SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING

May 8, 2023

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

1. **Meeting Called to Order**

2. **Declaration of a Quorum**

3. **Consider Approval of Minutes of Regular Meeting of April 10, 2023 and Special Meeting of May 1, 2023**

4. **Conduct Public Hearing on the Proposed Sale of the Sallisaw Landfill Facility**

5. **Update and Discussion On Offer to Purchase the Sallisaw Landfill Facility and Solid Waste Collection Services; Possible Direction to Staff**

6. **Discuss and Consider Approval of Purchase Order No. 97835, Issued to Graybar of Maryland Heights, Missouri, in an amount not to exceed $125,000.00 for the Purchase of Fiber Materials for the Highway 59 Project**

7. **Update and Discussion on the Grand River Dam Authority Power Cost Adjustment; Possible Direction of Staff**

8. **Administrative Reports**

9. **Adjourn**

Posted: **MAY 5, 2023**

Time: **9:30 A.M.**

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

APRIL 10, 2023

The Sallisaw Municipal Authority met in a regular meeting on April 10, 2023, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing by KXMX, by posting at city hall on April 6, 2023 at 3:15 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Chairman
	Ronnie Lowe,	Trustee, Ward 1
	Josh Bailey,	Trustee, Ward 2
	Julian Mendiola,	Trustee, Ward 3
Members absent:	Kristin Peerson,	Trusee, Ward 4
Staff present:	Keith Skelton,	General Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	Secretary
	Robin Haggard,	Director of Finance
	Terry Franklin,	Chief of Police
	George Bormann,	Economic Development Director
	Christian Sizemore,	Network Manager
	Chris Carter,	Senior Code Inspector
	John Weber,	Captain
	Rebecca Greer,	Police officer
	Kayle Griffin,	Chief Accountant
Others present:	Lynn Adams; David Lessley, Amanda Whisenant, Others Unidentified.	

Meeting Called to Order

Chairman Martens called the meeting to order. The meeting began at 6:37 p.m.

Declaration of a Quorum

A quorum was declared present.

Consider Approval of Minutes of Regular Meeting of March 13, 2023

Motion was made by Lowe, seconded by Bailey, for approval of the minutes as presented. Vote: Lowe aye; Bailey aye; Mendiola aye; Martnes aye. Motion carried 4-0.

Discuss and Consider Approval of Operations Agreement Between The Sallisaw Municipal Authority and The Sallisaw Youth League For Operation and Use of the Sallisaw Sports Complex, For a Term of Three (3) Years

The City Manager advised that everything was going well with SYL operating the sports complex. Both parties recommend no changes to the agreement. Motion was made by Mendiola, seconded by Bailey, for approval of the Sallisaw Sports Complex Operations Agreement. Vote: Mendiola aye; Bailey aye; Lowe aye; Martens aye. Motion carried 4-0.

Discuss and Consider Approval of Purchase Order No. 97508, Issued to Anixter Power Solutions, in an Amount Not to Exceed $325,000, For The Purchase of Electric Materials For The North Highway 59 Electric Line Relocation Project

Motion was made by Lowe, seconded by Bailey, for approval of Purchase Order No. 97508 in the amount of $325,000.00. Vote: Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Discuss and Consider Approval of Request to Declare One (1) 28 x 58 2006 Clayton Mobile Home, Serial Number CAP019259TNAB, as Surplus; and Direct Staff to Advertise to Solicit Sealed Bids For Purpose of Sale and Removal

Motion was made by Lowe, seconded Bailey, to declare the 2006 Clayton Moble Home, Serial Number CAP019259TNAB, as surplus and directed staff to solicit sealed bids for the purpose of sale and removal. Vote: Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

Update and Discussion on the Grand River Dam Authority Power Cost Adjustment; Possible Direction of Staff

The manager advised that there was a slight decrease in the PCA for April and that gas prices were down.

Administrative Reports

Mayor Martens commended the Code Department for their work on dilapidated buildings and made mention of 2 houses on Walnut Street that appeared to be abandoned.

Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting there being no further business. Vote: Lowe aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. The meeting ended at 6:48 p.m.

