



# City of Bixby Bixby Public Works Authority Meeting Agenda

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Thursday, July 9, 2026

Immediately Following the  
City Council Meeting

Bixby Municipal Building  
111 N. Cabaniss Ave., Bixby,  
OK 74008

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Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

## Call to Order

Chairman

## Roll Call

Shannon Duran, City Clerk

## Consent Agenda

## Secretary's Report

## Consider and Approve:

- 1) Minutes for the Bixby Public Works Authority Meeting dated 6/22/26.
- 2) Consider and/or approve Worker's Compensation Insurance renewal for FY-27 in the amount of \$16,691.59 (BPWA portion of total bill).
- 3) Discuss and/or approve the annual agreement between the Bixby Public Works Authority and the Metropolitan Environmental Trust (M.E.T) for recycling and environmental services in the amount of \$39,801.00.

## Regular Agenda

- 1) Adjournment

## Notice of Posting

Notice calling for a Regular Meeting was published June 17, 2026, on or before 5 pm and the agenda was posted on the bulletin board this day of July 6, 2026, on or before 8:30 p.m., at City Municipal Building, 111 N. Cabaniss Ave., Bixby, Oklahoma.

Respectfully Submitted

Shannon Duran  
City Clerk

Note: All cell phones and pagers must be turned off or operated silently during all meetings.

21 O.S. Section 280 provides the following: A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business, agency operations or any employee, agent, official or representative of the state. B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials, employees, agents or representatives or used in any manner to conduct state business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel. C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term Oklahoma Statutes - Title 21. Crimes and Punishments Page 94 of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment. D. For purposes of this section, “disturb, interfere or disrupt” means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

### **For Special Accommodations**

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: City Municipal Building, 111 N. Cabaniss Avenue, Bixby, Oklahoma, 74008, 918-366-4430 or email [City Clerk, Shannon Duran](mailto:sduran@bixbyok.gov) (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact Oklahoma Relay at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

# Regular Agenda Item Commentary

**Item Title**

Minutes for the Bixby Public Works Authority Meeting dated 6/22/26.

**Initiator****Staff Information Source****Background****Exhibits**

1. 20260622 BIXBY PUBLIC WORKS AUTHORITY  
AGENDA\_Minutes\_Preview (2)

**Key Issue****Council Action****Recommendation****Item No:** 1.**Meeting Date**

July 9, 2026

**Meeting**

20260709 Bixby Public Works Authority Agenda

# Bixby Public Works Authority Meeting Minutes

Bixby Municipal Building  
111 N. Cabaniss Ave., Bixby, OK 74008  
June 22, 2026 at 6:00 PM

The agenda for the regularly scheduled meeting of the Bixby Public Works Authority of the city of Bixby was posted on the bulletin board at the Bixby Municipal Building, 111 N. Cabaniss Ave., Bixby, OK 74008 on June 18, 2026, on or before 5:00 p.m.

## Call to Order

Acting Mayor Bobby Schultz called the Bixby Public Works Authority Meeting to order at 9:38 pm.

## Roll Call

Shannon Duran, City Clerk, called the roll, and the following were present:

### Members Present

Acting Mayor Schultz  
Councilor Hirshey (Not Present)  
Councilor David  
Councilor Payne

### Staff Present

Todd Blish, Interim City Manager and Police Chief  
JT Hammons, City Attorney  
Shannon Duran, City Clerk  
Charles Barnes, Finance Director  
Dylan Warner, Public Works Director  
Nathan Radach, Assistant Public Works Director

## Consent Agenda

- 1) Minutes for the Bixby Public Works Authority Meeting dated 6/8/26.
- 2) Discuss and/or take action on Water Tap Application for a single parcel located outside city limits at 16140 E 171st Street South for Jaclyn Mitchell, Bixby, OK, in Tulsa County, OK.
- 3) Discuss and/or take action on an Emergency Water Tap Application for single parcel located outside city limits at 14727 S 145th E Ave for Alan & Tammy Cagle, Bixby, OK, in Tulsa County, OK.

Acting Mayor Bobby Schultz said Items 1–3 on the Consent Agenda are up for discussion and consideration.

Acting Mayor Bobby Schultz asks for a motion to approve items 1–3. Councilor David made a motion to approve, seconded by Councilor Payne. The vote was taken with the following results:

Carried:3-0  
Ayes: David, Payne, Schultz  
Nays: 0

## **Regular Agenda**

- 1) New Business  
No new business.
- 2) Adjournment  
Adjournment was called at 9:39 pm.

