SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING

December 9, 2024

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

Council Chambers
113 North Elm Street
Sallisaw, Oklahoma

A G E N D A

"POSSIBLE ACTION" INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

1. **Meeting called to order**

2. **Declaration of a quorum**

3. **Discussion and possible action on minutes of regular meeting of November 12, 2024**

4. **Discussion and possible action on a one (1) year Solid Waste Disposal Agreement with Yaffee Iron and Metal Corporation of Arkoma, Oklahoma**

5. **Discussion and possible action on Purchase Order No. 103726, *in an Amount not to Exceed $50,000.00*, Issued to Calix, for the Purchase of Calix Equipment for Telecommunications**

6. **Discussion and possible action on Manager Contract**

7. **Administrative reports**

8. **Adjourn**

Posted: **12/06/2024**
Time: **9:45 a.m.**

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

NOVEMBER 12, 2024

The Sallisaw Municipal Authority met in a regular meeting on November 12, 2024, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXMX; by posting at city hall on November 7, 2024, at 11:00 a.m. by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Chairman
	Kenny Moody,	Trustee, Ward 1
	Josh Bailey,	Trustee, Ward 2
	Julian Mendiola,	Trustee, Ward 3
	Brad Hamilton,	Trustee, Ward 4
Members absent:	None	
Staff present:	Jordan Pace,	City Attorney
	Kim Jamison,	Secretary
	Robin Haggard,	Director of Finance/Interim Gen Manager
	Keith Miller,	Building Development Director
	Clint Smith,	IT Manager
	Ben Spyres,	Computer Technician
	Caleb Dotson,	Patrolman
Others present:	Lynn Adams; John Honeycutt; Pamela Gay; Philip Gay; Jeannie Richardson; Michael Hogan; Howard Copeland; Shane Walker; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:01 p.m.

Declaration of a quorum

A quorum was declared present.

Possible Action on minutes of regular meeting of October 14, 2024

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

Discussion and possible action on Change Order No. 4 in the amount of ($10,979.22) for the Sallisaw Aquatics Facility Project; Hoey Construction Company

Motion was made by Mendiola, seconded by Bailey, for approval of Change Order #4 in the amount of deduct $10,979.22; Hoey Construction. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discuss and Consider Approval of Contract for Engineering Services with Neel, Harvell and Associates, in the Amount of $23,800.00 for Water System - East Drake Waterline Extension

Motion was made by Bailey, seconded by Mendiola, for approval of Contract for Engineering Services with Neel, Harvell and Associates. Vote: Bailey aye; Mendiola aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

Discuss and consider approval of a Two (2) year Solid Waste Disposal Agreement with Sue's Recycling and Sanitation of Gore, Oklahoma

Motion was made by Mendiola, seconded by Bailey, for approval of the Solid Waste Disposal Agreement with Sue's Recycling and Sanitation. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

Administrative reports

None.

Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:05 p.m.

Approved this **9th** day of **December, 2024**.

____
Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	December 9, 2024
Board:	Sallisaw Municipal Authority
Subject:	Disposal Agreement

ITEM TITLE: Discussion and possible action on a one (1) year Solid Waste Disposal Agreement with Yaffee Iron and Metal Corporation of Arkoma, Oklahoma

INITIATOR: Interim General Manager
Landfill Superintendent
Yaffe Iron

STAFF INFORMATION SOURCE: Staff
Yaffe Iron

BACKGROUND: Yaffe Iron & Metal Corporation currently brings approximately 801 tons per month to the landfill facility. This contract will set the pricing on this tonnage for $32.50 per ton ($31.25 + $1.25 state fee) if Yaffe hauls. And $34.44 ($33.19 + $1.25 state fee) if the city hauls.

EXHIBITS: 1. 2024.YAFFEE DISPOSAL HAULING CONTRACT.FINAL SIGNED

KEY ISSUES: NA

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Agreement.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 9th day of December 2024 between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a public trust, hereinafter called "the **PROVIDER**", and The Yaffe Iron & Metal Corporation, 118 State Line, Arkoma, OK 74901 hereinafter called "the **CUSTOMER**".

RECITALS

WHEREAS, **PROVIDER** desires to provide hauling and disposal services, and **CUSTOMER** desires to use the **PROVIDER** and the Sallisaw Municipal Landfill facility to haul and dispose of commercial solid waste, namely shredder fluff 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 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.

    c. Shredder Fluff: Mixture of ferrous metal, non-ferrous metal and shredder waste from the shredding of automobiles. Materials can consist of glass, fiber, rubber, liquids, plastics and dirt.

2. **TERM.**

    a. The term of this agreement shall be one (1) year, commencing on the 9th day of December 2024 and ending on the 8th day of December 2025.

3. **SERVICES PROVIDED.**

    a. During the term of this agreement, **CUSTOMER** agrees to haul material and/or the **PROVIDER** agrees to provide hauling services upon request as outlined in Exhibit A of this agreement.

    b. Nothing in this agreement shall make the **PROVIDER** responsible for hauling materials, when **PROVIDER** is unable to haul at certain times due to equipment breakdowns or maintenance or shortage of staff.

