

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

March 9, 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 February 9, 2026**
- 4. Discussion and possible action on a 3-year Service Order Form for Backbone Services with GTT Americas LLC for Ethernet 10000M for DiamondNet**
- 5. Consider Approval of Resolution 2026-01; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions***
- 6. Discussion and possible action on a Sallisaw Waste Disposal Agreement between the Sallisaw Municipal Authority and Central Arkansas Recycling and Disposal Services, LLC for a term of one-year ending April 13, 2027**
- 7. Discussion and possible action on Resolution No. 2026-02; *A Resolution***

Amending the Master Fee Schedule for the City of Sallisaw by Adding an Addendum Establishing Right-of-Way fees, and superseding Previous Resolutions to the Extent They are Inconsistent

8. Adjourn

Posted: March 5, 2026

Time: 5:20 p.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

FEBRUARY 9, 2026

The Sallisaw Municipal Authority met in a regular meeting on February 9, 2026, 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 February 9, 2026, at 9:45 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Josh Bailey, Julian Mendiola, Brad Hamilton,	Chairman Trustee, Ward 2 Trustee, Ward 3 Trustee, Ward 4
Members absent:	Kenny Moody,	Trustee, Ward 1
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Chris Carter, Gene Martin,	General Manager City Attorney Secretary Director of Finance Senior Code Inspector Director - Fleet Services
Others present:	Lynn Adams; Tim A. Foote; Marley Abell; Mike Hogan; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 7:02 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of January 12, 2026

Motion was made by Mendiola, seconded by Bailey, for approval of the minutes of January 12, 2026. Vote: Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Contract for Engineering Services between Neel, Harvell and Associates, P.C. and The Sallisaw Municipal Authority for Sanitary Sewer System Improvements (Mockingbird/Ridge Drive)

Motion was made by Bailey, seconded by Hamilton, for approval of the Engineering Services with Neel, Harvell, and Associates. Vote: Bailey aye; Hamilton aye; Mendiola aye; Martens aye. Motion carried 4-0.

Discussion and possible action on a Solid Waste Disposal Agreement with the Town of Muldrow, Oklahoma, for a 3-year term, ending February 28, 2029

Motion was made by Mendiola, seconded by Bailey, for approval of the Solid Waste Disposal Agreement with the Town of Muldrow. Vote: Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 4-0.

Discussion and possible action on Solid Waste Disposal Agreement with Roland Utility Authority, Roland, Oklahoma, for a 3-year term, ending February 28, 2029

Motion was made by Mendiola, seconded by Bailey, for approval of the Solid Waste Disposal Agreement with Roland. Vote: Mendiola aye; Bailey aye; Hamilton aye; Martens 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; Martens aye. Motion carried 4-0. The meeting ended at 7:06 p.m.

Approved this 9th day of March, 2026.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Sallisaw Municipal Authority
Subject: Broadband Backbone Feed

ITEM TITLE: Discussion and possible action on a 3-year Service Order Form for Backbone Services with GTT Americas LLC for Ethernet 10000M for DiamondNet

INITIATOR: General Manager
Telecommunications Superintendent
Director of Finance

STAFF INFORMATION SOURCE: GTT

BACKGROUND: Approval of this item will allow us to add an additional 10000M Internet feed to our DiamondNet data stream. The agreement is with GTT Americas LLC, via a three-year participation agreement. This new feed will give us three distinct Internet backbone feeds coming into our system allowing for more redundancy and better network uptime.

EXHIBITS: 1. ServiceOrder

KEY ISSUES:

- Cost of the service is \$2,135.00 monthly.

FUNDING SOURCE: SMA Fund 90, 90-604-55520, Internet Backbone.

RECOMMENDATION: Approval of the Service Order Form with GTT Americas LLC.



SERVICE ORDER FORM
Sallisaw Municipal Authority

GTT Americas LLC
4201 Wilson Blvd Suite 504
Arlington, VA 22203
USA
703-442-5500
www.gtt.net

Sales Rep Name: Leo Rosen
Phone:
Email: Leo.Rosen@gtt.net
Proposal Date: Mar 2, 2026
Proposal Expiration Date: Apr 2, 2026
PON: PON 2877272

Summary

GTT Billing Information						
GTT Billing Entity		GTT Americas LLC				
GTT Billing Address		4201 Wilson Blvd Suite 504 Arlington, VA 22203 USA				
GTT Tax Registration Number		202096338				
Billing Information						
BAN: T196638		Billing Company: Sallisaw Municipal Authority				
Billing Address: 115 E Choctaw Ave Sallisaw, Oklahoma 74955 USA						
Billing Contact: Randy Sizemore		Billing Phone: TBA		Billing Email: purchasing@sallisawok.org		
Account PO: TBA		Tax Registration Number: TBA				
Service Details PON 2877272						
Service Type: DIA		Order Type: New		Term (months): 36		
Child Account: 144495						
Speed: 10000 Mbps				MTU: 9126		
AS Number: 3257						
Address: 801 W Eppler Rd Sallisaw, OK 74955 USA			A Port Type: 10G	A Media Type: Single-Mode Fiber	Site Alias: 918561	
Order Item ID	Description	QTY	UNIT MRR	UNIT NRR	MRR	NRR
2877272-9419536	Ethernet - 10000M	1	\$2,135.00	\$300.00	\$2,135.00	\$300.00
					MRR	NRR
Total					\$2,135.00	\$300.00

Notes

1. Service(s) appearing on this Service Order Form ("SOF") will be governed by the Standard Terms and Conditions ("Standard Terms") attached hereto. If the parties subsequently enter into a Master Services Agreement ("MSA"), then the MSA between the parties shall govern. Section 2 (Service Term and Commitments) of the Standard Terms is modified to specify that upon the expiration of the Initial Service Term, the term of this Service Order shall continue thereafter on a month to month basis (each Renewal Service Term) subject to any price increases to the related MRR, upon 30 days' notice to Client until either Party provides at least 30 days' written notice to terminate or is terminated as otherwise as provided herein. Section 4.C (Invoicing and Charges) of the Standard Terms shall have no force or effect.
2. GTT's acceptance of this SOF and delivery and provision of Service at stated charges are subject to the continuing availability of capacity and facilities and any end-of-life discontinuance. GTT may replace, based on its commercially reasonable discretion, third-party service components with functionally equivalent solutions.
3. Charges quoted do not include additional wiring outside of telco demarc or charges for other special installation or construction requirements.
4. Pricing does not include taxes, fees or surcharges.
5. Each order number set forth on this form shall be considered a separate Service Order for all purposes.
6. GTT may deem a Service terminated and subject to applicable early termination charges if delivery is prevented due to factors within Client's responsibility and not cured within fourteen (14) days' notice.
7. In the event GTT dispatches a technician to a site for troubleshooting and determines that the cause resulted from a factor caused by Client or on Client's side of the Service demarcation point, GTT may charge its standard rates and charges for such dispatch.
8. The Parties acknowledge that GTT's [Privacy Notice](#) applies to GTT's limited processing of personal data as described therein. If and to the extent required by applicable data protection laws and/or necessitated by nature of the Services, the Parties agree that GTT's Data Processing Agreement, as published in GTT's [Privacy Center](#), governs the relationship between the parties in any further processing activities.
9. Client shall comply with applicable restrictive sanctions or export controls adopted by the United Nations or implemented by the European Union, a Member State, the United Kingdom, or the United States.
10. Proprietary and Confidential.

