

MINUTES
TAHLEQUAH CITY COUNCIL - REGULAR MEETING
MONDAY, MARCH 6, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

1. MEETING CONVENED

Meeting called to order by Mayor Catron at 5:31 pm.

Roll call as follows:

Present:	Councilor Ward I	Bree Long
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers
	Councilor Ward IV	Trae Ratliff

Others Present:

Mayor Sue Catron, City Attorney John Tyler Hammons, City Administrator Alan Chapman, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, and IT Support Kendall Collins

Invocation – Pastor Mike Murray, Tahlequah First Baptist Church

Flag salute.

Public Notice: A Public Notice of meeting was provided December 6, 2022 at 4:45 p.m. to the Secretary of State of Oklahoma and additional notice was provided February 28, 2023 at 9:15 a.m. at 111 Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS:

Videoconference and/or teleconference access instructions for public attendance at the Meeting: the public, nonvoting elected officials, and City staff may remotely attend this meeting by joining the Zoom meeting via the web or the Zoom app (www.zoom.us) **Access Code 890 7276 1221** Password **4560651**. If you wish to receive a copy of any materials that are presented to the City Council, please submit your request to cityclerk@tahlequah.gov.

PUBLIC COMMENTS

There were no public comments.

3. CONSENT AGENDA

Councilor Long made a motion and Councilor Ratliff seconded to approve the consent agenda as follows:

- a) To approve the **minutes** from the Council Meetings on February 6, 2023, February 10, 2023, and February 21, 2023. **(1-6)**
- b) To acknowledge receipt of the **December Financial Statement**. **(7)**
- c) To acknowledge receipt of the **January Check Register**. **(7)**

- d) To acknowledge receipt of the **January Purchasing Card statement. (8-9)**
- e) To acknowledge receipt of the **January Investment Schedule. (10)**
- f) To acknowledge receipt of the **February Check Register. (11)**
- g) To authorize the City's request that the **Oklahoma Aeronautics Commission** act as its agent for a project that consists of developing a preliminary engineering report for the runway rehabilitation and new runway lights construction at Tahlequah Municipal Airport. **(12)**
- h) To approve the **Tri-Party Memorandum of Understanding** and Mutual Access Parking Agreement by and between the City of Tahlequah, Oklahoma, an Oklahoma municipal corporation; Board of County Commissioners of Cherokee County, Oklahoma, an Oklahoma political subdivision and the United Methodist Church of Tahlequah. **(13-15)**
- i) Removed from Consent to Regular Agenda by Councilor Keith Baker.
- j) **(17-40)**
- k) To approve the **Professional Services Contract** with **Holloway, Updike, and Bellen, Inc.** for the purpose of construction inspection services for Ross Street and Cedar Avenue Improvements Project. **(41)**
- l) To approve entering into the **settlement of the National Opioids Settlement:** Teva, Allergan, CVS, Walgreens, and Walmart Opioids Implementation Administrator. **(42-58)**
- m) **(59)**
- n) To accept the **resignation** (retirement 13 years) from **Cory Keele**, Patrolmen in the Police Department, effective March 4, 2023. **(HR)**
- o) To accept the **resignation** from **Mohamed Bassime**, Storm Water Manager in the Compliance Department, effective March 3, 2023. **(HR)**
- p) To accept the **resignation** from **Brealyn Johnson**, Deputy Municipal Court Clerk in the Municipal Court, effective March 10, 2023. **(HR)**
- q) To accept the **resignation** from **Steven Smith**, Patrolman in the Police Department, effective March 13, 2023. **(HR)**
- r) To **hire Wyatt Stephens, Lauren Stephens, Alyssa Fair, Erin Cook, Ashton Cuthill, and Chloe White** as **Lifeguards** in the Parks and Recreation Department at \$12.00 per hour effective May 1, 2023. **(HR)**
- s) To **hire Violet Swearingen, Seasonal Laborer Concessions (552)** in the Parks and Recreation Department at \$10.07 per hour effective May 1, 2023. **(HR)**
- t) To **hire Tate Whittmore, PT Laborer** in the Parks and Recreation Department at \$11.13 per hour effective March 7, 2023. **(HR)**
- u) To **hire Jaide Wilks and Taylor Mootry** as **Seasonal Laborer/Concessions (552)** in the Parks and Recreation Department at \$10.07 per hour effective March 7, 2023. **(HR)**

Vote: Ayes: Ratliff, Long, Baker, Highers

Nays: none

Motion carried

4. **ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS**

5. Director of Human Resources M'Lynn Pape announced Fire Chief Casey Baker as the March 2023 employee the month.
 Director of Human Resources M'Lynn Pape along with Ray Poland, President OML Board of Directors gave recognition of **Oklahoma Municipal League 25 Years of Service Honor Roll of Service** to Ray Hammons, Terry House, Mark Manship, Casey Baker, Steve Arnell, Aaron Garrett, and Ricky Hicks.
 Mayor Catron recognized Years of Service for **March** employees as follows:

Michael Cates, 5 yrs., Tahlequah City Police Dept., Zach Frazier, 15 yrs.,
Tahlequah City Fire Dept., Larry Dallis, 25 yrs., Waste Management
Report from **Library** by Cherokee Lowe
Report from **Chamber of Commerce** by Nathan Reed
Report from **Tour Tahlequah** via E-mail
Report from the **Tahlequah Main Street Association** by Jamie Hale

REGULAR SESSION

6. Councilor Ratliff made a motion and Councilor Long seconded to approve **consent item (i)**, the nondisclosure agreement with mayor-elect Suzanne Myers and councilor-elect Josh Allen.

Vote: *Ayes: Ratliff, Long, Mayor Catron* *Nays: Baker, Highers* *Motion carried*

No action was taken on consent agenda item (j), to approve the **Amended City Charter** and direct the City Clerk to submit same to Governor for approval.

Councilor Ratliff made a motion and Councilor Long seconded to approve **consent item (m)**, **Resolution 03-06-2023**, the American Rescue Plan (**ARPA**) funds allocation plan and to earmark the previously budgeted amount to specific categories of projects.

Vote: *Ayes: Ratliff, Long, Mayor Catron* *Nays: Baker, Highers* *Motion carried*

7. **No action** was taken to waive the competitive bidding requirement of the **City Purchasing Policy** and, in accordance with **City Code 7-105**, accept the quote for equipment for the **Tahlequah Fitness Park** at Anthis-Brennan by **ACS Playground Adventures** in the amount of \$76,895.00.

8. **No action** was taken on the **Memorandum of Understanding** between **Cherokee Nation Business, LLC** and the **City of Tahlequah** for Cherokee Nation Business, LLC to **fund a new fire truck** for the City of Tahlequah Fire Department.

9. **No action** was taken on **Budget Amendment #362023**.

10. Councilor Highers made a motion and Councilor Ratliff seconded to approve the **replacement** of the **Purchasing Card Policy** dated **March 2, 2020** and replace with the **Purchasing Card Program** and utilize **BancFirst P-Cards** to implement the program.

Vote: *Ayes: Highers, Ratliff, Baker, Long* *Nays: None* *Motion carried*

11. Councilor Ratliff made a motion and Councilor Long seconded to approve, with modification to correct scrivener's error, **Ordinance No. 1348-2023**, An Ordinance The City of Tahlequah, Oklahoma, Amending Part 15, **Traffic and Vehicles**, By

Adding Chapter 15, Electric Motorized Scooters; Section 15-1501, Definitions; Section 15-1502, Operation of Electric Motorized Scooters; Section 15-203, Parking of Electric Motorized Scooters; Section 15-1504, Safety Regulations; Section 15-1505, Operators Permit Required; Section 15-1506, Application for Operators Permit; Section 15-1507, Denial of Permit; Section 15-1508, Suspension of Permit; Section 15-1509, Appeals; Section 15-1510, Scooter-Share Program; Section 15-1511, Identification of Shared Scooters; Section 15-1512, Insurance Requirements; Section 15-1513, Data Sharing; Providing for Codification, Severability, Repealer, and **Setting an Effective Date.**

Vote: Ayes: Ratliff, Long, Baker, Highers

Nays: None

Motion carried

12. No action was taken on **Ordinance No. 1349-2023**, An Ordinance of The City of Tahlequah, Oklahoma, Amending Part 11, **Parks, Recreation and Cultural Affairs**; By adding Chapter 2, Special Events; by adding Section 11-201, Definition; by adding Section 11-202; Permit Required; by adding Section 11-203; Form of Application; by adding Section 11-204, Criteria for Permit; by adding Section 11-205, Bond Required; by adding Section 11-206, Decision; by adding Section 11-207, Alternatives; by adding Section 11-208, Appeals; by amending Part 14, Streets and Public Works; Chapter 2, Use and Obstruction of Streets and Sidewalks; Section 14-206, Unlawful to Obstruct Sidewalks, Streets with Merchandise; Section 14-207, Unlawful to Obstruct Unduly Sidewalks and Streets; Section 14-209, Unlawful to Congregate on Streets, Sidewalks; Providing for Codification, Severability, Repealer, and setting an effective date.

13. Councilor Highers made a motion and Councilor Ratliff seconded to approve **bid for Project No. 6000 Mission Park Trails** from Texoma Contracting Inc. with bid Alternative 1 as presented and amend the budget accordingly.

Vote: Ayes: Highers, Ratliff, Baker, Long

Nays: None

Motion carried

14. Councilor Ratliff made a motion and Councilor Long seconded **Resolution No.03-06-2023(A)**. A Resolution approving a zoning map amendment, establishing a Planned Unit Development District (PUD) with accompanying Preliminary Plat and Development Plan of Rivercenter – Tahlequah on tracts of land currently zoned Local Commercial District (C-1), Community Commercial (C-2), Regional Commercial District (C-3), Community Mixed-Use District (CMX), and Residential Single Family Low Density District (RS-1) on approximately 70 acres of land located at the northeast corner of E. Downing and Highway 82 Bypass, more particularly described as follows:

TRACT 1: A PART OF THE WEST HALF (W/2) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. **MORE PARTICULARLY DESCRIBED AS FOLLOWS:**
COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID SECTION TWENTY-SEVEN (27); THENCE N 88°18'07" E, ALONG THE SOUTH LINE OF SAID WEST HALF (W/2), A DISTANCE OF 1071.79 FEET; THENCE N 02°01'32" W, A DISTANCE OF 61.86 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, AND **THE POINT OF BEGINNING**; THENCE CONTINUING N 02°01'32" W, A DISTANCE OF 293.17 FEET; THENCE S 88°18'30" W, A DISTANCE

OF 288.77 FEET, TO A POINT ON THE EAST LINE OF STATE HIGHWAY 82; THENCE N 26°25'51" E, ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 85.85 FEET; THENCE N 02°02'24" W, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 407.80 FEET; THENCE N 11°59'46" E, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 206.16 FEET; THENCE N 02°02'24" W, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 941.91 FEET; THENCE N 88°11'23" E, LEAVING SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 444.16 FEET; THENCE N 02°01'29" W, A DISTANCE OF 660.54 FEET, TO THE NORTHWEST CORNER OF THE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4); THENCE N 88°09'15" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4), A DISTANCE OF 659.19 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4); THENCE N 02°03'04" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4), A DISTANCE OF 594.61 FEET; THENCE N 88°08'35" E, A DISTANCE OF 659.38 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4); THENCE S 02°01'55" E, ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4), A DISTANCE OF 594.74 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4); THENCE S 02°00'37" E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4), A DISTANCE OF 1322.79 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4); THENCE S 88°13'41" W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4), A DISTANCE OF 1319.24 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4), ALSO BEING THE NORTHWEST CORNER OF HILLSIDE PLAZA ADDITION (SAID PLAT BEING RECORDED IN BOOK 240, PAGE 426, OF THE RECORDS OF THE CHEROKEE COUNTY CLERK); THENCE S 02°01'32" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4), ALSO BEING THE WEST LINE OF SAID HILLSIDE PLAZA ADDITION, A DISTANCE OF 916.09 FEET, TO A POINT ON THE WEST LINE OF HILLSIDE PLAZA ADDITION; THENCE N 88°18'30" E, ALONG THE NORTHERNMOST LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, A DISTANCE OF 35.60 FEET, TO A POINT ON THE RIGHT-OF-WAY OF WARD STREET (SAID RIGHT-OF-WAY BEING PLATTED BY HILLSIDE PLAZA ADDITION); THENCE ALONG SAID RIGHT-OF-WAY OF WARD STREET, ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 77°23'35", AN ARC LENGTH OF 54.03 FEET, A CHORD BEARING OF S 03°07'11" E, AND A CHORD DISTANCE OF 50.02 FEET; THENCE S 88°18'30" W, LEAVING SAID RIGHT-OF-WAY OF WARD STREET, A DISTANCE OF 36.56 FEET, TO A POINT ON THE WEST LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION; THENCE S 02°01'32" E, ALONG SAID WEST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, A DISTANCE OF 56.13 FEET; THENCE S 88°44'17" W, AND LEAVING THE WEST LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, A DISTANCE OF 149.71 FEET; THENCE S 02°01'32" E, A DISTANCE OF 238.87 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62; THENCE S 88°44'02" W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, A DISTANCE OF 95.01 FEET, **TO THE POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINING 67.12 ACRES / 2,923,858.27 SQUARE FEET.

TOGETHER WITH:

TRACT 2: A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST, OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; SAID TRACT NOW BEING

A REPLAT OF PART OF BLOCK 6, HILLSIDE PLAZA ADDITION (SAID PLAT BEING RECORDED IN BOOK 240, PAGE 426, OF THE RECORDS OF THE CHEROKEE COUNTY CLERK). **MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID SECTION TWENTY-SEVEN (27); THENCE N 88°18'07" E, ALONG THE SOUTH LINE OF SAID WEST HALF (W/2), A DISTANCE OF 1457.83 FEET; THENCE N 02°01'32" W, A DISTANCE OF 59.98 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, ALSO BEING A POINT ON THE SOUTH LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, AND **THE POINT OF BEGINNING**; THENCE CONTINUING N 02°01'32" W, A DISTANCE OF 295.01 FEET, TO A POINT ON THE NORTH LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WARD STREET (SAID RIGHT-OF-WAY BEING PLATTED BY HILLSIDE PLAZA ADDITION); THENCE N 88°17'16" E, ALONG THE NORTH LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, AND THE SOUTH LINE OF SAID RIGHT-OF-WAY OF WARD STREET, A DISTANCE OF 318.25 FEET, TO A POINT OF INTERSECTION THE WEST RIGHT-OF-WAY OF PLAZA DRIVE (SAID RIGHT-OF-WAY BEING PLATTED BY HILLSIDE PLAZA ADDITION), ALSO BEING THE EAST LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION; THENCE ALONG SAID RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 69.85 FEET, A CENTRAL ANGLE OF 55°01'32", AN ARC LENGTH OF 67.08 FEET, A CHORD BEARING OF S 25°48'44" W, AND A CHORD DISTANCE OF 64.53 FEET; THENCE S 53°20'09" W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, A DISTANCE OF 229.23 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 129.85 FEET, A CENTRAL ANGLE OF 55°01'24", AN ARC LENGTH OF 124.70 FEET, A CHORD BEARING OF S 25°43'12" W, AND A CHORD DISTANCE OF 119.96 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 62; THENCE S 88°18'30" W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, A DISTANCE OF 43.67 FEET, **TO THE POINT OF BEGINNING**.

