

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

1. MEETING CONVENED

Meeting called to order by Mayor Catron at 5:30 pm.

Roll call as follows:

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

Others Present:

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

Not Present:

Councilor Ward I Bree Long, City Administrator Alan Chapman

Invocation – Ed Haworth, Exciting Southeast Church

Flag salute.

Public Notice: A Public Notice of meeting was provided December 6, 2022 at 4:45 p.m. to the Secretary of State of Oklahoma and additional notice was provided February 2, 2023 at 3:31 p.m. at 111 Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS:

Videoconference and/or teleconference access instructions for public attendance at the Meeting: the public, nonvoting elected officials, and City staff may remotely attend this meeting by joining the Zoom meeting via the web or the Zoom app (www.zoom.us) **Access Code 816 7895 0349** Password **4560651**. If you wish to receive a copy of any materials that are presented to the City Council, please submit your request to cityclerk@tahlequah.gov.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

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

- a) To approve the minutes from the Council Meetings on January 3, 2023.
- b) To acknowledge receipt of the November Check Register.
- c) To acknowledge receipt of the November Financial Statement.
- d) To acknowledge receipt of the December Purchasing Card statement.
- e) To acknowledge receipt of the December Check Register.

- f) To acknowledge receipt of the December Investment Schedule.
- g) To acknowledge receipt of the January Check Register.
- h) To approve a budget amendment of \$100,000 to cover Tru by Hilton rebates through June 30, 2023.
- i) To authorize the Mayor to execute and accept the Private Access Easement dated October 12, 2022 from Grantor Peggy W. Eaton.
- j) To authorize the Mayor to execute an affirmation of right to use agreement with Lake Region Cooperative, Inc. and Lake Region Technology and Communications, LLC to utilize an existing street, drainage, and utility easement for electrical distribution telecommunications distribution Recorded in Book 665 at Page 959 of the County Records of Cherokee County, Oklahoma.
- k) To authorize the Mayor to execute an agreement between the Oklahoma Department of Transportation and the City of Tahlequah to remove 1.06 mile segment of SH-82 from the State Highway System and transfer the segment to the City's Jurisdiction.
- l) To authorize the Mayor to execute a maintenance agreement between the Oklahoma Department of Transportation and the City of Tahlequah for the installation of highway illumination along SH-82, Project Number STP-211C(085)PM, Job Piece No. 27101(04).
- m) To accept the resignation from Madeline Keys, Chance Johnson, Trace Russell, and Jack McKee, Lifeguards in the Parks and Recreation Department, effective January 19, 2023.
- n) To accept the resignation from Jacie Yell, Sr. Head Lifeguard in the Parks and Recreation Department, effective January 19, 2023.
- o) To accept the resignations from Sean Downey, Jacob Brown, and Christian Self, PT Laborer (552) in the Parks and Recreation Department effective January 19, 2023.
- p) To hire Cole Duvall, Ryan Kirk, Daniel Sosa, Hailey Parris, Tyger Jimerson, and Joe Enlow III as Lifeguards in the Parks and Recreation Department at \$12.00 per hour effective May 1, 2023.
- q) To promote Claire Settle, Head Lifeguard in the Parks and Recreation Department to Sr. Head Lifeguard at \$15.00 per hour effective May 1, 2023.
- r) To promote Martin Falcon and Dorothy Swearingen, Lifeguards in the Parks and Recreation Department to Head Lifeguards at \$13.00 per hour effective May 1, 2023.
- s) To promote Robert Sturm, Labor/Operator in the Street Department to Foreman at \$40,068.78 annually, effective February 6, 2023.
- t) To hire Dalton Tolliver and Jeffrey Titus, Labor/Operators in the Street Department at \$30,148.00 annually, effective February 6, 2023.
- u) To hire Conner Ashlock, Driver in the Solid Waste Department at \$32,500 annually, effective February 6, 2023.
- v) To hire 4 Patrolman and 1 Dispatcher in the Police Department between February 6, 2023 and June 30, 2023 in anticipation of Patrolman leaving and retiring.

Vote: Ayes: Highers, Ratliff, Baker

Nays: none

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS AND REPORTS

Recognition of Years of Service for **February: NONE**

Report from Library – No report

Report from Chamber of Commerce – Verbal by Nathan Reed

Report from Tourism – Verbal by Gena McPhail

Report from the Tahlequah Main Street Association – Verbal by Jamie Hale

REGULAR SESSION

6. No items were removed from **consent** agenda
7. A presentation from Leif Kindberg of the Illinois River Watershed Partnership on “Water Quality Challenges and Opportunities on the Illinois River Watershed”.
8. No action was taken on the request from “Que for a Cause” to use Anthis-Brennan on August 4th and 5th, 2023 for a BBQ Contest. Both Councilor Ratliff and Mayor Catron acknowledged and agreed to the dates for the BBQ contest.
9. First reading of and discussion on **Ordinance No. 1348-2023**, An Ordinance of The City of Tahlequah, Oklahoma, Amending Part 15, Traffic And Vehicles, By Adding Chapter 15, Electric Motorized Scooters; Section 15-1501, Definitions; Section 15-1502, Operation of Electric Motorized Scooters; Section 11-203, Parking of Electric Motorized Scooters; Section 15-1504, Safety Regulations; Section 15-1505, Operators Permit Required; Section 15-1506, Application for Operators Permit; Section 15-1507, Denial of Permit; Section 15-1508, Suspension of Permit; Section 15-1509, Appeals; Section 15-1510, Scooter-Share Program; Section 15-1511, Identification of Shared Scooters; Section 15-1512, Insurance Requirements; Section 15-1513, Data Sharing; Providing for Codification, Severability, Repealer, and Setting an Effective Date.
10. First reading of and discussion on **Ordinance No. 1349-2023**, An Ordinance of The City of Tahlequah, Oklahoma, Amending Part 11, Parks, Recreation and Cultural Affairs; By adding Chapter 2, Special Events; by adding Section 11-201, Definition; by adding Section 11-202; Permit Required; by adding Section 11-203; Form of Application; by adding Section 11-204, Criteria for Permit; by adding Section 11-205, Bond Required; by adding Section 11-206, Decision; by adding Section 11-207, Alternatives; by adding Section 11-208, Appeals; by amending Part 14, Streets and Public Works; Chapter 2, Use and Obstruction of Streets and Sidewalks; Section 14-206, Unlawful to Obstruct Sidewalks, Streets with Merchandise; Section 14-207, Unlawful to Obstruct Unduly Sidewalks and Streets; Section 14-209, Unlawful to Congregate on Streets, Sidewalks; Providing for Codification, Severability, Repealer, and Setting an Effective Date
11. Councilor Highers made a motion and Councilor Ratliff seconded to approve a waiver of the Purchasing Policy competitive bidding requirements and accept the lowest quote for electrical work from Quintergy, in the amount of \$54,115.68, for work at the Police Department to accommodate the housing of Cherokee County 911.
Vote: Ayes: Highers, Ratliff, Baker Nays: None Motion carried
12. Councilor Ratliff made a motion and Councilor Highers seconded to approve a budget amendment for the American Rescue Fund to appropriate \$70,000 for

the remodel of the Tahlequah Police Department to accommodate the housing of Cherokee County 911.

Vote: Ayes: Ratliff, Highers, Baker

Nays: None

Motion carried

13. Councilor Ratliff made a motion and Councilor Highers seconded to exit Regular Session and enter into executive session.

Vote: Ayes: Ratliff, Highers, Baker

Nays: None

Motion carried

14. Reconvened from Executive Session at 7:08 p.m.

15. Discussion related to the possible purchase and/or appraisal of real property located at or around T16N R22E S04 (2.37 acres M/L), Tahlequah, OK 74464.

16. Special Meeting set for Friday, February 11, 2023 at 12:00 p.m.

Vote: Ayes: Ratliff, Highers, Baker

Nays: None

Motion carried

17. Meeting adjourned at 7:10 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
FRIDAY, FEBRUARY 10, 2023 - 12:00 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

1. MEETING CONVENED

- 2.** Meeting **called to order** by Mayor Catron at 12:00 pm.
City Clerk Whitney Shaw called the **Roll call as follows:**

Present:	Councilor Ward I	Bree Long
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers (12:02pm)
	Councilor Ward IV	Trae Ratliff

Others Present:

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

Absent: City Treasurer Marty Hainzinger, City Attorney JT Hammons, and City Administrator Alan Chapman

- 3. Public Notice** of meeting provided February 7, 2023 at 2:55 p.m. at 111 S. Cherokee Ave. Tahlequah, OK.
- 4.** Councilor Ratliff made a motion and Councilor Long seconded to approve the purchase and/or appraisal of real property located at or around T16N R22E S04 (2.37 acres M/L), Tahlequah, OK 74464.

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

- 5.** Meeting adjourned at 12:03 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
FRIDAY, FEBRUARY 21, 2023 - 11:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

1. MEETING CONVENED

- 2. Meeting called to order** by Mayor Catron at 11:32 am.
City Clerk Whitney Shaw called the **Roll call as follows:**

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

Others Present:

Mayor Sue Catron, City Attorney JT Hammons, City Administrator Alan Chapman,
City Clerk Whitney Shaw, IT Director Randy Powell

Absent: City Treasurer Marty Hainzinger

- 3. Public Notice** of meeting provided **February 16, 2023 at 10:55 a.m.** at 111 S. Cherokee Ave. Tahlequah, OK.
- 4. Councilor Long** made a motion and **Councilor Ratliff** seconded to **exit** Regular Session and enter into **Executive Session**.
Vote: Ayes: Long, Ratliff, Highers, Baker **Nays:** None **Motion carried**
- 5. Councilor Ratliff** made a motion and **Councilor Highers** seconded to **reconvene** Regular Session at 11:51 a.m.
Vote: Ayes: Ratliff, Highers, Baker, Long **Nays:** None **Motion carried**
- 6. Councilor Ratliff** made a motion and **Councilor Highers** seconded to **authorize** the Mayor to execute the **settlement agreement** in **case CJ-20-158**, Carr v City, in Cherokee county district court.
Vote: Ayes: Ratliff, Highers, Baker, Long **Nays:** None **Motion Carried**
- 7. Meeting Adjourned** at 11:52 a.m.



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

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



Account Number: XXXX XXXX XXXX 3494
CITY OF TAHLEQUAH
Statement Closing Date: 12/30/22

Page 1 of 4

Corporate Account Summary

Previous Balance		\$201.02
Purchases and other Charges	+	\$1,928.33
Cash Advances	+	\$0.00
Credits	-	\$0.00
Payments	-	\$201.02
Late Payment Charge	+	\$0.00
Finance Charges	+	\$0.00
New Balance		\$1,928.33
Disputed Amount		\$0.00

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

Manage your account online at:
www.arvest.com

Corporate Account Summary

Past Due Amount	\$0.00
Credit Limit	\$50,000.00
Available Credit Limit	\$48,071.67
Cash Advance Credit Limit	\$0.00
Days in Billing Cycle	30
Statement Closing Date	12/30/22
Minimum Payment Due	\$58.00
Payment Due Date	01/23/23

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

Corporate Account Activity

Trans Date	Post Date	Reference Number	Description	Amount
12/23	12/23		AUTO PAYMENT DEDUCTION	-\$201.02

Interest Charge Calculation

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

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

Cardholder Account Summary

Name and Account Number	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
MARK MANSHIP XXXX XXXX XXXX 4161	\$1,000	\$0.00	\$156.03	\$0.00	\$156.03
RANDY POWELL XXXX XXXX XXXX 4252	\$1,000	\$0.00	\$514.97	\$0.00	\$514.97
MANAGERIAL 1 XXXX XXXX XXXX 9136	\$1,000	\$0.00	\$463.00	\$0.00	\$463.00
STREET DEPARTMENT XXXX XXXX XXXX 9169	\$1,000	\$0.00	\$562.34	\$0.00	\$562.34

(summary continued on next page)

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

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

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

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

Account Number XXXX XXXX XXXX 3494
New Balance \$1,928.33
Minimum Payment Due \$58.00
Payment Due Date 01/23/23

Amount enclosed \$

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

Arvest Bank
PO BOX 2149
Lowell AR 72745

4485630000803494 0005800 0192833



Account Number: XXXX XXXX XXXX 3494
CITY OF TAHLEQUAH
Statement Closing Date: 12/30/22

Page 3 of 4

Cardholder Account Summary cont.