Approved this **8th** day of **May, 2023.**

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Secretary to the Authority

(SEAL)

MINUTES

SALLISAW MUNICIPAL AUTHORITY

SPECIAL MEETING

MAY 1, 2023

The Sallisaw Municipal Authority met in a special meeting on May 1, 2023, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing to KXMX; by posting at city hall on April 27, 2023 at 9:25 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens,	Chairman
	Ronnie Lowe,	Trustee, Ward 1
	Josh Bailey,	Trustee, Ward 2
	Julian Mendiola,	Trustee, Ward 3
	Kristin Peerson,	Trustee, Ward 4
Members absent:	None	
Staff present:	Keith Skelton,	General Manager
	John R. Montgomery,	City Attorney
	Kim Jamison,	Secretary
	Robin Haggard,	Director of Finance
	Keith Miller,	Building Development Director
	Terry Franklin,	Chief of Police
	Kayle Griffin,	Chief Accountant
	Brandon Rogers,	Sanitation Operator
	Steven Reaves,	Crew Leader - Sanitation
	Willie Downs,	Sanitation Operator
	Jamie Phillips,	Solid Waste Superintendent
	Casey Rogers,	Crew Leader - Landfill
	Gene Martin,	Superintendent - Equipment Services
	Davonna Carroll,	Landfill Attendant
	Daron Harrison,	Equipment Operator III
	Sam Houston,	Sanitation Operator
	Tim Stamps,	Sanitation Operator

Others present: Dan Christensen; Dustin Reynolds; Misty Phillips; Jake Phillips; Norman Herrera; Monty Huff; Others Unidentified.

Meeting Called to Order

Chairman Martens called the meeting to order. The meeting began at 5:00 p.m.

Declaration of a Quorum

A quorum was declared present.

Discussion Concerning Offer To Purchase the Sallisaw Landfill Facility and Solid Waste Collection Operations; Possible Direction to Staff

General Manager welcomed everyone and thanked them for their time and attendance. The General Manager stated that we had received a proposal to purchase the Landfill Facility and Solid Waste Collections from CARDS. He advised that we had entertained a proposal last summer from the same company, CARDS, but at that time it was determined that the landfill was too valuable to the city and community to sell. There have been lots of changes since that time; cost of equipment, cost of building (new) cells; regulations that we are dealing with, etc. He introduced Dan Christensen, President and CEO and Dustin Reynolds, VP of Sales and Marketing. He felt the recent proposal received from CARDS was worth taking a look at. He reviewed the proposal and how it would impact the budget. Potential to have 21.5 million cash in bank. Selling would put cash in the bank, with at least 50% in reserve. Interest would be sent to SMA for city use. Reasons to sell the landfill: eliminate the need for capital to maintain and expand the landfill; eliminate the need for expensive equipment; eliminate the strain on the budget; It has been difficult to obtain additional revenue streams for the landfill. Mr. Christensen addressed the council. He gave an overview of the CARDS company's history. Mr. Christensen noted the impact the sale could have on Sallisaw's sales tax. Several questions were asked and answered. There was a consensus of the council to host a Public Hearing at the regular SMA meeting on May 8th to give the public an opportunity to express concerns either for or against the proposed sale.

Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting there being no further business. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 6:14 p.m.

Approved this **8th** day of **May, 2023**.

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Secretary to the Authority

(SEAL)

NOTICE OF PUBLIC HEARING
Proposed Sale of the Sallisaw Landfill Facility

The Sallisaw Municipal Authority will hold a public hearing at 6:00 p.m. Monday, May 8, 2023, during their regular meeting located at the Council Chambers, 113 North Elm St, Sallisaw.

The purpose of the Public Hearing is to receive comments from the public concerning an Offer to Purchase the Sallisaw Landfill Facility.

All interested citizens are invited to attend the hearing.

Kim Jamison
City Clerk

AGENDA ITEM COMMENTARY

Meeting Date:	May 8, 2023
Board:	Sallisaw Municipal Authority
Subject:	Proposed Offer to Purchase Landfill and Solid Waste Collection Services

ITEM TITLE: Update and Discussion On Offer to Purchase the Sallisaw Landfill Facility and Solid Waste Collection Services; Possible Direction to Staff

INITIATOR: General Manager

STAFF INFORMATION SOURCE: General Manager
CARDS

BACKGROUND: Staff will present updates on discussions related to the offer to purchase the landfill facility.

EXHIBITS:

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Recieve udpates and possible direction to staff as needed.