The person signing below represents that s/he is authorized to accept this SOF on behalf of Client.

Client Approval:

By: _____ Title: _____

Print Name: _____ Date: _____

STANDARD TERMS AND CONDITIONS

Markups shall have no force or effect

1. **Provision of the Services(s).** GTT will provide Client, identified on this service order form ("Service Order Form" or "SOF") the services ordered herein ("Service(s)"). The Service Order Form has been issued and agreed upon pursuant to these standard terms and conditions ("Standard Terms") and these Standard Terms are an integral part of the SOF. This Service Order Form may contain multiple Services, and, in such case, it may also be referred to as "Master Service Order Form" or "Master SOF". GTT and Client may be referred to in these Standard Terms individually as a "Party" and/or collectively as the "Parties". Prior to the Start of Service Date (defined below), GTT reserves the right to reject or cancel any Service under the SOF in its commercially reasonable discretion. GTT's provision of the Services is subject to the continuing availability of capacity and facilities and any end-of-life discontinuance. GTT may replace, based on its commercially reasonable discretion, third-party service components with functionally equivalent solutions.
2. **Service Term and Commitments.** Subject to Section 8 below, a Service shall be provided as of its Start of Service Date and for the term specified in the SOF ("Initial Service Term"). Unless one of the Parties provides written notice of termination to the other Party on or before ninety (90) days prior to the expiration of a Service Term, the term of the related Service **shall automatically continue in full force thereafter on an annual basis** (each a "Renewal Service Term") (the Initial Service Term together with any Renewal Service Term(s) shall collectively be referred to as the "Service Term"). Termination shall be effective at the end of the calendar month in which the written notice expires. If a minimum aggregate volume or revenue commitment applies, whether it be monthly, annual or as otherwise agreed ("Minimum Commitment"), Client agrees to pay any shortfall in achieving the applicable Minimum Commitment equal to the difference between the MRRs actually billed and the sum of the Minimum Commitment during the applicable commitment period ("Shortfall").
3. **Service Activation.**
 - A. **Start of Service Date.** After GTT determines a delivered Service conforms to the relevant Service specifications, GTT will notify Client (in writing or electronically) that the Service is activated and available for use ("Start of Service Letter"). GTT may incrementally deliver individual Services or locations specified in the SOF, when ready, which may result in different Start of Service Dates for each incrementally delivered Service or location. Client shall have two (2) business days to notify GTT that it is rejecting the Service as a result of its failure to meet the applicable Service specifications. The "Start of Service Date" shall be the earlier of (i) the date that Client begins using the Service for any purpose other than testing or (ii) the date of the Start of Service Letter. Client's failure to test or delay in testing the Service or failure to utilize or delay in utilizing the Service on or after the date of the Start of Service Letter shall not prevent GTT from invoicing the Client for the Service.
 - B. **Client Readiness.** If the Start of Service Date is delayed as a result of (i) Client's failure to timely complete and submit to GTT the related GTT Provisioning Document (including, without limitation, the Technical Architecture Document (TAD)) or timely meet GTT's product deployment requirements as described in the applicable product Client Engagement Guide(s) or other authorizations, or meet its responsibilities under these Standard Terms, applicable Service Schedule, the SOF or another relevant contract document, or have ready the necessary interconnection facilities and equipment for GTT to deliver a Service or for Client to test and turnup a delivered Service; or any other action or inaction of Client which prevents GTT from installing or delivering Service, provided that in each of the following cases GTT has informed the Client of such delay, then if Client fails to cure such failure within fourteen (14) days, GTT may deem the Service cancelled and Client shall pay to GTT the related early termination charge.
4. **Invoicing and Charges.**
 - A. GTT charges Client for each Service commencing on the Start of Service Date. GTT may invoice Client the non-recurring rate ("NRR") charge specified in the SOF prior to the Start of Service Date. GTT shall invoice Client via electronic delivery, and Client shall pay in advance on a monthly basis for all Services, the monthly recurring rate ("MRR") charge(s) set forth in the SOF, and all applicable excise, sales, use, VAT, customs and import taxes or other taxes, fees, surcharges, and/or recovery charges, however designated, imposed upon or authorized as a result of GTT's sale of the Services. Usage based charges or professional fee charges will be invoiced in the invoice period after such Services have been provided. GTT may adjust charges during a Renewal Service Term, upon thirty (30) days written notice to Client.
 - B. All payments made by Client under the SOF shall be made without any deduction or withholding for or on account of any applicable taxes. To the extent that any deduction or withholding of taxes is required at any time, by any applicable law, Client shall increase the amount of such payment to ensure that GTT receives the amount it would have received had no deduction or withholding been required and indemnify and hold GTT harmless on an after-tax basis from and against any such withholding, interest or penalties levied or asserted against GTT in connection therewith. If Client provides GTT with a valid direct payment permit, sale for resale exemption certificate, sales tax exemption certificate or other applicable exemption certificate acceptable to GTT, then following GTT's receipt of such exemption certificate and proof on an annual or other basis of continued exemption from time to time, GTT will not invoice the taxes or other fees covered by the exemption certificate(s), if such exemption certificate is applicable to the Services provided. A tax exemption certificate or resale certificate is not applicable to certain surcharges.
 - C. After twelve (12) months from the Start of Service Date of a Service and annually thereafter, in addition to any other rights, GTT reserves the right to review the related charges and may increase such charges by the lesser of (i) ten percent (10%) or (ii) the percentage increase, for the previous twelve (12) month period, in the applicable local inflation index of the country where the GTT billing entity specified on the SOF is registered.
5. **Payment.** All invoice payments are due within thirty (30) days from the date of invoice ("Due Date"), payable by ACH or a pre-approved payment method designated by GTT (for example via check payment to lockbox). If any undisputed amount due on any invoice is not received by GTT by the Due Date, then, in addition to any other remedies available to GTT (including, but not limited to, those set forth in Section 8, GTT may in its sole discretion: charge interest, at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowable under law, commencing as of the Due Date through the date of GTT's receipt of payment; and/or place Client's account on a Credit Hold in accordance with Section 6 below. Except for bona fide disputes submitted in accordance with Section 7 of these Standard Terms, payments due are not subject to reduction, set-off, or adjustment of any nature by Client. If GTT initiates legal action to pursue collection of any undisputed amount due under these Standard Terms or the SOF, Client shall be responsible for and agrees to pay for any and all reasonable attorneys' fees and expenses incurred by GTT.
6. **Credit.** GTT reserves the right to conduct a review of Client's credit rating, credit history, and payment history at any time. GTT may place Client's account on a Credit Hold if: there has been a materially adverse change in Client's financial condition; or Client has been late in paying its undisputed charges on invoices by the Due Date; or Client does not timely respond to GTT's communications and/or propose a