SAID TRACT OF LAND CONTAINING 1.14 ACRES / 49,581.07 SQUARE FEET.

SAID TRACTS OF LAND CONTAINING A COMBINED 68.26 ACRES / 2,973,439.34 SQUARE

Vote: Ayes: Ratliff, Long, Baker, Highers Nays: None Motion carried

15. Councilor Highers made a motion and Councilor Baker seconded to approve **Ordinance No. 1350-2023**, An Ordinance of The City of Tahlequah, Oklahoma, Amending the Tahlequah City Code, Part 13, **Public Safety**; Chapter 2, Fire Department and Services; Section 13-203, Volunteer Fire Department Established; Section 13-204, Duties of the Fire Chief; Section 13-209, Bylaws; Providing for Codification, Severability, Repealer, and **Declaring an Emergency**.

Vote: Ayes: Highers, Baker, Long, Ratliff Nays: None Motion carried

Councilor Long made a motion and Councilor Ratliff seconded on **declaring Ordinance No. 1350-2023 an emergency**.

Vote: Ayes: Long, Ratliff, Highers, Baker Nays: None Motion carried

16. Councilor Long made a motion and Councilor Ratliff seconded to exit Regular Session and enter into Executive Session at 7:07 p.m.

Vote: Ayes: Long, Ratliff, Highers, Baker Nays: None Motion carried

17. Reconvened into Regular Session at 7:59 p.m.

Vote: Ayes: Long, Ratliff, Highers, Baker Nays: None Motion carried

18. No action taken on information received concerning the pending claim of Kent Rountree.

19. Mid-month meeting set for Friday, March 10, 2023 at 8:00 a.m.

20. Council meeting adjourned at 8:04 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
FRIDAY, MARCH 10, 2023 - 8:00 AM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

A Public Notice of meeting was provided **March 8, 2023 at 8:00 a.m.** at 111 S. Cherokee Ave. Tahlequah, OK.

ZOOM ID: 837 1897 8530 PASSWORD: 4560651

1. Meeting called to order by Mayor Catron at 8:04 am.

2. City Clerk Whitney Shaw called the Roll call as follows:

Present:	Councilor Ward I	Bree Long
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers

Others Present:

Mayor Sue Catron, City Clerk Whitney Shaw, IT Director Randy Powell

Absent: Councilor Ward IV Trae Ratliff, City Treasurer Marty Hainzinger, City Attorney JT Hammons, and City Administrator Alan Chapman

3. Councilor Highers made a motion and Councilor Long seconded to adopt Ordinance No. 1349-2023, an Ordinance of The City of Tahlequah, Oklahoma, Amending Part 11, **Parks, Recreation and Cultural Affairs**; By adding Chapter 2, Special Events; by adding Section 11-201, Definition; by adding Section 11-202; Permit Required; by adding Section 11-203; Form of Application; by adding Section 11-204, Criteria for Permit; by adding Section 11-205, Bond Required; by adding Section 11-206, Decision; by adding Section 11-207, Alternatives; by adding Section 11-208, Appeals; by amending Part 14, Streets and Public Works; Chapter 2, Use and Obstruction of Streets and Sidewalks; Section 14-206, Unlawful to Obstruct Sidewalks, Streets with Merchandise; Section 14-207, Unlawful to Obstruct Unduly Sidewalks and Streets; Section 14-209, Unlawful to Congregate on Streets, Sidewalks; Providing for Codification, Severability, Repealer, and **Declaring an Emergency**.

Vote: Ayes: Highers, Long, Baker

Nays: None

Motion carried

Councilor Highers made a motion and Councilor Baker seconded declaring an Emergency for Ordinance No. 1349-2023.

Vote: Ayes: Highers, Long, Baker

Nays: None

Motion carried

4. Councilor Baker made a motion and Councilor Highers seconded to approve with modifications the bid for mowing services contract to lowest possible bidder, LawnStars Landscaping LLC.

Baker **withdrew his motion** and Councilor Highers **withdrew his seconding** of Baker's **original motion**.

Councilor Highers made a motion and **Councilor Long** seconded to **table the bid** until the April Council meeting for the **mowing services contract** to lowest possible bidder, LawnStars Landscaping LLC.

***Vote:** Ayes: Highers, Long, Baker*

Nays: None

Motion carried

5. No Action

6. Meeting adjourned at 8:21 a.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
THURSDAY, MARCH 23, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

A Public Notice of meeting was provided **March 21, 2023** at **4:15 p.m.** at 111 S. Cherokee Ave.
Tahlequah, OK.

ZOOM ID: 813 3133 9819 PASSWORD: 4560651

1. Meeting called to order by Mayor Catron at 5:30 p.m.

2. City Clerk Whitney Shaw called the Roll call as follows:

Present:	Councilor Ward I	Bree Long
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers (5:31 p.m.)
	Councilor Ward IV	Trae Ratliff

Others Present: Mayor Sue Catron, City Attorney JT Hammons, City Administrator Alan Chapman, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, and IT Support Kendall Collins.

3. Councilor Highers made a motion and Councilor Long seconded to adopt, as written by Council (**adding Section K**), **Ordinance No. 1352-2023**, An Ordinance of the City of Tahlequah, Oklahoma, amending the Tahlequah City Code, Part 12, Planning, Zoning and Development; Chapter 12, Hospitals and Healthcare Facilities, by amending Section 12-1203, Healthcare Facilities; Providing for Codification, Severability, Repealer, and **Declaring an Emergency**.

Vote: Ayes: Highers, Long, Baker, Ratliff

Nays: None

Motion carried

4. Councilor Highers made a motion and Councilor Baker seconded to declare an emergency for Ordinance No. 1352-2023.

Vote: Ayes: Highers, Long, Baker, Ratliff

Nays: None

Motion carried

5. Meeting adjourned at 6:01pm.



DUE TO SIZE, THESE DOCUMENTS ARE AVAILABLE IN DIGITAL FORMAT ON THE CITY WEBSITE:

- CLICK ON THE “GOVERNMENT” TAB
- CLICK ON “DEPARTMENTS”, THEN
“FINANCE”
- CLICK ON “Monthly Financial Statements” &
CHOOSE THE MONTH(S) LISTED ON
AGENDA



Account Number: XXXX XXXX XXXX 3494
CITY OF TAHLEQUAH
Statement Closing Date: 01/31/23

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Corporate Account Summary

Previous Balance		\$1,928.33
Purchases and other Charges	+	\$3,160.57
Cash Advances	+	\$0.00
Credits	-	\$0.00
Payments	-	\$1,928.33
Late Payment Charge	+	\$0.00
Finance Charges	+	\$0.00
New Balance		\$3,160.57
Disputed Amount		\$0.00

Corporate Account Summary

Past Due Amount	\$0.00
Credit Limit	\$50,000.00
Available Credit Limit	\$46,839.43
Cash Advance Credit Limit	\$0.00
Days in Billing Cycle	32
Statement Closing Date	01/31/23
Minimum Payment Due	\$95.00
Payment Due Date	02/24/23

Call Customer Service 1-800-356-8085
Lost or Stolen Credit Card 1-800-356-8085

Manage your account online at:
www.arvest.com

Please send billing inquiries and correspondence to:
ARVEST BANK
P.O. BOX 6139
NORMAN, OK 73070-6139

Corporate Account Activity

Trans Date	Post Date	Reference Number	Description	Amount
01/23	01/23		AUTO PAYMENT DEDUCTION	-\$1,928.33

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	0.00%	\$0.00	\$0.00
CASH ADVANCES	0.00%	\$0.00	\$0.00

Cardholder Account Summary

Name and Account Number	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
RANDY POWELL XXXX XXXX XXXX 4252	\$1,000	\$0.00	\$214.97	\$0.00	\$214.97
MANAGERIAL 1 XXXX XXXX XXXX 9136	\$1,000	\$0.00	\$237.69	\$0.00	\$237.69
SOLID WASTE XXXX XXXX XXXX 9151	\$1,000	\$0.00	\$149.28	\$0.00	\$149.28
FIRE DEPARTMENT XXXX XXXX XXXX 9177	\$1,000	\$0.00	\$738.23	\$0.00	\$738.23

(summary continued on next page)

DETACH HERE: To ensure proper credit, please include lower portion with your payment.

ARVEST BANK
P.O. BOX 6139
NORMAN, OK 73070-6139

Account Number XXXX XXXX XXXX 3494
New Balance \$3,160.57
Minimum Payment Due \$95.00
Payment Due Date 02/24/23

Amount enclosed \$

☐ New address, phone number or email? PRINT on back.

To ensure proper credit, please return this portion with your payment. Make checks payable to CARD SERVICES.

CITY OF TAHLEQUAH
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801

Arvest Bank
PO BOX 2149
Lowell AR 72745

4485630000803494

0009500

0316057



Account Number: XXXX XXXX XXXX 3494
CITY OF TAHLEQUAH
Statement Closing Date: 01/31/23

Page 3 of 4

Cardholder Account Summary cont.

Name and Account Number	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
RECREATION DEPT XXXX XXXX XXXX 5298	\$2,100	\$0.00	\$1,820.40	\$0.00	\$1,820.40

Cardholder Account Activity

RANDY POWELL XXXX XXXX XXXX 4252	Credit Limit \$1,000	Credits \$0.00	Purchases \$214.97	Cash Advances \$0.00	Total Activity \$214.97
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Trans Date	Post Date	Reference Number	Description	Amount
12/30	01/02	24906412364163987749304	DNH*GODADDY.COM 480-5058855 AZ	\$199.98
01/24	01/25	24011343024000017798466	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99

MANAGERIAL 1 XXXX XXXX XXXX 9136	Credit Limit \$1,000	Credits \$0.00	Purchases \$237.69	Cash Advances \$0.00	Total Activity \$237.69
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Trans Date	Post Date	Reference Number	Description	Amount
01/11	01/13	24137463012200203094881	HOBBY-LOBBY #0006 MUSKOGEE OK	\$49.99
01/20	01/23	24492153020852675533964	VINYLDISORD 866-723-3726 CA	\$187.70

SOLID WASTE XXXX XXXX XXXX 9151	Credit Limit \$1,000	Credits \$0.00	Purchases \$149.28	Cash Advances \$0.00	Total Activity \$149.28
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Trans Date	Post Date	Reference Number	Description	Amount
01/03	01/04	24540453003182500057329	CHEROKE COUNTY TAG 918-4532889 OK	\$149.28

FIRE DEPARTMENT XXXX XXXX XXXX 9177	Credit Limit \$1,000	Credits \$0.00	Purchases \$738.23	Cash Advances \$0.00	Total Activity \$738.23
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Trans Date	Post Date	Reference Number	Description	Amount
01/18	01/19	24540453018182500032887	CHEROKE COUNTY TAG 918-4532889 OK	\$54.19
01/25	01/26	24492163025000036030346	EMT & FIRE TRAINING HTTPSWWW.EMTF ID	\$351.00
01/26	01/27	24011343026000034213455	SP THE FIRE CENTER HTTPSWWW.THEF TX	\$333.04

RECREATION DEPT XXXX XXXX XXXX 5298	Credit Limit \$2,100	Credits \$0.00	Purchases \$1,820.40	Cash Advances \$0.00	Total Activity \$1,820.40
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Trans Date	Post Date	Reference Number	Description	Amount
01/09	01/10	24040833009900014255952	BUILDERS SUPPLY 918-6281211 OK	\$1,530.00
01/17	01/18	24040833017900014856577	BUILDERS SUPPLY 918-6281211 OK	\$290.40

City of Tahlequah

Working Fund Investments as of February 28, 2023

BANK	AMOUNT	PERCENTAGE
Bank Accounts		
Reserve Operating Armstrong	\$2,731,822.75	3.0%
Streets & Sidewalks Armstrong	\$4,586,212.44	3.0%
General Fund Sweep Bank First	\$6,396,248.43	4.14%

BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
American Express Natl Bk	\$248,000.00	1.60%	3/4/2024
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Capital One Bk USA Natl Assn	214,000.00	3.30%	8/12/2024
Capital One Nat'l Assn McLean	\$31,000.00	3.40%	9/9/2024
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk Na Providence RI	\$241,000.00	3.25%	9/14/2023
Goldman Sachs Bank USA CD	\$200,000.00	2.60%	3/22/2024
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Morgan Stanley Private Bk Natl	\$238,000.00	4.60%	11/10/2023
Pinnacle Bank Nashville	\$249,000.00	2.50%	7/24/2023
Santander Bk Natl Assn	\$241,000.00	3.10%	3/14/2023
Silvergate Bk La Jolla Calif	\$246,000.00	3.10%	3/14/2023
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Toyota FINL Svgs Bk Hend NV	\$200,000.00	2.40%	6/23/2023
Truist Bk Charlotte N C	\$244,000.00	4.25%	5/9/2023
UBS BK USA Salt Lake City UT	\$100,000.00	1.90%	5/10/2023
UBs BK USA Salt Lake City UT	\$150,000.00	2.85%	5/13/2024
Cash	\$280,000.00		
TOTAL	\$3,861,000.00		

CITY OF



BUDGET AMENDMENT FORM

Fund:

Amendment #:

Fiscal Year: 2022-2023

<u>Account#</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
115-46-5000	SALE OF EQUIP	\$32,250.00			
115-46-6000	DEQ GRANT	\$39,184.22			
115-65-8701	EQUIP RES			\$71,434.22	

TOTALS

\$71,434.22

\$

\$71,434.22

\$

BUDGET AMENDMENT TO PURCHASE TRUCK

Date approved by City Administrator & Signature

Date _____

Date approved by Governing Body & Signature

Date _____

CHANGE ORDER

COPY

No.1

DATE OF ISSUANCE 03/27/2023

EFFECTIVE DATE 03/27/2023

OWNER: City of TahlequahCONTRACTOR: Bison Civil LLCContract: SRS-211E(026)STProject: City of Tahlequah Safe Routes to Schools

OWNER's Contract No.: _____

ENGINEER's Contract No.: 132ENGINEER: R.L. Shears Company, P.C.

