SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING

July 12, 2021

Time: Immediately Following the
Meeting of the Board of City Commissioners

Wheeler Event Center
103 North Wheeler
Sallisaw, OK

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 June 14, 2021**

4. **Consider Approval of Uptown Services Statement of Work (SOW) #20, an Agreement to Provide Consulting Services to the Sallisaw Municipal Authority**

5. **Discuss and Consider Approval of First Amendment to the Memorandum of Understanding and Revised Exhibit C of the MOU Between the Sallisaw Municipal Authority and the Grand River Dam Authority Related to the Construction of the North Substation and Authorize City Match in an Amount Not to Exceed $250,000.00**

6. **Discuss and Consider Approval of Staff's Request to Locate, Bid On, And/Or Purchase, one (1) Used Off Road Articulating Dump Truck for Use at the Landfill, in *Amount Not to Exceed* $260,000.00, plus Applicable Shipping Fees**

7. **Discuss and Consider Approval of Purchase Order No. 86460, in an *Amount not to Exceed* $100,000.00, Issued to Calix, for the Purchase of Calix Equipment for Telecommunications**

8. **Discuss and Consider Approval of Purchase Order No. 86481, Issued to Behlmann Auto Group of Troy, Missouri, in the Amount of $59,374.00, for the Purchase of one (1) 2021 Dodge Ram 5500 Crew Cab & Chassis 4X4 for the Electric Department.**

9. **Discuss and Consider Approval of Purchase Order No. 86480, Issued to TrailQuip Plus LLC, of Checotah, OK, in *amount not to exceed* $21,500.00 for the Purchase of one (1) HydraBed Reel Bed and Hydra Winder for the Electric Department**

10. **Discuss and Consider Approval of Purchase Order No. 86485, Issued to T&R Electric Supply Co, of Colman, South Dakota, in the amount of $54,500.00, for the Purchase of one (1) 3750 KVA Pad Mount Transformer.**

11. **Discuss and Consider Approval of Contract for Engineering Services Between the Sallisaw Municipal Authority and Neel, Harvell and Associates, P.C., Consulting Engineers for Improvements to the Sallisaw Solid Waste Landfill Facility, Cell 8A Expansion, in the Amount of $106,500.00**

12. **Discussion and Possible Direction to Staff Regarding the Grand River Dam Authority Electric Power Cost Adjustment Related to the February 2021 Winter Storm.**

13. **Discuss and Consider Approval of Staff's Request to Reinvest the Sallisaw Municipal Authority Certificate of Deposit with National Bank of Sallisaw for 91 Days at .15%**

14. **Discussion Concerning the Possible Purchase of Real Property, Possibly Convene in Executive Session as Authorized by Title 25 O.S.,§ 307(B)(3)**

15. **Possible Action or Direction Pursuant to Executive Session**

16. **Reconvene to Regular Session**

17. **Administrative Reports**

18. **Adjourn**

Posted: JULY 9, 2021
Time: 9:15 A.M.

Dianna Davis

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

JUNE 14, 2021

The Sallisaw Municipal Authority met in a regular meeting on June 14, 2021, in the Wheeler Event Center, located at 103 North Wheeler. Notice of the meeting was given by e-mailing the agenda to Sequoyah County Times; by posting at city hall; by posting on the city 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 Bailey,	Trustee, Ward 4
Members Absent:	(None)	
Staff present:	Keith Skelton,	General Manager
	John R. Montgomery,	City Attorney
	Dianna Davis,	Secretary
	Robin Haggard,	Director of Finance
	Randy Sizemore,	Purchasing Agent
	Chris Carter,	Code Inspector/Bldg. Dev.
	Terry Franklin	Chief of Police
	Andrew Edwards,	Patrolman
	Amy Edwards,	Sallisaw NOW
	George Bormann,	Grants Admin/Eco Dev Dir
Others present:	Roy Faulkenberry; Laura Brown.	

Chairman Martens called the meeting to order at 7:18 p.m. and declared a quorum was present.

CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF MAY 10, 2021 AND SPECIAL MEETING OF MAY 18, 2021

Motion was made by Lowe, seconded by Mendiola, for approval. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

CONSIDER APPROVAL OF RENEWAL OF WATER CONTRACTS WITH RURAL WATER DISTRICT NO. 3, RURAL WATER DISTRICT NO. 4, AND C.D. WATER SYSTEMS, FOR THE PURCHASE OF TREATED WATER

Motion was made by Mendiola, seconded by Bailey, for approval of the water contracts. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF STAFF'S REQUEST TO REINVEST THE SALLISAW MUNICIPAL AUTHORITY AND THE METER FUND CERTIFICATES OF DEPOSIT WITH ARMSTRONG BANK FOR 182 DAYS AT .20%

Motion was made by Mendiola, seconded by Bailey, to reinvest the Sallisaw Municipal Authority and the Meter Fund Certificates of Deposit with Armstrong Bank for 182 days at .20%. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

DISCUSS AND CONSIDER APPROVAL OF CITY MANAGER CONTRACT FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2022

Motion was made by Mendiola, seconded by Lowe, for approval of the City Manager contract for July 1, 2021 through June 30, 2022. Vote: Mendiola aye; Lowe aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0.

ADMINISTRATIVE REPORTS

None.

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting there being no further business. Vote: Lowe aye; Bailey aye; Peerson aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting adjourned at 7:21 p.m.

APPROVED the ____**12th**____ day of ____**JULY**____ **2021**.

____

SECRETARY TO THE AUTHORITY

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Uptown Services Statement of Work (SOW) #20

ITEM TITLE: Consider Approval of Uptown Services Statement of Work (SOW) #20, an Agreement to Provide Consulting Services to the Sallisaw Municipal Authority

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Uptown Services

BACKGROUND: Uptown Services was originally contracted to perform consulting tasks for SMA related to the DiamondNet fiber optic project. Original contract date was April 14, 2003. Since the original contract, the scope of work has been modified to meet the ongoing needs of DiamondNet and staff.

The ongoing relationship with Uptown Services is a benefit for the SMA in that the SMA does not have the staff time or the expertise in programming issues that must be negotiated as the existing agreements expire. Uptowns experience in this area continues to save us from incurring additional expenses related to programming. Uptown also assists staff with other technical issues related to DiamondNet operations.

EXHIBITS: 1. Uptown Services Statement of Work #20

KEY ISSUES: Approval of this item will allow Uptown Services to continue working with staff on DiamondNet operations, as well as programming issues that arise during the coming year. The new Agreement provides for these services for the period July 1, 2021 to June 30, 2022.

Uptown Services greatly benefits the city in that the city staff does not have the staff time nor the expertise in programming issues that must be negotiated. Uptown is able to stay on top of the issues on a nationwide basis and keep up with trends in programming.

FUNDING SOURCE: SMA

RECOMMENDATION: Staff recommends approval of Uptown Services Statement of Work (SOW) #20.

IMPLEMENTATION SUPPORT SERVICES

FOR

FIBER OPTIC TELECOMMUNICATIONS SYSTEM

SALLISAW MUNICIPAL AUTHORITY

STATEMENT OF WORK NO. 020

DATED AS OF JULY 1, 2021

This statement of work is issued pursuant to that certain Consulting Agreement dated as of April 14, 2003, by and between Sallisaw Municipal Authority ("Utility") and Uptown Services, LLC ("Uptown"), the "Agreement."

A. Term of this Statement of Work

From July 1, 2021 to June 30, 2022, unless otherwise terminated pursuant to the terms of Agreement, or extended by mutual agreement of the parties.

B. Scope of Assignment

This agreement providers for a monthly retainer to be paid for consulting and project execution tasks as required by the Utility in operating its fiber optic system.

Ongoing consulting support tasks to be completed are:

- Programmer negotiation, renewals, and invoicing issues
- Annual rate increase analysis and recommendation
- Assistance launching new video channels
- Troubleshooting video services
- Marketing and sales program development and execution
- Negotiation of retransmission consent agreements

The monthly retainer will be $750 per month for the ongoing consulting support tasks. This monthly retainer will cover remote support. In-person onsite travel will be $1,500 per trip. Actual travel expenses will be additional to this amount.

C. Uptown Contact Information

Project Lead: Dave Stockton
11173 E Greenway Rd
Scottsdale, AZ 85255
Phone: 404 641 3000 (cell)
Phone: 480 515 6290 (landline)
Email: dstockton@uptownservices.com
Website: http://www.UptownServices.com

D. Incorporation of Terms and Conditions of Agreement

The terms and conditions of the Agreement referenced above are hereby incorporated in and made part of this Statement of Work.

Agreed:		Agreed:	
Uptown Services, LLC		Sallisaw Municipal Authority	
By:	____________________	By:	____________________
Name:	Dave Stockton	Name:	
Title:	Principal	Title:	General Manager
Date:	____________________	Date:	____________________

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	GRDA MOU Related to the North Substation

ITEM TITLE: Discuss and Consider Approval of First Amendment to the Memorandum of Understanding and Revised Exhibit C of the MOU Between the Sallisaw Municipal Authority and the Grand River Dam Authority Related to the Construction of the North Substation and Authorize City Match in an Amount Not to Exceed $250,000.00

INITIATOR: Grand River Dam Authority
SMA General Manager

STAFF INFORMATION SOURCE: Grand River Dam Authority

BACKGROUND: In August 2020, the SMA approved the original MOU between the SMA and GRDA regarding construction of the North Substation. This MOU allowed GRDA to proceed with engineering and coordination with the SMA engineering group, Olsson Engineering. GRDA has now updated their costs related to this project and has presented a revised MOU and an updated Exhibit C for consideration by the SMA Board. The revised Exhibit C is in the amount of $209,741. The revised Exhibit C is based on most GRDA material and engineering services being bid and received. The remaining labor portion, estimated at $233,700, is the remaining amount that may change once bids are received for GRDA's portion of the project.

EXHIBITS:
1. Sallisaw First Amendment to MOU-7-6-21, Revised Exhibit C
2. 2020-08-10_GRDA.SMA.Original MOU.Aug2020

KEY ISSUES:

- The MOU specifies GRDA and SMA shares in the cost of the project. These costs are related to GRDA's portion of the substation. GRDA 78%, SMA 22% of costs.
- The updated Exhibit C is in the amount of $209,741.00. This is an increase of $77,330.00 from the original Exhibit C approved in August 2020.
- GRDA has agreed to keep their overhead rates the same as presented in August 2020, even though their overhead rates have changed. The increase presented represents the increased costs of the project on GRDA side.
- Although some remaining estimated costs may change, either by increase or decrease, most of the costs are set since most of the materials have already been bid. Labor costs may change, up or down, but will not be known until the labor bids are received.

- As with other projects, material costs have increased over the last six months.

FUNDING SOURCE: Series 2020 Bond Funding via the Sallisaw Municipal Authority

RECOMMENDATION: Staff recommends approval of the First Amendment to the Memorandum of Understanding and revised Exhibit C, and also approval of city match in the amount not to exceed $250,000.00. This will cover any adjustments to Exhibit C up to $250,000.00, which represents the city share of costs incurred by GRDA.

<u>FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING</u>

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“Amendment”) is made and entered into this ____ day of _________, 2021, between the GRAND RIVER DAM AUTHORITY (“GRDA”) and SALLISAW MUNICIPAL AUTHORIRY, (“CUSTOMER”).