4. **TERMINATION OF AGREEMENT**

    a. This agreement shall not be terminated prior to completion of one (1) year, without cause, from the commencement date noted in Section 2 of this agreement. Termination for cause can be for any violation of the terms of this contract and requires a 30-day written notice from either party to end the agreement.

5. **CHARGES & PAYMENTS**

    a. Agreed upon tonnage rates and additional terms and conditions of this agreement shall be detailed in Exhibit A of this agreement.

    b. All items disposed of will be charged any required State of Oklahoma or Federal Government fees. These fees are detailed in Exhibit A.

    c. Rates and fees agreed to in this agreement shall not be adjusted during the term of this agreement, with the exception of any regulatory fees that may be set or modified by any agency of the State of Oklahoma or Federal Government.

    d. 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.

    e. 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 accessed for all charges not paid in full by the due date.

    f. **CUSTOMER** agrees to pay all late fees. Failure to pay all charges due can result in suspension and or termination of services and legal action to collect all fees and costs due the **PROVIDER**.

    g. 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. Use of the 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 may incur special use fees.

8. **UNACCEPTABLE WASTE**:

    a. The Sallisaw Solid Waste Facility does not accept hazardous waste, free flowing liquids, white goods and any type of tires.

    b. Non-hazardous industrial waste must have prior approval before it is accepted in the facility.

    c. If **CUSTOMER** causes the delivery to our facility any material which does not conform to the definition of solid waste under this agreement or to the requirements of any applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER**'s request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming material on the vehicle and **CUSTOMER** shall promptly remove the nonconforming material from the facility. **CUSTOMER** shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the **PROVIDER** as of the content of the waste following the discovery of potentially unacceptable wastes.

9. This agreement shall be governed by the laws of the State of Oklahoma.
10. **NOTIFICATIONS:** Notifications related to this agreement shall be sent to:

CUSTOMER	**PROVIDER**
Yaffe Iron & Metal Corporation 118 State Line Arkoma, OK 74901	Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955

IN WITNESS WHEREOF, the parties hereunto have set their hands this 9th day of December 2024.

Sallisaw Municipal Authority	**Yaffe Iron & Metal Corporation**
PROVIDER	**CUSTOMER**
Signature:____________________	Signature: [signature]
Name printed: Robin Haggard	Name printed: ERIC L. CHERRY
Title: Interim General Manager	Title: GM
Date: ________________	Date: 12/6/24
Attest	Attest (if corporation)
____________________	[signature]
Secretary	Secretary of Corporation

Approved as to Form:

By: ____________________________
Jordan Pace
Attorney City of Sallisaw / Sallisaw Municipal Authority

EXHIBIT A

AGREED UPON RATES AND SERVICES TO PROVIDE HAULING AND DISPOSAL SERVICES BETWEEN CUSTOMER'S ARKOMA, OK FACILITY AND THE SALLISAW MUNICIPAL LANDFILL FACILITY.

1. **PROVIDER** agrees to continue using current equipment and employee(s) to provide hauling services for **CUSTOMER upon adequate request**.
2. **PROVIDER** agrees to pick up **CUSTOMER'S** material **upon adequate request** by **CUSTOMER if staff and equipment are available when request is made by CUSTOMER**. Material is commonly referred to as "Shredder Fluff", at their Arkoma, OK facility only.
3. **PROVIDER** agrees to provide services **upon adequate request** during normal work hours of **PROVIDER**. **PROVIDER** shall not be requested to transport and dispose of material during weekends and holidays observed by **PROVIDER**.
4. **PROVIDER**, at minimum, shall provide equipment and employee(s) to transport **upon adequate request by CUSTOMER** within normal work hours. The number of loads actually hauled, shall be dependent upon **CUSTOMER'S** request of material available not exceeding 4 loads per day.
5. **PROVIDER** shall not be in default of this agreement if weather, staffing, equipment failure, or preventive maintenance of equipment prevents hauling services to take place upon adequate request by **CUSTOMER**.
6. For these services, the **PROVIDER** and the **CUSTOMER** agrees to the following rates:
   a. Hauling and disposal services **(Hauled by City of Sallisaw upon adequate request by CUSTOMER)**:

      Year 1: Beginning November 12, 2024, $33.19 per ton plus $1.25 State Fee, Total Fee $34.44 per ton.

   b. Hauling and disposal services **(Hauled by Yaffe/Yaffe Carriers)**:

      Year 1: Beginning November 12, 2024, $31.25 per ton plus $1.25 State Fee, Total Fee $32.50 per ton.

