



# AGENDA

## TAHLEQUAH CITY COUNCIL - REGULAR MEETING

**Date/Time of Meeting** Monday, May 6, 2024 at 5:30 PM

**Place of Meeting** The meeting will be held at 111 Cherokee Ave. Tahlequah, OK 74464 (voting members of the public body will be present in person).

Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When the City Council desires more information on an item, the City Council may refer the matter to City staff or to a committee for further consideration. Under certain circumstances, items may be deferred to a specific date or stricken from the agenda entirely.

Join "Zoom" Meeting  
Meeting ID: [894 6901 9856](#)  
Passcode: [4560651](#)

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### 1. MEETING CONVENED

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- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by **Pastor Mike Murray, First Baptist Church**
- d) Flag Salute led by Mayor Suzanne Myers
- e) **Public Notice:** A Public Notice of meeting was provided on December 6, 2023, at 4:45p.m. to the OK Secretary of State and an additional notice was provided on **April 11, 2024, at 2:58 p.m.** at 111 S. Cherokee Ave. Tahlequah, OK 74464.

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### 2. PUBLIC INSTRUCTIONS

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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](mailto:cityclerk@tahlequah.gov).

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### 3. PUBLIC COMMENTS

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Comments will be accepted from the public concerning topics that are not included in the meeting's agenda. Individuals will be limited to 3 minutes of speaking time and the cumulative total of all comments from the public should not exceed 15 minutes.

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Preference will be given to Tahlequah residents. In compliance with the Oklahoma Open Meeting Act, no action or discussion is permitted by the City Council on any issue or topic raised by a speaker during this public comment period.

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#### **4. CONSENT AGENDA**

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These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can designate routine items to be approved by one motion. Any item proposed on the Consent Agenda not meeting with the approval of all Council members will be removed and heard in Regular Session.

- a) Approve the **minutes from the April 4, April 11, and April 24, 2024**, City Council meetings.
- b) Acknowledge receipt of the **March 2024 Financial Statement**.
- c) Acknowledge receipt of the **March 2024 Investment Schedule**.
- d) Acknowledge receipt of the **April 2024 Check Register**.
- e) Acknowledge receipt of the **April 2024 Purchasing Card Statement**.
- f) Acknowledge receipt of the **April 2024 Open PO Report**.
- g) Accept the **Tahlequah Area Chamber of Commerce March 2024 Report**.
- h) Accept the **TACC-Tour Tahlequah March 2024 Report**.
- i) Accept **Tahlequah Regional Development Authority's** April 2024 Report.
- j) Accept the **Northeastern Health Authority's** April 2024 report.
- k) Accept a **donation from Cherokee Nation** in the amount of \$7,500 for the **Animal Shelter** and amend the budget accordingly.
- l) Approve **Tahlequah Municipal Airport Land Lease** template.
- m) Approve the **2024-2025 Disposal Agreement with Waste Management of Oklahoma, Inc.**
- n) Approve the **School Resource Officer** contract with **Tahlequah Public Schools** for the 2024-2025 fiscal year.
- o) Approve the 2024-2025 contract with **Richard Smith** for the opening/closing of cemetery graves at the cost of \$350.00 per grave.
- p) Approve the 2024-2025 contract with **Mike Palmer** for Greens Maintenance at River Links, Anthis-Brennan, and Phoenix Park.
- q) To enter into a **lease agreement with Barbara Felts Trust** to lease property for **public parking** in the downtown area.
- r) Approve the **Memorandum of Understanding** between the **Cherokee County Health Services, Tahlequah Best, and the City of Tahlequah** to establish a formal commitment to work together on developing and improving tobacco compliance checks at local retailers.

- s) Discussion and possible action to approve, approve with modifications, or deny the passage of **Resolution No. 05-06-2024(A)**, a resolution of the City of Tahlequah adopting the **Healthy Options in Recreational Venues** policy.
- t) Approve **Resolution 05-06-2024(B)**. A resolution to adopt the schedule of fees and charges for the City of Tahlequah.
- u) To accept the resignation (retirement 25 years of service) from Carl Dallis, Laborer/Operator in the Street department, effective May 31, 2024.
- v) To accept the resignation from Nikisha Goss, Secretary/Dispatch in the Police Department, effective April 27, 2024.
- w) To hire Jesse Armstrong and Brodie Moore as Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.
- x) To hire Aulton Childers for Part Time Laborer/Seasonal in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.
- y) To hire Dustin Jackson as Part Time Laborer in the Parks and Recreation Department at \$12.25 per hour, effective April 15, 2024.
- z) To hire Andrew Sowers, Emily Gwin, Jonah Asbill, Jamen Sims, Daisy Teague, Karsyn Shankle, Tabor Robinson, Carsyn Gilbert, Jaxon Robbins, Laith Younes, Jeremiah Auguston, and Beckett Robinson as Lifeguards in the Parks and Recreation Department at \$12.00 per hour effective May 13, 2024.
- aa) To hire Dulce Melo as a Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective May 13, 2024.
- bb) To accept the self-demotion of Travis Miller from Lieutenant to Firefighter and adjust pay according to the Collective Bargaining Agreement, in the Fire Department, effective April 18, 2024.
- cc) To accept the promotion of Elianah Auguston from Part Time Laborer/Concessions at \$10.07 per hour to Lifeguard at \$12.00 per hour, in the Parks and Recreation Department effective May 13, 2024.
- dd) To accept the promotion of Caden Waits and Chloe White from Lifeguards at \$12.00 per hour to Head Lifeguards at \$13.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.
- ee) To accept the promotion of Dorothy Swearington, Head Lifeguard at \$13.00 per hour to Senior Head Lifeguard at \$15.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.
- ff) To accept the promotion of Brad Hale, Firefighter, to Lieutenant and adjust pay according to the Collective Bargaining Agreement with the IAFF, effective May 6, 2024.
- gg) To accept the termination of Kristen Jones, Driver in the Solid Waste Department, effective April 26, 2024.

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## 5. ANNOUNCEMENTS AND PRESENTATIONS

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a) Recognition for **Years of Service:**

May 2024 Anniversaries

Name	Years of Service	Title
Hammons, Raymond	35	Compliance Coordinator
Alcantara-Rosales, Edgar	5	Fireman
Dry, Jeremy	5	Fireman
Keys, Shawn	10	Laborer/Operator

b) Presentation by Laura Kuester of **Help-In-Crisis**. Mayor Suzanne Myers

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## 6. REGULAR SESSION

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- a) Discussion and possible action on items removed from the **consent agenda**.
- b) Discussion and possible action related to the use and expenditure of the **American Rescue Fund** and amend the budget accordingly. City Administrator Taylor Tannehill
- c) Discussion and possible action to approve, approve with modification, or deny **Ordinance No. 1377-2024**, an ordinance of the City of Tahlequah, Oklahoma, amending the City Code, Part 17, Utilities; Part 17-5, Solid Waste Department Establishment, and Collection and Disposal of Solid Waste, by adding **Section 17-511, Intensive Residential Developments**; providing for Codification, Severability, Repealer, and Declaring an Emergency. Solid Waste Superintendent Chris Armstrong

Possible action to approve or deny passing **Ordinance No. 1377-2024** as an **Emergency**.

- d) Discussion and possible action to approve, approve with modifications or deny **ORDINANCE NO. 1379-2024**, An Ordinance of the City of Tahlequah, Oklahoma, amending Tahlequah City Code, Part 2, Administration and Government; Chapter 2-4 General Provisions relating to city officers and employees, by amending Section 2-407 City Offices, When Open; providing for codification, severability, repealer, and declaring an emergency. Councilor Danny Perry/City Administrator Taylor Tannehill

Possible action to approve or deny passing **Ordinance No. 1379-2024** as an **Emergency**.

- e) Discussion and possible action to approve, approve with modifications, or deny **Resolution No. 05-06-2024 (C)**. A Resolution to authorize the Mayor to negotiate the sale of city-owned property and donation from the Cherokee Nation.
- f) Discussion and possible action to approve, approve with modification, or deny **Resolution 05-05-2024(D)** A resolution changing the zoning from Public District (P) to Community Commercial District (C-2) for a property located at 124 W. Shawnee St., Tahlequah, OK. Lots 14, 15, 16, & 17 in Block 56, Original Township to the City of Tahlequah, Cherokee County, Oklahoma, according to the official plat thereof as approved by the Tahlequah Planning Commission. *Director of Planning & Development Paige Harjo*

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## 7. EXECUTIVE SESSION

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Motion to exit Regular Session and enter into Executive Session

- a) Discussion and possible action pertaining to the **2024-2025 contract with IAFF Local 4099**, as provided in 25 O.S. §307(B)(2).
- b) Discussion pertaining to confidential communications related to **Glover and Associates, Inc. and H & G Paving, case no. CJ-2024-64**, as provided in 25 O.S. §307(B)(4).

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## 8. RETURN FROM EXECUTIVE SESSION

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- a) Discussion and possible action pertaining to the **2024-2025 contract with IAFF Local 4099**.
- b) Discussion and possible action pertaining to confidential communications related to **Glover and Associates, Inc. and H & G Paving, case no. CJ-2024-64**
- c) **Adjourn.**



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4a  
Meeting Date 5/6/2024  
Initiator Whitney Shaw, City Clerk  
Office / Department Administration

## Item Title

Approve the minutes from the April 4, April 11, and April 24, 2024, City Council meetings.

## Background

Monthly agenda item

## Exhibits

1. 04.04.2024 Minutes-City Council Special
2. 04.11.2024 Minutes-City Council Training
3. 04.24.2024 Minutes-City Council Special

## Funding Source

N/A

## Request

Approve minutes

**UNAPPROVED**

**MINUTES  
TAHLEQUAH CITY COUNCIL  
SPECIAL MEETING – APRIL 4, 2024 - 5:30 PM  
111 Cherokee Ave. Tahlequah, OK 74464**

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**1. MEETING CONVENED**

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Meeting called to order by Mayor Suzanne Myers at 5:30 pm.  
City Clerk, Whitney Shaw, called the roll as follows:

<b>Present:</b>	Councilor Ward I	Danny Perry
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers
	Councilor Ward IV	Josh Allen

**Others present:** Mayor Suzanne Myers, City Attorney JT Hammons, Compliance Coordinator & Acting City Administrator Ray Hammons, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, Deputy City Clerk Amber Payton, and IT Support Mario De La Hoya. **Absent:** City Administrator Taylor Tannehill

**Invocation:** Mr. Ed Haworth  
**Flag salute:** Led by Mayor Suzanne Myers

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**2. PUBLIC INSTRUCTIONS**

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**Access Code:** 858 8392 0349 **Password:** 4560651

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**3. PUBLIC COMMENTS**

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William Morgan, Jim Joliff, and citizen with concerns about NOPFA

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**4. CONSENT AGENDA**

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Councilman Allen made a motion and Councilman Highers seconded to approve the consent agenda as follows:

- a) Approve the minutes from the March 4, 2024, City Council meeting.
- b) Acknowledge receipt of the February 2024 Financial Statement.
- c) **Removed by Councilman Keith Baker**
- d) Acknowledge receipt of the March 2024 Check Register.
- e) Acknowledge receipt of the March 2024 Purchasing Card statement.
- f) Acknowledge receipt of March 2024 Open PO report.
- g) Acknowledge receipt of the Tahlequah Regional Development Authority (TRDA) March 2024 report.
- h) Acknowledge receipt of the Tahlequah Area Chamber of Commerce (TACC) February 2024 report.

- i) Acknowledge receipt of the Tahlequah Area Chamber of Commerce 2022-2023 Annual Audit, ending June 30, 2023.
- j) Acknowledge receipt of Tour Tahlequah February 2024 report from the Tahlequah Area Chamber of Commerce.
- k) Acknowledge receipt of the Eastern Oklahoma Library System's (EOLS) March 2024 report.
- l) Enter into a lease agreement for Brookside with Kendall Hale, beginning April 1, 2024 and ending March 31, 2025.
- m) Approve the budgeted purchase of two (2) 1500 Chevy Silverado trucks and one (1) 2500HD Chevy Silverado truck by the Solid Waste department using GL Code 115-65-8701 in the amount of \$178, 232.00.
- n) Approve a lease agreement with the Board of County Commissioners of Cherokee County, Oklahoma for the Emergency Operations Center (EOC) for the remainder of fiscal year 2023-2024, commencing on April 1, 2024, and ending on June 30, 2024.
- o) Approve Hangar 13 transfer from Mark Gish to Hunter Wallace as recommended by the Tahlequah City Airport Board.
- p) Appoint Storm Water Manager as the City Flood Plain Administrator
- q)
  - To hire Justin Hunter Webb, Ashlin Sutton, and Levi Daniels as PT Laborers/Concession in the Parks and Recreation Department, in budgeted positions, at \$10.07 per hour, effective March 18, 2024.
  - To hire Philip Don Cubit as a Driver in the Solid Waste Department, in a budgeted position, at \$37,500, effective March 13, 2024.
  - To hire Levi Gibson as Collector in the Solid Waste Department, in a budgeted position, at \$30,500, effective March 18, 2024.
  - To accept the resignation of Jonkade Pitner, Driver in the Solid Waste Department, effective March 1, 2024.
  - To accept the resignation of Amaya Saxton, Collector in the Solid Waste Department, effective March 10, 2024.
  - To accept the resignation of Grant Webb, PT Laborer in the Parks and Recreation Department, effective March 25, 2024

**Vote: Ayes: Allen, Highers, Baker, Perry                      Nays: None                      Motion carried**

**5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS**

Special Proclamation for National Donate of Life Month and Public Statement by TPWA

**6. REGULAR SESSION**

- a) Councilman Allen made a motion and Councilman Highers seconded to acknowledge receipt of the February 2024 Investment Schedule.

**Vote: Ayes: Allen, Baker, Highers, Perry                      Nays: None                      Motion carried**

- b) Councilman Allen made a motion and Councilman Perry seconded to authorize the Mayor to sign the grant **Notice of Award from EDA to the Tahlequah Accessibility and Parking Improvement Project**, award no. ED24AUS0G0189 and sign other necessary documents related to said grant.

***Vote: Ayes: Allen, Perry, Baker, Highers                      Nays: None                      Motion carried***

- c) Councilman Highers made a motion and Councilman Baker seconded to approve **Ordinance No. 1376-2024**, an ordinance of the City of Tahlequah, Oklahoma amending the Tahlequah City Code, Part 18, Stormwater Management; Chapter 18-1, Stormwater Management Program; Section 18- 807, Fees, Providing for Codification, Severability, and Repealer. **COUNCIL DID NOT DECLARE AN EMERGENCY**

***Vote: Ayes: Highers, Baker, Perry, Allen                      Nays: None                      Motion carried***

- d) First reading of **Ordinance 1377-2024**.
- e) Councilman Allen made a motion and Councilman Highers seconded to approve **Ordinance No. 1378-2024**, an ordinance of the City of Tahlequah, Oklahoma, amend the Tahlequah City Code, Part 14, Streets and Public Works; Chapter 14-2, Use and Obstruction of Streets and Sidewalks; by amending Section 14-217, Excavations in Streets, Permits; Providing for Codification, Severability, Repealer, and Declaring and Emergency.

***Vote: Ayes: Allen, Highers, Baker, Perry                      Nays: None                      Motion carried***

Councilman Allen made a motion and Councilman Highers seconded to declare **Ordinance No. 1378-2024** an **EMERGENCY**.

***Vote: Ayes: Allen, Highers, Baker, Perry                      Nays: None                      Motion carried***

- f) Councilman Allen made a motion and Councilman Perry seconded to accept g the bid amount of \$84,500.00 from Calvin & Sons Roofing for the Senior Citizens Center Roof Improvements.

***Vote: Ayes: Allen, Perry, Baker, Highers                      Nays: None                      Motion carried***

- g) Councilman Baker made a motion and Councilman Highers seconded to approve granting Mayor Myers the authority to request, from ODOT, the closure of the intersection at Mimosa and HWY 51 bypass.

***Vote: Ayes: Baker, Highers, Perry                      Abstain: Allen                      Motion carried***

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**7. EXECUTIVE SESSION**

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- a) Councilman Allen made a motion and Councilman Perry seconded to exit meeting and enter into Executive session at **6:48 p.m.**

***Vote: Ayes: Allen, Perry, Baker, Highers                      Nays: None                      Motion carried***

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**8. RETURNED FROM EXECUTIVE SESSION @ 7:06 p.m.**

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a) Councilman Highers made a motion and Councilman Allen seconded to approve the 2024-2025 contract with FOP Lodge 201.

***Vote: Ayes: Highers, Allen, Baker, Perry***

***Nays: None***

***Motion carried***

b) No Action Taken at this time.

c) Councilman Allen made a motion and Councilman Highers seconded to direct City Attorney JT Hammons to employ the firm of Crowe & Dunley in case CJ-2024-64.

***Vote: Ayes: Allen, Highers, Baker, Perry***

***Nays: None***

***Motion carried***

d) Meeting adjourned at 7:09 pm.

MINUTES  
TAHLEQUAH CITY COUNCIL GOVERNING BOARD TRAINING  
THURSDAY, APRIL 11, 2024 – 5:30 PM  
ARMORY MUNICIPAL CENTER, 100 N. WATER ST., TAHLEQUAH, OK

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1. Quorum was determined at 5:41 pm. Roll call by City Clerk Whitney Shaw as follows:  
Present:        Danny Perry                Ward 1  
                     Keith Baker                Ward 2  
                     Stephen Highers            Ward 3  
Also present: Mayor Suzanne Myers, City Clerk Whitney Shaw, and Deputy City Clerk Amber Payton.
2. Governing Board Training presented by David Weatherford and Bill Tackett of OMAG.
3. Training adjourned at 6:55 pm.

MINUTES  
TAHLEQUAH CITY COUNCIL  
WEDNESDAY, APRIL 24, 2024 – 1:30 PM  
111 S. CHEROKEE AVE. TAHLEQUAH, OK

- 1. Meeting called to order at 1:30 p.m.
- 2. Quorum was determined with roll call by City Clerk Whitney Shaw as follows:
 

Present:	Danny Perry	Ward 1
	Keith Baker	Ward 2
	Stephen Highers	Ward 3
	Josh Allen	Ward 4

Also present: Mayor Suzanne Myers, City Administrator Taylor Tannehill, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, Deputy City Clerk Amber Payton, and IT Specialist Mario De La Hoya.

*The Councilors presented Mayor Myers with an inscribed gavel.*

- 3. Councilor Allen made a motion and Councilor Highers seconded to authorize **overtime for employees working the Red Fern Festival.**

Vote: Ayes: Allen, Highers, Baker, Perry      Nays: None      Motion Carried

- 4. Councilor Allen made a motion and Councilor Baker seconded to approve, with the modifications, **Resolution No. 04-24-2024.** Modifications include changing the funds available to \$1,163,716.80 and the local match amount to \$349,115.04.

Vote: Ayes: Allen, Baker, Highers, Perry      Nays: None      Motion Carried

- 5. Councilor Allen made a motion and Councilor Baker seconded to **rescind awarding a contract to Calvin & Sons Roofing** in the amount of \$84,500 for the Sr. Citizen’s roof and **rejecting all bids.**

Vote: Ayes: Allen, Baker, Highers, Perry      Nays: None      Motion Carried

- 6. A **work session** between Councilors and Department Heads for open discussion about long and short term goals for each department and the City. No votes were taken as this was a discussion only item.

- 7. Meeting-Work Session adjourned at 4:04pm.



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4b  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

**Item Title**

Acknowledge receipt of the **March 2024 Financial Statement.**

**Background**

Regular monthly agenda item.

**Exhibits**

1. 05.06.2024 4b 2024 insert

**Funding Source**

**Request**

DUE TO SIZE, CONSENT  
ITEM “4b” IS AVAILABLE IN  
DIGITAL FORMAT ON THE  
CITY WEBSITE UNDER

“Government”

“Departments”

“Finance”

“Monthly Financial Statements”

“2024”



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4c  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

**Item Title**

Acknowledge receipt of the **March 2024 Investment Schedule.**

**Background**

**Exhibits**

1. 05.06.2024 Investment Schedule

**Funding Source**

**Request**

## City of Tahlequah Working Fund Investments as of March 31, 2024

BANK	AMOUNT	PERCENTAGE	
<b>Bank Accounts</b>			
Reserve Operating Armstrong	\$2,843,917.05	4.25%	
Streets & Sidewalks Armstrong	\$4,220,391.71	4.25%	
General Fund Sweep Bank First	\$6,723,034.86	4.93%	
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
<b>Edward Jones</b>			
Atlantic Un Bk Richmond VA	\$128,000.00	5.15%	5/17/2024
Bank Amer Na Charlotte NC	\$124,000.00	4.80%	3/16/2026
Bmo Harris Bk Natl Assn	\$244,000.00	4.45%	5/24/2028
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 & Tr Co of Ardmore	\$244,000.00	4.60%	9/21/2029
Discover Bk Greenwood Del	\$244,000.00	4.80%	8/24/2026
Great Southn Bk Reeds Spring	\$249,000.00	4.65%	2/28/2025
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Pacific Premier Bk Irvine	\$124,000.00	5.00%	9/15/2025
Reliabank Dakota Estelline SD	\$200,000.00	5.20%	1/10/2025
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Synchrony Bk Retail Ctf Dep	\$243,000.00	5.25%	9/22/2025
UBs BK USA Salt Lake City UT	\$150,000.00	2.85%	5/13/2024
Univest Natl Bk Tr Souderton	\$249,000.00	4.50%	5/17/2027
Wells Fargo Bk N A Sioux Falls	\$238,000.00	5.05%	11/15/2027
Cash	\$200,00.00		
<b>TOTAL</b>	<b>\$3,861,000.00</b>		



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4d  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

**Item Title**

Acknowledge receipt of the **April 2024 Check Register**.

**Background**

Regular monthly agenda item.