- repayment plan acceptable to GTT, in its commercially reasonable discretion, regarding unpaid disputed charges. GTT will provide Client at least seven (7) days' advance written notice prior to placing Client's account on Credit Hold. During those seven (7) days, GTT will use commercially reasonable efforts to work with Client to reach a mutually agreeable repayment plan prior to instituting the Credit Hold. "Credit Hold" means that GTT will not accept SOFs for new Services from Client and all activity for Services in delivery but not active shall be suspended until the Client's account is released from Credit Hold by GTT.
7. **Disputes.** If Client reasonably and in good faith disputes any portion of GTT's invoice, Client shall, within thirty (30) days of the invoice date, submit written notice through the customer portal EnvisionDX to GTT of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Client does not deliver such written notice within thirty (30) days of the invoice date, the invoice and all charges thereon will be deemed correct, and Client shall have waived its rights to dispute the invoice. Client's dispute as to any portion of the invoice shall not excuse Client's obligation to pay the undisputed portion of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any disputes within fifteen (15) days following GTT's receipt of Client's timely written notice. Any amounts that GTT determines to be in error shall be adjusted by issuance of a credit memo. Any disputed amounts that GTT determines to be correct as billed shall be due and payable by Client, upon notification and demand by GTT, along with any charges that GTT may impose pursuant to Section 5 above.
 8. **Termination and Suspension.**
 - A. By GTT. GTT may terminate these Standard Terms or cancel or terminate any and all SOFs, in whole or in part, or suspend Services without any liability at any time upon: (1) any failure of Client to timely pay any and all undisputed amounts due hereunder if Client fails to cure such non-payment within ten (10) calendar days after receiving written notice of such non-payment from GTT; (2) a violation of AUP or Subsection 16.G (Sanctions and Export Control Compliance) or any incurable material breach by Client of any provision of these Standard Terms or the SOF, or in case the material breach is curable, if Client fails to cure such breach within thirty (30) calendar days after receiving such written notice of such breach from GTT; (3) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Client; or (4) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination.
 - B. By Client. Client may cancel or terminate the affected Service(s) for cause that are materially breached, without any liability at any time upon: (1) any incurable material breach by GTT of any provision of these Standard Terms or the SOF or in case the material breach is curable, if GTT fails to cure such breach within thirty (30) days after receiving written notice thereof from Client; (2) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to GTT; or (3) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination, if Client terminates or cancels a Service for any other reason ("Convenience"), it must provide at least ninety (90) days written notice, subject to paying early termination charges in Subsection (C) (below). In such cases, termination is effective no earlier than the end of the calendar month in which the written notice expires.
 - C. If (1) Client cancels or terminates a Service prior to the end of the Service Term for Convenience; or (2) GTT terminates these Standard Terms and/or any Service(s) prior to the end of the Service Term pursuant to Subsections 8.A.1, 8.A.2 or 8.A.3, then in addition to any other rights or remedies available to GTT hereunder, at law, or in equity, Client shall pay GTT an early termination charge (as liquidated damages and not as a penalty) equal to:
 - i. all unpaid, waived, discounted, and/or amortized NRR charges associated with the terminated Service(s) and, if applicable, unpaid Shortfalls; plus
 - ii. all MRR charges specified for the terminated Service for all remaining months of the unexpired balance of the related Service Term of the terminated Service; plus
 - iii. to the extent greater than the amount in Subsection 8.C.ii above, the aggregate fees, charges, expenses, and taxes payable by GTT (including, but not limited to, liquidated damages, and disconnection, early cancellation, or termination charges payable to third parties) charged as a result of the canceled or terminated Service(s).
 - D. Client's obligation to pay the related service charge shall not be relieved, if Service is suspended by GTT because of any non-payment or other breach of these Standard Terms by Client and no Service Outage (defined under Subsection 9.A below) shall be deemed to have occurred as a result of such suspension. Upon expiration or termination, neither Party shall owe the other any further duties, obligations, or consideration; provided, however, that expiration or termination of these Standard Terms shall not affect the rights or obligations of either Party that have arisen before the date of expiration or termination, nor shall Client or GTT be relieved of any liabilities arising prior to such termination. Client must pay for Services until actual disconnection if any delay in disconnection is due to the actions of a third-party provider. Upon disconnection, early termination charges will become due in accordance with Subsection 8.C above.
 9. **Service Performance; Maintenance.**
 - A. Services will be activated, provided and provisioned in accordance with the delivery, availability, reporting, response time, restoration and maintenance objectives of the applicable Service Schedule(s). In the event of a failure to perform in accordance with objectives of the applicable Service Schedule(s) or interruption in the Service ("Service Outage"), Client shall be entitled to a service credit and/or termination right pursuant to the applicable Service Schedule(s). Credit and termination right allowances shall be measured only after GTT's receipt of written notice of a Service Outage from Client and will be provided via credit note only if Client provides written notice with respect to obtaining such credit and/or termination right within thirty (30) days of the Service Outage occurring. Under no circumstance shall a Service Outage be deemed a breach under these Standard Terms, any Service Schedule or the SOF. Client's sole remedy for the failure or non-performance of the Service or equipment to meet the performance and Service levels of the applicable Service Schedule shall be to receive a credit or cancel the affected Service as set forth in applicable Service Schedule.
 - B. Service availability, and Service Outages, are subject to the following exclusions: a Service Outage will be deemed to have occurred only if the Service becomes unusable to Client as a result of the inability of GTT's facilities, equipment or personnel to provide the Service, and only when the Service Outage is not the result of: (1) fault or negligence of Client or its contractors, agents, representatives, or users; (2) the failure of interconnecting facilities or other equipment not part of GTT's Service or facilities or not within GTT's reasonable control; (3) any emergency maintenance or scheduled maintenance; or (4) Force Majeure. GTT shall use commercially reasonable efforts to perform routine maintenance at mutually agreeable times. In the event GTT dispatches a technician to a site for troubleshooting and determines that the cause resulted from a factor caused by Client or occurred on Client's side of the Service demarcation point, GTT may charge its standard rates and charges for such dispatch.