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Mayor

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City Clerk



# Consent Agenda Item Commentary

**Item Title**

Consider and/or approve Worker's Compensation Insurance renewal for FY-27 in the amount of \$16,691.59 (BPWA portion of total bill).

**Initiator**

Charles Barnes

**Staff Information Source**

Charles Barnes

**Background**

Our total Worker's Compensation Insurance renewal for FY27 is \$304,560.00, a 5% increase over FY26.

**Exhibits**

1. OMAG FY27 Workers Compensation Renewal

**Key Issue**

Payment of Worker's Compensation Insurance and renewal documents

**Council Action**

Approve or Deny

**Recommendation**

Approve

**Item No: 2.****Meeting Date**

July 9, 2026

**Meeting**

20260709 Bixby Public Works Authority Agenda



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

June 3, 2026

Charles Barnes  
City of Bixby  
P.O. Box 70  
Bixby, OK 74008-0070

RE: City of Bixby  
WCV140001910

Enclosed is your OMAG Workers' Compensation Plan (WC Plan) renewal policy along with the renewal invoice and Claims Packet.

The Claims Packet and First Report of Incident (FROI) can also be found on the OMAG Policy Portal at the OMAG website, <http://www.omag.org/origami>.

Your claims are processed by Consolidated Benefits Resources (CBR), an experienced claims administrator who processes workers' compensation claims on behalf of OMAG participants. If you have questions, you may reach the CBR staff at (800) 234-9461. Please refer to the claims packet for further information.

Since 1984, OMAG has partnered with CompSource Mutual, Inc. in providing our members with workers' compensation benefits for their employees through a plan that provides prompt and courteous claims administration.

OMAG is an organization created, owned, and governed by the cities and town we serve, and it is our pleasure to serve you. We appreciate your support and participation in OMAG's Workers' Compensation Plan. Any questions regarding the renewal should be directed to myself or Chris Webb, Underwriter Director at (800) 234-9461 or (405) 657-1400.

Sincerely,

A handwritten signature in cursive script that reads "Tina Kliewer".

Tina Kliewer  
Workers' Comp. Program Manager



## WORKERS' COMPENSATION DECLARATION

Policy Number: WCV140001910

Policy Period: From 7/1/2026 To 7/1/2027

12.01 A.M. Standard Time at the Named Insured's Address

Company: CompSource Mutual Insurance Co.

Policy Number: 03423662

Named Insured and Address:

City of Bixby

P.O. Box 70

Bixby, OK 74008-0070

Agent:

OMAG

3650 S. BOULEVARD

EDMOND OK 73013

Telephone: 405-657-1400

Business Description: STANDARD PLAN

Type of Business: Municipality

This notice is to inform you that CompSource Mutual Insurance Company has accepted coverage for you for workers' compensation as a member of OMAG in accordance with the general coverage limits below. This notice is issued as a matter of information only and does not represent all the terms and conditions of coverage under this policy.

### COVERAGES

#### **WORKERS' COMPENSATION INSURANCE**

Includes Part One and applies to the workers' compensation law of the State of Oklahoma.

#### **EMPLOYERS' LIABILITY INSURANCE**

Includes Part Two and applies to work in the State of Oklahoma. Limits of liability under Part Two:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

### PREMIUM

Net Premium: \$267,159.00

OMAG Admin. Fee: \$37,402.00

Total Premium: \$304,561.00

As a member of OMAG's Workers' Compensation Plan, you are entitled to claims processing services for losses occurring during the policy period, per the terms of the "Application and Agreement" entered into with OMAG.

