00 for the purchase of 100 Calix GigaSpires and Optics for the telecommunications division

INITIATOR: IT Director

STAFF INFORMATION SOURCE:

BACKGROUND: This will allow for the purchase of GigaSpires and Optics (routers) using the "store credit" that we have after trading the older equipment last month.

EXHIBITS: 1. SP 10193

KEY ISSUES: N/A

FUNDING SOURCE: Credit from surplus equipment - \$23,100.00

RECOMMENDATION: Approval of Purchase Order No. 109669 issue to Logic Network LLC in the amount of \$22,500.00



Sales Proposal 10193

Logic Networks LLC

Date 7/27/2026

Terms CREDIT DUE

Valid for 30 days

SO 0

Customer	Ship To	Proposal By
City of Sallisaw 115 E. Choctaw Ave Sallisaw, OK 74955 UNITED STATES	City of Sallisaw 115 E. Choctaw Ave Sallisaw, OK 74955 UNITED STATES	Logic Networks LLC 5422 W. Crenshaw St. Tampa, FL 33634 UNITED STATES
Attn: Randy Sizemore Email: purchasing@sallisawok.org	Attn: Randy Sizemore Email: purchasing@sallisawok.org	Attn: Mike Herzog

Line	Item	CLEI	Mfgr	Description	Qty	List Price	Unit Price	Extended
0001	100-05613		CALIX	U6XW ONT GS4227W REFURBISHED	100	0.00	135.00	13,500.00
0002	100-05609		CALIX	GPON ONT SFP REFURBISHED	100	0.00	90.00	9,000.00

Your Price 22,500.00 USD

All Currency Totals are in US Dollar

Comments to Customer

18 Month Warranty (tested, factory default, kitted w/ power & GPON SFP)

Terms are to be CREDIT from purchase of 854G's 75 X 308 = \$23,100

****All Equipment is Manufacturer Authentic****

****All equipment typically ships within 48HRS from receipt of Purchase Order. Orders can be expedited. Additional charges for urgent shipping will be included on your invoice****

****Logic Networks does not sell unlicensed Software****

****WARRANTY CONDITIONS*** The limited warranty listed specifically EXCLUDES damage resulting from causes other than normal wear and tear including, without limitation: neglect, accident; alterations; improper use or misuse; failure of electrical power; air conditioning, or humidity control; acts of God, including, without limitation: lightning strikes or power surges. Warranty and restocking is non-transferrable and is valid from the date of the original purchase only. ****RESTOCKING FEE**** A restocking fee of 25% will be charged for all equipment returned to Logic Networks LLC during the first 90 days of the warranty period that is deemed as working and operational upon Logic Networks LLC receipt of returned equipment excluding specialty ordered material. The restocking fee will be in effect for the first 90 days of the warranty period provided by Logic Networks LLC and will also apply to purchase orders that are canceled before the equipment is received or shipped. All RMA's whether defective or not expire after 14 calendar days if not returned. **** Logic Networks LLC reserves the right not to Replace or Credit any RMA equipment**** ****Quote does not include shipping and handling. Freight cost will be determined upon delivery method chosen by customer. **** ****FOB: TAMPA, FLORIDA****

Full Name _____ Signature _____

You may use this form as a purchase order. Initial the items you want to purchase, enter Purchase Order (if any), sign, then mail, email or fax back to us

PO _____

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject:

ITEM TITLE: Presentation of End-of-Season Financial Overview from Sallisaw Youth League Representative

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND: Lays out "performance" of the Youth League in regards to the operations agreement and user fees "due" or to be offset. We also captured the number of kids participating this year as well.