10. **Force Majeure.** Neither Party will be in default or otherwise liable for any Service Outage, delay, or failure of its performance under these Standard Terms or the SOF to the extent such Service Outage, delay, or failure to perform arises by reason of any cause or circumstance beyond the reasonable control of the affected Party, including but not limited to, reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party (including but not limited to failure of an underlying third party provider to timely process an application), cable cut, subsea cable damage, inability to secure materials, labor or transportation, epidemic or catastrophe (each constituting a "Force Majeure").
11. **Limitation of Liability and Disclaimer of Warranties; Indemnity.**
- A. Except as set forth in these Standard Terms, Service Schedule, the SOF and to the extent permissible under applicable law, GTT does not make, and expressly disclaims and excludes to the fullest extent, any warranties, guarantees, conditions, representations or other agreements, express or implied (either in fact or by operation of law, statutory or otherwise), to Client or any third party with respect to the Service or equipment, including, without limitation, any conditions or warranties of merchantability, satisfactory quality or fitness for a particular purpose or otherwise. GTT shall provide and maintain the Service to Client as specified herein
- B. In no event shall a Party be liable to the other Party under any circumstances, howsoever arising out of, or in connection with, these Standard Terms for: (i) any loss of actual or anticipated profit, (ii) loss of income or revenue, (iii) loss of goodwill, opportunity, business or contract, (iv) loss, destruction or corruption of data or technology, (v) business interruption, downtime costs, or any wasted expenditure or time, (vi) loss of anticipated savings, (vii) loss of use of any property, (viii) cost of substitute performance, equipment or services, in each of the foregoing cases, whether such loss or cost is direct, indirect or consequential; or any indirect, special, incidental, exemplary, punitive or consequential losses or damages. The exclusions in this Subsection 11.B shall apply whether or not the costs, losses or damages were caused by the acts or omissions of a Party's employees or agents, and regardless of whether it has been informed of, or could have foreseen, the possibility or likelihood of such losses. A Party's cumulative liability to the other Party for any claim, loss, cost, expense, or damages under these Standard Terms or the SOF shall in no event exceed the sum actually paid by Client to GTT for the affected Service during the twelve (12) month period preceding the date such claim first arose. The foregoing exclusions and limitations apply to all causes of action and claims of any kind arising out of or related to these Standard Terms or the SOF including, without limitation, breach of contract, breach of warranty or condition, under an indemnity or otherwise (unless expressly provided), strict liability, breach of statutory duty, negligence, misrepresentation, or any other tort. Client acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. For purposes of this Section 11, all references to a Party shall include its affiliates, agents, suppliers, officers, directors, shareholders, and employees. In no event shall GTT's third-party suppliers be directly liable to Client or any other party for any loss or damage arising out of the provision of Services or equipment hereunder.
- C. Each Party shall protect, defend and indemnify, and hold harmless the other Party, its officers, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses, judgements and causes of action arising from or in connection with damage to property caused by the gross negligence or willful misconduct of the indemnifying Party, or its employees, affiliates, representatives, agents or contractors in the performance of the indemnifying Party's obligation hereunder, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the indemnified Party.
- D. Nothing in these Standard Terms shall exclude or limit a Party's liability: (1) for willful misconduct; (2) for death or personal injury caused by a Party's gross negligence; (3) to pay charges (including any Shortfall, cancellation charges or other early termination charges) which have already become due; or (4) in respect of any other liability which cannot be excluded or limited by applicable law. The Parties shall use reasonable efforts to mitigate any losses that may arise from the SOF under these Standard Terms.
12. **Client's Responsibilities; Resale of the Services.** Client acknowledges and agrees that: (1) Client is solely responsible for obtaining all licenses, approvals, and regulatory authority for its operation and the provision of Client's services which incorporate GTT's Services to its end user and/or other customers; and (2) Client is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, and other consents and waivers necessary for installation of facilities and equipment to allow GTT to provide the Service and make use of the Service. Client shall not use a Service and/or equipment or permit its customers, suppliers, agents, employees or end users to use a Service and/or equipment in a manner that will: (1) violate any local law, rule, ordinance or regulation of the country, federal state, province, municipality, or other jurisdiction where Service is provided; (2) interfere with or impair service over any facilities and equipment of GTT and its suppliers; (3) impair the privacy of any communications carried over GTT's Services; or (4) create hazards to the employees of GTT or the public. In addition to any other remedies available hereunder, GTT may, in its sole discretion, suspend Service upon the provision of notice if Client does not comply with the terms and conditions of this Section 12. GTT shall have no liability to Client's end user, suppliers and/or customers arising from or relating to these Standard Terms or the SOF. Client's obligations to GTT under these Standard Terms and all SOFs including, without limitation, its payment obligations, are independent covenants from Client's ability to collect payment from its end user and/or carrier customers. GTT shall have no obligation to interact with Client's end users or customers for any reason or purpose. GTT reserves the right to terminate partially or fully these Standard Terms and underlying SOFs in case there are regulatory or subcontractor restrictions for Client's resale of GTT's services. GTT shall not be liable for any fraudulent use of the Services by Client or any third party, including, but not limited to, fraudulent calls. GTT has no obligation to investigate the authenticity of any use of the Services charged to Client's account. Client shall protect, defend, indemnify, and hold harmless GTT, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to any claim made by any of Client's customers or other third parties relating to or arising from this Section 12.