Name and Account Number	Credit Limit	Credits	Purchases	Cash Advances	Total Activity
FIRE DEPARTMENT XXXX XXXX XXXX 9177	\$1,000	\$0.00	\$99.99	\$0.00	\$99.99
RECREATION DEPT XXXX XXXX XXXX 5298	\$1,000	\$0.00	\$132.00	\$0.00	\$132.00

Cardholder Account Activity

MARK MANSHIP XXXX XXXX XXXX 4161	Credit Limit \$1,000	Credits \$0.00	Purchases \$156.03	Cash Advances \$0.00	Total Activity \$156.03
Trans Date	Post Date	Reference Number	Description	Amount	
12/17	12/19	24121572351000351170011	LIBERTY MECHANICAL COR 999-9999999 OK	\$52.00	
12/16	12/19	24270742350900014803024	AP ELECTRIC & GENERATOR 847-5169882 WI	\$104.03	
RANDY POWELL XXXX XXXX XXXX 4252	Credit Limit \$1,000	Credits \$0.00	Purchases \$514.97	Cash Advances \$0.00	Total Activity \$514.97
Trans Date	Post Date	Reference Number	Description	Amount	
12/07	12/08	24906412341162353304940	DNH*GODADDY.COM 480-5058855 AZ	\$499.98	
12/23	12/26	24011342357000049770813	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$14.99	
MANAGERIAL 1 XXXX XXXX XXXX 9136	Credit Limit \$1,000	Credits \$0.00	Purchases \$463.00	Cash Advances \$0.00	Total Activity \$463.00
Trans Date	Post Date	Reference Number	Description	Amount	
12/02	12/05	24692162336101691578209	INTUIT *CHECKS / FORMS CL.INTUIT.COM CA	\$11.76	
12/02	12/05	24692162336101691577177	INTUIT *CHECKS / FORMS CL.INTUIT.COM CA	\$451.24	
STREET DEPARTMENT XXXX XXXX XXXX 9169	Credit Limit \$1,000	Credits \$0.00	Purchases \$562.34	Cash Advances \$0.00	Total Activity \$562.34
Trans Date	Post Date	Reference Number	Description	Amount	
12/19	12/20	24692162353103483613366	SQ *AG PARTS.PLUS GOSQ.COM OH	\$562.34	
FIRE DEPARTMENT XXXX XXXX XXXX 9177	Credit Limit \$1,000	Credits \$0.00	Purchases \$99.99	Cash Advances \$0.00	Total Activity \$99.99
Trans Date	Post Date	Reference Number	Description	Amount	
12/02	12/05	24692162336102098138746	NFPA NATL FIRE PROTECT 800-344-3555 MA	\$99.99	
RECREATION DEPT XXXX XXXX XXXX 5298	Credit Limit \$1,000	Credits \$0.00	Purchases \$132.00	Cash Advances \$0.00	Total Activity \$132.00
Trans Date	Post Date	Reference Number	Description	Amount	
12/05	12/06	24323032339207682100207	HARDSCAPE MATERIALS INC BIXBY OK	\$132.00	

City of Tahlequah Working Fund Investments

As of January 31, 2023

BANK	AMOUNT	PERCENTAGE
Bank Accounts		
Reserve Operating Armstrong	\$2,725,543.40	3.0%
Streets & Sidewalks Armstrong	\$4,381,608.62	3.0%
General Fund Sweep Bank First	\$6,625,276.42	3.94%

BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
American Express Natl Bk	\$248,000.00	1.60%	3/4/2024
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Capital One Bk USA Natl Assn	214,000.00	3.30%	8/12/2024
Capital One Nat'l Assn McLean	\$31,000.00	3.40%	9/9/2024
Citizens Bk Na Providence RI	\$241,000.00	3.25%	9/14/2023
Goldman Sachs Bank USA CD	\$200,000.00	2.60%	3/22/2024
Santander Bk Natl Assn	\$241,000.00	3.10%	3/14/2023
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Morgan Stanley Private Bk Natl	\$238,000.00	4.60%	11/10/2023
Pinnacle Bank Nashville	\$249,000.00	2.50%	7/24/2023
Silvergate Bk La Jolla Calif	\$246,000.00	3.10%	3/14/2023
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Toyota FINL Svgs Bk Hend NV	\$200,000.00	2.40%	6/23/2023
Truist Bk Charlotte N C	\$244,000.00	4.25%	5/9/2023
UBS BK USA Salt Lake City UT	\$100,000.00	1.90%	5/10/2023
UBs BK USA Salt Lake City UT	\$150,000.00	2.85%	5/13/2024
United Fid Bk Fsb Evansville	\$247,000.00	3.90%	2/16/2023
Cash	\$277,000.00		
TOTAL	\$3,861,000.00		



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COPY



March 6, 2023

The Oklahoma Aeronautics Commission
110 N. Robinson, Suite 200
Oklahoma City, OK 73102

Dear Commission,

In accordance with Title 3, Section 85 (G)(3) of the Oklahoma Statute, the City of Tahlequah (City) requests that the Oklahoma Aeronautics Commission (Commission) act as its agent as set forth in the above statute for a project that consists of developing a preliminary engineering report for the runway rehabilitation and new runway lights construction at Tahlequah Municipal Airport.

The responsibilities of the Commission shall be as stated in section 3 of the above statute;

The Commission shall be designated as the agent of this state or political subdivision of this state for the purpose of applying for, receiving, administering and disbursing federal funds and other public monies for the benefit of general aviation airports, except reliever airports, as may be available under applicable federal law or other laws. If requested by a political subdivision, the Commission may act as its or their agent in contracting for and supervising such planning, acquisition, construction, improvement, maintenance, or operation; and all political subdivisions are authorized to designate the Commission as their agent for the foregoing purposes. The Commission, as principal on behalf of the state, may enter into any contracts with the United States or with any person, which may be required in connection with a grant or loan of federal monies for municipal airport or air navigation facility purposes. All federal monies accepted under this section shall be accepted and transferred or expended by the Commission upon such terms and conditions as are prescribed by the United States. All monies received by the Commission pursuant to this section shall be deposited in the Oklahoma Aeronautics Commission Fund in the State Treasury and shall be paid out by the Commission in accordance with the terms and conditions of any agreement entered into under the provisions of this section.

Should you have any questions, please contact _____ at _____.

Sincerely,

Mayor

City Clerk

(SEAL)

TRI-PARTY MEMORANDUM OF UNDERSTANDING AND
MUTUAL ACCESS PARKING AGREEMENT

COPY

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made as of the Effective Date of all parties signing, by and between the City of Tahlequah, Oklahoma, an Oklahoma municipal corporation (hereinafter the "City"); Board of County Commissioners of Cherokee County, Oklahoma, an Oklahoma political subdivision (hereinafter the "County") and the United Methodist Church of Tahlequah (hereinafter the "Church").

WHEREAS, the City, County and Church have enjoyed a mutually acceptable arrangement for the joint utilization of parking spaces around the City/County complex and Church for many years.

WHEREAS, the City, County and Church wish to continue the present arrangement whereby the patrons of the City/County complex can continue to use the Church parking area and the Church patrons can continue to use the City/County parking areas.

WHEREAS, the City, County and Church recognize that the alley on the south side of the Church parking lot is the responsibility of the City to maintain.

WHEREAS, the City, County and Church recognize that over many years the wear and tear on the parking lot has deteriorated the surface conditions and that potholes are a safety concern for the patrons.

WHEREAS, the City, County and Church agree that the maintenance and repair of the Church parking lot surface area containing approximately 26,000 square feet is of mutual benefit for all parties.

NOW, THEREFORE, based upon the above recitals, the City, County and Church hereby enter into this MOU and agree as follows:

Section 1. Agreement

- A. The City, County and Church agree to split the costs of materials to resurface the parking area owned by the Church (the "Project"), three ways with the estimated costs of Twelve Thousand Dollars (\$12,000.00) from each party. A description of the parking area is attached hereto as Exhibit A. Should the costs exceed the estimate by more than Ten Percent (10%) further approval will be needed from the City, County and Church. The City and County agree to perform the re-surfacing with equipment and labor as its mutually agreed by the City and the County.
- B. In exchange for the respective contributions of the City and County, the Church does hereby lease to each of the City and County _____ parking spots in the Church's parking area during the Term without further compensation. Both the City and the County may use such leased spaces in the manner as each may determine best, including but not limited to, allowing free public parking for citizens needing to do business with either the City or County.

Section 2. Term and Termination

- A. **Term of Agreement** The effective date of this Agreement shall be the date of approval by the signing parties (the "Effective Date"). The initial term of this Agreement will commence on the Effective Date and will continue for a period of Five (5) years (the "Initial Term"). This Agreement may be renewed, by mutual written agreement of all parties for successive one (1) year periods (each one-year period a "Renewal Term" and collectively with the Initial Term, the "Term"). All terms of this Agreement shall remain in full force and effect during the Term.
- B. Any party to the agreement shall have the right to terminate this agreement after the end of the Initial Term by providing the other parties with ninety (90) days prior written notice.

Section 3. Insurance

Throughout the Term, the City, County and Church shall maintain, at its sole costs and expense, liability insurance as part of its insurance policy to cover any liabilities that arise as a result of such party's use of the property.

Section 4. Restrictions

The parties shall not, at any time, erect, construct, or install or cause to be erected, constructed or install anything on the parking areas referenced in this Agreement without prior written consent.

Section 5. Jurisdiction and Venue

Any disputes under this agreement shall be subject to the laws of the State of Oklahoma, and venue shall lie in Cherokee County, Oklahoma

Section 6. Severability

If any term, covenant, or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforceable as permitted by law.

Section 7. Notice

All notices required under this Agreement shall be effective only if in writing or in a form of electronic transmission that provides evidence of receipt and shall be sent to the address as set forth in the undersigned part of this agreement.

Section 8. Entire Agreement

This Agreement forms the entire agreement between the parties and all prior negotiations and agreements whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by all parties.

Section 9. Maintenance and Repairs

It is understood between the City, County and Church that this Agreement and the Project it envisions is a one-time event and that the ongoing maintenance and repairs of the parking area is the responsibility of the Church at its sole costs and expense, including but not limited to, maintenance and repair as needed to keep the property in good working order and condition, including without limitation, pothole repair, lighting, appropriate sweeping, snow and ice removal.

Section 10. Time is of the essence

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

Memorandum of Understanding

Page 2 of 3

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, the corporate parties by their officers duly authorized.

CITY OF TAHLEQUAH, OKLAHOMA

Sue Catron, Mayor

Attest:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY this _____ day of _____,
20_____.

JT Hammons, City Attorney

BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY

 2-6-23

County Commissioner - District 1



County Commissioner - District 2

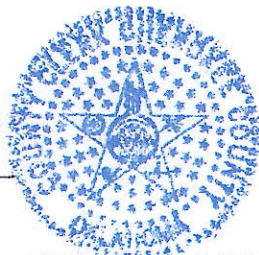


County Commissioner - District 3

Attest:



County Clerk



UNITED METHODIST CHURCH OF
TAHLEQUAH

Authorized Representative

COPY

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made on the _____ day of _____, 20____ (the "Effective Date") between the City of Tahlequah, Oklahoma, an Oklahoma municipal corporation (the "City") and _____ (the "Official").

