

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

December 8, 2025

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

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

A G E N D A

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

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Possible action on minutes of regular meeting of November 10, 2025**
- 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 Purchase Order No. 107395, *in an amount not to exceed \$50,000.00*, Issued to Calix, for the purchase of Calix XGS PON ONTs for Telecommunications**
- 6. Discussion and possible action on a one (1) year Solid Waste Disposal Agreement with Yaffe Iron and Metal Corporation of Arkoma, Oklahoma**
- 7. Possible action to convene in Executive Session as Authorized by Title 25 O.S.,§ 307(B)(3) for discussion concerning the potential purchase of real property**

8. Action to reconvene to Regular Session

9. Possible action or direction pursuant to Executive Session regarding the purchase of real property

10. Adjourn

Posted: December 4, 2025

Time: 9:45 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

NOVEMBER 10, 2025

The Sallisaw Municipal Authority met in a regular meeting on November 10, 2025, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXMX; by posting at city hall on November 6, 2025, at 5:15 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,	Chairman Trustee, Ward 1 Trustee, Ward 2 Trustee, Ward 3
Members absent:	Brad Hamilton,	Trustee, Ward 4
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Christian Sizemore, Kayle Griffin, Gene Martin, John Weber, Wesley McGuirt,	General Manager City Attorney Secretary Director of Finance Building Development Director Network Manager Chief Accountant Director - Fleet Services Captain Patrolman
Others present:	Lynn Adams; Tim Davis; Tim A. Foote; Dawn Butler; Pamela Gay; Julie Becker; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 6:02 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of October 13, 2025

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

Discussion concerning loan closing documents and presentation of a check by the Oklahoma Water Resources Board (OWRB) for a 100% loan forgiveness CWSRF loan in the amount of \$1,457,142.85 to be utilized for the planning and design of a new Wastewater Treatment Plant, and possible action

Mr. Tim Davis presented a check in the amount of \$1,457,142.85 on behalf of the Oklahoma Water Resources Board for the planning and design of a new Wastewater Treatment Plant.

Discussion and possible action on the 2026 Calendar Year Schedule of Regular Meeting Dates

Motion was made by Moody, seconded by Mendiola, for approval of the 2026 schedule of regular meeting dates. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

Possible action to convene in Executive Session as Authorized by Title 25 O.S., § 307(B)(3) for discussion concerning the potential purchase of real property

The City Attorney recommended Executive Session. Motion was made Mendiola, seconded by Bailey, to convene in Executive Session. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0. Executive session began at 6:06 p.m.

Action to reconvene to Regular Session

Motion was made by Mendiola, seconded by Moody, to reconvene to regular session. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0. Regular session reconvened at 6:34 p.m.

Possible action or direction pursuant to Executive Session regarding the purchase of real property

Motion was made by Moody, seconded by Mendiola, to direct the City Manager to proceed as discussed in executive session. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

Adjourn

Motion was made by Moody, seconded by Bailey, to adjourn. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. The meeting ended at 6:35 p.m.

Approved this 8th day of December 2025.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
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 investment 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 of Sallisaw for 245 days at 4.09%.

EXHIBITS: 1. SMA CD

KEY ISSUES: None

FUNDING SOURCE: N/A

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

SALLISAW MUNICIPAL AUTHORITY

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

DECEMBER 8, 2025

<u>Fund</u>	<u>Amount</u>
SALLISAW MUN AUTH	\$544,828.86

<u>Days</u>	<u>Firststar</u>	<u>National</u>	<u>Armstrong</u>	<u>Local</u>
126	<u>3.15%</u>	<u>3.75%</u>	<u>3.80%</u>	<u>4.02%</u>
245	<u>3.60%</u>	<u>3.55%</u>	<u>3.65%</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 Sallisaw Municipal Authority requests quotes on time deposits of idle funds for the time specified below beginning on December 10, 2025:

<u>FUND</u>	<u>AMOUNT</u>	<u>DAYS</u>	<u>MATURITY</u>	<u>QUOTE</u>
Sallisaw Mun Auth	\$544,828.86*	126	April 15, 2026	<u>3.80</u>
		245	August 12, 2026	<u>3.65</u>

Quotes will be received by the City Clerk via e-mail; kjamison@sallisawok.org and must be received by 10:00 a.m., December 3, 2025. Quotes will then be reviewed. Recommendation for award will be presented at the regular meeting of The Sallisaw Municipal Authority, immediately following the Board of City Commissioners, beginning at 6:00 p.m., December 8, 2025.

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: 12/3/2025

By: Megan McHale

*Estimated



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Sallisaw Mun Auth	\$544,828.86*	126	April 15, 2026	<u>3.15%</u>
		245	August 12, 2026	<u>3.60%</u>

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Kim Jamison, City Clerk

Submitted by:

Firststar Bank
(Print Bank Name)

Date: 12-2-2025

By: Erin Kan Sup/Market President

*Estimated



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Sallisaw Mun Auth	\$544,828.86*	126	April 15, 2026	<u>3.75%</u>
		245	August 12, 2026	<u>3.55%</u>

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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:

12/3/25

By:

[Signature]
Pres

*Estimated



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Sallisaw Mun Auth	\$544,828.86*	126	April 15, 2026	<u>4.02</u>
		245	August 12, 2026	<u>4.09</u>