EXHIBITS: 1. SYL 2026

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:



Sallisaw Youth League Annual Report

Operations and costs for '25-'26 season

Background

- SYL and SMA reviewed and redrafted the agreement in 2025 and again this year
 - Added accountability requirements
 - Drafted external organization use agreements (and appeal process)—includes flat fees base on # and type of fields
 - SMA will treat, seed/sod, aerate, and fertilize soccer fields
- 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)

Activity year 2025-2026

- Kids participating (softball, baseball, and soccer)
 - Fall: 280
 - Spring: 753
- Games played
 - Baseball: 82
 - Softball: 289
 - Soccer: 150 (does not count external group)
- Tournaments
 - 51 different age divisions over 16 tournaments
- City costs (JUL-JUN) - \$81,331
- SYL remittance to the City (NOV-JUL) - \$11,585—offset by investments/projects
- \$35,185k in SYL CI fund

Significant Projects

Windows in Concessions (SYL)-\$13k
Bathroom doors and gutters on bldgs. (SYL)- \$2600
Sod for baseball fields (SYL)- \$6800 (shared labor SYL/SMA)
Sand (SMA)-\$6k
HVAC (SMA)-\$4.4k

AGENDA ITEM COMMENTARY

Meeting Date: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Sport Complex Operations Agreement

ITEM TITLE: Discussion and possible action on Sallisaw Sports Complex Operations Agreement with the Sallisaw Youth Leage, Inc. for operation and use of the Sports Complex

INITIATOR: City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: This is the DRAFT updated agreement with input from both the Commissioners and the SYL for discussion, if needed changes, and approval. The agreement includes more accountability measures, appeal options for external groups, and event and season-long agreements to be used between the SYL and external groups wanting to use the facilities. It still grants primary use to the SYL, but it greatly reduces the ability to say "no" and puts guidelines in place for external groups to rent/use the fields at very competitive rates when compared to regional "competitors".

EXHIBITS:

1. Sallisaw SYL Sports Complex Operations Agreement EXCLUSIVE 26_27
2. Sallisaw_Sports_Complex_Agreement_Season
3. Sallisaw_Sports_Complex_Agreement_Standalone_Event

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the Sallisaw Sports Complex Operations Agreement with the Sallisaw Youth League, Inc.

Sallisaw Sports Complex Operations Agreement

OPERATIONS AGREEMENT

THIS Facilities Use Agreement made and entered into this 10th day of August, 2026, 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 **primary** 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. **Other groups or activities may be scheduled, through coordination with the SYL to avoid scheduling conflicts and to mitigate a reduction in the quality of the overall facility.**
- 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

Sallisaw Sports Complex Operations Agreement

become the property of the **SMA** available for use by the general public or other organizations.

- 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 all grass areas, applying pesticide, cutting the dirt/grass lines and assisting in the prevention of

Sallisaw Sports Complex Operations Agreement

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. Provide sod and/or seeding as necessary on the soccer fields before and after the fall and spring season weather permitting.

- 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 training session for each first-year coach, emphasizing the proper treatment of kids and the positive behavior expected of all coaches, parents and participants. **SYL shall conduct background checks on all managers**

Sallisaw Sports Complex Operations Agreement

- and coaches.** All files associated with orientation and background checks shall be maintained by the SYL and will be submitted to the SMA Site Director prior to the beginning of each season, baseball, softball and soccer.
- iv. SYL will ensure that there is at least one CPR certified individual on site during league and tournament games. A list of certified individuals will be submitted to the Site Director prior to the February start date of use. If a certified individual is not on-site during games or tournaments the event will be suspended until a certified individual is present.
 - 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, using the agreement forms (season or single event), as long as event or activities do not conflict with SYL scheduled events. Requests for field use will be made to the SYL President who will submit the request for approval to the SYL Board. Upon approval, copies of required documents will be submitted to the Site Director. If an organization is denied access/use by the SYL, the organization may appeal the decision to the SMA General Manager who will consider scheduled use (if any), any history of damages, and any concession agreements. The SMA General Manager decision about allowing the use of the Sports Complex fields will be final.
 - 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 their 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, line and water fields as necessary between games. SYL will line soccer fields, ensure goals have nets and provide corner flags as necessary (depending on age group). At least one "full size" field will be lined throughout the season. Additional smaller fields may be lined to meet SYL requirements. SYL shall notify the SMA site director when tournament/league seasons conclude.