For and in consideration of the mutual benefits received and exchanged by and between the parties hereto, they agree to all conditions and terms hereof:

1. The Official was recently elected to a position of trust within the City but has yet to take office. The City and Official desire to establish a working relationship by which the City, through its appropriate officials, may share confidential information to the Official before the Official assumes public office.
2. In the course of discussions between the parties commencing on or about the Effective Date, the City may disclose to the Official or confidential details concerning the operations and activities of City, including but not limited to information of a confidential nature. Such information is proprietary in nature and is owned solely by City, as such, the same shall not be disclosed except where required by law.
3. The Official agrees to keep strictly confidential any information that they may acquire or be informed of during the course of discussions with the City or through disclosure from the City prior to the Official assuming public office of the City's operations, except information which is already known to the Official at the time of disclosure, or which thereafter becomes publicly known or available, or which is rightfully received thereby from a third party, or which is independently developed, or which is otherwise required by law to be publicly disclosed.
4. Any information required to be kept confidential shall not be used in any way whatever, except as may be necessary to accomplish the purposes of the City and the Official effectuating a smooth transition as the Official assumes public office. Any such information shall not be disclosed to any third party or agent of Official unless such third party or employee shall agree to be bound by the terms of this letter.
5. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. The parties hereto agree to consent to venue in Cherokee County, Oklahoma, for any action arising under this agreement. The promises herein contained survive forever, regardless of the outcome of negotiations.

BY THE CITY OF TAHLEQUAH, OKLAHOMA

BY THE OFFICIAL

By: Sue Catron, Mayor

Attest: Whitney Shaw, City Clerk

CHARTER OF THE CITY OF TAHLEQUAH

PREAMBLE

We, the people of the City of Tahlequah, under the authority of the Constitution of the State of Oklahoma, do ordain and establish this Charter for the City of Tahlequah.

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Article I – Name, Boundaries, Powers

SECTION 1-01. Name; Boundaries

The municipal corporation now existing and known as "The City of Tahlequah" shall remain and continue a body politic and corporate under the same name and with the same boundaries with power and authority to change its boundaries in the manner authorized by law.

SECTION 1-02. Powers; Rights; Liabilities

- A. By the name of "The City of Tahlequah," the City shall have perpetual succession, and shall own, possess or hold all real and personal property, heretofore owned, possessed or held by the said City of Tahlequah, and shall assume, manage, and dispose of all trusts in any way connected therewith.
- B. The City succeed to all the rights and liabilities and shall acquire all benefits, and shall assume and pay all bonds, obligations and indebtedness of said City of Tahlequah, by that name may sue and defend, plead, and be impleaded, in all courts and places, and in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may purchase, receive, hold and enjoy, or sell and dispose of, real and personal property.
- C. The City may receive bequests, devises, gifts, and donations of all kinds of property, in fee simple or in trust for public, charitable or other purposes and do all things and acts necessary to carry out the purposes of such bequests, devises, gifts, and donations with power to manage, sell, lease or otherwise dispose of the same in accordance with the terms of the bequests, devises, gifts, or donations.
- D. The City shall have the power within or without its territorial limits, to construct, condemn and purchase, acquire, lease, add to, maintain, conduct and operate, water works, light plants, power plants, and other public utilities or works or ways, in whole or in part, and everything required therefor, for the use of said City and the inhabitants thereof, and any such system, plants or works or ways, or any contracts in relation or connection therewith, that may exist and which said City may desire to purchase, in whole or in part, may be purchased or acquired by said City which may enforce such purchase by proceedings at law as in taking land for public use by right of eminent domain, and shall have the power to issue bonds upon the vote of the electors, at any special or regular election, in any amount necessary to carry out any of said powers or purposes.
- E. The legislative, executive and judicial powers of the City shall extend to all matters of local and municipal government, it being the intent hereof that the specifications of particular powers by any other provision of this Charter, shall never be construed as impairing the effect of the general grant of powers of local government hereby bestowed.
- F. The City shall have all powers, privileges and functions which by or pursuant to the Constitution of this State, have been or could be granted to or exercised by any City of the first class.
- G. The City shall have the power to license and regulate by ordinance the transportation of persons and property within the streets, alleys, and all other public places in the City, and to prescribe by ordinance rules governing all persons, corporations, or vehicles engaged or used in such transportation.
- H. All powers of the City shall, except as otherwise provided in this Charter, be vested in the officers and agents hereinafter provided for and subject to distribution and delegation of such powers as provided in this Charter, or by ordinance.

Article II – Municipal Elections

SECTION 2-01. Charter to Govern Elections

Except as herein provided by this charter, all elections for municipal officers in the City of Tahlequah, shall be held and conducted as provided by the Statutes of the State of Oklahoma, and where applicable all provisions of the election laws of the State shall govern at all elections held by the City of Tahlequah.

SECTION 2-02. Time for Regular Elections.

On the first day in February 2023, authorized for state elections by the State Election Board and every four years thereafter, there shall be held a regular election conducted at the regular voting places within the City of Tahlequah for the election of municipal officers up for election pursuant to Section 26 of Article IV of this Charter, consisting of councilors in wards three (3) and four (4) and for a mayor; and, on the first day in June 2023 authorized for state elections by the State Election Board there shall be held a special election conducted at the regular voting places within the City of Tahlequah for the election of municipal officers consisting of councilors in wards one (1) and two (2). Beginning on the first day in February 2025 authorized for state elections by the State Election Board and every four years thereafter, there shall be held a regular election conducted at the regular voting places within the City of Tahlequah for the election of municipal officers up for election pursuant to this Charter, consisting of one councilor each in wards one (1), two (2), three (3), and four (4), and a city treasurer, a city clerk, a chief of police, and a street commissioner. The mayor, city treasurer, city clerk, chief of police and street commissioner shall be voted upon by the electors of the city at large. The members of the city council shall be voted upon by the electors of the respective wards as hereinafter defined.

SECTION 2-03. Candidates for Office.

Any qualified elector of the City of Tahlequah, may become a candidate for any of the offices to be filled by the electors at large, and any qualified electors of the ward may become a candidate for member of the council for such ward, by filing with the city clerk, not less than sixty (60), nor more than sixty-five (65) days next preceding the date of the election, his or her written request to be placed upon the official ballot. The city clerk shall cause to be prepared an official ballot in accordance with such requests, and with the provisions hereof, and cause the same to be printed, as hereinafter provided, and only such official ballot shall be used at such election. The candidate for any office to be filled, receiving the majority of votes cast for such office, shall be declared elected to the office. In the event one candidate does not receive a majority of votes cast, a run-off election between the two candidates receiving the most votes shall be conducted on the first day in April authorized for state elections by the State Election Board following the regular election.

SECTION 2-04. Qualifications of Elections.

In the regular election provided for hereunder, only such persons shall be qualified to vote as electors therein as are qualified and registered under the general statutes of Oklahoma providing for qualification and registration of electors, and only such electors as are residents of the City of Tahlequah.

SECTION 2-05. Precincts and Polling; Manner of Conducting Election.

All elections with the City of Tahlequah shall be held at the regular polling places and there shall be at least one polling place in each precinct, and electors shall vote only in the precinct in which they have registered or to which they have been duly transferred. Where a precinct extends

beyond the City limits, such precinct, for the purposes of elections under this Charter, shall be deemed as extending only to the city limits.

SECTION 2-06. Preparation of Ballots.

The ballots to be used in all regular elections for officers in the City of Tahlequah shall be caused to be printed by the persons now charged under the laws of the State of Oklahoma with that duty, and said persons shall distribute said ballots, together with the necessary election supplies, to the officers duly appointed for the holding of said election prior to the day designated for the holding of said election.

SECTION 2-07. Counting and Return of Ballots.

The ballots shall be counted as provided by the general election laws of the State, and a certificate of the vote for each candidate shall be sealed as therein provided, and said ballots and ballot books shall be disposed of as provided by the general election laws of the State.

SECTION 2-08. Ballots for Regular Election.

Whenever one or more measures or questions are submitted to the people and are to be voted upon at the same time as any officer or officers are to be elected, such measures and questions shall be submitted upon a ballot separate from that bearing the names of candidates for office.-

Article III – Powers of the Electorate

SECTION 3-01. Direct Legislation.

Any proposed ordinance may be submitted to the Council by petition signed by qualified electors of the City, equal in number to the percentage hereinafter required.

SECTION 3-02. Twenty-Five Per Centum Petition.

If the petition accompanying the proposed ordinance be signed by qualified electors equal in number to twenty-five percent of the last preceding vote cast for all candidates for Mayor, and contains a request that said proposed ordinance be submitted to a vote of the people, if not passed by the Council, the Council shall submit such proposed ordinance to a vote of the qualified electors of the City at an election, regular or special, to be held for that purpose, and the form of such petition, the manner of procuring and filing the same, and the time and manner within which election shall be held thereunder, shall be governed by ordinance or ordinances sufficient to carry out the purposes of this provision.

SECTION 3-03. Several Ordinances at One Election.

Any number of proposed ordinances may be voted on at the same election in accordance with the provisions of this Article and the ordinances which may be passed by the Council in furtherance thereof.

SECTION 3-04. Limit to Special Election.

There shall not be held under this Article of the Charter, more than one special election in any period of twelve (12) months, for the submission of the same proposition.

SECTION 3-05. Repeal of Electoral Ordinance.

The Council may submit a proposition for the repeal or amendment of any ordinance so adopted by electoral vote, to be voted upon at any succeeding regular municipal election, and should such proposition so submitted receive a majority of the votes cast therefor at such election, such

ordinance shall be repealed or amended accordingly. No ordinance adopted by electoral vote can be repealed or amended except by electoral vote.

SECTION 3-06. Mode of Protesting Against Ordinances.

No ordinance passed by the Council shall go into effect before thirty (30) days from the time of its passage, except ordinances making a tax levy or appropriations or in respect to improvement districts or subdistricts and special assessments; and excepting also any ordinance for the immediate preservation of the public health, peace, or safety, which contains a statement of its urgency. If, during said thirty (30) days, a petition signed by the qualified electors of the City equal in number to at least twenty-five percent of the last preceding vote cast for all candidates for Mayor be presented to the Council, protesting against the going into effect of such ordinance, the same shall thereupon be suspended from going into effect and it shall be the duty of the Council to reconsider such ordinance, and if the same be not entirely repealed, the Council shall submit the ordinance to a vote of the qualified electors of the City, either at the next regular municipal election or at a special election to be called for the purpose, and such ordinance shall not go into effect unless a majority of the qualified electors voting on the same shall vote in favor thereof.

SECTION 3-07. Reference by the Council.

The Council may, of its own motion, submit to electoral vote for adoption or rejection at a regular or special municipal election any proposed ordinance, or measure in the manner and with the same force and effect as if a petition therefor had been filed as provided in the last preceding section.

SECTION 3-08. Ordinance Receiving the Highest Number of Votes to Prevail.

If the provisions of two (2) or more proposed ordinances or measures adopted or approved at the same election conflict, then the ordinance or measure receiving the highest affirmative vote shall control.

SECTION 3-09. Regular Procedure.

The form of petition for exercising the referendum, and of the procedure thereunder, and for the referendum and of the procedure thereunder, and for the reference by the Council of any matter upon its own motion, and of the matters and things pertaining to the carrying into effect of this Charter shall be provided for by ordinance, and all such matters shall be regulated and governed by such ordinances as the Council may prescribe.

SECTION 3-10. Enacting Clause.

The style of every ordinance submitted to the vote of the people by initiative petition or by the voluntary action of the Council shall be as follows: "Be it ordained by the people of the City of Tahlequah:" and every such ordinance when passed by popular vote shall be signed by the Mayor and attested by the Clerk as so passed.

SECTION 3-11. Initiative Ordinances Repealed by the Electoral Vote.

The Council may submit the repeal of any proposed amendment of any ordinance so adopted to the electors to be voted upon at any succeeding regular election and should such proposal for repeal of amendment receive an affirmative majority of all votes cast thereon, such ordinance shall be repealed or amended accordingly.

SECTION 3-12. Council May Initiate Measure.

The Council of its own motion may submit to the electoral vote for adoption or rejection at a regular or special municipal election any proposed ordinance or measure in the manner and with the same force and effect as if a petition therefor had been filed as in this Charter provided.

SECTION 3-13. Franchise Petitions.

Whenever a petition is signed by a number of qualified electors of the City of Tahlequah equal to twenty-five percent (25%) of the total number of votes cast at the next preceding regular municipal election, demanding that a franchise be granted, extended, or renewed and if at said election a majority of the electors voting thereon shall vote for the grant, extension or renewal of such franchise and same shall be granted by the Council and Mayor at the next succeeding regular meeting of the Council.

Article IV – Duties of Elected Officials

SECTION 4-01. Legislative Powers.