Background:

1.1 On August 10, 2020, CUSTOMER and GRDA entered into that certain Memorandum of Understanding (“MOU”) related to the upgrades to the Sallisaw City 3 substation (“PROJECT”);

1.2 According to the MOU, GRDA and CUSTOMER will both perform certain upgrades to the existing substation, as more particularly described in Exhibit B of the MOU;

1.3 The Parties agreed to split costs associated with GRDA’s work by percentage in an effort to increase efficiency and reduce costs associated with detailed tracking of specific portions of the project. More specifically, the Parties agreed that GRDA would incur 75% of the costs associated with the PROJECT, and Customer would incur 25% of the costs associated with the PROJECT. A cost estimate of each Party’s respective cost responsibility was included in Exhibit C of the MOU; and

1.4 Due to scope adjustments and more accurate cost details, both Parties agree to revise the original allocation of costs via the terms of this Amendment such that GRDA will incur 78% of such costs, and CUSTOMER will pay 22% of such costs.

Therefore, the Parties agree as follows:

2.1 In ARTICLE I, Section 8 of the MOU, the phrase: “*(b) assign 25% of that sum to Customer, and 75% of that sum to GRDA*” is replaced by the phrase: “*(b) assign 22% of that sum to Customer, and 78% of that sum to GRDA*”

2.2 In ARTICLE II, Section 5(b)(iii) of the MOU, the phrase: *“Customer will pay GRDA 25% of all costs arising from or related to the Project. Regardless of the estimate in **Exhibit C**, Customer will pay GRDA 25% of the <u>actual</u> cost of all work performed by GRDA in this area, even if those costs are less than or greater than the rough estimate provided by GRDA”* is replaced by the phrase: *“Customer will pay GRDA 22% of all costs arising from or related to the Project. Regardless of the estimate in **Exhibit C**, Customer will pay GRDA 22% of the <u>actual</u> cost of all work performed by GRDA in this area, even if those costs are less than or greater than the rough estimate provided by GRDA.”*

2.3 In ARTICLE II, Section 9 of the MOU, the phrase: *“After this Memorandum has been signed, the estimated time for completion of the Project is **<u>14 months</u>**, or approximately **<u>September 30, 2021</u>**, whichever comes later”* is replaced by the phrase *“After this Memorandum has been signed, the estimated time for completion of the Project is **<u>17 months</u>**, or approximately **<u>December 30, 2021</u>**, whichever comes later.”*

2.4 Exhibit C to the MOU shall be replaced with Exhibit C-1 to this Amendment.

2.5 Each of the remaining terms of the MOU shall remain the same.

(signature page to follow)

The parties signing below agree to the terms of this Amendment.

SALLISAW MUNICIPAL AUTHORITY	**GRAND RIVER DAM AUTHORITY**
By________________________________	By________________________________
__________, Chairman	Daniel S. Sullivan, CEO
ATTEST:	ATTEST:
(Seal)	(Seal)
________________________________	________________________________
__________, Secretary	Sheila Allen, Corporate Secretary

Grand River Dam Authority

EXHIBIT C-1

226 W. DWAIN WILLIS AVE
VINITA, OK 74301

Date Prepared 6/28/2021
Prepared For Sallisaw Municipal Authority

PROPOSAL	AMOUNT
Sallisaw City 3 Rebuild	$209,741

ESTIMATED PROJECT COST

	City (22%)	GRDA (78%)	Totals
Material	$93,016	$329,784	$422,800
Construction	$51,414	$182,286	$233,700
GRDA Labor	$20,782	$73,681	$94,463
Engineering	$27,732	$98,323	$126,055
Transportation	$1,261	$4,471	$5,732
Overhead	$15,536	$55,084	$70,620
Totals	$209,741	$743,628	$953,370

- No new load is associated with this project.
- Changes in the scope of the project or new load projections may require additional payments.
- There will be true-up of costs upon completion of the work.
- As with all business, our costs can change. This is solely an estimate, based on rates for this calendar year.

DIRECT ALL INQUIRIES TO:

Jerry Cook
Office: 918-610-9785
Mobile: 918-378-6953
Email: jerry.cook@grda.com

$ 209,741
Total Estimated Cost

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is a legally enforceable agreement made and entered into this 10th day of August, 2020, between the GRAND RIVER DAM AUTHORITY ("GRDA") and the SALLISAW MUNICIPAL AUTHORITY, ("Customer").

ARTICLE I: RECITALS

1. Customer owns and operates electrical distribution facilities in and around the city of Sallisaw in Sequoyah County, Oklahoma.

2. Customer has entered into a Power Purchase and Sale Agreement (hereinafter referred to as "PPSA") with GRDA under which GRDA agrees to supply and Customer agrees to purchase wholesale full requirements electric service from GRDA.

3. GRDA currently delivers wholesale electric service to Customer at two (2) substations, including three (3), 13.2 kV metered locations in and around the city of Sallisaw.

4. GRDA owns and maintains a portion of the equipment within Sallisaw #3 substation, including the 69 kV line terminals, bus, circuit switcher, power transformer, transformer protection, and metering.

5. Customer has requested GRDA to make certain improvements to Customer's Sallisaw #3 substation, which will include, but are not limited to, relocation, redesign, and reinstallation of certain GRDA-owned equipment (collectively, "Sallisaw #3 Relocation").

6. The Sallisaw #3 Relocation is related to modernization and reliability, and not needed to increase substation capacity.

7. To support efficient operations, GRDA plans to perform additional system improvement work in and around the Sallisaw #3 substation that is not directly required under Customer's request (collectively, "GRDA-Only Work").

8. Because of the administrative complexity of creating separate invoices for the Sallisaw #3 Relocation and the GRDA-Only Work, particularly considering the common work areas (for example, the hourly allocation of labor and equipment costs for personnel on-site to perform both the Sallisaw #3 Relocation and the GRDA-Only Work), Customer and GRDA have agreed to: (a) sum the costs of the Sallisaw #3 Relocation and the GRDA-Only Work; and (b) assign 25% of that sum to Customer, and 75% of that sum to GRDA.

9. For the purposes of this Memorandum, all of the work performed for both the Sallisaw #3 Relocation and the GRDA-Only Work will collectively be defined as the "Project."

10. GRDA and Customer desire to enter into this Memorandum to establish each party's responsibilities with regard to the Project.

ARTICLE II: AGREEMENT

In consideration of the mutual terms and conditions contained in this Memorandum, the parties agree as follows:

1. Term and Effective Date. This Memorandum shall become effective on the date that it is executed by both parties, and shall terminate upon the performance of all duties arising under this Memorandum by both parties. Provided, any duty of one party to pay the other party arising under this Memorandum shall survive termination.

2. Division of Responsibilities, Ownership, and Maintenance.

   a. The demarcation of ownership, risk of loss, and future maintenance responsibilities related to the Project shall be as defined on the preliminary one-line diagram, which has been attached to this Memorandum as **Exhibit A**, the contents of which are incorporated by reference.

   b. Except as otherwise specifically provided in this Memorandum, the division of responsibilities for engineering, procurement, and construction of the Project shall be as defined in the responsibility table, which has been attached to this Memorandum as **Exhibit B**, the contents of which are incorporated by reference.

3. Duties of Customer.

   a. Customer will engineer, procure, design, and construct (including any necessary removal of Customer-owned equipment), at Customer's sole expense, all Customer responsibilities as documented in **Exhibit B**. For the avoidance of doubt, the costs that Customer incurs for customer's responsibilities in this paragraph are not Project costs, and will not be shared by GRDA.

   b. Customer will pay GRDA for Customer's share of the Project costs, as more particularly described in paragraph 5 below.

   c. Customer will furnish the substation property, grading, sitework and fencing for the entire substation, including any portion(s) of the substation that are installed and maintained by GRDA.

   d. Customer will provide any necessary easements, road crossing permits, underground utility locates, and/or other required city authorizations over and across city property and streets, at no cost to GRDA, for any work, project, planning, or other activity arising from or related to this Project. Customer will, at Customer's cost and expense, secure any additional right of way as determined necessary by GRDA to complete the Assistance.

4. Duties of GRDA.

a. GRDA will perform all GRDA responsibilities as documented in **Exhibit B.** For the avoidance of doubt, the costs that GRDA incurs for GRDA's responsibilities in this paragraph are Project costs.

b. GRDA will furnish space within its control building for housing of Customer-owned protection/control equipment and conduit/wiring access for same. Provided, Customer may be required to re-locate equipment within the control building to a different location within the control building upon written notice from GRDA. This space will remain available until the earlier of: (i) the physical removal, destruction, or unavailability of the control building; or (ii) the termination of the PPSA.

5. <u>Invoices and Customer Payment Schedule</u>.

a. *Invoices.* GRDA will deliver one or more invoices to Customer for any amounts due from Customer to GRDA pursuant to this Memorandum. Invoices will be sent to the contact information listed for Customer in paragraph 11 of this Memorandum. Customer will pay any amounts listed in such invoice(s) within thirty days of delivery. GRDA may, at GRDA's discretion, invoice Customer for costs as they accrue.

b. *Calculation of Costs.*

i. The costs of the Project as provided by GRDA will include all expenses arising from or related to the Project, including, but not limited to, engineering, equipment, materials, fuel, labor (including, but not limited to, benefits, meals, and lodging, but excluding break periods for meals), testing, and commissioning.

ii. GRDA has provided a rough estimate of the costs of performing the Project, including an estimated schedule of costs, which has been attached as **Exhibit C.**

iii. Customer will pay GRDA 25% of all costs arising from or related to the Project. Regardless of the estimate in **Exhibit C**, Customer will pay GRDA 25% of the <u>actual</u> costs of all work performed by GRDA in this area, even if those costs are less than or greater than the rough estimate provided by GRDA.

c. *Reimbursement Period Beginning and Ending.* The reimbursement period begins when the first GRDA personnel departs GRDA's facilities en route to Customer's location, and ends when the final GRDA personnel returns to GRDA's facilities.

d. *Materials and Equipment.* For materials provided from GRDA's stock, costs will be calculated based upon the average cost of the materials. For equipment, costs will be calculated based upon listed GRDA rates, if any. If no rates are listed, cost will be calculated based upon the FEMA Schedule of Equipment Rates.

e. *Allowable Expenditure Formula.* The parties do not anticipate that this Project will result in new load for Customer. Therefore, the GRDA expenses associated with the Project are Unjustified Expenditures as calculated and defined by the Allowable Expenditure Formula in Sections 5.4 and 5.6 of the Wholesale Customer Electric Service Policy, which is attached (as amended) as Exhibit D to the PPSA ("PPSA-Exhibit D"). Customer has elected to compensate GRDA for the costs of the Project as they accrue and are invoiced in accordance with the terms of this Memorandum, and not via an adder on the Customer's monthly power invoice under Section 5.6.1(1)(a) of the PPSA-Exhibit D.

6. GRDA Personnel. GRDA intends to use its Engineering Department for the design activities required for this work, and a construction contractor and/or the services of GRDA crews for the completion of the GRDA portion of the field work. GRDA may subcontract these tasks to third parties that GRDA determines, in GRDA's sole discretion, are adequately skilled to perform the tasks. All GRDA personnel and equipment will remain under the direct supervision of GRDA. The designated GRDA supervisor will have the exclusive authority to assign work to (and establish the parameters of work for) GRDA personnel. Customer will prevent its employees from operating GRDA equipment.