13. **Equipment and Location.** Client will grant GTT, its agents and 15. **Cancellation of Service; Disconnection.** All Client's requests to disconnect a Service must be submitted through the GTT Client Portal. Any alternative forms of disconnection requests must be approved by GTT in writing. For purposes of clarification, any cancellations by Client prior to or on or after the Start of Service Date for a Service shall be subject to the charges set forth in Section 8 of these Standard Terms.
14. **Third-Party Software License and Intellectual Property Rights.** If and to the extent that the Client requires the use of licensed software in order to use the Services, the Client will be provided with a non-exclusive non-transferable license for the Service Term to use such third-party licensed software solely for its internal purposes and solely to the extent required to use the Services. To the extent such licensed software is sourced from a third-party provider, such license shall be subject to the terms of the applicable software license embedded in the relevant software, including any applicable license acknowledgements, notices, and disclaimers contained therein. In the event of a conflict between the terms of these Standard Terms and the terms of those licenses, the terms of those licenses will control the Client's use of the relevant third-party software. Client will not, and shall use all its reasonable endeavors to ensure that others do not: (1) obtain or claim any ownership in any licensed software (or in any derivation thereto or improvement thereof); (2) copy the licensed software except as agreed in writing by GTT and in accordance with the terms of the applicable software license; (3) save as permitted by law, reverse engineer, decompile or disassemble licensed software; (4) sell, lease, license or sublicense the licensed software; (5) create, write or develop any derivative software or any other software based on the licensed software; or (6) take any action prohibited by the applicable software license; or (7) use, sell, supply, deliver, export, transfer, re-export, re-transfer or otherwise make available the licensed software if such use, sale, export, transfer, re-export or re-transfer would result in a violation of Sanctions or Export Controls by any person (including GTT). Client agrees that any third-party software and any license connected with it, network maps and diagrams, method of procedure, the know-how of provisioning its services, any reporting or any other standard or incidental intellectual work supporting the provision of GTT Services ("GTT IP") are protected by applicable intellectual property laws. Furthermore, Client agrees that GTT IP and the format, algorithms, directories, structure, and organization of GTT IP are the intellectual property and proprietary and confidential information of GTT, its third-party suppliers, or its licensors. Except as expressly stated in these Standard Terms, Client is not granted any intellectual property rights in or to GTT IP by implication, and all rights in and to GTT IP not expressly granted in these Standard Terms are hereby reserved and retained by GTT, its third-party suppliers or its licensors.
16. **General.**
- A. **Assignment.** Either Party may assign these Standard Terms, along with the SOF, to any entity which directly or indirectly Controls, is Controlled by, or is under common Control with such Party (an "Affiliate"), or to a successor company pursuant to any reorganization or merger of its business, or to any successor pursuant to any sale or transfer of all or substantially all of its assets; provided that, in each case, (a) the assignee is not a Restricted Person and (b) such assignment would not result in a violation of Sanctions or Export Controls by any Person (including GTT). No other assignment by either Party will be permitted without the prior written consent of the other Party, which consent will not be unreasonably withheld or denied. The rights and obligations under these Standard Terms shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assignees of each Party. "Control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
- B. **Governing Law.** These Standard Terms and the SOF, or any other applicable contract document and any dispute or claim arising thereto shall be governed by and construed in accordance with the law of the state and/or country in which the registered office of GTT is located and the Parties further consent to exclusive jurisdiction and venue in the courts of such state and/or country.
- C. **Construction; Severability; Waiver.** Each Party acknowledges that these Standard Terms has been jointly drafted by the Parties and that it has not been induced to enter into these Standard Terms by any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Standard Terms and agrees that it shall have no remedy in respect of the same. In the event that any provision of these Standard Terms conflicts with the law under which these Standard Terms is to be construed or if any provision is declared invalid by a court with jurisdiction over the Parties to these Standard Terms, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. Each provision of these Standard Terms is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. Failure of either Party to enforce any of the provisions of or its rights under these Standard Terms, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.
- D. **Confidentiality.** Neither Party shall disclose to any third party during the term of these Standard Terms and for two (2) years following the expiration or termination of these Standard Terms, any of the terms of these Standard Terms or the SOF, including any rate information, unless such disclosure is required by any state or federal governmental agency, is otherwise required by law, or is necessary in any proceeding establishing or applying rights or obligations under these Standard Terms. By virtue of these Standard Terms, each Party (the "Receiving Party") shall have access to or may learn certain confidential or proprietary technical, business, scientific, strategic, financial, legal (including intellectual property), commercial, regulatory, organizational, and/or operational information and data of the other Party (the "Disclosing Party"), including the existence of these Standard Terms, the SOF and the terms of any supplemental document, work order, or statement of work, whether disclosed by or on behalf of the Disclosing Party and in any form of disclosure whether or not expressly identified as confidential ("Confidential Information"). Each Party shall, both during the Term of these Standard Terms and for a period of two (2)

years after expiration or termination of these Standard Terms, hold the Confidential Information in confidence. Each Party shall not make the Confidential Information available in any form to any third party or use the Confidential Information for any purpose other than the implementation of these Standard Terms. Each Party shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed to any other individual or entity in violation of the provisions of these Standard Terms. Each Party shall disclose the Confidential Information only to those employees, directors, officers, agents, professional advisers or consultants who need to know the Confidential Information for the purpose of these Standard Terms or any business interaction between the Parties and who are bound in writing to observe terms and conditions comparable to this Subsection 16.D. Confidential Information shall not include information that: (1) is publicly available as of the Effective Date or subsequently becomes publicly available through no fault or act of such Receiving Party or representative of such Receiving Party; provided that such information shall not be deemed to be publicly available merely because more general information may be publicly available; (2) is known to such Receiving Party prior to disclosure from the Disclosing Party as evidenced by such Receiving Party; provided that such information is not known by such Receiving Party to have been received in violation of any obligation to the Disclosing Party to keep such information confidential; (3) such Receiving Party receives from any third party not under any obligation to the Disclosing Party to keep such information confidential; (4) is independently developed by such Receiving Party or its representatives without reliance upon or use of the Confidential Information of the Disclosing Party; (6) or is provided to a governmental authority in connection with Sanctions or Export Controls. For purposes of clarification, under no circumstances shall either Party utilize any information obtained in connection with these Standard Terms to contract directly with any vendors, contractors, or customers of the other Party with respect to that specific Service or a replacement or substitute for that Service; provided, however, that nothing in these Standard Terms shall be construed to preclude either Party from purchasing, selling or utilizing any other telecommunications, information, or ancillary services from or to any other entity or from using information independently developed to purchase, sell, or utilize such services. Within 30 calendar days of Disclosing Party's written request, unless otherwise required for regulatory or legal compliance, Receiving Party shall securely delete or return originals, copies, reproductions and summaries of Confidential Information, whether in hard copy or in electronic form, and other tangible materials and devices provided to Receiving Party as Confidential Information, or, at Disclosing Party's option and request, Receiving Party shall certify in writing as to the prompt destruction of Disclosing Party's Confidential Information.

E. Data Privacy/ Data Protection. Each Party shall be responsible for complying with the obligations that apply to it as a separate and independent data controller under applicable privacy laws. To the extent not otherwise set out in these Standard Terms, a Service Schedule and the SOF, GTT shall handle personal data in accordance with its privacy policy <https://www.gtt.net/us-en/privacy-policy/> and with all privacy laws applicable to the jurisdiction in which the Services are provided. Unless otherwise enumerated in a Service Schedule, SOF or GTT's privacy policy, GTT shall not process personal data for any purpose, other than as required to administer Client's account or provision a Service. If, and to the extent required by applicable data protection laws and/or necessitated by the nature of the Services, the Parties agree to make all commercially reasonable efforts to execute any required data processing agreements, including the GTT Data Processing Addendum. The parties will agree in good faith, taking into account the obligation to carry out this contractual relationship in compliance

with applicable data protection laws. With regard to any personal data provided by Client to GTT, Client confirms that it has obtained all necessary consents and authorizations for the lawful processing of such personal data by GTT, GTT Affiliates and subcontractors before providing personal data to GTT. Client hereby authorizes GTT, GTT Affiliates and subcontractors to process the personal data that Client provides to GTT for the purpose of performing GTT's obligations described herein. Client is solely responsible for the accuracy and integrity of the personal data that is inputted, transferred, migrated and/or converted in connection with a Service and/or processed by its users when utilizing a Service.