**Exhibits**

1. 05.06.2024 April 2024 Check Register

**Funding Source**

**Request**

Check Issue Dates: 4/1/2024 - 4/30/2024

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/24	04/03/2024	58816	157988	Consolidated Communications	110202000	1,167.95- V
04/24	04/04/2024	58939	500	Adrian Farm Supply LLC	110202000	191.16
04/24	04/04/2024	58940	2795	Chamber of Commerce	110202000	625.00
04/24	04/04/2024	58941	3380	Cintas Corp #2	110202000	86.00
04/24	04/04/2024	58942	157988	Consolidated Communications	110202000	2,353.42
04/24	04/04/2024	58943	3930	County Records, Inc	110202000	49.50
04/24	04/04/2024	58944	4455	Davenport Fire Equipment Sales and Serv	110202000	3,330.00
04/24	04/04/2024	58945	6080	Fuelman of Oklahoma or	110202000	4,499.48
04/24	04/04/2024	58946	157844	Green Country Abstract & Title Co LLC	110202000	350.00
04/24	04/04/2024	58947	7530	Holloway, Updike & Bellen, Inc	110202000	4,500.00
04/24	04/04/2024	58948	9400	Lake Region Electric	110202000	1,998.99
04/24	04/04/2024	58949	157846	Lake Region Electric-Telecom	110202000	286.82
04/24	04/04/2024	58950	158388	LawnStars Landscaping, LLC	110202000	1,890.00
04/24	04/04/2024	58951	9770	Love Bottling Company	110202000	652.80
04/24	04/04/2024	58952	156383	Macquarie Equipment Capital Inc.	110202000	374.00
04/24	04/04/2024	58953	10210	Maxwell Supply	110202000	1,792.84
04/24	04/04/2024	58954	10580	Mike Palmer	110202000	1,695.20
04/24	04/04/2024	58955	157829	NOPTA Gas/Utilities	110202000	3,166.90
04/24	04/04/2024	58956	12910	Plitney Bowes	110202000	1,220.99
04/24	04/04/2024	58957	13810	Rhomar Industries Inc	110202000	3,503.14
04/24	04/04/2024	58958	13880	Richard Smith	110202000	1,050.00
04/24	04/04/2024	58959	158110	Ritchie, Rock, McBride & Atwood Law Firm	110202000	37.65
04/24	04/04/2024	58960	14360	Sand Tech Screening LLC	110202000	761.55
04/24	04/04/2024	58961	14780	SHI Corp	110202000	1,342.81
04/24	04/04/2024	58962	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
04/24	04/04/2024	58963	16370	TK Elevator	110202000	3,758.36
04/24	04/04/2024	58964	16510	Total Pest Control	110202000	100.00
04/24	04/04/2024	58965	16985	UniFirst Holdings Inc	110202000	188.00
04/24	04/04/2024	58966	17510	Waste Management	110202000	24,500.03
04/24	04/04/2024	58967	158597	Whitney Shaw	110202000	216.94
04/24	04/04/2024	58968	17750	Wight Office Machines	110202000	115.13
04/24	04/04/2024	58969	17803	William Marvin Johnson LLC	110202000	300.00
04/24	04/08/2024	58970	158598	Bob Howard Chevrolet	110202000	.00 V
04/24	04/08/2024	58971	158598	Bob Howard Chevrolet	110202000	.00 V
04/24	04/08/2024	58972	158598	Bob Howard Chevrolet	110202000	58,289.00
04/24	04/08/2024	58973	158598	Bob Howard Chevrolet	110202000	59,979.00
04/24	04/08/2024	58974	158598	Bob Howard Chevrolet	110202000	59,964.00
04/24	04/11/2024	58975	1350	ATC Freightliner Group	110202000	123,068.00
04/24	04/12/2024	58976	158045	Ascentis Corporation (Prior- Novatime)	110202000	759.52
04/24	04/12/2024	58977	158503	Associated Supply Co Inc	110202000	10,674.20
04/24	04/12/2024	58978	225	AT&T (Landline Bills)	110202000	411.68
04/24	04/12/2024	58979	157971	AT&T Mobility II LLC	110202000	1,788.13
04/24	04/12/2024	58980	240	AT&T Mobility II LLC (POLICE)	110202000	1,064.63
04/24	04/12/2024	58981	2415	Bull Tuff Mud Company Ready Mix	110202000	5,217.00
04/24	04/12/2024	58982	2794	Chamber of Commerce	110202000	30,197.34
04/24	04/12/2024	58983	3020	Cherokee County Clerk	110202000	186.00
04/24	04/12/2024	58984	3050	Cherokee County Detention	110202000	816.75
04/24	04/12/2024	58985	158587	Cheryl Ann Leads	110202000	53.50
04/24	04/12/2024	58986	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	184,299.76
04/24	04/12/2024	58987	3620	CLEET	110202000	7,436.64
04/24	04/12/2024	58988	158437	Compliance Resource Group INC (CRG)	110202000	1,350.00
04/24	04/12/2024	58989	158433	Core & Main LP.	110202000	540.00
04/24	04/12/2024	58990	158584	Craig Philipott Concrete Construction	110202000	8,950.00

M = Manual Check, V = Void Check

Check Issue Dates: 4/1/2024 - 4/30/2024

Apr 30, 2024 04:13PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/24	04/12/2024	58991	5110	Duvall's Transmission	110202000	4,941.00
04/24	04/12/2024	58992	158596	Elijah Spray VT	110202000	200.00
04/24	04/12/2024	58993	158178	Enterprise Fleet Management, Inc.	110202000	19,906.98
04/24	04/12/2024	58994	6080	Fuelman of Oklahoma or	110202000	4,970.02
04/24	04/12/2024	58995	6825	GT Distributors - Austin	110202000	1,707.05
04/24	04/12/2024	58996	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
04/24	04/12/2024	58997	7780	Indian Capital Technology Center	110202000	135.00
04/24	04/12/2024	58998	9471	Law Enforcement Psychological	110202000	130.00
04/24	04/12/2024	58999	158388	LawnStars Landscaping, LLC	110202000	1,890.00
04/24	04/12/2024	59000	11300	Northeast OK Public Facilities	110202000	1,010.18
04/24	04/12/2024	59001	11920	Ok Municipal Assurance Group	110202000	426.00
04/24	04/12/2024	59002	12000	Ok Production Ctr, Inc	110202000	3,966.67
04/24	04/12/2024	59003	12275	Ok Uniform Building Code Com	110202000	112.00
04/24	04/12/2024	59004	157851	One Source Water, LLC	110202000	226.69
04/24	04/12/2024	59005	12390	OTA	110202000	24.75
04/24	04/12/2024	59006	158160	Rachel Dallis	110202000	3,475.00
04/24	04/12/2024	59007	158530	Rhonda Norris RVT	110202000	500.00
04/24	04/12/2024	59008	14230	Sadler Paper Supply	110202000	758.65
04/24	04/12/2024	59009	14870	Sirchie Fingerprint	110202000	38.08
04/24	04/12/2024	59010	15908	Tahlequah Public Facilities Auth	110202000	291,449.65
04/24	04/12/2024	59011	158168	Tahlequah Regional Development Authority	110202000	176,000.00
04/24	04/12/2024	59012	158472	Tim M Synar	110202000	1,400.00
04/24	04/12/2024	59013	16510	Total Pest Control	110202000	65.00
04/24	04/18/2024	59022	1186	Applied Concepts, Inc.	110202000	29,466.00
04/24	04/18/2024	59023	1235	Arledge & Associates	110202000	8,000.00
04/24	04/18/2024	59024	1350	ATC Freightliner Group	110202000	139,497.00
04/24	04/18/2024	59025	2415	Bull Tuff Mud Company Ready Mix	110202000	465.50
04/24	04/18/2024	59026	158545	Chris Armstrong	110202000	106.61
04/24	04/18/2024	59027	3879	Cook & Associates Engineering Inc	110202000	309.00
04/24	04/18/2024	59028	4824	Digi Security Systems, LLC	110202000	19,402.31
04/24	04/18/2024	59029	5090	Dub Ross Co	110202000	328.09
04/24	04/18/2024	59030	5580	Ewing Irrigation Products Inc	110202000	219.37
04/24	04/18/2024	59031	6080	Fuelman of Oklahoma or	110202000	3,107.12
04/24	04/18/2024	59032	158079	Glidewell Distributing Co, Inc.	110202000	665.37
04/24	04/18/2024	59033	8526	Jimmy Houston Maine & Kawasaki	110202000	9,311.00
04/24	04/18/2024	59034	157846	Lake Region Electric-Telecom	110202000	137.88
04/24	04/18/2024	59035	9437	Larry's Tires	110202000	80.00
04/24	04/18/2024	59036	158388	LawnStars Landscaping, LLC	110202000	1,890.00
04/24	04/18/2024	59037	10580	Mike Palmer	110202000	1,695.20
04/24	04/18/2024	59038	158512	Nicholas Bogart	110202000	4,600.00
04/24	04/18/2024	59039	11920	Ok Municipal Assurance Group	110202000	1,005.00
04/24	04/18/2024	59040	158530	Rhonda Norris RVT	110202000	350.00
04/24	04/18/2024	59041	158574	Rush Truck Center, Tulsa	110202000	5,259.74
04/24	04/18/2024	59042	14230	Sadler Paper Supply	110202000	634.60
04/24	04/18/2024	59043	14360	Sand Tech Screening LLC	110202000	900.00
04/24	04/18/2024	59044	158192	Springwater Lawn Care LLC	110202000	16,122.00
04/24	04/18/2024	59045	158179	THA Hospitality, LLC	110202000	7,161.82
04/24	04/18/2024	59046	16985	UniFirst Holdings Inc	110202000	165.86
04/24	04/18/2024	59047	158022	VIP Voice Services LLC	110202000	2,972.00
04/24	04/18/2024	59048	17510	Waste Management	110202000	26,949.34
04/24	04/25/2024	59049	158499	31 Dynaminc Group	110202000	1,200.00
04/24	04/25/2024	59050	2235	Bow Wow Pet Waste Products	110202000	629.90
04/24	04/25/2024	59051	2415	Bull Tuff Mud Company Ready Mix	110202000	1,088.00
04/24	04/25/2024	59052	2490	CDL Electric Co., Inc.	110202000	2,811.58
04/24	04/25/2024	59053	158587	Cheryl Ann Leeds	110202000	71.00
04/24	04/25/2024	59054	3380	Cintas Corp #2	110202000	92.64
04/24	04/25/2024	59055	3879	Cook & Associates Engineering Inc	110202000	379.00

M = Manual Check, V = Void Check

Check Issue Dates: 4/1/2024 - 4/30/2024

Apr 30, 2024 04:13PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/24	04/25/2024	59056	158596	Elijah Spray VT	110202000	400.00
04/24	04/25/2024	59057	5580	Ewing Irrigation Products Inc	110202000	230.52
04/24	04/25/2024	59058	158489	Freese and Nichols, Inc.	110202000	40,537.62
04/24	04/25/2024	59059	6080	Fuelman of Oklahoma or	110202000	4,654.72
04/24	04/25/2024	59060	6740	Greg's Port-A-Potties	110202000	75.00
04/24	04/25/2024	59061	6857	H & H Quality Tires and Auto LLC	110202000	1,992.15
04/24	04/25/2024	59062	7650	Hutchens Construction Co. (Erney Sapp&So	110202000	3,370.00
04/24	04/25/2024	59063	158388	LawnStars Landscaping, LLC	110202000	1,890.00
04/24	04/25/2024	59064	158593	Lori L Gossard	110202000	2,000.00
04/24	04/25/2024	59065	158530	Rhonda Norris RVT	110202000	600.00
04/24	04/25/2024	59066	14360	Sand Tech Screening LLC	110202000	1,255.50
04/24	04/25/2024	59067	158192	Springwater Lawn Care LLC	110202000	1,500.00
04/24	04/25/2024	59068	16039	T & K Construction	110202000	2,825.00
04/24	04/25/2024	59069	15920	TPWA Utilities	110202000	8,302.62
04/24	04/25/2024	59070	16985	UniFirst Holdings Inc	110202000	102.80
04/24	04/25/2024	59071	158044	Voss Electric Co	110202000	29,117.70
04/24	04/25/2024	59072	158600	Wehco Video, Inc	110202000	50.00
04/24	04/25/2024	59073	17750	Wight Office Machines	110202000	76.09
04/24	04/26/2024	20240426	158486	ASAP Energy Inc.	110202000	23,718.90 M
04/24	04/30/2024	20240430	1650	BandFirst	110202000	49,715.37

Grand Totals:

1,608,925.02



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4e  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

**Item Title**

Acknowledge receipt of the **April 2024 Purchasing Card Statement.**

**Background**

Regular monthly agenda item.

**Exhibits**

1. 05.06.2024 April 2024 P-card Statement

**Funding Source**

**Request**



CORPORATE PAYMENT SYSTEMS  
P.O. BOX 6343  
FARGO ND 58125-6343



**ACCOUNT NUMBER** [REDACTED]  
**STATEMENT DATE** 04-25-2024  
**AMOUNT DUE** \$49,715.37  
**NEW BALANCE** \$49,715.37  
PAYMENT DUE ON RECEIPT

000161947 02 SP 106481022837502 S  
CITY OF TAHLEQUAH  
ATTN MARTY HAINZINGER  
111 S CHEROKEE AVE  
TAHLEQUAH OK 74464-3801

**AMOUNT ENCLOSED**  
\$

Please make check payable to  
CORPORATE PAYMENT SYSTEMS

CORPORATE PAYMENT SYSTEMS  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

CITY OF TAHLEQUAH	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$37,335.56	\$52,481.03	\$0.00	\$0.00	\$0.00	\$2,765.66	\$37,335.56	\$49,715.37

**CORPORATE ACCOUNT ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-29	03-29	74715114089408900000547	PAYMENT-THANK YOU Q	37,335.56 PY

**NEW ACTIVITY**

LARRY M UNDERWOOD	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$575.15	\$0.00	\$575.15

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	24226384094360417905156	WAL-MART #0010 TAHLEQUAH OK	221.94
04-05	04-04	24431054096838002268252	O'REILLY 187 TAHLEQUAH OK	97.90
04-11	04-10	24455014101141000024563	WAL-MART #0010 TAHLEQUAH OK	200.76
04-11	04-10	24692164101107573234265	LOWES #01818* TAHLEQUAH OK	24.98
04-25	04-24	24431054116838001105469	O'REILLY 187 TAHLEQUAH OK	29.57

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

[REDACTED]

**ACCOUNT SUMMARY**

PREVIOUS BALANCE	37,335.56
PURCHASES & OTHER CHARGES	52,481.03
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	2,765.66
PAYMENTS	37,335.56
<b>ACCOUNT BALANCE</b>	<b>49,715.37</b>

**STATEMENT DATE** 04/25/24  
**DISPUTED AMOUNT** .00

**SEND BILLING INQUIRIES TO:**

CORPORATE PAYMENT SYSTEMS  
P.O. Box 6335  
Fargo, ND 58125-6335

**AMOUNT DUE**

**49,715.37**



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

NEW ACTIVITY					
<b>RICKY HICKS</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$0.00	\$49.68	\$0.00	\$49.68
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-02	04-01	24137464093600300625521	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	14.12	
04-05	04-04	24011344095000050717904	SP 490 CREATIONS 191-82892706 OK	20.00	
04-05	04-04	24421144095900015300092	SAND TECH SCREENING LLC TAHLEQUAH OK	15.56	
<b>DANA LEE</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$89.05	\$1,216.89	\$0.00	\$1,127.84
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-19	04-18	24226384109360504192844	WAL-MART #0010 TAHLEQUAH OK	89.05	
04-19	04-18	24445004110400350103929	WM SUPERCENTER #10 TAHLEQUAH OK	77.84	
04-19	04-18	24692164109104010155189	SQ *DOUBLE BARREL BBQ GOSQ.COM OK	1,050.00	
04-22	04-18	74445004110400396063280	WM SUPERCENTER #10 TAHLEQUAH OK	89.05 CR	
<b>DEXTER K SCOTT</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$0.00	\$1,963.94	\$0.00	\$1,963.94
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-28	03-27	24226384087360386942874	WAL-MART #0010 TAHLEQUAH OK	33.73	
03-28	03-27	24416064087900012300019	SOONER ELECTRONICS TAHLEQUAH OK	300.00	
03-29	03-28	24000974088352700849637	THE UPS STORE 7116 918-8030815 OK	28.49	
03-29	03-28	24707804088027018808435	FAMERS CO-OP TAHLEQUAH OK	27.00	
03-29	03-28	24801974088839000010010	H & H AUTO TAHLEQUAH OK	97.00	
04-03	04-02	24431054094838000164729	O'REILLY 187 TAHLEQUAH OK	213.49	
04-04	04-03	24431054095838000755319	O'REILLY 187 TAHLEQUAH OK	62.07	
04-05	04-04	24137464095300797025586	SOUTHERN TIRE MART #349 601-424-3200 AR	545.16	
04-05	04-04	24801974096839000010010	H & H AUTO TAHLEQUAH OK	77.00	
04-05	04-04	24801974096839000010028	H & H AUTO TAHLEQUAH OK	40.00	
04-08	04-04	24750764096900012700018	MUSKOGEE COMMUNICATIONS 918-6873819 OK	500.00	
04-25	04-24	24801974115839000010017	H & H AUTO TAHLEQUAH OK	40.00	
<b>PAIGE HARJO</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$0.00	\$30.00	\$0.00	\$30.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
04-09	04-08	24744004099900012972135	TAHLEQUAH DAILY PRESS 918-4568833 OK	30.00	
<b>MARK WHITTMORE</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$0.00	\$311.38	\$0.00	\$311.38



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24231684088400041984740	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	9.97
03-28	03-27	24412954087612542628555	CONRAD FIRE EQUIPMENT 913-780-5521 KS	153.14
04-02	04-01	24421144092900015000083	SAND TECH SCREENING LLC TAHLEQUAH OK	127.61
04-18	04-17	24692164108103474513868	LOWES #01818* TAHLEQUAH OK	20.66

<b>TIFFANY D SIEN</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$44.38	\$2,210.95	\$0.00	\$2,166.57

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-28	03-27	24692164087108913705079	LOWES #01818* TAHLEQUAH OK	7.48
04-01	03-29	24137464089300890171046	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	54.54
04-01	03-30	24692164090101317119000	AMZN MKTP US*PH1YF8EZ3 AMZN.COM/BILL WA	488.78
04-04	04-03	24690514095207130100045	ADRIAN FARM SUPPLY TAHLEQUAH OK	131.22
04-10	04-09	24000974100421701218342	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	17.04
04-10	04-09	24445004100300609724677	FSP*HEARTH AND POOL TAHLEQUAH OK	432.00
04-15	04-12	24137464103300878597701	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	42.75
04-19	04-18	24692164109104288024042	LOWES #01818* TAHLEQUAH OK	47.76
04-23	04-22	24445004113300614537317	FSP*HEARTH AND POOL TAHLEQUAH OK	754.38
04-23	04-22	24445004113300614537499	FSP*HEARTH AND POOL TAHLEQUAH OK	235.00
04-24	04-22	74445004113300808381287	FSP*HEARTH AND POOL TAHLEQUAH OK	44.38 CR

<b>ROCKIE S NEUGIN</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$1,260.12	\$0.00	\$1,260.12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24231684086400041981649	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	82.10
04-01	03-29	24445004090400256810878	WM SUPERCENTER #10 TAHLEQUAH OK	16.14
04-08	04-05	24733094097091493000806	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	59.98
04-09	04-08	24707804099027017582533	FAMERS CO-OP TAHLEQUAH OK	540.00
04-10	04-09	24000974100421701216395	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	9.08
04-22	04-19	24416064110900011400019	SPRINGWATER FENCE CO PARK HILL OK	489.81
04-22	04-19	24801974110400151000276	TAHLEQUAH LUMBER TAHLEQUAH OK	63.01

<b>JUSTIN HACKWORTH</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$9.98	\$0.00	\$9.98

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-24	04-22	24692164114107974958988	LOWES #01818* TAHLEQUAH OK	9.98

<b>JOHN N KING</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$2,518.36	\$0.00	\$2,518.36

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-04	04-03	24692164094101748260460	AMZN MKTP US*SN9VP69D3 AMZN.COM/BILL WA	242.22



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-08	04-06	24692164097103959309777	AMZN MKTP US*SE91Z6O63 AMZN.COM/BILL WA	1,644.87
04-09	04-08	24692164099106060751827	AMZN MKTP US*VA9RW1NR3 AMZN.COM/BILL WA	33.98
04-10	04-08	24793384100001754279061	GREYHOUND LOS ANGELES CA	377.35
04-19	04-18	24431054110838000560769	O'REILLY 187 TAHLEQUAH OK	7.99
04-25	04-23	24793384115002143138060	GREYHOUND LOS ANGELES CA	211.95

<b>ERIC LAMONS</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$5,383.96	\$0.00	\$5,383.96

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24231684087200000000087	RUSH TRK CTR TULSA TULSA OK	25.00
03-28	03-27	24431064088636000025339	PTG OF TULSA 918-445-5300 OK	1,139.58
03-29	03-28	24431064089636000035212	PTG OF TULSA TULSA OK	1,479.06
04-03	04-02	24231684094200000000013	RUSH TRK CTR TULSA TULSA OK	660.00
04-04	04-03	24431064095636000025397	PTG OF TULSA 918-445-5300 OK	63.98
04-09	04-08	24431054100838000932077	O'REILLY 187 TAHLEQUAH OK	35.99
04-12	04-11	24431064103636000025348	PTG OF TULSA 918-445-5300 OK	350.04
04-12	04-11	24755424102281028918599	POWER TRAIN INC TULSA OK	858.21
04-15	04-12	24193044104000012174934	WELDON PARTS MUSKOGEE MUSKOGEE OK	407.73
04-17	04-16	24137464107300834729667	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	298.19
04-23	04-22	24231684114400021177354	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	14.99
04-24	04-23	24431054115838002215490	O'REILLY 187 TAHLEQUAH OK	51.19

<b>AARON D GARRETT</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$570.00	\$550.21	\$0.00	\$19.79 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	74013394085002974101363	ALABAMA FIRE COLLEGE AND TUSCALOOSA AL	570.00 CR
04-16	04-12	24755424106161068673716	HOMES TO SUITES BY HILTON 205-3492002 AL 80235675 ARRIVAL: 04-07-24	154.21
04-18	04-17	24492164108000021879366	UPCODES HTTPSUP.CODES TX	396.00

<b>RICHARD S COFFRON</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$1,062.05	\$0.00	\$1,062.05

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24692164086108191941173	AMZN MKTP US*RH38Y3SS1 AMZN.COM/BILL WA	80.70
03-28	03-27	24492164087000019305965	REGISTER* REG16BUGHYE HTTPSGREATNON OK	175.00
04-03	04-02	24692164093100956959822	AMZN MKTP US*KV58J5KL3 AMZN.COM/BILL WA	30.97
04-08	04-05	24431064096200000000014	NSU COPY ZONE TAHLUQUAH OK	16.40
04-12	04-11	24431054103838000557475	O'REILLY 187 TAHLEQUAH OK	143.98
04-22	04-19	24692164110105124841538	IN *EPIC OFFICE SOLUTIONS 903-6176188 TX	310.00
04-22	04-20	24692164111105576992788	INT'L CODE COUNCIL INC 888-422-7233 IL	305.00

<b>BRIAN F SPEAKE</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$1,488.53	\$0.00	\$1,488.53



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	2449216408600016822161	LS ELEPHANT ROCK GARD 191-82368399 OK	222.26
04-02	04-01	24540454092182500052783	CHEROKE COUNTY TAG 918-4532889 OK	23.00
04-02	04-01	24692164092100109324909	LOWES #01818* TAHLEQUAH OK	59.96
04-05	04-04	24492164095000016740214	LS ELEPHANT ROCK GARD 191-82368399 OK	280.45
04-12	04-11	24692164102108225892020	SQ *SUNSHINE NURSERY LLC TAHLEQUAH OK	80.73
04-12	04-11	24692164102108286420588	LOWES #01818* TAHLEQUAH OK	23.88
04-17	04-16	24326884108042000092087	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	31.54
04-18	04-17	24137464108300793282632	CLYDES AUTOMOTIVE & TIRE TAHLEQUAH OK	312.56
04-19	04-18	24000974109474601302568	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	98.11
04-19	04-18	24000974109474601352647	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	51.06
04-25	04-24	24692164115109004817860	LOWES #01818* TAHLEQUAH OK	304.98

<b>RICK DYE</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$1,302.49	\$5,034.68	\$0.00	\$3,732.19

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24137464085300756661613	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	134.54
04-05	04-04	24137464095300797028630	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	11.55
04-08	04-05	24055224096207509300048	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	236.35
04-08	04-05	24692164096103651825865	AMZN MKTP US*208PA6K03 AMZN.COM/BILL WA	835.86
04-08	04-07	24692164098104854521952	AMZN MKTP US*MU9VE10P3 AMZN.COM/BILL WA	656.94
04-09	04-08	24431064100636000023858	PTG OF TULSA 918-445-5300 OK	1,302.49
04-10	04-09	24137464100300783763888	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	41.73
04-11	04-10	74431064102636000024552	PTG OF TULSA TULSA OK	1,302.49 CR
04-12	04-11	24431054103838000652755	O'REILLY 187 TAHLEQUAH OK	50.97
04-22	04-19	24692164110105042540238	SQ *ROCKIN R FARMS LLC TAHLEQUAH OK	1,764.25

<b>WHITNEY G SHAW</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$69.80	\$116.40	\$0.00	\$46.60

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24744004086900012068699	TAHLEQUAH DAILY PRESS 918-4568833 OK	23.40
04-09	03-07	74755424099170951288767	HOMES TO SUITES BY HILTON 405-3722550 OK 84228683 ARRIVAL: 03-03-24	69.80 CR
04-12	04-11	24744004102900013272795	TAHLEQUAH DAILY PRESS 918-4568833 OK	46.50
04-12	04-11	24744004102900013272811	TAHLEQUAH DAILY PRESS 918-4568833 OK	46.50

<b>MANDY D KING</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$312.98	\$0.00	\$312.98

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24270744085900018400015	TAHLEQUAH PRINTING 918-4585511 OK	50.00
03-28	03-27	24801974088690133020495	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	250.00
04-22	04-21	24011344112000064585254	AMAZON RET* 112-237878 WWW.AMAZON.CO WA	12.98





Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-10	04-09	24137464101001513168666	AUTOZONE #0550 TAHLEQUAH OK	42.18
04-11	04-10	24000974101427900021899	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	402.11
04-11	04-10	24000974101427901244284	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	19.52
04-12	04-11	24000974102433600018242	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	69.19
04-15	04-12	24000974103439701575575	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	34.26
04-15	04-12	24000974103439701575583	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	135.99
04-16	04-15	24000974106455802726708	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	28.79
04-16	04-15	24000974106456001502189	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	16.18
04-23	04-22	24000974113496200898559	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	49.60
04-23	04-22	24000974113496401079488	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	5.80
04-24	04-23	24000974114502400899997	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	28.99
04-24	04-23	24492164114000016694046	SP LIBERTYFLAGS.COM HTTPSLIBERTYF OK	205.86
04-25	04-24	24000974115508301260428	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	57.94
04-25	04-24	24270744115900017888107	ADAMS HEAT AIR LLC TAHLEQUAH OK	108.00

<b>KENNETH D. BARNES</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$383.46	\$0.00	\$383.46

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-05	04-03	24455014095141000026426	WAL-MART #0010 TAHLEQUAH OK	16.96
04-08	04-06	24231684098400010717830	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	33.99
04-10	04-09	24692164100106857954078	LOWES #01818* TAHLEQUAH OK	73.98
04-11	04-09	24733094101091491001024	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	35.96
04-19	04-18	24326884110042000060171	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	103.66
04-19	04-18	24435654109762716563659	GALLS 859-266-7227 KY	55.90
04-25	04-24	24231684116400042032495	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	51.95
04-25	04-24	24692164115109085563151	LOWES #01818* TAHLEQUAH OK	11.06

<b>RANDY POWELL</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$1,477.78	\$0.00	\$1,477.78