7. Notice of Completion and Maintenance. Each party will notify the other party when that party has completed their respective portion of the Project.

8. Outages. GRDA will use reasonable efforts to coordinate with Customer regarding any outages that GRDA determines are necessary for the completion of the Project. Provided, GRDA will have no liability for any such outages.

9. Estimated Completion Schedule. After this Memorandum has been signed, the estimated time for completion of the Project is **14 months**, or approximately **September 30, 2021**, whichever comes later. Provided, this is an estimate only, and GRDA will have no liability for delays in project completion.

10. Choice of Law and Venue. This Memorandum shall be interpreted and construed in accordance with the laws of the State of Oklahoma. The state district courts in Mayes County, Oklahoma, will have exclusive venue over any disputes arising from or related to this Memorandum.

11. Notice. Any written notice required or appropriate hereunder shall be deemed properly given if emailed or mailed, postage prepaid, certified mail, return receipt requested, to the Party concerned as follows:

Grand River Dam Authority Attn: Chief Engineer 9933 E. 16th Street	Sallisaw Municipal Authority Attn: City Manager 115 E. Choctaw

Tulsa, OK 74128 jtullis@grda.com With copy to: GRDA General Counsel 9933 E. 16th Street Tulsa, OK 74128	Sallisaw, OK 74955-0525 kskelton@sallisawok.org

12. Entire Agreement and Amendment. This Memorandum constitutes the entire agreement between GRDA and Customer regarding the Project, and supersedes all prior written or oral understandings between the parties regarding the Project. Provided, this Memorandum shall not be construed to alter the PPSA. This Memorandum may only be amended, supplemented, modified or canceled by a written instrument executed by an authorized representative of GRDA and an authorized representative of Customer.

13. Force Majeure. GRDA will not be liable or responsible for any damage or injury that may be caused by its failure to perform any obligation under this Memorandum or any delay in performance resulting from or contributed to by any cause beyond the control of GRDA or its consulting engineer, construction contractor, or suppliers if such cause was not reasonably foreseeable, or from any force majeure. The term "force majeure" as used herein, shall mean those situations or conditions which are beyond the control of GRDA or Customer, and that, after the exercise of due diligence to remedy such situation or condition, render GRDA or Customer unable, wholly or in party, to carry out the covenants contained herein. Such force majeure includes but is not limited to acts of God, strikes, lockouts, acts of terrorism, acts of the public enemy, orders of any kind of the government of the United States or of the State of Oklahoma or any civil or military authority insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, insofar as each of the foregoing are beyond the reasonable control of the party in question.

14. Indemnification, Limitation of Liability, and No Warranty. Customer will release, defend, indemnify, and hold harmless GRDA from and against any third party claims, demands and liabilities whatsoever arising from or related to this Memorandum. NO IMPLIED OR STATUTORY WARRANTIES, AND/OR WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR USE SHALL APPLY TO THE MOBILE SUBSTATION, OR TO GRDA'S PERFORMANCE OF ANY OTHER EQUIPMENT, MATERIAL, DUTY OR SERVICE ARISING UNDER OR RELATED TO THIS MEMORANDUM. It is the intent of the parties that GRDA will be completely absolved of liability arising from or related to this Memorandum. However, if a court of competent jurisdiction determines that the preceding paragraph does not completely absolve GRDA of liability, in no event will GRDA's total cumulative liability for all claims arising from or related to this Memorandum exceed $10,000.

15. No Legal Partnership, Joint Venture, or Affiliation. This Memorandum shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or

association that would otherwise render the them liable as partners, agents, employer-employee or otherwise create any joint and several liability.

16. Risk of Loss. Customer retains the risk of loss of the tooling, equipment, and materials related to the PROJECT at all times.

17. Representation of Authority to Execute. The parties signing below represents that they possess adequate authority to bind the Parties to the obligations contained in this Memorandum.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum effective on the latter of: (a) the day and year first above written; or (b) the date of approval or ratification by the GRDA Board of Directors.

GRAND RIVER DAM AUTHORITY

By______________________
Daniel S. Sullivan, General Manager/ CEO

ATTEST:

(Seal)

____
Sheila Allen, Corporate Secretary

GRAND RIVER DAM AUTHORITY OFFICIAL SEAL

SALLISAW MUNICIPAL AUTHORITY

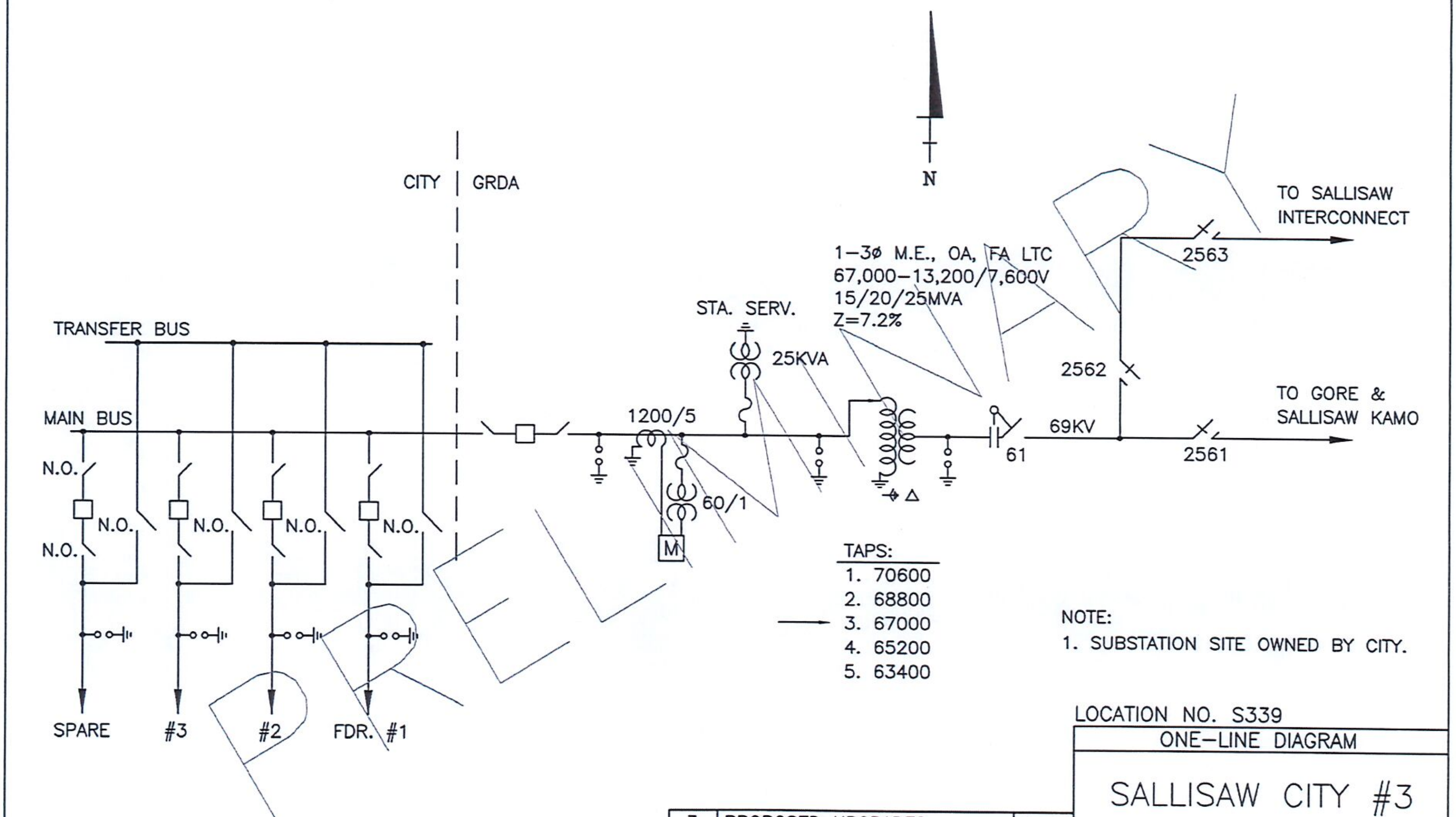
THE SALLISAW MUNICIPAL AUTHORITY OFFICIAL SEAL OKLAHOMA

By______________________
__________, Chairman

ATTEST:

(Seal)

Dianna Davis
__________, Secretary



NOTE:
1. SUBSTATION SITE OWNED BY CITY.

LOCATION NO. S339

ONE-LINE DIAGRAM

SALLISAW CITY #3

REV.	DESCRIPTION	DATE
3	PROPOSED UPGRADES	6-17
2	REV. FROM FIELD NOTES	2-01
1	REDRAWN ON CAD WAS DWG. 8000935	7-99

GRAND RIVER DAM AUTHORITY
DRAWN: RLS
DATE: 6JULY1999
APPROVED: CTR
SIZE B 935
REV. 3
SCALE: NONE
SHEET 1 OF 1

Exhibit "A"

Responsibility Table for the Sallisaw City #3 Substation Upgrade

	Equipment	Dwg. No.	Designs	Qty	Furnishes[1]	Installs	Owns	Maintains	Replaces
1.	15-kV low-side buswork and supports for Transformer No. 1 (from xfmr thru metering to feeder structure)	/XX/	GRDA	N/A	GRDA	GRDA	GRDA	GRDA	GRDA
2.	15-kV Bus/Metering/Station Service Support Steel (including required foundations)	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
3.	15-kV Metering CTs/PTs (includes fuses and wiring)	/XX/	GRDA	3 ea.	GRDA	GRDA	GRDA	GRDA	GRDA
4.	15-kV Station Service Transformer with associated equipment	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
5.	15-kV Bus Lightning Arresters (mount on feeder structure connect to 15-kV bus from metering)	/XX/	GRDA	3	GRDA	GRDA	GRDA	GRDA	GRDA
6.	15-kV Circuit Breaker, 2000 Amp (including pad)	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
7.	15-kV Disconnect Switches, 2000 Amp, Hookstick-Operated	/XX/	GRDA	6	GRDA	GRDA	GRDA	GRDA	GRDA
8	Trenching for GRDA protection & control conduits to cable trench	/XX/	GRDA	1 lot	GRDA	GRDA	GRDA	GRDA	GRDA
9.	Protective relaying for Transformer No. 1	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
10.	Protective relaying for 15-kV Bus Differential Protection	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
11.	Station battery system at 125 VDC (nominal) including battery charger and associated equipment.	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
12.	Remote Terminal Unit (RTU) for GRDA use.	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
13.	Control Building with associated equipment (AC Panel, DC Panel, HVAC, Eyewash, etc.) and required pad/piers	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
14.	Oil Containment for Transformer No. 1	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
15.	Substation site and fencing (including any	C101	SMA	1	SMA	SMA	SMA	SMA	SMA

	Equipment	Dwg. No.	Designs	Qty	Furnishes[1]	Installs	Owns	Maintains	Replaces
	applicable vegetation management and erosion control)								
16.	Demolition of existing substation infrastructure including: Metal-Clad switchgear, transformer secondary structure and UG 15 kV conduits and cables	R101	SMA	1	SMA	N/A	N/A	N/A	N/A
17.	Cable Trench System (from Control House to Yard) for SMA and GRDA Equipment	E112	SMA	1	SMA	SMA	SMA	SMA	SMA
18.	Transition from Cable Trench to Control Building	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
19.	Revenue Meter, Panel and Wiring	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
20.	Substation Structure (12 kV Feeder Bays) including insulators, buswork, conductor, fittings, arresters and associated equipment connectors.	/XX/	SMA	1	SMA	SMA	SMA	SMA	SMA
21.	12-kV Feeder Bay Foundations and Recloser Pads	/XX/	SMA	10	SMA	SMA	SMA	SMA	SMA
22.	Trenching for SMA power and control conduits to cable trench	/XX/	SMA	1 lot	SMA	SMA	SMA	SMA	SMA
23.	15-kV Hookstick Disconnect Switches	N/A	SMA	24	SMA	SMA	SMA	SMA	SMA
24.	15-kV 3-Pole Recloser Bypass Switch	/XX/	SMA	4	SMA	SMA	SMA	SMA	SMA
25.	38 kV, 1200 Amp Recloser	/XX/	SMA	4	SMA	SMA	SMA	SMA	SMA
26.	Ground Grid Tie-In/Extension (SMA equipment)	/XX/	SMA	1	SMA	SMA	SMA	SMA	SMA
27.	Ground Grid Tie-In/Extension (GRDA equipment)	/XX/	GRDA	1	GRDA	GRDA	GRDA	GRDA	GRDA
28.	Additional substation rock and final grading	/XX/	SMA	1 lot	SMA	SMA	SMA	SMA	SMA
29.	Substation Lighting	/XX/	SMA	2	SMA	SMA	SMA	SMA	SMA

1 The term "Furnishes" indicates the Party who is responsible for providing the equipment whether it is new or existing equipment at Sallisaw City #3.