You are directed to make the following changes in the Contract Documents:

Description:

Summation of final quantity overruns and deductions. Refer to attached Final Quantity Underruns and Overruns with the final application for payment. No change in contract time.

Reason for Change Order:

Final adjustments to line item quantities

Attachments: (List documents supporting change)

Final Quantity Underruns and Overruns

CHANGE IN CONTRACT PRICE:
Original Contract Price \$300,061.71
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$0
Contract Price prior to this Change Order: \$300,061.71
Net decrease of this Change Order: \$5,831.59
Contract Price with all approved Change Orders: \$294,230.12

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: R.L. Shears By: _____ By: _____

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: March 27, 2023 Date: _____ Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

COPY

CITY OF TAHLEQUAH
Legal Services Agreement

THIS AGREEMENT, made this 3rd day of April, 2023 by and between the CITY OF TAHLEQUAH, OKLAHOMA, a municipal corporation (hereinafter called the "City"), and BJ Baker, an independent attorney, contracting for the prosecutorial duties of the City Attorney, and who hereinafter shall be referred to as "Prosecutor".

TERM: The term of this Agreement shall commence on July 1st 2023, and extend through June 30th 2024.

NOTICES: All noticed required hereunder shall be sent via personal delivery or U.S. Mail, postage paid, as follows,

TO CITY: City of Tahlequah
Attn: Office of the Mayor
111 South Cherokee Avenue
Tahlequah, OK 74464

TO ATTORNEY: BJ Baker
303 W. Keetoowah St.
Tahlequah, OK 74464

Or other such addresses as either party may designate by notice to the other party.

PERFORMANCE REQUIREMENTS OF CITY:

City Shall:

1. Compensate the Attorney in the amount set forth hereunder for the provision of services as specified under Performance Requirements of Attorney.
2. Provide Attorney full access to the staff, records, and facilities in order to perform the services and functions set out herein.
3. Evaluate Attorney performance annually, providing written description of City's assessment of Attorney performance.

PERFORMANCE REQUIREMENTS OF PROSECUTOR:

The Prosecutor shall:

1. Consult regularly (not less than weekly) with the municipal court judge, or the court's regular staff, as needed to ensure proper operation of the municipal court.
2. Duties Performed by Prosecutor:
 - a. Court Trials (2nd Friday of the month at 2:00pm)
 - b. Communications with plaintiffs
 - c. Abatement Board (1st Monday of the month at 4:00pm)
3. In the absence of the City Attorney for more than 24 hours, provide legal opinions and advice, in writing, and within a reasonable timeframe, to the Mayor, City Administrator, and City Council in a public meetings as requested.

ADDITIONAL TERMS:

1. Information, data, opinions, and other instruments and communications are advisory, are not binding, and do not carry the force or authority of law.
2. All records generated in the course of fulfillment of this agreement are the property of, and shall be controlled by, the City.
3. The Attorney agrees that any information received by the Attorney during any furtherance of the Attorney's obligation in accordance with this contract which concerns the personal, financial, or other affairs of the City or its employees, officials, and any 3rd party with which the City conducts business will be treated by the Attorney in full confidence and will not be revealed to any others persons, firms, or organizations.
4. The City may from time to time request that the Attorney arrange for services of others. All costs to the Attorney for such services necessary for the execution of this contract will be paid by the City, but in no event shall the Attorney employ others without the prior authorization of the City.
5. Prior to commencing work under this contract, Attorney shall acquire a malpractice insurance policy, as evidenced by a certificate of insurance submitted to the City, and shall maintain in continuous force and effect.

COMPENSATION:

1. The Attorney will receive \$17,000 annually for fulfilling the duties and obligations of this agreement, payable semi-annually on December 31, 2023 and June 30, 2024 for trials and Abatement proceedings. Attorney will also receive \$250.00 per billed hour for other duties provided including communications with defendants, not to exceed \$15,000.00.
2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, will be paid at a federal rate.

NON-ASSIGNMENT PROVISION:

City and Attorney hereby agree that the services specified in this Agreement may not be delegated or assigned.

TERMINATION OF CANCELLATION CLAUSE:

This Agreement may be terminated or cancelled by either party upon ten (10) days written notice. In the event this Agreement is terminated or cancelled by either party, City shall be responsible to compensate Attorney for only those services rendered to the time of termination or cancellation of this Agreement.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree that the Attorney is an independent contractor, and that the City is interested only in the results of the Attorney's services and shall not control the means and methods by which the Attorney's services are rendered. The Attorney is not eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or other benefits from City by virtue of payment received.

The Attorney is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payments received from City under terms of this Agreement.

WAIVER OF LIABILITY:

Attorney agrees to hold harmless the City from any claims, demands, or other liabilities resulting from the act or omission to act on any part of the Attorney or Attorney's employees, agents, or subcontractors in the performance of this contract.

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

Executed By:

CITY OF TAHLEQUAH

ATTORNEY

Sue Catron, Mayor

Date

Name

Date

Attest:

Whitney Shaw, City Clerk

CITY OF TAHLEQUAH
Legal Services Agreement

THIS AGREEMENT, made this 3rd day of April, 2023, by and between the CITY OF TAHLEQUAH, OKLAHOMA, a municipal corporation (hereinafter called the "City"), and John Tyler Hammons, an independent attorney, who hereinafter shall be referred to as "Attorney".

TERM: The term of this Agreement shall commence on July 1, 2023 and extend through June 30, 2024, unless terminated or cancelled as set forth herein. This Agreement will be reviewed each year during the month of May, for consideration of renewal.

NOTICES: All notices required hereunder shall be sent via personal delivery or U.S. Mail, postage paid, as follows:

TO CITY: City of Tahlequah
Attn: Office of the Mayor
111 South Cherokee Avenue
Tahlequah, OK 74464

TO ATTORNEY: John Tyler Hammons
Hammons, Hamby & Price
303 W Keetoowah Street
Tahlequah, OK 74464

Or other such addresses as either party may designate by notice to the other party.

PERFORMANCE REQUIREMENTS OF CITY:

City shall:

1. Compensate the Attorney in the amount set forth hereunder for the provision of services as specified under Performance Requirements of Attorney.
2. Provide Attorney full access to the staff, records, and facilities in order to perform the services and functions set out herein.

PERFORMANCE REQUIREMENTS OF ATTORNEY:

The Attorney shall:

1. Comply, to the best of their ability, with the requirements of City Ordinance 2-333: City Attorney and Duties. "It is the duty of the City Attorney to advise the Mayor and City Council upon all legal questions relating to the duties of their offices and to the interests of this City, as may from time to time be referred to him. He shall prepare all papers for or on behalf of the City and appear and prosecute all persons charged with violation of any ordinance of this City, and appear and represent this City before any and all courts, commissions or tribunals in any cause in which this City may be a party to or interested in said cause, and perform such other services as may be required of him by the Mayor and Council."

As an exception, the City has retained separate legal services for the provision of prosecutions. From time to time the City and City Attorney may jointly determine that outside counsel should be retained for specific concerns. In these instances the City Attorney will assist in retaining such counsel and monitoring their performance.

CITY OF TAHLEQUAH
Legal Services Agreement

Additionally, comply with Ordinance 2-334, which states, "The duties of the City Attorney shall include the giving of advice to all City departments and department heads, and to conduct periodically a school of instruction for the Police Department." The City Attorney will keep the City Administrator, City Council and Mayor appropriately informed of legal concerns discovered through compliance with this Ordinance.

2. Consult regularly (not less than weekly) with the Mayor or City Administrator, to provide legal and advisory assistance as needed.
3. Attend or support the following:
 - a. Regular meetings of the City Council (1st Monday of the month)
 - b. Special and Emergency meetings of the City Council
 - c. Review of Agenda and Minutes of meetings of the City Council
 - d. Planning Commission meetings (3rd Thursday of the month)
 - e. Board of Adjustments meetings
4. Provide legal opinions and advice, in writing and within a reasonable timeframe, to the Mayor, City Administrator, and City Council as requested by the Mayor, City Council or City Administrator.

ADDITIONAL TERMS:

1. Information, data, opinions, and other instruments and communications are advisory, are not binding, and do not carry the force or authority of law.
2. All records generated in the course of fulfillment of this agreement are the property of, and shall be controlled by, the City.
3. The Attorney agrees that any information received by the Attorney during any furtherance of the Attorney's obligation in accordance with this contract which concerns the personnel, financial, or other affairs of the City or its employees, officials, and any 3rd party with which the City conducts business will be treated by the Attorney in full confidence and will not be revealed to any other persons, firms, or organizations.
4. The City may from time to time request that the Attorney arrange for services of others. All costs to the Attorney for such services necessary for the execution of this contract will be paid by the City, but in no event shall the Attorney employ others without the prior authorization of the City.
5. Prior to commencing work under this contract, Attorney shall acquire a malpractice insurance policy, as evidenced by a certificate of insurance submitted to the City, and shall maintain in continuous force and effect.

COMPENSATION:

1. The Attorney will receive \$50,000 annually for fulfilling the duties and obligations of this Agreement. Attorney will provide an invoice monthly to the City for \$4,166.67 plus amounts due for additional services rendered the previous month.

CITY OF TAHLEQUAH
Legal Services Agreement

2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, reimbursement will be paid at the appropriate Federal GSA rate established at the time of travel.

ASSIGNMENT PROVISION:

City and Attorney hereby agree that the services specified in this Agreement may not be delegated or assigned except as herein set forth. The City authorizes Attorney to assign routine clerical, research and/or administrative tasks related to services provided under this Agreement, to any employee of Attorney's law firm.

TERMINATION OR CANCELLATION CLAUSE:

This Agreement may be terminated or cancelled by either party upon thirty (30) days written notice. In the event this Agreement is terminated or cancelled by either party, City shall be responsible to compensate Attorney for only those services rendered to the time of termination or cancellation of this Agreement.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree that the Attorney is an independent contractor, and that the City is interested only in the results of the Attorney's services and shall not control the means and methods by which the Attorney's services are rendered. The Attorney is not eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or any vacation or leave accruals from the City.

The Attorney is engaged as an independent contractor and will be responsible for all Federal and State taxes related to payments received from the City under the terms of this Agreement.

WAIVER OF LIABILITY:

Attorney agrees to hold harmless the City from any claims, demands, or other liabilities resulting from the act or omission to act on any part of the Attorney or Attorney's employees or agents in the performance of this Agreement.

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

Executed by:
CITY OF TAHLEQUAH

ATTORNEY

Sue Catron, Mayor

Date

John Tyler Hammons

Date

Attest:

Whitney Shaw, City Clerk

Dear Mayor,

On Monday, March 20, 2023, David Nagle did not attend the Historic Preservation Board Meeting. He did however send a Messenger message to Tammy Phillips, Board Member for Ward IV, saying that he was resigning from the Historic Preservation Board. He did not state if he had or had not notified you of his intentions. Mr. Nagle appears to be busy with other projects, therefore having no extra time to help with Historic Preservation projects.

We would like to replace Mr. Nagle with Darren Tobey. Mr. Tobey is the NSU Director of Library Systems Services. He has been coming to the Historic Preservation Board Meetings for around a year and a half. He is a great researcher and has helped the Board with numerous projects. Mr. Tobey would be a great asset to the Board.

Please advise us as to the steps that are needed to remove Mr. Nagle from the Board and replace him with Mr. Tobey.

If you have any questions please call me at 918-207-2936.

Thank you,
Beth Herrington
Historic Preservation Board
Ward III

Sent from [Mail](#) for Windows

Fw: Historic Preservation Board - At Large Member Replacement

Catron, Sue <scatron@tahlequah.gov>

Thu 3/23/2023 9:45 AM

To: Shaw, Whitney <wshaw@tahlequah.gov>

Cc: Chapman, Alan <achapman@tahlequah.gov>

Good morning. For the April 3 consent agenda...

Sue

From: Myers, Suzanne <smyers@tahlequah.gov>

Sent: Thursday, March 23, 2023 9:39 AM

To: Catron, Sue <scatron@tahlequah.gov>

Subject: Re: Historic Preservation Board - At Large Member Replacement

Good morning! If you have spoken with Darren and he is willing, I would support that 100%. Thank you for checking, I will look forward to setting up the meeting with you through Karen to discuss. Hope your day is great!

Get [Outlook for iOS](#)

From: Catron, Sue <scatron@tahlequah.gov>

Sent: Thursday, March 23, 2023 9:37:54 AM

To: Myers, Suzanne <smyers@tahlequah.gov>

Subject: Fw: Historic Preservation Board - At Large Member Replacement

Good morning.

I think Karen may be working on scheduling a meeting for the two of us to talk about appointments to committees and boards. In the meanwhile, this email has been received from Beth Herrington and Tammy Phillips about the replacement of a member to the Historic Preservation Board - of which Ms. Herrington is the chair.

I explained to them in my response that I would want your agreement with the appointment, since we are so close to the transition in our office. Any thoughts or concerns about the appointment of Darren Tobey? We can either put the appointment in the consent agenda for April, or can hold it to roll forward to council with the rest of your appointments in May.