Executive Director, OMAG

Date: 6/3/2026



3650 S. Boulevard • Edmond, OK 73013 • omag.org

405.657.1400 • 800.234.9461 • FAX 405.657.1401

WORKERS' COMPENSATION  
ADDITIONAL NAMED PLAN MEMBERS SCHEDULE

Muni: City of Bixby

Policy Number: WCV140001910

Plan Type: STANDARD PLAN

Additional Named Plan Member: Bixby Public Works Authority

ISSUE DATE: 6/3/2026



## Workers' Compensation Classification Codes

### Standard Plan

Member: City of Bixby			Payroll Period: 01/01/2025 To 12/31/2025			
Policy Period: 7/1/2026 To 7/1/2027			Policy Number: WCV140001910			
Class Code	Description	Payroll	No. of Employees	No. of Volunteers	RATE	Premium
7520	Waterworks Operation & Drivers (7520)	355,836.00	6.00	0.00	3.19	7,466.00
7580	Sewage Disposal Plant Operation & Drivers (7580)	351,201.00	12.00	0.00	2.36	5,445.00
7710	Firefighters & Drivers (7710)	4,263,332.00	59.00	0.00	4.44	124,428.00
7720	Police Officers & Drivers, Reserve Officers (7720)	3,268,497.00	43.00	0.00	4.25	91,330.00
8810	Clerical Office Employees NOC (8810)	2,025,264.00	50.00	0.00	0.15	2,025.00
8831	Animal Control (8831)	106,260.00	2.00	0.00	1.11	778.00
9102	Park NOC - All Employees & Drivers (9102)	725,301.00	22.00	0.00	2.47	11,770.00
9410	Municipal or Township Employees NOC (9410)	1,064,949.00	15.00	0.00	1.90	13,281.00
5611	Street or Road Construction or Maintenance & Drivers (5611)	691,959.00	18.00	0.00	10.55	48,037.00
7711	FIREFIGHTERS & DRIVERS - VOLUNTEER (7711)	0.00	0.00	0.00	4.44	0.00
	Totals:	12,852,599.00	227.00	0.00		304,560.00

# Consent Agenda Item Commentary

## **Item Title**

Discuss and/or approve the annual agreement between the Bixby Public Works Authority and the Metropolitan Environmental Trust (M.E.T) for recycling and environmental services in the amount of \$39,801.00.

## **Initiator**

## **Staff Information Source**

## **Background**

## **Exhibits**

1. Bixby - CA Memo 2026-01, Warner

## **Key Issue**

## **Council Action**

## **Recommendation**

**Item No:** 3.

## **Meeting Date**

July 9, 2026

## **Meeting**

20260709 Bixby Public Works Authority Agenda



**OFFICE of the CITY ATTORNEY**  
*City of Bixby, OK*

**John Tyler Hammons**  
City Attorney

111 N Cabaniss Ave  
Bixby, OK 74008  
918-366-4430

**MEMORANDUM**  
**Memorandum No. 2026-01**

**QUESTION BY:** Dylan Warner, Public Works  
**DATE:** June 25, 2026  
**SUBJECT:** Construction with The Metropolitan Environmental Trust

This office has received your request for a memorandum from the City Attorney in which you ask, in effect, the following question:

Is the contract with MET for fiscal year 26/27 legal for city's use?

Yes.

No opinion is expressed concerning the desirability or wisdom of the proposed action as the same represents a policy question which is beyond the scope of the City Attorney as the chief legal officer of the City.

Respectfully submitted,

  
**JOHN TYLER HAMMONS**  
City Attorney

CC: Mayor & Members of the City Council  
Todd Blish, Interim City Manager  
Shannon Duran, City Clerk

**CITY OF BIXBY  
REQUEST TO CITY ATTORNEY FOR LEGAL OPINION**

**SECTION 1: REQUESTER INFORMATION**

- 1. Requester Name: Dylan Warner
- 2. Department: Public Works
- 3. Telephone: 918-402-7397
- 4. Requested Response Date: 6/26/26

**SECTION 2: NATURE OF REQUEST**

- 1. Describe in detail the nature of your request:  
Review of contract for MET
- 2. Specific Reference (Ordinance, City Code, Contract, etc.)  
See attached

**SECTION 3: DOCUMENT FOR REVIEW**

- 1. Are all relevant documents attached? YES  NO

**SECTION 4: ADMINISTRATIVE REVIEW**

- 1. Approved by City Administration: [Signature]
- 2. Date of Approval: 6/22/26

**OFFICE OF THE CITY ATTORNEY USE ONLY**

Request Received: \_\_\_\_\_ Response Issued: \_\_\_\_\_

Request Number: \_\_\_\_\_ Response Number: \_\_\_\_\_



**The Met**  
The Metropolitan  
Environmental Trust

WTI, One West Third Street, Suite 110, Tulsa, OK 74103 \*918-584-0584\*

**Bixby Public Works Authority**

**CC: Dylan Warner**

Hello Dylan Warner,

Enclosed are two copies of a contract that requires signatures by the city. Please review this document and sign both copies. Then, please retain one for your records and return the other to **The Metropolitan Environmental Trust** in the envelope provided addressed to the following location:

**The Metropolitan Environmental Trust**

**1 W 3<sup>rd</sup> St.**

**Suite 110**

**Tulsa, OK 74103**

We appreciate your time.