Grand River Dam Authority
226 W. DWAIN WILLIS AVE
VINITA, OK 74301

EXHIBIT C

Date Prepared 8/6/2020
Prepared For Sallisaw Municipal Authority

PROPOSAL	AMOUNT
Sallisaw City 3 Rebuild	
ESTIMATED PROJECT COST	$ 132,411.00

	City (25%)	GRDA (75%)	Totals
Material	$44,100	$132,300	$176,400
Construction	$47,500	$142,500.00	$190,000
GRDA Labor	$11,424	$34,272	$45,696
Engineering	$18,750	$56,250.00	$75,000
Transportation	$829	$2,486.25	$3,315
Overhead	$9,808	$29,425	$39,233
Totals	$132,411	$397,233	$529,644

- No new load is associated with this project.
- Changes in the scope of the project or new load projections may require additional payments.
- There will be true-up of costs upon completion of the work.
- As with all business, our costs can change. This is solely an estimate, based on rates for this calendar year.

DIRECT ALL INQUIRIES TO:
Jerry Cook
Office: 918-610-9785
Mobile: 918-378-6953
Email: jerry.cook@grda.com

$ 132,411.00
Total Estimated Cost

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Purchase of Off Road Articulating Dump Truck

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Locate, Bid On, And/Or Purchase, one (1) Used Off Road Articulating Dump Truck for Use at the Landfill, in *Amount Not to Exceed* $260,000.00, plus Applicable Shipping Fees

INITIATOR: General Manager
Landfill Superintendent

STAFF INFORMATION SOURCE: General Manager
Landfill Superintendent

BACKGROUND: For the FY 2022 Budget, $260,000.00 was budgeted in the Sallisaw Municipal Authority for the purchase of a used off road articulating dump truck for use at the landfill. This unit is needed due to the high hours on the existing two units we have. Approval of this item will allow staff to begin searching for units, and ultimately bid on and/or purchase.

EXHIBITS: 1. 504Dumptrk2005-2

KEY ISSUES: Staff is requesting approval to bid on or seek direct purchase of a used unit. These units are available on many equipment sale websites. The key is to find a good used unit with low hours that has been well maintained. Sometimes these units are placed on websites that require bidding, sometimes they are offered for direct purchase.

FUNDING SOURCE: SMA FY 2022 Budget. GL # 90-504-54402
$260,000 has been budgeted for this purchase.

RECOMMENDATION: Approval of staff's request to locate a used unit and bid on and/or purchase in the amount not to exceed $260,000.00, plus any applicable shipping fees.


MT 31

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Calix Equipment Purchase

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 86460, in an *Amount not to Exceed* $100,000.00, Issued to Calix, for the Purchase of Calix Equipment for Telecommunications

INITIATOR: Telecommunications Superintendent
Director of Finance

STAFF INFORMATION SOURCE: Telecommunications Superintendent
Director of Finance

BACKGROUND:

This item is for the purchase of ONT equipment, which will replace existing Wave 7 gateways on customer premises. Quote is in the amount of $99,101.06. Staff is requesting an amount not to exceed $100,000.00 in case there is any unexpected cost. Staff does not have an anticipated delivery date.

EXHIBITS: 1. Quote_City of Sallisaw ONT

KEY ISSUES: Due to COVID-19, lead time for this equipment has been extended. Staff needs to be able to place the order as soon as possible.

FUNDING SOURCE: SMA - Customer Premise Equipment GL#090-604-52206

RECOMMENDATION: Approval of Purchase Order No. 86460, in an a*mount not to exceed* $100,000.00, issued to Calix.

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	661188A-1
Project Name:	Quote New Site	Quote Type:	Prem
Quote Description:	Quote New Site	Date Created:	July 2, 2021
Author Name:	Matthew Cherry	Date Modified:	July 6, 2021
Contact Name:	Clint Smith	Quote Expiration:	August 1, 2021

Equipment Summary

700GE ONT

	Price	Qty	Ext. Price
100-05163 721GE ONT, 2 POTS, 2 GE, 1 RF **CLEI:** BVM9T00ARF	$281.26	50	$14,063.00

800 GigaPoint

	Price	Qty	Ext. Price
000-00951 803G GigaPoint, 1 GE, 1 POTS -AM Type A Power Adapter	$112.50	50	$5,625.00

800 SG

	Price	Qty	Ext. Price
100-05030 804Mesh Dual WiFi, -AM Type A power adapter	$85.00	40	$3,400.00
000-00845 854G-1 GigaCenter, 2 POTS, 4 GE, Dual Wi-Fi, 1 USB -AM Type A Power Adapter w/ 8-pin connector	$250.48	247	$61,868.56

E7

	Price	Qty	Ext. Price
000-00372 E7-2 Field Install Package (CO & ODC/RT): Shelf with Blank Card, FTA, and Field installation Kit	$646.75	1	$646.75
100-03006 E7-2 GPON-8 card (8xGPON OIM, 4xGE SFP, 2x10GE SFP+) **CLEI:** BVL3AXYFTA	$9,096.75	1	$9,096.75

OIM 10GE Transport

	Price	Qty	Ext. Price
100-01424 Direct Attach SFP/SFP+ copper cable, 0.5 m, 30AWG, I-Temp **CLEI:** BVPQAE5UAA	$52.50	2	$105.00

OIM GPON AXOS

	Price	Qty	Ext. Price
100-05121 GPON SFP OIM, Class B+, 20Km, 1490/1310nm Single Fiber Transceiver, C-Temp, AXOS **CLEI:** BVL3BACFAA	$537.00	8	$4,296.00

Equipment Total	**$99,101.06**
Grand Total	**$99,101.06**

Package Details:

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	661188A-1
Project Name:	Quote New Site	Quote Type:	Prem
Quote Description:	Quote New Site	Date Created:	July 2, 2021
Author Name:	Matthew Cherry	Date Modified:	July 6, 2021
Contact Name:	Clint Smith	Quote Expiration:	August 1, 2021

000-00372 package consists of the following:		Qty
100-03590	E7-2 Fan Tray Assembly 2 - FTA2	1
100-01830	E7-2 Field Install Kit for CO & RT (19" and 23" mounting brackets, power and ground cables, etc)	1
100-01449	E7-2 Shelf, 1RU, 2 Slots, with 1 Blank Card	1

000-00951 package consists of the following:		Qty
100-04255	803G GigaPoint, 1 GE, 1 POTS	1

000-00845 package consists of the following:		Qty
100-04125	Power Adapter CPA5 12V 2.5Amp -AM Type A w/ 8-pin connector	1
100-04013	854G-1 GigaCenter, 2 POTS, 4 GE, Dual Wi-Fi, 1 USB, 1 RF -UPS Power Interface	1

Notes & Optional Equipment and Services

All prices are being quoted in US $ (Dollars).

Due to rounding, some totals may not correspond with the sum of the separate figures.

Calix Warranty - See Purchase Agreement.

Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: om@calix.com
Fax: 707-283-3771

You may check the status of your order at any time on our website. (www.calix.com, click Login)

Customer Name:	CITY OF SALLISAW DBA DIAMONDNET	Quote Reference Number:	661188A-1
Project Name:	Quote New Site	Quote Type:	Prem
Quote Description:	Quote New Site	Date Created:	July 2, 2021
Author Name:	Matthew Cherry	Date Modified:	July 6, 2021
Contact Name:	Clint Smith	Quote Expiration:	August 1, 2021

Optional Summary

Extended Warranty	Price	Qty	Ext. Price
110-01164 Extended Warranty - Upfront - 5 years for 100-01449	$100.20	1	$100.20
110-01162 Extended Warranty - Upfront - 5 years for 100-03006	$274.80	1	$274.80
110-01165 Extended Warranty - Upfront - 4 years for 100-04013	$20.16	247	$4,979.52
110-01165 Extended Warranty - Upfront - 4 years for 100-04255	$20.16	50	$1,008.00
110-01165 Extended Warranty - Upfront - 4 years for 100-04257	$20.16	50	$1,008.00
110-01165 Extended Warranty - Upfront - 4 years for 100-05030	$20.16	40	$806.40
110-01165 Extended Warranty - Upfront - 4 years for 100-05163	$20.16	50	$1,008.00

Optional Total **$9,184.92**

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Vehicle Purchase

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 86481, Issued to Behlmann Auto Group of Troy, Missouri, in the Amount of $59,374.00, for the Purchase of one (1) 2021 Dodge Ram 5500 Crew Cab & Chassis 4X4 for the Electric Department.

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendent
Purchasing Agent

BACKGROUND: Staff requested and received quotes for the purchase of a heavy duty work truck for the Electric Department. Following review of the quotes, staff recommends we purchase from the low bidder, Behlmann Auto Group, of Troy, Missouri; total cost $59,374.00. Staff notes there is $55,000 budgeted in the FY 2022 budget for this purchase. The remaining $4,374.00 will come from the Contingency Fund.

EXHIBITS: 1. Truck Quotes 07.2021

KEY ISSUES: N/A

FUNDING SOURCE: FY 2022 Budget; SMA #90-601-55530 and SMA Contingency Fund

RECOMMENDATION: Approval of Purchase Order No. 86481, issued to Behlmann Auto Group of Troy, Missouri, in the amount of $59,374.00, for the purchase of one (1) 2021 Dodge Ram 5500 Crew Cab & Chassis 4X4.