Sue

From: Tammy Phillips <harlow4321@yahoo.com>

Sent: Wednesday, March 22, 2023 4:53 PM

To: Catron, Sue <scatron@tahlequah.gov>

Subject: Historic Preservation Board - At Large Member Replacement

(this email if from Tammy Phillips on behalf of Beth Herrington)



CONTRACT FOR MOWING SERVICES

This Contract is made between the City of Tahlequah ("City") and LawnStars Landscaping LLC ("Contractor") in relation to the City's desire to outsource mowing and/or lawn care service of various properties owned by the City during the 2023 and 2024 mowing season as described in Bid #2023-01.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, City hires Contractor to provide services under the terms and conditions hereby agreed upon by the parties:

1. The scope and terms of this Contract shall be in accordance with Specifications and Terms & Conditions of the City's bid packet for Bid # 2023-01 and/or as more fully set forth in this Contract.
2. Contractor agrees to mow, weed eat, blow off sidewalks, and pick-up trash at (all hereinafter referred to as "cut") the following City locations through November 1, 2024, depending on the weather and growth of grass and weeds:
 - Norris Park/Pavilion/Splash Pad/North Splash Pad
 - Sequoyah Park/Brookside
 - Felts Park
 - South Ridge
 - Ross Park/Ross to First Street & Basin Bridges
 - Dog Park
 - City Hall/Library/County
 - Armory
 - Bluff Ave
 - Skate Park
 - Kaufman Park
 - Senior Citizen
 - Wilson N. of Kaufman & May Ave
 - South & North Welcome Signs
 - College & South Street (pie section)
 - Mission Park

3. Contractor shall provide services on an as needed basis dependent upon growth of grass and weeds as assessed by Recreation Foreman during the above referenced term.
4. Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
5. Contractor shall submit a weekly invoice to the City for all services rendered during that period. Invoice will not be paid until verified and signed by the Recreation Superintendent and/or Recreation Foreman. (City check-runs are every 2nd and 4th Fridays of the month). The City will pay Contractor \$1890.00 per verified cut of *all* locations; when not all locations are cut at the same time, the City will pay Contractor per verified cut location in the amount referenced for said location in the attached Bid Form.
6. Contractor will confirm that a record of all work performed at each location is maintained and verified with Recreation Superintendent and/or Recreation Foreman weekly.
7. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state and local safety laws. Contractor shall assume all on-the-job responsibilities for the actions of its personnel. Contractor shall confirm that caution be exercised to prevent injury to the public and damage to public or private property.
8. This Contract is made upon the express condition that the City, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person, or destruction, damages, or theft of any property owned, operated, or otherwise utilized by Contractor, its agents, employees or third parties, from any cause or causes whatsoever, while in or upon said locations, or any part thereof during the term of this Contract or occasioned by any occupancy or use of said locations or activity carried on by Contractor and its employees in connection herewith. Contractor hereby covenants and agrees to indemnify, defend, save and hold harmless the City, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses, however occurring, or damages, demands, costs, and attorney's fees growing out the same. Furthermore, Contractor shall not attempt to hold the City responsible or make any claims for equipment damaged by rocks or other debris at any location. Contractor shall be responsible to ensure that the locations are free from such debris prior to performing any work.
9. The City may terminate this Contract at any time for non-performance, default or negligence by Contractor. The determination of non-performance, default or negligence will be made solely by the City. Outstanding payments for services due to Contractor will only be paid upon such termination if they are **not related** to any services rendered or incidents by Contractor that are the subject of the City's finding of non-performance, default or negligence.

Examples of non-performance, default or negligence include, but are not limited to:

- a. Missing a scheduled cut date;
 - b. Failure to fully comply with all the provisions, terms, specifications and requirements of this Contract, the Invitation to Bid, and Contractor's Bid Submission Form.;
 - c. Work performed not to standard established within Specifications and Terms & Conditions of the City's bid packet;
 - d. Dishonesty, theft, criminal act(s) or other such action(s) by Contractor and/or employees or agents of Contractor; and
 - e. Failure to promptly correct inadequate levels of service after notification by the City.
10. The City reserves the right to terminate this Contract due to the unavailability of funding. All funds for payments by the City for services under this Contract are subject to the availability of general or specific annual appropriation for this purpose.
11. A Non-Assignment Provision is added to this Contract; all work will need to be completed by the Contractor.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, by their signatures or marks, hereby agree to be bound by the provisions herein.

"CITY"

By: _____
Sue Catron, Mayor

Attest: _____
Whitney Shaw, City Clerk
(Seal)

Approved as to form and legality this ____ day of _____, 2023

John Tyler Hammons, City Attorney

“CONTRACTOR”

Adam Potts, Owner of LawnStars Landscaping, LLC

RE: Rebar RFQ

John Kolmer <jkolmer@crimsonsteelsupply.com>

Wed 3/29/2023 3:26 PM

To: Tannehill, Taylor <tannehill@tahlequah.gov>

No problem sir, I've attached the revised pricing to account for the increased weight. Let me know if you have any further questions or if you'd like to release this job into production. Thanks!

1720pcs #4 20' Stock Bar - \$15,396.06 + \$145 freight charge = \$15,541.06 tax exempt.

2600pcs #4 7'-08" Cut Bar - \$11,171.80 + \$145 freight charge = \$11,316.80 tax exempt.

****Please note only one freight charge needed if both orders are delivered at the same time.**

If you have any questions, please let me know. Thanks!

John Kolmer
Inside Sales
Crimson Steel Supply, LLC



Office: 918-686-6340
Direct: 918-398-8485
Email: jkolmer@crimsonsteelsupply.com

Tulsa/Corporate Office: 990 N. 129th. E. Ave. | Tulsa, OK | 74116
Oklahoma City: 13800 S. MacArthur Blvd. | Oklahoma City, OK | 73173
Muskogee: 419 S. Cherokee St. | Muskogee, OK | 74403

www.crimsonsteelsupply.com

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From: Tannehill, Taylor <tannehill@tahlequah.gov>
Sent: Wednesday, March 29, 2023 3:04 PM
To: John Kolmer <jkolmer@crimsonsteelsupply.com>
Subject: Re: Rebar RFQ

John,

I just want to confirm that the pieces can be cut at 7' 9" rather than the 7' 8" I had originally asked for.

Taylor Tannehill
City of Tahlequah
Planning and Development Director
(918) 931-9810

tannehill@tahlequah.gov



TAHLEQUAH LUMBER COMPANY
1701 PARKHILL ROAD
TAHLEQUAH, OK. 74464

PAGE NO 1

PHONE: (918) 456-2506

CUST NO: *5 JOB NO: 000 PURCHASE ORDER: REFERENCE: CITY OF TAHLEQUAH TERMS: CASH/CHECK/BANKCARD CLERK: DYLAN DATE / TIME: 3/29/23 2:38

TERMINAL: 576

SOLD TO:
**** CASH ****

SHIP TO:
TAYLOR TANNEHILL
TTANNEHILL@TAHLEQUAH.GOV

EXP. DATE: 4/28/23

SALESPERSON: DY DYLAN SLOATE
TAX: 001 STATE COUNTY & CITY

918-931-9810

ESTIMATE: 124580/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1720	EA	RB04	#4 1/2" X 20' REBAR		1720	7.99 /EA	13,742.80
2		2600	EA	MISC	#4 1/2" X 7'9" REBAR		2600	5.99 /EA	15,574.00
3		6	BG	242311	500CT 21/4" PLASTIC CHAIR REBAR		6	52.99 /BG	317.94
4		3	BG	242302	5000CT 6" RL BAR TIES		3	79.99 /BG	239.97
REPRINT									

TAXABLE 29874.71
NON-TAXABLE 0.00
SUBTOTAL 29874.71

TAX AMOUNT 2838.10

TOTAL 32712.81

TOT WT: 23120.89

X _____
Received By

Search



Tahlequah Lowe's

Open until 9 PM

Delivery to
74464

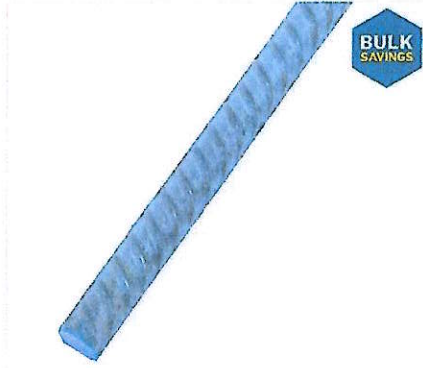
Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Building Supplies / Concrete, Cement & Masonry / Rebar & Remesh / Rebar

0.5-in x 20-ft Black Steel #4 Rebar

Item #12140 Model #158304

★★★★★ 22

**BULK SAVINGS****\$14.48**~~\$19.28~~

Save \$4.80

**Bulk Savings**

\$13.03 / Bundle (10% off) when you buy 60+

Grade 40 steel rebar

Made of unfinished steel and is susceptible to rusting; surface rust will not affect the performance of rebar

Deformed rebar refers to the pattern of ridges rolled onto the rebar which helps concrete grip the bar

Pickup & Delivery Options**FREE Pickup**Ready today
At Tahlequah Lowe's
Curbside Available**Delivery 74464**Thu, Mar 30: From \$79
Scheduled Delivery is available for
Orders over \$50[Check Other Stores](#)[More Delivery Options](#)671 Available
Also FRONT | Bay NA

1

+

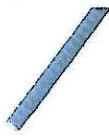
Add to Cart

**Easy & Free Returns**Return your new, unused item in-store or ship it back to us free of charge. [Learn More](#)**Here are some similar items ...**0.375-in x 10-ft Black Steel
#3 Rebar

★★★★★ 12

\$6.38~~\$6.69~~ SAVE 7%

+ Add to Cart

0.5-in x 1-ft Black Steel #4
Rebar

★★★★★ 63

\$3.38

+ Add to Cart

0.375-in x 20-ft Black Steel
#3 Rebar

★★★★★ 11

\$8.48~~\$9.13~~ SAVE 7%

+ Add to Cart

0.5-in x 20-ft Gray Steel #4
Rebar

★★★★★ 22

\$14.48~~\$19.28~~ SAVE 24%

+ Add to Cart

0.38-in x 10-ft Black Steel
#3 Rebar

★★★★★ 79

\$6.38~~\$6.69~~ SAVE 7%

+ Add to Cart

0.5-in x 10-ft
#4 Rebar

★★★★★

\$7.98

+ Add to C.

BETTER TOGETHER

CURRENT ITEM



Selected



Selected



Selected

+

+

+



AGENDA ITEM REQUEST

DATE OF REQUEST: 03-21-2023

SUBMITTED BY: Brian Speake

CONTACT PHONE NO.:

MEETING DATE FOR ITEM: 04-03-2023

SPECIFIC PURPOSE: To approve the Shriner's Glow Golf event on April 22, 2023, including green fees and cart fees, at cost of \$5.

WORDING TO BE USED ON AGENDA: (Wording must include an action such as "approve, approve with modification, or deny" and may be altered by this office if necessary)

To approve, approve with modification, or deny the Shriner's Glow Golf event on April 22, 2023, including green fees and cart fees, at cost of \$5.

Signature of person making request: Brian Speake (electronic request)

Signature of person sponsoring request (if not Dept. Head):

RESOLUTION NO. 04-03-2023

**A RESOLUTION SETTING THE SALARY, PAYMENTS, AND/OR COMPENSATION
FOR THE JUDGE OF THE CITY OF TAHLEQUAH.**

WHEREAS, the City of Tahlequah has provided and continues to provide and operate a municipal criminal court pursuant to Sections 6-101, et seq. Of the City of Tahlequah Code of Ordinances; and

WHEREAS, the municipal criminal court of the City of Tahlequah is presided over by a Judge; and

WHEREAS, the Tahlequah City Council is able from time to time set the salary, payments, and/or compensation of said Judge by motion or resolution pursuant to Section 6-108 of the City of Tahlequah Code of Ordinances; and

WHEREAS, approval of this Resolution is in the best interest of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Tahlequah, Oklahoma, That upon appointment, confirmation and qualification the Judge shall be compensated monthly within fifteen (15) days of receipt of an invoice as follows:

- \$250 per daily Trial Docket,
- \$150 per hour for Night Court,
- \$100 per hour for arraignments and any other duties necessary as Judge of the Tahlequah Municipal Court and
- Hourly rates shall be billed in 1/10 of an hour increments.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA,
THIS 3rd DAY OF APRIL, 2023.**

Sue Catron, Mayor
(SEAL)

ATTEST:

City Clerk

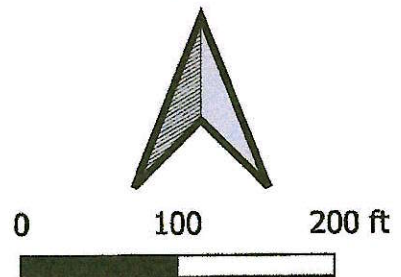
Approved as to form and legality this 3rd day of April, 2023.

John Tyler Hammons, City Attorney



 Subject Property

Vicinity Map
202 E. 5th Street



§ 15-703. Parking Time Limits May Be Established, Signs. [Prior Code Ch. 20]

The City council, by motion or resolution, may establish parking time limits or prohibit parking on designated streets or parts of streets and have appropriate signs placed on the streets. When the signs are in place, it is unlawful for any person to park a vehicle in violation of the sign. No such time limits shall be effective unless a sign is erected and in place at the time of the alleged violation.

§ 15-706. Signs or Markings Indicating Angle Parking. [1982 Code]

The City council, by motion or resolution, may determine upon what streets and parts of streets angle parking shall be permitted, and shall have such streets marked or signed.

Between 1952 and 1958 the City Park Addition was annexed into the city of Tahlequah. During this time, 5th street was the edge of the town and was attached to Muskogee Avenue, prior to it being moved to HWY 62 as shown in the 1976 street map. This was when 5th street was established. Between 1976 and 1983 5th, 6th, and 7th streets were established and 5th st. was a main thoroughfare to Crafton Street as 4th street did not exist all the way through town as shown in the 1976 map. As shown in the 1983 street map, the area between 4th street and 5th street was improved after the street area between 5th street and 7th street had been established for around 20 years.

This shows a historical use for 5th street and its use for the past 70 years. The aerial photos from 2003 and 2008 show that the usage of the area in question has been established as part of the parking area for over 20 years. In addition, the utilities are currently located in the established right of way from the current edge of 5th street, as shown marked in the current images provided.

Since this is an established parking lot area, we are asking that customers be allowed to park angled (preferred) or parallel at the edge of the established parking lot area and back into the historically established easement. The primary use for these parking spots will be short term parking for parents wishing to walk their children into the facility as part of the licensing requirements for DHS and Cherokee Nation.

In review of the traffic flow along 5th street the following traffic count was found.

