

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

April 14, 2025

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

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Discussion and possible action on minutes of regular meeting of March 10, 2025**
- 4. Discussion and possible action on Change Order No. 5 in the amount of \$8,654.81 for the Sallisaw Aquatics Facility Project; Hoey Construction Company**
- 5. Discussion and possible action on Contract for Engineering Services with Neel, Harvell and Associates, P.C. for engineering services related to the Sallisaw Solid Waste Landfill Facility - Tier III Modification for the 62-Acre Lateral Expansion of Permitted Boundary - Mitigation Design for the Corp of Engineers WOTUS Jurisdictional Determination**
- 6. Discussion and possible action on a Sallisaw Waste Disposal Agreement between the Sallisaw Municipal Authority and CARDS River Valley, LLC for a term of one-year**

7. Administrative reports

8. Adjourn

Posted: April 11, 2025

Time: 10:00 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

MARCH 10, 2025

The Sallisaw Municipal Authority met in a regular meeting on March 10, 2025, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXM; by posting at city hall on March 6, 2025, at 5:20 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	None	
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Clint Smith, Chris Carter, Ben Spyres, Kayle Griffin, John Weber, Gene Martin, Jamie Phillips,	General Manager City Attorney Secretary Director of Finance Building Development Director IT Manager Senior Code Inspector Computer Technician Chief Accountant Captain Superintendent - Fleet Maintenance Superintendent - Solid Waste
Others present:	Lynn Adams; Stephanie Six; Michael Hogan; Jeannie Richardson; Tim Floode; JW Fleetwood; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:15 p.m.

Declaration of a quorum

A quorum was declared present.

Discussion and possible action on minutes of regular meeting of February 10, 2025

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

Motion was made by Mendiola, seconded by Moody, for approval of Lease Agreement with Chili Wainscott d.b.a. Lazy W. Productions for use of the rodeo grounds. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton 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 7:17 p.m.

Approved this 14th day of April, 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Sallisaw Municipal Authority
Subject: Change Order No. 5, Aquatics Facility Project

ITEM TITLE: Discussion and possible action on Change Order No. 5 in the amount of \$8,654.81 for the Sallisaw Aquatics Facility Project; Hoey Construction Company

INITIATOR: Hoey Construction, Facility Contractor
PDG, Engineer

STAFF INFORMATION SOURCE: Building Development Director
Engineer
Facility Contractor

BACKGROUND: This is for the electrician to run electric and the circuits to electric hand dryers in the main concession building. And for the purchase of 3 additional hand dryers. This was not included in the initial electrical drawings.

Original Contract -	\$3,342,986.27
Change Order #1 -	\$8,500.00
Change Order #2 -	(\$9,360.67)
Change Order #3 -	Too Costly
Change Order #4 -	(\$10,979.22)
Change Order #5 -	\$ 8,654.81

Total	\$ 3,339,801.19
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EXHIBITS: 1. Change Order 5- Sallisaw Aquatics Facility REVISION

KEY ISSUES: N/A

FUNDING SOURCE: SMA/TSET FUNDS 090-501-57736/021-501-57718

RECOMMENDATION: Approval of Change Order No. 5, in the amount of \$8,654.81 for the Aquatics Facility Project.

4/8/2025

Geoff Evans
Planning Design Group
5314 S. Yale Ave. Tulsa, OK 74135

City of Sallisaw

Subject: Change Order #5 – Sallisaw Aquatic Facility

Attn: Geoff Evans, Brian Heverly, Keith Miller, Robin Haggard

Attached, please find Change Order #5 for the Sallisaw Aquatic Facility, this was requested by Engineers response to RFI #30. This Change Order includes 3 additional hand dryers and 6 additional circuits.

Please be aware that the completion timeline for these changes may vary depending on the response times for approvals, as well as the availability of materials. We will make every effort to expedite the work once approvals are received and materials are secured. We will keep you informed of any potential delays and adjust the project schedule as needed.