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-02	04-02	24492164093000013232605	ZOHO-MANAGEENGINE SER HTTPSWWW.ZOHO CA	597.00
04-02	04-01	24692164092100223436571	AMZN MKTP US*XL1YN9AM3 AMZN.COM/BILL WA	40.90
04-02	04-01	24801974092200656100023	VIP TECHNOLOGY SOLUTIONS 918-279-7000 OK	54.00
04-08	04-05	24692164096103519475382	AMZN MKTP US*6Q0SB1JE3 AMZN.COM/BILL WA	259.50
04-12	04-11	24692164102108359152506	AMZN MKTP US*184W006M3 AMZN.COM/BILL WA	149.00
04-15	04-12	24692164103109049634449	AMZN MKTP US*1V21J3P23 AMZN.COM/BILL WA	112.39
04-17	04-16	24692164107102263339668	AMAZON.COM*AV34Y0JX3 AMZN.COM/BILL WA	59.99
04-19	04-18	24692164109104113538083	AMZN MKTP US*7K4VH2DN3 AMZN.COM/BILL WA	205.00

<b>ELLIOT REIF</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$1,302.14	\$0.00	\$1,302.14

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24744004086900012068731	TAHLEQUAH DAILY PRESS 918-4568833 OK	46.76
04-01	03-29	24744004089900012369458	TAHLEQUAH DAILY PRESS 918-4568833 OK	84.14
04-05	04-04	24692164095102687305273	AMZN MKTP US*UP21E3YR3 AMZN.COM/BILL WA	10.81
04-09	04-08	24692164099106053890301	AMZN MKTP US*VD33U1X23 AMZN.COM/BILL WA	186.69



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-15	04-12	24692164103109211527660	WPY*FEDERAL GRANTS TRAINI 855-999-3729 GA	199.00
04-17	04-16	24116414107067531670912	VINYLDISORD 866-723-3726 CA	133.50
04-22	04-21	24692164112106731428857	AMAZON.COM*3442T14E3 AMZN.COM/BILL WA	69.99
04-23	04-22	24692164113107334787706	AMZN MKTP US*HV9215X53 AMZN.COM/BILL WA	19.78
04-23	04-22	24692164113107334987330	AMZN MKTP US*DW6AD9AF3 AMZN.COM/BILL WA	92.17
04-25	04-24	24692164115109251772123	HRDIRECT/POSTERGUARD 800-888-4040 FL	459.30

<b>SEAN VALDEZ</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$228.34	\$0.00	\$228.34

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	24431054094838000098844	O'REILLY 187 TAHLEQUAH OK	181.44
04-03	04-02	24692164093100984911746	LOWES #01818* TAHLEQUAH OK	15.98
04-12	04-11	24692164102108477841972	LOWES #01818* TAHLEQUAH OK	30.92

<b>LARRY P BLACKMAN</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$112.95	\$0.00	\$112.95

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-01	24733094093091495000741	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	112.95

<b>JOHN W SUTTON</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$0.00	\$464.01	\$0.00	\$464.01

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-04	04-03	24000974094387500065515	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	28.73
04-11	04-10	24000974101427900054726	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	18.32
04-24	04-23	24431054115838001278432	O'REILLY 187 TAHLEQUAH OK	31.98
04-25	04-23	24733094115091499000055	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	349.99
04-25	04-24	24801974115400159000661	TAHLEQUAH LUMBER TAHLEQUAH OK	34.99

<b>WILLIAM HARRIS</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]	\$78.56	\$6,431.54	\$0.00	\$6,352.98

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24431064086636000034036	PTG OF TULSA TULSA OK	79.68
03-27	03-26	24801974086400159000229	TAHLEQUAH LUMBER TAHLEQUAH OK	67.38
03-29	03-28	74193044089000010871972	WELDON PARTS MUSKOGEE MUSKOGEE OK	51.00 CR
04-01	03-29	24801974089400155000139	TAHLEQUAH LUMBER TAHLEQUAH OK	45.45
04-02	04-01	24431064093636000024673	PTG OF TULSA 918-445-5300 OK	289.99
04-03	04-02	24275394093900018931208	ASCO TULSA 806-7452000 OK	107.28
04-04	04-02	24034544094000288066693	CHRISS QUICK LUBE LLC TAHLEQUAH OK	68.42
04-04	04-03	24431054095838000406186	O'REILLY 187 TAHLEQUAH OK	73.58
04-04	04-03	24755424094260948847047	P AND K EQUIPMENT MUSKOGEE MUSKOGEE OK	952.00



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-04	04-03	24801974094400153000050	TAHLEQUAH LUMBER TAHLEQUAH OK	267.93
04-05	04-04	2443105409520000000057	DAVID'S DISC T HASKELL OK	454.48
04-05	04-04	24801974095400155000024	TAHLEQUAH LUMBER TAHLEQUAH OK	251.85
04-08	04-05	24055224096207509300089	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	96.94
04-09	04-08	24707804099027017582665	FAMERS CO-OP TAHLEQUAH OK	40.00
04-10	04-09	24275394100900019431688	ASCO TULSA 806-7452000 OK	789.19
04-10	04-09	24275394100900019431704	ASCO TULSA 806-7452000 OK	97.95
04-10	04-09	24801974100400153000292	TAHLEQUAH LUMBER TAHLEQUAH OK	182.13
04-11	04-10	24137464102001546755405	TRACTOR SUPPLY #1173 TAHLEQUAH OK	11.16
04-11	04-10	24412954101006000011648	TRUCK 1104 BATTERY 800-828-1629 MO	39.96
04-11	04-10	24755424101261018441399	P AND K EQUIPMENT MUSKOGEE MUSKOGEE OK	641.73
04-12	04-11	24055224102207509700058	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	512.08
04-12	04-11	24275394102900019631954	ASCO TULSA 806-7452000 OK	95.45
04-16	04-15	24137464107001656082090	TRACTOR SUPPLY #1173 TAHLEQUAH OK	309.99
04-16	04-15	24801974106400153000155	TAHLEQUAH LUMBER TAHLEQUAH OK	61.98
04-16	04-15	24801974106400153000395	TAHLEQUAH LUMBER TAHLEQUAH OK	16.99
04-17	04-16	24275394107900019932373	ASCO TULSA 806-7452000 OK	56.15
04-17	04-16	24692164107102575148070	LOWES #01818* TAHLEQUAH OK	69.00
04-17	04-16	24801974107400155000418	TAHLEQUAH LUMBER TAHLEQUAH OK	23.98
04-18	04-17	24692164108103385088711	LOWES #01818* TAHLEQUAH OK	27.56
04-18	04-17	24707804108027018565999	FAMERS CO-OP TAHLEQUAH OK	344.00
04-18	04-17	24755424108271080441501	P AND K EQUIPMENT MUSKOGEE MUSKOGEE OK	357.26
04-24	04-23	74692164114108258250246	LOWES #01818* TAHLEQUAH OK	27.56 CR

**BRIAN L LAMBERT**

<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
\$0.00	\$372.50	\$0.00	\$372.50

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-08	04-05	24431064097400482313963	OK CORP COMM GENERAL EGOV.COM OK	50.00
04-08	04-05	24733094097400869028020	OK.GOV EGOV.COM OK	1.50
04-18	04-17	24915074109400267000355	SHANGRI-LA HOTEL AFTON OK	321.00

**CHRIS L ARMSTRONG**

<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
\$0.00	\$6,020.71	\$0.00	\$6,020.71

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-27	03-26	24492154086852687747130	SOLID WASTE ASSOCIA 800-467-9262 MD	290.00
03-27	03-27	24801974087207571000011	MORGAN TOWING & RECOVERY 918-683-3776 OK	332.80
04-02	04-01	24915074092286098400057	4G SERVICE & SUPPLY INC TAHLEQUAH OK	70.30
04-09	04-08	24207854099032800450583	DICKSON EQUIPMENT COMPANY 214-7416337 TX	1,203.72
04-09	04-08	24801974100690995346222	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	150.00
04-18	04-17	24540454108182500022036	CHEROKE COUNTY TAG 918-4532889 OK	95.60
04-18	04-17	24692164108103455783696	IN *ALLRIGGS LLC 918-2103022 OK	1,120.31
04-19	04-18	24416064109900011300014	SPRINGWATER FENCE CO PARK HILL OK	1,221.92
04-19	04-19	24430994110083712854766	DMI* DELL K-12/GOVT 800-981-3355 TX	1,070.11
04-22	04-20	24034544111002393408231	CONOCO - DANOS CONOCO TAHLEQUAH OK	52.85
04-22	04-20	24941664112838000291313	FUELSMART MUSKOGEE OK	325.00
04-25	04-23	24034544115003069729476	CHRISS QUICK LUBE LLC TAHLEQUAH OK	88.10

**VICKI JOHNSON**

<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
\$541.55	\$6,159.64	\$0.00	\$5,618.09



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 04-25-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-26	03-25	24801974085400157000206	TAHLEQUAH LUMBER TAHLEQUAH OK	29.98
03-27	03-26	74257614086900013921730	MAXWELL SUPPLY COMPANY IN 800-3653388 OK	45.44 CR
03-27	03-26	24326884087042000029100	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	1,440.66
04-03	04-02	24207854093178000282965	YELLOW HOUSE MACHINERY CO SAND SPRINGS OK	93.56
04-09	04-08	74431054100838001719973	O'REILLY 187 TAHLEQUAH OK	496.11 CR
04-09	04-08	24431054100838001007374	O'REILLY 187 TAHLEQUAH OK	507.12
04-10	04-09	2423168410120000000030	RUSH TRK CTR TULSA TULSA OK	1,676.00
04-11	04-10	24231684102200000000112	RUSH TRK CTR TULSA TULSA OK	1,085.58
04-18	04-17	24412954108006000011724	TRUCK 1104 BATTERY 800-828-1629 MO	103.61
04-24	04-23	24231684115200000000034	RUSH TRK CTR TULSA 918-447-8630 OK	938.40
04-24	04-23	24431054115838001103481	O'REILLY 187 TAHLEQUAH OK	27.86
04-25	04-24	24412954115006000011840	TRUCK 1104 BATTERY 800-828-1629 MO	256.87

<b>JOE ENLOW JR</b> [REDACTED]	<b>CREDITS</b> \$39.89	<b>PURCHASES</b> \$60.55	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$20.66
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-01	03-30	24137464092000950958572	AUTOZONE #0550 TAHLEQUAH OK	39.89
04-02	03-30	74137464092001038080442	AUTOZONE #0550 TAHLEQUAH OK	39.89 CR
04-08	04-05	24692164096103491406462	LOWES #01818* TAHLEQUAH OK	17.88
04-15	04-11	24733094103091495000269	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	2.78



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4f  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

**Item Title**

Acknowledge receipt of the **April 2024 Open PO Report.**

**Background**

Regular monthly agenda item.

**Exhibits**

1. 05.06.2024 April Open PO

**Funding Source**

**Request**

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
<b>AIRPORT</b>									
84837	BancFirst	1650	499214	07/01/2023	10,000.00	.00	.00	10,000.00	No
84894	William Marvin Johnson LLC	17803	499270	07/06/2023	3,600.00	3,300.00	.00	300.00	No
85362	DBT Transportation Services LL	4550	499718	11/02/2023	1,100.00	.00	.00	1,100.00	No
85654	Third Generation Electrical, Inc.	157919	499993	02/15/2024	5,890.00	.00	.00	5,890.00	No
85774	DBT Transportation Services LL	4550	500104	03/26/2024	1,100.00	.00	.00	1,100.00	No
Total AIRPORT:					21,690.00	3,300.00	.00	18,390.00	
<b>CEMETERY</b>									
84934	Richard Smith	13880	499312	07/10/2023	35,000.00	20,650.00	.00	14,350.00	No
85130	Greg's Port-A-Potties	6740		08/23/2023	825.00	675.00	.00	150.00	No
85152	One Source Water, LLC	157851	499523	08/28/2023	500.00	197.75	.00	302.25	No
85580	BancFirst	1650	499925	01/26/2024	2,500.00	.00	.00	2,500.00	No
Total CEMETERY:					38,825.00	21,522.75	.00	17,302.25	
<b>CITY CLERK</b>									
85410	BancFirst	1650	499768	11/21/2023	5,000.00	.00	.00	5,000.00	No
Total CITY CLERK:					5,000.00	.00	.00	5,000.00	
<b>Compliance</b>									
85863	BancFirst	1650	500190	04/26/2024	10,000.00	.00	.00	10,000.00	No
85870	Construction Industries Board	3840	500196	04/30/2024	35.00	.00	.00	35.00	No
Total Compliance:					10,035.00	.00	.00	10,035.00	
<b>EMERGENCY MANAGEMENT</b>									
85388	CDL Electric Co., Inc.	2490	499745	11/08/2023	284.05	.00	.00	284.05	No
85800	CDL Electric Co., Inc.	2490	500129	04/02/2024	4,256.20	.00	.00	4,256.20	No
85867	BancFirst	1650	500194	04/26/2024	500.00	.00	.00	500.00	No
Total EMERGENCY MANAGEMENT:					5,040.25	.00	.00	5,040.25	
<b>FIRE</b>									
85036	Casco Industries, Inc	2665	499411	07/13/2023	1,150.00	.00	.00	1,150.00	No
85208	Stryker Sales LLC	158547	499572	09/12/2023	2,700.00	.00	.00	2,700.00	No
85655	KNOX COMPANY	158076	499894	02/15/2024	194.00	.00	.00	194.00	No
85703	Pro Lawn & Landscape	13085	500039	03/04/2024	1,537.00	.00	.00	1,537.00	No
85718	One Source Water, LLC	157851	500052	03/07/2024	500.00	115.83	.00	384.17	No
85779	BancFirst	1650	500109	03/26/2024	10,000.00	.00	.00	10,000.00	No
85869	AT&T Mobility II LLC (FIRE)	246		04/30/2024	555.52	.00	.00	555.52	No
Total FIRE:					16,636.62	115.83	.00	16,520.69	
<b>HOTEL MOTEL FUND</b>									
85013	Chamber of Commerce	2794	499390	07/24/2023	79,209.00	65,347.43	.00	13,861.57	No
85013	Chamber of Commerce	2794	499390	07/24/2023	3,700.00	3,052.50	.00	647.50	No
85013	Chamber of Commerce	2794	499390	07/24/2023	7,750.00	6,393.75	.00	1,356.25	No
85013	Chamber of Commerce	2794	499390	07/24/2023	1,500.00	1,237.50	.00	262.50	No
85013	Chamber of Commerce	2794	499390	07/24/2023	195,361.00	161,172.83	.00	34,188.17	No
85013	Chamber of Commerce	2794	499390	07/24/2023	2,500.00	2,062.50	.00	437.50	No
85013	Chamber of Commerce	2794	499390	07/24/2023	12,010.00	9,908.25	.00	2,101.75	No
85013	Chamber of Commerce	2794	499390	07/24/2023	60,338.00	43,334.48	.00	17,003.52	No

Summary Report - Open Purchase Orders

Report Dates: All - 04/24

PO Number	Vendor Name	Vendor	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
<b>IT</b>									
Total HOTEL MOTEL FUND:									
85583	BancFirst	1650	499926	01/30/2024	2,000.00	.00	.00	2,000.00	No
Total IT:					2,000.00	.00	.00	2,000.00	
<b>LAW ENFORCEMENT</b>									
84842	Total Pest Control	16510	499218	07/05/2023	500.00	75.00	.00	425.00	No
84847	TYR Tactical LLC	158467	499223	07/05/2023	1,400.00	.00	.00	1,400.00	No
84903	A & C Fire Extinguisher, Inc	170	499279	07/06/2023	1,000.00	.00	.00	1,000.00	No
84904	CivicPlus, Inc.	3465	499280	07/06/2023	4,700.00	.00	.00	4,700.00	No
84906	OTA	12390	499282	07/06/2023	1,000.00	15.20	.00	984.80	No
84919	National Association of School	11065	499295	07/06/2023	40.00	.00	.00	40.00	No
85094	Cintas Corp #2	3380	499468	08/10/2023	1,032.00	860.00	.00	172.00	No
85095	Cintas Corp #2	3380	499469	08/10/2023	1,000.00	963.31	.00	36.69	No
85113	GT Distributors - Austin	6825	499487	08/21/2023	1,349.68	.00	.00	1,349.68	No
85215	Galls, Inc	6160	499578	09/14/2023	200.00	.00	.00	200.00	No
85235	Galls, Inc	6160	499597	09/22/2023	552.00	.00	.00	552.00	No
85330	Street Cop Training	158562	499687	10/24/2023	1,125.00	.00	.00	1,125.00	No
85430	GT Distributors - Austin	6825	499779	11/29/2023	4,990.48	2,302.84	.00	2,677.64	No
85443	Walker Companies	17420	499795	12/04/2023	420.00	89.00	.00	331.00	No
85479	TYR Tactical LLC	158467	499830	12/19/2023	61,708.92	.00	.00	61,708.92	No
85481	Northwest Fire Protection, Inc.	158372	499832	12/19/2023	255.00	.00	.00	255.00	No
85530	OK Board of Tests	11570	499877	01/08/2024	250.00	48.00	.00	202.00	No
85582	Applied Concepts, Inc.	1186	499921	01/30/2024	14,800.00	.00	.00	14,800.00	No
85645	Galls, Inc	6160	499984	02/13/2024	200.00	.00	.00	200.00	No
85645	Galls, Inc	6160	499984	02/13/2024	20.00	.00	.00	20.00	No
85668	Applied Concepts, Inc.	1186	500007	02/22/2024	19,490.00	.00	.00	19,490.00	No
85678	GT Distributors - Austin	6825	500016	02/23/2024	1,972.84	1,707.05	.00	265.79	No
85723	Galls, Inc	6160	500057	03/08/2024	880.00	.00	.00	880.00	No
85743	Ok DARE Officers Association	11700	500076	03/14/2024	321.00	.00	.00	321.00	No
85750	Law Enforcement Psychological	9471	500083	03/18/2024	750.00	260.00	.00	490.00	No
85756	Bill's Body Shop	2010	500088	03/19/2024	8,834.70	.00	.00	8,834.70	No
85773	Walker Companies	17420	500103	03/26/2024	105.50	.00	.00	105.50	No
85821	Walker Companies	17420	500150	04/09/2024	115.00	.00	.00	115.00	No
85824	Cherokee County Detention	3050	500144	04/09/2024	1,500.00	.00	.00	1,500.00	No
85850	Tahlequah Printing Co	15900	500178	04/23/2024	240.00	.00	.00	240.00	No
85866	BancFirst	1650	500193	04/26/2024	5,000.00	.00	.00	5,000.00	No
Total LAW ENFORCEMENT:					135,742.12	6,320.40	.00	129,421.72	
<b>LIBRARY</b>									
84943	TK Elevator	16370	499319	07/11/2023	5,277.96	4,116.81	.00	1,161.15	No
84956	BancFirst	1650		07/12/2023	200.00	.00	.00	200.00	No
85565	Total Pest Control	16510	499910	01/22/2024	390.00	195.00	.00	195.00	No
Total LIBRARY:					5,867.96	4,311.81	.00	1,556.15	
<b>MAINTENANCE</b>									
85172	Ok Dept of Labor	11740	499539	09/05/2023	300.00	.00	.00	300.00	No
85556	UniFirst Holdings Inc	16985	499903	01/17/2024	1,282.50	863.00	.00	419.50	No
85777	BancFirst	1650	500107	03/26/2024	10,000.00	.00	.00	10,000.00	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
<b>Total MAINTENANCE:</b>									
					11,582.50	863.00	.00	10,719.50	
<b>MANAGERIAL</b>									
84839	Pitney Bowes	12910	499216	07/01/2023	685.20	513.90	.00	171.30	No
84849	Chafin Surveying, LLC	2793	499225	07/05/2023	1,000.00	.00	.00	1,000.00	No
84887	Ok Municipal Assurance Group	11920	499263	07/05/2023	60,883.50	49,869.00	.00	11,014.50	No
84889	Crawford & Associates, P.C.	158006	499265	07/05/2023	55,000.00	.00	.00	55,000.00	No
84927	Ok Production Ctr, Inc	12000	499305	07/10/2023	27,600.00	20,700.00	.00	6,900.00	No
84928	ESRI	31031	499306	07/10/2023	400.00	.00	.00	400.00	No
84931	Consolidated Communications	157988	499309	07/10/2023	13,956.00	11,704.57	.00	2,251.43	No
84942	TK Elevator	16370	499318	07/11/2023	6,451.68	5,032.32	.00	1,419.36	No
84944	Ok Production Ctr, Inc	12000	499320	07/11/2023	20,000.04	16,666.70	.00	3,333.34	No
84953	Northeastern Health System	11314	499329	07/11/2023	500.00	.00	.00	500.00	No
84954	Integrus	7850	499330	07/11/2023	1,800.00	.00	.00	1,800.00	No
84999	Compliance Resource Group INC	158437	499376	07/19/2023	1,800.00	1,275.00	.00	525.00	No
85017	Ok Municipal Assurance Group	11920	499392	07/25/2023	98,747.20	97,606.00	.00	1,141.20	No
85017	Ok Municipal Assurance Group	11920	499392	07/25/2023	24,866.80	24,430.00	.00	256.80	No
85032	A T & T	215	499408	07/28/2023	1,377.12	1,092.78	.00	284.34	No
85048	Chamber of Commerce	2795	499423	08/03/2023	7,500.00	6,250.00	.00	1,250.00	No
85050	Cook Construction	3880	499425	08/03/2023	187,714.00	176,822.55	.00	10,891.45	No
85085	Your Health, LLC	158277	499459	08/08/2023	1,300.00	500.00	.00	800.00	No
85179	Hammonds, Hamby, and Price PL	158459	499544	09/06/2023	46,208.33	34,333.36	.00	11,874.97	No
85264	31 Dynamic Group	158499	499626	09/28/2023	7,828.56	5,871.42	.00	1,957.14	No
85317	Arledge & Associates	1235	499675	10/18/2023	44,225.00	40,603.00	.00	3,622.00	No
85366	Ritchie, Rock, McBride & Atwood	158110	499723	11/02/2023	10,000.00	8,506.57	.00	1,493.43	No
85384	Freese and Nichols, Inc.	158489	499741	11/08/2023	814,763.00	175,968.37	.00	638,794.63	No
85464	Total Pest Control	16510	499816	12/11/2023	700.00	195.00	.00	505.00	No
85472	On Call Services and Rentals, LL	158324	499823	12/14/2023	1,080.00	540.00	.00	540.00	No
85504	Assoc Veterinary Clinic	1330	499856	12/28/2023	35.00	.00	.00	35.00	No
85552	Crowe & Dunlevy	158573	499899	01/17/2024	10,000.00	8,049.50	.00	1,950.50	No
85562	Kelly Engineering & Assoc, Inc	9050	499908	01/19/2024	14,240.00	12,540.00	.00	1,700.00	No
85567	Lake Region Electric-Telecom	157846	499912	01/22/2024	500.00	.00	.00	500.00	No
85602	Rachel Dallis	158160	499946	02/05/2024	13,200.00	3,475.00	.00	9,725.00	No
85604	Liberty Flags Incorporated	9620	499948	02/05/2024	200.00	.00	.00	200.00	No
85616	JD Carey, CPA	158376	499958	02/06/2024	50.00	.00	.00	50.00	No
85622	Voss Electric Co	158044	499963	02/08/2024	199,920.00	34,551.70	.00	165,368.30	No
85622	Voss Electric Co	158044	499963	02/08/2024	286,074.00	.00	.00	286,074.00	No
85623	One Source Water, LLC	157851	499964	02/08/2024	500.00	147.79	.00	352.21	No
85624	Ascensis Corporation (Prior- Novat	158045	499965	02/08/2024	1,519.04	.00	.00	1,519.04	No
85642	Homebase	158579	499981	02/13/2024	41,531.00	.00	.00	41,531.00	No
85697	Compliance Resource Group INC	158437	500033	02/29/2024	1,800.00	1,350.00	.00	450.00	No
85722	Tahlequah Main Street Assoc.	15870	500056	03/08/2024	9,000.00	.00	.00	9,000.00	No
85728	Abercrombie Consulting, LLC	158591	500061	03/11/2024	18,500.00	.00	.00	18,500.00	No
85735	Arkholia Sand & Gravel	1230	500068	03/13/2024	20,328.00	.00	.00	20,328.00	No
85810	Calvin & Son Roofing	158492	500138	04/05/2024	42,250.00	.00	.00	42,250.00	No
85810	Calvin & Son Roofing	158492	500138	04/05/2024	42,250.00	.00	.00	42,250.00	No
85823	Compliance Resource Group INC	158437	500152	04/09/2024	1,200.00	.00	.00	1,200.00	No
85829	Rhonda Norris RVT	158530	500157	04/10/2024	1,050.00	350.00	.00	700.00	No
85830	Elijah Spray VT	158596	500158	04/10/2024	200.00	.00	.00	200.00	No
85834	Freese and Nichols, Inc.	158489	500161	04/15/2024	13,253.00	.00	.00	13,253.00	No
85846	Tim M Synar	158472	500174	04/22/2024	1,400.00	.00	.00	1,400.00	No
85847	Rhonda Norris RVT	158530	500175	04/22/2024	500.00	.00	.00	500.00	No
85848	Elijah Spray VT	158596	500176	04/22/2024	200.00	.00	.00	200.00	No
85855	Rhonda Norris RVT	158530	500183	04/24/2024	350.00	.00	.00	350.00	No
85860	Lochner	9691	500187	04/26/2024	3,966.80	.00	.00	3,966.80	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85861	Wheeler Metals, Inc	17720	500188	04/26/2024	604.00	.00	.00	604.00	No
85865	BancFirst	1650	500192	04/26/2024	5,000.00	.00	.00	5,000.00	No
Total MANAGERIAL:					2,165,827.	738,944.53	.00	1,426,882.74	
<b>Multi-Departmental</b>									
85038	Wight Office Machines	17750	499413	07/31/2023	500.00	428.21	.00	71.79	No
85038	Wight Office Machines	17750	499413	07/31/2023	500.00	281.82	.00	218.18	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	3,801.72	3,226.54	.00	575.18	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.72	195.93	.00	32.79	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.72	195.93	.00	32.79	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.84	196.02	.00	32.82	No
85109	VIP Voice Services LLC	158022		08/16/2023	10,188.00	8,585.80	.00	1,602.20	No
85109	VIP Voice Services LLC	158022		08/16/2023	360.00	300.00	.00	60.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	5,736.00	4,780.00	.00	956.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	8,640.00	7,200.00	.00	1,440.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,892.00	2,410.00	.00	482.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	1,596.00	1,330.00	.00	266.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,028.00	1,690.00	.00	338.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	732.00	610.00	.00	122.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,328.00	1,940.00	.00	388.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	1,164.00	970.00	.00	194.00	No
85163	Finish Line Fuels	158013	499533	08/31/2023	300.00	.00	.00	300.00	No
85163	Finish Line Fuels	158013	499533	08/31/2023	300.00	39.30	.00	260.70	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	24,200.00	6,696.30	12,503.70	5,000.00	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	360.00	163.99	.00	196.01	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	220.00	30.38	.00	189.62	No
85205	AT&T Mobility II LLC (CITY HALL)	157971		09/12/2023	626.92	575.38	.00	51.54	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	1,500.00	755.05	.00	744.95	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	150.00	7.89	.00	142.11	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	150.00	50.82	.00	99.18	No
85519	OTA	12390	499867	01/04/2024	60.00	10.70	.00	49.30	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85519	OTA	12390	499867	01/04/2024	60.00	22.30	.00	37.70	No
85519	OTA	12390	499867	01/04/2024	120.00	8.50	.00	111.50	No
85519	OTA	12390	499867	01/04/2024	90.00	12.75	.00	77.25	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85519	OTA	12390	499867	01/04/2024	120.00	20.05	.00	99.95	No
85519	OTA	12390	499867	01/04/2024	30.00	17.80	.00	12.20	No
85519	OTA	12390	499867	01/04/2024	30.00	9.60	.00	20.40	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	653.64	326.82	.00	326.82	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	653.64	326.82	.00	326.82	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	1,240.92	758.34	.00	482.58	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	594.00	54.00	.00	540.00	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	800.00	132.00	.00	668.00	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	100.00	.00	.00	100.00	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	3,000.00	2,443.59	.00	556.41	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	18,000.00	12,663.16	.00	5,316.84	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	120.00	.00	.00	120.00	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	18,000.00	8,845.00	.00	9,155.00	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	4,000.00	3,522.72	.00	477.28	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	500.00	289.54	.00	210.46	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	1,200.00	507.89	.00	692.11	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	400.00	256.33	.00	143.67	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	400.00	142.98	.00	257.02	No