Sallisaw Sports Complex Operations Agreement

- 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.
- xvi. Utilize bulletin boards and websites for posting all complex information for all sports at the complex. 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. 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.

Sallisaw Sports Complex Operations Agreement

- xxii. 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”)
- xxiii. 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.
- 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. The balance of this account will be presented as part of the annual briefing to the SMA.

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 stands 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.

Sallisaw Sports Complex Operations Agreement

iii. If SYL is unable to operate the concession stands, concessions may be sold from temporary facilities (tents, tables and coolers).

- c) Restrooms. SYL shall be responsible for cleaning the restrooms during and after SYL events and SYL sponsored events.

6. USER FEES:

- a) For 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. For any soccer tournament, the SYL agrees to submit to the SMA a fee of \$50 per age group per tournament. The completed number of tournaments shall be submitted during the August SMA meeting.
- 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) year from the **August 11, 2026**.
- 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

Sallisaw Sports Complex Operations Agreement

- 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
- 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 and will be leashed at all times. All other animals shall not be brought onto complex fields. ****Owners are responsible to clean up after their animals****
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 Use Agreement-Season 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 Youth League (hereinafter "SYL"), and _____ (hereinafter "Organization").

1. Purpose

The SYL agrees to allow Organization the use of the _____ (designated field(s)) and facilities at the Sallisaw Sports Complex, located at 1300 Steve Davis Parkway, Sallisaw, Oklahoma (hereinafter "Complex"), for the purpose of practices and intra-organizational games for a designated season of play. **Tournaments with external organizations require "Standalone Agreement(s)."**

2. Fees

- Fees will be paid based on numbers and types of fields being used, frequency of field use, services required of the SYL and length of season.

- Baseball and Softball-\$20 per game based on season schedule
- Soccer-\$15 per game

- Concessions are to be operated by SYL— provides stock, workers and facilities, and retains all proceeds

-Gates/Admissions are operated in one of two options:

- Free admission
- Organization supplies workers and retains all the proceeds.

- Referees/Umpires may be coordinated, for an additional fee (at SYL cost), or the Organization may choose to schedule (and compensate, if applicable) their own.

- All fees are due in full no later than five (5) business days prior to the beginning of the season based on the schedule provided by the Organization and approved by the SYL unless otherwise approved in writing by SYL.

3. Insurance

Organization shall provide the SYL (who will ensure the SMA receives a copy) with a certificate of insurance, evidencing coverage with minimums of:

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

****Or for a fee “at cost” as determined by the SYL, and show that the Organization is included in the SYL insurance plan****

The certificate is due at the time of payment, no later than five (5) business days prior to the season beginning.

If a separate certificate, it shall name the Sallisaw Municipal Authority (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 SYL and SMA General Manager.

4. Responsibilities of SYL

- a. Provide access to fields with all necessary equipment and markings, ie bases, nets, goals, corner flags, etc.
- b. Provide access to restrooms.
- c. Provide services and support as requested by the organization per the fee schedule.
- d. Ensure facilities are returned to pre-use cleanliness. If facilities are damaged, notify the Site Director to determine cost of repairs.

5. Responsibilities of Organization

- 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 SYL POC for specific sports any accidents/incidents requiring medical attention or public safety response no later than noon of the following day.
- g. Remit all fees according to the requested services and fee schedule.
- h. Remit any costs related to damages, if applicable.

6. Cancellation & Refunds

If Organization cancels the season, the SYL will refund all fees prorated for the used period 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 and/or SYL 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 and/or decides to replace or improve the damaged property, the Organization will only be responsible for the “replacement value” of the property damaged not any improvements.

c. The SYL, 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. This decision may be appealed to the SMA General Manager with his or her decision being final.

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 YOUTH LEAGUE (SYL)	ORGANIZATION
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
_____	_____

Attachments:

- Attachment A: Complex Rules
- Attachment B: Inclement Weather Policy
- Attachment C: Fee Schedule

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 or 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 and will be leashed at all times. All other animals shall not be brought onto complex fields. **Owners are responsible to clean up after their animals**

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 Use Agreement-Standalone Event

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 Youth League (hereinafter "SYL"), and _____ (hereinafter "Organization").