AGENDA ITEM COMMENTARY

Meeting Date:	May 8, 2023
Board:	Sallisaw Municipal Authority
Subject:	Fiber Purchase

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 97835, Issued to Graybar of Maryland Heights, Missouri, in an amount not to exceed $125,000.00 for the Purchase of Fiber Materials for the Highway 59 Project

INITIATOR: IT Manager
General Manager

STAFF INFORMATION SOURCE: IT Manager
Vendors

BACKGROUND: Approval of this purchase order will allow us to place an order for materials needed to relocate the telecommunications infrastructure on North Highway 59. Staff recently obtained quotes for the purchase; quotes are attached. Graybar was the low bid.

EXHIBITS:
1. Graybar Quotation - 243176149
2. U00722441 Sallisaw

KEY ISSUES: Quotes:
Graybar $104,073.05
Anixter $144,346.27

Once these materials and related invoices are received, staff will submit those to ODOT for reimbursement per our loan agreement. Since some items have a long lead time, prices may change once items are shipped. For this reason we are asking for a not to exceed amount of $125,000.00

FUNDING SOURCE: #090-604-55513 ODOT Hwy 59 N Loan Funding

RECOMMENDATION: Approval of Purchase Order No. 97835 in an amount not to exceed $125,000.00

GraybaR

11885 LACKLAND RD
MARYLAND HEIGHTS MO 63146-4208
Phone: 314-573-2000
Fax: 314-573-0000

To:	CITY OF SALLISAW 115 EAST CHOCTAW SALLISAW OK 74955-4629	Date:	04/21/2023
Attn:	Clint Smith	**Proj Name:**	
Phone:	918-775-6241	**GB Quote #:**	**0243176149**
Fax:	918-775-9550	Release Nbr:	
Email:	matthew.welby@graybar.com	Purchase Order Nbr:	
		Additional Ref#	
		Valid From:	04/14/2023
		Valid To:	05/14/2023
		Contact:	MATTHEW WELBY
		Email:	matthew.welby@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: **Due to fluctuations in raw materials, Graybar reserves the right to modify pricing prior to shipment should supplier pricing increase. Additionally, while Graybar will communicate requested delivery dates to supplier, Graybar cannot guarantee delivery date requests.**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**250 EA**	**HUBBELL PWR**	**8810**	5/8X10 MACH BOLT	**$2.26**	**1**	**$565.00**
GB Part #: 88056456 UPC #: 09635907549 ***Item Note:*** **In stock.**								
200		**250 EA**	**HUBBELL PWR**	**8812**	5/8X12 MACH BOLT	**$2.43**	**1**	**$607.50**
GB Part #: 88056457 UPC #: 09635907550 ***Item Note:*** **In stock.**								
300		**250 EA**	**HUBBELL PWR**	**8814**	5/8X14 MACH BOLT	**$2.75**	**1**	**$687.50**
GB Part #: 88056458 UPC #: 09635907553 ***Item Note:*** **In stock.**								
400		**500 EA**	**HUBBELL PWR**	**55084P**	NUT SQ REG 5/8-11IN	**$0.43**	**1**	**$215.00**
GB Part #: 88056203 UPC #: 09635907267 ***Item Note:*** **In stock.**								
500		**500 EA**	**HUBBELL PWR**	**6812**	5/8 SQUARE WASHER	**$0.42**	**1**	**$210.00**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 88056295 UPC #: 09635907375
Item Note: **In stock.**

600	**500 EA HUBBELL PWR 6811**	2X2" SQUARE WASHER	**$0.63**	**1**	**$315.00**

GB Part #: 88056294 UPC #: 09635907374
Item Note: **In stock.**

700	**100 EA HUBBELL PWR C2050190**	4-3/4 DRIVE HOOK	**$1.47**	**1**	**$147.00**

GB Part #: 88056591 UPC #: 09635901352
Item Note: **3 week lead time.**

800	**150 EA HUBBELL PWR WEGADSS102**		**$41.26**	**1**	**$6,189.00**

Item Note: **DEADEND, WEDGE STYLE ADSS. 12 week lead time.**

900	**30 EA HUBBELL PWR WEGADSS106**	WEDGE STYLE DEADEND UP TO 325 FT.	**$39.50**	**1**	**$1,185.00**

GB Part #: 25836391 UPC #: 09635960679
Item Note:

1000	**30 EA HUBBELL PWR WEGADSS104**		**$41.26**	**1**	**$1,237.80**

Item Note: **DEADEND, WEDGE STYLE ADSS. 12 week lead time.**

1100	**150 EA HUBBELL PWR FFD12SS**	CLAMP DROP FLAT FIBER	**$1.00**	**1**	**$150.00**

GB Part #: 26408488 UPC #: 09635970983
Item Note:

1200	**50 EA HUBBELL PWR HUBSUSF199**	CLAMP AL ADSS SUS FIXED .426-.475	**$57.69**	**1**	**$2,884.50**

GB Part #: 26573118 UPC #: 09635966578
Item Note:

To:	CITY OF SALLISAW 115 EAST CHOCTAW SALLISAW OK 74955-4629	Date:	04/21/2023
		Proj Name:	
Attn:	Clint Smith	**GB Quote #:**	**0243176149**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1300	**20 EA**	**HUBBELL PWR**	**HUBSUSF202**		**$57.12**	**1**	**$1,142.40**
Item Note:	**CLAMP, AL ADSS SUS FIXED .576-.625 SP. 30 week lead time.**						
1400	**10 EA**	**HUBBELL PWR**	**HUBSUSF204**		**$57.12**	**1**	**$571.20**
Item Note:	**CLAMP, AL ADSS SUS FIXED .676-.750 SP. 30 week lead time.**						
1500	**25 EA**	**HUBBELL PWR**	**RACO2234**		**$25.68**	**1**	**$642.00**
Item Note:	**In stock with manufacturer.**						
1600	**25 EA**	**HUBBELL PWR**	**RACO2236**		**$57.57**	**1**	**$1,439.25**
Item Note:	**In stock with manufacturer.**						
1700	**50 EA**	**HUBBELL PWR**	**PSC570ADCBO**		**$28.07**	**1**	**$1,403.50**
Item Note:							
1800	**30 EA**	**HUBBELL PWR**	**PSC570GADCBO**		**$46.85**	**1**	**$1,405.50**
Item Note:							
1900	**0 EA**		**NO BID**				
2000	**40 EA**	**HUBBELL PWR**	**PSCA570SG**	DOME CLOSURE 570 AD STH ROUND GROMMETS	**$340.92**	**1**	**$13,636.80**
GB Part #: 26406402	UPC #: 09635971585						
Item Note:							
2100	**40 EA**	**HUBBELL PWR**	**PSC404395**		**$53.07**	**1**	**$2,122.80**
Item Note:							
2200	**300 EA**	**HUBBELL PWR**	**PSCSTPS24**		**$31.88**	**1**	**$9,564.00**
Item Note:	**PLASTIC SPLICE TRAY 24 FIBER STD SIZE. 4 week lead time.**						

To:	CITY OF SALLISAW 115 EAST CHOCTAW SALLISAW OK 74955-4629
Attn:	Clint Smith

Date:	04/21/2023
Proj Name:	
GB Quote #:	**0243176149**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

2300	**40 EA**	**HUBBELL PWR**	**PSC730CB3**	GALVANIZED STEEL COIL BRCKT 33IN X 26IN	**$240.52**	**1**	**$9,620.80**

GB Part #: 26416230 UPC #: 09635964533
Item Note:

2400	**75 EA**	**HUBBELL PWR**	**CPB**		**$18.18**	**1**	**$1,363.50**

Item Note: **POLE BRACKET, TELECOM. 30 week lead time.**

2500	**25 EA**	**MULTI-LINK COMM PRD**	**10-6060**		**$363.64**	**1**	**$9,091.00**

Item Note: **6-8 week lead time.**

2600	**25 EA**	**MULTI-LINK COMM PRD**	**10-5435**		**$38.43**	**1**	**$960.75**

Item Note: **6-8 week lead time.**

2700	**100 EA**	**MULTILINK**	**10-8007**	24 SINGLE FUSION SPLICE TRAY	**$16.94**	**1**	**$1,694.00**

GB Part #: 25836798 UPC #:
Item Note: **6-8 week lead time.**

2800	**50 EA**	**MULTI-LINK COMM PRD**	**10-5122**		**$10.62**	**1**	**$531.00**

Item Note: **6-8 week lead time.**

2900	**50 EA**	**MULTI-LINK COMM PRD**	**10-5134**		**$6.98**	**1**	**$349.00**

Item Note: **6-8 week lead time.**

3000	**20 EA**	**COMMSCOPE**	**SP-10800NNNNXBBB**	PLC 1X8 900UM NO CONN	**$140.51**	**1**	**$2,810.20**

GB Part #: 26630883 UPC #:

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item Note: **3 week lead time.**

3100	**20,000 EA**	**OFS FITEL LLC**	**AT-3CE17NT-048-CLGA-CUT REEL**	48CT ADSS FIBER SM LT SJ DSM DRY	**$685.20**	**1000**	**$13,704.00**

GB Part #: 25894716 UPC #:
Item Note:

3200	**5,000 EA**	**OFS FITEL LLC**	**AT-3CE17NT-096-CLGA**		**$1,136.40**	**1000**	**$5,682.00**

Item Note: **AT-3CE17NT-096-CLGA AT-3CE17NT-096-CLGA_
100% DRY Single Jkt PowerGuide ADSS
Single PE Jkt, Dielectric Central Member
ALLWAVE + .35/.31/.25
db/km@1310/1385/1550
CABLE DIAMETER: 14.7mm (.579 in.)**

6-8 week lead time.

3300	**5,000 EA**	**OFS FITEL LLC**	**AT-3CE17NT-144-CLGA-CUT REEL**	144CT ADSS FIBER SM LT SJ DSM DRY	**$1,748.80**	**1000**	**$8,744.00**

GB Part #: 25894718 UPC #:
Item Note:

3400	**15,000 EA**	**OFS FITEL LLC**	**AT-3CE8T7X-002-2000**	ALLWAVE MINI LT 2.0MM PBT TUBE SM	**$213.47**	**1000**	**$3,202.05**

GB Part #: 26563193 UPC #:
Item Note:

Total in USD (Tax not included): $104,073.05

To: CITY OF SALLISAW
115 EAST CHOCTAW
SALLISAW OK 74955-4629
Attn: Clint Smith

Date: 04/21/2023
Proj Name:
GB Quote #: 0243176149

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed:____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

ANIXTER®

www.anixterpowersolutions.com

8201 POLE ROAD
Oklahoma City, OK 73149

Phone: 405.438.6382
Fax: 405.632.0668

HWY 59 FIBER

Quotation: U00722441.00

To: **CITY OF SALLISAW**
213 W QUESENBURY
SALLISAW, OK 74955

Attn:
Phone:
Fax:

Issued Date: **Apr 18, 2023**
Expiration Date: **May 11, 2023**
Sales Contact: **Thomas Wilson**
(P)
(F)
thwilson@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		**BLANK**	1	0.000	EA	0.00
2		**BLANK**	1	0.000	EA	0.00
3		**8810** BOLT MACH 5/8" X 10" GALV **STD PKG:** 50 DEL: STOCK	250	2.000	EA	500.00
4		**8812** BOLT MACH 5/8" X 12" GALV **STD PKG:** 50 DEL: STOCK	250	2.350	EA	587.50
5		**8814** BOLT MACH 5/8" X 14" GALV **STD PKG:** 30 DEL: STOCK	250	2.980	EA	745.00
6		**55084P** NUT SQ 5/8" **STD PKG:** 250 DEL: STOCK	500	0.000	EA	0.00
7		**6812** WASHER SQ 2" 1/8" GA 11/16" HOLE DEL: MOQ 300, 2 WKS	600	0.630	EA	378.00
8		**6811** WASHER SQ 2 X 2 X 1/8" 9/16" ID FOR 1/2" BOLT **STD PKG:** 300 DEL: STOCK	500	0.520	EA	260.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
9		**C2050190** HOOK DRIVE 7/16"X4-3/4" DEL: MOQ 150, 1 WK	150	1.240	EA	186.00
10		**WEGADSS102** DEL: 1 WK	150	41.710	EA	6,256.50
11		**WEGADSS106** DEL: 1 WK	30	41.710	EA	1,251.30
12		**WEGADSS104** DEL: 12 WKS	30	41.710	EA	1,251.30
13		**FFD12SS** CLAMP METL SHIM DROP WIR DEL: 1 WK	150	1.470	each	220.50
14		**HUBSUSF199** HPS HUBSUSF199 DISTRIBUT DEL: 40 WKS	50	57.740	each	2,887.00
15		**HUBSUSF202** DEL: 2 WKS	20	57.740	EA	1,154.80
16		**HUBSUSF204** DEL: 2 WKS	10	57.740	EA	577.40
17		**352-strap** 1" GRC / RIGID STEEL 2 HOLE STRAP **STD PKG:** 25 DEL: STOCK	25	0.260	EA	6.50
18		**354-STRAP** 1-1/2" GRC / RIGID STEEL 2 HOLE STRAP **STD PKG:** 25 DEL: STOCK	25	0.350	EA	8.75
19		**PSC570ADCBO** DEL: 10 WKS	50	27.060	EA	1,353.00