High traffic times

10 minute intervals

8:00am - 8:10am - 14 cars

8:20am - 8:30am - 9 cards (5 stopped at Two Rivers Academy)

Low traffic times

11:20am - 11:30am - 6 cars

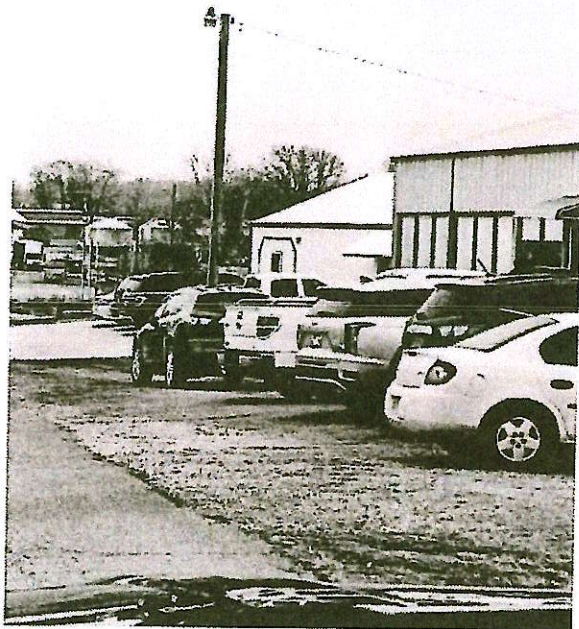
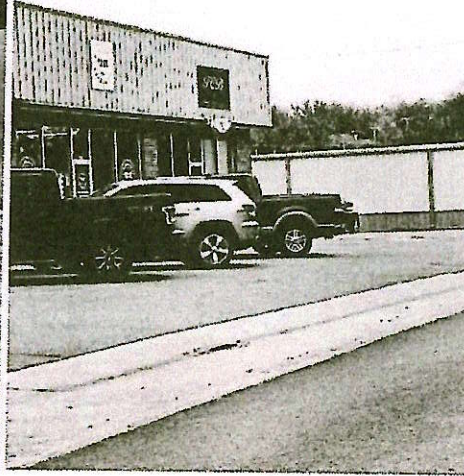
12:00pm - 12:10pm - 5 cars

Secondary to this request, we do ask that (per 11 OK Stat § 11-41-115 (2016)) the committee review and correct the City Park Addition plat to account for the actual, and historically established 5th street location in association to the property lines along the southern side of the street. This will align historic use and current physical location of the right-of-way and utilities located in the right-of-way easement. In doing so, this will correct the discrepancy affecting multiple homes and businesses along 5th street.

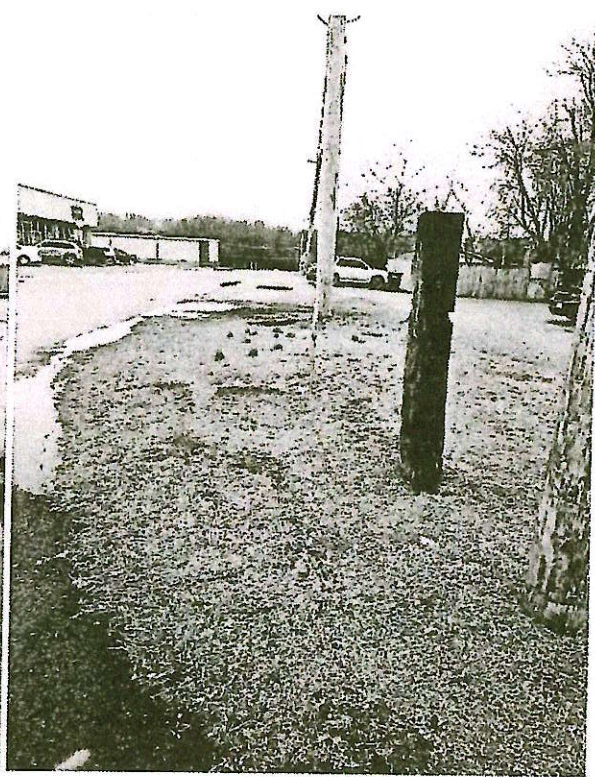
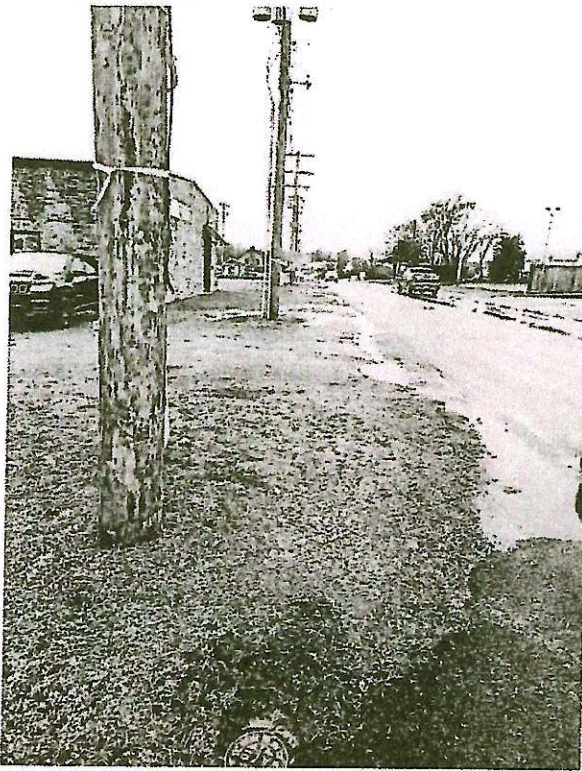
Summary:

- 5th street was established around 1958 and was a main road off of Muskogee Ave. at that time.
- 202 E 5th street's parking lot area was established around 1985 and remains relatively unchanged from its historic use.
- 2003 and 2008 satellite images confirm use and utility locations as well as right-of-way
- Based on established location of utilities, historic maps, and satellite imagery, the plat map is incorrect.

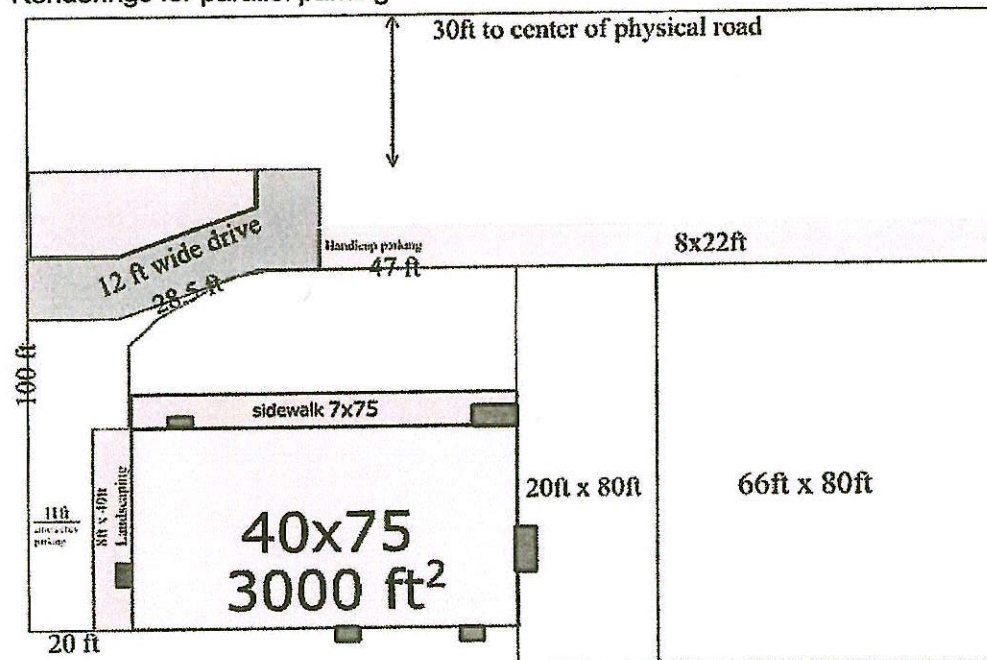
Examples of local businesses backing into street/right-of-way



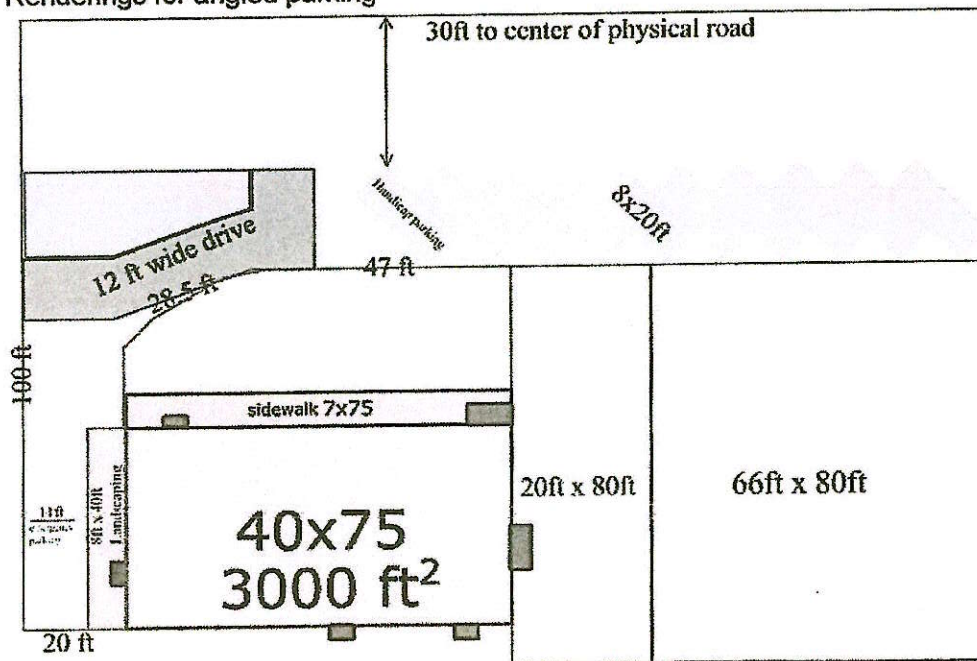
Marked Utilities



Renderings for parallel parking



Renderings for angled parking



Awarded Contract
Contract # 091219-NWY

Scranton Manufacturing Co., Inc.

DATE: 3/13/2023

809 Locust St. Scranton, IA 51462
800-831-1858

TO: **City of Tahlequah**
1851 N. Douglas
Tahlequah, OK 74464

City of Tahlequah
Sourcewell ID#33119

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tanner Rupiper & Chase Day		Payment Due Upon Delivery	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	New Way Cobra Magnum - 25yd Rear loader	\$111,586.00	\$111,586.00
1	Freightliner M2 Chassis	\$109,117.00	\$109,117.00
1	Freight	\$1,800.00	\$1,800.00
SUBTOTAL			\$222,503.00
SALES TAX			
TOTAL			\$222,503.00



A Product of **Scranton Mfg. Co. Inc.** - 101 State Street - Scranton, IA 51462
T 800 831 1858 - F 712 652 3399 - www.newwaytrucks.com

Client: J & R Equipment LLC
Contact: Rodney Wornack
Address: 8800 SW 8th Street
Oklahoma City, OK, 73128, USA
Phone/Fax: 405-495-5110 / 405-495-5112
Distributor: J & R Equipment Co.

User: J & R Stock - 2R-III (18932)
Contact: _____
Address: _____
Phone/Fax: /
Price List: 2022-B

Shipping address if different from above: **J&R Equipment in Oklahoma City, OK.**

Chassis delivery : Mexico: 919 Urtuzuastegui Street, San Luis, AZ 85349

DESCRIPTION			Price
Model:	LEACH 2R-III HEAVY DUTY COMMERCIAL FACTORY MOI Capacity: 25 c.y. - 2R3-25-COM		81 040\$
Chassis MFR:			See below
Engine:	Model: To be confirmed	Axle: 6 x 4	
Transmission:	Cab:	Aux. Axle: No	
Driving config at del.:	LH drive only	Cooler on transmission: Info n/a at this moment	
Chassis dealer:	To be confirmed	S/N:	
Contact email:	To be confirmed	WD #:	
Other:		Availability:	
Cab color:	Factory supplied	Initials: _____	
Body color:	one color included		
Chassis color:	Factory black	Paint scheme:	Match Cab:
Cart type:		Cart make:	Capacity:
Position:	LEFT & RIGHT	Size:	
Additional Manuals:	0		

Cans & Tippers options:

BCDS0760	Dual LEACH Cart Tippers Installation - Includes Load Sill Prep- Hydraulics and LEACH Cart Tippers Load edge/tippers height may need to be adjusted after the body is mounted - (Specify tipper model)	10 710\$
BCLO0715	Reeving Cylinder (Body Colored) - Push Bar - Latch & Ears - 12-000 lbs Capacity (N/A on CNG roof mount)	12 790\$

Hydraulic options:

CCPM0700	Married Pump (P50). N/A with Factory Mounting on Mack Granite and Peterbilt A520 with RDS 3000 transmission and others not specified yet chassis. Conditional to engineering approval.	500\$
----------	--	-------

Electrical options:

EEEB0710	Pump Shut-Off Switches- Both Sides Of Tailgate	420\$
----------	--	-------

Lighting options:

LSLO0700	Lights: Multi-Function Strobe Lights: - LED - Upper & Lower Tailgate Light Panels	800\$
LWLK0725	Work Lights: Hopper - Flush mount - LED - Qty 2	600\$

Camera options:

CCCC0728	Dual Zone Defense cameras (no shutter): (Only model available with DVR monitor). Monitor must be selected separately. Heater. No Shutter	2 460\$
2R3-0016	Mirror R-H side (16)	0\$
2R3-0029	Tailgate center right (29)	0\$
CCCM0722	Zone Defense 9" color LCD monitor: Split screen. Touch screen	120\$

Body options:

BCOT0705	Broom & Shovel Holders - Both Sides Tailgate - Broom and Plastic Shovel Included	320\$
BFEX0710	Fire Extinguisher- 20 lbs (standard position: body streetside unless specified otherwise by regulation)	370\$

Paint options:

PCBP0710	Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color	0\$
----------	--	-----

Non standard options:

2021-7876	Hydraulic, Automatic pump shut-off over 40 km/h - 25 mph - RL (May require a lower PTO ratio resulting in higher engine speed-up and/or longer packing cycle)	470\$
2017-7011	Camera- Programming- Camera mirror RH side (16) activated by RH side turn signal only	110\$



Date: 06/06/2022

SW 197 Current list contract Pricing \$107,387.00
Freight and Surcharge \$11,989.00
Allied Costs Kenworth Chassis \$148,400.00
Allied Cost Bayne Tippers \$7500.00
Total \$275,276.00

Total (body):	110 710,00\$
Total (chassis):	
Material surcharge	4 600,00\$
FOB Oklahoma City	7 389,00\$
Number of units:	1

Labrie rep./olivier longuepee

Terms

Body: Net 30 days

Chassis (if applicable): Net on delivery for release of MSO

It is the quoting distributor's responsibility to verify the accuracy of this quote versus the specification for the body and chassis. Labrie Environmental Group will not be responsible for any price differential between this quotation and what is required by the provided specifications, interest fees on past due account of 1.5% per month (18% annual). Price list subject to change at all times due to the steel price index.

(This pricing is valid for 60 days.)

Weight Distribution

Quotes and pricing are subject to changes pending on WD analysis which can alter specs. Upon receipt of PO and chassis specs WD will be conducted and confirmation of acceptance will be issued.

Delivery

To be confirmed

Taxes

Not included

The impacts of Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on Labrie's performance of obligations. In the event of any delays and adverse impacts, Labrie reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.