We appreciate your prompt attention to this Change Order. Should you have any questions or require further information, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,



DATE: 4/8/2025
PROJECT MANAGER: EH
ESTIMATE BY: EH

SUBTOTAL			\$1,635.00	\$315.00	\$0.00	\$5,376.00	\$7,326.00
FICA	0.00 %			\$0.00			\$0.00
FUTA/SUTA	0.00 %			\$0.00			\$0.00
WORKERS COMPENSATION	0.00 \$/100			\$0.00			\$0.00
EMPLOYEE BENEFITS	1.00 LS			\$0.00			\$0.00
SALES TAX	0.00 %		\$0.00				\$0.00
	0.00 %		\$0.00				\$0.00
SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT INSURANCE	2.5 %				\$0.00		\$0.00
GENERAL LIABILITY INS	0.1 %					\$5.38	\$5.38
BUILDERS RISK INSURANCE	0.25 %					\$13.44	\$13.44
SUBCONTRACTOR BOND	0 %					\$0.00	\$0.00
OH	10 %					\$732.60	\$732.60
FEE	5 %					\$366.30	\$366.30
SUBTOTAL			\$0.00	\$0.00	\$0.00	\$1,117.72	\$1,117.72
PRIMARY SUBTOTAL							\$8,443.72
GC BOND	0.025 CALC						\$211.09
TOTAL							\$8,654.81

Kim Jamison, Secretary

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Sallisaw Municipal Authority
Subject: Solid Waste Facility

ITEM TITLE: Discussion and possible action on Contract for Engineering Services with Neel, Harvell and Associates, P.C. for engineering services related to the Sallisaw Solid Waste Landfill Facility - Tier III Modification for the 62-Acre Lateral Expansion of Permitted Boundary - Mitigation Design for the Corp of Engineers WOTUS Jurisdictional Determination

INITIATOR: City Manager

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

BACKGROUND: This contract will allow Neel, Harvell and Associates to assist Cattails in the preparation of the Corp of Engineers WOTUS Jurisdictional Determination/Mitigation Design in order to complete the CWA Sec.404 permit needed for the Sallisaw Landfill expansion of Cell 8.

EXHIBITS: 1. Mitigation DesignEng Contract 2025

KEY ISSUES:

FUNDING SOURCE: #092-504-57702 - Engineering Infrastructure Improvement Fund - Landfill Not budgeted.

RECOMMENDATION: Staff recommends approval of the agreement.

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **April, 2025**, by and between **NEEL, HARVELL and ASSOCIATES, P.C., CONSULTING ENGINEERS**, hereinafter called ENGINEER, and the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the **SALLISAW SOLID WASTE LANDFILL FACILITY -Tier III Modification for the 62 Acre Lateral Expansion of Permitted Boundary - Mitigation Design for the Corp of Engineers WOTUS Jurisdictional Determination .**NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

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

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of **the Corp of Engineers WOTUS Jurisdictional Determination / Mitigation Design** to complete the **CWA Sec. 404 permit** and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary design and required documents for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the Mitigation Process of the PROJECT.
 - (c) Prepare the detailed Maps, calculations on impact areas (Streams and Wetlands) in the expansion, a list of other agency certifications/permits that have already been obtained for this proposed project to complete the **Corp of Engineers WOTUS Jurisdictional Determination process**, and furnish the OWNER with copies of same, to satisfy all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, satisfactory to the OWNER for the effective coordination and execution of the work.

CONTRACT FOR ENGINEERING SERVICES

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2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER. The fee shall be as follows:
 - (a) For the services outline in paragraphs (a) through (c), the OWNER will pay the ENGINEER for:

Additional Design information for the Corp of Engineers WOTUS Jurisdictional Determination process. This information was requested by the Cattails Environmental, Jodie Burns to complete the Corps' ENG 4345 permit application for the mitigation on the 62 ac Lateral Expansion site.

This additional work was not included in the original engineering contract dated January 2020.

(Hourly Rate)

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

The OWNER shall pay at the hourly rate schedule detailed below:

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

No deductions shall be made from the ENGINEER'S fee on account of penalties assessed by any Regulatory Agencies.

The Engineering Fee shall be due and payable upon the approval by the OWNER upon completion of the **Corp of Engineers WOTUS Jurisdictional Determination process.**

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

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.

CONTRACT FOR ENGINEERING SERVICES

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4. The additional engineering is the property of the OWNER whether the work for which they are made be executed or not.

Copies of the work will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record.

5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed studies and drawings prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

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

OWNER:

SALLISAW MUNICIPAL AUTHORITY
115 East Choctaw
Sallisaw, Oklahoma 74955

ENGINEER:

NEEL, HARVELL and ASSOC., P.C.
CONSULTING ENGINEERS
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
Ernie Martens, Chairman

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

ATTEST:

ATTEST:

BY: _____
Kim Jamison, Secretary

BY: _____
J. Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: April 14, 2025
Board: Sallisaw Municipal Authority
Subject: Solid Waste Disposal Agreement

ITEM TITLE: Discussion and possible action on a Sallisaw Waste Disposal Agreement between the Sallisaw Municipal Authority and CARDS River Valley, LLC for a term of one-year

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: CARDS had a contract to bring solid waste to our Landfill for the past three years with a rate based on 500+ tons per month. When presented with a new 3yr contract with significantly higher rates based on the tonnage they have actually brought, <200tons, they balked and claimed that if given a year to finish a transfer station they would be in a much better bargaining position. This contract reflects an increase in fees that they would've expected based on the last contract. Then, next year, we can come back to the table and assess conditions and develop a new one.