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
20		**PSC570GADCBO**	30	45.150	EA	1,354.50
21		**PSC570GADCBOLP** DEL: obsolete no equal or cross	30	0.000	EA	0.00
22		**PSCA570SG** DEL: 13 WKS	40	445.900	EA	17,836.00
23		**PSC404395** DEL: 1 WK	40	51.150	EA	2,046.00
24		**PSCSTPS24** TRAY SPLICE PLST 24 FBR STD SZ 12 POS SNGL FBR DEL: 1 WK	300	32.200	EA	9,660.00
25		**PSC730CB3** DEL: 1 WK	40	360.760	EA	14,430.40
26		**10-6060** DEL: 2 WKS	25	317.500	EA	7,937.50
27		**10-5435** DEL: 1 WK	25	33.550	EA	838.75
28		**10-8007** DEL: 1 WK	100	17.120	EA	1,712.00
29		**10-5122** DEL: 1 WK	1	9.270	EA	9.27
30		**10-5134** DEL: 1 WK	1	6.100	EA	6.10
31		**CC8542-000** SPLITTER OCC1P WIDEBAND PLANAR SNGL MODE 1X8 SYM DEL: 8 WKS	20	40.610	EA	812.20

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HWY 59 FIBER

Quotation: U00722441.00

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
32		**CPB** DEL: 20 WKS	90	18.000	EA	1,620.00
33		**DNA32918-01** AFL DNA32918-01 FLEX-SPAN CABLE 96 DEL: 20 WKS	20000	1.080	EA	21,600.00
34		**AE1449O620EA** 144 COUNT ADSS FIBER DEL: 1 WK	20000	1.478	EA	29,560.00
35		**8107935/DB** O-004-DF-8W-F04NS CUSTOM ORDER ON 2000FT REELS ONLY DEL: 1 WK	15000	0.220	EA	3,300.00
36		**DNA-33745-01** FLEX-SPAN CABLE 48 DEL: 1 WK	20000	0.700	EA	14,000.00

SECTION TOTAL: $144,346.27

QUOTE TOTAL: **$144,346.27**

Special Notes

1) All items are In Stock unless otherwise noted.
2) All item pricing on this quote is valid for thirty days unless otherwise specified.
3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

http://www.anixter.com/TERMSANDCONDITIONS

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

AGENDA ITEM COMMENTARY

Meeting Date:	May 8, 2023
Board:	Sallisaw Municipal Authority
Subject:	GRDA Power Cost Adjustment

ITEM TITLE: Update and Discussion on the Grand River Dam Authority Power Cost Adjustment; Possible Direction of Staff

INITIATOR: General Manager
Director of Finance

STAFF INFORMATION SOURCE: Grand River Dam Authority

BACKGROUND: Staff will provide any information available regarding the GRDA PCA and the effects of the cost of natural gas on GRDA power generation and the cost passed to Sallisaw customers.