1. Purpose

The SYL agrees to allow Organization the use of _____ (# and "kind" of 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

- Fees will be paid based on numbers and types of fields being used:
 - Softball or Baseball--\$300 per field, per day-fields are "set" at the beginning of the day with no maintenance during the day
 - Field Worker (optional)--\$125 per sport/per 8hr shift, ie one for baseball and one for softball if both types of fields are used
 - Soccer--\$150 for all fields, per day
- Concessions are to be operated by SYL— provides stock, workers and facilities, and retains all proceeds
- Gates/Admissions are operated in one of two options:
 - Free admission
 - Organization supplies workers and retains all the proceeds.
- Referees/Umpires may be coordinated, for an additional fee (at SYL cost), or the Organization may choose to schedule (and compensate, if applicable) their own.
- All fees are due in full no later than five (5) business days prior to the event unless otherwise approved in writing by SYL

3. Insurance

Organization shall provide SYL 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 (baseball and softball); \$100,000 (soccer)
- \$1,000,000 general liability

The certificate is due at the time of payment, no later than five (5) business days prior to the season beginning.

The certificate shall name the Sallisaw Municipal Authority (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 SYL and SMA General Manager.

4. Responsibilities of SYL

- a. a. Provide access to fields with all necessary equipment and markings, ie bases, nets, goals, corner flags etc.
- b. Provide general maintenance of the Complex prior to the event.
- c. Provide restrooms.
- d. Provide services and support as requested by organization.
- e. Ensure facilities are returned to pre-use cleanliness. If facilities are damaged, notify the Site Director to determine cost of repairs.
- f. Provide Referees/Umpires, if applicable and at SYL cost.

5. Responsibilities of Organization

- 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 SYL POC any accidents/incidents requiring medical attention or public safety response no later than noon of the following day.
- g. If using internal personnel to operate temporary concessions, provide all stock and retain all funds.
- g. Remit all fees.
- h. Remit any costs related to damages, if applicable.

6. Cancellation & Refunds

If Organization cancels the event at least ten (10) days prior, SYL 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 and/or SYL 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 and/or SYL decides to replace or improve the damaged property, the Organization will only be responsible for the “replacement value” of the property damaged not any improvements.
- c. The SYL, 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. This decision may be appealed to the SMA General Manager with his or her decision being final.

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) Signature: _____ Name: _____ Title: _____ Date: _____	ORGANIZATION Signature: _____ Name: _____ Title: _____ Date: _____

Attachments:

- Attachment A: Complex Rules
- Attachment B: Inclement Weather Policy
- Attachment C: Fee Schedule

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 or 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 and will be leashed at all times. All other animals shall not be brought onto complex fields. **Owners are responsible to clean up after their animals**

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: August 10, 2026
Board: Sallisaw Municipal Authority
Subject: Land and Water Conservation Fund Project Agreement

ITEM TITLE: Discussion and possible action on Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement for construction of Sallisaw Soccer Fields at the Sports Complex

INITIATOR: Economic Development Director
City Manager

STAFF INFORMATION SOURCE:

BACKGROUND: This is the agreement document to be executed to reimburse spending on the Sallisaw Sports Complex Soccer Fields project. The total amount of the award is \$554,047.00 (based on 50% of the last low bid of \$1,108,094). This will be added to our current reserved funding of \$500k as we go back out for bids on this long-anticipated project.

EXHIBITS: 1. 40-
01275_Sallisaw_SallisawSoccerFields_OTRDProjectAgreement_V01(Unsigned)

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approve the acceptance of the Oklahoma Tourism and Recreation Department Land and Water Conservation Fund Project Agreement.