KW - on ground

Prepared for:
CHRIS
ARMSTRONG
TAHLEQUAH CITY OF
111 S
CHEROKEE
TAHLEQUAH, OK 74107
Phone: 918-831-1957

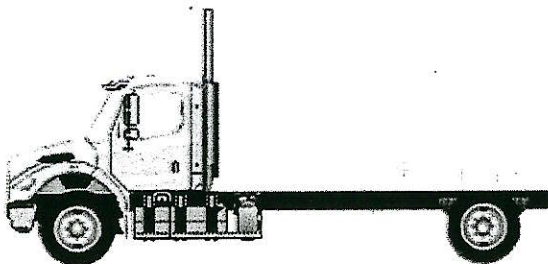
Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

A proposal for
TAHLEQUAH CITY OF

Prepared by
PREMIER TRUCK GROUP OF TULSA
Mike Sartin

Mar 02, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.906
Data Version PRL-27M.031
TAHLEQUAH 20 YARDER



03/02/2023 10:51 AM

Page 1 of 17

Prepared for:
CHRIS
ARMSTRONG
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TAHLEQUAH, OK 74107
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Phone: 918-445-5300 ext 4061

SPECIFICATION PROPOSAL

Description	
Price Level	
M2 PRL-27M (EFF:MY24 ORDERS)	
Data Version	
SPECPRO21 DATA RELEASE VER 031	
Bright Work Packages	
PROFESSIONAL IMAGE PACKAGE	
Vehicle Configuration	
M2 106 PLUS CONVENTIONAL CHASSIS	
2024 MODEL YEAR SPECIFIED	
SET BACK AXLE - TRUCK	
STRAIGHT TRUCK PROVISION, NON-TOWING	
LH PRIMARY STEERING LOCATION	
General Service	
TRUCK CONFIGURATION	
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)	
REFUSE SERVICE	
SANITATION BUSINESS SEGMENT	
DRY BULK COMMODITY	
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS	
MAXIMUM 8% EXPECTED GRADE	
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	
MEDIUM TRUCK WARRANTY	
EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs	
EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs	



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Description	
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs	
Truck Service	REFUSE, SIDE LOAD OR REAR PACKER BODY - DOES NOT UNLOAD IN A LANDFILL
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in	
Engine	CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE
Electronic Parameters	75 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND ONE REMOTE PTO SPEED PTO SPEED 1 SETTING - 1400 RPM AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING PTO MINIMUM RPM - 825 PTO 1, C/F PTO, NO SWITCH, TEM SUPPLIED REQUEST, FEEDBACK AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE WHILE DRIVING
Engine Equipment	2010 EPA/CARB/GHG21 CONFIGURATION NO 2008 CARB EMISSION CERTIFICATION STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE

Prepared for:
CHRIS
ARMSTRONG
TAHLEQUAH CITY OF
111 S
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Description

(2) DTNA GENUINE, FLOODED STARTING, MIN
2000CCA, 370RC, THREADED STUD BATTERIES
BATTERY BOX FRAME MOUNTED
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE UNDER CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
POSITIVE LOAD DISCONNECT WITH CAB
MOUNTED CONTROL SWITCH MOUNTED
OUTBOARD DRIVER SEAT
POSITIVE AND NEGATIVE POSTS FOR
JUMPSTART CHASSIS MOUNTED LH BACK OF
CAB
PROGRESSIVE LOW VOLTAGE DISCONNECT AT
12.3 VOLTS FOR DESIGNATED CIRCUITS
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
STANDARD MECHANICAL AIR COMPRESSOR
GOVERNOR
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND VIRTUAL REGENERATION REQUEST
SWITCH IN CLUSTER
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
STANDARD CURVE BRIGHT UPPER STACK(S)
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
13 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
POLISHED ALUMINUM DIAMOND PLATE DIESEL
EXHAUST FLUID TANK COVER



Prepared for:
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111 S
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5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

Description

LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
STANDARD DIESEL EXHAUST FLUID TANK CAP
ALUMINUM AFTERTREATMENT
DEVICE/MUFFLER/TAILOPIPE SHIELD(S)
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
900 SQUARE INCH ALUMINUM RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK
HEATER
CHROME ENGINE HEATER RECEPTACLE
MOUNTED UNDER LH DOOR
ALUMINUM FLYWHEEL HOUSING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 142 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODEL RDS
ALLISON VOCATIONAL RATING FOR REFUSE
APPLICATIONS AVAILABLE WITH ALL PRODUCT
FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY



Prepared for:
CHRIS
ARMSTRONG
TAHLEQUAH CITY OF
111 S
CHEROKEE
TAHLEQUAH, OK 74107
Phone: 918-831-1957

Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

Description

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE
PRESELECT RECOMMENDED BY DTNA AND
ALLISON, THIS DEFINED BY ENGINE AND
VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES

QUICKFIT BODY LIGHTING CONNECTOR AT
END OF FRAME, WITH BLUNTCUTS

ELECTRONIC TRANSMISSION WIRING TO
CUSTOMER INTERFACE CONNECTOR

CUSTOMER INSTALLED CHELSEA 870 SERIES
PTO

PTO MOUNTING, LH SIDE OF MAIN
TRANSMISSION ALLISON

MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK

TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK

Prepared for:
CHRIS
ARMSTRONG
TAHLEQUAH CITY OF
111 S
CHEROKEE
TAHLEQUAH, OK 74107
Phone: 918-831-1957

Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

Description

SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 15X4 Q+ CAM FRONT BRAKES
NON-ASBESTOS FRONT BRAKE LINING
CAST IRON OUTBOARD FRONT BRAKE DRUMS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
TRW THP-60 POWER STEERING
POWER STEERING PUMP
2 QUART SEE THROUGH POWER STEERING
RESERVOIR
CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

12,000# DUAL TAPERLEAF FRONT SUSPENSION
MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-23-160 23,000# R-SERIES SINGLE REAR
AXLE
5.38 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH STANDARD
AXLE HOUSING
RPL10 MERITOR SERVICE-FREE MAIN
DRIVELINE WITH HALF ROUND (16T) YOKES
DRIVER CONTROLLED TRACTION
DIFFERENTIAL - SINGLE REAR AXLE
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK
REAR VALVE FOR SINGLE DRIVE AXLE
INDICATOR LIGHT FOR EACH DIFFERENTIAL
LOCKOUT SWITCH, ENGAGE <5 MPH,
DISENGAGE >25 MPH



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Description

MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR OIL SEALS
WABCO TRISTOP D LONGSTROKE 1-DRIVE
AXLE SPRING PARKING CHAMBERS
MERITOR AUTOMATIC REAR SLACK
ADJUSTERS
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR
AXLE LUBE

Rear Suspension

REYCO 102CC 31,000# REAR SUSPENSION
SPRING SUSPENSION - NO AXLE SPACERS
STANDARD AXLE SEATS IN AXLE CLAMP
GROUP
FORE/AFT CONTROL RODS

Brake System

AIR BRAKE PACKAGE
WABCO 4S/4M ABS WITH TRACTION CONTROL
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
STANDARD AIR SYSTEM PRESSURE
PROTECTION SYSTEM
STD U.S. FRONT BRAKE VALVE
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER
AIR DRYER FRAME MOUNTED
STEEL AIR BRAKE RESERVOIRS
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS
QUICK DISCONNECT FITTING WITH TIRE
INFLATION KIT

Prepared for:
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Description

Wheelbase & Frame

5475MM (216 INCH) WHEELBASE
11/32X3-1/2X10-3/16 INCH STEEL FRAME
(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
150.0 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 147.0 in
CALC'D FRAME LENGTH - OVERALL : 317.52 in
CALCULATED FRAME SPACE LH SIDE : 84.37 in
CALCULATED FRAME SPACE RH SIDE : 97.45 in
SQUARE END OF FRAME
FRONT CLOSING CROSSMEMBER
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CROSSMEMBER BACK OF
TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL
BUMPER WITH COLLAPSIBLE ENDS
BUMPER MOUNTING FOR SINGLE LICENSE
PLATE
FENDER AND FRONT OF HOOD MOUNTED
FRONT MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME
FASTENERS

Fuel Tanks

80 GALLON/302 LITER RECTANGULAR
ALUMINUM FUEL TANK - LH
RECTANGULAR FUEL TANK(S)
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH
PAINTED BANDS
FUEL TANK(S) FORWARD
POLISHED STAINLESS STEEL STEP FINISH
FUEL TANK CAP(S)



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	Description
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	CONTINENTAL HSC3 11R22.5 16 PLY RADIAL FRONT TIRES CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES
Hubs	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS POLISHED FRONT WHEELS; OUTSIDE ONLY POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS
Cab Exterior	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT HOOD MOUNTED CHROMED PLASTIC GRILLE CHROME HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD DUAL 14 INCH ROUND POLISHED AIR HORNS SINGLE ELECTRIC HORN DUAL HORN SHIELDS REAR LICENSE PLATE MOUNT END OF FRAME

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Description

INTEGRAL HEADLIGHT/MARKER ASSEMBLY
WITH CHROME BEZEL
LED AERODYNAMIC MARKER LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST BRIGHT FINISH HEATED
MIRRORS WITH LH AND RH REMOTE
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
LH AND RH 8 INCH BRIGHT FINISH CONVEX
MIRRORS MOUNTED UNDER PRIMARY
MIRRORS
STANDARD SIDE/REAR REFLECTORS
RH AFTERTREATMENT SYSTEM CAB ACCESS
WITH POLISHED DIAMOND PLATE COVER
COMPOSITE EXTERIOR SUN VISOR
63X14 INCH TINTED REAR WINDOW
TINTED DOOR GLASS LH AND RH WITH TINTED
NON-OPERATING WING WINDOWS
RH AND LH ELECTRIC POWERED WINDOWS
1-PIECE SOLAR GREEN GLASS WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITHOUT FLUID LEVEL INDICATOR, FRAME
MOUNTED

Cab Interior

RUGGED TRIM PACKAGE
GRAY & CARBON VINYL INTERIOR "RUGGED"
CARBON WITH PREMIUM GUNMETAL ACCENT
(RUGGED)
MOLDED PLASTIC DOOR PANEL
MOLDED PLASTIC DOOR PANEL
BLACK MATS WITH SINGLE INSULATION
(1) DASH MOUNTED 12V POWER OUTLET
(1) DASH MOUNTED DUAL 2.1 AMP USB-C
CHARGER
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS
INTEGRATED INTO MOLDED DOOR PANELS
DIGITAL ALARM CLOCK IN DRIVER DISPLAY
(2) CUP HOLDERS LH AND RH DASH



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Description

M2/SD DASH
HEATER, DEFROSTER AND AIR CONDITIONER
STANDARD HVAC DUCTING
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
BINARY CONTROL, R-134A
STANDARD INSULATION
SOLID-STATE CIRCUIT PROTECTION AND
FUSES
12V NEGATIVE GROUND ELECTRICAL SYSTEM
STANDARD LED CAB LIGHTING
REMOTE KEYLESS ENTRY AND 2
TRANSMITTERS
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME
KEY QUANTITY OF 4
LH AND RH ELECTRIC DOOR LOCKS
BASIC ISRINGHAUSEN HIGH BACK AIR
SUSPENSION DRIVERS SEAT WITH
MECHANICAL LUMBAR AND INTEGRATED
CUSHION EXTENSION
2 MAN TOOL BOX MID BACK NON SUSPENSION
PASSENGER SEAT WITH 3 X 4.75 INCH
CUTOUTIN TOOL BOX BACK PANEL FOR
HARNESS, SEATS INC.
DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS
LH AND RH INTEGRAL DOOR PANEL ARMRESTS
VINYL WITH VINYL INSERT DRIVER SEAT
VINYL WITH VINYL INSERT PASSENGER SEAT
BLACK SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH CHROME SWITCH
BEZELS
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

Application Version 11.7.906
Data Version PRL-27M.031
TAHLEQUAH 20 YARDER



03/02/2023 10:51 AM

Page 12 of 17

Prepared for:
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Description

DIGITAL PANEL LAMP DIMMER SWITCH IN
DRIVER DISPLAY
NO INSTRUMENT PANEL-DRIVER
INTEGRATED UPPER & LOWER STORAGE
PANELS
ENGINE REMOTE INTERFACE WITHOUT
INTERLOCKS
BRIGHT ARGENT FINISH GAUGE BEZELS
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
DUAL NEEDLE PRIMARY AND SECONDARY AIR
PRESSURE GAUGE
DASH MOUNTED AIR RESTRICTION INDICATOR
WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
PREMIUM INSTRUMENT CLUSTER WITH 5.0
INCH TFT COLOR DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE FOR REMOTE
THROTTLE
QUICKFIT POWERTRAIN INTERFACE
CONNECTOR UNDER CAB WITH BLUNTCUTS
QUICKFIT PROGRAMMABLE INTERFACE
CONNECTOR(S) UNDER CAB WITH BLUNTCUTS
ENGINE REMOTE INTERFACE CONNECTOR AT
POWERTRAIN INTERFACE CONNECTOR
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
DIGITAL TRANSMISSION OIL TEMPERATURE IN
DRIVER DISPLAY
ELECTRONIC OUTSIDE TEMPERATURE
SENSOR DISPLAY IN DRIVER MESSAGE
CENTER
ENGINE AND TRIP HOUR METERS INTEGRAL
WITHIN DRIVER DISPLAY
PTO CONTROLS FOR ENHANCED VEHICLE
ELECTRIC/ELECTRONIC ARCHITECTURE



Prepared for:
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Description

ELECTRIC ENGINE OIL PRESSURE GAUGE
NO OVERHEAD INSTRUMENT PANEL
QUICKFIT PROGRAMMABLE INTERFACE
MODULE + (4) 20 AMP FUSED RELAYS
RAM MOUNT OVERHEAD CONSOLE WITH
POWER AND GROUND
AM/FM/WB WORLD TUNER RADIO WITH
BLUETOOTH, USB AND AUXILIARY INPUTS,
J1939
DASH MOUNTED RADIO
(2) RADIO SPEAKERS IN CAB
POWER AND GROUND WIRING PROVISION
OVERHEAD
ROOF/OVERHEAD CONSOLE CB RADIO
PROVISION
MULTI-BAND AM/FM/WB/CB LH MIRROR
MOUNTED ANTENNA SYSTEM
STANDARD RADIO WIRING WITH STEERING
WHEEL CONTROLS
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE
TMC RP1226 ACCESSORY CONNECTOR
LOCATED BEHIND PASSENGER SIDE
REMOVEABLE DASH PANEL
IGNITION SWITCH CONTROLLED ENGINE STOP
PRE-TRIP INSPECTION FEATURE FOR
EXTERIOR LAMPS ONLY
(1) OVERHEAD MOUNTED LANYARD CONTROL
FOR DRIVER AIR HORN
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY
ROTARY HEADLAMP SWITCH, MARKER
LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT
FOR OPTIONAL FOG/ROAD LAMPS
ONE VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR



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QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT
@ 1200 RPM, REFUSE
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
REYCO 102CC 31,000# REAR SUSPENSION
DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE

12,000# DUAL TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
5475MM (216 INCH) WHEELBASE
11/32X3-1/2X10-3/16 INCH STEEL FRAME
(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE INCLUDES 20 YARD REAR LOADER WITH (3) ATTACHMENTS	TOTAL # OF UNITS (1)	\$ 201,364	\$ 201,364
EXTENDED WARRANTY		\$ 12,040	\$ 12,040
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 213,404	\$ 213,404

TAXES AND FEES			
TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	0	\$ 0

TRADE-IN			
TRADE-IN ALLOWANCE	\$	(0)	\$ (0)

BALANCE DUE	(LOCAL CURRENCY)	\$ 213,404	\$ 213,404
--------------------	-------------------------	-------------------	-------------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or
contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to
fit your business needs. For more information about our products and services, visit
our website at www.daimler-truckfinancial.com.