The legislative branch of the City government shall consist of a City Council composed of eight (8) councilors and the Mayor. The Council shall exercise such legislative powers as may be authorized by and not inconsistent with the general laws of the State of Oklahoma and shall set up such judicial authority as it may find necessary to enforce the ordinances of the City. The Council shall have executive authority over all affairs of the City, except those specifically delegated to the Utility Board hereinafter provided for.

SECTION 4-02. Distribution Of Councilors.

- A. Members of the council shall consist of two (2) from each ward of the city. For the purposes of electing councilors, the city is hereby divided into four (4) wards, which shall be bounded and described as follows:

Ward No. 1 shall consist of all that part of the City of Tahlequah lying northerly of Downing Street and U.S. Highway 62 and easterly of Muskogee Avenue, extending northeasterly from Downing Street to Valley Avenue extending northeasterly to Grand Avenue, thence northerly along Grand Avenue until it reaches State Highway 82 and thence northward along State Highway 82.

Ward No. 2 shall consist of all that part of the City of Tahlequah lying southerly of Downing Street and U.S. Highway 62 and easterly of Muskogee Avenue, extending southward along U.S. Highway 62.

Ward No. 3 shall consist of all that part of the City of Tahlequah lying southerly of Choctaw Street and State Highway 51 and westerly of Muskogee Avenue and U.S. Highway 62.

Ward No. 4 shall consist of all that part of the City of Tahlequah lying north of Choctaw Street and State Highway 51 and westerly of Muskogee Avenue extending northeasterly from Choctaw Avenue to Valley Avenue and thence northeasterly along Valley Avenue to Grand Avenue; thence northerly along Grand Avenue until it reaches State Highway 82 and thence northward along State Highway 82.

The above-described ward boundaries shall be effective until the next decennial census of the United States.

- B. In January of the year 2001, and thence every 10 years after that the ward boundaries may be changed as herein set forth. There shall be appointed a City of Tahlequah Redistricting Recommending Committee. This Committee shall consist of five (5) members. One member shall be appointed by the Mayor and one member of the Committee shall be appointed by each of the respective four (4) City Councilors. It shall be the duty of the Committee to investigate the population of the City of Tahlequah in light of the most recent census figures and to recommend adjusting the ward boundaries of the City of Tahlequah; if necessary. It shall be the duty of the Committee to issue its report recommending readjustment of the ward boundaries of the City of Tahlequah by July 1 of the year following the appointment. The findings of the Committee shall be recommended to the Mayor and the City Council of the City of Tahlequah and with the issuance of its report the term of office for the members of the Committee shall then expire, but in no event shall the term of office of the Committee extend beyond the date of July 1 following the year of appointment. The City Council shall have the boundaries of the City of Tahlequah to accomplish redistricting consistent with the laws of the United States and the State of Oklahoma.

SECTION 4-03. Term of Office.

All elected officers shall qualify and assume office on the first Monday in May succeeding their election and they shall hold office until their successor shall have been elected and qualified. The term of office shall be for a period of four (4) years. To implement a system of staggered terms among the city councilors, at the regular election to be in February 2023, the two candidates receiving the highest number of votes for wards three (3) and four (4) will take office, with the candidate receiving the highest number of votes serving a four (4) year term and the candidate receiving the second-highest number of votes serving a two (2) year term. Thereafter and at all following elections, Councilors and Mayor, and all elective officers, shall be elected for a four (4) year term.

SECTION 4-04. Vacancies.

Whenever a vacancy occurs in the Council by reason of death, resignation, incapacity, or removal of a member, the Council shall appoint an eligible person from the ward from which the vacancy occurs to fill such vacancy until the next regular municipal election.

SECTION 4-05. Removal by Council.

Whenever any person elected or appointed to the Council neglects or refuses or fails to qualify within ten (10) days of the beginning of the term for which he has been chosen, and whenever a Councilman neglects or refuses or fails to attend the meetings of the Council for ninety (90) days without first having the consent of the Council, which consent must be entered upon its records, or removes from the City, is convicted of a felony or judicially declared a lunatic, as defined by statute, the Council shall declare that a vacancy exists and proceed to elect a successor to such Councilman elect or Councilman in the manner provided for in the next preceding section.

SECTION 4-06. Qualifications.

No person shall be eligible for any elected office of the City of Tahlequah unless the person be a citizen of the United States and of the State of Oklahoma at least twenty-five (25) years of age, and a qualified voter in the City of Tahlequah, and shall have been immediately preceding election

an actual resident of the City of Tahlequah. Councilors must be an actual resident of the ward from which they are elected. All elected officials must maintain an actual residence within the limits of the city during his or her term of office, and that no person previously convicted of felony under either state or federal law shall be eligible to hold elective office under the government of the city of Tahlequah, Oklahoma.

SECTION 4-07. Oath of Office.

All elected officers shall upon assuming office take and subscribe to an oath to support the Constitution of the United States and of the State of Oklahoma and the Charter of the City of Tahlequah, and diligently to perform the duties of his office.

SECTION 4-08. Holding Other Offices.

No member of the council shall be appointed to any office or position, for which any other compensation is paid by the city, under the city during the term of office as councilor.

SECTION 4-09. No Direct Interest in City Expenditures.

No member of the Council shall have any financial interest in or reap any financial benefit directly or indirectly from any expenditures of the City, save as the result of the general benefit arising from the maintenance of the streets, alleys, parks and public places in the City of Tahlequah.

SECTION 4-10. Salaries of Elected Officers.

The salaries of all elected officers shall be and remain the same as they were immediately before the adoption of this Charter and until changed in the manner hereinafter provided.

SECTION 4-11. Compensation of Officers and Employees.

The Council shall fix the compensation of all officers and employees appointed by it.

SECTION 4-12. Changes in Compensation.

The Council may by ordinance change, designate and fix the salary of the elected officers of the City of Tahlequah, said change to become effective at the beginning of the succeeding term of office.

SECTION 4-13. Selection of Other Officers and Employees.

All officers and employees of the City of Tahlequah, other than elective officers and except as hereinafter specifically provided, shall be selected and appointed by the mayor or council and approved by the council. Their term of office, conditions of servitude, and compensation shall be fixed and determined by the council, and they shall hold office during the pleasure of the council.

SECTION 4-14. Officers of the Council.

The Mayor shall preside over the council at its sessions. A president of the Council shall be elected by the Council from its members, who shall preside in the absence of or the disability of the Mayor. The City Clerk shall be clerk of the Council, and shall with the Mayor, sign and attest all ordinances and resolutions.

SECTION 4-15. Duties of the City Clerk.

The City Clerk shall be a recording officer and shall be the custodian of all documents and records of the City of Tahlequah, except such departmental records as shall be delegated by the Council or hereinafter reserved to be kept by the Departmental heads. The City Clerk shall keep the record

of appropriations and expenditures of payment or indebtedness, minutes of all meetings of the Council, and such other records as the Council may instruct the Clerk to keep.

SECTION 4-16. Duties of the Treasurer.

The City Treasurer shall be custodian of all funds belonging to the City of Tahlequah, except those hereinafter specifically placed in the custody of the Utility Department. The City Treasurer shall keep a proper record and system of accounts of all funds coming into his control.

SECTION 4-17. Duties of Chief of Police.

The Chief of Police shall enforce the laws of the State of Oklahoma and the City of Tahlequah.

SECTION 4-18. Officers Subject to Mayor and Council.

The city clerk, treasurer, chief of police and street commissioner, in the discharge of their duties, shall be subject to legal orders of the mayor and council.

SECTION 4-19. Signature and Seal.

All documents of the City of Tahlequah shall bear the signature of the Mayor, attested by the City Clerk, and the official seal of the City.

SECTION 4-20. Regular Meetings.

The Council shall hold regular meetings on the first Monday night of each month, or at such time as the Council may by ordinance designate and may hold such adjourned meetings as it may find necessary for the dispatch of its business, provided that if the regular meeting date falls on a legal holiday the meeting shall be held upon the succeeding day.

SECTION 4-21. Special Meetings.

Special meetings of the Council may be called by the Mayor, or by three (3) councilmen, at any time on such notice as the Council may prescribe by ordinance, but the purpose of such meeting shall be set forth in such call and no other business shall be transacted at such meeting.

SECTION 4-22. Quorum.

A majority of the members of the council shall constitute a quorum to do business, but a less number may adjourn to any date prior to the next regular meeting. The council shall conduct its meetings and maintain a public record in accordance with the Oklahoma Open Meeting Act in effect at the time of such meeting.

SECTION 4-23. Rules of Procedure.

The Council shall, subject to the provisions of this Charter, determine its own rules of procedure.

SECTION 4-24. Removal of Officers.

The Council may, by a vote of a majority of all its members, to be entered upon the journal, remove for cause any officer except the Mayor and members of the Utility Board. The Mayor may be removed from office for the causes and in the manner now provided by the laws of the State of Oklahoma for the removal of county officers.

SECTION 4-25. Final Passage of Ordinances.

No ordinance shall be passed finally on the date when it is introduced, except in case of public emergency, the nature of which emergency shall be clearly stated in such ordinance. No

ordinance making a grant or any franchise or special privilege shall ever be passed as an emergency measure.

SECTION 4-26. Franchise Ordinances.

No proposed ordinance granting any franchise shall be put upon its final passage within thirty (30) days after its introduction nor until it has been published not less than once a week for three (3) consecutive weeks next before such final passage, in a newspaper published and for general circulation in the city.

SECTION 4-27. Publication of Ordinance Adopted.

Every ordinance adopted shall be published once in a newspaper published and of general circulation in the city and shall not take effect until thirty (30) days after such publication, except emergency ordinances passed as provided for in this Article, which shall take effect upon passage and publication, subject always to the provisions of the referendum: and provided further, that this section shall not apply to special assessment ordinances, but such ordinances shall be governed by the provisions of the statutes of the state.

SECTION 4-28. Amendment of Ordinances.

No ordinance or section thereof shall be amended or repealed except by ordinance adopted in the manner provided in this Charter.

SECTION 4-29. Record of Ordinances.

A true copy of every ordinance shall be kept in a book marked "Ordinance Record" and authenticated by the signatures of the Mayor and Clerk.

SECTION 4-30. Proof of Ordinance.

Any ordinance may be proved by a copy thereof certified by the Clerk, under the seal of the City; or when printed in a book or pamphlet form published by the authority of the City, the same shall be received in evidence in all courts, in other places, without further proof.

SECTION 4-31. Bonds.

The bonds of all officials and employees of the City of Tahlequah shall be good and acceptable Surety Bonds and meet with the approval of the Council. The Council shall designate by ordinance or resolution what officers or employees of the City shall give bond, and the amount thereof in each case.

SECTION 4-32. Administrative Ordinances.

The Council shall have the power, and it shall be its duty to pass ordinances which may be proper and expedient to regulate and determine the organization and procedure of administrative departments.

SECTION 4-33. Publication Of Estimates.

It shall be the duty of the Council to have published statements of the estimated needs and expenditures of the City of Tahlequah at the end of each fiscal year in compliance with the general laws of the State of Oklahoma.

Article V – Franchises

SECTION 5-01. Franchises Granted Upon Vote.

No franchise shall ever be granted, extended, renewed or leased by the City, without the approval of a majority of the qualified electors residing within the corporate limits, who shall vote thereon, at a special or regular election, and the question of its being granted shall not be submitted to such vote except upon deposit with the Treasurer of the expense of such submission (to be determined by the Council) by the applicant for said franchise.

SECTION 5-02. Franchise Specify Streets.

All franchises or privileges hereafter granted shall plainly specify on what particular streets, alleys, ways or other public property the same shall apply; and no franchise or privilege shall hereafter be granted by the City generally, and all such franchises shall be void after a period of one year from the date the same may be granted as to streets, alleys, ways or other public property upon or within which work was not commenced within one year from the granting of the franchise and prosecuted with due diligence to completion.

SECTION 5-03. Power To Regulate Rates and Fares.

Subject to the power reserved by the Constitution of this State to the Corporation Commission, all power to regulate the rates, fares, and charge for service by public utility corporations is hereby reserved to the people to be exercised by them by ordinance of the Council or in the manner herein provided for initiating or referring an ordinance. Any right of regulation shall further include the right to require uniform, convenient and adequate service to the public and reasonable extensions of such service and of such public utility works.