**OKLAHOMA TOURISM AND RECREATION DEPARTMENT
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT**

National Park Service Project Number: P26AP00899-00

Oklahoma Tourism and Recreation Department Project Number: 40-01275

Project Name: Sallisaw Soccer Fields

Project Sponsor: City of Sallisaw

Project Period: 08/04/2026 – 08/03/2029

Project Cost: \$1,108,094.00

Approved Federal Funds: \$554,047.00

This Agreement is made and entered into by and between the Oklahoma Tourism and Recreation Department, hereinafter referred to as “OTRD,” and the City of Sallisaw, hereinafter referred to as “Subrecipient,” collectively referred to as “the Parties,” with the following intents and purposes:

WITNESSETH:

WHEREAS, the purposes of the Land and Water Conservation Fund Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens; and

WHEREAS, these purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation; and

WHEREAS, the United States Department of the Interior, National Park Service, (“NPS”) and OTRD entered into Agreement Number P26AP00899-00 pursuant to

the Land and Water Conservation Fund (“LWCF”) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 2003001 et seq.), for the acquisition and/or construction of the Project described herein, for the benefit of Subrecipient; and

WHEREAS, the NPS Project Agreement imposes responsibilities and compliance obligations on OTRD, and OTRD has agreed to likewise impose the same responsibilities and compliance obligations on Subrecipient; and

NOW THEREFORE, for and in consideration of the mutual needs of the Parties as expressed herein, OTRD and Subrecipient do hereby mutually agree as follows:

I. Contract Documents; Incorporation of NPS Project Agreement; Order of Priority.

This Agreement comprises this document, as well as any exhibits, attachments, addendums, appendices, or supplemental terms and conditions attached hereto, including, but not limited to, the project cost estimate, boundary map, and the NPS Project Agreement, in its entirety, including the Department of the Interior Standard Terms and Conditions as well as any other exhibits, attachments, addendums, appendices, or supplemental terms and conditions contained therein. If there is a conflict between the terms of this Agreement and the NPS Project Agreement, the conflict shall be resolved by giving priority to the NPS Project Agreement.

II. Statement of Work.

OTRD shall pass through a subaward/subgrant to Subrecipient to create Sallisaw Soccer Fields. This Project will: Construct soccer fields and ADA parking. Install signage.

III. Project Period.

The initial project period for this project shall be from 08/04/2026 – 08/03/2029, during which time all reimbursable costs must be incurred. If it becomes apparent to either of the Parties that completion will not be possible within the project period, OTRD shall submit a request for an amendment to extend the project period. If an extension of the project period becomes necessary, Subrecipient shall cooperate with all requests for information or documentation from OTRD, which are necessary to request

the extension. Said information or documentation must be provided to OTRD no less than ninety (90) days prior to end of the current project period. In no event shall the project period exceed five (5) years.

IV. Compliance.

Subrecipient hereby agrees to discharge, perform, and fully satisfy all responsibilities and compliance obligations in the NPS Project Agreement, which are directly or indirectly applicable to Subrecipient. Subrecipient further agrees that it shall not, through any act or omission, violation any provision of the NPS Project Agreement. Subrecipient represents its present compliance, and shall have an ongoing obligation to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and orders, as amended. Subrecipient assumes responsibility for informing its employees, agents, and contractors who provide a product or perform a service in connection with this Agreement of Subrecipient's obligations under the Agreement.

V. Project Assurances.

Subrecipient has reviewed and confirms that all representation made by OTRD under the NPS Project Agreement are true and accurate to the best of its knowledge and shall have an ongoing obligation to inform OTRD if it is made aware of any information that would contradict said assurances.

VI. Timely Assistance.

The Parties agree to provide timely assistance to one another and promptly comply with all reasonable requests for information or documentation necessary to fulfill their obligations under this Agreement or the NPS Project Agreement.

VII. Public Recreation in Perpetuity.

The Subrecipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Subrecipient shall, at its sole cost and expense, comply with the following particular requirements:

- a. The Subrecipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber, or create or suffer any lien upon the Facilities or any

part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the NPS. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the Facilities adopted by the Subrecipient in accordance with the Project Agreement.