Summary Report - Open Purchase Orders

Report Dates: All - 04/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	200.00	30.13	.00	169.87	No
85638	Fuelman of Oklahoma or	6080	499977	02/13/2024	800.00	799.94	.00	.06	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	10,492.72	2,623.18	.00	7,869.54	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	61,859.04	10,916.14	.00	50,942.90	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	8,932.64	2,233.16	.00	6,699.48	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	5,173.40	1,293.35	.00	3,880.05	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	10,492.72	1,460.70	.00	9,032.02	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	5,173.40	1,380.45	.00	3,792.95	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	100.00	.00	.00	100.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	3,000.00	.00	.00	3,000.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	18,000.00	.00	.00	18,000.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	120.00	.00	.00	120.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	18,000.00	.00	.00	18,000.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	4,000.00	.00	.00	4,000.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	500.00	.00	.00	500.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	1,200.00	.00	.00	1,200.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	.00	.00	400.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	.00	.00	400.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	200.00	.00	.00	200.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	1,200.00	.00	.00	1,200.00	No
Total Multi-Departmental:					269,465.04	93,787.30	12,503.70	163,174.04	
<b>MUNICIPAL JUDGE</b>									
84885	Bill John Baker II	2020	499261	07/05/2023	32,000.00	24,340.00	.00	7,660.00	No
85778	BancFirst	1650	500108	03/26/2024	5,000.00	.00	.00	5,000.00	No
Total MUNICIPAL JUDGE:					37,000.00	24,340.00	.00	12,660.00	
<b>PARKS &amp; RECREATION</b>									
84893	LawnStars Landscaping, LLC	158388	499269	07/06/2023	37,800.00	33,000.00	.00	4,800.00	No
84922	Mike Palmer	10580	499300	07/06/2023	40,685.00	32,208.80	.00	8,476.20	No
85077	4-G Service & Supply Inc.	150	499451	08/08/2023	90.00	23.65	.00	66.35	No
85491	D & B Rodgers Construction & So	4240	499842	12/21/2023	4,200.00	.00	.00	4,200.00	No
85491	D & B Rodgers Construction & So	4240	499842	12/21/2023	10,120.00	.00	.00	10,120.00	No
85739	Bull Tuff Mud Company Ready Mi	2415	500072	03/14/2024	5,358.00	4,663.00	.00	705.00	No
85776	Cheryl Ann Leeds	158587	500106	03/26/2024	910.00	172.50	.00	737.50	No
85864	BancFirst	1650	500191	04/26/2024	10,000.00	.00	.00	10,000.00	No
85871	Ryoad LLC	158518	500197	04/30/2024	864.00	.00	.00	864.00	No
85872	Ewing Irrigation Products Inc	5580	500198	04/30/2024	323.83	.00	.00	323.83	No
Total PARKS & RECREATION:					110,350.83	70,057.95	.00	40,292.88	
<b>SOLID WASTE SERVICES</b>									
85055	Total Pest Control	16510	499431	08/03/2023	1,000.00	800.00	.00	200.00	No
85082	ATC Freightliner Group	1350	499456	08/08/2023	220,196.00	.00	.00	220,196.00	No
85101	One Source Water, LLC	157851	499475	08/14/2023	1,000.00	277.75	.00	722.25	No
85127	ATC Freightliner Group	1350	499500	08/23/2023	158,038.00	.00	.00	158,038.00	No
85516	ATC Freightliner Group	1350	499865	01/03/2024	104,388.00	.00	.00	104,388.00	No
85558	UniFirst Holdings Inc	16985	499905	01/17/2024	1,537.50	1,020.51	.00	516.99	No
85704	Associated Supply Co Inc	158503	500040	03/04/2024	7,792.00	6,511.56	.00	1,280.44	No
85715	Muskogee Communications, Inc	10830	500049	03/07/2024	9,657.00	.00	.00	9,657.00	No
85764	Morgan Towing & Recovery	10727	500096	03/22/2024	2,000.00	.00	.00	2,000.00	No
85789	ATC Freightliner Group	1350	500119	03/28/2024	3,124.23	.00	.00	3,124.23	No
85790	Capes Lawn Care	158015	500120	03/29/2024	2,000.00	.00	.00	2,000.00	No
85802	Waste Management	17510	500131	04/02/2024	60,000.00	26,949.34	.00	33,050.66	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85809	ATC Freightliner Group	1350	500137	04/05/2024	2,863.30	.00	.00	2,863.30	No
85841	Weldon Truck Parts	17620	500168	04/18/2024	2,748.48	.00	.00	2,748.48	No
85862	BancFirst	1650	500188	04/26/2024	15,000.00	.00	.00	15,000.00	No
Total SOLID WASTE SERVICES:					591,344.51	35,559.16	.00	555,785.35	
<b>STORMWATER MANAGEMENT FUND</b>									
85312	Accurate Environmental LLC	389	499670	10/16/2023	2,750.00	1,650.00	.00	1,100.00	No
85411	BancFirst	1650	499769	11/21/2023	5,000.00	.00	.00	5,000.00	No
85853	Green Country Abstract & Title Co	157844	500181	04/24/2024	251,241.00	.00	.00	251,241.00	No
Total STORMWATER MANAGEMENT FUND:					258,991.00	1,650.00	.00	257,341.00	
<b>STREET</b>									
85581	Adrian Farm Supply LLC	500	499929	01/29/2024	300.00	191.16	.00	108.84	No
85754	Larry's Tires	9437	500086	03/19/2024	300.00	80.00	.00	220.00	No
85833	Littlefield Oil Company	158509	500160	04/15/2024	9,150.79	.00	.00	9,150.79	No
85838	Service Oklahoma	12250	500165	04/16/2024	150.00	.00	.00	150.00	No
85854	BancFirst	1650	500182	04/24/2024	10,000.00	.00	.00	10,000.00	No
Total STREET:					19,900.79	271.16	.00	19,629.63	
<b>STREET &amp; ALLEY FUND</b>									
85650	Cherokee County Board of Comm	3010	499989	02/15/2024	1,500.00	824.95	.00	675.05	No
85836	D & B Rodgers Construction & So	4240	500163	04/15/2024	5,796.00	.00	.00	5,796.00	No
85840	Maxwell Supply	10210	500167	04/18/2024	2,125.52	.00	.00	2,125.52	No
85849	Bull Tuff Mud Company Ready Mi	2415	500177	04/22/2024	2,000.00	.00	.00	2,000.00	No
85868	Hutchens Construction Co. (Emer	7650	500195	04/30/2024	3,250.00	.00	.00	3,250.00	No
Total STREET & ALLEY FUND:					14,671.52	824.95	.00	13,846.57	
<b>STREETS &amp; SIDEWALKS</b>									
84845	Holloway, Updike & Bellen, Inc	7530	499221	07/05/2023	2,700.00	.00	.00	2,700.00	No
84994	Guy Engineering Services, Inc.	6840	499371	07/19/2023	5,025.00	1,223.01	.00	3,801.99	No
84995	Guy Engineering Services, Inc.	6840	499372	07/19/2023	24,185.00	4,744.55	.00	19,440.45	No
85043	Holloway, Updike & Bellen, Inc	7530	499418	08/02/2023	92,025.00	34,975.00	.00	57,050.00	No
85051	Cook Construction	3880	499426	08/03/2023	1,199,485.	832,974.25	.00	366,511.25	No
85174	CORE Construction Services of T	158478		09/05/2023	447,452.83	381,567.60	.00	85,885.23	No
85313	Holloway, Updike & Bellen, Inc	7530	499671	10/17/2023	150,000.00	45,000.00	.00	105,000.00	No
85666	Advanced Workzone Services	550	500005	02/21/2024	3,250.00	.00	.00	3,250.00	No
Total STREETS & SIDEWALKS:					1,924,123.	1,280,484.41	.00	643,638.92	
Grand Totals:					6,006,461.	2,574,862.49	12,503.70	3,419,095.45	



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4g  
Meeting Date 5/6/2024  
Initiator Nathan Reed, President/CEO  
Office / Department City of Tahlequah Authorities or Boards

**Item Title**

Accept the **Tahlequah Area Chamber of Commerce** March 2024 Report.

**Background**

TACC will now submit a written report each month in an effort to open communication and keep everyone updated on what is happening at TACC.

**Exhibits**

1. 05.06.2024 TACC City Council Report

**Funding Source**

N/A

**Request**

Accept TACC monthly Report

1. President outreach campaign underway; meeting with members and prospects to grow and strengthen relationships; have a list currently and will be adding as those are completed; let me know if you have someone for me to add.
2. 2024 TACC Community Cooperative Campaign ready for Board approval; changes include Honor Grad expansion to include County Schools, Back to School Breakfast growth for swag bags at County Schools, Connect to Tahlequah becomes separate events for schools, and limited cost increases on Annual Banquet specific sponsorship tiers.
3. Annual Membership Packets being prepared now and will start delivering soon.
4. Board Election period almost complete; slate coming to full Board for approval in May.

#### Upcoming Events

1. Monthly Mingle – May 3rd at 8 am at A Bloom Flowers and Gifts
2. Honor Graduate Luncheon – May 9<sup>th</sup> at 11 am at NSU Ballroom
3. Leadership Tahlequah Economic Development Day – May 16<sup>th</sup> all day
4. Business After Hours – May 23<sup>rd</sup> 4-6 pm at Piddles Cajun Bar and Grill
5. TYPE – May 28<sup>th</sup> at 5 pm at A Bloom Flowers and Gifts



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4h  
Meeting Date 5/6/2024  
Initiator Nathan Reed, President/CEO  
Office / Department City of Tahlequah Authorities or Boards

## Item Title

Accept the **TACC-Tour Tahlequah** March 2024 Report.

## Background

TACC/Tour Tahlequah will now submit a written report each month in an effort to open communication and keep everyone updated on what is happening at TACC/Tour Tahlequah.

## Exhibits

1. 05.06.2024 Tour Tahlequah March Report (1)

## Funding Source

N/A

## Request

Accept Monthly Report.



## Tourism Department Report

### HIGHLIGHTS:

- Crawfish Festival billboards, radio, targeted social media ads
- Red Fern Marketing billboards, radio and social media
- Fiesta De Mayo
- Texas Rangers Program
- Dallas Mavericks Program
- Cotton Bowl Program

### UPCOMING:

- Colorado Bass Masters
- Summer Promotions
- Red Bud Awards
- First and Football (Griffin Communications program in August)
- Ultimate Gift Guide (back in the list for 2024; good numbers from 2023 campaign)



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4i  
Meeting Date 5/6/2024  
Initiator Nathan Reed, President/CEO  
Office / Department City of Tahlequah Authorities or Boards

## Item Title

Accept Tahlequah Regional Development Authority's April 2024 Report.

## Background

TRDA will now submit a written report each month in an effort to open communication and keep everyone updated on what is happening at TRDA.

## Exhibits

1. 05.06.2024 April TRDA City Report

## Funding Source

N/A

## Request

Accept monthly report.

## **HAMMRC**

1. Survey with Brian Hail at CNHS, and Burch Wright and Jack Morris with Washington Regional completed, using information and connections to start more meetings; main connections were Medline (had initial meeting) and McKesson (in communication for a meeting).
2. After meeting with first supplier, it became evident we needed a second survey for them as the first was geared towards healthcare providers and we need one geared towards healthcare manufacturers now; Nathan and Wayne working on the second survey for connections.
3. CN has agreed to work with HAMMRC leadership and communities to make marketing videos for sites and the region for recruitment.

## **Provalus**

1. Renovation at Workman's back underway, completion date first part of June; floor plan changes from initial, but site will now have windows on the second floor and have approximately 200 desks for employees.
2. Sign work to begin once permit ready from City, will look very similar to existing sign.
3. Grant for Foundry work has been submitted and will know a response by late Summer.

## **Business and Technology Park**

1. Prep Grant work to begin soon; Working with TPWA on MOU for final Prep Grant.
2. CWELL and Shafa contracts approved and pending; waiting on surveys for closing to be finalized.
3. Taber has steel up on the 15,000 sq ft building and continues moving forward.

## **Other items**

1. Finishing the bank account and sending invoice to City for the \$176,000 for the Job Creation Incentive; received a 3.2% interest rate locked for the entirety of the 4 years needed from Local Bank.
2. Josh Allen and Josh Hutchins leading charge for recurring revenue opportunities; City and County meetings went well and will continue moving discussions forward with both.
3. Startup Stories with Dillin, Steve, and Christy was a success; will continue to be quarterly and may be joint with Chamber's Business After Hours event in future.
4. Meetings with The People Perspective on hosting a 4 part HR cohort in May 2024; partnering with CN Innovation Hub on seminars/workshops, looking at the possibility of a small business bootcamp partnership
5. Cross Industries moving forward with permits and relocation, hope to announce to community soon.
6. Housing Group will be called back together to discuss housing within the community and needs moving forward; also looking at ways to create affordable single family and multifamily housing; meetings upcoming with housing authorities and developers.
7. Working with downtown developer on data points and community information for pitch to investors for a large scale development.



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4j  
Meeting Date 5/6/2024  
Initiator Stephen Highers, Councilman Ward 3  
Office / Department City of Tahlequah Authorities or Boards

**Item Title**

Accept the **Northeastern Health Authority's** April 2024 report.

**Background**

**Exhibits**

1. 06.06.2024 NHS Admin Report - May 2024

**Funding Source**

**Request**

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**MEMORANDUM**

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**DATE:** MAY 6, 2024

**TO:** CITY OFFICIALS

**FROM:** NORTHEASTERN HEALTH SYSTEM

**RE:** ADMINISTRATIVE REPORT – APRIL 2024

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**I. PEOPLE**

**A. RECRUITMENT**

1. Medical Staff – Tom Schneider, D.O. – Outpatient Internal Medicine agreed to Letter of Intent
2. 2024 Residency Program Recruits
  - a. Tanmay Bangale, D.O. – University of the Incarnate Word School of Osteopathic Medicine
  - b. Pakeezah Bisharat, M.D. – Women Medical College Abbottabad
  - c. Stuart Cano, D.O. – Idaho College of Osteopathic Medicine
  - d. Kaleb Elsayed, D.O. – Oklahoma State University College of Osteopathic Medicine
  - e. Amy Pham, D.O. – Rocky Vista University College of Osteopathic Medicine

**B. HOSPITAL STAFF**

1. Recruitment
  - a. March Contacts
    - 30 via Indeed
    - 223 via email/phone/text
    - 10 Previous RN Applicants
    - Career Fairs:
      - Tulsa Community College Visit 1: 42 Student RN Contacts
      - Tulsa Community College Visit 2: 62 Student RN Contacts
      - Community Care College: 15 Scrub Techs
      - ICTC / Connors State College: 20 RN's, 20 LPN's, PT Assistants, OT Assistants
  - b. 5 Agency Contracts and 10 Internal Contracts
  - c. 22 Total New Hires (5 RN's)
2. Retention
  - a. Volleyball – NHS held a co-ed volleyball tournament at the NSU Fit on March 26. We had several volunteers that helped get teams checked in, referees, a scorekeeper and picture takers. Several employee and family members came out to support the teams. Thanks to the donation from the NSU Foundation, the gym use was included in the membership which allows NHS to continue to provide fun activities for our employees. The EMS team “Signal 30” won the tournament. Photo
4. Recognition
  - a. April Employee of the Month – Paul Lindeke, Lab
    - “I nominate Paul because he is always very pleasant when coming by the TMG Clinic on the bypass. He always has a smile on his face and is more than willing to help in any way possible. He is timely and makes sure all of our lab stuff is sent correctly. If it is not labeled he will

come grab someone to fix it prior to being sent out preventing the patient from having to come in and redo it. We are so thankful for him.”

b. April Rookie of the Month – Stormie Eggers, Patient Registration

“Stormie Eggers is the supervisor over front registration. She has the most pleasant, professional demeanor with our guests and staff every day. Stormie is a master communicator and puts our guests at ease with her positive ‘can do’ attitude. Stormie goes above and beyond every time it is required. I am so proud to serve on her team and have such confidence in my superior. She always finds the answers and is very conscious of others time and needs. She is amazing every day and I’m happy to nominate her for this distinction.”

## II. QUALITY & SAFETY

### A. QUALITY IMPROVEMENT

1. Mobility Chime - NHS has implemented an overhead chime to remind staff to get patients out of bed prior to mealtimes. The chime is an enhancement of the Inpatient Mobility Initiative that has been shown to reduce Length of Stay and increase the percentage of patients discharged home.
2. Quiet Hours Announcement – A hospital wide message asking all who remain in the hospital to observe Quiet Hours will be delivered via the new hospital phone system. The announcement plays overhead daily at 2100 and made its debut on April 5<sup>th</sup>. HCAHPS asks patients about Clean & Quiet. The announcement:

Good evening! QUIET HOURS for Northeastern Health System are now in effect. Your cooperation helps to maintain a peaceful healing environment for the well-being of our patients. Please keep noise to the minimum level during QUIET HOURS. Thank you for understanding and support.

3. NHS Way Training – Quite remarkably, the NHS Way Customer Service Training has fewer than 50 employees left to educate. This project began in February. Kudos to those who developed and rolled out the program.
4. Performance Improvement Highlights
  - a. Education has been working on Hospital Policy through MCN, our policy software. All policies now have a process for approval within the system. Policies Requiring Review have been reduced by 1/3.
  - b. Discharge Planning has evaluated > 90% of inpatients for their discharge needs within 48 hours of admission for 3 consecutive months.
  - c. Sepsis Bundle Treatment Protocol Compliance was 59% for calendar year 2023 (greater than the national average). The mortality rate at NHS was 7% (well below the national average). Variation of the actual length of stay from the geometric or predicted LOS for 332 sepsis patients was ZERO.

## III. SERVICE

### A. PROJECTS

1. Plant Operations and Construction
  - a. 2 East Soiled Utility Room remodel is complete.
  - b. Central Sterile steam leak repair of ceiling and walls.
  - c. Plumbing added to MP Endoscopy for 2<sup>nd</sup> sterilizer.
  - d. HVAC work on Heart Center Unit and 2<sup>nd</sup> Floor
  - e. Passed annual underground diesel fuel state inspection and annual state elevator inspection

#### IV. GROWTH

##### A. MEDIA

1. Social Media & Internet Presence 3/6-4/1
  - a. Facebook reached 3,521 people with 2,701 post-engagements clicks
    - i. Dr. Lana Myers flyer – April 1st, 823 views
    - ii. RN job posting flyer - March 25th, 1,129 views
  - b. NHS Website Traffic 8,684
    - i. Top traffic site Google 4,519
    - ii. Direct address 2,010

##### B. COMMUNITY/STATE INVOLVEMENT

1. Emerald Ball
2. TACC Legislative Focus
3. OHA Care Giver Day
4. OHA Regional Meetings

#### V. FINANCE

- A. Medicare Advantage Plan Update – In an article published by AXIOS, **Moody's Ratings** predicted that 60% of seniors will be enrolled in a MA by 2030. Meanwhile the battles between hospital and MA plans continue. Some providers have already terminated all of their MA contracts and according to **HFMA** 19% of health systems dropped at least one or more MA plans in 2023. Complaints of unnecessary denials, short payments, and untimely authorizations for care were the reasons. **Medicare** has reinforced its use of the two-midnight rule for inpatients. The estimated impact of the two-midnight rule can be felt in this way. **Humana** estimates profit for 2024 to be half of 2023 while **HCA Healthcare**, a for-profit hospital company, projects a “better” bottom line for 2024. **United Healthcare** and other MA’s require hospitals to run eligibility on an electronic platform called **InterQual**. United owns InterQual. The **Biden Administration** still plans to cut MA plans base pay in 2025. Insurers in the AXIOS article agreed that changes would have to be made in order to keep profit margins such as paying less for care, negotiate harder with providers, contract with fewer providers, or reduce enrollee benefits. According to **OHA**, MA plans average profit per enrollee is \$1,773.
- B. HRSA 340b Audit – Closed March 25, 2024 – NHS has worked through the findings of the program audit and implemented the Corrective Action Plan (CAP). At issue were these items: Settlement and repayment to affected manufacturers that responded to correspondence from NHS regarding settlement and Oklahoma Medicaid determined duplicate discounts did not occur as a result of the noncompliance identified in the finding. *Swing beds encounters were included as 340b and as an inpatient encounter, we shouldn't have. Drugs were purchased at 340b pricing and NHS had to pay the manufacturer back the difference between 340b and GPO pricing.*
- C. Sooner Select Launch Update – OHCA rolled out Managed Medicaid under the moniker Sooner Select for all Medicaid Beneficiaries in Oklahoma except the Aged, Blind, & Disabled. Primary care providers are reporting patients have been reassigned to other providers. BetterHealth, an AETNA Subsidiary, has been overwhelmed by traffic on their website and will suspend prior authorizations for many tests and treatments until May 1<sup>st</sup>.
- D. United Healthcare dropped its lawsuit against the Oklahoma Healthcare Authority (Oklahoma Medicaid) claiming wrongdoing in the selection of SoonerSelect MCO’s. Oklahoma hospitals

collectively exhaled upon the announcement from United. Most feared another delay in the rollout of SoonerSelect.

- E. Opioid Grant – NHS applied for and received a grant from the AG office upto the amount of \$130,000. OHA confirmed on Friday that NHS was among the recipients however, NHS has not received official confirmation from the AG.