F. Third-Party Beneficiaries. The representations, covenants, obligations, rights, and agreements of the Parties set forth in these Standard Terms are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party to these Standard Terms including, without limitation, Client's end user, suppliers and/or carrier customers. Under these Standard Terms, GTT shall have no relationship with the customers to which Client may provide service. Client acknowledges and agrees that no fiduciary relationship arises under these Standard Terms or the SOF and shall indemnify GTT from any third-party claims.

G. Sanctions and Export Controls Compliance.

1. For the purposes of this Subsection 16.G, the following terms will bear the meaning below: "Blocking Law" means Council Regulation (EC) No 2271/1996 of 22 November 1996 (the "EU Blocking Regulation"), the UK's Protection of Trading Interests legislation, and any blocking law or regulation imposed by individual European Union Member States. "Client Group" means (a) Client, (b) any officer, director, employee, successor and/or Affiliate of Client or (c) any agent acting on behalf of Client or successor and/or Affiliate of Client in connection with these Standard Terms. "Export Controls" means all applicable laws regulations, related to export controls, including (but not limited to) the U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the UK's Strategic Export Control List administered by the Export Control Joint Unit, and the EU's Dual-Use Regulation 2021/821 as administered by the relevant Member State authorities. "Restricted Person" means any individual or entity that is (a) the target of Sanctions; (b) identified on a restricted party list maintained by an Export Controls, including (but not limited to) the BIS Entity List; (c) located, organized, or resident in a Sanctioned Jurisdiction; or (d) owned or controlled by one or more person(s) described in clause (a), (b) and/or (c). "Restricted End-use" means military use; use in connection with chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; use in connection with Iran's enrichment-related, reprocessing, or heavy water-related activities; or any other end use prohibited under Sanctions and/or Export Controls. "Sanctions" means economic and trade sanctions administered or enforced by the United Nations, European Union, or any Member State thereof, the United Kingdom, Switzerland, Canada, or the United States. "Sanctioned Jurisdiction" means countries or territories that are the target of comprehensive Sanctions (including Cuba, Iran, North Korea, Syria, Crimea, Luhansk People's Republic, Donetsk People's Republic, Kherson and Zaporizhzhia) whose governments are the target of Sanctions (including Venezuela), or that are otherwise subject to broad Sanctions (including but not limited to Russia, Afghanistan, and Belarus).
2. Client warrants and represents to GTT that: (1) None of the Client Group is, nor is any of the Client Group acting for or on behalf of, a Restricted Person. (2) The Client Group will comply at all times

- with Sanctions and Export Controls in connection with these Standard Terms to the extent permitted under applicable Blocking Laws. (3) Client Group shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, transfer or release or otherwise make available any products (including any software, documentation, and any related technical data included with, or contained in, such products, and any products utilizing any such products, software, documentation, or technical data), goods, works, or services provided by GTT or otherwise engage in any activity, transaction or other dealing in connection with these Standard Terms, with or involving, any Sanctioned Jurisdiction or Restricted Person, or which would violate Sanctions or Export Controls, and (4) Client Group will not sell, supply, deliver, export, transfer, re-export, re-transfer or otherwise make available any products, goods, works, or services provided by GTT which may be intended for a Restricted End-use.
3. Client Group shall prepare and retain for at least seven (7) years books and other reports and records relating to the activities and transactions contemplated under these Standard Terms, in connection with and in compliance with Sanctions and Export Controls. Client Group shall allow GTT to inspect or audit such books, reports, and records and promptly provide GTT with any information GTT requests in connection with each of GTT and the Client Group's compliance with Sanctions and/or Export Controls.
 4. Client shall immediately provide prompt written notice to GTT upon the occurrence of any of the following events: (a) there is a breach by any of the Client Group of any warranty or representation under this Subsection 16.G; (b) there is an actual, potential, or alleged violation of any Sanctions or Export Controls in connection with these Standard Terms; and/or (c) Client Group receives any communication from a governmental authority in connection with Sanctions or Export Controls.
 5. GTT shall be entitled to terminate the SOF, in whole or in part thereunder with immediate effect by giving notice in writing to Client in the event that there is a breach by any of the Client Group of any warranty or representation under this Subsection 16.G. Client shall defend, indemnify, and hold harmless GTT and its officers, directors, shareholders, parent companies, subsidiary companies, affiliated or related companies, employees, agents, representatives, vendors, customers, and distributors against any and all actual, potential, threatened or pending claims, demands, actions, causes of action, liabilities, judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements, and claims arising out of or related to any of Client Group's breach of any obligation under this Subsection 16.G or actual, potential, or alleged violation of Sanctions or Export Controls.
- H. **Headings; Interpretation.** The headings used in these Standard Terms and the SOF are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of these Standard Terms and the SOF. These Standard Terms and the SOF shall be construed fairly according to its terms, without regard to the drafter of any provision hereof
- I. **Acceptable Use and GTT Corporate Policies.** Client and its end users and customers shall comply with the GTT's Acceptable Use Policy ("AUP") as amended by GTT from time to time, available at <https://www.gtt.net/gb-en/acceptable-usage-policy>. Client shall indemnify, defend, and hold harmless GTT from any losses, damages, costs or expenses resulting from any third-party claim or allegation arising out of any alleged or actual violation of the AUP. The Parties acknowledge that GTT has GTT Code of Business Conduct and Ethics, Privacy Policy and a broad range of corporate policies and procedures, which may be located on GTT's website. The Parties acknowledge that GTT is to follow its Code of Business Conduct and Ethics and other GTT corporate policies and regulations.
 - J. **Notices.** Any notice given or made pursuant to these Standard Terms and the SOF will be effective if in writing and delivered by overnight courier, first class or certified mail, or electronic delivery (email) and delivered at the counterparty's address listed above or such other address as may be furnished by either Party to the other.
 - K. **Entire Agreement.** All Services are subject to the terms and conditions of these Standard Terms, GTT's operational and service schedules, guides and service level agreement(s) applicable to the specific Service (collectively a "Service Schedule"), the SOF, the AUP, and any statement of work or other written instrument (collectively a "SOW") between the Parties that applies to Services. GTT will provide Client with the Services as described on the SOF issued pursuant to these Standard Terms, which constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the Parties. GTT shall not be bound by any provision in any purchase order, confirmation, correspondence or other communication from Client which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of these Standard Terms, SOW, a Service Schedule, or the SOF, unless such variance, addition, definition/clarification, or conflict is specifically identified in a written agreement signed by Client and GTT which expressly references the appropriate provision of these Standard Terms, the SOF, a SOW, and a Service Schedule, as applicable. The order of precedence in interpretation shall be (i) the terms contained in the SOF, (ii) a SOW, (iii) a Service Schedule, (iv) AUP and then (v) these Standard Terms.
 - L. **Signature.** This Service Order Form is signed by Client only. As a material part of the consideration for entering into the SOF with these Standard Terms, Client agrees not to contest or assert any defense relating to the authority of any representative or employee to agree to these Standard Terms and the SOF.
 - M. **Independent Contractors.** Except as specifically and expressly provided herein, the Parties shall be considered independent contractors for the purposes of these Standard Terms. Except as specifically and expressly provided herein, the relationship between GTT and Client shall not be that of partners, agents, fiduciaries or joint venturers for one another, and nothing in these Standard Terms shall be deemed to constitute a partnership, agency agreement, or joint venture between the Parties for any purpose whatsoever.
 - N. **Survival.** Provisions contained in these Standard Terms that by their sense and context are intended to survive completion, performance, termination, suspension, cancellation, or expiration of these Standard Terms shall survive.
 - O. **Press.** GTT may refer to the Client in its public announcements, marketing materials, including on its website and in correspondence with prospective customers.