- b. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Subrecipient shall provide and maintain adequate sanitation and sanitary facilities, and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State, and Local laws, ordinances, codes, rules, regulations, and standards. The Subrecipient shall keep the facilities safe for public use in good, operable condition and repair.

VIII. Acknowledgement Sign.

The Subrecipient shall post in a prominent location on the Facilities, and shall maintain in good condition, a sign, approved by OTRD, giving public acknowledgement of assistance from the Land and Water Conservation Fund.

IX. Record Retention.

The Parties mutually agree to retain all documents and records pertinent to this Agreement and work performed pursuant to this Agreement for a period of seven (7) years following completion or termination of this Agreement. OTIA agrees any pertinent federal or state agency, including OTRD, shall have the right to examine and audit all records relevant to the execution and performance of this Agreement, at no additional cost to OTRD. As used in this clause, “record” shall include a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

X. Inspections.

It is the responsibility of OTRD to administer a regular and continuing program of on-site inspections of the Facilities. Subrecipient agrees to make the Facilities accessible to OTRD and NPS for all pre-award, progress, final, and post-completion site inspections. Subrecipient agrees to furnish all materials or information requested by OTRD or NPS that are necessary to complete on-site inspections.

XI. Limitation of Liability.

Subrecipient shall hold OTRD harmless from and against any and all claims, causes of action, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any incidences or occurrences therein or thereon. OTRD shall bear no liability to Subrecipient for lost profits, lost sales, business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

XII. Modification, Remedies for Noncompliance, and Termination.

- a.** No modifications, changes, revisions, amendments, or alterations to the terms of this Agreement shall be effective unless reduced to writing and executed by the Parties with the same formalities as are observed in the execution of this Agreement. In the event Subrecipient requires a modification of this Agreement, Subrecipient shall submit a request, including all supporting or required documentation, no less than ninety (90) days prior to the end of the current project period. Requests submitted less than ninety (90) days prior to the end of the current project period or that do not include the requisite documentation may not be considered.
- b.** Additional conditions may unilaterally be imposed by OTRD if it is determined that Subrecipient is non-compliant to the terms and conditions of this Agreement, provided that Subrecipient will be given notice and a reasonable opportunity to cure any non-compliance before additional conditions are imposed.
- c.** OTRD may terminate this Agreement in whole or in part if Subrecipient fails to comply with the terms and conditions of this Agreement, provided that

Subrecipient will be given notice and a reasonable opportunity to cure any non-compliance before termination.

XIII. Choice of Law and Venue.

Any claim, dispute, or litigation relating to this Agreement shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal grant funds are involved, applicable Federal laws, rules and regulations shall govern to the extent necessary to ensure the benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

XIV. Waiver.

The waiver by one of the Parties of any breach by another of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

XV. Notices.

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by one Party to another pursuant to the Agreement shall be in writing and addressed as set forth below:

Oklahoma Tourism and Recreation Department

General Counsel

123 Robert S. Kerr Avenue, 900

Oklahoma City, Oklahoma 73102

City of Sallisaw

115 E Choctaw Avenue

P.O. Box 525

Sallisaw, Oklahoma 74955

XVI. Severability.

Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 08/03/2026
GRANT NO. P26AP00899-00	

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
4	0054019264-00040	\$23,440.00	08/04/2026	08/03/2029	5035	19LW SRA SALLISAW SOCCER FIELDS
5	0054019264-00050	\$107,759.70	08/04/2026	08/03/2029	5035	21GW SRA SALLISAW SOCCER FIELDS

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 08/03/2026
GRANT NO. P26AP00899-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
08/04/2026	08/03/2029	Project Final	12/01/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
08/04/2026	08/03/2029	Project Final	12/01/2029