7. **CUSTOMER** agrees to make monthly payments equal to or greater than the amount stated in the billing statement furnished the **CUSTOMER** on a monthly basis. Payments shall be made prior to dates stated on the billing statement. Unpaid invoices will incur a 10% penalty on the total amount due. ***The PROVIDER reserves the right to suspend this agreement for nonpayment of billing statements***

Exhibit A Approval

Sallisaw Municipal Authority **Provider** Signature:__________________________ Name printed: Robin Haggard Title: Interim General Manager Date: ____________________	**Yaffe Iron & Metal Corporation** **Customer** Signature:__________________________ Name printed: Eric L. Cheny Title: GM Date: 12/3/24

Approved as to Form:

By: ________________________________
Jordan Pace
Attorney City of Sallisaw / Sallisaw Municipal Authority

AGENDA ITEM COMMENTARY

Meeting Date:	December 9, 2024
Board:	Sallisaw Municipal Authority
Subject:	Calix Equipment Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 103726, *in an Amount not to Exceed $50,000.00*, Issued to Calix, for the Purchase of Calix Equipment for Telecommunications

INITIATOR: Telecommunications Superintendent
Director of Finance

STAFF INFORMATION SOURCE: Telecommunications Superintendent
Director of Finance

BACKGROUND:

This item is for the purchase of equipment for the continuing network upgrade (replacing older legacy equipment that is nearing end of life). The quote is in the amount of $49,020.00. Staff is requesting an amount not to exceed $50,000.00 in case there are any unexpected costs.

EXHIBITS: 1. 770794A-1_CITY_OF_SALLISAW_721GE_803G_u4_12.2.24

KEY ISSUES:

FUNDING SOURCE: SMA - Customer Premise Equipment GL#090-604-52206
FY 25 Budgeted amount $200,000

RECOMMENDATION: Approval of Purchase Order No. 103726, i*n an amount not to exceed $50,000.00*, issued to Calix.

Network Configuration & Quotation

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	770794A-1
Project Name:	Q4_721GE_803G_u4_12.2.24	Quote Type:	Prem
Quote Description:	Q4_721GE_803G_u4_12.2.24	Date Created:	December 2, 2024
Author Name:	Mike Felling	Date Modified:	December 2, 2024
Contact Name:		Quote Expiration:	January 1, 2025

Equipment Summary

700GE ONT	Price	Qty	Ext. Price
100-05163 721GE ONT, 2 POTS, 2 GE, 1 RF **CLEI:** BVM9T00ARG	$323.40	100	$32,340.00

800 GigaPoint	Price	Qty	Ext. Price
100-04255 803G GigaPoint, 1 GE, 1 POTS, AM Power Adapter **CLEI:** BVMCN10ARA	$116.92	50	$5,846.00

GigaSpire	Price	Qty	Ext. Price
000-01177 GS2028E, GigaSpire BLAST u4, Dual band 2x2 Wi-Fi 6, GE WAN, 2 GE LAN, 1 USB, AM Power Adapter	$117.60	90	$10,584.00

Services	Price	Qty	Ext. Price
110-00073 Freight Charges	$250.00	1	$250.00

Equipment Total	**$49,020.00**
Grand Total	**$49,020.00**

Package Details:

000-01177 package consists of the following:		Qty
100-05493	GS2028E, GigaSpire BLAST u4, Dual band 2x2 Wi-Fi 6, GE WAN, 2 GE LAN, 1 USB, AM Power Adapter	1

Notes & Optional Equipment and Services

All prices are in USD

Due to rounding, some totals may not correspond with the sum of the separate figures.

Calix Warranty - See Purchase Agreement.

Calix does not purchase cargo insurance on your behalf that covers the replacement value of the shipment. If you wish to have any portion of your order insured for shipment, please contact Calix Customer Operations to make the appropriate arrangements and to provide your preferred carrier and account details. Any orders not designated by the customer to be insured will be shipped without insurance and coverage for loss or damage will be the sole responsibility of the customer.

Important Ordering Instructions:

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	770794A-1
Project Name:	Q4_721GE_803G_u4_12.2.24	Quote Type:	Prem
Quote Description:	Q4_721GE_803G_u4_12.2.24	Date Created:	December 2, 2024
Author Name:	Mike Felling	Date Modified:	December 2, 2024
Contact Name:		Quote Expiration:	January 1, 2025

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: om@calix.com
Fax: 707-283-3771

You may check the status of your order at any time on our website. (www.calix.com, click Login)

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	770794A-1
Project Name:	Q4_721GE_803G_u4_12.2.24	Quote Type:	Prem
Quote Description:	Q4_721GE_803G_u4_12.2.24	Date Created:	December 2, 2024
Author Name:	Mike Felling	Date Modified:	December 2, 2024
Contact Name:		Quote Expiration:	January 1, 2025

Optional Summary

Extended Warranty	Price	Qty	Ext. Price
110-01165 Extended Warranty - Upfront - 4 years for 100-04255	$20.16	50	$1,008.00
110-01165 Extended Warranty - Upfront - 4 years for 100-05163	$20.16	100	$2,016.00
110-01165 Extended Warranty - Upfront - 4 years for 100-05493	$20.16	90	$1,814.40

Optional Total **$4,838.40**