Attachment B: Quotation Sheet

CITY OF SALLISAW QUOTATION SHEET

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 7/6/21	Date of Quotation 7/6/21	Date of Quotation 7/2/21
Department Number: 601	Department Number: 601	Department Number: 601
Vendor Name / Number Behlmann Auto Group TROY, MO	Vendor Name / Number Behlmann Auto Group TROY MO	Vendor Name / Number Dunn Ford Stigler OK
Address 175 Turnbull Trail City TROY State MO Zip 63379	Address 175 Turnbull Trail City TROY State MO Zip 63379	Address 203 W. Main City Stigler OK State OK Zip 74462
Phone 636-775-2900	Phone 636-775-2900	Phone 918-967-4321
Item (s) 2021 Dodge Ram 5500 Crew Cab & Chassis-4x4	Item (s) 2021 Dodge Ram 5500 Crew Cab & Chassis-4x4	Item (s) 2021 Ford F-550 Crew Cab & Chassis-4x4
Quantity 1	Quantity 1	Quantity 1
Price each $59,374.00	Price each $60,065.00	Price each $65,120.00
~~Est. Freight~~ In Stk on Lot	~~Est. Freight~~ In Stk on Lot	~~Est. Freight~~ In Stk on Lot
Total Cost $ $59,374.00	Total Cost $ $60,065.00	Total Cost $ $65,120.00
Quote Expiration Date 15 days	Quote Expiration Date 15 days	Quote Expiration Date 15 days
Quotes Obtained By: Randy Sizemore	Quotes Obtained By: Randy Sizemore	Quotes Obtained By: Blakely Smith Jr.
GL Budget Line 090-601-55530	GL Budget Line 090-601-55530	GL Budget Line 090-601-55530
Purchasing Approval [signature]	Purchasing Approval	Purchasing Approval
PO Number / Date: 86481 / 7/7/21	PO Number / Date: /	PO Number / Date: /

Explain if only one quotation supplied:

Quote approved: [signature] Date: 7/7/21

(Purchasing Agent, Finance Director or City Manager)

[signature] 7/7/2021

Attachment C: Requisition Document / Purchase Order

Randy Sizemore

From: mikeb@behlmann.com
Sent: Tuesday, July 6, 2021 3:22 PM
To: Purchasing
Cc: mikeb@behlmann.com
Subject: RAM 5500 Crew Cabs at Behlmann CJDR in Troy, MO
Attachments: C210245.pdf; C210258.pdf

Randy,

Here attached are two illustrations for the RAM 5500's that I have on my lot right now.

The only difference really between the two of them is one is missing Cab Steps.

I can add those for $800 though, just let me know.

Stock no. C210245 is priced at **$59, 374** ✓ Recommend Award to Low Bidder

Stock no. C210258 is priced at **$60, 065**

Both are subject to prior sale and both can be secured with a Purchase Order. With that said;
We will need payment to hold after that if it will take longer than a week to pick up.

*Keep in mind these come with a Five Year/100,000 Mile Fleet Powertrain Warranty AND, I can advance the Warranty Start Date to the day the truck hits the road, or goes in Service so to Speak!
I have up to 364 days from the Date of Sale to do this!*

***

FOB/Troy, MO (63379)

Thank you very much!

Regard,

Mike Benz, Manager
Fleet & Commercial Sales
Behlmann Automotive Group
Troy, MO

P: 636.775.2900
C: 636.322.8059


Behlmann
Jeep
636-775-2900
BEHLMANNCDJR.COM

BEHLMANN CHRYSLER DODGE JEEP RAM
175 TURNBULL TRAIL
TROY, MO 633791909

Priced Order Confirmation (POC)

Date Printed:	2021-07-06 3:59 PM	**VIN:**	3C7WRNEL1MG613247	**Quantity:**	01
Estimated Ship Date:	2021-04-13 1:59 AM	**VON:**	48136934	**Status:**	KZ - Released by plant and invoiced
Date Ordered:	2021-02-04 4:39 PM	**Ordered By:**	S17330N		

Sold to:	**Ship to:**
BEHLMANN CHRYSLER DODGE JEEP RAM (60625)	BEHLMANN CHRYSLER DODGE JEEP RAM (60625)
175 TURNBULL TRAIL	175 TURNBULL TRAIL
TROY, MO 633791909	TROY, MO 633791909

Vehicle: **2021 5500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP0L93)**

	Sales Code	Description	MSRP(USD)
Model:	DP0L93	5500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	47,660
Package:	2YA	Customer Preferred Package 2YA	0
	LEG	Trailer Tow Mirrors	
	NHJ	Exterior Mirrors w/Heating Element	
	LEC	Exterior Mirrors Courtesy Lamps	
	LBA	Map/Courtesy Lamp	
	LEB	Ext. Mirrors w/Supplemental Signals	
	CLP	Door Sill Scuff Pads	
	LCH	Rear Dome Lamp	
	CUN	Overhead Console	
	LE4	Black Exterior Mirrors	
	MM5	Grille-Surround Matte Black	
	LNY	Mirror Running Lights	
	LBT	Overhead Cupholder Lamp	
	CEU	Key Fob - Black	
	LME	Halogen Quad Headlamps	
	MMZ	Black Wheel Flares	
	JKH	Glove Box	
	GPG	Power Black Trailer Tow Mirrors	
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,945
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0

Options:	XAC	ParkView Rear Back-up Camera	495
	GN4	RR View Auto Dim Mirror w/Display	
	ACL	DOT Certified Roadside Safety Kit	195
	XD7	Two Red Vinyl Flags	
	XFG	Spare Fuses	
	XFY	DOT Fire Extinguisher	
	XWH	3 Reflecting Triangles	
	GXM	Remote Keyless Entry	395
	ADE	Cold Weather Group	175
	NHK	Engine Block Heater	
	XD6	Mopar Winter Front Grille Cover	
	TBB	Full Size Spare Tire	395
	WKG	19.5 Steel Spare Wheel	
	LBN	Power Take Off Prep	295
	LBX	Split Shaft Capability Pwr Take Off	
	XBV	Hard Wired Remote Start	
	TY5	225/70R19.5G All Traction Tires	250
	XHC	Trailer Brake Control	370
	JJ1	Trailer Light Check	
	AMP	Chrome Appearance Group	970
	MAF	Grille-Matte Black Mesh w/Chrome	
	MCT	Bright Front Bumper	
	MNQ	Grille-Surround Chrome	
	WMJ	Center Hub	
	XEF	Transfer Case Skid Plate Shield	145
	WP4	19.5X6.0 Forged Alum Polished Wheels	1,095
	WMJ	Center Hub	
	UAA	Uconnect 3 with 5" Display	695
	JFJ	Temperature & Compass Gauge	
	JLP	GPS Antenna Input	
	RFU	5.0" Touchscreen Display	
	RSD	SiriusXM Satellite Radio	
	X9B	SiriusXM Radio Service	
	X9H	For More Info Call 800-643-2112	
	XRB	Integrated Voice Command w/Bluetooth	
	NAS	50 State Emissions	0
	YGL	6 Additional Gallons of Diesel Fuel	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,695
		Total Price:	~~64,375~~

Order Type:	Retail	**PSP Month/Week:**	
Scheduling Priority:	4-Dealer Order	**Build Priority:**	99
Salesperson:			
Customer Name:			
Customer Address:			

Instructions:

$59,374.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

BEHLMANN CHRYSLER DODGE JEEP RAM
175 TURNBULL TRAIL
TROY, MO 633791909

Priced Order Confirmation (POC)

Date Printed:	2021-07-06 4:02 PM	**VIN:**	3C7WRNEL0MG613255	**Quantity:**	01
Estimated Ship Date:	2021-05-06 2:00 AM	**VON:**	48144097	**Status:**	KZ - Released by plant and invoiced
Date Ordered:	2021-02-04 5:36 PM	**Ordered By:**	S17330N		

Sold to:
BEHLMANN CHRYSLER DODGE JEEP RAM (60625)
175 TURNBULL TRAIL
TROY, MO 633791909

Ship to:
BEHLMANN CHRYSLER DODGE JEEP RAM (60625)
175 TURNBULL TRAIL
TROY, MO 633791909

Vehicle: **2021 5500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP0L93)**

	Sales Code	Description	MSRP(USD)
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Package:	2YA	Customer Preferred Package 2YA	0
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	NHJ	Exterior Mirrors w/Heating Element	
	LEC	Exterior Mirrors Courtesy Lamps	
	LBA	Map/Courtesy Lamp	
	LEB	Ext. Mirrors w/Supplemental Signals	
	CLP	Door Sill Scuff Pads	
	LCH	Rear Dome Lamp	
	CUN	Overhead Console	
	LE4	Black Exterior Mirrors	
	MM5	Grille-Surround Matte Black	
	LNY	Mirror Running Lights	
	LBT	Overhead Cupholder Lamp	
	CEU	Key Fob - Black	
	LME	Halogen Quad Headlamps	
	MMZ	Black Wheel Flares	
	JKH	Glove Box	
	GPG	Power Black Trailer Tow Mirrors	
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,945
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Options:	MRT	Chrome Tubular Side Steps	595
	ACL	DOT Certified Roadside Safety Kit	195
	XD7	Two Red Vinyl Flags	
	XFG	Spare Fuses	
	XFY	DOT Fire Extinguisher	
	XWH	3 Reflecting Triangles	
	GXM	Remote Keyless Entry	395
	TY5	225/70R19.5G All Traction Tires	250
	ADE	Cold Weather Group	175
	NHK	Engine Block Heater	
	XD6	Mopar Winter Front Grille Cover	
	YEP	Manuf Statement of Origin	0
	TBB	Full Size Spare Tire	395
	WKG	19.5 Steel Spare Wheel	
	AMP	Chrome Appearance Group	970
	MAF	Grille-Matte Black Mesh w/Chrome	
	MCT	Bright Front Bumper	
	MNQ	Grille-Surround Chrome	
	WMJ	Center Hub	
	LBN	Power Take Off Prep	295
	LBX	Split Shaft Capability Pwr Take Off	
	XBV	Hard Wired Remote Start	
	WP4	19.5X6.0 Forged Alum Polished Wheels	1,095
	WMJ	Center Hub	
	XHC	Trailer Brake Control	370
	JJ1	Trailer Light Check	
	NAS	50 State Emissions	0
	XEF	Transfer Case Skid Plate Shield	145
	LPE	Cargo and CHMSL Lamp	95
	UAA	Uconnect 3 with 5" Display	695
	JFJ	Temperature & Compass Gauge	
	JLP	GPS Antenna Input	
	RFU	5.0" Touchscreen Display	
	RSD	SiriusXM Satellite Radio	
	X9B	SiriusXM Radio Service	
	X9H	For More Info Call 800-643-2112	
	XRB	Integrated Voice Command w/Bluetooth	
	XAC	ParkView Rear Back-up Camera	495
	GN4	RR View Auto Dim Mirror w/Display	
	YGL	6 Additional Gallons of Diesel Fuel	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Destination Fees:			1,695

Total Price: ~~65,065~~ .