SECTION 5-04. Ordinance in Plain Terms.

No franchise, right or privilege or license shall be considered as granted by any ordinance except when expressed therein in plain and unambiguous terms and any and every ambiguity therein shall be construed in favor of the City and against the claimant under said ordinance.

SECTION 5-05. Franchise Provide for Safety, Etc.

The grant of every franchise or privilege shall be subject to the right of the City, whether in terms reserved or not, to make all regulations which shall be necessary to secure in the most ample manner the safety, welfare and accommodation of the public, including among other things the right to pass and enforce ordinances to require proper and adequate extensions of service of such grant, and to protect the public from danger or inconvenience in the operation of any work or business authorized by the grant of the franchise and right to make and enforce all such regulations as shall be reasonably necessary to secure extensions and accommodations for the people and insure their comfort and convenience.

SECTION 5-06. No Exclusive Franchise.

No exclusive franchise shall ever be granted.

SECTION 5-07. Renewal.

No franchise shall be renewed before five (5) years prior to its expiration.

SECTION 5-08. No Franchise Leased Except.

No franchise granted by the City shall ever be leased, assigned or otherwise alienated without consent of the City, and no rule of estoppel shall ever be invoked against the City asserting the invalidity of any attempted transfer in violation of this section.

SECTION 5-09. Terms of Franchise.

No franchise, lease, or right to use the streets, or the public places or property of the City shall be granted by the City for a period longer than twenty-five (25) years, nor without fair compensation to the City therefor, and in addition to the other forms of compensation to be therein provided, the grantee shall be required to pay annually to the City such percentage of the gross receipts arising from the use of such franchise and of the plant used therewith as shall be fixed in the grant and said franchise. Every grant of a franchise shall fix the amount and manner of the payment of the compensation to be paid by the grantee for the use of the same, but this shall not exempt the grantee from any lawful taxation upon his or its property, nor from any licenses, charges or impositions not levied on account of such use.

SECTION 5-10. City May Purchase Franchise.

Every grant of a franchise or right shall provide that the City may, upon the payment therefor of its fair valuation, to be made as provided in the grant, purchase and take over the property and plant of the grantee in whole or in part. The procedure to effect such purchase shall be prescribed by ordinance.

SECTION 5-11. Rights of Council Not Impaired.

The enumeration and specification of particular matters in this Charter which must be included in every franchise or grant, shall never be construed as impairing the right of the City to insert in such franchise or grant, such other further matters, conditions, covenants, terms, restrictions, limitations, burdens, taxes, assessments, rates, fares, rentals, charges, control, forfeitures, or any other provisions whatever, as may be deemed proper to protect the interests of the people.

Article VI – The Mayor

SECTION 6-01. The Mayor

- A. The Mayor shall sign all contracts, bonds, or other instruments requiring the assent of the City and take care that the same are duly performed.
- B. The Mayor shall call all special municipal elections as in this Charter or the laws of the State provided.
- C. The Mayor shall perform such other duties not inconsistent with the purposes and provisions of this Charter, as the Council may assign the Mayor.
- D. The Mayor shall be the chief administrative officer of the City and shall have charge and supervision of all branches of the City service except as otherwise in this Charter provided.
- E. The Mayor shall see to the faithful execution of all laws and ordinances of the City and State.
- F. The mayor or the council, with the approval of the council, shall have power to dismiss and officer or employee appointed by the mayor or council with approval of the council whenever the interests of the City so require, except as herein provided.
- G. The Mayor shall control and direct the several officers and departments of the City Administration, except as hereinafter provided.

- H. The Mayor shall have power at any time to investigate the affairs of any department. The Mayor or any person appointed by the mayor for the purpose, shall have power to compel the attendance of witnesses and the production of books, papers and other evidence.
- I. The Mayor shall attend all meetings of the Council and may take part in the discussions but shall not vote, except in case of a tie, when the mayor may cast the deciding vote.
- J. The Mayor shall keep the Council advised of all the needs of the City and shall recommend measures for its adoption.
- K. The Mayor shall perform all such other duties as may be imposed on the mayor by this Charter or by Ordinance.

SECTION 6-02. President of the Council.

In the event of the absence, disability, resignation, or removal of the Mayor, the President of the Council, elected as hereinbefore provided, shall act as Mayor until the Mayor shall have returned or recovered from the disability, or until a successor to the Mayor shall have been elected and qualified.

Article VII – Administrative Departments

SECTION 7-01. Administrative Departments.

The city administration under the mayor shall be arranged into a police department, a street department, a fire department, a utility board and such other departments as the council may prescribe by ordinance.

- A. The police department shall consist of a chief of police, and as many police officers as may be provided for.
- B. The street department shall consist of a street commissioner, and as many employees as may be provided for.
- C. The Utility Board, shall be constituted as hereinafter provided.
- D. The provisions of Article 5, Charter 33 O.S. 1931, and such other existing laws of the State of Oklahoma, as may be applicable, shall govern The Fire Department of the City of Tahlequah, and by reference are hereby incorporated as provisions of the Charter; provided however that members of said fire department shall not be removed, or discharged as by said state statutes provided, except upon ten (10) days notice and a hearing, and with the right to appeal, by either party, as now provided by the laws of the state.

SECTION 7-02. Police Department

It shall be the duty of the Police Department to maintain order and to enforce the laws and ordinances of the State and City and to that end every officer shall have power, and it shall be his duty to make arrests upon warrants, or without warrant when he shall be a witness to the violation of any law or ordinance, or upon request of a complaining witness who offers to institute a prosecution forthwith, and he shall bring the offender before the Court having jurisdiction forthwith. And the Police Department, and all officers thereof, shall perform all such other duties as may be required of them by the laws, ordinances, rules and regulations which may be made governing the Police Department.

SECTION 7-03. Fiscal Year.

The Fiscal Year of the City shall commence on the first day of July and end on the last of June of the succeeding year.

SECTION 7-04. Public Moneys.

The Treasurer shall have direct control of the revenues of the City except as otherwise provided by this Charter or by ordinance. All sinking funds collected and accumulated from time to time for the purpose of meeting any future maturing, bonded or other indebtedness, except such as may from time to time be invested in lawful securities, are hereby required to be placed on time deposit in solvent banks, at the highest rate of interest that can be secured from such bank or banks upon certificate of deposit for such funds, and no part of such funds shall be at any time deposited in any bank at a lower rate of interest when another solvent bank in the City is willing to accept the same on time deposit and pay a higher rate of interest of such deposit; provided, however, that the deposit in any one bank shall never be in excess of its capital and surplus. On making deposits of such sinking funds, the treasurer shall take from each institution or institutions as security for such deposits, negotiable interest-bearing United States, State, County, School District, or Municipal Bonds, or surety company bonds in an amount not less than the amount of such deposit. In the investment and application of such sinking funds, the provisions of Article 1, Chapter 32 O.S. 1931, and such other existing laws of the State of Oklahoma as may be applicable, shall govern the officers of the City of Tahlequah in such investment and application, and by reference are hereby incorporated as provisions of this Charter.

Article VIII – Recall Elections**SECTION 8-01. Commencing Recall.**

The holder of any elective office, either by election or appointment to fill a vacancy, may be removed at any time after six (6) months from the date of his/her accession to said office, by the registered voters qualified to vote for a successor to such incumbent, in the manner described in the other Sections of this Article.

SECTION 8-02. Filing of Petition and Validation of Signatures.

A petition bearing the signatures, names and addresses of twenty-five percent (25%) of the registered voters qualified to vote for the officer whose recall is sought, shall be necessary to initiate recall proceedings. The City Clerk shall maintain on file and for public use proper petition forms to initiate such proceedings. Such petition shall be secured from the City Clerk and a declaration filed by those circulating said petition of the officer or officers against whom recall is sought and no petition shall be effective against more than one (1) officer of the City. At the top of each page of said petition(s) there shall be a short statement of the reasons for which recall is being sought.

The petition must be returned to the City Clerk within sixty (60) days of its initiation in order to be valid. Failure to return the petition(s) within the proper time limits shall render them null and void. Upon receipt of the petition(s), the City Clerk shall inspect said petition(s) to see that all the signatures are valid and that they are those of registered voters eligible to vote for the office from which the officer's removal is sought. Such inspection by the City Clerk shall be completed in not more than thirty (30) days.

SECTION 8-03. Notice and Publication.

The City Clerk shall cause to be published upon the filing of the said petition with the City Clerk's office, in some newspaper of general circulation in the City of Tahlequah a notice to the voters, stating the name of the officer(s) whose recall is sought and the time limit within which said petition(s) must be signed. Further, the City Clerk shall cause to be mailed to the officer(s) whose recall is sought an official notice that the petition has been commenced and the time limit in which

it must be completed. Such notice shall be by certified mail, return receipt requested, and the refusal of the officer(s) to accept delivery shall in no way affect the validity of the notice. Failure of the City Clerk to keep the City Clerk's office open during regular office hours, which failure prevents the proper filing of said petition(s), shall be adjudged a misdemeanor and upon conviction thereof the Clerk shall be punished by a fine of not less than ten dollars (\$10.00) and not more than fifty dollars (\$50.00), and each day said City Clerk violates the provisions hereof shall constitute a separate and distinct offense. In the event such a failure on the part of the City Clerk occurs, petitioners may file the petition(s) with the Mayor.

SECTION 8-04. Calling Election and Votes Required for Recall.

Upon determination by the City Clerk that the petition(s) bear the signatures of the requisite number of registered voters, said petition(s) shall be presented by the City Clerk to the City Council which body shall, in accordance with state election laws, call a recall election. The sole question in said election shall be the recall of the officer(s) affected. The recall shall be adopted when the total number of votes in favor of the recall is a majority of all the votes cast on the issue and that majority equals a majority of all the votes cast in the most recent previous election for the particular office in question.

SECTION 8-05. Election to Fill Vacancy Created by Recall.

In the event the recall is adopted, a vacancy shall be declared, and it shall be filled in the following manner for the unexpired term of the recalled officer(s): the City Council shall set filing for an election to fill the vacancy to commence ten (10) days after the date of the recall vote and last until 5:00 p.m. of the eleventh (11th) day after the recall election. Qualification to be a candidate shall be as for a regular election as set out in Article II. The election to fill the vacancy created by the recall shall be set in accordance with state election laws. Election shall be by a plurality of the votes cast and shall be certified in the regular manner.

SECTION 8-06. Reappointment Prohibited After Removal.

Any person who has been removed from an office by recall, or who has resigned from such office while recall proceedings were pending against him/her, shall be appointed to no office under the City government within one (1) year after such removal by recall or resignation.

Article IX – Municipal Utility Board

SECTION 9-01. Municipal Utility Board.

There is hereby created a Municipal Utility Board which shall consist of five (5) members possessing the same qualifications as members of the City Council and who shall be appointed by the Mayor with the confirmation of the Council.

SECTION 9-02. Term of Office.

Members of the Utility Board shall be appointed and hold office for a period of five (5) years; provided that the members of said Board as constituted when this section of the Charter becomes effective shall continue in their respective offices for the original time of their appointment and until their successors have been duly appointed and qualified. Members of the Utility Board may be reappointed to their offices for only one (1) additional term of five (5) years.

SECTION 9-03. Compensation.

Members of the Utility Board shall receive like compensation as the members of the City Council.

SECTION 9-04. Removal of Members of Utility Board.

That any member of the Municipal Utility Board may be removed from office for neglect of duty, corruption or misfeasance in office, or upon any other ground for which a county officer may be removed, upon petition filed in the District Court in and for Cherokee County, Oklahoma, where proceedings shall be held in all respects similar to proceedings in connection with the removal of a county officer.

SECTION 9-05. Filling of Vacancies.

Vacancies in the membership of said Utility Board by reason of death, resignation, removal, or any other cause, shall be filled by the remaining members of said Utility Board appointing a qualified person or persons to serve during the unexpired term or terms, such appointments to require the concurrence of a majority of said remaining members.

SECTION 9-06. Duties.