AWARD ATTACHMENTS

OKLAHOMA TOURISM & RECREATION

P26AP00899-00

1. Grant Agreement
2. Environmental Document
3. Budget

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
OKLAHOMA DEPARTMENT OF TOURISM AND RECREATION

Table of Contents

I. LEGAL AUTHORITY 2

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES 2

III. PUBLIC PURPOSE..... 2

IV. STATEMENT OF WORK 2

V. RESPONSIBILITIES OF THE PARTIES 2

VI. COST SHARE REQUIREMENT..... 3

VII. PRE-AWARD COSTS 3

VIII. AWARD AND PAYMENT 3

IX. REPORTS AND/OR OUTPUTS/OUTCOMES 5

X. DETERMINATION OF RISK 5

XI. AWARD SPECIFIC TERMS AND CONDITIONS..... 6

XII. STANDARD TERMS AND CONDITIONS 12

I. LEGAL AUTHORITY

Agreement Number P26AP00899 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Oklahoma Department of Tourism and Recreation (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.
- B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The Recipient, Oklahoma Tourism and Recreation Department, will pass through a subaward to the Subrecipient, city of Sallisaw, to improve Sallisaw Sports Complex. This project will construct soccer fields.

V. RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:
 - 1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).
 3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.
 4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$554,047.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system, and consistent with 2 CFR §200.305 (Payment).
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk," has compliance and/or performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The Financial Assistance Awarding Officer (FAAO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with 2 CFR § 200.407 – Prior written approval (prior approval). The Recipient shall not incur

costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- E. Any non-Federal share, whether cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for SF-425 Federal Financial Report (FFR) frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions “Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR § 200.334 - Record retention requirements.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205– Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

This award has been determined to be low risk with the following requirements:

Low: Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United

States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.
- E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the program under which the property was acquired or improved. As a result, the State agrees that the area depicted or otherwise described on the 200305.(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 CFR 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- F. The Recipient must maintain documentation of the recordation specified in Part II. E. above and report regularly to NPS on the status of the Federal interest in the Property.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and

assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes

(1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

8. The State will assist the National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. 4321 et seq.), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The State will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

This assistance includes providing information needed for NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The applicant must provide NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

When a project includes grant-assisted development or other ground-disturbing activities, the applicant must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and Part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Recipient is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Recipient is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Recipient affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Recipients must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 et seq.) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800), the Department of the Interior's implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Recipients must also adhere to the Department of the Interior's Secretary's Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. 4321 et seq.), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. 300101 et seq.) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Recipient must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Recipient must notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Recipient must provide documentation of the change to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

C. Other Award Specific Terms and Conditions

1. The Recipient must report on the status, progress, and performance of all Award Specific Terms and Conditions included in Article XI, Part IV, Section D or otherwise

incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Recipient must submit this information through GrantSolutions as part of each required performance report, and when applicable, any Subrecipient must provide the Recipient with the information needed to meet these reporting requirements. NPS will review condition performance during each reporting cycle, including final closeout.

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

- A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding

Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) **General Reporting Requirement.**

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory

requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) *Proceedings About Which You Must Report.*

- (1) You must submit the required information about each proceeding that—
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following—
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000;
- or
- (D) Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) *Definitions.* For purposes of this award term—
Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange

Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:
 - a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
 - b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.
2. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in

the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its

receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
- (ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C.

202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an

organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)

The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and

activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be

used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184](#),

and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders (SO) found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.



40-01275, Sallisaw Soccer Fields

Sallisaw, Sequoyah County, Oklahoma

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 40-01275, Sallisaw Soccer Fields which includes constructing soccer fields in a park already developed with multiple sports fields.

Categorical Exclusion

This grant has been environmentally certified **F(5)** which states:

Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:

- a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
- b. introduce motorized recreation vehicles;
- c. introduce active recreation pursuits into a passive recreation area;
- d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
- e. add or alter access to the park from the surrounding area.

