

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
May 16, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the May 2, 2022 regular meeting.
 - b. Confirm action taken by the City Commission on Consent Agenda Item No. 3(d) regarding acknowledgement of the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2022-2023.
2. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
3. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Shawnee Municipal Authority

1. a.

Meeting Date: 05/16/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 2, 2022 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION, MONDAY, MAY 2, 2022, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 5:33 P.M. ON APRIL 28, 2022. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Matthews, Engles, Flood, Bolt, Sehorn, Salter

ABSENT: Rutherford

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the April 18, 2022 regular meeting.

A motion was made by Trustee Flood, seconded by Trustee Engles, to approve Consent Agenda Item No. 1(a). Motion carried 6-0.

AYE: Flood, Engles, Bolt, Sehorn, Salter, Matthews

NAY: None

AGENDA ITEM NO. 2:

New Business (Any matter not known, or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:24 p.m.)

ED BOLT, CHAIRMAN

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Shawnee Municipal Authority

1. b.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm action taken by the City Commission on Consent Agenda Item No. 3(d) regarding acknowledgement of the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2022-2023.

Fiscal Impact

Attachments

Memo

Contract



City Clerk's Office

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 12, 2022

To: City Commission

From: Lisa Lasyone, City Clerk

Subject: Acknowledgment of Contract for Solid Waste, Collection, Recycling and Disposal Services with Central Disposal for Fiscal Year 2022-2023.

Background: In accordance with the *Contract for Solid Waste Collection, Recycling and Disposal Services* entered on July 1, 2020, Staff is requesting the contract be acknowledged for Fiscal Year 2022-2023. Central Disposal has provided the citizens and residents of the City of Shawnee with exceptional service. Funds have been budgeted for Fiscal Year 2022-2023.

Financial Impact: Estimated expenditure in Fiscal Year 2022-2023 of \$2,600,000 from the Shawnee Municipal Authority, Utility Administration, Other Contractual Services, 501-1010-53390-000

Attachment: Contract.

Staff Recommendation: Approval of the item.

CONTRACT
FOR
SOLID WASTE COLLECTION, RECYCLING AND
DISPOSAL SERVICES

This contract, made and entered into this 15th day of July, 2020, by and between the City of Shawnee/Shawnee Municipal Authority, a public Authority in which the Shawnee Municipal Authority holds the beneficial interest, hereinafter referred to as "CITY/AUTHORITY" and

CENTRAL DISPOSAL, LLC

4650 NORTH HARRISON

SHAWNEE OKLAHOMA 74804

Hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the 2nd day of March, 2020, submit a proposal pursuant to a Request for Proposals as approved by the Trustees of the CITY/AUTHORITY to collect, remove, and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2020, through June 30, 2030, inclusive; all of the expense of every nature and kind incurred in collection, removing and disposing of said solid waste to be paid by CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and CITY/AUTHORITY that:

- I. The term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:
 - Period 1 - July 1, 2020 to June 30, 2021
 - Period 2 - July 1, 2021 to June 30, 2022
 - Period 3 - July 1, 2022 to June 30, 2023
 - Period 4 - July 1, 2023 to June 30, 2024
 - Period 5 - July 1, 2024 to June 30, 2025
 - Period 6 - July 1, 2025 to June 30, 2026
 - Period 7 - July 1, 2026 to June 30, 2027
 - Period 8 - July 1, 2027 to June 30, 2028
 - Period 9 - July 1, 2028 to June 30, 2029
 - Period 10 - July 1, 2029 to June 30, 2030

At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this Contract – Page 1

contract by reference as though fully set out verbatim herein with the following clarifications:

1. Section 1.1(c) of the General and Special Conditions shall be amended to define Bulk Waste as *“Bulk Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be; provided that the monthly volume to be placed for curbside collection cannot be greater than 3 cubic yards. Bulk waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).”*

2. Section 1.1(aa) of the General and Special Conditions shall be added to define Yard Waste as *“Yard Waste - grass clippings, leaves, tree limbs and other yard waste materials other than dirt and construction debris provided that the volume of yard waste to be collected curbside weekly cannot exceed 8 Bags and/or Bundles weighing no more than 35 pounds per Bag or Bundle.*

3. CONTRACTOR may charge customers for lost or destroyed poly carts, provided that the charge for the replacement poly carts does not exceed the actual cost paid by CONTRACTOR.

- III. The CITY/AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed at the unit prices set forth in the Schedule of Quotes.

This contract covers the Basic Residential Services as set forth in the Request for Proposals and in the Schedule of Quotes.

- IV. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

Should the CITY/AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the CITY/AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the saving realized by the CONTRACTOR.

- V. CITY/AUTHORITY, CONTRACTOR, and JAMES MICHAEL ADCOCK consistent with past practice, agree to waive the CONTRACTORS bonding requirements contained in Section 3 of the General and Specific Conditions, and extend the obligations of that certain Guarantee of Performance entered into by the Parties on June 30, 2011 through the term of this Contract for Solid Waste Collection, Recycling and Disposal Services. The above referenced Guarantee of Performance is expressly made a part of this contract by reference as though fully set out verbatim herein.

CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract.

VI.

CONTRACTOR shall indemnify; save and hold harmless the CITY/AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or CITY/AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

VII. CONTRACTOR shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the CITY/AUTHORITY.

VIII. If CONTRACTOR changes ownership, name, etc., then the CITY/AUTHORITY shall have the option to re-bid the contract immediately if CITY/AUTHORITY so desires.

IX. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.

CONTRACTOR shall submit evidence satisfactory to the CITY/AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.

X. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or CITY/AUTHORITY or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.

XI. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.

XII. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this 15th day of July, 2020.



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC
City Clerk

CITY/AUTHORITY

By: W. Chance Allison
W. Chance Allison
City Manager

CENTRAL DISPOSAL, LLC

By: Sam M. Adcock
Printed Name: Sam-Mark Adcock
Title: Member / owner

(SEAL)
ATTEST:

Secretary

(SEAL)
ATTEST:

Secretary

Sam M. Adcock
JAMES MICHAEL ADCOCK