## **VI. LEGISLATION**

- A. Update on improving Managed Medicaid and building upon legislation passed in 2021 & 2022, OHA will be pursuing:
- Elimination of the sunset on the rate floor. With the sunset in place, MCO's can and probably would pay down to the new rate floor. *Oklahoma House of Representatives has agreed to extend the Medicaid Rate Floor to 2031. OHA Lobbyists are concerned about passage in the Senate. Apparently, the chambers are not cooperating. The floor bill is up in Appropriations sub-committee which it is expected to have an affirmative vote. Next to the full Appropriations Committee where it is expected to have issues. According to OHA, Senate Leadership is concerned that managed care will not be able to produce the savings it promised with the rate floor in place. This is a misunderstanding or a ruse. The program is a capitated plan so the MCO's are paid annually per beneficiary and MCO must manage care of its panel to ensure profitability after year one.*
- B. Medical Debt Legislation – HB 4148 – Oppose. Hospitals would be required to meet the conditions of the Oklahoma Hospital Bill transparency in order to place liens or take legal action for collection of medical debts. *OHA has proposed an amendment to tie the bill to compliance with Federal Regulations.*



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4k  
Meeting Date 5/6/2024  
Initiator Rebecca White, Finance Support  
Office / Department Finance

### Item Title

Accept a **donation from Cherokee Nation** in the amount of \$7,500 for the **Animal Shelter** and amend the budget accordingly.

### Background

Received donation from Cherokee Nation for the City Animal Shelter.

### Exhibits

1. 05.06.2024 CN Donation-Animal Shelter

### Funding Source

Donation from Cherokee Nation

### Request

Accept donation and amend budget accordingly.



CITY OF  
**TAHLEQUAH**  
 OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Rebecca  
 DEPARTMENT: Finance  
 AMENDMENT #:  
 FISCIAL YEAR: 23-24

ACCOUNT #	ACCOUNT NAME	ESTIMATED REVENUE		APPROPRIATIONS	
		Increase	Decrease	Increase	Decrease
425-46-1002	Animal Shelter Donations			\$7,500	
<b>TOTALS</b>					
		\$7,500			

REASON FOR BUDGET AMENDMENT:  
received donation from Cherokee  
Nation.

\_\_\_\_\_  
 CITY ADMINISTRATOR SIGNATURE

\_\_\_\_\_  
 DATE SIGNED

\_\_\_\_\_  
 GOVERNING BODY SIGNATURE

\_\_\_\_\_  
 DATE SIGNED



**CHEROKEE NATION**  
 P.O. BOX 948  
 TAHLEQUAH, OKLAHOMA 74465  
 (918) 453-5000

**ACCOUNTS  
 PAYABLE**  
 (7300)

BANK OF OKLAHOMA

**1004467**

DATE  
 Void After 90 Days  
 04/10/2024

AMOUNT  
 \*\*\*\*\*7,500.00

PAY *Seven Thousand Five Hundred and 00/100 Dollars*

TO THE  
 ORDER  
 OF

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



⑈0 1004467⑈ ⑆ 103900036⑆ 600819513⑈

CHEROKEE NATION  
 TAHLEQUAH, OKLAHOMA  
 CITY OF TAHLEQUAH, 111 S CHEROKEE AVE, TAHLEQUAH OK 74464-3801, US

**1004467**  
 Check Date: 04/10/24  
 (7300)

P.O.	Description	Invoice	Amount
875846		24-OEH 002	\$7,500.00
<b>TOTAL:</b>			<b>\$7,500.00</b>



## Tahlequah City Council AGENDA ITEM REPORT

Item No. 41  
Meeting Date 5/6/2024  
Initiator Brian Lambert, Director  
Office / Department Municipal Airport

### Item Title

Approve **Tahlequah Municipal Airport Land Lease** template.

### Background

After many months of working with the Oklahoma Department of Aerospace and Aeronautics, Airplane Owners and Pilots Association and numerous reviews with the Airport Advisory Board we would like to present the attached "Tahlequah Municipal Airport Land Lease" template for approval. Our current land lease agreement has drawn criticism from the ODAA for not having an end date. This lease will be used moving forward with new hangar construction and over time will be the template used for all land leases at Tahlequah Municipal Airport. The new template also includes a different land lease rate of \$0.12 cents per square foot increasing from \$0.06 cents per square foot per year, the state average for the same type of lease is \$0.18 cents per square foot per year. This rate is based on the size of the hangar so a current 50'x50' hangar is \$150 per year and the new rate will be \$300 per year.

### Exhibits

1. TQH Land Lease 4-24-24
2. Monthly Minutes 4-18-24

### Funding Source

None required.

### Request

Approve the Tahlequah Municipal Airport Land Lease template.

**CITY OF TAHLEQUAH MUNICIPAL AIRPORT**  
**PRIVATE HANGAR GROUND LEASE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and (name, address), herein referred to as the Lessee.

Lessor is the owner of an airport known as Tahlequah Municipal Airport (KTQH) at Tahlequah, Oklahoma, herein referred to as the airport.

Lessee desires to obtain at the airport a ground lease for Lot (number) for a hangar size of (xx') x (xx') as shown in Attachment "A" and made a part here of.

This lease shall be for the term of Twenty (20) years commencing on (date) and terminating on (date). Thereafter, this lease may be renewed for a subsequent five (5) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding lease term and upon mutual and written agreement by Lessor or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this agreement.

**RENTALS AND CHARGES**

Lessee agrees to pay Lessor for the use of the premises, facilities, rights and privileges granted hereunder, rental charges in the amount of (\$) annually, due on or before June 30<sup>th</sup> of each lease year and computed as: square feet of hangar size x \$0.12/ sq. Ft. Per year. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1<sup>st</sup> of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease, provided that such increases shall not exceed \$.05/ sq. Ft. Per year during any five (5) year period of the term of this lease. Proposed rate increases will be sent with the annual lease invoice mailed out in June and if approved will take effect the following year.

**USE OF AIRPORT**

Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport including but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings, and takeoffs.

Lessee Initial: \_\_\_\_\_

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## **USE OF LEASED PROPERTY**

### **Primary use**

Lessee acknowledges and agrees to the primary use of the property leased hereunder is for aircraft shelter and storage and will occupy and use the leased premises for such purpose. Lessee has six (6) months from the commencement of this agreement to obtain an aircraft, the hangar must be utilized per FAA Use of Aeronautical Land and Facilities Policy (Attachement "B"). Lessee agrees to follow all City, State and Federal rules and regulations in regard to the use of the property.

### **Modifications and Repair of Damage**

In the event of damage, destruction or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace or rebuild the same, at the Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to such damage. Lessee further agrees that planned improvements, modifications or alternatives for hangar construction, whether subsequent to a damage or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

### **Utilities**

Utility service to the leased premises, including, but not limited to, water, gas and electrical power, shall be installed and maintained at the sole risk and expense of Lessee.

### **Maintenance**

Lessee agrees that it will, at its own expense, keep and maintain the leased premises and all structures and fixtures thereon in good repair and in a clean, sightly, safe and healthy condition at all times. Maintenance on and around the leased premises shall include, but is not limited to mowing of grass, elimination of trash, garbage and debris. Lessee further agrees to not allow any condition on the leased premises that may interfere with the landing, taxiing and take-off of aircraft at the airport.

Lessor agrees to maintain in good repair and keep in a safe, sightly and useful condition the airport grounds, facilities, fixtures and services for which Lessee has no obligation to maintain as provided herein, and that are necessary for the safe and efficient operation of aircraft.

## **PERSONAL PROPERTY**

Except as otherwise provided in this agreement, all hangars, structures, fixtures, improvements, equipment and other property installed, erected, or placed by Lessee in or on the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right for a period no fewer than sixty (60) days, or as otherwise agreed upon by Lessee and Lessor, after the expiration or other termination of this agreement, to remove or dispose of any or all such property from the airport, subject to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to expiration of the aforesaid period shall

Lessee Initial: \_\_\_\_\_

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thereupon become part of the land on which it resides, and title thereto shall vest in the Lessor, or Lessor may remove any or all such property at the sole risk and expense of the Lessee.

### **SUBLETTING AND ASSIGNMENT**

The Lessee may, with the prior written consent of Lessor, sublease or sublet all or a portion of the leased premises, provided that the party to whom such agreement is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, obligations, and covenants contained in this agreement. In any event, no agreement shall be made or shall be effective if Lessee is in default on any of the terms of this agreement.

Lessee may request in writing to assign the remainder of this agreement to another party (transfer of hangar ownership), the party will be required to submit in writing the request to enter into an agreement with the Lessor and a new lease will be executed.

### **TERMINATION OF LEASE**

#### **By Lessor**

In the event that Lessee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this agreement, Lessor may give written notice, sent by registered mail, to Lessee to correct such condition or default. If Lessee does not commence and use diligence to correct such condition or default for thirty (30) days after receipt of such notice, Lessor may, at its option, and after the lapse of said thirty (30) day period, terminate this lease agreement by giving ten (10) days notice, and the term of this agreement shall thereupon cease and expire at the end of the ten (10) day period. No default on the part of the Lessee shall be deemed to continue so long as Lessee shall have promptly and diligently taken action to correct the same. Further, the Lessor may, as an alternative to termination of this agreement as provided herein, abate or correct the default or condition as set forth in Lessor's notice to Lessee of same, and may do so at the expense of the Lessee, and said expense shall be paid by Lessee as additional rent within thirty (30) days following the date of receipt by Lessee of an invoice for the reasonable expenditure by the Lessor.

#### **By Lessee**

Lessee may cancel this agreement for any reason whatsoever upon sixty (60) days prior written notice to the Lessor: however, Lessee agrees that any or all of the unused rental charge or other fees paid to Lessor is nonrefundable, and will remain the rightful possession of the Lessor.

### **INDEMNIFICATION OF LESSOR**

Lessee agrees that Lessor is in no way the agent of the Lessee, and Lessee will hold Lessor harmless against all liability for any and all claims for damages to property or injuries to persons caused by Lessee's negligent use or occupancy of the leased premises or resulting from any of the operations authorized under this agreement; provided, however, that Lessee shall not be liable for any injury, damage, or loss

Lessee Initial: \_\_\_\_\_

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occasioned by the negligence of the Lessor or its agents or employees; and provided further the Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted which in any way directly, indirectly or otherwise affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

**EFFECT OF AGREEMENT**

All the covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the (XX) day of the (XXX) month in the year (XXXX).

**LESSOR:**

Mayor: \_\_\_\_\_ Signature: \_\_\_\_\_

111 S Cherokee Avenue  
Tahlequah, OK 74464

**LESSEE:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

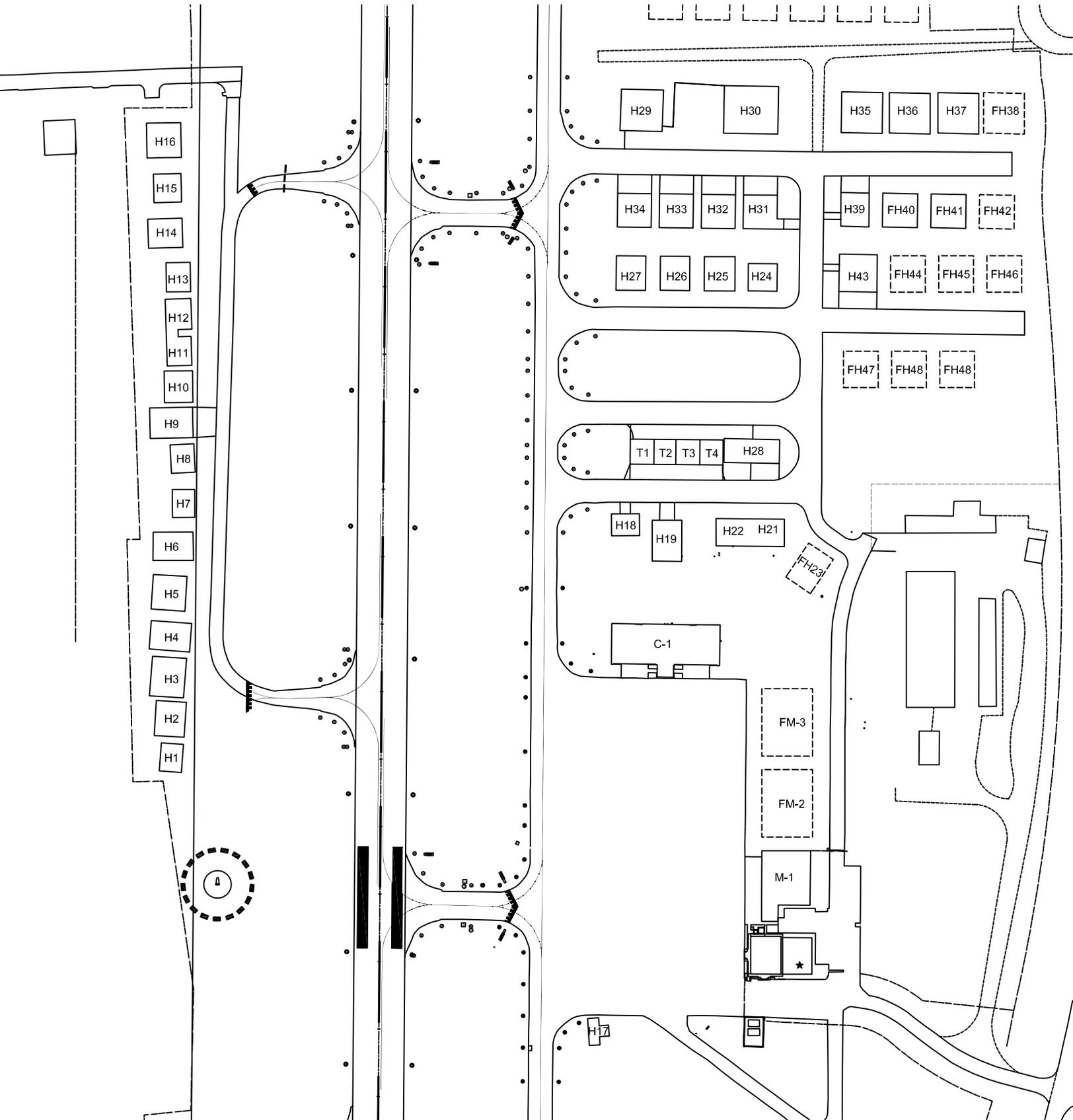
Phone: \_\_\_\_\_

THE CITY OF TAHLEQUAH, OKLAHOMA, A MUNICIPAL CORPORATION

\_\_\_\_\_ Date of City Council Approval (xx/xx/xxxx)

City Clerk

Lessee Initial: \_\_\_\_\_



Attachment "A"

# Attachment “B”

## Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

## Use of Aeronautical Land and Facilities

### Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

### I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

### II. Standards for Aeronautical Use of Hangars

- a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.
- b. Aeronautical uses for hangars include:
  1. Storage of active aircraft.
  2. Final assembly of aircraft under construction.
  3. Non-commercial construction of amateur-built or kit-built aircraft.

4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.
- d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:
1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
  2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
  3. Impede access to aircraft or other aeronautical contents of the hangar.
  4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
  5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
- e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b)
- f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

### **III. Approval for Non-Aeronautical Use of Hangars**

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. FAA advance approval of an *interim use*: Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. ([64 FR 7721](#)).

b. FAA approval of a *month-to-month leasing plan*: An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. ([64 FR 7721](#)).

c. *Other cases*: Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

#### **IV. Use of Hangars for Construction of an Aircraft**

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

## **V. No Right to Non-Aeronautical Use**

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

## **VI. Sponsor Compliance Actions**

- a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.
- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.
- e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.



5. Discussion of ramp overlay.
  - City is working with the bond company to come to a resolution.
6. Discussion of new Airport land lease.
  - a. Lewis White made a motion to approve the lease template as presented, Dower Combs seconded.

Vote: Ayes: Mahaney, Combs, and White

Nays: None

Motion passed.

7. Louis White made a motion to adjourn, 2<sup>nd</sup> by James Mahaney adjourn meeting at 6:00p.m.

Vote: Ayes: Mahaney                      Nays: None

White, Combs, Motion Carried



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4m  
Meeting Date 5/6/2024  
Initiator Chris Armstrong, Superintendent  
Office / Department Solid Waste

## Item Title

Approve the **2024-2025 Disposal Agreement with Waste Management of Oklahoma, Inc.**

## Background

Annual contract

## Exhibits

1. Waste Management of OK 2024-2025

## Funding Source

Solid Waste Budget

## Request

Approve Disposal Agreement

## DISPOSAL AGREEMENT

**THIS DISPOSAL AGREEMENT** made this 1<sup>st</sup> day of July 2024, (the "Agreement") by and between Waste Management of Oklahoma, Inc. ("WM"), and The City of Tahlequah (the "Customer").

### WITNESSETH:

**WHEREAS**, WM is the owner and operator of a Class 1 nonhazardous solid waste landfill known as the Muskogee Community Landfill ("Disposal Facility") located at 2801 S 54<sup>th</sup> St West, Muskogee, Oklahoma, and permitted by the Oklahoma Department of Environmental Quality ("ODEQ") for the receipt of nonhazardous solid waste;

**WHEREAS**, the Customer seeks solid waste disposal services for municipal solid waste and construction and demolition waste at the Disposal Facility;

**WHEREAS**, WM has agreed to provide disposal services to the Customer under the terms set forth in this Agreement; and

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the respective covenants herein contained, the parties have agreed as follows:

### 1. DEFINITIONS

- (a) The Disposal Facility – as used herein means the landfill known as the Muskogee Community Landfill located at 2801 S 54<sup>th</sup> St. West, Muskogee, Oklahoma, which is utilized, owned, and/or operated by WM and permitted to receive Acceptable Waste by the applicable federal, state, and/or local agency.
- (b) Acceptable Waste – non-hazardous municipal solid waste, organic waste, and Construction and Demolition Debris that is collected and/or transported by the Customer or its authorized subcontractors and can legally be disposed of at the Disposal Facility. Acceptable Waste shall not include any Unacceptable Waste.
- (c) Construction and Demolition Debris - waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- (d) Customer – The City of Tahlequah, its agents, employees, and representatives and any and all subcontractors, persons, or entities that collect and/or transport Acceptable Waste on its behalf to the Disposal Facility.
- (e) Hazardous Waste – any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by Federal, State or local law or regulations.
- (f) Unacceptable Waste – material that is or contains special waste, including without limitation, industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, any waste tires, regulated medical

waste, and/or Hazardous Waste, other material that the Disposal Facility is not permitted to accept, or material that has a reasonable probability of otherwise adversely affecting the operation or useful life of the Disposal Facility. Title to and liability for Unacceptable Waste shall remain with the Customer or the generator at all times.

## 2. SCOPE OF SERVICE

- (a) Subject to the terms and conditions hereof, the Customer agrees that it shall exclusively deliver to and dispose of at the Disposal Facility, all Acceptable Waste collected and/or transported by or for the Customer. WM agrees that it will accept all Acceptable Waste for disposal at the Disposal Facility under the terms of this Agreement. The Customer agrees that the waste delivered to WM hereunder will not contain any Unacceptable Waste. WM agrees to accept up to four (4) transfer trailers loads, per contract year, at no charge for City sponsored clean up events.
- (b) Each party shall be responsible for securing the necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over their respective operations. WM warrants that its Disposal Facility is properly permitted to receive the Acceptable Waste set forth in this Agreement. The parties shall perform their obligations herein in compliance with all applicable permits and laws and regulations.
- (b) WM may close, at its sole discretion, the Disposal Facility in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (c) WM has the right to refuse or reject before or after acceptance any load from Customer that contains Unacceptable Waste delivered to the Disposal Facility. If the Customer delivers Unacceptable Waste to the Disposal Facility, Customer is in violation of this Agreement, and WM may in its sole discretion either remove, manage, handle, and/or dispose of that Unacceptable Waste and charge the Customer for the costs, expenses, fines, and/or penalties arising out of such activities or require the Customer to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.
- (d) During the term of this Agreement, the Customer shall have a license to enter the Disposal Facility for the sole purpose of off-loading Acceptable Waste at the location and in the manner directed by WM. Except in an emergency, or at the express direction of WM, the Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, the Customer's personnel shall promptly leave the Disposal Facility. Under no circumstances shall the Customer or its personnel engage in any scavenging of waste. Customer shall comply with all rules and regulations of the Disposal Facility. WM may refuse to accept Acceptable Waste from, and shall deny an entrance license to, any of the Customer's personnel whom WM believes is under the influence of alcohol or other chemical substances, who engages in reckless behavior, or who fails to comply with disposal Facility rules or safe practices. In addition, WM shall permit the Customer to tour the facility upon advance reasonable request.
- (e) Title to the Acceptable Waste delivered by or on behalf of the Customer shall be transferred to and vest in WM at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the Customer's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities shall be borne by, the Customer. Notwithstanding the foregoing, title to

and liability for Unacceptable Waste shall always remain with the Customer or the generator of the Unacceptable Waste.

3. **TERM OF CONTRACT**

This Agreement shall take effect on July 1st, 2024 (the "Effective Date") and shall continue for until June 30, 2025 (the "Term"). This Agreement may be renewed upon the mutual written agreement of the parties for additional terms of one (1) year each.

4. **RATES AND PAYMENTS**

- (a) The disposal rate that WM shall charge the Customer for receiving and/or landfilling of Acceptable Waste delivered to the Disposal Facility under this Agreement is \$30.40 per ton ("Base Rate") plus the applicable state of Oklahoma fee, which is currently \$1.25 per ton. Commencing on July 1 2025, and continuing annually on each July 1 thereafter, the Base Rate shall be increased by the average monthly increase in the Consumer Price Index, US City Average for All Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100 (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") during the twelve most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- (b) The Customer warrants that it is exempt from all sales tax, and that WM shall not assess sales tax on its services under this Agreement.
- (c) WM may adjust the Base Rate to account for increased costs resulting from Uncontrollable Circumstances. Uncontrollable Circumstances shall mean an act, event or condition (excluding those which result from the willful or negligent action or inaction of WM) occurring during the term that has or will affect WM's costs of performing the services, but only if such act, event or condition is beyond the reasonable control of WM. Uncontrollable Circumstances shall include, but are not limited to, the following: imposition of new or increased fees, surcharges, or taxes by local, state, or federal agencies or governments; an act of God; and governmental restraint of trade. WM will provide written notice to the Customer of such Uncontrollable Circumstance and associated adjustment.
- (d) WM will invoice the Customer by the tenth (10<sup>th</sup>) day of each month for all Acceptable Waste deliveries during the previous month. The Customer shall pay WM within thirty (30) days after invoice date. The Customer shall pay WM interest on all past due invoices at the rate of one and one-half percent (1½ %) per month. If the Customer fails to pay invoices within 60 days of the invoice date, then WM has the discretion to terminate this Agreement for cause on seven days' written notice to the Customer.

5. **INDEMNIFICATION**

- (a) WM agrees to protect, indemnify, defend and save harmless the Customer, its officials, officers, employees, agents, authorized subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) WM's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) WM's or its employee's, agent's, authorized

subcontractor's, representative's negligent or willful misconduct related to the ownership maintenance and operation of the Disposal Facility.

- (b) The Customer agrees to protect, indemnify, defend and save harmless WM, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) the Customer's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) the Customer's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the disposal of waste at the Disposal Facility.

## 6. INSURANCE

The Customer shall provide and maintain the following insurance during the Term of this Agreement:

Required Insurance	Coverage Limits
Workers' Compensation	Statutory
Employers Liability	\$1 million per accident, \$1million disease policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence/\$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million per occurrence/\$2 million aggregate

- (b) Customer shall provide to WM certificates of insurance evidencing such insurance. Such coverage and policies shall not be canceled, modified or revoked without providing WM thirty days advance written notice. Customer's insurance shall be primary as respects WM and any insurance maintained by WM shall be in excess of, and shall not contribute with, Customer's insurance.
- (c) WM may, at its option, terminate this Agreement if the Customer fails to maintain the required insurance coverage.
- (d) Customer's workers' compensation, commercial general liability and automobile liability insurance shall include a waiver of subrogation in favor of WM.
- (e) WM shall be included as an additional insured on the Customer's employer's liability, commercial general liability and automobile liability policies.
- (f) The insurance policy coverage requirements set out above may be satisfied by a combination of primary insurance and umbrella insurance.
- (g) If the Customer uses any subcontractors to deliver Solid Waste to the Disposal Facility on Customer's behalf, Customer shall require its subcontractors to adhere to all of the requirements set forth in this insurance section.

## **7. DEFAULT AND TERMINATION**

- (a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the requirements contained herein and does not cure such default within thirty (30) days after the other party has given the party breaching or defaulting party written notice, the notifying party may: (i) terminate this Agreement for the breaching party's failure to cure within 30 days of receiving the written notice, or (ii) cure the breach or default at the expense of the party in breach. The non-breaching party shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered by the non-breaching party as a result of such termination.
- (b) Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- (c) In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (d) In the event that this Agreement is terminated for any reason, any amounts payable to WM by the Customer for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

## **8. GENERAL PROVISIONS**

- (a) Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that WM may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company.
- (b) This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- (c) This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by WM in accordance with this Agreement be deemed a public function, nor has the Customer acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Facility by virtue of this Agreement.
- (d) From and after the effective date, WM's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of WM. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or government laws, regulations, requirements, rules, orders or actions; injunctions or revocation or modification of, any license, permit or other

authorization necessary for the services envisioned by this Agreement; national defense requirements; or labor strike, lockout or injunction.