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Sallisaw Municipal Authority
Subject: Telecommunications Rates

ITEM TITLE: Consider Approval of Resolution 2026-01; *A Resolution Adopting Rates and Fees for the Telecommunications Services Known as DiamondNet, Establishing Certain Rates and Fees for the City of Sallisaw, and Superseding Previous Resolutions*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Staff

BACKGROUND: As we move into a refresh of DiamondNet, we are adding capabilities/ functionality, discounts, new tiers, and a new logo. While the specific tier names are pending, the proposed cost structure is set. The proposal is a result of several meetings with both CALIX consultants and our FCC consultant. We continue to work through the entire rollout that will see residential plans available on April 6th, with commercial plans available in May. The fees are also being added to the Master Fee Schedule to consolidate City service information. With the elimination of cable service, this is much more easily done.

- EXHIBITS:**
1. 2026.01 SMA DNET RATE RESOLUTION
 2. COS.DN.RATES EFFECTIVE 04.06.26

KEY ISSUES: N/A

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends approval of Resolution 2026-01.

RESOLUTION 2026-01

**A RESOLUTION AMENDING THE
TELECOMMUNICATIONS RATE SCHEDULE
FOR THE SALLISAW MUNICIPAL AUTHORITY,
AND SUPERSEDING PREVIOUS RESOLUTIONS**

WHEREAS, certain rates and fees charged to subscribers of the telecommunications system known as DiamondNet have previously been adopted by the Sallisaw Municipal Authority in prior resolutions; and

WHEREAS, certain rates and fees now need to be adjusted or added to the Rate Schedule; and

WHEREAS, the General Manager of the Authority has reviewed these rates and fees with the Trustees and the Trustees of the Sallisaw Municipal Authority have determined the rates and fees are necessary; and

WHEREAS, the Board of Trustees may at any time adjust or amend all or portions of the Telecommunications Rate Schedule and set certain rates and fees in separate resolutions if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SALLISAW MUNICIPAL AUTHORITY AS FOLLOWS:

Section 1: The rates and fees charged to subscribers of the telecommunications system known as DiamondNet shall be amended in its entirety to reflect the following rates and fees as provided in Exhibit “A” attached hereto.

Section 2: Supersede Previous Resolutions. This resolution shall supersede in its entirety these rates and fees that may have previously been established in prior resolutions.

Section 3: Effective Date. The rate and fee adjustments and amendments of this resolution shall become effective on April 6, 2026.

PASSED AND APPROVED by the Trustees of the Sallisaw Municipal Authority, Sallisaw, Oklahoma on the 9th day of March 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman

ATTEST:

KIM JAMISON, Secretary
(SEAL)

APPROVED AS TO FORM AND LEGALITY:

JORDAN PACE, City Attorney

CITY OF SALLISAW and SALLISAW MUNICIPAL AUTHORITY
Telecommunications Rate and Fee Schedule
Exhibit A
Effective April 6, 2026

DiamondNet Fees (monthly rates/fees unless otherwise noted)	Rate	Rate Change	Note
Internet-Residential			
#1 (250mb)	\$49.95		(246)
#2 (500mb)	\$74.95		(247)
#3 (1GB)	\$84.95		(248)
#4 (2.5GB)	\$109.95		(xxx)
Bark app (separate and a la carte from any plan)	\$10		(xxx)
Installation	FREE		
Senior Discount	10%		Customers 65+ and who qualify for Medicare/ SoonerCare receive a discount on their chosen service
Military/ First Responder Discount	10%		Police, Fire, EMT & Active, Reserve, National Guard, and Retired Military (Army, Navy, Air Force, Marines, Space Force, Coast Guard)
Calix Mesh Wi-Fi extender	\$4.95		Each, per month (624)
Custom Install Hourly Rate	\$45.00		(604)
Wall Fish (Fiber outlet installation)—Interior wall	\$59.95		(614)
Fiber outlet—Exterior wall	\$29.95		(602)
Maintenance plan (wear/tear damage “insurance”)	\$3.95		(615)
Service Call	\$29.95		Per call; Charged if customer at fault for issue, ie equipment abused, damaged, “customer install” (616)
NSF Returned Check Fee	\$25.00		Per returned payment (NSF)
Late Fee	1.5% of amount due		Charged monthly (LCG)
Reconnect Fee	\$25.00		Per instance (610)
Internet-Commercial			
TBD			

Phone-Residential			
Residential Unlimited. All features and unlimited LD	\$29.95		(TRU)
Residential Basic. All features with metered LD @ .02/min	\$20.95		(TRB)
Residential Life Line (bare line no features)	\$10.00		(TLL)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
Phone-Commercial			
Direct Inward Dialing (DIDs) (10:1 ratio) cost each	\$0.23		Each (TS7)
Business Advanced with Unlimited LD	\$35.95		(TLA)
Business Advanced with Metered LD .02/min	\$27.95		(TAM)
Business Basic Service with Unlimited LD	\$27.95		(TBU)
Business Basic Service with metered LD .02/min	\$22.95		Must purchase with 1 TAM package
Business Executive with Unlimited LD	\$45.95		(TLE)
Business Executive with Metered LD .02/min	\$35.95		(TEM)
Activation Fee (per line) One time Fee	\$5.00		(TAC)
Business Call Path Local Metered LD .02/min	\$599.00		(TS3)
Ad Tran equipment, one time cost	\$500.00		
Installation, one time cost	\$349.00		
DiamondNet Wireless	<i>No longer supported, NO new customers but service provided until legacy customers attrit</i>		
1 Mbps Wireless	\$29.95		
3 Mbps Wireless	\$39.95		
5 Mbps Wireless	\$49.95		
10 Mbps Wireless (limited availability)	\$75.95		
20 Mbps Wireless (limited availability)	\$125.95		

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
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 Central Arkansas Recycling and Disposal Services, LLC for a term of one-year ending April 13, 2027

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Approval will allow Central Arkansas Recycling and Disposal to continue to utilize the Sallisaw landfill for disposal services. This contract limits tonnage to 800 tons per month. If exceeded for two or consecutive months, then CARDS will be notified, and future disposal will be limited to 800 tons per month and any additional tonnage will be refused. Base rates were increased to \$31.00 per ton.