EXHIBITS: 1. 5.8.2023.GRDA.Sallisaw PCA

KEY ISSUES:

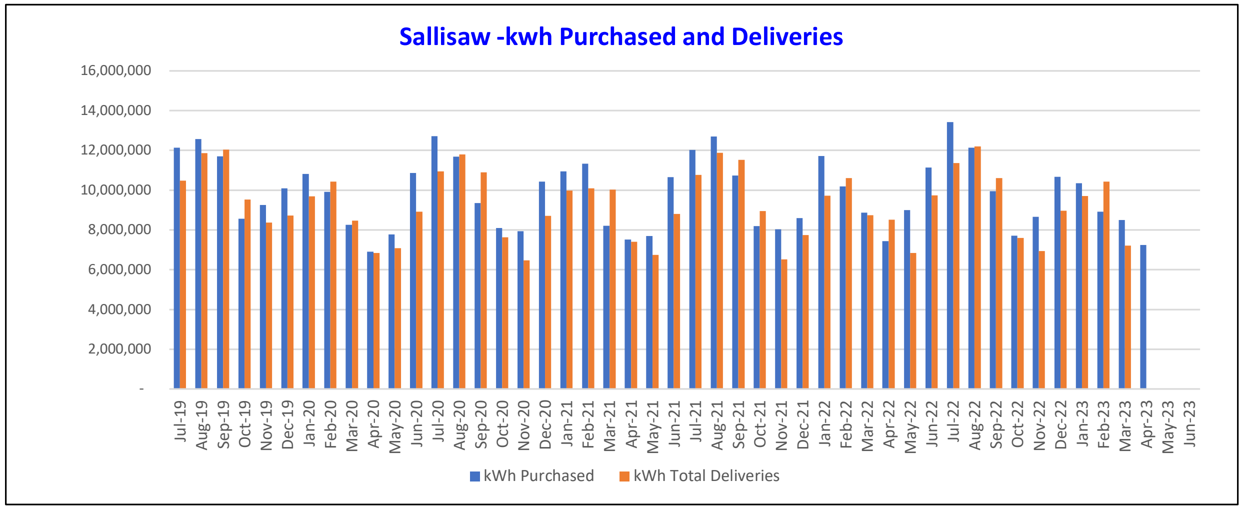
- April 2023 PCA: $0.03742
- March 2023 PCA: $0.03746
- February 2023 PCA: $0.03822
- January 2023 PCA: $0.03806 per kWh.
- GRDA's PCA rate trends in conjunction with the natural gas index and the previous month(s) under/over recovery of the GRDA PCA.
- The excess cost of the PCA, not included in the city base rates, is calculated and passed on to our customers as the Cost of Power Base Adjustment (CPBA) charge.

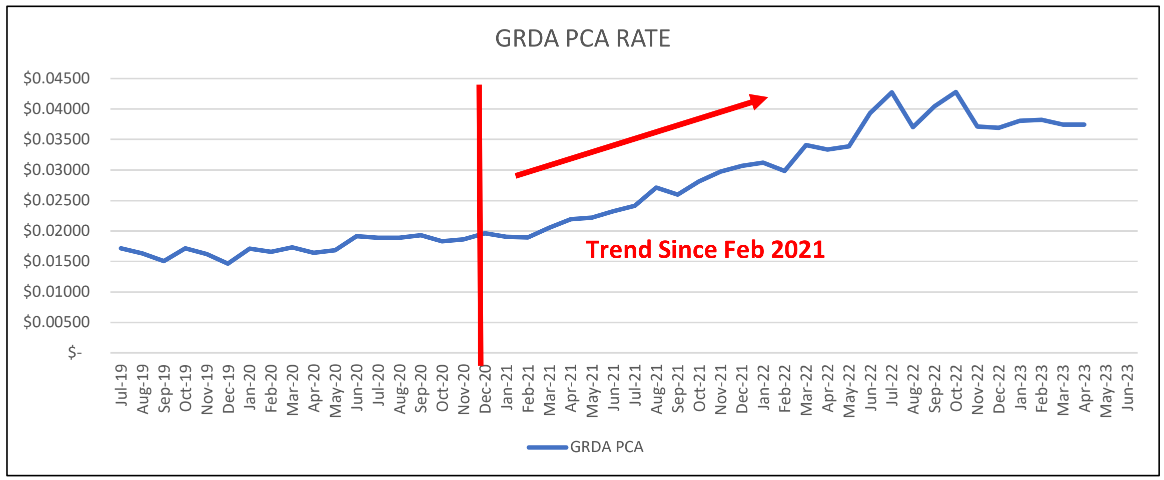
FUNDING SOURCE: NA

RECOMMENDATION: Receive updates and provide guidance to staff as needed.