Sincerely,

**Bobby Schultz**

**Executive Director**

If you have any questions regarding this contract, please contact us at [met@metrecycle.com](mailto:met@metrecycle.com) or call at 918-584-0584. Thanks!

## **AGREEMENT FOR THE PROVISION OF SERVICES**

THIS AGREEMENT is entered into between the Bixby Public Works Authority (Bixby), and The Metropolitan Environmental Trust (M.e.t.), a public trust, having several area jurisdictions as its beneficiaries, including Bixby.

### **I. RECITATIONS**

Bixby, in conjunction with its comprehensive approach to solid waste management, desires to provide for its citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Bixby. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. TARE and the City of Tulsa desire to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

### **II. M.e.t. DUTIES**

#### **Recycling Collection**

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Bixby as specified in this agreement. The M.e.t. will provide equipment, materials, and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges at the depot location.
2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.
3. The M.e.t. shall maintain records showing the types and quantities of materials

recycled at the depot, the expenditures for the operation of the M.e.t. depot program, revenue and cost generated from the sale of recyclable materials and any other record which is required by local ordinance, state law, federal law or regulation. Reports shall be made available at the M.e.t. monthly board meetings or upon request and reasonable notice at the M.e.t.'s place of business during normal business hours.

4. It is understood by the parties that the M.e.t. will enter into contracts with organizations that provide employment opportunities for adults with disabilities to man the recycling depot. The hours of operation and the number of workers present at each depot will be dependent upon the contract with the organization and the volume of the stream of recyclables at the depot.

### **Public Education**

5. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media; speeches to civic groups; and information booths at public events. Messages will include promotion of green businesses located within Bixby, and anti-littering campaigns on the importance of composting to divert green waste from the public waste stream.

6. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t, at a regional location designed to attract citizens of Bixby.

7. The M.e.t. will conduct the Enviro Expo event, or a similar event, that promotes area businesses and organizations dedicated to recycling and environmental responsibility.

### **III. HOUSEHOLD HAZARDOUS WASTE COLLECTION**

8. The M.e.t. will field requests via telephone or email, screen, and provide vouchers for the Tulsa Facility to hazardous household waste from citizens of Bixby.

9. Vouchers will be created using the system agreed to between the M.e.t. and Tulsa. The M.e.t. will enter the name of the citizen and the type of materials to be delivered. The M.e.t. will educate the citizens on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant (HHP) Facility, including the convenience and its reduction in the weight at the HHP Facility. The M.e.t. will instruct citizens to bring with them valid identification that matches the name of the citizen shown on the voucher and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 45 pounds, or different items permitted by the voucher.

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have a voucher. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any citizen of Bixby that does not have a voucher.

11. Tulsa will charge the M.e.t. a fee for the disposal up to **45 pounds** for **\$62**. The Bixby citizen is responsible for any additional fees for materials exceeding 45 pounds. at a cost of **\$1.37/lb**. Provided that automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the voucher out of the funds provided to it by Bixby under this agreement.

13. Bixby authorizes the M.e.t. to make **68** vouchers available for its citizens to use the Tulsa facility plus any carryover vouchers from FY 25/26. Additional vouchers may be authorized in writing upon receiving notice from Bixby and agreed to arrangements for payment.

14. The M.e.t. will deliver to Bixby at the M.e.t. Board meeting, a monthly itemization showing the total number of vouchers. The poundage of and types of waste received, as well as the unanticipated items and excess poundage that were paid for by the citizen will be reported to Bixby upon request.

#### **Excess Poundage, Unanticipated Products, Excess Number of Visits**

15. The parties anticipate that citizens may arrive at the facility with different products than they disclosed when making the voucher. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled voucher. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

#### **IV. PAYMENT**

18. Bixby will pay the M.e.t. a total of **\$39,801** payable in equal quarterly installments due within 30 days after the receipt of invoices from the M.e.t. showing the duties

performed and the amount due. In the event that Bixby authorizes vouchers at the Tulsa Facility in excess of the number agreed to above, Bixby will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of vouchers at the rate of \$62 per voucher. Unused vouchers shall roll over to the next contract year.