- (e) If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this Agreement a term, clause or provision as may be legal, valid and enforceable.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- (g) The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- (h) All notices or other communications to be given hereunder shall be in writing and shall be deemed given the first business day following overnight delivery with a confirmed delivery receipt, or when mailed by registered or certified United States mail, return receipt requested, addressed as follows:

To WM: Waste Management  
 Attn: Public Sector  
 3201 Mosley Road  
 Oklahoma City, OK 73141

With a Copy to: Senior Counsel  
 Waste Management  
 9708 Giles Lane  
 Austin, TX 78754

To the Customer: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- (i) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.
- (k) The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including the Indemnification Section, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF TAHLEQUAH**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WASTE MANAGEMENT OF OKLAHOMA, INC.**

By: *Rick Losa* \_\_\_\_\_

Rick Losa  
Its: Public Sector Director



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4n  
Meeting Date 5/6/2024  
Initiator Nate King, Police Chief  
Office / Department Tahlequah Police Department

**Item Title**

Approve the **School Resource Officer** contract with **Tahlequah Public Schools** for the 2024-2025 fiscal year.

**Background**

Annual contract for placing School Resource Officers in schools.

**Exhibits**

1. SRO 2023-2024

**Funding Source**

**Request**

Approve contract

SCHOOL RESOURCE OFFICER AGREEMENT  
Tahlequah Public Schools and City of Tahlequah

This agreement is entered into the 3rd day of May, 2023 between the City of Tahlequah, OK (hereinafter City) whose address is 111 S Cherokee, Tahlequah, OK 74464 and Independent School District No. I-35 also known as Tahlequah Public Schools (hereinafter TPS) whose address is 225 N Water, Tahlequah, OK 74464. This Agreement shall be effective July 1, 2023 and shall expire on June 30, 2024.

WHEREAS, City and TPS desire to participate in a School Resource Officer project.

WHEREAS, City desires to employ six School Resource Officers (SRO's) to provide security and law enforcement support for TPS. The SRO's will be in the schools on a law enforcement mission, and criminal matters discovered in the course of youth/school activities will be handled pursuant to the discretion of the officers. SRO's will be armed and appropriately equipped for their mission pursuant to the policies and procedures of the Tahlequah Police Department (hereinafter Department). SRO's will regularly report for duty at TPS, including school activities. Annual leave, sick leave and other absences (including training) will be coordinated through the Department. (Officers will inform school principals when they will not be at the school). The Superintendent or his designee will coordinate the development of the SRO's on-campus schedule and youth-related program activities subject to the approval of the Department.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

**City of Tahlequah Responsibility:**

1. The City will provide six trained, fully functional employees, referred to as SRO's. The selection and hiring of SRO's will be conducted in accordance with the policies and practices of the City, provided that at the discretion of the City and under the direction of the City's Human Resources Director, representatives of TPS may be invited to review and comment on any SRO candidate under consideration.
2. The SRO's will have the same benefits and leave as those employees with her/his qualifications and tenure employed by the City.
3. The SRO's will retain the same rights and privileges, but also have the same obligations, as those employees with her/his qualifications and tenure employed by the City.
4. The SRO's will be supervised by the Chief of Police (hereinafter Supervisor). Any change in the designated Supervisor will be communicated immediately to TPS in writing. The Supervisor will be the liaison for any personnel problem that may arise. The Supervisor will be responsible for the performance appraisal of SRO's, which shall be conducted and reported in accordance with the City's accepted policies and procedures.
5. Duty leave will be planned ahead, unless an emergency arises, with both the Supervisor and TPS being notified. Sick leave will be reported to both the City and TPS. For extended leave in excess of two weeks, the City will provide back-up personnel to perform the duties of the SRO, if possible.
6. The SRO's will adhere to confidentiality in accordance with applicable laws, statutes and regulations.

7. The SRO's will adhere to TPS's standards of conduct, provided that said standards do not conflict with or otherwise compromise the SRO's performance of duties or adherence to accepted City employment standards.
8. The SRO's responsibility will be defined by the City, with advisement by TPS, provided TPS shall have no authority to enforce or supervise the duties of the SRO's, who shall at all times remain the employee of the City, which is solely responsible for the performance of the duties of the SRO.
9. The City will invoice TPS quarterly for the cost of SRO salaries and benefits equal to the City of Tahlequah's approved negotiated compensation for said position.

**Tahlequah Public Schools Responsibility:**

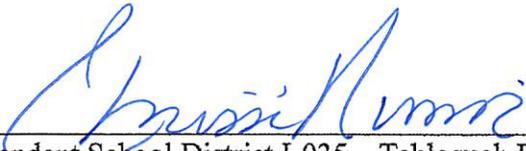
1. TPS will provide adequate office space that is conducive for efficient, confidential interviewing and case management.
2. TPS will provide miscellaneous office supplies; access to a copy machine, telephone, postage carrier service, notepaper, pens, pencils, tape, vehicle and parking space for the SRO's.
3. TPS will keep the SRO's and the City Supervisor apprised of TPS rules and /or regulations that would impact the SRO's duties.
4. TPS will quarterly pay, upon receipt of a legal invoice, sixty percent (60%) of six SRO's salaries and benefits.
5. Nothing in this agreement creates an agency between TPS and City or between TPS and the SRO's.
6. TPS will assign a staff member to act as a liaison person with the City Supervisor for periodic review of the project and for input into the performance appraisal of the SRO's. TPS will designate such staff person at the commencement of this Agreement. Changes in the designated staff person will be communicated to the City.
7. TPS will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld.

**General Provision:**

1. Unless cancelled or terminated in accordance with the provisions contained herein, this Agreement shall take effect July 1, 2023 and terminate on June 30, 2024.
2. The parties hereto agree that any employment or program established under the terms of this agreement shall be considered a special project and limited as to its duration and as determined by the continued availability of funding provided by TPS for support of the project and SRO's employed by the City. No provision or term contained or otherwise implied herein shall obligate the City to provide a permanent SRO program or employment to any law enforcement personnel designated as SRO's upon the cancellation or termination of this Agreement.
3. This Agreement may be terminated by either party without cause or for good cause upon thirty days written notice.

4. It is understood and agreed by the parties that the SRO's shall be the employees of the City, and TPS shall have no obligation to the City as an employer for withholding and remittance of taxes, insurance, FICA, etc.
5. The City and TPS will jointly develop a job description and list of duties for the SRO's which document shall, when completed, become a part of this Agreement.
6. TPS represents that it has, or will have by the date services are delivered, under its control the personal services, labor and equipment, machinery or other facilities to perform work required from it pursuant to this Agreement.

This written Agreement constitutes the entire Agreement between the City and TPS. No additional representation or other documents are a part of this Agreement, unless specifically referred to in this Agreement.



Independent School District I-035 – Tahlequah Public Schools  
Board of Education President – Chrissi Nimmo

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Mayor, City of Tahlequah

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Attested by Tahlequah City Clerk



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 40  
Meeting Date 5/6/2024  
Initiator Jennifer Cruwell, Coordinator  
Office / Department Cemetery

### Item Title

Approve the 2024-2025 contract with **Richard Smith** for the opening/closing of cemetery graves at the cost of \$350.00 per grave.

### Background

Annual contract renewal for grave services at the cemetery.

### Exhibits

1. 05.06.2024 Smith, Richard

### Funding Source

Cemetery budgeted item.

### Request

Approve contract.

## INDEPENDENT CONTRACTOR

This AGREEMENT (the "Agreement") is being made on 07/01/2024, by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the **CLIENT**), and Richard Smith, located at 11630 W 675 Rd, Hulbert Oklahoma 74441 (the **"CONTRACTOR"**). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2024 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Tahlequah City Cemetery  
-Open and close graves (As Needed)

SCOPE OF WORK. CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for the CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement and shall have full discretion within the Scope of Work, but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization from CLIENT.

INDEPENDENT CONTRACTOR. CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venturer of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CLIENT acknowledges and recognizes that s/he shall complete and return to the CONTRACTOR an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such

payments have been made.

EQUIPMENT & MEANS OF SERVICE. CLIENT is responsible for providing all of the necessary equipment, as well as upkeep on said equipment, with which to complete the services contemplated by this Agreement. The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

COMPENSATION. In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms: \$350 per grave opening/closing

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following schedule and method:

Compensation Schedule: Monthly

Compensation Method: Check by mail or in person

EXPENSES. CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement; and cost associated with securing all materials or products necessary for the work contemplated by this Agreement.

CONTRACTOR'S REPRESENTATIVES AND WARRANTIES. The CONTRACTOR hereby represents that s/he has complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT.

CLIENT'S RIGHT TO SUSPEND OR ALTER WORK. The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 30 days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be effected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as required, then the CLIENT may request

from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

TERMINATION. Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be effected by providing 30 days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

EXECUTION. During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement.

INJUNCTIVE RELIEF. CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

LIABILITY. CONTRACTOR warrants and acknowledges that he/she shall be liable for any loss or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR's failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive responsibility.

INDEMNIFICATION. The CONTRACTOR shall defend, indemnify, hold harmless, and insure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also insure that all of its employees and affiliates take all actions necessary to: comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insured on all related insurance policies including worker's compensation and general liability insurance.

NOTICES. Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus

delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

CONTINUING EFFECTS. The CONTRACTOR's obligations with regards to all confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

CHOICE OF LAW. This Agreement is to be construed pursuant to the current laws of the State of Oklahoma without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Oklahoma, in the County of Cherokee.

MEDIATION, LITIGATION & ARBITRATION. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Oklahoma Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration shall be conducted in the state of Oklahoma and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought a court of competent jurisdiction in the State of Oklahoma.

LEGAL FEES. Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

ENTIRE UNDERSTANDING. This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

HEADINGS. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

SEVERABILITY. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

MODIFICATIONS OR AMENDMENTS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

COUNTERPARTS. This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

WAIVER. If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES. All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

COPIES. Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

**IN: WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY CLIENT:

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Mayor Suzanne Myers

Attest: City Clerk

Client Address: 111 S. Cherokee, Tahlequah, Oklahoma 74464

Client Phone Number: 918-456-0651

BY CONTRACTOR:



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Richard Smith

Contractor Address: 11630 W 675 Rd Hulbert, OK 74441

Contractor Phone Number: 918-931-8963



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4p  
Meeting Date 5/6/2024  
Initiator Brian Speake, Superintendent  
Office / Department Parks & Recreation

### Item Title

Approve the 2024-2025 contract with **Mike Palmer** for Greens Maintenance at River Links, Anthis-Brennan, and Phoenix Park.

### Background

Annual contract for lawn maintenance for Parks and Recreation.

### Exhibits

1. 05.06.2024 Palmer, Mike

### Funding Source

Parks and Recreation budgeted item

### Request

Approve contract.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is being made on 05/06/2024, by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the "CLIENT"), and Mike Palmer, located at 15935 Hwy 51, Tahlequah, Oklahoma 74464 (the "CONTRACTOR"). The full name, address, email address and phone number of both parties appear again at the end of this document.

By their respective signatures at the bottom of this document both parties hereby acknowledge that they have read and understood all the terms contained herein and that they have the authority to bind themselves and their respective companies to the terms contained in this Agreement.

**WORK TO BE PERFORMED:** CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2024 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

### Golf Course (Riverlinks)

- Boom/Broadcast Herbicide (Annual)
- Cool/Water Greens (As Needed)
- Top Dress/Aerate Greens (Annual)
- Mow Greens (As Needed)
- Spray Fertilize Greens and Pesticides (As Needed)
- Consult with Rec Department for their grass management practices (As Needed)
- Spot spray invasive species (As Needed)

### Ball Fields (Anthis-Brennan, Phoenix Park)

- Boom/Broadcast Herbicide (Annual)
- Spray non-selective herbicide on fence lines (As Needed)
- Consultation with recreation department on grass management practices (As Needed)
- Spot spray invasive species (As Needed)

**SCOPE OF WORK:** CONTRACTOR's required services as stated herein, as well as any future assignments provided by CLIENT, shall be determined on a case-by-case basis only. CLIENT shall be under no legal obligation to guarantee CONTRACTOR any minimum number of assignments or any minimum number of hours of work. All work performed by CONTRACTOR for CLIENT shall be governed exclusively by the covenants contained in this Agreement. The CONTRACTOR shall perform any and all responsibilities and duties that may be associated within the Description of Services set for above, including, but not limited to, work which may already be in progress. The CONTRACTOR shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained in this Agreement and shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set

forth by this Agreement without first obtaining prior written authorization from CLIENT.

**INDEPENDENT CONTRACTOR:** CONTRACTOR and CLIENT specifically agree that the CONTRACTOR is performing the services described in this Agreement as an **independent contractor** and shall not be deemed an employee, partner, agent, or joint venture of CLIENT under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship. The CONTRACTOR shall not have the authority to bind the CLIENT in any manner, unless specifically authorized to do so in writing. The CONTRACTOR shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR further agrees to be responsible for all of his/her own federal and state taxes, withholdings, and acknowledges that CLIENT will not make any FICA payments on CONTRACTOR's behalf. CONTRACTOR shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if CONTRACTOR is not a corporation, self-employment (Social Security) taxes. The CONTRACTOR further acknowledges and recognized that s/he shall complete and return to the CLIENT an IRS Form 1099 and related tax statements. The CONTRACTOR herein pledges and agrees to indemnify the CLIENT for any damages or expenses, including any related attorney's fees and legal expenses, incurred by the CLIENT as a result of CONTRACTOR's failure to make such required payments. Upon demand, CONTRACTOR shall provide CLIENT with proof that such payments have been made.

**EQUIPMENT & MEANS OF SERVICE:** The CLIENT may, in its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on CLIENT's part to do so again in the future. CONTRACTOR has the sole right to control and direct the means, manner, and method by which the services required herein will be performed. CONTRACTOR shall select the routes taken, days he/she is available to work, and manner in which the work is to be performed. The CONTRACTOR shall not receive any training from CLIENT in the professional skills necessary to perform the services required by this Agreement. Any directions or advice provided to the CONTRACTOR regarding the Description of Services shall be considered a suggestion only and not an instruction.

**COMPENSATION:** In consideration for the services to be performed by the CONTRACTOR, CLIENT hereby agrees to pay CONTRACTOR as follows:

Compensation Terms:

Total Annual Compensation Amount: \$40,685

Said compensation shall become due and payable to the CONTRACTOR upon receipt of an invoice by the CLIENT. The invoice must include the following information: (a) an invoice number; (b) the dates or assignments covered by the invoice; and (c) a description of the work performed. CONTRACTOR's invoices shall be payable pursuant to the following schedule and method:

Compensation Schedule: Bi-monthly

Compensation Method: Check by mail

**EXPENSES:** CONTRACTOR shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to all fertilizer, herbicide, and other necessary chemicals, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, other compensation paid to employees or contract personnel the CONTRACTOR hires to assist on the work contemplated by this Agreement; and cost associated with securing all materials or products necessary for the work contemplated by this Agreement.

**CONTRACTORS REPRESENTATIONS AND WARRANTIES:** The CONTRACTOR hereby represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out the services contemplated by this Agreement and shall provide proof of same upon request by the CLIENT. The CONTRACTOR also represents and warrants that his/her relationship with the CLIENT will not cause or require that s/he breach any obligation or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the CONTRACTOR acknowledges that s/he has not brought and will not bring or use in the performance of his or her duties for the CLIENT any proprietary or confidential information, whether or not in writing, of a former contracted company or other entity without that entity's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the breach occurring.

**DEFINITION OF "PROPRIETARY INFORMATION":** For the purpose of this Agreement, "*Proprietary Information*" shall include, but is not limited to, any information, observation, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logo, system, promotional ideas and material, customer lists, customer files, needs, practices, pricing information, process, test, concept, formulas, method, marketing information, technique, trade secrets, products and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the CLIENT, its affiliates, subsidiaries or other related entities. The CONTRACTOR herein acknowledges that the CLIENT has made, or may make, available to the CONTRACTOR its Proprietary Information including, without limitation, trade secrets, inventions, patents and copyrighted materials. The CONTRACTOR acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the CLIENT to maintain its secrecy and confidentiality. The CONTRACTOR shall comply with any reasonable rules established from time to time by the CLIENT for the protection of the confidentiality of any Proprietary Information.

**OWNERSHIP OF SOCIAL MEDIA:** The CLIENT shall have sole ownership over any social media contacts acquired throughout the CONTRACTOR's term of service, including, but not limited to: "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the CLIENT.

**RETURN OF PROPRIETARY INFORMATION:** Any and all documents, records and books which may be related to the Description of Services as set forth in this Agreement, or any other Proprietary Information shared with CONTRACTOR, shall be maintained by the CONTRACTOR at his/her principal place of business and be open to inspection by the CLIENT during regular working business hours. The documents, records and books which the CLIENT shall have the right to inspect and receive copies of include, but are not limited to, any and all contract documents, any change or purchase orders, and any other items related to the work which has been authorized by the CLIENT on an existing or a potential project related to the services contemplated by this Agreement. Upon termination of this Agreement, or upon the request of CLIENT, the CONTRACTOR shall promptly and immediately deliver to CLIENT any and all property in its possession or under its care and control, including but not limited to, documents, records, or books, or any other Proprietary Information such as customer names and lists, trade secrets and intellectual property, or items such as computers, equipment, pass keys, tools, plans, recordings, software, and all related records or accounting/financial information. CONTRACTOR acknowledges that any breach or threatened breach of this Section of the Agreement will result in irreparable harm to CLIENT for which monetary damages could be an inadequate remedy. Therefore, CLIENT shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach by CONTRACTOR as outlined in this Agreement. Such equitable relief shall be in addition to CLIENT's rights and remedies otherwise available to law.

**PATENT APPLICATIONS:** Excluded from this Agreement are any inventions and/or improvements which are related to the CLIENT's business that were made by the CONTRACTOR prior to commencement of this Agreement as follows: (i) as embodied in the United States Letters Patent or any application for a United States Letters Patent that was filed prior to commencement of this Agreement; or (ii) one in the possession of a former company who has already applied and who now owns the invention; or (iii) as set forth in any attachment hereto. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by the CONTRACTOR that s/he deems to be excluded from the scope of this Agreement and CONTRACTOR hereby releases the CLIENT from any and all claims by the CONTRACTOR by reason of any use by CLIENT of any invention heretofore made or conceived by the CONTRACTOR.

**EXCLUSIVITY, MARKETING AND ADVERTISING:** CONTRACTOR understands that while working on an assignment provided by CLIENT, he/she represents CLIENT and not any other business, including his/her own business. While on assignment for CLIENT, CONTRACTOR shall not advertise his/her own business, shall not solicit work for him/herself, and shall only distribute CLIENT's business cards, name, and marketing materials. While not on one of CLIENT's assignments, CONTRACTOR may pursue other work for him/herself as long as it does not directly compete with CLIENT as described in this Agreement.

**CLIENT'S RIGHT TO SUSPEND OR ALTER WORK:** The CLIENT reserves the right to inspect, stop and/or alter the work of the CONTRACTOR at any time to assure its conformity with this Agreement and the CLIENT's needs. At any time, the CLIENT may, without cause, direct the CONTRACTOR, by way of providing 30 days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the CLIENT in its sole discretion may see fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the CONTRACTOR of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective. The suspension of work and/or services shall be treated as an excusable delay. Moreover, if at any time the CLIENT believes that the CONTRACTOR may not be adequately performing its obligations under this Agreement or may be likely to fail to complete their work/services on time as

required, then the CLIENT may request from the CONTRACTOR provide written assurances of performance and a written plan to correct observed deficiencies in performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

**TERMINATION:** Either party may terminate this Agreement in whole or in part, whenever they shall determine that termination is in their best interest. Termination shall be affected by providing 30days written notice of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which such termination shall become effective. The CONTRACTOR shall then be entitled to recover any costs expended up to that point, but no other loss, damage, expense or liability may be claimed, requested or recovered except as provided in this Agreement. In no event shall the CLIENT be liable for any costs incurred by or on behalf of the CONTRACTOR after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the CLIENT. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of CLIENT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches any provisions of this Agreement, the CLIENT may terminate the engagement of the CONTRACTOR immediately and without prior written notice.

**EXECUTION:** During and throughout the duration of this Agreement, and upon the request of and without any compensation other than that which is herein contained, the CONTRACTOR shall execute any documents and take action which the CLIENT may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the CLIENT in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the CLIENT. The CONTRACTOR further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of this Agreement. Should the CONTRACTOR be called upon for any such assistance after termination, then the CONTRACTOR shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the CLIENT. The CONTRACTOR nevertheless agrees to execute and deliver any agreements and documents prepared by the CLIENT and to do all other lawful acts required to establish, document and protect such rights.

**INJUNCTIVE RELIEF:** CONTRACTOR hereby acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement; (ii) that the CLIENT will suffer irreparable harm if CONTRACTOR were to breach any of said protections or provisions or his/her obligations under this Agreement; and (iii) that monetary damages may be inadequate to compensate the CLIENT for such a breach. Therefore, if CONTRACTOR were to breach any of the provisions of this Agreement, then CLIENT shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

**LIABILITY: CONTRACTOR** warrants and acknowledges that he/she shall be liable for any loss, or any other financial liability suffered by CLIENT due to CONTRACTOR's failure to perform an assignment as contemplated by this Agreement. Other than a documented medical emergency or an "Act of Nature" beyond CONTRACTOR's control, CONTRACTOR shall be solely responsible for any loss caused by CONTRACTOR'S failure to perform. In addition, CLIENT shall not be liable for any loss or damage to CONTRACTOR's equipment under the terms of this Agreement. CONTRACTOR's equipment shall be CONTRACTOR's sole and exclusive

responsibility.

**INDEMNIFICATION:** The CONTRACTOR shall defend, indemnify, hold harmless, and ensure the CLIENT from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the CONTRACTOR, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the CONTRACTOR. The CONTRACTOR shall also ensure that all of its employees and affiliates take all actions necessary to comply with all the terms and conditions established and set forth in this Agreement. Furthermore, the CONTRACTOR shall name the CLIENT as an additional insurer on all related insurance policies including worker's compensation and general liability insurance.

**NOTICES:** Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses contained in this Agreement. However, each party may change their address, thus requiring written notice of change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The CONTRACTOR herein agrees to keep the CLIENT informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email or any other relevant means of contact and communication.

**CONTINUING EFFECTS:** The CONTRACTOR's obligations with regards to all trade secrets and confidential information contained in this Agreement, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only the CONTRACTOR, but also the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

**CHOICE OF LAW:** This Agreement is to be construed pursuant to the current laws of the State of Oklahoma without giving effect to any conflict of laws principle. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Oklahoma, in the County of Cherokee.

**MEDIATION, LITIGATION, & ARBITRATION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation. The mediation process shall be administered by the Oklahoma Mediation Services, or another administrator mutually agreed between the parties, and shall be a condition precedent to resorting to arbitration, litigation, or some other dispute resolution procedure. If the mediation process is unsuccessful, either party shall have the option of seeking either arbitration or filing a legal action in a court of competent jurisdiction. If the aggrieved party seeks arbitration, then the dispute shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's Commercial rules then in effect. The arbitration shall be conducted in the state of Oklahoma and shall be binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. If, alternatively, the aggrieved party seeks to file an action in court, then the action must be brought to a court of competent jurisdiction in the State of Oklahoma.

**LEGAL FEES:** Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be

entitled to recover from the unsuccessful party any and all legal fees, cost, expenses, attorney's fees and any other cost or expense and fees arising from (i) such proceeding, whether or not such proceeding progresses to judgment, and (ii) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

**ENTIRE UNDERSTANDING:** This document and any schedules attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and carry no further force or effect. This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

**HEADINGS:** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

**SEVERABILITY:** If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof and the remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

**MODIFICATIONS OR AMENDMENTS:** No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto with the same degree of formality as this Agreement.

**COUNTERPARTS:** This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

**WAIVER:** If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**DRAFTING AMBIGUITIES:** All parties to this Agreement have reviewed and had the opportunity to revise this Agreement and have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits herein.

**COPIES:** Both the CONTRACTOR and the CLIENT hereby acknowledges that they have received a signed copy of this Agreement.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this 6<sup>th</sup> day of May, 2024.

BY CLIENT:

\_\_\_\_\_  
Mayor Suzanne Myers

Attest: \_\_\_\_\_  
City Clerk Whitney Shaw

(SEAL)

Client Address: 111 S. Cherokee, Tahlequah, OK 74464  
Client Phone Number: 918-456-0651

BY CONTRACTOR:

\_\_\_\_\_  
Mike Palmer

Contractor Address: 15935 HWY 51, Tahlequah, OK 74464  
Contractor Phone Number: 918-718-1871



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4q  
Meeting Date 5/6/2024  
Initiator Taylor Tannehill, City Administrator  
Office / Department Administration

## Item Title

To enter into a **lease agreement with Barbara Felts Trust** to lease property for **public parking** in the downtown area.

## Background

The mayor and I have met with Doyle a few times to negotiate the details. We're proposing a 10 year lease on the property located directly east of the baptist church parking lot. We are obligated to spend at least \$20,000 of improvements by the end of the next fiscal year. The parking area will produce approximately 40 additional spaces for the public to use.