The Utility Board shall have the care, custody and management of the existing electric system, water system, street lighting system, and sewage disposal system, and may enlarge and extend them as the necessity therefor arises. It shall have under its control the complete operation of these utilities and such others as the people of the City of Tahlequah may acquire by election for that purpose. All these utilities shall be collectively known as the Municipal Utility Department.

The Utility Board shall employ all persons necessary in the operation of the utilities, and fix their salaries, conditions of servitude, and terms of office.

The Utility Board shall adopt such rules and regulations as it may deem necessary for the proper conduct of the business.

SECTION 9-07. Financial Operations.

- A. It is the intent and purpose of this Article IX of this Charter that, in all respects to which any statute of the State of Oklahoma refers to the governing board of a municipality in relation to the utility systems described in Section 9-06 of said Article, the Municipal Utility Board created by this Article shall be the governing board of the City in relation to such utility systems, and said Board shall be vested with all of the powers and duties of the City in relation thereto, except only as otherwise provided in this Section 9-07.
- B. The Mayor and Council hereby are authorized to accept for the City the beneficial interest in a public trust for the primary purposes of (1) providing, furnishing and supplying the aforesaid utility services, and of acquiring, constructing, installing, improving, extending, enlarging, equipping, maintaining and operating the physical facilities so to do, (2) providing the funds necessary for the foregoing by establishing reasonable and non-discriminatory charges for the furnishing of said services, and (3) incurring indebtedness for which the City and its taxpayers shall not be liable, repayable from and secured by such utility revenues, or any part thereof, after the payment of all necessary costs of operation and maintenance of the utility systems of the City, to execute the foregoing primary trust purposes: PROVIDED, that the instrument creating such public trust shall expressly stipulate that (1) the initial Trustees of the trust, and their successors, shall be the persons who currently are the members of the Utility Board, and their successors as such, and any temporary trustee appointed for any reason shall be approved or appointed by the District Court of Cherokee County or a judge of that Court, (2) all surplus revenues of the trust estate shall be determined as provided in Section 9-10 of this Article, and shall be paid to the City Treasurer as provided in Section 9-11 of this Article,

(3) the legal title to all property in the trust estate shall be vested in the City with no greater estate than a leasehold in the trust estate, (4) no indebtedness secured by the interest of the trust estate, or any part thereof, in any property acquired or constructed in whole or in part with City funds, or by revenues from such property, (excepting only: (a) an initial indebtedness not exceeding \$750,000.00 principal amount for the purpose of paying the City's share of the cost of a new sanitary sewerage plant and accessory facilities, (b) indebtedness for operating expense as defined in Section 9-10 of this Article, but in no event to exceed \$50,000.00 per annum, and (c) any necessary refunding of pre-existing indebtedness) shall incurred by the Trustees until approved by the legal voters of the City at an election held in the manner provided by State law for elections on municipal questions, and (5) the Trustees of such trust may make any covenants, not conflicting with the foregoing, deemed by them necessary to effect such indebtedness on terms most advantageous to the trust estate and the City.

- C. In the event of the creation of such a trust as is described in the preceding paragraph, the Mayor and Council are empowered and authorized to lease to the said trustees, on such terms as shall be agreed between the two bodies, any or all of the properties presently or thereafter owned by the City for the purpose of furnishing the utility services described aforesaid: PROVIDED, however, that such lease or leases shall expressly stipulate that the trustees of the trust shall not sell any bonds or other evidences of indebtedness which shall be secured by the leased property, or any part thereof, or the revenues therefrom, until the terms of such sale shall have been approved by formal action of the Mayor and Council.
- D. This Section 9-07 shall supplant any provisions of Article IX of this Charter that conflict with the provisions hereof, but all other provisions of said Article IX shall remain in full force and effect."

SECTION 9-08. The Municipal Utility Department as a Business Enterprise.

The Municipal Utility Department shall be operated for the benefit of the City of Tahlequah and the Citizens thereof through the furnishing of electricity and water services for public and private uses at reasonable rates, the providing of water service for fire protection, and the safeguarding of the public health through proper sanitary facilities, and such other public services as may be placed upon it.

The Municipal Utility Department shall not contribute or donate any money or free service to any individual, firm, or organization, and each municipal department shall pay said Municipal Utility Department for electric and water services at rates sufficient to meet the Department's cost of operation.

SECTION 9-09. Rates Not to be Increased.

The Utility Board shall fix all rates for service, except those now under special contract, furnished to customers of the Utility Department. PROVIDED THAT THE RATES CHARGED AT NO TIME BE INCREASED OR EXCEED THE RATES IN FORCE AT THE TIME OF ADOPTION OF THIS CHARTER.

SECTION 9-10. Application of Revenues.

The revenues derived from the operation of the Utility Department shall be applied as follows:

For the ordinary operating expenses of the Utility Department and the retirement of Utility Department Bonds or certificates of indebtedness. Within the scope of operating expenses

shall be included the cost of the ordinary operation and the expenses incidental to the running of new services and installation of new meters and minor extensions of lines, and to make replacements due to obsolescence, all such expenditures to come within and be paid for out of the revenues from the Utility Department for the year in which they arise. The Utility Board may provide a reserve for depreciation.

Major improvements in the Utility Department shall be authorized only by a vote of the citizens of Tahlequah and in the manner provided by the constitution and laws of the State of Oklahoma, except that, in addition to the constitutional requirements the bonds or certificates of indebtedness may specify that the retirements and interest payments for the same may be made from the revenues of the Utility Department so long as same shall be sufficient to meet annual interest and accruals.

If Utility indebtedness be incurred, it shall be with the consent of the qualified voters of the City of Tahlequah as provided by and under the constitution and laws of the State of Oklahoma, and when authorized by a vote of the people for that purpose, the Utility Board may issue securities for improvement and extensions of the Department against the future revenues of the Department.

SECTION 9-11. Surplus Revenues.

In the event the revenues derived from the operation of the Utility Department shall exceed the requirements enumerated and specified in the preceding section, such surplus revenues shall be paid over to the City Treasurer and shall be applied by the Mayor and the City Council as follows:

First: For the current interest and accruals in the sinking Fund of the City of Tahlequah;

Second: For the Police and Fireman's Pension Fund of the City, such sums for the purposes as hereinafter provided;

Third: For the General Fund of the City of Tahlequah.

SECTION 9-12. Audits.

The Council shall have power in case of necessity to employ special counsel and special experts, accountants, or auditors for the purpose of making special examinations of the books and accounts of any officer or department of the City of Tahlequah, and annually at the close of the fiscal year shall cause the books and accounts of all officers and departments, including the Utility Department to be audited by a Certified Public Accountant or registered Public Accountant. Said Accountant shall prepare a detailed statement of all expenditures and revenues of all departments of the City for the preceding year and furnish same to the Mayor and Council in time to be made a part of the City's annual statement of revenue and expenditures and estimated needs for the ensuing year.

SECTION 9-13. Appropriations.

The Utility Board shall cause to be prepared at the end of the fiscal year a statement of its estimated needs for the ensuing year and shall appropriate funds from the departments revenues to provide for said estimates and said statement shall be made a part of and published with the financial statement and estimated needs of the City of Tahlequah.

The Mayor and Council shall receive the statement of the probable needs of the various officers and heads of Departments under their control, shall consider the sufficiency and necessity in said statements and from these statements, and the anticipated revenues for the ensuing year, they shall compile a statement of estimated needs and appropriations for the General Government of the City for the ensuing year.

SECTION 9-14. Elections to Authorize Incurring of Indebtedness.

Upon demand therefor by the Municipal Utility Board by its resolution presented to the Mayor, the Mayor shall within ten (10) days after the presentation of said resolution call a special election as provided for herein and submit to the qualified electors of the City of Tahlequah the request of said Municipal Utility Board to be permitted to issue bonds or certificates of indebtedness for major improvements of the City Light and Water Department or other utilities, and if at said election a majority of the qualified voters of the City of Tahlequah voting at said election shall vote in favor thereof, then such bonds or certificates of indebtedness shall be issued as now provided by law.

SECTION 9-15. Special Elections.

Special elections in the City of Tahlequah shall be called and held for the purposes in the manner enumerated, in Section 6038 and 6039 O.S. 1931, and the Utility Board by its resolution may direct the Mayor and Council to call an election in the manner provided by said sections for the purpose of submitting to the qualified voters of the City of Tahlequah any question deemed necessary by said Utility Board to be voted upon by the said qualified electors of the City of Tahlequah, and, when so requested the said Mayor and Council shall proceed without delay to call and hold said election and certify the result thereof to said Utility Board.

Article X – Miscellaneous

SECTION 10-01. Continuance in Office.

All persons holding any nonelective office or employment under the City at the time when this Charter goes into force and effect shall continue in such office or employment and shall draw the same rate of compensation as during the month preceding the adoption of this Charter until removed or until the compensation is changed. The term of office of the Mayor, Councilors, City Clerk, City Treasurer, Chief of Police, and Street Commissioner of the City of Tahlequah, elected prior to the time this charter takes effect, shall terminate at 10:00 A.M. on the first Monday in May 1941, or as soon thereafter as the officers provided for in this charter have qualified.

SECTION 10-02. Present Ordinances Continue in Force.

All laws, ordinances, resolutions, by-laws, orders, rules, or regulations in force in the City of Tahlequah at the time this Charter takes effect, and not inconsistent with the provisions of the Charter, whether enacted by the authority of the City or by any other authority, shall continue in full force and effect until the Council otherwise by ordinance provides, notwithstanding any change or organization effected by this Charter.

SECTION 10-03. Continuing Bonds, Etc.

All official bonds, recognizances, obligations, contracts and all other instruments entered into or executed by or to the City before this Charter takes effect, and all taxes, fines, penalties and forfeitures due or owing to the City, and all writs, prosecutions, actions, and causes of action, except as herein provided, shall continue and remain unaffected by this Charter.

SECTION 10-04. Official Books, Records, Etc.

- A. All books, records and papers of every office, department, board or commission are City property and must be kept as such by the proper officers or employees during their continuance in office and then delivered to their successors, who shall give duplicate receipts therefor, one of which shall be filed with the clerk.
- B. Certified copies of extracts from the books, records and files shall be given by the officer, board, commission or employee having the same in custody, to any person demanding the same and paying a reasonable price therefor.
- C. All equipment, collections, models, materials, instruments, tools and implements, which are collected, maintained, used or kept by the City of Tahlequah or by any Department officer, Board, or Commission, shall be City property, and be duly accounted for or turned over to their respective successors.

SECTION 10-05. Amendment, Revision, Or Repeal.

This Charter may be amended or revised or repealed at any general or special municipal election, by proposal therefor, submitted by the Mayor and Council of the City of Tahlequah, or by initiative petition, to the qualified electors of the City at said election, and ratified by the favorable votes of a majority of the vote cast on the question at said election. Notice of the amendment, or revision, or repeal, to be voted on shall be published in a newspaper of general circulation and published in the City of Tahlequah, for four (4) consecutive weeks next before said election. If the proposal shall receive the said required number of votes as aforesaid, the same shall thereupon become an amendment to and a part of said charter and supersede all other provisions of said charter in conflict therewith, or the revised charter, or the repeal thereof, as the case may be, when approved by the Governor of the State of Oklahoma, and filed in the same manner and form as an original charter.

SECTION 10-06. Effect of Unconstitutionality of Any Section.

If any section, paragraph, sentence, or phrase of this Charter shall be declared unconstitutional or void for any reason by any court of final jurisdiction, such fact shall not in any manner invalidate or affect any other section, paragraph, sentence, or phrase of this Charter, but the same shall continue in full force and effect.

SUBMISSION TO THE GOVERNOR

Pursuant to Section 3(a) of the Article XVIII of the Oklahoma Constitution, the foregoing Charter of the City of Tahlequah, Oklahoma, is hereby submitted to the Governor of the State of Oklahoma for approval as ratified by the people of the City of Tahlequah, Oklahoma, this ____ day of _____, 20_____.

CITY OF TAHLEQUAH, OKLAHOMA
An Oklahoma Municipal Corporation

Sue Catron, Mayor

Attest:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY this ____ day of _____,
20_____.