EXHIBITS: 1. CARDS LLC Contract 4.11.25 - CARDS Revised (Redline)

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 14th day of April, 2025, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and CARDS River Valley, LLC, 3739 N. Steele Blvd., Suite 300, Fayetteville, AR 72703, 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 one (1) year, commencing on April 14th, 2025, and ending on April 13th, 2026.

SOLID WASTE DISPOSAL AGREEMENT

3. SERVICES PROVIDED AND AGREED UPON TONNAGE RATE.

- a. During the term of this agreement, **CUSTOMER** shall provide solid waste material and the **PROVIDER** shall provide landfill facility for disposal.
- b. During the term of this agreement, in exchange for the agreed upon tonnage rate stated in Paragraph 3(c) of this agreement, the **CUSTOMER** will utilize the **PROVIDER'S** landfill facility for disposal of its solid waste material. **CUSTOMER** shall bring a minimum of five hundred (500) tons of solid waste material per month to the **PROVIDER'S** facility. To account for operational issues and other factors that could affect **CUSTOMER'S** hauling to the **PROVIDER'S** facility, the tonnage over each three (3) month period must average five hundred (500) tons per month.
- c. During the term of this agreement, beginning on the dates noted in this section, **PROVIDER** shall charge **CUSTOMER** an aggregate rate as follows:
 - i. Year 1: April 14, 2025 to April 13, 2026:
\$30.75 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$32.00.
- d. During the term of this agreement, if the tonnage disposed of exceeds six hundred (600) tons in any given month, the **CUSTOMER** shall receive a discount of \$1.75 per ton starting with the 601st ton.
- e. 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. Provided the tonnage amounts in 3.b above are met, this agreement shall start and end according to Paragraph 2, TERM, above.
- b. If the tonnage amounts in 3.b. above **are not met**, the **PROVIDER**, may seek to terminate this agreement as allowed in Section 4. Both **CUSTOMER** and **PROVIDER** agree to discuss issues with tonnage shortage prior to **PROVIDER** giving notice to terminate this agreement.
- c. Either party to this agreement, may terminate this agreement with a ninety (90) day written notification made to either party.
- d. If terminated, for any tonnage it delivers thereafter to Provider's landfill for disposal, **CUSTOMER** shall pay the established disposal fee as approved in the City of Sallisaw Master Fee Schedule.

5. CHARGES & PAYMENTS

- a. All items disposed of will be charged all applicable Federal, State or other regulatory fees.

SOLID WASTE DISPOSAL AGREEMENT

- 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 \$150.00 per hour.
9. **UNACCEPTABLE WASTE:**
- a. The Sallisaw Solid Waste Facility does not accept hazardous waste, free flowing liquids, white goods and any type of tires.
 - b. Non-hazardous industrial waste must have prior approval before it is accepted in the facility.
 - c. If **CUSTOMER** causes the delivery to our facility any material which does not conform to the definition of solid waste under this agreement or to the requirements of any applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER's** request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming material on the vehicle and **CUSTOMER** shall promptly remove the nonconforming material from the facility. **CUSTOMER** shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the **PROVIDER** as of the content of the waste following the discovery of potentially unacceptable wastes.
10. This agreement shall be governed by the laws of the State of Oklahoma.
11. **NOTIFICATIONS:** Notifications related to this agreement shall be sent to:

PROVIDER	CUSTOMER
Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955	CARDS <u>NEO</u> , LLC <u>3739 N. Steele Blvd.,</u> <u>Suite 300</u> <u>Fayetteville, AR 72703</u>

SOLID WASTE DISPOSAL AGREEMENT

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

Sallisaw Municipal Authority PROVIDER Signature: _____ Name printed: _____ Title: _____ Date: _____ Attest _____ Secretary	<u>CARDS River Valley, LLC</u> CUSTOMER Signature: _____ Name printed: _____ Title: _____ Date: _____ Attest (if corporation) _____ Secretary of Corporation
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Approved as to Form:

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