## Exhibits

1. ParkingAgreementDoyleFelts

## Funding Source

General Fund

## Request

To approve the lease agreement.

## LEASE AGREEMENT

THIS LEASE AGREEMENT by and between Barbara Felts Trust ("Owner") and City of Tahlequah ("Tenant");

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

- I. Premises. Owner hereby leases to Tenant and Tenant leases from Owner the following (the "Premises")  
  
The parking area located on the west side of lot 5 Less the North 12.7 feet and Lots 6 through 9 in block 56 in the Original Townsite of Tahlequah, City of Tahlequah, Cherokee County, State of Oklahoma, approximately 15,000 square feet.
2. Initial Term, Renewal. The initial term of this agreement shall be for **10 (ten)** years commencing July 1, 2024, and expiring July 1, 2034 (the "Initial Term"). Unless terminated by the Owner as set forth below, this agreement shall then continue from year to year. The Owner may terminate at the expiration of the Initial Term or any renewal Term by giving written notice at least thirty (30) days prior to the expiration of the then current Term. Said term shall be sufficient for Tenant to recoup costs associated with intended use in Section 5.
3. Rental. There shall be no rental fee associated with this transaction.
4. Acceptance of Property. The Tenant acknowledges that the Owner has not made representations as to the condition of the Property located thereon.
5. Use of Premises. Tenant shall, subject to the approval of Owner, construct a Parking Area with asphalt pavement including signage and striping, at Tenant's sole cost in an amount no less than \$20,000, on the Property to be used by the public. Tenant shall designate nine (9) parking spaces with signage or other marking for use by the owner. Said improvements shall be completed by June 30, 2025. At the end of the Lease, the Parking Area or any other structure or facility built by Tenant shall revert to Owner at no cost to Owner.
6. Assignment, Subletting. The Tenant shall not assign this Lease Agreement in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Tenant, and the agents, contractors, grantor and grantees, and servants of the Tenant, without prior written approval of the Owner.
7. Maintenance of Property. Tenant agrees to maintain the Property in good condition during the continuance of this Lease Agreement, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees or of any person on the Premises with the express permission of the Owner. Costs for repair of replacements to Premises due to misuse or negligence by an employee of Tenant shall be the responsibility of Tenant.

8. Release. Tenant does hereby agree to release, save and hold harmless, the Owner, from liability for injuries or damages sustained or alleged by Tenant, its agents or employees or others given access to the Property pursuant to training exercises, and arising from any condition or activity on the premises of Owner or any act or omission of Owner, its officers, agents, and employees, (except only to the extent caused by the willful misconduct of such officers, agents, and employees), while Tenant or any and all agents or employees of Tenant or others given access to the Property pursuant to use, are on the Property or are using the premises of Owner in any manner, including all claims, demands, actions and causes of action, damages, expenses, compensation, bodily injury (including death) or property damage.
9. Insurance. During the Term of this lease, Tenant shall comply with all laws relating to the carrying of workers' compensation insurance and shall be responsible for seeing that all others given access to premises pursuant to use comply therewith. Tenant shall provide Owner with such evidence as is necessary to show compliance with this requirement Tenant shall and does hereby covenant and agree to take out and maintain with insurers and under policies satisfactory to Owner during the Term of this agreement such Workers' Compensation, Public Liability, property damage and other insurance as Owner may require. The insurance policies shall at a minimum be the following:
  - a. Statutory Workers' Compensation Insurance in the State of Oklahoma. This insurance shall contain an endorsement to waive subrogation against Tenant and Owner. Tenant shall require all others (other than the Tenant's employees) given access to Owner's premises pursuant to use to satisfy this requirement.
  - b. Comprehensive Automobile Public Liability Insurance covering Tenant's training exercises with combined single limits of not less than \$1,000,000. If Tenant increases its limits for this coverage during the term of this agreement, those limits will apply herein.
  - c. Comprehensive General Liability Insurance covering Tenant's operations with combined single limits of not less than \$2,000,000. If Tenant increases its limits for this coverage during the term of this agreement, those limits will apply herein.
  - d. Prior to its use of the Property, Tenant shall furnish a certificate or certificates of insurance, in form satisfactory to Owner, evidencing insurance coverage as required above. Such certificate or certificates shall contain a statement, by the insurer that it will give Owner written notice at least thirty (30) days prior to any cancellation, alteration, change or endorsement of any of the insurance required by this agreement.
10. Tenant is responsible for requiring any other parties given access to the Property to comply with the provisions of this lease, including, without limitation, the release indemnification and insurance provisions set forth in paragraphs #6, #7 and #8 above. Tenant will be liable for all actions of such parties which have access to the Property in the event it fails to get such compliance.
11. Tenant is responsible for compliance with all conditions required by the City of Tahlequah zoning in constructing the Parking Area.
12. Notices. Notice in writing referred to herein shall not be constructed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post-paid envelope, addressed to the Owner at Owner's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided

hereunder shall be addressed as follows:

If to Owner: Barbara & Doyle Felts  
And: P.O. Box 420  
Tahlequah, OK 74465

If to Tenant:  
City of Tahlequah  
Office of the Mayor  
111 S. Cherokee Avenue  
Tahlequah, OK 74464

14. Tenant Costs. The Tenant shall be responsible for all snow removal and grounds maintenance.
15. Captions. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
16. Binding Effect. This Lease Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
17. Enforceability. The invalidity or unenforceability of any provision of this Lease Agreement shall not affect or impair any other provision. The laws of the State of Oklahoma shall govern the validity, performance and enforcement of this Lease Agreement. The rights and remedies herein granted are cumulative and are not in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

The parties have caused this Lease to be executed on their respective behalf as of the day and year first above written.

**Barbara & Doyle Felts, Trustees**

By: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF TAHLEQUAH**

By: \_\_\_\_\_  
Mayor, Suzanne Myers

Attest By: \_\_\_\_\_  
City Clerk, Whitney Shaw



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4r  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Administration

**Item Title**

Approve the **Memorandum of Understanding** between the **Cherokee County Health Services, Tahlequah Best, and the City of Tahlequah** to establish a formal commitment to work together on developing and improving tobacco compliance checks at local retailers.

**Background**

\_\_\_\_\_

**Exhibits**

1. 05.06.2024 TSET MOU

**Funding Source**

\_\_\_\_\_

**Request**

\_\_\_\_\_





Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4s  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Administration

**Item Title**

Discussion and possible action to approve, approve with modifications, or deny the passage of **Resolution No. 05-06-2024(A)**, a resolution of the City of Tahlequah adopting the **Healthy Options in Recreational Venues** policy.

**Background**

\_\_\_\_\_

**Exhibits**

1. 05.06.2024 TSET Resolution

**Funding Source**

\_\_\_\_\_

**Request**

\_\_\_\_\_

**City of Tahlequah Resolution No. 05-06-2024(A)**  
**Healthy Options in Recreational Venues Resolution**

WHEREAS, the health and well-being of the residents of Cherokee County are critical for a prosperous and sustainable community.

WHEREAS, the City recognizes the role that healthier eating plays in contributing to our overall health; and

WHEREAS, it is understood that many convenience food and beverage items contain large quantities of sugar, sodium, saturated fats and calories that negatively contribute to health issues of employees and visitors such as diabetes, cardiovascular disease, obesity and hypertension

WHEREAS, the Cherokee County obesity prevalence is 38.7%, and the Cherokee County diabetes prevalence is 18.3%; and

WHEREAS, Unhealthy weights cause, or are closely linked to, numerous serious health conditions including heart disease, stroke, diabetes, high blood pressure, unhealthy cholesterol, asthma, sleep apnea, gallstones, kidney stones, infertility, and as many as 11 types of cancers, including leukemia, breast, and colon cancer.; and

WHEREAS, studies show an association between access to healthy food and better health outcomes, such as lower rates of obesity, diabetes, and other chronic diseases; and

WHEREAS, the City Council recognizes an opportunity to assist those who utilize City recreational venues in making healthy eating choices through passage of Resolution No. 05-06-2024(A); NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF TAHLEQUAH: That the City Council of Tahlequah hereby recognize the food retail environment via recreational venues has an impact on the health and well-being of our citizens.

BE IT FURTHERD RESOLVED that the City Council of Tahlequah will improve its commitment to healthy food and beverage access by adopting the Healthy Options in Recreational Venues policy attach here to as Exhibit A, and made part of this resolution.

APPROVED AND PASSED this 6<sup>th</sup> day of May, 2024.

**X**

\_\_\_\_\_  
Suzanne Myers  
Mayor

**X**

\_\_\_\_\_  
Attest  
City Clerk

**TAHLEQUAH, OKLAHOMA**  
**HEALTHY OPTIONS IN RECREATIONAL VENUES PURPOSE:**

To establish this policy for implementing healthy food and beverage options within city owned and operated recreational venues.

**DEFINITIONS**

- a. "City Property" as used in this section means all real property, or part thereof, used for City purposes and either owned, leased, rented, or otherwise controlled by, and occupied by, any City department.
- b. "Food Service" means all foods or beverages sold on City Property, including, but not limited to, in a vending machine, concession stand, or food cart.
- c. "Department" means the Department of Parks and Recreation.
- d. "Guidelines" means the Food Service Guidelines for Federal Facilities (2017) developed by U.S. Department of Health and Human Services.

**POLICY**

- a. Beginning June 1, 2024, or upon expiration of an existing contract, whichever occurs later, all Food Service on City Property, shall meet the nutrition standards for food and beverages set forth in the Guidelines.
  - a. When concession or vending contracts are up for renegotiation, the prospectus will be created to give preference to concessionaires who will provide healthier foods.
- b. The Department shall provide an implementation guide and technical assistance to help local agencies implement these changes. The guidance shall address strategies to encourage consumers to purchase the healthier options, including pricing, placement, and promotion strategies including, but not limited to the following:
  - a. Limiting the number of unhealthy food and beverage items available in food service venues.
  - b. Pricing changes to ensure healthy foods and beverages are priced competitively.
  - c. Marketing, signage, or media to promote healthy food options.
  - d. Strategically place foods and beverages and design the layout of food service venues to foster selection of healthier foods and beverages.
  - e. Stocking procedures and/or logistical changes that increase their ability to maintain and provide healthy food and beverages.
  - f. Training for staff designed to support implementation of and compliance with the healthy food and beverage policy.
  - g. Presence of wellness committee within jurisdiction/organization to implement policy to identify and pursue health promotion opportunities.
  - h. Provide calorie and nutrition information of standard menu items whenever possible.
  - i. Provide access to free portable water.

**ADMINISTRATION AND ENFORCEMENT**

- a. Five years after enactment of this policy and every five years thereafter, the Department shall review the nutritional standards and if necessary, recommend amendments to the nutrition standards to reflect advancements in nutrition science, dietary data, and new product availability.



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4t  
Meeting Date 5/6/2024  
Initiator Ray Hammons, Coordinator  
Office / Department Administration

## Item Title

Approve **Resolution 05-06-2024(B)**. A resolution to adopt the schedule of fees and charges for the City of Tahlequah.

## Background

Council recently adopted an ordinance clarifying permits required for any work within right of way. The fee schedule is updated to account for the costs of those permits.

## Exhibits

1. 01-03-2023(A), Fee Schedule Resolution (1) - Copy

## Funding Source

N/A

## Request

To approve the Resolution.

**RESOLUTION NO. 05-06-2024(B)**

**A RESOLUTION TO ADOPT THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF TAHLEQUAH.**

**WHEREAS**, the Tahlequah City Code contains provisions for the collection of fees and charges for various licenses, permits, and other fees and charges;

**WHEREAS**, Section 1-304 of the Tahlequah City Code establishes a schedule of fees and charges to be maintained by the City Clerk listing all such fees and charges for various licenses, permits, and other fees and charges;

**WHEREAS**, the City Council believes it to be just and proper to populate the schedule of fees and charges as required by Section 1-304 of the Tahlequah City Code.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Tahlequah, Oklahoma:

**SECTION 1.** The following Schedule of Fees and Charges is hereby adopted:

Schedule of Fees and Charges <i>*Red print indicates changes, corrections, and additions*</i>		
Description	Fees	Ordinance No.
<b><i>Alcoholic Beverages Fees</i></b>		
Annual brewer fee	\$1,250	1291-2019
Annual distiller fee	\$3,125	1291-2019
Annual winemaker	\$625	1291-2019
Annual wine and spirits wholesaler	\$3,000	1291-2019
Annual retail package store	\$900	1291-2019
Annual mixed beverage license	\$900	1291-2019
Annual retailer beer and wine only	\$450	1291-2019
Annual on-premises beer and wine only	\$450	1291-2019
<b><i>Animals Fees</i></b>		
Quarantine	\$60/animal	No Ordinance Fee
Animal surrender	\$55/animal	No Ordinance Fee
Euthanasia	\$60/animal	No Ordinance Fee
Animal shelter	\$50/animal	No Ordinance Fee
Annual dog tag	\$5/dog	4-121
<b><i>Court Fees</i></b>		
Seatbelt violations	\$20	6-123
Child restraint	\$65	6-123
Texting and driving	\$100	6-123
Taxes due to the state	\$160	6-123
Left of center	\$160	6-123
Improper lane change	\$160	6-123
Wrong way on a one-way	\$160	6-123
Failure to yield	\$160	6-123
Improper passing	\$160	6-123
Speeding 1-15 over posted limit	\$160	6-123
Defective vehicle	\$160	6-123
Stop sign and traffic signal violation	\$160	6-123
Driving in manner not reasonable and proper	\$185	6-123
No valid driver's license	\$185	6-123
Speeding 16-25 over posted limit	\$185	6-123

<b>Schedule of Fees and Charges</b>		
<b>*Red print indicates changes, corrections, and additions*</b>		
<b>Description</b>	<b>Fees</b>	<b>Ordinance No.</b>
Careless driving	\$235	6-123
All school zone violations	\$235	6-123
Failure to yield to school bus	\$235	6-123
Speeding 26 or more over posted limit	\$235	6-123
Minor in possession of low point beer	\$285	6-123
Reckless driving	\$285	6-123
Leaving scene of property damage accident	\$335	6-123
Driving under suspension	\$335	6-123
Transporting open container	\$335	6-123
Insurance violations	\$335	6-123
Attempting to elude an officer	\$535	6-123
Leaving scene of personal injury accident	\$535	6-123
All other traffic violations	\$160	6-123
Assault and battery	\$535	6-123
Possession of marijuana	\$400 (\$5) to OK Bureau of Narcotics	6-123
Possession of paraphernalia	\$240 (\$5) to OK Bureau of Narcotics	6-123
Resisting arrest	\$535	6-123
Assault on an officer	\$535	6-123
Carrying a conceal weapon	\$535	6-123
Petit larceny	\$285	6-123
Destruction of property	\$285	6-123
Public intoxication	\$285	6-123
Disturbing the peace	\$285	6-123
Social hosting	\$560	6-123
All other non-traffic violations	\$285	6-123
Administrative fee	Up to \$150	705
<b><i>Parks, Recreation and Cultural Affairs Fees</i></b>		
AMC Room 1: 1-4 hours	\$35, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Room 2: 1-4 hours	\$55, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Rooms 1 and 2: 1-4 hours	\$80, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Room 3: 1-4 hours	\$80, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Room 1: all day	\$55, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Room 2: all day	\$85, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee

<b>Schedule of Fees and Charges</b>		
<b>*Red print indicates changes, corrections, and additions*</b>		
<b>Description</b>	<b>Fees</b>	<b>Ordinance No.</b>
AMC Rooms 1 and 2: all day	\$125, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC Room 3: all day	\$125, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC auditorium: 1-4 hours	\$160, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC full hall: 1-4 hours	\$100, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC full center: 1-4 hours	\$275, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC auditorium: all day	\$245, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC full hall: all day	\$245, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
AMC full center: all day	\$440, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
Brookside: 1-4 hours	\$40, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
Brookside: all day	\$65, with \$150 deposit and additional \$350 deposit if alcohol is to be served	No Ordinance Fee
Gazebo: 1-6 hours	\$50, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Green space: 1-6 hours	\$50, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Leoser large pavilion: 1-6 hours	\$200, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Leoser small pavilion: 1-6 hours	\$100, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Picnic shelter: 1-6 hours	\$50, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Norris Park entire facility: 1-6 hours	\$300, with \$100 deposit and additional \$400 deposit if alcohol is to be served	No Ordinance Fee
Rental fee for small tent	\$100	No Ordinance Fee
Rental fee for large tent	\$200	No Ordinance Fee
Street closure	\$50/event	No Ordinance Fee
Rental fee for sound system	\$35	No Ordinance Fee
Rental fee for digital projector	\$15	No Ordinance Fee
Rental fee for portable stage	\$100	No Ordinance Fee
Tahlequatics pool entry	\$5/person	No Ordinance Fee

<b>Schedule of Fees and Charges</b> <b>*Red print indicates changes, corrections, and additions*</b>		
<b>Description</b>	<b>Fees</b>	<b>Ordinance No.</b>
Tahlequatics swimming lesson fee	\$45/person	No Ordinance Fee
Tahlequatics private party reservation	\$250 rental fee if 0-50 guests with a \$100 deposit \$300 rental fee if 51-75 guests with a \$100 deposit \$350 rental fee if 76-100 (max) guests with a \$100 deposit	No Ordinance Fee
Additional lifeguard (required if over 50 swimmers at a Tahlequatics private party)	\$50/lifeguard	No Ordinance Fee
Tahlequatics public party reservation (up to 20 swimmers)	\$75/3 tables with a \$50 deposit	No Ordinance Fee
Tahlequatics punch pass	\$50/20 punches	No Ordinance Fee
Riverlinks course fee	\$10/day and \$7/day for either senior or child	No Ordinance Fee
Riverlinks cart rental	\$14/cart	No Ordinance Fee
Riverlinks cart trail fee (if you bring your own golf cart)	\$5/day	No Ordinance Fee
25 driving range golf balls	\$4	No Ordinance Fee
Riverlinks gold annual individual membership	\$225	No Ordinance Fee
Riverlinks golf annual family membership	\$360	No Ordinance Fee
Riverlinks golf annual senior (65+) membership	\$200	No Ordinance Fee
<b><i>Planning, Zoning and Development Fees</i></b>		
Abatement initial administration fee	\$150 + mailing and filing fees	1164-2009, 1206-2013
Abatement summary administration fee	\$50	1164-2009
Abatement hearing request filing fee	\$25	1206-2013, 1070-2005
Abatement appeal fee	\$50	1116-2007
Permit to Move a Building	Surety Bond of \$5,000 +\$50 review fee +\$.20/square foot if over 120 square feet	No Ordinance Fee
Building permit for one- and two-family dwellings	New construction: \$0.20/square foot +\$200 inspection fee Remodel: \$0.10/square foot + \$200 inspection fee	No Ordinance Fee
Building permit for multifamily dwellings	New construction: \$0.20/square foot +\$100 per unit for inspections Remodel: \$0.10/square foot +\$100 per unit for inspections	No Ordinance Fee
Building permit for accessory buildings and detached garages	New construction: \$0.20/square foot +\$30 per inspection Remodel: \$0.10/square foot + \$30 per inspection	No Ordinance Fee
Building permit for boarding houses, hotels, motels, and dormitories	New construction: \$0.20/square foot + \$75 per room Remodel: \$0.10/square foot + \$30 per room	No Ordinance Fee
Building permit for non-residential or commercial structures	New construction: \$0.20/square foot + \$.05 per square foot (min 200.) for inspections	No Ordinance Fee

<b>Schedule of Fees and Charges</b>		
<b>*Red print indicates changes, corrections, and additions*</b>		
Description	Fees	Ordinance No.
	Remodel: \$0.10/square foot + \$30 per inspection	
Building permit for multi-tenant nonresidential or commercial structures	New construction: \$0.20/square foot + \$75. per tenant space + \$.05 per square foot (min \$200.00) for inspections. Remodel: \$0.10/square foot + \$75. per tenant space -\$0.05 per square foot + \$30.00 per inspection	No Ordinance Fee
Building permit for factory-built permanent and temporary structures	Building permit required if over 120 square foot \$.20 per square foot +\$30.00 per inspection	952-2001
Tower permit	\$1.00 per foot for first 100 feet, \$.50 per foot after	
Amusement ride permit	\$20/ride	719
Carnival and circus permits	\$150	719
Contractor license	\$300/new; \$50/renew – all expire 06/30	1001-2003,1002-2003, 1003-2003, 983-2002, 1165-2010
Demolition permit	\$55	No Ordinance Fee
Garage sale permit	\$10/3 days (1 permit every 6 months)	No Ordinance Fee
In-ground swimming pool permit	\$100	No Ordinance Fee
Inspection permit	\$30/City, \$50/outside City limits, and \$60/reinspection	983-2002, 1001-2003, 1002- 2003, 1003-2003
Itinerant vendor license	\$10/day (\$30 daily blanket), \$30/week (\$80 weekly blanket), \$60/month (\$300 monthly blanket), \$150/six months (\$500 six-month blanket)	1058-2005
Annual mobile home park permit	\$200.00 annual fee	No Ordinance Fee
Annual occupation license	\$50/ due January 1 (license to be prorated)	699
Portable carports	See Building permit for accessory buildings and detached garages	1057-2005
Temporary sign permit	\$25. Good for 30 days and not more than 4x a year	983-2002
Annual sexual-oriented business license fee	\$200/new; \$100/renew	1104-2006
Annual medical marijuana dispensary license	\$500	No Ordinance Fee
Annual medical marijuana processing license	\$500	No Ordinance Fee
Annual medical marijuana grow license	\$500	No Ordinance Fee
Zoning application	\$600 + required notices paid by applicant	Resolution 04-06-09B
Legal notice publication fee (notice of hearing)	Applicant pays separately	No Ordinance Fee
Radius report	Applicant pays separately	No Ordinance Fee
Zoning determination	\$20	No Ordinance Fee
Lot split/combination	\$100	No Ordinance Fee
Sketch plat review	\$100	No Ordinance Fee

<b>Schedule of Fees and Charges</b>		
<b>*Red print indicates changes, corrections, and additions*</b>		
<b>Description</b>	<b>Fees</b>	<b>Ordinance No.</b>
Preliminary plat review	\$300	No Ordinance Fee
Final plat review	\$300	No Ordinance Fee
Plat amendment	\$150	No Ordinance Fee
Engineering review	\$160/hour, depending on engineer rate	No Ordinance Fee
Hydrologic review	\$160/hour, depending on engineer rate	No Ordinance Fee
Sidewalk fee – in lieu	\$40 per linear foot	
Annual outdoor Parklet	\$1,000	1265-2018
Variance/special exception	\$100 + required notice paid by applicant	
Appeal to the Board of Adjustment	\$100 + required notice paid by applicant	1138-2008
Certificate of appropriateness filing fee	\$10	832
<b>Public Safety Fees</b>		
Alternative suppression plan review	\$0.03/square foot with a minimum of \$54	1304-2020
Fire alarm plan review	\$0.03/square foot with a minimum of \$54	1304-2020
Fire sprinkler plan review	\$0.03/square foot with a minimum of \$54	1304-2020
Alternative suppression inspection	\$50	1304-2020
Burn permit	\$50 residential; \$100 commercial	1304-2020
Day care annual life safety inspection	\$50	1304-2020
Firework stand	\$25, +\$20/additional stand	1304-2020
Firework display	\$75	1304-2020
Fire watch	\$75/hour with a minimum of 2 hours per call-out	1304-2020
Fire alarm inspection	\$50	1304-2020
Health care facility annual life safety inspection	\$120	1304-2020
New/remodel commercial construction under 4,000 square feet	\$120/final inspection	1304-2020
New/remodel commercial construction 4,000 square feet and over	\$170/final inspection	1304-2020
Reinspection	First reinspection: no charge Each reinspection after: \$50	1304-2020
Initial OMMA inspection	\$120	1304-2020
Renewal OMMA inspection	\$120	1304-2020
All other state/federal mandated fire inspections	\$50	1304-2020
<b>Street and Public Works Fees</b>		
Cemetery plots	\$350	666
Cemetery open/closing	\$350	666
Cemetery open/closing - week end	\$700	666
Cemetery O/C cremation	\$300	666
Cemetery O/C cremation - week end	\$600	666
Cemetery all disinterment	\$500	No Ordinance Fee
Cemetery filing fee	Current county rate	County Fee

<b>Schedule of Fees and Charges</b>		
<b>*Red print indicates changes, corrections, and additions*</b>		
<b>Description</b>	<b>Fees</b>	<b>Ordinance No.</b>
Solid waste scale	\$10 minimum (under 500 pounds), \$62/ton	No Ordinance Fee
<u>Dumpsters</u>	<u>Standard dumpster service: \$60/3yd, \$70/4yd, \$90/6yd, and \$100/8yd</u> <u>Roll-off dumpster service: \$100/12yd</u> <u>Construction dumpster service: \$250/12yd, \$450/20yd, and \$500/30 yd plus \$5/day for length of rental</u>	No Ordinance Fee
Residential solid waste pickup	\$16.50	No Ordinance Fee
Commercial solid waste pickup	\$20.50	No Ordinance Fee
Street cut – asphalt -2 ft wide <b>standard cut</b>	Half cut: \$700 Full cut: \$1,400	1005-2003
Street cut – concrete -2 ft. wide <b>standard cut</b>	Half cut: \$775 Full cut: \$1,545	1005-2003
Street cut - gravel/earthen -2 ft wide <b>standard cut</b>	Half cut: \$25 Full cut: \$50	1005-2003
<b>Street cut – other/parallel cut (less than or greater than 2 ft wide) asphalt</b>	<b>\$30 per sf</b>	
<b>Street cut – other/parallel cut (less than or greater than 2 ft wide) concrete</b>	<b>\$32.50 per sf</b>	
<b>Parallel Trenching – earthen cut</b>	<b>\$.50 per linear ft.</b>	
<b>Boring</b>	<b>\$25 per bore</b>	
Curb cut	\$30	1168-2010
Additional materials during pickup	\$50/yard	1199-2013
<b><i>Storm Water Management Fees</i></b>		
Land disturbing permit (under 1 acre)	\$25	1129-2008
Land disturbing permit (1-5 acres)	\$50	1129-2008
Land disturbing permit (5-10 acres)	\$75	1129-2008
Land disturbing permit (10+ acres)	\$100	1129-2008
Floodplain permit	\$50	No Ordinance Fee
<b><i>Transportation Fees</i></b>		
Airport commercial operational lease	\$0.12 to \$0.25/square foot	No Ordinance Fee
Annual airport extended tie-down	\$500	
Airport private hangar lease	\$0.06/square foot	No Ordinance Fee
Airport T-Hangar lease	Price varies per lease agreement	No Ordinance Fee
Airport Main Hangar Rent	\$150	No Ordinance Fee

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Suzanne Myers, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_

City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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John Tyler Hammons, City Attorney



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4u  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the resignation (retirement 25 years of service) from Carl Dallis, Laborer/Operator in the Street department, effective May 31, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4v  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the resignation from Nikisha Goss, Secretary/Dispatch in the Police Department, effective April 27, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4w  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To hire Jesse Armstrong and Brodie Moore as Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4x  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To hire Aulton Childers for Part Time Laborer/Seasonal in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4y  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To hire Dustin Jackson as Part Time Laborer in the Parks and Recreation Department at \$12.25 per hour, effective April 15, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 4z  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

## Item Title

To hire Andrew Sowers, Emily Gwin, Jonah Asbill, Jamen Sims, Daisy Teague, Karsyn Shankle, Tabor Robinson, Carsyn Gilbert, Jaxon Robbins, Laith Younes, Jeremiah Auguston, and Beckett Robinson as Lifeguards in the Parks and Recreation Department at \$12.00 per hour effective May 13, 2024.