Application Version 11.7.906
Data Version PRL-27M.031
TAHLEQUAH 20 YARDER



03/02/2023 10:51 AM

Page 16 of 17

Fw: Here's your Quote from T-Mobile! Proposal prepared for Tahlequah Police Department Tahlequah

King, Nate <nking@tahlequah.gov>

Tue 3/28/2023 8:32 AM

To: Chapman, Alan <achapman@tahlequah.gov>; Catron, Sue <scatron@tahlequah.gov>

📎 1 attachments (602 KB)

2023_3_21_Tahlequah-Police-Department-Tahlequah-Chief-Nate-King-918-456-8801.pdf;

Good morning,

Attached is the quote from tmobile. We have field tested two phones which performed flawlessly. The anticipated quote adds 15 ipads and still cuts our monthly bill by about 40%. The added ipads will be used by patrol to connect to the 911 mapping. With a little luck we can utilize the Spillman touch application and may be able to eliminate laptops in the patrol vehicles. 7

I would like to move forward with Tmobile.

Nate

From: Sanchez, Gustavo <Gustavo.Sanchez92@T-Mobile.com>

Sent: Wednesday, March 22, 2023 10:13 AM

To: King, Nate <nking@tahlequah.gov>

Subject: RE: Here's your Quote from T-Mobile! Proposal prepared for Tahlequah Police Department Tahlequah

Here you go Chief-

Let me know what other info you need from us.

For now I'm keeping everyone off, until we have clear alignment from you on next steps.

Any questions, call me directly to expedite any questions 405-505-3313 direct Thank you Sir.

Gus Sanchez

Sr. Government Account Executive

T-Mobile for Government

Higher Education / K-12 / Homeless Student Programs

Government Accounts / First Responders / IoT / AI

405-505-3313 direct

@YourService

[LinkedIn](#)



PROPOSAL FOR
TALAQUEH POLICE DEPARTMENT / 100 S Phoenix Ave, Tahlequah, OK 74464, United States.



BAN#	NODE#	GOVERNMENT PLANS	EXPIRATION DATE
TBD	TBD	3/21/2023	3/27/2023

CONNECTIVITY SERVICE						
Quantity	Rate Plan	Features	Government Monthly Rate	State Discount Rate	Activation Fees	Recurring Monthly Costs
17	Connected Heroes SELECT+iPhone SE3	Unlimited Talk, Text and LTE/5G Mobile Data 21GB Hotspot)	\$ 25.00	\$ 21.00	\$ -	\$ 357.00
10	Connected Heroes Unlimited Hotspot+5G Hotspot /Mobile Router Plan	Unlimited LTE/5G Mobile Hotspot Access	\$ 40.00	\$ 33.60	\$ -	\$ 336.00
10	Government Unlimited for Tablet (iPad)	UNLIMITED GB Mobile Data + iPad 9th Gen 64GB	\$ 23.50	\$ 19.74	\$ -	\$ 197.40
37					Monthly Service	\$ 890.40
					Average Cost/ Line	\$24.06
					Annual Service Cost	\$10,684.80

EQUIPMENT SELECTION						
Device Quantity	Model		Cost per Unit	Extended Cost	Equipment Discount	Equipment Total
17	iPad 9th Generation (LTE)	10.2-inch Retina display, powerful A13 Bionic chip, an Ultra Wide front camera with Center Stage, and works with Apple Pencil and the Smart Keyboard (sold separately). All for an incredible value.	\$ 459.99	\$ 7,819.83	\$ 7,819.83	
10	iPhone SE 3rd Gen	The iPhone SE 3rd Gen is a compact smartphone with a 4.7-inch Retina HD display, A13 Bionic chip, 12MP camera, and supports 5G connectivity.	\$ 429.99	\$ 4,299.90	\$ 4,299.90	\$ -
10	T-Mobile 5G Hotspot	5G Hotspot brings the speed of a 5G connection to all yo	\$ 198.00	\$ 1,980.00	\$ 1,980.00	\$ -
37					Equipment Total	\$ 14,099.73
					Equipment Discount	\$ 14,099.73
					Net Cost After Incentive Discounts	\$ -

SUMMARY OF CHARGES				
Item	Item Count	Commitment	Summary of Discounts	Sub Totals
Device Total	37		\$ 14,099.73	\$ -
		24-Month Commitment		
Service Total	37		\$ 169.60	\$ 890.40
Proposal for evaluation purpose only, proposal doesn't not constitute an agreement for service. Restrictions Apply, Contact Your Government Manager, Gus Sanchez for details at 405-505-3313 or Gustavo.Sanchez92@T-Mobile.com			Monthly Service Total (Surcharges & Fees excluded from quote)	\$ 890.40



FILE

PURCHASE ORDER
CITY OF TAHLEQUAH
111 S CHEROKEE
TAHLEQUAH OK 74464
PHONE: 918-456-0651 FAX: (918) 458-9589

THIS ORDER
NUMBER
MUST APPEAR # 83998
ON YOUR
INVOICE

Job #

ISSUED TO: 157971
AT&T MOBILITY II LLC (CITY HALL)
AT&T Mobility National Accounts LLC
PO BOX 9004
CAROL STREAM IL 60197-9004
US

SHIP TO: CITY OF TAHLEQUAH
111 S CHEROKEE

Department: LAW ENFORCEMENT

SHIPPING: FOB DESTINATION

CONTACT: EREIF

PURCHASE ORDER DATE: 01/20/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GLACCOUNT
498384	1.00	PD cell phone service	1,900.00	1,900.00	110-62-6320

PAID 01-25-23 287291281102X02032023 1955.18 [55.18]
50806
FEB 23 2023

TOTAL 1955.18
1,900.00

CLOSE



PURCHASING AGENT

01/20/2023

DATE

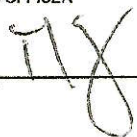


ENCUMBERING OFFICER

01/20/2023

DATE

RECEIVED BY



DATE

2-17-23

I hereby approve the issuance and encumbrance of this purchase order.

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Service activity

Wireless

Number	User	Page	Activity since last bill	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
539.234.9435	PD HOTSPOT	5	-	\$36.80	\$3.24	-	\$40.04
539.234.9441	MIFI 2 TAHLEQUAH POLICE DEPA...	25	-	\$36.80	\$3.24	-	\$40.04
918.207.2656	IPAD 9TH GEN 1	27	-	\$36.80	\$3.24	-	\$40.04
918.207.5665	SAMANTHA DAVIS	31	-	\$39.99	\$5.71	\$0.75	\$46.45
918.207.6457	IPAD 9TH GEN 2	45	-	\$36.80	\$3.24	-	\$40.04
918.207.6943	JOSH GIRDNER	49	-	\$39.99	\$5.71	\$0.75	\$46.45
918.207.8166	NEGEAR NIGHTHAWK	51	-	\$36.80	\$3.24	-	\$40.04
918.207.9110	RANDY TANNER	53	-	\$39.99	\$5.71	\$0.75	\$46.45
918.316.9076	DISPATCH PHONE	59	-	\$22.75	\$7.89	\$0.75	\$31.39
918.457.0981	NETGEAR NIGHTHAWK	61	-	\$36.80	\$3.24	-	\$40.04
918.457.9027	STEVE ARNALL	63	-	\$39.99	\$5.71	\$0.75	\$46.45
918.457.9122	DEXTER SCOTT	69	-	\$39.99	\$5.71	\$0.75	\$46.45
918.772.0180	HOTSPOT REPLACEMENT 3	83	-	\$36.80	\$3.24	-	\$40.04
918.772.0376	TAHLEQUAH POLICE DEPARTMENT	85	-	\$36.80	\$3.24	-	\$40.04
918.772.0552	UNITE MIFI	87	-	\$36.80	\$3.24	-	\$40.04
918.772.0586	HOTSPOT REPLACEMENT 1	89	\$0.00	\$36.80	\$3.24	-	\$40.04
918.772.0604	CODY WARREN	91	-	\$39.99	\$5.71	\$0.75	\$46.45
918.772.0644	HOTSPOT REPLACEMENT 1	97	\$0.00	\$36.80	\$3.24	-	\$40.04
918.772.0985	CHASE REED	101	-	\$39.99	\$5.71	\$0.75	\$46.45
918.822.0202	HOTSPOT REPLACEMENT 1	105	-	\$36.80	\$3.24	-	\$40.04
918.822.0279	NIGHTHAWK MIFI	109	-	\$36.80	\$3.24	-	\$40.04
918.822.0458	HOTSPOT REPLACEMENT 1	111	-	\$36.80	\$3.24	-	\$40.04
918.822.1383	HOTSPOT REPLACEMENT 1	113	-	\$36.80	\$3.24	-	\$40.04
918.822.1462	HOTSPOT REPLACEMENT 1	115	-	\$36.80	\$3.24	-	\$40.04
918.822.1695	HOTSPOT REPLACEMENT 2	117	-	\$36.80	\$3.24	-	\$40.04
918.822.1706	HOTSPOT REPLACEMENT 1	121	-	\$36.80	\$3.24	-	\$40.04
918.822.2306	HOTSPOT REPLACEMENT 1	123	-	\$36.80	\$3.24	-	\$40.04
918.822.2426	HOTSPOT REPLACEMENT 12	125	-	\$36.80	\$3.24	-	\$40.04
918.822.2512	MIFI MIFI	129	-	\$36.80	\$3.24	-	\$40.04
918.822.2544	HOTSPOT REPLACEMENT 11	131	-	\$36.80	\$3.24	-	\$40.04
918.822.2548	HOTSPOT USER	133	-	\$36.80	\$3.24	-	\$40.04
918.822.2935	HOTSPOT TREPLACEMENT 15	135	-	\$36.80	\$3.24	-	\$40.04
918.822.3047	HOTSPOT REPLACEMENT 17	137	-	\$36.80	\$3.24	-	\$40.04
918.822.3224	HOTSPOT REPLACEMENT 16	139	-	\$36.80	\$3.24	-	\$40.04
918.822.3478	HOTSPOT REPLACEMENT 13	143	-	\$36.80	\$3.24	-	\$40.04



Page: 3 of 209
 Issue Date: Jan 25, 2023
 Account Number: 287291281102
 Foundation Account: 58242999
 Invoice: 287291281102X02032023

Wireless continued

Number	User	Page	Activity since last bill	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
918.822.3636	HOTSPOT REPLACEMENT 14	145	-	\$36.80	\$3.24	-	\$40.04
918.822.3680	HOTSPOT USER	147	-	\$36.80	\$3.24	-	\$40.04
918.822.4897	HOTSPOT USER	149	-	\$36.80	\$3.24	-	\$40.04
918.822.5354	HOTSPOT USER	153	-	\$36.80	\$3.24	-	\$40.04
918.822.5605	STEVE YOUNG	155	-	\$39.99	\$5.71	\$0.75	\$46.45
918.822.5637	TODD CARNES	165	-	\$39.99	\$5.71	\$0.75	\$46.45
918.822.7794	ELDEN GRAVES	175	-	\$39.99	\$5.71	\$0.75	\$46.45
918.931.0533	WIFI REPLACEMENT	185	-	\$36.80	\$3.24	-	\$40.04
918.931.2672	JASON GIRDNER	187	-	\$39.99	\$5.71	\$0.75	\$46.45
918.931.5135	HOTSPOT USER	189	-	\$36.80	\$3.24	-	\$40.04
918.931.5163	HOTSPOT USER	191	-	\$36.80	\$3.24	-	\$40.04
918.931.7836	NATE KING	195	-	\$44.99	\$5.74	\$0.75	\$51.48
Total			\$0.00	\$1,758.83	\$186.60	\$9.75	\$1,955.18

Pooling detail

Data Pool: First Responder Network Pool

Allocation factor: 0.0000 | Total under: 0 | Total overage: 1,027

Number	User	Allowance (KB)	Used (KB)	Allocation Back (KB)	Adjustment Amount
918.316.9076	DISPATCH PHONE	0	1,027	0	\$0.00
Total for First Responder Network Pool		0	1,027	0	\$0.00

Wireless continues...