Order Type: Retail

Scheduling Priority: 4-Dealer Order

Salesperson:

Customer Name:

Customer Address:

Instructions:

PSP Month/Week:

Build Priority: 99

$60,065.00

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Prepared for: Mr. BLAKELY SMITH, CITY OF SALLISAW

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

Client Proposal

Prepared by:

Gary Dunn

Office: 918-967-4321

Date: 07/02/2021

Prepared for: Mr. BLAKELY SMITH
CITY OF SALLISAW
Prepared by: Gary Dunn
07/02/2021

Dunn Ford Company | 203 W. Main Stigler Oklahoma | 744622327

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	$47,720.00
Packages		
660A	Order Code 660A *Includes:* *- Transmission: TorqShift 10-Speed Automatic* *10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.* *- Tires: 225/70Rx19.5G BSW A/P* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 *Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.* *Includes:* *- Dual 78-AH 750 CCA Batteries* *- 240 Amp Alternator*	$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic *10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.*	Included
X8L	Limited Slip w/4.88 Axle Ratio	$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package *Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.*	$1,155.00
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel *Hub covers/center ornaments not included.*	Included
Seats & Seat Trim		

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder and driver's side manual lumbar.*	Included

Other Options

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.*	Included
96V	XL Value Package *Includes:* *- XL Decor Group* *- Chrome Front Bumper* *- Steering Wheel-Mounted Cruise Control*	$395.00
90L	Power Equipment Group *Deletes passenger side lock cylinder. Includes upgraded door-trim panel.* *Includes:* *- Accessory Delay* *- Advanced Security Pack* *Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.* *- Manual Telescoping/Folding Trailer Tow Mirrors* *Includes power/heated glass and heated convex spotter mirror.* *- MyKey* *Includes owner controls feature.* *- Power Front & Rear Side Windows* *Includes 1-touch up/down driver/passenger window.* *- Power Locks* *- Remote Keyless Entry*	$1,075.00
67H	Heavy-Service Front Suspension Package *Includes pre-selected heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: May result in a deterioration of ride quality. Note 2: Vehicle ride height will increase with the addition of this package.*	$125.00
52B	Trailer Brake Controller *Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.*	$270.00

Fleet Options

Code	Description	MSRP
525_	Steering Wheel-Mounted Cruise Control	Included

Emissions

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
Interior Color		
AS_01	Medium Earth Gray	N/C
Exterior Color		
Z1_01	Oxford White	N/C

SUBTOTAL	$60,425.00
Destination Charge	$1,695.00
TOTAL	$62,120.00

Prepared for: Mr. BLAKELY SMITH
CITY OF SALLISAW
Prepared by: Gary Dunn
07/02/2021

Dunn Ford Company | 203 W. Main Stigler Oklahoma | 744622327

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$47,720.00
Options	$12,705.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Destination Charge	$1,695.00
Subtotal	$62,120.00

Pre-Tax Adjustments

Code	Description	MSRP
ACQ EXP	ACQUISITION EXPENSE	$3,000.00
COST OF AQUIRING VEHICLE FOR RESALE		
Total		$65,120.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. BLAKELY SMITH
CITY OF SALLISAW
Prepared by: Gary Dunn
07/02/2021

Dunn Ford Company | 203 W. Main Stigler Oklahoma | 744622327

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

Major Equipment

(Based on selected options, shown at right)

Powerstroke 6.7L V-8 OHV w/diesel direct injection 330hp

TorqShift 10 speed automatic w/OD

Exterior: Oxford White

Interior: Medium Earth Gray

* 4-wheel ABS
* Traction control
* Battery with run down protection
* Air conditioning
* AM/FM stereo with seek-scan, external memory control
* Daytime running
* Variable intermittent wipers
* Dual front airbags
* SecuriLock immobilizer
* Message Center
* Reclining front split-bench seats
* Vinyl seats
* Front axle capacity: 7000 lbs.
* Front spring rating: 7000 lbs.
* Frame section modulus: 12.7 cu.in.
* Cab to axle: 84"
* Engine retarder
* Brake assistance
* LT 225/70R19.5 G BSW AS S-rated tires
* Firm suspension
* Tinted glass
* Streaming audio
* Dual power remote heated mirrors
* 19.5 x 6 steel wheels
* Driver and front passenger seat mounted side airbags
* Tachometer
* Underseat ducts
* 60-40 folding rear split-bench
* Audio control on steering wheel
* Rear axle capacity: 14706 lbs.
* Rear spring rating: 15000 lbs.
* Frame Yield Strength 50000 psi
* Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

As Configured Vehicle	MSRP
STANDARD VEHICLE PRICE	$47,720.00
Order Code 660A	N/C
Transmission: TorqShift 10-Speed Automatic	Included
Tires: 225/70Rx19.5G BSW A/P	Included
Wheels: 19.5" x 6" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
203" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	$9,325.00
Dual 78-AH 750 CCA Batteries	Included
240 Amp Alternator	Included
Limited Slip w/4.88 Axle Ratio	$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	$1,155.00
Power Equipment Group	$1,075.00
Accessory Delay	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. BLAKELY SMITH
CITY OF SALLISAW
Prepared by: Gary Dunn
07/02/2021

Dunn Ford Company | 203 W. Main Stigler Oklahoma | 744622327

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 120

Major Equipment

City	Hwy
N/A	N/A

As Configured Vehicle

As Configured Vehicle	MSRP
Advanced Security Pack	Included
Manual Telescoping/Folding Trailer Tow Mirrors	Included
MyKey	Included
Power Front & Rear Side Windows	Included
Power Locks	Included
Remote Keyless Entry	Included
Trailer Brake Controller	$270.00
Heavy-Service Front Suspension Package	$125.00
XL Value Package	$395.00
XL Decor Group	Included
Chrome Front Bumper	Included
Steering Wheel-Mounted Cruise Control	Included
Oxford White	N/C
Medium Earth Gray	N/C
SUBTOTAL	$60,425.00
Destination Charge	$1,695.00
TOTAL	**$62,120.00**

Prices and contentavailability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

TrailQuip Plus LLC

1120 White Stag Ave.
Checotah, OK 74426

Estimate

Date	Estimate #
7/8/2021	4799

Name / Address
City of Sallisaw

Project

Description	Qty	Rate	Total
HydraBed reel bed, 9'9" long 8' wide	1	15,920.00	15,920.00T
Engine driven- Includes 7 gallons hydraulic oil	1	1,150.00	1,150.00T
			17,070.00
Hydra Winder	1	3,480.00	3,480.00T
4-6 weeks lead time			
Sales Tax Rate for sales to government entities		0.00%	0.00

Total $20,550.00

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Purchase of Pad Mount Transformer

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 86485, Issued to T&R Electric Supply Co, of Colman, South Dakota, in the amount of $54,500.00, for the Purchase of one (1) 3750 KVA Pad Mount Transformer.

INITIATOR: Electric Superintendent
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendent
Purchasing Agent

BACKGROUND: Staff is requesting approval of this purchase. This transformer will serve High Five Farms on Cedar Street. Staff notes that another transformer has been on order for some time and we were recently notified assembly was pushed back again to January 2022. Due to the customer's construction schedule, this transformer will be needed in September. There is an estimated 7-10 week delivery time. Staff needs to place this order as soon as possible.

EXHIBITS: 1. T&R Transformer Quote

KEY ISSUES: Transformer is needed by the customer in September. Estimated delivery is 7-10 weeks.

The size of this transformer is equivalent to the transformer recently purchased for the VA Center. Staff notes that a spare transformer for both High Five Farms and the VA Center was to be purchased during FY 2022. Either this transformer, or the unit on order that has been pushed back to January 2022, will serve as a backup transformer.

FUNDING SOURCE: SMA - Electric/Transformers; GL# 090-601-55515

RECOMMENDATION: Approval of Purchase Order No. 86485, issued to T&R Electric Supply Co, of Colman, South Dakota, in the amount of $54,500.00, for the purchase of one (1) 3750 KVA Pad Mount Transformer.

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"®

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website http://t-r.com

Quote Rev. 83937-1
Date: 07/08/2021

Contact: BLAKELY SMITH
Company: Sallisaw Municipal Authority

Phone: 918-776-4643
Fax: 918-775-9550
Email: bsmith@sallisawok.org

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	706515	RC	1	PAD MOUNT	3	3750	12470Y/7200	480Y/277	$54,500.00 USD	$54,500.00 USD
									Grand Total	**$54,500.00 USD**

Additional Notes
1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 30 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at **brent.nelson@trelectric.com**.

Sincerely,
Brent Nelson
Sales Representative

T&R ELECTRIC
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Website http://t-r.com

Quote Rev. 83937-1
Date: 07/08/2021

Contact: BLAKELY SMITH
Company: Sallisaw Municipal Authority

Phone: 918-776-4643
Fax: 918-775-9550
Email: bsmith@sallisawok.org

Item #1 - Three Phase 3750 KVA Pad Mount

Product Type: Reconditioned

Transformer Type: Pad Mount

Specifications:

KVA:	3750	Phase:	3
High Voltage:	12470Y/7200	Low Voltage:	480Y/277
Taps:	W/TAPS 2 X 2 1/2% +/-		

Accessories:

- Primary Bushings, Dead Front, Loop Feed
- Secondary Bushings, Standard Spade Connectors
- Oil Level Gauge
- Pressure/Vacuum Gauge
- Temperature Gauge
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Valve with Sampler
- Bell Green Paint
- Undercoating

Notes:

Reconditioned transformer. Deliver in September.

Quantity: **1**
Warranty: 36 Month Guarantee
Delivery: Fob: Destination

Price: **$54,500.00 USD Each**
Manufacturing Time: 10 - 12 weeks (ARO)
After Release to Production

Electrical Tests:

1. Transformer Turns Ratio Test
2. Polarity and Phase Relation Test
3. DC HYPOT TEST
   Performed at Two Times Rated Line Voltage Plus 1000 Volts
   a. HV to LV
   b. HV to Ground
   c. LV to Ground
4. Core Loss and Excitation Test
5. Load and No Load Testing
6. Induced Potential Test at 400 Hertz for 7200 Cycles

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017
"THE TRANSFORMER PEOPLE"®

36 MONTHS
100%
Guarantee

GUARANTEE

ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.

We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555
(800) 843-7994
FAX: (605) 534-3861
E-MAIL: t-r@t-r.com

T&R Electric Supply Co., Inc.
STANDARD TERMS AND CONDITIONS OF SALE
Effective Date: January 23, 2020

1. Applicable Terms. These Terms and Conditions of Sale (the "Terms") apply to and govern the sale of all material, equipment, components, products, goods and/or documents (the "Products") sold by T&R Electric Supply Co., Inc. ("T&R") to Customer, unless otherwise expressly agreed in a written agreement signed by T&R. T&R offers to sell the Products solely pursuant to these Terms, and any acceptance is expressly limited to these Terms. Any terms proposed by Customer in any offer, acceptance, confirmation or other document are rejected by T&R and do not bind the parties. If Customer objects to any provisions of these Terms, such objection must be in writing and received by T&R prior to commencement of performance by T&R. If Customer fails to timely provide a written objection, Customer will be deemed to have conclusively accepted these Terms. All dollar amounts referenced herein, or payments owed under the terms hereof, refer to and shall be paid in US dollars.

2. Quotations. Each quotation is valid for 30 days from its issue date unless otherwise stated in the quotation or unless revoked by T&R prior to the issuance of Customer's purchase order.

3. Prices. Prices are subject to change by T&R without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R, subject to any mutually agreed upon escalation formula and/or adjustment for any subsequent change to the Product requested by Customer and agreed to by T&R. Except as otherwise provided in Section 6 (Delivery/Shipment) or as otherwise agreed in writing by T&R, prices will include freight Prepaid and Allowed to the accessible common carrier point nearest the first destination designated by Customer in the 48 contiguous United States on the next available T&R truck delivering to Customer's area, unless immediate shipping is required by Customer, in which case such charges are not included in the original quote and shall be additionally paid by Customer. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax or email, the effective date may be given as part of the letter, fax or email. Pallets are not included in the price of quote and must be requested separately by Customer. Pallets and export packaging provided by T&R will not be fumigated and any special requests shall be made in advance, and may not be available through T&R. Customer shall give at least two weeks' notice to T&R in the event witness tests are required by Customer, and charges for such tests will be set by T&R but will be no less than $1,000 per day.

