

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
February 19, 2019 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the February 4, 2019 regular meeting.
2. City Manager to enter into, and execute, the attached Addendum to Contract for Solid Waste Collection and Disposal Services, dated July 1, 2010, between the Shawnee Municipal Authority and Central Disposal, LLC, for the benefit of the City.
3. New Business

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

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1.a.

Meeting Date: 02/19/2019

SMA Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the February 4, 2019 regular meeting.

Fiscal Impact

Attachments

SMA Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, FEBRUARY 4, 2019 DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

a. Minutes from the January 14, 2019 regular meeting.

A motion was made by Trustee Bolt, seconded by Trustee Sehorn, to approve Consent Agenda Item No. 1(a). Motion carried 7-0.

AYE: Bolt, Sehorn, Salter, Gillham, Harrod, Finley, Rutherford

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known about 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. (7:08 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

Shawnee Municipal Authority**2.**

Meeting Date: 02/19/2019

Central Disposal Addendum

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager to enter into, and execute, the attached Addendum to Contract for Solid Waste Collection and Disposal Services, dated July 1, 2010, between the Shawnee Municipal Authority and Central Disposal, LLC, for the benefit of the City.

Fiscal Impact**Attachments**Central Disposal Addendum

ADDENDUM TO CONTRACT
FOR
SOLID WASTE COLLECTION
AND
DISPOSAL SERVICES

This Addendum is entered into as of the ____ day of February, 2019, by and among **SHAWNEE MUNICIPAL AUTHORITY**, a public Trust for the benefit of the City of Shawnee ("Authority"), and **CENTRAL DISPOSAL, LLC**, an Oklahoma limited liability company ("Contractor"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Contract for Solid Waste Collection and Disposal Services on or about the 1st day of July, 2010 ("Contract").

WHEREAS, the Parties agreed in paragraph XIII of the Contract that at the end of fifteen (15) years of the commencement of the first period of the Contract that the Contractor would transfer ownership of the transfer station, ECO Center and the property it is located on to the Authority, or at the Authority's request to the City of Shawnee ("City") as a gift.

WHEREAS, the Parties contemplate a cash payment in lieu of the transfer set forth in paragraph XIII of the Contract.

WHEREAS, for mutual consideration, the sufficiency of which is hereby acknowledged, the parties wish to enter into the following agreement:

1. Payment to Authority. The Parties agree that the Contractor, or an affiliate of Contractor, shall make a cash payment of \$900,000.00 to the City of Shawnee in lieu of conveying the transfer station, ECO Center and the property to the Authority or the City on or before March 1, 2019.

2. Waiver of Contract Provision. Authority and City agree that the cash payment to the City shall serve as substitution of Contractor's obligation pursuant to paragraph XIII of the Contract and waive any further rights related to the transfer of property contemplated thereby.

3. Notices. Any notices required or permitted to be given under this Addendum shall be sufficient if in writing and sent by certified mail to the Party's principal office.

4. Waiver of Breach. The waiver by any Party hereto of a breach of any provision of this Addendum shall not operate or be construed as a waiver of any subsequent breach by any Party.

5. Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Oklahoma.

6. Severability. The provisions of this Addendum shall be severable. If any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid,

illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Addendum and this Addendum shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

7. Conflict. This Addendum's terms shall supersede and prevail over any conflicting terms in other agreements among the Parties.

8. Headings. The headings of the paragraphs contained in this document are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Addendum.

9. Entire Agreement. This Addendum supersedes all prior express or implied agreements between the Parties with respect to all matters contained herein, and this Addendum constitutes the sole and entire agreement with respect thereto. Any representation, inducement, promise or agreement that is not embodied herein shall be of no force and effect.

10. Counterparts. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party thereto.

****SIGNATURE PAGES TO FOLLOW****

IN WITNESS WHEREOF, Authority caused this Addendum to be executed as of the date first above written.

SHAWNEE MUNICIPAL AUTHORITY, a
public Trust for the benefit of the City of
Shawnee

By: _____
Eric Benson, City Manager

ATTEST:

Lisa Lasyone, CMC, Authority Secretary

IN WITNESS WHEREOF, Contractor caused this Addendum to be executed as of the date first above written.

CENTRAL DISPOSAL, LLC, an Oklahoma
limited liability company

By: _____
Todd Adcock, Manager