5/4/2023

	GRDA PCA	PCA Cost	kWh Purchased	kWh Total Deliveries	Meters Served
Jul-19	$ 0.01718	$208,702	12,147,980	10,492,537	4,350
Aug-19	$ 0.01629	$204,726	12,567,603	11,858,333	4,338
Sep-19	$ 0.01509	$176,448	11,693,074	12,039,380	4,324
Oct-19	$ 0.01716	$146,808	8,555,261	9,531,369	4,346
Nov-19	$ 0.01624	$150,210	9,249,393	8,376,100	4,314
Dec-19	$ 0.01462	$147,525	10,090,655	8,724,102	4,322
Jan-20	$ 0.01710	$184,983	10,817,729	9,684,041	4,332
Feb-20	$ 0.01659	$164,350	9,906,580	10,436,933	4,336
Mar-20	$ 0.01730	$142,876	8,258,704	8,463,168	4,352
Apr-20	$ 0.01643	$113,403	6,902,218	6,844,911	4,325
May-20	$ 0.01683	$130,788	7,771,118	7,075,457	4,354
Jun-20	$ 0.01914	$207,913	10,862,726	8,912,216	4,369
Jul-20	$ 0.01890	$240,397	12,719,420	10,948,403	4,378
Aug-20	$ 0.01888	$220,549	11,681,639	11,804,237	4,384
Sep-20	$ 0.01929	$180,303	9,346,979	10,893,526	4,348
Oct-20	$ 0.01829	$148,112	8,097,951	7,630,330	4,336
Nov-20	$ 0.01863	$147,815	7,934,240	6,469,889	4,349
Dec-20	$ 0.01962	$204,735	10,435,034	8,718,069	4,354
Jan-21	$ 0.01905	$208,612	10,950,787	9,979,645	4,361
Feb-21	$ 0.01892	$214,521	11,338,318	10,095,860	4,357
Mar-21	$ 0.02052	$168,358	8,204,584	10,033,051	4,371
Apr-21	$ 0.02194	$164,798	7,511,319	7,405,128	4,361
May-21	$ 0.02219	$170,728	7,693,935	6,750,389	4,374
Jun-21	$ 0.02328	$248,047	10,654,926	8,811,978	4,372
Jul-21	$ 0.02409	$289,789	12,029,444	10,771,812	4,378
Aug-21	$ 0.02712	$344,217	12,692,356	11,873,689	4,369
Sep-21	$ 0.02594	$ 278,838	10,749,359	11,537,245	4,384
Oct-21	$ 0.02811	$ 230,488	8,199,488	8,949,667	4,383
Nov-21	$ 0.02972	$ 238,556	8,026,771	6,531,846	4,412
Dec-21	$ 0.03070	$ 264,018	8,599,934	7,746,884	4,405
Jan-22	$ 0.03118	$ 365,522	11,722,977	9,719,508	4,407
Feb-22	$ 0.02983	$ 304,170	10,196,767	10,617,183	4,387
Mar-22	$ 0.03409	$ 302,546	8,874,926	8,736,106	4,409
Apr-22	$ 0.03337	$ 248,169	7,436,898	8,518,512	4,388
May-22	$ 0.03391	$ 305,151	8,998,862	6,849,400	4,407
Jun-22	$ 0.03933	$ 437,657	11,127,822	9,743,166	4,411
Jul-22	$ 0.04272	$ 573,711	13,429,576	11,372,762	4,408
Aug-22	$ 0.03703	$449,206	12,130,874	12,201,970	4,444
Sep-22	$ 0.04045	$402,208	9,943,344	10,602,894	4,415
Oct-22	$ 0.04277	$329,994	7,715,547	7,600,494	4,393
Nov-22	$ 0.03712	$321,559	8,662,690	6,934,922	4,408
Dec-22	$ 0.03693	$ 394,377	10,679,039	8,975,470	4,430
Jan-23	$ 0.03806	$ 394,341	10,361,025	9,711,372	4,425
Feb-23	$ 0.03822	$ 341,282	8,929,409	10,428,356	4,420
Mar-23	$ 0.03746	$ 318,359	8,498,635	7,204,822	4,439
Apr-23	$ 0.03742	$ 271,013	7,242,487		
May-23					
Jun-23					





GRDA PCA	Apr-23	$ 0.03742	
	Feb-21	$ 0.01892	*(Month of Winter Storm URI)*
	Increase	$ 0.01850	
	% Increase	97.8%	