EXHIBITS: 1. CARDS LLC Contract 4.13.26.final

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 9th day of March, 2026, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and Central Arkansas Recycling and Disposal Services, LLC, 9611 Ironton Road, Little Rock, AR, 72206, 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 single year, commencing on April 14, 2026, and ending on April 13, 2027.

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, 2026 to April 13, 2027:
\$31.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$32.25.
- 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, the **CUSTOMER** will be limited to 800 tons per month. The **PROVIDER** will monitor monthly tonnage and if the limit is exceeded two or consecutive months, the **CUSTOMER** will be contacted and informed that any future tonnage will be limited to 800 tons and additional tonnage will be turned away. The intent is to balance the **CUSTOMER** having one or two "busy" months with the **PROVIDER's** responsibility to control the impact on the lifespan of the landfill.
- f. 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, **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.

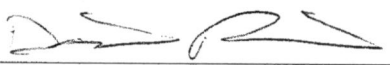
SOLID WASTE DISPOSAL AGREEMENT

- b. The disposal rate shall be based on the actual weight of the materials 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 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 Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955	CUSTOMER Central Arkansas Recycling and Disposal Services, LLC 9611 Ironton Road Little Rock, AR 72206
---	---

SOLID WASTE DISPOSAL AGREEMENT

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

Sallisaw Municipal Authority PROVIDER Signature: _____ Name printed: <u>Ernie Martens</u> Title: <u>Chairman</u> Date: <u>03/09/2026</u> Attest _____ Secretary	Central Arkansas Recycling and Disposal Services, LLC CUSTOMER Signature: <u></u> Name printed: <u>Dwight Robinson</u> Title: <u>COO</u> Date: <u>3-4-2026</u> Attest (if corporation) _____ Secretary of Corporation
---	---

Approved as to Form:

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

AGENDA ITEM COMMENTARY

Meeting Date: March 9, 2026
Board: Sallisaw Municipal Authority
Subject: MFS Addendum

ITEM TITLE: Discussion and possible action on Resolution No. 2026-02; *A Resolution Amending the Master Fee Schedule for the City of Sallisaw by Adding an Addendum Establishing Right-of-Way fees, and superseding Previous Resolutions to the Extent They are Inconsistent*

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: Approval will establish rates and fees for services, permits, and use of city property and facilities. This was reviewed by the Planning Commission at their March 3rd meeting and they recommended approval.

EXHIBITS: 1. Resolution No. 2026-02.addendum to MFS for Right-of-Way Permit Fees.sma
2. CITY.SMA.FEE SCHEDULE-ROW

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2026-03; Right of Way Fee Addendum.

RESOLUTION NO. 2026-02

**A RESOLUTION AMENDING THE
MASTER FEE SCHEDULE FOR
FOR THE SALLISAW MUNICIPAL AUTHORITY BY ADDING AN
ADDENDUM ESTABLISHING RIGHT-OF-WAY FEES, AND
SUPERSEDING PREVIOUS RESOLUTIONS TO THE EXTENT THEY
ARE INCONSISTENT**

WHEREAS, the Sallisaw Municipal Authority (SMA) has previously adopted a Master Fee Schedule establishing certain rates and fees for services, permits, and use of City Property and facilities; and

WHEREAS, the Sallisaw Municipal Authority has determined that it is necessary to establish and adopt certain rates and fees related to the use, occupancy, and permitting of the public rights-of-way under the jurisdiction of the SMA; and

WHEREAS, the General Manager has reviewed the proposed Right-of-Way Fee Addendum with the Trustees of the Sallisaw Municipal Authority, and the Trustees have determined it necessary to adopt these rates and fees; and

WHEREAS, the Sallisaw Municipal Authority may at any time adjust or amend all or portions of the Master Fee Schedule and set certain rates and fees in separate resolutions if needed.

NOW, THEREFORE, BE IT RESOLVED BY THE SALLISAW MUNICIPAL AUTHORITY OF SALLISAW, OKLAHOMA AS FOLLOWS:

Section 1: The Master Fee Schedule of the Sallisaw Municipal Authority is hereby amended by the addition of **Exhibit A**, attached hereto and incorporated herein by reference, which establishes the Right-of-Way Fee Addendum.

Section 2: Supersede Previous Resolutions. This resolution shall supersede any prior resolutions establishing right-of-way fees to the extent they are inconsistent with the fees adopted herein.

Section 3: Effective Date. The Right-of-Way fees established in the Resolutions shall become effective on March 10, 2026.

PASSED AND APPROVED by the Sallisaw Municipal Authority of Sallisaw, Oklahoma on the 9th day of March 2026.

SALLISAW MUNICIPAL AUTHORITY

By: _____
ERNIE MARTENS, Chairman

ATTEST:

KIM JAMISON, Secretary
(SEAL)

APPROVED AS TO FORM AND LEGALITY:

JORDAN PACE, City Attorney

CITY OF SALLISAW and SALLISAW MUNICIPAL AUTHORITY

RIGHT-OF-WAY FEE

ADDENDUM TO THE MASTER FEE SCHEDULE

EXHIBIT A

RIGHT-OF-WAY (ROW) PERMIT FEES

A. Standard ROW Work

Permit Type	Fee
Minor excavation (\leq 50 linear feet)	\$40
Standard excavation (51–500 linear feet)	\$75
Major excavation ($>$ 500 linear feet)	\$200
Bore/Directional Drilling Permit	\$50 per bore
Emergency repair permit	\$0 (notification still required)

B. Utility Infrastructure Installation

Activity	Fee
New utility line installation (buried/underground) 4' target depth separated from existing by at least 1'	\$0.15 per linear foot
Fiber optic installation 3' target depth separated from existing by at least 1'	\$0.10 per linear foot
Aerial line installation (on poles within ROW)	\$23 per pole attachment