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Kim Jamison, City Clerk

Submitted by:

Local Bank
(Print Bank Name)

Date: 12/2/25
By: Dereka Watt
for Inez Girdner

*Estimated

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Sallisaw Municipal Authority
Subject: Calix Equipment Purchase

ITEM TITLE: Discussion and possible action on Purchase Order No. 107395, *in an amount not to exceed \$50,000.00*, Issued to Calix, for the purchase of Calix XGS PON ONTs for Telecommunications

INITIATOR: IT Director

STAFF INFORMATION SOURCE: Director - IT

BACKGROUND:

These units will be used to begin upgrading ONTs at customer locations in conjunction with our new XGS PON gear that Council approved purchase of in August and is expected to be delivered next week. These upgraded units will allow us to offer multi-gig speeds in the upgraded areas.

EXHIBITS: 1. PO#107395

KEY ISSUES:

FUNDING SOURCE: SMA - GL#090-604-52205 - Telecom Headend Equipment

RECOMMENDATION: Approval of Purchase Order No. 107395 *in an amount not to exceed \$50,000.00*, issued to Calix.



Network Configuration & Quotation

Customer Name: CITY OF SALLISAW DBA DIAMONDNET
Project Name: 7u10t.2 - City of Sallisaw - 2025.10.23
Quote Description: 7u10txg.2 - City of Sallisaw - 2025.10.23
Author Name: Mike Felling
Contact Name:

Quote Reference Number: 793859A-1
Quote Type: Prem
Date Created: November 12, 2025
Date Modified: November 13, 2025
Quote Expiration: December 13, 2025



Equipment Summary

GigaSpire4	Price	Qty	Ext. Price
100-06138	\$266.00	1	\$266.00
GigaSpire 7u10t.2, GS4139E, Triband 2+4+4 Wi-Fi 7 RG/Mesh, 10GE WAN, 10GE + 2.5GE + 2 GE LAN, 1 POTS, USB, AM PA			
100-06139	\$323.00	150	\$48,450.00
GigaSpire 7u10txg.2, GS4139XG, Triband 2+4+4 Wi-Fi 7 RG/Mesh, XGS WAN, 10GE + 2.5GE + 2 GE LAN, 1 POTS, USB, AM PA			

Services	Price	Qty	Ext. Price
110-00073	\$492.00	1	\$492.00
Freight Charges			

Equipment Total	\$49,208.00
Grand Total	\$49,208.00

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:

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)

AGENDA ITEM COMMENTARY

Meeting Date: December 8, 2025
Board: Sallisaw Municipal Authority
Subject: Disposal Agreement

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

INITIATOR: General Manager
Landfill Superintendent
Yaffe Iron

STAFF INFORMATION SOURCE: Staff
Yaffe Iron

BACKGROUND: Yaffe Iron & Metal Corporation currently brings approximately 400 tons per month to the landfill facility. This contract will set the pricing on this tonnage for \$33.50 per ton (\$32.25 + \$1.25 state fee) if Yaffe hauls. And \$35.44 (\$34.19 + \$1.25 state fee) if the city hauls.

EXHIBITS: 1. Yaffe Agreement. Not Finalized

KEY ISSUES: NA

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Agreement with Yaffe Iron and Metal Corporation

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 8th day of December 2025 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 8th day of December 2025 and ending on the 7th day of December 2026.

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 assessed 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

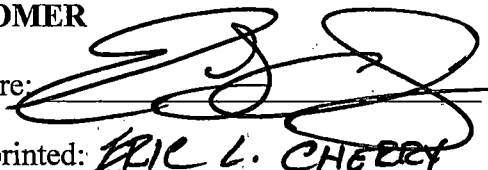
applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER**'s request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming 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 8th day of December 2025.

Sallisaw Municipal Authority PROVIDER Signature: _____ Name printed: Ernie Martens Title: Chairman Date: _____ Attest _____ Secretary	Yaffe Iron & Metal Corporation CUSTOMER Signature:  Name printed: <u>ERIC L. CHERRY</u> Title: <u>GM</u> Date: <u>12/3/2025</u> Attest (if corporation) _____ Secretary of Corporation
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Approved as to Form:

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

EXHIBIT A

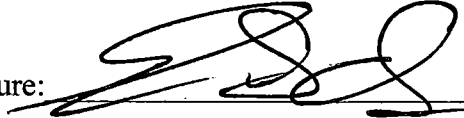
AGREED UPON RATES AND SERVICES TO PROVIDE HAULING AND DISPOSAL SERVICES BETWEEN CUSTOMER'S ARKOMA, OK FACILITY AND THE SALLISAW MUNICIPAL LANDFILL FACILITY.

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 December 8, 2025, \$34.19 per ton plus \$1.25 State Fee, Total Fee \$35.44 per ton.
 - b. Hauling and disposal services (**Hauled by Yaffe/Yaffe Carriers**):

Year 1: Beginning December 8, 2025, \$32.25 per ton plus \$1.25 State Fee, Total Fee \$33.50 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: Ernie Martens Title: Chairman Date: _____	Yaffe Iron & Metal Corporation Customer Signature:  Name printed: <u>ERIC L. CHERRY</u> Title: <u>GM</u> Date: <u>12/3/2025</u>
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Approved as to Form:

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