John Tyler Hammons, City Attorney

APPROVAL BY THE GOVERNOR

I, J. Kevin Stitt, Governor of the State of Oklahoma, pursuant to the power vested in me by Section 3(a) of the Article XVIII of the Oklahoma Constitution, do hereby approved the forgoing Charter of the City of Tahlequah, Oklahoma.

IT WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this ____ day of _____, 20_____.

BY THE GOVERNOR OF THE STATE OF OKLAHOMA

J. Kevin Stitt

Attest:

Brian Bingman, Secretary of State

COPY

PROFESSIONAL SERVICES
CONTRACT

It is the intent of the City of Tahlequah, a municipality organized under the Constitution of the State of Oklahoma, hereinafter called the "**City**" to engage Holloway, Updike, and Bellen, INC., hereinafter called the "**Contractor**" for the purpose of construction observation services for Ross Street and Cedar Avenue Improvements Project, hereinafter called "**Project**." The **Contractor** shall be authorized to represent the **City** regarding only matters pertaining to the purposes contained in this contract. The **Contractor** agrees to represent the **City** in good faith with utmost regard for the reputation of the **City** and its legal obligations and purposes.

The **Contractor** shall be available within twenty-four (24) hours of verbal or written communication from the **City** to visit the project site to perform requested observation services. The **Contractor** shall immediately notify the **City** and awarded contractor of any inconsistencies or irregularities that do not conform to the approved construction plans and specifications of said **Project**. Additionally, the **Contractor** shall provide to the **City** and the awarded contractor any corrective measures related to said inconsistencies or irregularities for the **Project**.

The **Contractor** shall be compensated at a rate of \$90.00 per hour, for a total not to exceed \$26,000, for construction observation services. It is understood that the not-to-exceed is a maximum and not a minimum. This is an hourly service contract and shall only be invoiced for the actual time rendered on the project.

The term of the contract shall be from the date the contract is agreed upon by both parties as affixed below until one of the following occurs:

1. The **Project** is completed;
2. The **Project** is suspended or abandoned prior to completion;
3. The **City** decides the **Contractor's** performance under the contract is unsatisfactory.

This contract may be terminated by either party upon fourteen (14) days written notice to the other party in the event of substantial failure of performance by such other party.

To the fullest extent permitted by law, the **Contractor** agrees to indemnify, defend, and hold the **City** harmless from all liability.

If any provision of this contract is determined to be illegal or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties, to the extent possible.

This agreement is made as of the _____ day of _____, 2023. This contract may be extended, amended or terminated upon the mutual agreement of the **City** and the **Contractor**. The parties hereto agree to comply with the terms of the agreement herein set forth. This agreement may only be further amended by mutual consent of the parties in writing with approval of the City of Tahlequah City Council.

Sue Catron, Mayor

Whitney Shaw, City Clerk

_____, Contractor

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Tahlequah city, OK
Reference Number: CL-390389

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Oklahoma subdivisions are eligible to participate in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

COPY

EXHIBIT K**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Tahlequah city	State: OK
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



COPY

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Tahlequah city	State: OK
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



COPY

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tahlequah city	State: OK
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



COPY**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tahlequah city	State: OK
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



COPY

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Tahlequah city	State: OK
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



COPY

A RESOLUTION TO ADOPT THE AMERICAN RESCUE FUND APPROPRIATIONS.

WHEREAS, the Tahlequah City Code contains provisions that there exists available unencumbered appropriation in the accounts to be charged.

WHEREAS, Section 7-108 of the Tahlequah City Code establishes the lawful methods of purchasing goods, services and capital.

WHEREAS, the City Council believes it to be just and proper to budget, reserve, restrict and earmark the remaining American Rescue Fund appropriations to the following categories of expenditures.

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

**Proposed American Rescue Fund Appropriations
"ARPA"**

Proposed Allocation	
Housing Services	\$250,000.00
Downtown Lighting	\$380,000.00
Sport Parks Improvements	\$600,000.00
Reserve for Grant Matching	\$173,217.65
Total Allocation Amount	\$1,403,217.65

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA,
THIS ____ DAY OF _____, 20____.

Sue Catron, Mayor
(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 20____.

John Tyler Hammons, City Attorney



 **landscape
structures**

Tahlequah FitCor Park

7581 • 1.30.2023

 **playground
adventure**

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 **landscap
structures**

Tahlequah FitCor Park

7581 • 1.30.2023

 **playgroup
adventure**

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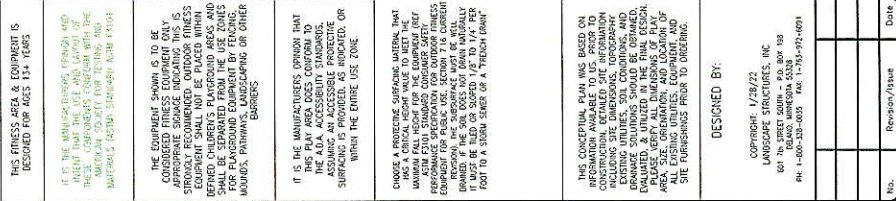



landscapestructures

Tahlequah FitCor Park
7581 • 1.30.2023


playgroundadventure

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COPYRIGHT: 1/28/22
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55318
PH: 1-800-518-0035 FAX: 1-763-972-6693

No.	Revision/Issue	Date



Howdershell Park
FitCore Extreme

SCALE IN FEET:

0' 5' 10' 20'



Quote

February 21, 2023
DATE

All Other Pricing Good for 30 Days from Date of Proposal

[illegible]

FREIGHT		\$2,600
Sales Tax Rate	Taxable	
TOTAL		\$ 76,895.00





Stall Bars



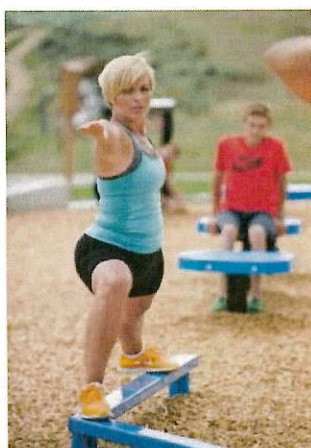
Stall Bar dimensions are 4' wide x 8' tall



Dedicated flexibility and stretching station. Varied height rungs to assist in flexibility and bodyweight exercises. Arched top bar for hangs and pull-up variations.

Live Life. Move Strong.

Zig-Zag Balance Beam



Zig-Zag Beam

16'-0 1/2"

Angled Beam

10'-3"

4'-5 1/2"

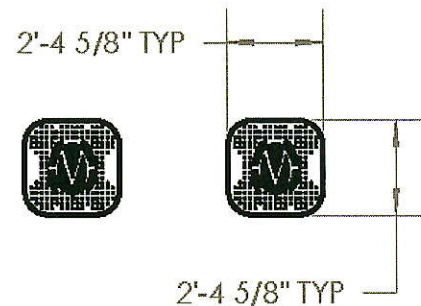
4'-5 1/2"



The Zig-Zag Balance Beam allows for many bodyweight exercises to improve balance and stability.

Live Life. Move Strong.

Plyo-Steps



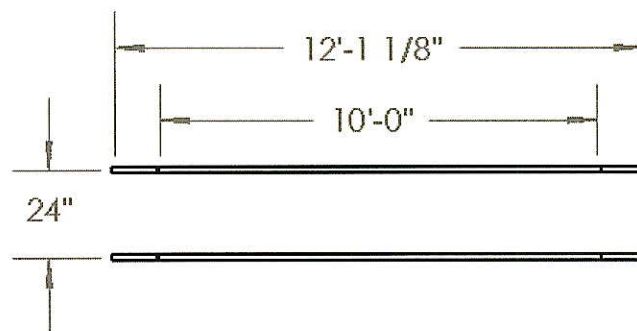
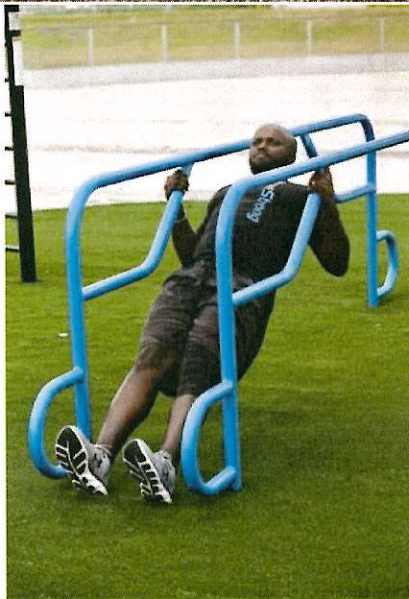
3 heights available 12", 18", 24"



Varied height Plyo-Steps are great for improving agility, flexibility, power, and for building athleticism.

Live Life. Move Strong.

Elite Parallel Bars

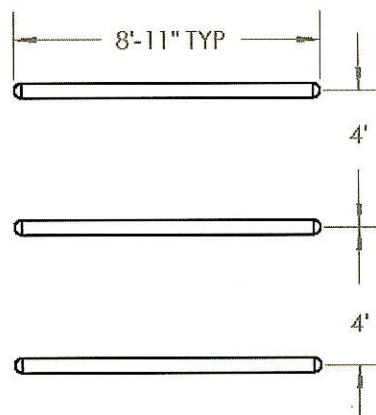


The Elite Parallel bars have a variety of bar positions for bodyweight exercises.

Standard and different height parallel bars are available. Please inquire about other options.

Live Life. Move Strong.

Over/Under Horizontal Post

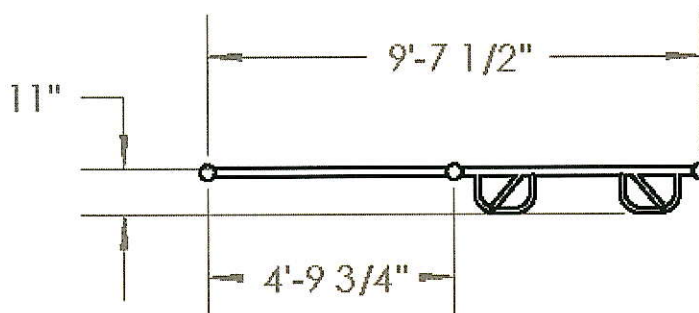


The Over/Under posts are great for agility, balance, and strength training.

Available in 3 height options, 24", 36", and 48"

Live Life. Move Strong.

Push-Up/Inverted Row Bars



Build upperbody and core strength with the varied height Push-Up Bars. Two height bars ideal for push-up variations and inverted rows. Lower bar offer varied hand grip positions.

Live Life. Move Strong.



OUTDOOR FITNESS EQUIPMENT WARRANTY

Applies to all MoveStrong equipment designated and specifically manufactured for year round outdoor use.



MoveStrong provides a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year warranty on the powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product and covers the product under normal use and proper maintenance.

LIFETIME LIMITED WARRANTY ON HARDWARE

MoveStrong provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust. The lifetime warranty refers to the life of the product as dened below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

Live Life. Move Strong.