4. Taxes. The price quoted by T&R for the Products does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter apply. Customer shall be solely responsible for paying all such applicable taxes. Payment by T&R of any such taxes will be for the account of Customer, and shall be immediately reimbursed by Customer to T&R. Where Customer's or the end-user's destination is located outside of the United States, Customer shall pay all customs, duties and local customs broker fees and costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type.

5. Payment. Payment terms are 30 calendar days from the date of invoice, unless otherwise agreed in writing by T&R. If the financial condition of Customer at any time prior to shipment is reasonably questioned by T&R, T&R may require payment in advance by Customer or cancel any outstanding order, without any liability or obligation to Customer and whereupon, in the event of cancellation, T&R will be entitled to receive reasonable cancellation charges. If any payment is not made when due, Customer shall pay a late charge equal to the greater of 1½% per month cumulative or the highest applicable rate allowed by law on all principal outstanding and prior assessed late charges. In addition, Buyer shall pay T&R all costs and expenses incurred by T&R in enforcing these Terms, including reasonable attorneys' fees.

6. Delivery/Shipment. Unless otherwise agreed in writing by T&R, all orders of Products with net invoice values of $1,000 or more are shipped F.O.B. Colman, South Dakota Prepaid and Allowed, and all orders with net invoice values of less than $1,000 are shipped F.O.B Colman, South Dakota Prepaid and Added. All shipments are F.O.B. accessible common carrier point nearest first destination designated by Customer in the 48 contiguous United States on the next available contracted carrier truck delivering to Customer's area, unless immediate shipping is required by Customer (which charges are not included in the original quote, freight prepaid, and shall be paid by Customer).

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges. Any charges for special services, including special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance shall be paid or reimbursed by Customer.

Shipping Dates: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval by Customer is required, drawings must be returned to T&R by Customer and released to production within 14 days, in writing, by email, facsimile or first class mail. Upon release to production, a shipment date will be determined by work load level at the time of release and may not be the same as initially quoted. An acknowledgement shipment date will be provided upon Customer request.

Customer Pick-Up: No allowance will be made in lieu of transportation if Customer accepts shipment at the factory or warehouse or freight station.

Will Call Orders: Customer expressly consents that will-call orders (e.g. orders for which Customer elects to arrange for transportation) will be invoiced on the later of the contractually acknowledged shipment date or the date of Product completion. T&R will not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer or its service providers whatsoever. Any applicable storage charges of completed Products will be in accordance with Section 17 (Delayed Shipment).

Shipment Damage: Except in the event of F.O.B. Destination shipment, T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, Customer shall unpack immediately and, if damage is discovered, shall: (i) not move the Product from the point of examination; (ii) retain shipping container and packing material (if applicable); (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection; (iv) notify T&R within 72 hours of delivery; and (v) send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Products will be deemed accepted by Customer upon receipt. Should a Product not comply with required technical specifications, Customer shall notify T&R in writing of any alleged noncompliance within two calendar days of receipt and off-loading. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance will be in accordance with T&R's obligations under Section 8 (Warranty).

7. Force Majeure. T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to Customer or Customer's service providers; fire; floods, hurricanes, tornadoes or other unusually severe or harsh weather conditions; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity; changes in law; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title or environmental issues; embargoes; fuel or energy shortage; blockage; transportation delays or accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; or delays of subcontractors. In the event of delay in performance due to any such cause, the date of shipment or time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

8. Warranty. T&R warrants to Customer that, for the length of time stated in the quote given by T&R to Customer (or if no length of time is stated, for a period of one year from the date of invoice), the Products will be free from defects in material and workmanship under normal use, service and conditions. T&R shall have no liability for the failure of any Product to conform with this warranty if such failure is caused by abnormal stresses (such as stresses caused by incorrect primary voltage, frequency or improper overload), accident, misuse, neglect, alteration, improper installation or repair, inadequate maintenance, normal wear and tear, or use contrary to any product specifications or instructions of T&R. Customer may elect, at Customer's sole expense, to install, use and maintain a metering device that will record values for current (amps), voltage (V), frequency (Hz), loading of the transformer (kW), and such other information as may be required by T&R (collectively, the "Metered Information"). In the event of a defect or other failure of the Product, Customer is required to provide Metered Information regarding the Product to T&R, and such Metered Information will be used by T&R to determine whether the alleged defect or failure is covered by this warranty. If Customer elects not to install, use, and maintain a metering device, or otherwise fails to provide Metered Information to T&R, T&R shall analyze the Product and make the determination, in its sole discretion, whether the alleged defect or failure is covered by this warranty. In the event a Product fails to conform to this warranty during the warranty period, T&R, at its sole option, will repair the Product, replace the Product, or refund the purchase price of the Product to Customer. Excluded from this warranty are all newly manufactured transformers, regulators, switches and other equipment and all transformers, regulators, switches and other equipment rebuilt by other rebuilders, in which case such other manufacturers' or rebuilders' warranties will apply and be Customer's exclusive warranty to be enforced directly by Customer against such third party. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY CONSTITUTES T&R'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS. T&R MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. T&R does not extend this warranty, and Customer may not transfer it, to any third party; in the event this warranty is deemed to extend to any third party, this warranty shall be subject to all conditions and limitations of these Terms.

9. Limitation of Liability. The total, aggregate, and cumulative liability of T&R, and its affiliates, parent, subsidiaries, shareholders, directors, officers, employees, agents, assigns and their respective predecessors and successors, to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, shall in no event exceed the amount paid by Customer for the Product giving rise to such liability. The existence of multiple claims with respect to the same Product will not enlarge this limit.

Under no circumstances will T&R be liable to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, for any punitive, special, incidental, indirect or consequential damages or losses of any nature, even if Customer advised T&R in advance of the possibility of such damages, including without limitation loss of profit, loss of production, loss of contract, loss of revenue, cost of replacement power or temporary equipment, claims of Customer's customers, cost of money, loss of investment or business opportunity, increased operating costs, financing costs or government fines, penalties or sums due.

No action, regardless of form, arising with respect to any Product may be brought by Customer more than one year after the event giving rise to the cause of action occurred. T&R shall be entitled to the payment of its attorneys' fees and costs in the event T&R is forced to defend a legal action by Customer on a claim precluded by this section. The remedies of Customer set forth in these Terms are exclusive and include anything done in connection with the Products, such as the performance or breach of these Terms or the manufacture, sale, repair, replacement, delivery, resale or use of the Products.

Customer acknowledges that T&R set its prices, and agreed to sell the Products to Customer, in reliance on the limitations of liability, disclaimer of warranties, and remedies set forth in these Terms, and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer.

10. Delay Damages. In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestone or deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or end-user which contributed to the delay at issue.

11. Intellectual Property. The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.

12. Transfer. In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.

13. Title; Risk of Loss. Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

14. Contract Variations. The following terms apply to purchase order variations.

Drawing Approval and Changes: If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

Hold: An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

Change Order: A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus $500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

Customer Supplied Material: In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:
(i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.
(ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.
(iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.
T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

Service Conditions: Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:
(i) The transformer is designed for step down duty.
(ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
(iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.
(iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater that 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
(v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.
Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

15. Termination by Customer. An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:

If engineering is complete, 25% of the Product price
If purchasing is complete, 50% of the Product price
If materials have been received by T&R, 75% of the Product price
Within six weeks of acknowledged date of shipment, 100% of the Product price

16. Suspension by Customer. Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).

17. Delayed Shipment; Storage. When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of $250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

18. Termination by T&R. T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.

19. Returning of Product. No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

20. Product Notices. Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

21. United States Export Controls. Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.

22. Testing and Acceptance of Goods. Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.

23. Severability. If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.

24. No Assignment. Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.

25. Disputes; Choice of Law; Venue. If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to these Terms shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Products sold by T&R to Customer or any agreement or dispute between the parties. The sole and exclusive jurisdiction and venue for any legal action arising from or related to a dispute between T&R and Customer with respect to the Products, a purchase order, these Terms or any related matter shall be in the federal or state courts located in the State of South Dakota, and the parties consent to such jurisdiction and venue.

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Landfill Engineering Cell 8A

ITEM TITLE: Discuss and Consider Approval of Contract for Engineering Services Between the Sallisaw Municipal Authority and Neel, Harvell and Associates, P.C., Consulting Engineers for Improvements to the Sallisaw Solid Waste Landfill Facility, Cell 8A Expansion, in the Amount of $106,500.00

INITIATOR: General Manager
Landfill Superintendent

STAFF INFORMATION SOURCE: Neel, Harvell and Associates

BACKGROUND: Construction of Cell 8A at the landfill will allow us to utilize all of our current permitted footprint of the landfill. Once completed, 8A should allow us approximately five additional years of space under the current footprint used for solid waste disposal.

EXHIBITS:
1. Engineer Contract Cell 8A
2. Cost Est Phase 8A
3. Cell 8A Layout

KEY ISSUES: Extends the life of site for the current landfill footprint.

Allows staff more time to complete required engineering and approval tasks for the new 50 acre +/- lateral expansion of the landfill site.

FUNDING SOURCE: Fund 92, GL 092-504-57711
FY 2022 Budget, $100,000 for engineering services related to Cell 8A

RECOMMENDATION: Staff recommends approval of the Contract for Engineering Services in the amount of $106,500.00.

<u>CONTRACT FOR ENGINEERING SERVICES</u>

THIS AGREEMENT, made and entered into this **12** day of **July, 2021**, by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS, hereinafter called ENGINEER, and the **SALLISAW MUNICIPAL AUTHORITY**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the

SALLISAW SOLID WASTE LANDFILL FACILITY - CELL 8A EXPANSION

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.

   (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans and preliminary cost data for the OWNER.

   (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.

   (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with three (3) copies of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.

(d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.

(e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.

(f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.

2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER.
The fee shall be as follows:

Preliminary Engineering Fee	**$**	**3,500.00**
Engineering Fee	**$**	**88,000.00**
General Inspection Fee	**$**	**5,500.00**
Surveying Fee	**$**	**4,500.00**
QA/QC	**$**	**4,500.00**
Tier I Application and Permit	**$**	**500.00**
Total Engineering Fees	$	**106,500.00**

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates**:**

Engineer, Principal	$ 125.00
Engineer, Project	$ 100.00
Surveying	$ 325.00
Engineering CAD Technician	$ 75.00
General Inspection	$ 50.00
Full Time Inspection	$ 65.00
CAD	$ 75.00
Secretary	$ 35.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER’S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER’S or Special consultant’s fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.

4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not.
Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other that the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible “As-Built” plans as required by the OWNER.

5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.
All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT the day and year first above written.

OWNER:

Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, Oklahoma 74955

BY: ______________________
City Manager

ATTEST:

BY: ______________________
Clerk

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: ______________________
P. Doug Harvell, P.E.