T-Mobile | City of Tahlequah

Batista, Kiara <Kiara.Batista@T-Mobile.com>

Thu 3/30/2023 11:32 AM

To: King, Nate <nking@tahlequah.gov>; Chapman, Alan <achapman@tahlequah.gov>

Cc: Sinnott, Amy <Amy.Sinnott1@T-Mobile.com>; Wooldridge, Barbara <Barbara.Wooldridge@T-Mobile.com>; Espinal, Catherine <Catherine.Espinal2@T-Mobile.com>; Long, Scott <Scott.Long33@T-Mobile.com>; Price, Donna <Donna.Price14@T-Mobile.com>

📎 3 attachments (203 KB)

Connecting Heroes Addendum_FINAL_TEMPLATE_09 02 2022.docx; Account Set Up Info.xlsx; Tahlequah Quote March 2023.pdf;

Good morning all,

Thank you so much again for connecting with our team to explore a partnership between **T-Mobile** and the **City of Tahlequah**. We are excited for the opportunity to work with you and provide connectivity across the city- including your fire & police department! Per our conversation we discussed

Current Wireless Overview:

- Voice, Tablets & hotspots with AT&T service
- Departments- Police/Fire/City
- Challenges with connectivity and data reliability
- Data allotment restrictions
- Defective/Older equipment, needing refresh

T-Mobile Proposal:

Phase 1: T-Mobile Tablet Plan- Unlimited Data

- **Account:** City of Tahlequah
- **Approver:** Alan Chapman
- **Quantity:** 17
- **Device :** iPad 9th Gen (Retail \$459.99 each)
- **Cost for Device:** ~~\$7,819.83~~ **Cost to Customer:** \$0.00
- **Rate plan:** T-Mobile Tablet Plan- Unlimited Data
- **Rate plan cost per line, per month:** \$19.74 plus regulatory fees (\$1.40 per line)
- **Monthly Cost on 17 lines :** \$335.58
- **Annual Cost on 450 lines:** \$4,026.96
- **Partnership Ask :** 24 months
- **Included features:**
 - **Unlimited High Speed data** – No data caps/throttling/ No overages/ Ability to connect to 5G with eligible devices at no additional cost
 - **Staging & Kitting Deployment-** “White glove” Implementation Support. Valued at \$600.00
 - **Flexible Billing-** There will be NO Billing during implementation period of up to 45 days
 - **Customer Account Management Portal-** Allows customer to manage lines
 - **Shipping and Delivery-** No cost included and onsite deployment available if needed/requested. Valued at \$29.99
 - **Dedicated Support-** Dedicated Care for administration
 - **T-Mobile CAPEX Investment on 17 Units:** **\$8,449.82** (iPad 9th Gen Retail \$459.99 each+ shipping and implementation support)

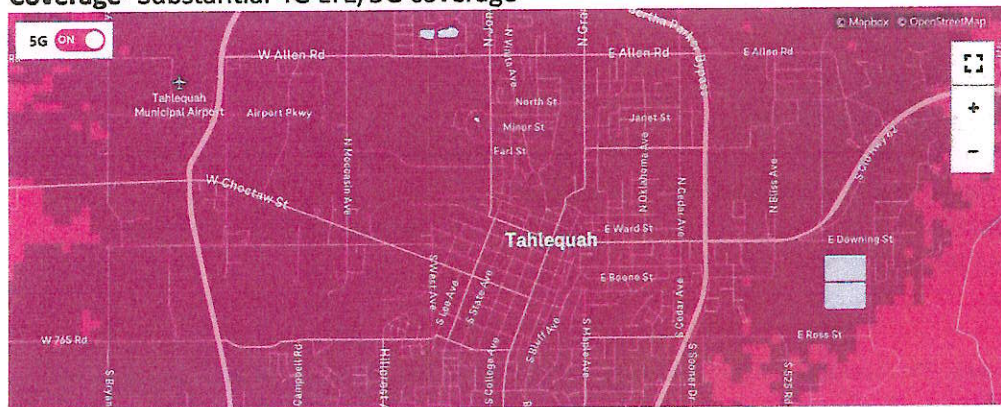
Equipment					
Quantity	Model	Cost per Unit	Extended Cost	Discount	Equipment Total
17	iPad 9th Gen	\$459.99	\$ 7,819.83	\$ (7,819.83)	\$ -
				Equipment Total	\$ -

Service					
Quantity	Rate Plan	Unit Cost	Extended Cost	Recurring Monthly Costs	
17	T-Mobile Unl Tablet Plan	\$ 19.74	\$ 335.58		\$ 335.58
				Monthly Service	\$ 335.58

Financial Summary		One Time	
Item	Monthly Cost	Costs/Credits	Year 1 Cost
Service	\$ 335.58		\$ 4,026.96
Equipment		\$ -	\$ -
Tel Co Fees	\$ 23.80		\$ 285.60
	Totals		\$ 4,312.56
Total Cost for Year 1		\$4,312.56	

* Service discount eligible for orders approved by 03/31/23

Coverage- Substantial 4G LTE/5G coverage



We understand there are protocols that need to take place with your city council in order to move forward with an final decision for the entire group. For that reason, we are going to work on this project in a phased approach with the iPads being the Phase 1 of the project.

Benefits to move now

- T-Mobile's initial investment is projected to be **\$8,449.82** to earn your business!
- Unlimited high-speed data

- Equipment funding for devices
- White glove service & support
- Flexible Billing
- 30 day Buyers Remorse policy applied- if any rejection by your council team is made, you have 30 days to return the equipment and service without any financial responsibility.

Next Steps

In an effort to ensure we meet the upcoming deadlines to allocate T-Mobile funds for the iPad devices, we would appreciate your assistance with providing the following:

- **Account Setup Template (Please**
- **W9**
- **Tax Exempt Form**
- **Signatory for Connecting Heroes agreement** (attached a template for your review, but original will be sent via DocuSign. Template also reflects gross pricing without NASPO discount)

Please let me know if anything was overlooked, otherwise we look forward to receiving the above takeaways and your final iPad count so that we can adjust the quote accordingly. Thank you again for your prompt response and partnership on this project!

All my best,

Kiara Batista

Government Account Executive- State of Texas

Mobile 316-312-8658 | Kiara.Batista@T-Mobile.com

[T-Mobile For Government](#) | Connect with me on [LinkedIn](#)



T-Mobile Connecting Heroes Addendum

This T-Mobile Connecting Heroes Addendum ("Addendum"), which will be effective as of the date the second Party signs this Addendum below ("Addendum Effective Date"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and [Full Name of First Responder Agency], a(n) [state of formation] [type of entity], with its principal place of business at [Customer address] ("Customer").

1. **Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by [Internal Note: Name of applicable Master Agreement* (INSERT NAME)] ("Master Agreement").

[Internal Note: *GSA is not eligible as a Master Agreements under this Addendum.]

- (a) The terms and conditions of this Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum.
2. **Term; Termination:** Unless terminated under the terms of this Section 2, this Addendum will continue, provided the Master Agreement is in effect. This Addendum may be terminated: (i) for cause pursuant to the terms of the Master Agreement; or (ii) upon mutual written agreement by the parties; or (iii) by Customer upon 30 days prior written notice to T-Mobile; or (iv) after April 1, 2030, this Addendum may also be terminated by T-Mobile upon 30 days prior written notice to Customer.

3. **Offer/Pricing.**

a. **Connecting Heroes Initiative Program - Mobile Voice/Data Plans include:**

Rate Plan	Monthly Recurring Charge/Line	Features
**Connecting Heroes \$0	\$0	-Unlimited talk and text -Unlimited High Speed Data - High Speed Smartphone Mobile Hotspot up to 1GB (then 3G speeds) - Video streaming – SD 480p - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes AMP \$15	\$15*	-Unlimited talk and text

		-Unlimited talk, text and High Speed LTE Data - High Speed Smartphone Mobile Hotspot up to 20GB (then 3G speeds) - T-Mobile's Simple Global feature which includes free text and 2G data in 210+ countries and destinations (subject to change in T-Mobile's sole discretion); - GoGo free WiFi on enabled flights - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter- Video streaming – HD 1080p - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Select	\$25*	- Unlimited talk, text, and high-speed data. - Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. - Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. - Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. - Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. - Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Advanced	\$34*	-Unlimited talk, text, and high-speed data. -Additional benefits include 41GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via

		the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS registration
**Connecting Heroes Ultimate	\$46*	-Unlimited talk, text, and high-speed data. - Additional benefits include 101GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS registration

* Price does not include applicable taxes, fees and surcharges. Included: Priority Access and Preemption for WPS-enrolled first responders smartphone lines, plus automated WPS registration. The Connecting Heroes \$0 Plan and Connecting Heroes AMP \$15 Plan are not eligible for any aggregate volume discount. Additional discounts may apply to the following Rate Plans and all are aggregate volume discount eligible: Connecting Heroes Select \$25 Plan; Connecting Heroes Advanced \$34 Plan; and Connecting Heroes Ultimate \$46 Plan. Data only and/or other non-smart phone device use on all Connecting Heroes Voice/Data Plans under this Addendum is strictly prohibited.

For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. Coverage not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0–19% of bill. RPF and TRF subject to change without notice. WPS eligibility must be confirmed by USDHS. WPS functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. Video streams at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering: After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data use on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be slowed, suspended, terminated, or restricted for interference with

our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

** Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, EMS agencies and PSAPs (911) who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch -911 call centers

4. Line Eligibility and Line Limits. To be eligible, Customer must be a police, emergency medical technician (EMT), fire, PSAPs (911), or non-profit responder agency whose personnel using the lines of service are performing first responder functions as described in this Section 4 ("Qualifying Headcount"). Customer is eligible for a combined total of [REDACTED] lines of Service using any combination of Connecting Heroes \$0 and Connecting Heroes AMP \$15 rate plans ("Line Limit"). Line Limits do not apply to the Connecting Heroes Select \$25 Plan, Connecting Heroes Advanced \$34 Plan, or Connecting Heroes Ultimate \$46 Plan. By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit and Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's eligibility.

5. Subsidized Rate Plans. If Customer has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and Customer wishes to move these Subsidized Lines to these Connecting Heroes rate plans, Customer agrees to comply with the requirements of those subsidized rate plans, including, but not limited to reimbursement to T-Mobile for device subsidies, if applicable.

6. Priority Access and Preemption/Wireless Priority Service. T-Mobile will provide Customer with priority voice and data access and preemption ("Priority Access and Preemption") when using T-Mobile's wireless network subject to the following:

- a. Priority Access and Preemption Description. Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved first responder customers. Priority Access and Preemption will be provided at no additional cost to Customer subject to the terms, conditions, and limitations herein. In order for Customer to receive Priority Access and Preemption, Customer must register and be eligible for Wireless Priority Service ("WPS") with the U.S. Department of Homeland Security ("DHS"). The process for WPS registration under this Addendum is described in Section 6.c. below.
- b. WPS Service Description and Eligibility. WPS was created by DHS and provides voice calling priority and data priority to government-approved wireless subscribers and lines in certain emergency situations. To receive WPS for qualifying Employees of Customer, Customer must first register with DHS. The DHS determines a customer's eligibility for

WPS and the level of priority a customer will receive. If Customer and its lines are approved by the DHS, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact the DHS at 866-627-2255 or support@priority-info.com. Customer acknowledges that (i) the WPS program is governed by DHS; (ii) Customer is subject to all applicable DHS program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of DHS.

- c. WPS Registration. By executing this Addendum, Customer agrees to register for WPS, and authorizes T-Mobile to submit a registration application with DHS on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of registration as described in subsection d. below. T-Mobile's submission of Customer's WPS registration application is contingent on the Customer's agreement to all DHS terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness ("NS/EP") as this mission is defined by DHS at <https://www.cisa.gov/gets-eligibility>; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all DHS and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>.

In addition, Customers acknowledges and agrees that T-Mobile will share limited Customer information with DHS to complete WPS registration on behalf of Customer. By executing this Addendum, Customer authorizes T-Mobile to share with DHS: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) physical address. In the event DHS requires additional Customer information for WPS registration, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to DHS on behalf of Customer.

- d. WPS Registration Opt-Out. Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of automatic registration of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS registration by sending its written notice to CSCAGovernmentContracts@T-Mobile.com. Customer may also notify T-Mobile of its desire to withdraw from WPS registration by providing T-Mobile written notice to the same email address noted above.
- e. Limitations/Disclaimers. Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS

users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.

7. **Use of Service (Body-Worn Cameras).** The parties acknowledge and agree that the lines of Service under this Addendum may be activated (via either: (i) Customer provided Devices; or (ii) T-Mobile provided Devices or SIM cards) for smartphone-based body-worn camera use ("**Body-Worn Solution**") to be utilized by Customer in connection with their first responder functions, subject to the terms, conditions and limitations herein. The Body-Worn Solution (which, for purposes of this Addendum, includes any embedded software and other applications/platforms/solutions in or on the Devices) generally are recognized to have benefits that may include, among other things, collection of audio and/or video footage (e.g., during officer-community interactions) (collectively, "**Video**"), sending/receiving of real-time alerts, and transmission of telemetry data (e.g., officer's GPS location). Customer acknowledges and agrees to the following terms and conditions with respect to Body-Worn Solution that are activated on lines of Service under this Addendum:

- a. Customer-Provided Devices. If T-Mobile is providing only lines of Service under this Addendum, Customer, and not T-Mobile, is solely responsible for procuring, maintaining, determining compatibility and operating the Body-Worn Solution. T-Mobile will not provide any technical or other support with respect to the Body-Worn Solution or the Customer provided Devices. Customer represents and warrants to T-Mobile that all Customer-provided Devices: (i) have an LTE connection; and (ii) are compatible with T-Mobile's Service.
- b. T-Mobile Provided Devices. If T-Mobile is providing lines of Service and will also provide Devices under this Addendum that will be used for the Body-Worn Solution, T-Mobile will assist the Customer with any troubleshooting as to the T-Mobile provided Devices; provided however, T-Mobile will not provide any technical or other support with respect to the embedded software/applications/platforms/solutions in or on the Devices to operate the Body Worn Solution.
- c. Livestreaming/Excessive Use. Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of Video from the Body-Worn Solution at any time (e.g., officers live streaming Video of officer-community interactions from the Body-Worn Devices via T-Mobile's LTE network to a police, command or dispatch center). Customer acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating the Body-Worn Solution may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile's disclaimers on service availability and T-Mobile's right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more

than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this Addendum with 30 days written notice.

- d. Video Uploading/Excessive Use. Customer and its end-users of the Service will not use the Service to upload any Video from the Body-Worn Devices to any cloud-based, on-premise, or other evidence/data management system in a manner that will exceed the 50GB data usage threshold described in subsection c. above. T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this addendum with 30 days written notice. To avoid exceeding the 50 GB data usage threshold, uploads should be done via Customer provided wi-fi or wired broadband connection (e.g., Video could be uploaded via in-vehicle modem or at Customer's premises via wi-fi network service that is provided by Customer).
- e. Notice to End-Users. Customer will ensure that all end-users of the Service are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies regarding permitted and prohibited use(s) of the Services. Should T-Mobile determine that Customer and/or its end-users have not adhered to the requirements/limitations of this Section, then, in the event the parties are unable to mutually agree on a resolution to Customer's excess network usage, T-Mobile may, among other available remedies, suspend the Services or terminate this Addendum upon not less than 30 days' prior written notice. T-Mobile makes no representations, warranties, guarantees or service level commitments regarding: (i) the Body-Worn Solution or (ii) the Services' coverage area for the Body-Worn Solution, compatibility with Devices, or performance results when the Body-Solution is activated.

8. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name:	[Customer Name/Contact]
Address:	[Address]
Telephone:	[Telephone #]
Email:	[Email]

This Addendum is executed by each Party's authorized representative as of the date of the Addendum Effective Date.

Customer: [Full Government Agency Name]	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Legal Approved by: T-Mobile USA, Inc. Legal Department