## Background

## Exhibits

None

## Funding Source

## Request



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4aa  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To hire Dulce Melo as a Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective May 13, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4bb  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the self-demotion of Travis Miller from Lieutenant to Firefighter and adjust pay according to the Collective Bargaining Agreement, in the Fire Department, effective April 18, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4cc  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the promotion of Elianah Auguston from Part Time Laborer/Concessions at \$10.07 per hour to Lifeguard at \$12.00 per hour, in the Parks and Recreation Department effective May 13, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4dd  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the promotion of Caden Waits and Chloe White from Lifeguards at \$12.00 per hour to Head Lifeguards at \$13.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4ee  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the promotion of Dorothy Swearington, Head Lifeguard at \$13.00 per hour to Senior Head Lifeguard at \$15.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4ff  
Meeting Date 5/6/2024  
Initiator c Baker, Fire Chief  
Office / Department Tahlequah Fire Department

**Item Title**

To accept the promotion of Brad Hale, Firefighter, to Lieutenant and adjust pay according to the Collective Bargaining Agreement with the IAFF, effective May 6, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 4gg  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Human Resources

**Item Title**

To accept the termination of Kristen Jones, Driver in the Solid Waste Department, effective April 26, 2024.

**Background**

**Exhibits**

None

**Funding Source**

**Request**

Item No. 6b  
 Meeting Date 5/6/2024  
 Initiator Taylor Tannehill, City Administrator  
 Office / Department Administration

**Item Title**

Discussion and possible action related to the use and expenditure of the **American Rescue Fund** and amend the budget accordingly. *City Administrator Taylor Tannehill*

**Background**

The U.S. Treasury requires funds received by municipalities via the American Rescue Plan Act must be obligated by the end of 2024. The Treasury has defined obligated as an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment. Council has previously identified areas to expend funds, however, there are remaining funds available that do not meet the definition of obligation. This agenda item is intended to make the council aware of funds that are not obligated and provide direction to Administration as to the use of the remaining funds.

**Exhibits**

None

**Funding Source**

American Rescue Fund

**Request**



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 6c  
Meeting Date 5/6/2024  
Initiator Chris Armstrong, Superintendent  
Office / Department Solid Waste

## Item Title

Discussion and possible action to approve, approve with modification, or deny **Ordinance No. 1377-2024**, an ordinance of the City of Tahlequah, Oklahoma, amending the City Code, Part 17, Utilities; Part 17-5, Solid Waste Department Establishment, and Collection and Disposal of Solid Waste, by adding **Section 17-511, Intensive Residential Developments**; providing for Codification, Severability, Repealer, and Declaring an Emergency. *Solid Waste Superintendent Chris Armstrong*

## Background

## Exhibits

1. 05.06.2024 Solid Waste Ordinance

## Funding Source

## Request

ORDINANCE NO. 1377-2024

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 17, UTILITIES; PART 17-5, SOLID WASTE DEPARTMENT ESTABLISHMENT, AND COLLECTION AND DISPOSAL OF SOLID WASTE, BY ADDING SECTION 17-511, INTENSIVE RESIDENTIAL DEVELOPMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY the City Council of the City of Tahlequah, Oklahoma:

**SECTION 1. NEW LAW.** Section 17-511 of the Tahlequah City Code is hereby added to read as follows:

**Chapter 17-5 ~~Solid Waste Department Establishment, and Collection and Disposal of Solid Waste Management System~~**

**Section 17-511. Intensive Residential Developments.**

- A. Individual carts are prohibited for the individual units of an intensive residential development. Each intensive residential development shall be required to obtain and install such number of commercial dumpsters as the Solid Waste Department may determine, from to time, is required to satisfy the solid waste management and disposal requirements of the particular intensive residential development. Each such commercial dumpster shall be enclosed in accordance with the regulations of the Solid Waste Department.
- B. As used in this section, an "intensive residential development" is any residential development properly classified as Multi-Family Low Density, Multi-Family Medium Density, Multi-Family High Density, or Mobile Home Park.

**SECTION 2. CODIFICATION.** The City Clerk is hereby directed to enter the added section into the appropriate place in the Tahlequah City Code of Tahlequah, Oklahoma, as authorized and approved by this Ordinance.

**SECTION 3. SEVERABILITY.** If any provision, paragraph, word, section of article of this Ordinance is invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

**SECTION 4. REPEALER.** All other Ordinances and parts of other Ordinances Inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

**SECTION 5. EMERGENCY.** It being immediately necessary for the preservation of the peace, health, safety and welfare of the City of Tahlequah, Oklahoma, and the inhabitants therefore, an emergency is hereby declared to exist and by reason whereof this Ordinance shall take effect and be in full force from and after its passage as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS 6th DAY OF MAY, 2024.**

THE CITY OF TAHLEQUAH, OKLAHOMA

\_\_\_\_\_  
Suzanne Myers, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Whitney Shaw, City Clerk

Approved as to form and legality this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
John Tyler Hammons, City Attorney



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 6c  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Administration

**Item Title**

Possible action to approve or deny passing **Ordinance No. 1377-2024** as an **Emergency**.

**Background**

\_\_\_\_\_

**Exhibits**

None

**Funding Source**

\_\_\_\_\_

**Request**

\_\_\_\_\_



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 6d  
Meeting Date 5/6/2024  
Initiator Danny Perry  
Office / Department Administration

## Item Title

Discussion and possible action to approve, approve with modifications or deny **ORDINANCE NO. 1379-2024**,  
An Ordinance of the City of Tahlequah, Oklahoma, amending Tahlequah City Code, Part 2, Administration and Government; Chapter 2-4 General Provisions relating to city officers and employees, by amending Section 2-407 City Offices, When Open; providing for codification, severability, repealer, and declaring an emergency. Councilor Danny Perry/City Administrator Taylor Tannehill

## Background

The proposed ordinance authorizes the Mayor to set open office hours for the City. After discussion during work session a revised work schedule would be a benefit to not only employees but also citizens.

## Exhibits

1. 05.06.2024 OfficeHourOrdinance

## Funding Source

N/A

## Request

To approve the Ordinance.

**ORDINANCE NO. 1379-2024**

**AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING TAHLEQUAHCITY CODE, PART 2, ADMINISTRATION AND GOVERNMENT; CHAPTER 2-4 GENERAL PROVISIONS RELATING TO CITY OFFICERS AND EMPLOYEES, BY AMENDING SECTION 2-407 CITY OFFICES, WHEN OPEN; PROVIDING FOR CODIFICATION, SEVERABILTY, REPEALER, AND DECLARING AN EMERGENCY.**

**NOW THEREOFRE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, IN SESSION ASSEMBLED.

**SECTION 1. AMENDATORY.** Chapter 4 of Part 2 of the Tahlequah City Code is hereby amended and shall read as follows:

Section 2-407                    City Offices, When Open

All City offices shall be open on every day of the week except Saturday and Sunday and required legal holidays ~~from 8:30 a.m. to 4:30 p.m.~~ The hours all city offices shall be open to the public on required days shall be determined by the Mayor. The council, by motion or resolution, may vary this requirement when it deems it for the good of the City. The police department and the fire department shall have appropriate personnel on duty status at all hours of every day.

**Section 2. CODIFICATION.** The City Clerk is hereby directed to enter the amended section into the appropriate place in the Tahlequah City Code of Tahlequah, Oklahoma, as authorized and approved by this Ordinance.

**SECTION 3. SEVERABILITY.** If any provision, paragraph, word, section of article of this Ordinance is invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

**SECTION 4. REPEALER.** All other Ordinances and parts of the Ordinances inconsistent or conflict with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

**SECITON 5. EMERGENCY.** An immediate necessity existing for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist by reason of which this Ordinance shall be in full force and effect from and after passage, approval and publication or posting.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF TAHLEQUAH, OKLAHOMA  
A MUNICIPAL CORPORATION.**

**BY:** \_\_\_\_\_  
**MAYOR: Suzanne Myers**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK: Whitney Shaw**

**Approved as to form and legality:**

\_\_\_\_\_  
**CITY ATTORNEY: John Tyler Hammons**



Tahlequah City Council  
**AGENDA ITEM REPORT**

Item No. 6d  
Meeting Date 5/6/2024  
Initiator \_\_\_\_\_  
Office / Department Administration

**Item Title**

Possible action to approve or deny passing **Ordinance No. 1379-2024** as an **Emergency**.

**Background**

\_\_\_\_\_

**Exhibits**

None

**Funding Source**

\_\_\_\_\_

**Request**

\_\_\_\_\_



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 6e  
Meeting Date 5/6/2024  
Initiator Suzanne Myers, Mayor  
Office / Department Administration

## Item Title

Discussion and possible action to approve, approve with modifications, or deny **Resolution No. 05-06-2024 (C)**. A Resolution to authorize the Mayor to negotiate the sale of city-owned property and donation from the Cherokee Nation.

## Background

The Cherokee Nation recently authorized the Chief to negotiate up to \$7 million dollars in exchange for Phoenix Park. Phoenix park is the proposed site for a new crisis shelter. The donated funds from Cherokee Nation is intended for the expansion of Anthis Brennan Sports Complex.

## Exhibits

1. Resolution\_Authorizing the Mayor to Negotiate

## Funding Source

N/A

## Request

To approve the resolution.

**RESOLUTION NO. 05-06-2024(C)**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO NEGOTIATE THE SALE OF CITY OWNED PROPERTY AND DONATION FROM THE CHEROKEE NATION.**

**WHEREAS**, the Cherokee Nation Tribal Council voted to authorize the Chief of the Cherokee Nation to negotiate the purchase of real property from the City of Tahlequah and make a donation to the City of Tahlequah for the purposes of expanding the City’s sports complex.

**WHEREAS**, good faith negotiations require the selection of an authorized negotiator on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THAT**

The Tahlequah City Council hereby designates Mayor Suzanne Myers as chief negotiator on behalf of the City of Tahlequah for negotiations between the Cherokee Nation and the City of Tahlequah for the sale of Phoenix Park and stipulations related to donated funds from the Cherokee Nation.

**BE IT FURTHER RESOLVED, THAT**

Final approval of any agreement related to such negotiations shall be made by the a majority vote of the City Council.

CITY OF TAHLEQUAH

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Suzanne Myers, Mayor

ATTEST:

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Whitney Shaw, City Clerk

[Seal]



# Tahlequah City Council AGENDA ITEM REPORT

Item No. 6f  
Meeting Date 5/6/2024  
Initiator Paige Harjo, Planning & Development Director  
Office / Department Planning & Development

## Item Title

Discussion and possible action to approve, approve with modification, or deny **Resolution 05-05-2024(D)** A resolution changing the zoning from Public District (P) to Community Commercial District (C-2) for a property located at 124 W. Shawnee St., Tahlequah, OK. Lots 14, 15, 16, & 17 in Block 56, Original Township to the City of Tahlequah, Cherokee County, Oklahoma, according to the official plat thereof as approved by the Tahlequah Planning Commission. *Director of Planning & Development Paige Harjo*

## Background

## Exhibits

1. Resolution\_05-06-2024(D)
2. 05.06.2024 124 W. Shawnee Zoning Change

## Funding Source

N/A

## Request

**RESOLUTION NO. 05-06-2024(D)**

**A RESOLUTION TO CHANGE THE ZONING OF THE HEREINAFTER DESCRIBED REAL ESTATE.**

**WHEREAS**, the Tahlequah City Council adopted Ordinance No. 1329-2021 on August 16, 2022. Ordinance No. 1329-2021 established Part 12, Chapter 1 – City of Tahlequah Zoning Ordinance.

**WHEREAS**, Section 7.D.2.f of the City of Tahlequah Zoning Ordinance authorizes zoning map amendments to be approved by City Council by Resolution.

**WHEREAS**, the applicant has met all notification requirements for a public hearing held by the Planning Commission of the City of Tahlequah

**WHEREAS**, the Planning Commission of the City of Tahlequah recommended unanimously by a vote of 4-0 on April 30, 2024 to approve the zoning change request at 124 Shawnee Street Tahlequah, OK.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THAT** the following described real in Cherokee County, Oklahoma, to-wit:

**LEGAL DESCRIPTION**

Lots 14, 15, 16, and 17; Block 56; Original Townsite, City of Tahlequah, Cherokee County, Oklahoma.

Shall be, and the same is, hereby changed from Public District (P) to Community Commercial District (C-2).

**PASSED AND ADOPTED** by the City Council of the City of Tahlequah on this 5<sup>th</sup> day of May, 2024, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

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Suzanne Myers, Mayor

ATTEST:

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Whitney Shaw, City Clerk

[Seal]

**TAHLEQUAH** Zoning Change Application  
City of Tahlequah

Planning & Development  
111 South Cherokee Avenue  
Tahlequah, OK 74464  
(918) 456-0651 ext. 2258

APPLICANT NAME: *City of Tahlequah*  
ADDRESS: *111 S. Cherokee Ave. Tahlequah, OK*  
PROPERTY OWNER (if different from applicant): *City of Tahlequah*  
ADDRESS: *111 S. Cherokee Ave. Tahlequah, OK*  
SUBJECT PROPERTY LEGAL DESCRIPTION: *Lots 14, 15, 16 + 17, Block 56, Original Township of Tahlequah, Cherokee County, Oklahoma*

CONTACT #: *(918) 456-0651*

CONTACT #: *(918) 456-0651*

SUBJECT PROPERTY ADDRESS (if applicable):

*124 W. Shawnee St. Tahlequah, OK*

I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I/WE HAVE BEEN NOTIFIED OF THE PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEW IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS. I/WE FURTHER STATE THAT PROOF OF PUBLICATION AND PROOF OF MAILING TO ALL OWNERS OF RECORD WITHIN 300 FEET OF THE SUBJECT TRACT FOR WHICH THIS ZONING HEARING IS REQUESTED WILL BE FILED WITH THE DIRECTOR 5 DAYS PRIOR TO THE DATE OF THE PUBLIC HEARING OF THIS REQUEST. WHEREFORE, YOUR APPLICANTS RESPECTFULLY REQUEST THAT THIS APPLICATION BE SET FOR PUBLIC HEARING IN ACCORDANCE WITH THE LAW AND THAT DUE NOTICE WILL BE GIVEN, AND UPON PUBLIC HEARING HAVING BEEN DULY HELD, THAT SAID ZONING AS ABOVE REQUESTED BE GRANTED.

Signature of Applicant: *[Signature]* Date: *3-28-24*

Signature of Property Owner: *[Signature]* Date: *3-28-24*

NOTE: IF DENIED BY PLANNING COMMISSION AN APPEAL APPLICATION MAY BE FILED IN THE OFFICE OF THE CITY CLERK WITHIN FIFTEEN (15) DAYS.

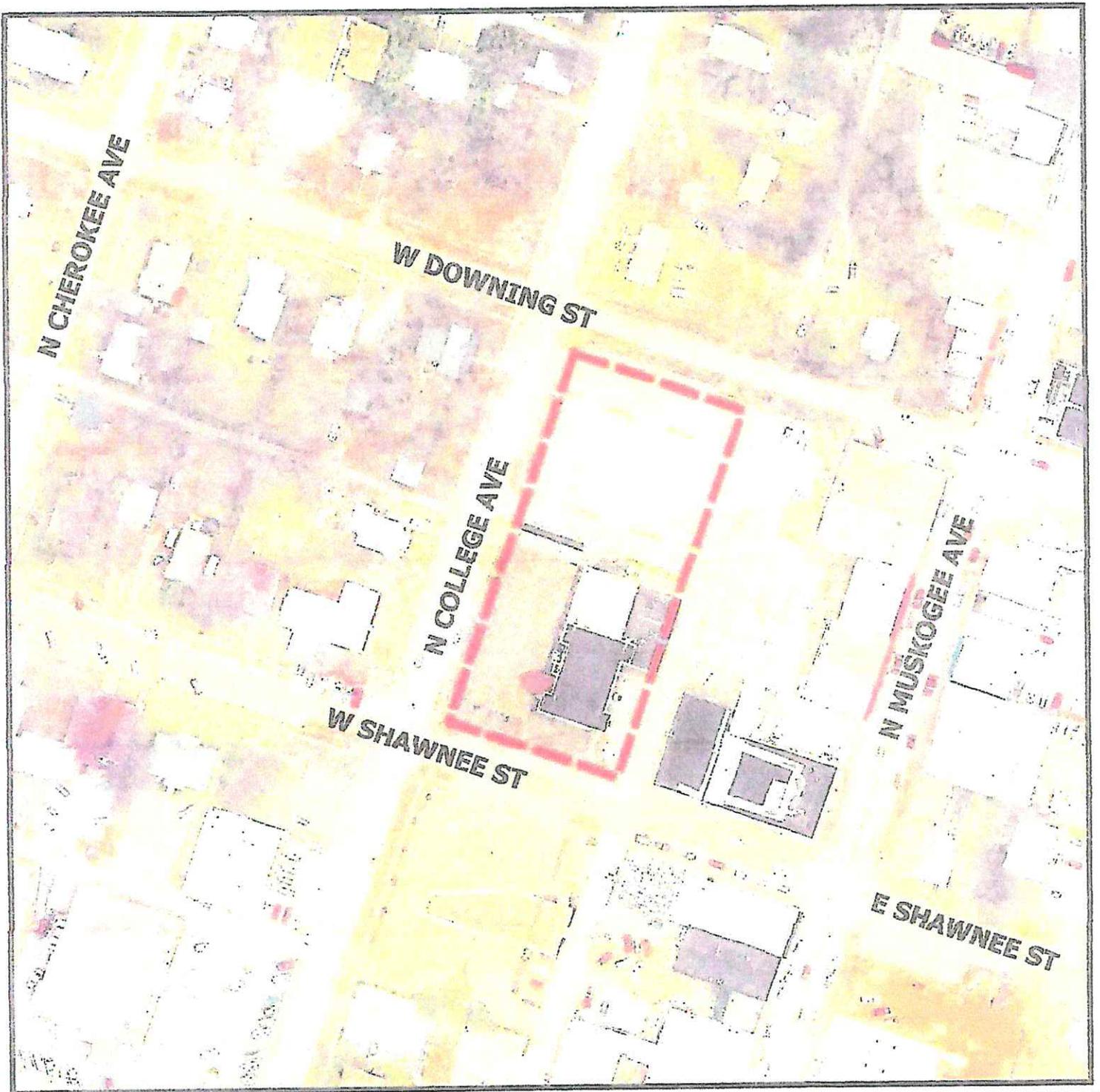
Subscribed and sworn before me this *28<sup>th</sup>* day of *March*, 20*24*

*W G Shaw*  
Notary Public

My commission expires: *09/01/2026*



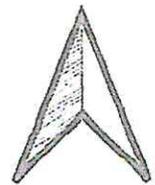
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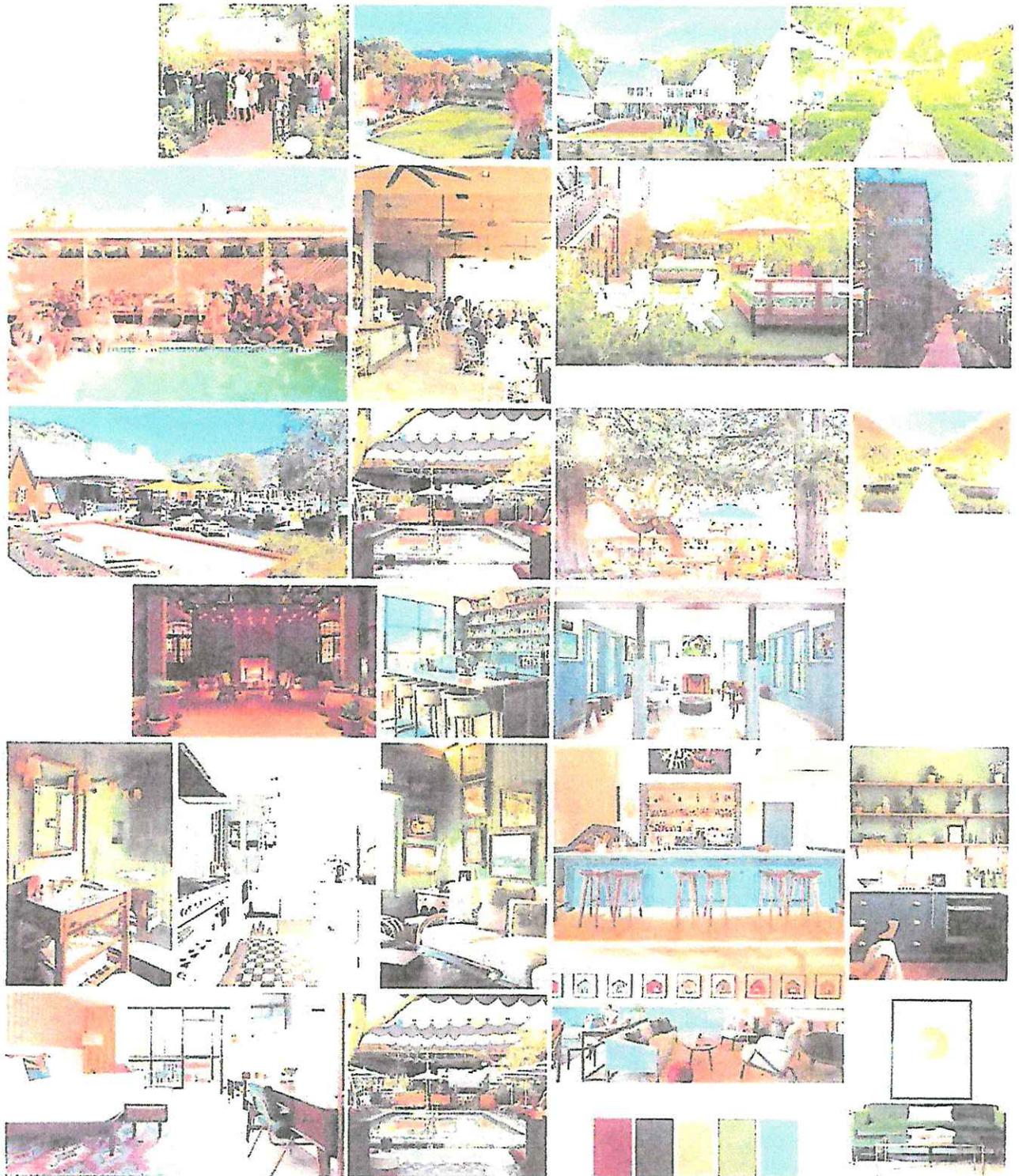


**Vicinity Map**

**124 W Shawnee Street**

**2-2024-Zoning**





Inspiration Images