ATTEST:

BY: ______________________
Scott Neel

NEEL, HARVELL & ASSOCIATES, P.C.
Consulting Engineers & Planners
123 N. Oak
P.O. BOX 381
SALLISAW, OKLAHOMA 74955
(918)775-7731

SALLISAW MUNICIPAL AUTHORITY
SANITARY MUNICIPAL SOLID WASTE LANDFILL

CELL 8A
(5 Acres)

Job No. 21-6798
July 7, 2021

ENGINEERS COST ESTIMATE

DESCRIPTION		ESTIMATED COST
1.	Mobilization, Bonds and Insurance Lump Sum	$ 78,000.00
2.	Unclassified Excavation 27,675 CY @ $ 4.00 / CY	$ 110,700.00
3.	Place, Shape, and Compact Fill & Berms 25,393 CY @ $ 5.00 / CY	$ 126,965.00
4.	Place, Shape, and Compact Clay Liner 15,217 CY @ $ 6.00 / CY	$ 91,302.00
5.	Furnish & Install 6 oz. Geotextile Protective Layer 240,040 SF @ $ 0.30 / SF	$ 72,012.00
6.	Furnish & Install 60 mil HDPE Composite Liner 232,435 SF @ $ 0.75 / SF	$ 174,326.25
7.	Furnish & Install Washed Rounded Gravel 230 CY @ $ 35.00 / CY	$ 8,050.00
8.	Furnish & Install Drainage Layer (Concrete, Sand) 15,217 CY @ $ 30.00 / CY	$ 456,510.00
9.	Furnish & Install 6 inch Perforated HDPE Pipe (DR-11) 510 LF @ $ 25.00 / LF	$ 12,750.00

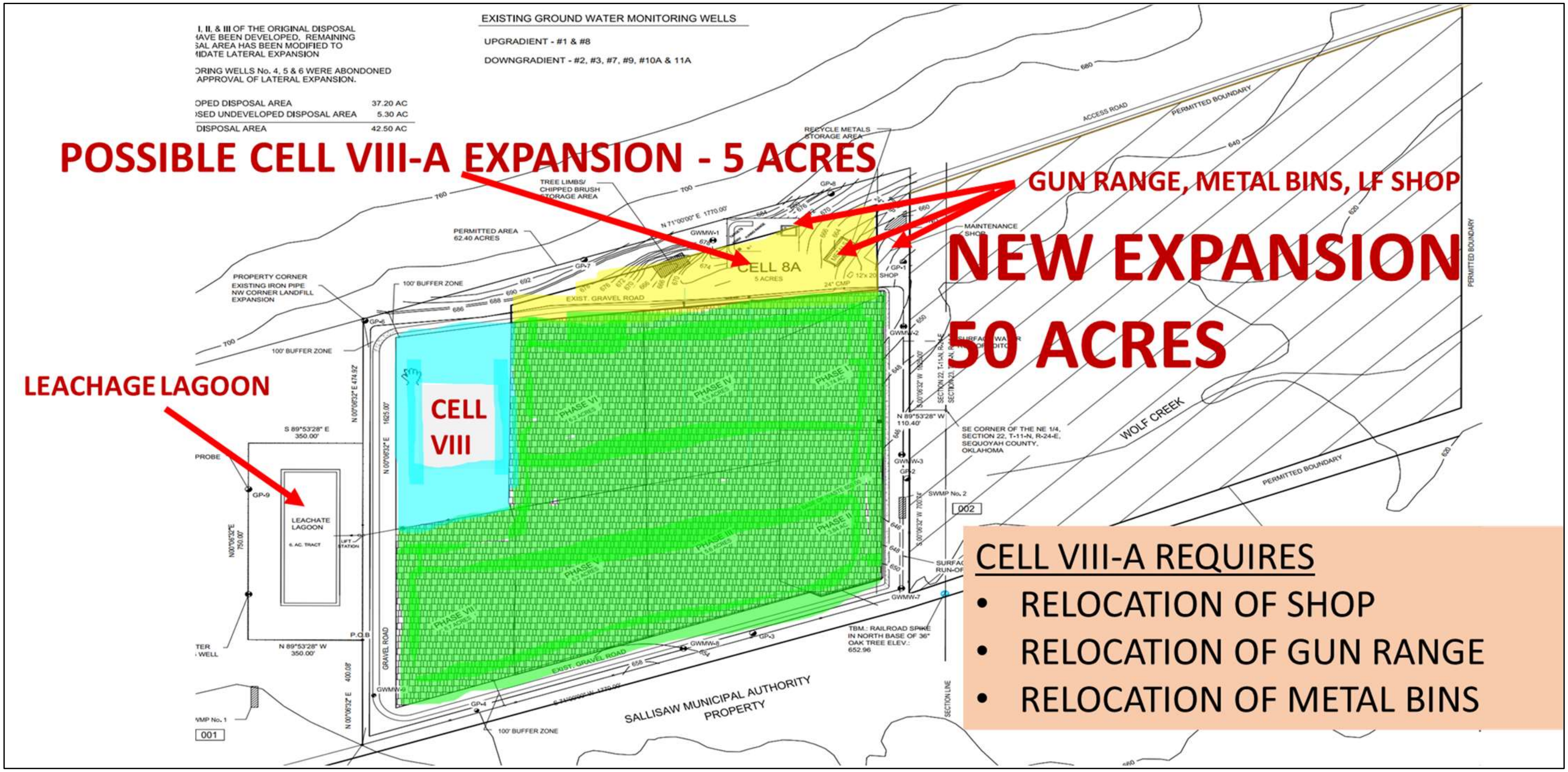
10.	Furnish & Install 6" Solid HDPE (DR-11) Pipe		
	140 LF @ $ 23.00 / LF	$	3,220.00
11.	Furnish & Install Clean Out System		
	5 EA @ $ 1,500.00 / EA	$	7,500.00
12.	Furnish & Install Anchor Trench		
	1,563 LF @ $ 10.00 / LF	$	15,630.00
13.	Expose and Tie Existing Liner to New Liner		
	1,128 LF @ $ 15.00 / LF	$	16,920.00
14.	Soil Testing		
	Lump Sum	$	20,000.00
15.	Sump System		
	Lump Sum	$	5,000.00

Total Estimated Construction Cost	**$**	1,198,885.25
Liner CQA (Envirotech)	$	10,000.00
Preliminary Engineering Fee	$	3,500.00
Engineering Fee	$	88,000.00
General Inspection Fee	$	5,500.00
Surveying Fee	$	4,500.00
QA/QC	$	4,500.00
Tier I Application and Permit	$	500.00
Total Estimated Cost of Project	$	1,315,385.25

*** These costs do not include any contingency funds.**
*** Full time Inspection will be furnished by the City of Sallisaw.**
*** QA/QC on Liner Installation wil be subcontracted out to Envirotech.**
*** Construction Period - 90 Calender Days**

City must relocate groundwater monitoring well #1.

Landfill Projects



AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	GRDA Power Cost Adjustment Related to February 2021 Winter Storm

ITEM TITLE: Discussion and Possible Direction to Staff Regarding the Grand River Dam Authority Electric Power Cost Adjustment Related to the February 2021 Winter Storm.

INITIATOR: General Manager

STAFF INFORMATION SOURCE: Grand River Dam Authority (GRDA)

BACKGROUND: On July 8, 2021, city staff attended a meeting of the GRDA customer group in Pryor, OK. The purpose of the meeting was to receive presentation from GRDA regarding potential changes in the Power Cost Adjustment (PCA) mechanism related to the February 2021 winter storm.

In previous action taken by GRDA, the historic PCA will remain coded and calculated as PCA, with the storm related amounts calculated and coded as PCAX. The PCAX calculation will ensure GRDA recovers cash reserves expended during the winter storm.

Staff will present any information available at the meeting.

EXHIBITS:

KEY ISSUES:

- PCAX and effects it will have on city power purchases over the next several years.
- How the adjusted PCAX will be passed to customers of the city.
- PCAX could lead to changes in how the city handles all power cost adjustment charges. Staff anticipates having to revisit our electric rate structure to accommodate the PCAX charges.

FUNDING SOURCE: Customer charges passed to the customer (only those related to the February winter storm).

RECOMMENDATION: Receive presentation and possible direction to staff.

AGENDA ITEM COMMENTARY

Meeting Date:	July 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Redeposit of Temporarily Idle Funds

ITEM TITLE: Discuss and Consider Approval of Staff's Request to Reinvest the Sallisaw Municipal Authority Certificate of Deposit with National Bank of Sallisaw for 91 Days at .15%

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk

BACKGROUND: Quotes were requested for the redeposit of temporarily idle funds. Quotes were received and reviewed by the Clerk-Treasurer. Staff recommends the Sallisaw Municipal Authority CD be reinvested for 91 days with National Bank of Sallisaw at .15%.

EXHIBITS: 1. SMA Redeposit Quotes 07.2021

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval to reinvest the Sallisaw Municipal Authority CD for 91 days with National Bank of Sallisaw at .15%.

SALLISAW MUNICIPAL AUTHORITY

REDEPOSIT
OF
TEMPORARILY IDLE FUNDS

July 12, 2021

Fund	Amount
Sallisaw Municipal Authority	$471,745.55

Days	Firstar	National	Armstrong
91	.10%	.15%	—
182	.15%	.15%	.05%

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
918-775-6241 918-775-9550 Fax www.sallisawok.org

SALLISAW MUNICIPAL AUTHORITY

TO: Firstar Bank **July 1, 2021**

The Sallisaw Municipal Authority requests quotes on time deposits of idle funds for the time specified beginning July 14, 2021:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Sallisaw Mun. Auth.	**$471,745.55**	91	October 13, 2021	.10%
		182	January 12, 2022	.15%

Quotes will be received by the City Clerk via e-mail; **ddavis@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, July 7, 2021**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at the meeting of the Sallisaw Municipal Authority, beginning immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., July 12, 2021.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Dianna Davis
Dianna Davis, Secretary

Submitted by:

Firstar Bank

Date: 7-7-2021

By: [signature]

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
918-775-6241 918-775-9550 Fax www.sallisawok.org

SALLISAW MUNICIPAL AUTHORITY

TO: National Bank of Sallisaw **July 1, 2021**

The Sallisaw Municipal Authority requests quotes on time deposits of idle funds for the time specified beginning July 14, 2021:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Sallisaw Mun. Auth.	**$471,745.55**	91	October 13, 2021	0.15%
		182	January 12, 2022	0.15%

Quotes will be received by the City Clerk via e-mail; **ddavis@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, July 7, 2021**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at the meeting of the Sallisaw Municipal Authority, beginning immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., July 12, 2021.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Dianna Davis
Dianna Davis, Secretary

Submitted by:

National Bank of Sallisaw

Date: 7/6/21

By: [signature]

115 East Choctaw P.O. Box 525 Sallisaw, OK 74955
918-775-6241 918-775-9550 *Fax* www.sallisawok.org

SALLISAW MUNICIPAL AUTHORITY

TO: Armstrong Bank **July 1, 2021**

The Sallisaw Municipal Authority requests quotes on time deposits of idle funds for the time specified beginning July 14, 2021:

FUND	AMOUNT	DAYS	MATURITY	QUOTE
Sallisaw Mun. Auth.	**$471,745.55**	91	October 13, 2021	
		182	January 12, 2022	.05

Quotes will be received by the City Clerk via e-mail; **ddavis@sallisawok.org**, and must be received by **10:00 a.m., Wednesday, July 7, 2021**. Quotes will then be reviewed by the City Clerk. Recommendation for award will be presented at the meeting of the Sallisaw Municipal Authority, beginning immediately following the meeting of the Board of City Commissioners beginning at 6:00 p.m., July 12, 2021.

Please ensure that your facility has sufficient collateral pledged, should you be the successful bidder.

Dianna Davis
Dianna Davis, Secretary

Submitted by:

Armstrong Bank

Date: 7-01-21

By: ______