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum

HALLIE
GROFF

Digitally signed by
HALLIE GROFF
Date: 2026.03.17
11:43:49 -06'00'

Hallie Groff
Supervisory Outdoor Recreation Planner
Land and Water Conservation Fund Program

Date

BUDGET NARRATIVE

CITY OF SALLISAW SALLISAW SOCCER FIELDS PROJECT #40- 01275

Sponsor Match = Cash Match	\$	554,047.00
In-Kind Match	\$	00.00
Donated Match	\$	00.00
Total Sponsor Match	\$	554,047.00

XX

Total Federal Match	\$	554,047.00
----------------------------	-----------	-------------------

Total Project Cost	\$	1,108,094.00
---------------------------	-----------	---------------------

The scope of work to be completed for this project includes:

1. Mobilization & Construction
2. Five Soccer Fields
3. ADA Parking
4. Signage

Cost Estimate below

COST ESTIMATE
CITY OF SALLISAW - SALLISAW SOCCER FIELDS

Source of Funds			Grant Request	Cash Match	In-kind Match	Donate Match	Totals
LWCF GRANT			\$ 554,047.00				\$ 554,047.00
SPONSOR				\$ 554,047.00			\$ 554,047.00
OTHER CONTRIBUTORS							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTALS			\$ 554,047.00	\$ 554,047.00	\$ -	\$ -	\$ 1,108,094.00

Use of Funds	Unit of Measure & Number of Unit	Cost Per Unit	Grant Request	Cash Match	In-kind Match	Donate Match	Totals
I. PROFESSIONAL SERVICES							
I a. Design and Engineering							\$ -
I b. Administrative Fees							\$ -
							\$ -
II. PROJECT MATERIALS							
III. PROJECT CONSTRUCTION							
General Construction / Mobilization	LS - 1	\$ 205,000.00	\$ 102,500.00	\$ 102,500.00			\$ 205,000.00
Earthwork -							
Excavation/Compaction	LS - 1	\$ 450,000.00	\$ 225,000.00	\$ 225,000.00			\$ 450,000.00
Erosion Control	LS - 1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00			\$ 5,000.00
Adjust Manhole to Grade	EA - 2	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			\$ 2,000.00
Curb and Gutter	LF - 1657	\$ 25.00	\$ 20,712.50	\$ 20,712.50			\$ 41,425.00
Concrete for ADA Parking	SF - 1706	\$ 12.00	\$ 10,236.00	\$ 10,236.00			\$ 20,472.00
ADA Parking Striping	SF - 1706	\$ 3.00	\$ 2,559.00	\$ 2,559.00			\$ 5,118.00
Precast Concrete Bumper	EA - 3	\$ 800.00	\$ 1,200.00	\$ 1,200.00			\$ 2,400.00
8" Aggregate Base	SY - 12191	\$ 20.00	\$ 121,910.00	\$ 121,910.00			\$ 243,820.00
Separator Fabric	SY - 12375	\$ 3.00	\$ 18,562.50	\$ 18,562.50			\$ 37,125.00
Detention Discharge Structure	Ea - 2	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 3,000.00
4" Thick Concrete Pavement	SF - 3704	\$ 8.50	\$ 15,742.00	\$ 15,742.00			\$ 31,484.00
ADA Signs and Symbols	LS - 1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00			\$ 3,500.00
Bermuda Sprigging	Acres -10.5	\$ 5,500.00	\$ 28,875.00	\$ 28,875.00			\$ 57,750.00
III a. DEMOLOITION							
							\$ -
							\$ -
III b. SITE WORK							
							\$ -
IV. LAND DONATION							
							\$ -
TOTALS			\$ 554,047.00	\$ 554,047.00	\$ -	\$ -	\$ 1,108,094.00

List Each Matching Share Contributor. Each entry must have a corresponding signed and dated letter of support stating their commitment of the contribution (this includes a letter from the project sponsor if it is contributing match).

Matching Share Contributors (Name and funding source):	Match Amount/ Value	Type (cash, donated land, etc.)	Is Match Secure or firmly committed. If committed, list date expected to be secured.
City of Sallisaw	\$ 554,047.00	Cash	
GRAND TOTAL	\$ 554,047.00		

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement, and bind their respective party thereto.

Oklahoma Tourism and Recreation Department

By: _____ Title: _____ Date: _____

Subrecipient: City of Sallisaw

By: _____ Title: _____ Date: _____