#### **V. TERM**

19. The term of this Agreement shall commence on **July 1, 2026**, and conclude on **June 30, 2027**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

#### **VI. TERMINATION**

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

#### **VII. DISCLAIMER OF AGENCY**

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

#### **VIII. AMENDMENT**

23. This agreement may be amended only in writing and signed by all parties.

#### **IX. SEVERABILITY**

24. If any provision under this agreement, or its application to any person or

circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

**X. ENTIRETY OF THE AGREEMENT & VENUE**

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

**Bixby Public Works Authority**

**The M.e.t.**

\_\_\_\_\_  
(title)  
Attest:

*James S. Res*  
\_\_\_\_\_  
(title) *Chairman*  
Attest:

\_\_\_\_\_  
Secretary

*Ellen Burrett*  
\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_  
(seal)

Date: *5-14-2026*

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

## **Exhibit A – Accepted and Non-Accepted Household Hazardous Waste**

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint\*
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

*\*Since latex paint is not harmful to the environment and due to budgetary concerns, M.e.t. staff encourages Bixby citizens to dry out their latex paint and not bring it to the facility.*

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9. Vouchers will be created using the system agreed to between the M.e.t. and Tulsa. The M.e.t. will enter the name of the citizen and the type of materials to be delivered. The M.e.t. will educate the citizens on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant (HHP) Facility, including the convenience and its reduction in the weight at the HHP Facility. The M.e.t. will instruct citizens to bring with them valid identification that matches the name of the citizen shown on the voucher and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 45 pounds, or different items permitted by the voucher.

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have a voucher. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any citizen of Bixby that does not have a voucher.

11. Tulsa will charge the M.e.t. a fee for the disposal up to **45 pounds** for **\$62**. The Bixby citizen is responsible for any additional fees for materials exceeding 45 pounds. at a cost of **\$1.37/lb**. Provided that automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the voucher out of the funds provided to it by Bixby under this agreement.

13. Bixby authorizes the M.e.t. to make **68** vouchers available for its citizens to use the Tulsa facility plus any carryover vouchers from **FY 25/26**. Additional vouchers may be authorized in writing upon receiving notice from Bixby and agreed to arrangements for payment.

14. The M.e.t. will deliver to Bixby at the M.e.t. Board meeting, a monthly itemization showing the total number of vouchers. The poundage of and types of waste received, as well as the unanticipated items and excess poundage that were paid for by the citizen will be reported to Bixby upon request.

#### **Excess Poundage, Unanticipated Products, Excess Number of Visits**

15. The parties anticipate that citizens may arrive at the facility with different products than they disclosed when making the voucher. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled voucher. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

#### **IV. PAYMENT**

18. Bixby will pay the M.e.t. a total of **\$39,801** payable in equal quarterly installments due within 30 days after the receipt of invoices from the M.e.t. showing the duties

performed and the amount due. In the event that Bixby authorizes vouchers at the Tulsa Facility in excess of the number agreed to above, Bixby will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of vouchers at the rate of \$62 per voucher. Unused vouchers shall roll over to the next contract year.

#### **V. TERM**

19. The term of this Agreement shall commence on **July 1, 2026**, and conclude on **June 30, 2027**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

#### **VI. TERMINATION**

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

#### **VII. DISCLAIMER OF AGENCY**

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

#### **VIII. AMENDMENT**

23. This agreement may be amended only in writing and signed by all parties.

#### **IX. SEVERABILITY**

24. If any provision under this agreement, or its application to any person or

circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

**X. ENTIRETY OF THE AGREEMENT & VENUE**

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

**Bixby Public Works Authority**

**The M.e.t.**

\_\_\_\_\_  
(title)  
Attest:

*James S. Reed*  
\_\_\_\_\_  
(title) *Chairman*  
Attest:

\_\_\_\_\_  
Secretary

*Ellen Bussert*  
\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_  
(seal)

Date: 5-14-2026

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney

## **Exhibit A – Accepted and Non-Accepted Household Hazardous Waste**

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint\*
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

*\*Since latex paint is not harmful to the environment and due to budgetary concerns, M.e.t. staff encourages Bixby citizens to dry out their latex paint and not bring it to the facility.*