Remittance Address:
 2288 Gunbarrel Road
 Suite 154/385
 Chattanooga, TN 37421
 (855) 728-8700
 www.movestrongfit.com

Sales Representative	Amy Paty	Quote Number	00010658
Payment Terms	50% Deposit with Balance Prior to Shipment	Created Date	2/23/2023
		Expiration Date	2/9/2023

Contact Information

Prepared By	Amy Paty	Contact Name	Tiffany Sien
Phone	(423) 451-4798	Phone	(918) 457-8103
Email	amy@movestrongfit.com	Email	tsien@tahlequah.gov
Fax	(423) 451-4832		

Address Information

Bill To Name	City of Tahlequah, OK	Ship To Name	City of Tahlequah, OK
Bill To	Cesna Ave. Tahlequah, OK 74464	Ship To	Tahlequah, OK 74464

Quote Line Items

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
T-Rex - 10 Post SURFACE MOUNT (City of Tahlequah)	T-Rex Surface Mount 10 Post Custom Includes: (2)T-Rex Surface Mount Ab Board Post w/Adjustable Ab Bench. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (2)T-Rex Surface Mount Dip Post w/Adjustable Dip Bar. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (2)T-Rex Surface Mount Step Post w/Adjustable Step. Patent Design w/ Stainless Steel Adjustment Plate Kit. U.S. Patent No. D941407 (1)T-Rex Surface Mount Loop Post w/Post Extension Hanger (1)T-Rex Surface Mount KickPlate Post w/Single Med Ball Target (2)T-Rex Surface Mount Center Post Assembly (6)T-Rex Standard Pull-Up Bars (2)T-Rex Bent Grip Pull-Up Bar w/ 2 sets of handles (1)Monkey Bar Bridge Package with (1) Pull-up Bar Side Rail and (1) Globe Grip Side Rail Includes TOPCAPS, Hardware Kit and Surface Mount Plate Kits w/Bolt Guards		\$45,675.00	1.00	\$45,675.00
T-Rex - Battle Rope Anchor Kit	T-Rex Rope Rope Anchor Kit Includes: (1) T-Rex Battle Rope Anchor - Clamp anchor attaches to bottom of T-Rex post (2) 20' Power Conditioning Rope, 1 1/2" diameter with 3/8" x 2" spliced in ring.	Battle Rope Station for Center Post	\$695.00	2.00	\$1,390.00
FitGround Elevate Rope Trainer	Elevate Bodyweight Resistance Rope Trainer with two Handles and top anchoring loop for attaching to MoveStrong outdoor equipment. Designed for durability, moisture resistant, and for outdoor use. May be used indoors also. Must be anchored properly to secure structure to avoid injury. MADE IN USA.	Elevate Rope Trainer (Suspension Trainer) for Post Extension Hanger	\$175.00	1.00	\$175.00
FitGround - Elite					



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Parallel Bars SURFACE MOUNT 40"X10'	Surface Mount Outdoor Elite Parallel Bars with Inverted Row Handles - 40" x 10' Surface Mount Hardware included. Mobile Trainer Video: https://movestrong.fit/station/elite-parallel-bars/	\$3,100.00	1.00	\$3,100.00
FitGround - Over Under Bar 24" SURFACE MOUNT	Surface Mount 24" Tall Over/Under post for over-under crawls or balance work. 8' Long Mobile Trainer Video: https://movestrong.fit/station/over-under-posts/	\$1,090.00	2.00	\$2,180.00
FitGround - Over Under Bar 48" SURFACE MOUNT	Surface Mount 48" Tall Over/Under post for over-under crawls or balance work. 8' Long	\$1,645.00	2.00	\$3,290.00
FitGround - Push-up Bar Assembly SURFACE MOUNT	Surface Mount Dual Height Push-up/Inverted Row Bars. 12" varied handle grip bar and 24" standard bar. Includes Hardware. Mobile Trainer Video: https://www.movestrongfit.com/productnews/push-up-bars-for-outdoor	\$1,930.00	1.00	\$1,930.00
FitGround - Stall Bars SURFACE MOUNT	Surface Mount Stall Bar Station: Flexibility, stretching, and bodyweight exercises. 8ft Tall. Includes Surface Mounting Hardware. Mobile Trainer Video: https://movestrong.fit/station/stall-bars/	\$3,250.00	1.00	\$3,250.00
FitGround - Standard Plyo Step 12" SURFACE MOUNT	Standard Surface Mount Plyo Step 12" Polyurea Coated. Includes Hardware Pack. Mobile Trainer Video: https://movestrong.fit/station/plyo-step/	\$1,620.00	1.00	\$1,620.00
FitGround - Standard Plyo Step 18" SURFACE MOUNT	Standard Surface Mount Plyo Step 18" Polyurea Coated. Includes Hardware Pack.	\$1,640.00	1.00	\$1,640.00
FitGround - Standard Plyo Step 24" SURFACE MOUNT	Standard Surface Mount Plyo Step 24" Polyurea Coated. Includes Hardware Pack.	\$1,660.00	1.00	\$1,660.00
FitGround - Zig Zag Balance Beam Full Size SURFACE MOUNT	Surface Mount Zig Zag Balance Beam Features: Full-sized Surface Mount Balance Beam with (2) straight sections and (1) turn. Strengthens lower body & core muscles while promoting balance development. Includes Mounting Hardware. Mobile Trainer Video: https://movestrong.fit/station/zig-zag-balance-beam/	\$2,220.00	1.00	\$2,220.00
FitGround - Leg Press (Surface Mount)	Leg Press Surface Mount: *The Leg Press features an roomy nylon saddle and ergonomic backrest. *Resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear hazards Standard Color: Gray Frame with Black Pads MoveStrong Mobile Trainer. Easy to Use, Always There For You! www.movestrong.fit/mobile-trainer GET TRAINING IN 3 STEPS: (1) Locate Training Station Instructional Decal with QR Code (2) Scan the QR Code with Your Phone Camera (3) Watch How-To Videos MOBILE WEBSITE FRIENDLY: -Works on any Mobile Device -No need to download another fitness app. In moments of arrival your customers can refer to the instructional decal or quickly scan the QR code and start watching the instructional videos. ADDING NEW WORKOUTS REGULARLY: We work with several fitness professionals to constantly update the exercise libraries so that your customers get the latest information on	\$6,410.00	1.00	\$6,410.00
MoveStrong Mobile Trainer		\$145.00	1.00	\$145.00



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 Chattanooga, TN 37421
 (855) 728-8700
 www.movestrongfit.com

	targeting their desired muscle groups. Stay up-to-date with our Mobile Trainer platform.			
T-Rex FitGround - Standard Colors	T-Rex Standard Colors: Primary Color = Black Secondary Color = Sky Blue (RAL 5015)	\$0.00	1.00	\$0.00
T-Rex/FitGround/OC - Surface Mount Requirements	Surface Mount T-Rex Systems, FitGround Products and Obstacle Course Products require a level 4" Thick Concrete Surface for anchoring. If the surface is uneven, standard inground posts will need to be ordered and cut onsite to fit properly and installed with individual surface mount plates.	\$0.00	1.00	\$0.00
MoveStrong Terms & Conditions	Curbside Delivery Only. PLEASE NOTE: Equipment ships in oversized crates and requires some effort off loading with forklift, or breaking down the crate and off loading the pieces. Installation is not included unless noted on this quote. MoveStrong T-Rex and FitGround Functional Training Systems are the full responsibility of the customer to properly install in order to ensure safe and proper usage. Please consult a licensed Contractor and Engineer to ensure your support surface can accommodate proper anchoring as recommended in MoveStrong installation manuals. Detailed Installation Guides are provided. Please advise if you need MoveStrong to help locate a contractor in your area for installation. 50% Deposit is required to start production with the balance due prior to order shipping. Payment in full is required for all Custom Design equipment before an order is put into production. Due to the customization offered on FitGround equipment, all sales are final.	\$0.00	1.00	\$0.00

Subtotal \$74,685.00
 Shipping and Handling \$4,264.15
 Grand Total \$78,949.15

Delivery Terms

1. All orders are shipped curbside delivery. Oversize crates are required for most MoveStrong products and it requires unloading by customer. Please have extra help on hand to assist with unloading of crates. If further off loading assistance is needed, arrangements must be made prior to ordering for any special delivery needs and must be stated in the quote.
2. It is Customer's responsibility to review all MoveStrong installation specs prior to ordering and ensure proper install can be completed accordingly. It is customer's responsibility to ensure grounds are free and clear of objects, have adequate training space for safe use of equipment, level grounds, and free from any underground obstructions and/or utilities for proper installation of all products in this quote. MoveStrong Outdoor Fitness Equipment is designed for a standard in-ground installation. Concrete surface mount outdoor equipment options are available and MUST be specified prior to ordering. Surface mounting on approved concrete surfaces only and according to installation specifications.
3. Customer is solely responsible for the proper installation of products in this quote and it is recommended to be completed by a licensed contractor or approved MoveStrong installer. Installation of equipment or surfacing is not included in the purchase price unless noted otherwise on this quote or provided in a separate MoveStrong Installation Quote. "MoveStrong Installation Site Questionnaire" Form must be completed thoroughly along with current site pictures to provide an accurate installation quote if MoveStrong installation is available in your area.

MoveStrong equipment is not intended for use by children under the age of 13 years. Please review all manuals, instructions, and warnings prior to use.

Acceptance

Acceptance by Customer:

I agree to purchase the items listed in this quote for the price shown. The shipping and billing address information included on this quote is correct. I understand and agree to the terms above in the "Delivery and Installation" section of this quote. I understand the prices quoted

For Use by MoveStrong office only:

Build PO#:

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Remittance Address:
2288 Gunbarrel Road
Suite 154/385
Chattanooga, TN 37421
(855) 728-8700
www.movestrongfit.com

are for payment via check, ACH, or wire transfer, and payment via credit card is 3% higher than the quoted price on all items including shipping and handling. There is a \$35.00 charge for all International Wire Transfers.
Customer is responsible for all local, city, and state sales tax applicable to this order at time of purchase or later if so required to be sales tax compliant.

Payment Terms:

- Equipment Terms: 50% Deposit w/Balance due prior to order shipping.
- Surfacing Terms: All surfacing orders require 100% pre-payment.
- Installation Terms: 50% Deposit to secure job w/installer. Balance is due upon completion of install.

Signature: _____

Date: _____

****Your build order will be placed after your payment is received per terms shown on this quote****

Date Submitted: _____

Shipping PO#: _____

Shipping Quote#: _____

Invoice#: _____

NEW

MOBILE TRAINER

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OR SCAN
INSTRUCTIONAL
DECALS FOR EVERY
FITNESS STATION



MEET YOUR NEW MOBILE TRAINER

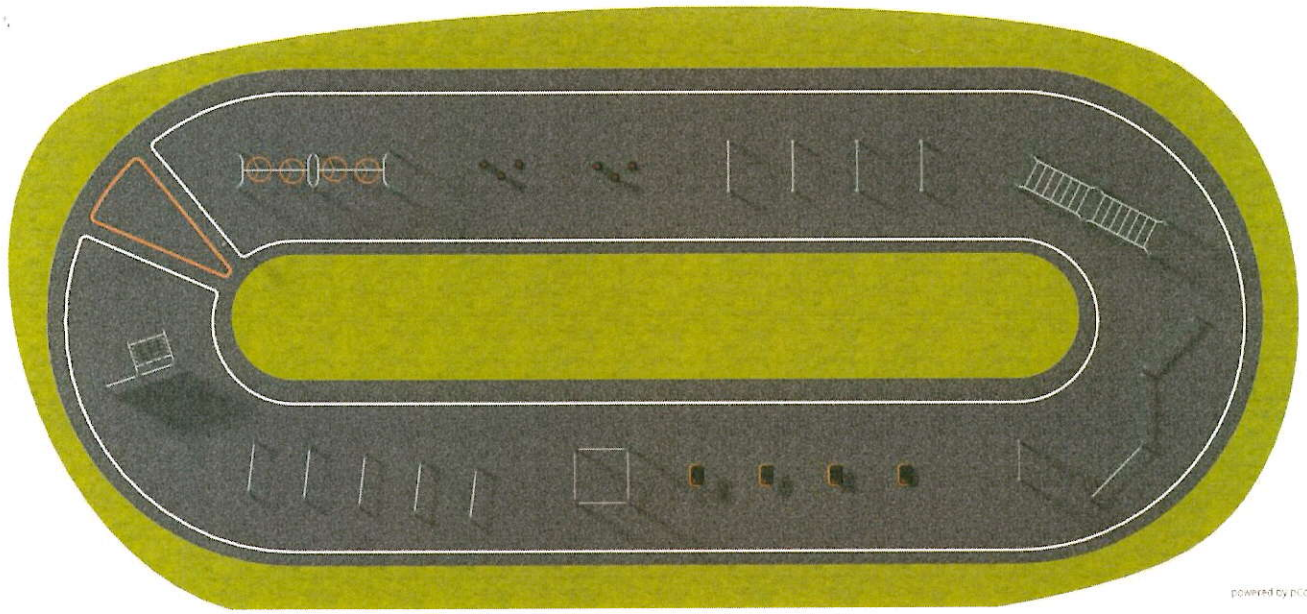
1. LOCATE QR CODE
2. SCAN THE QR WITH YOUR PHONE CAMERA
3. WATCH HOW-TO VIDEOS



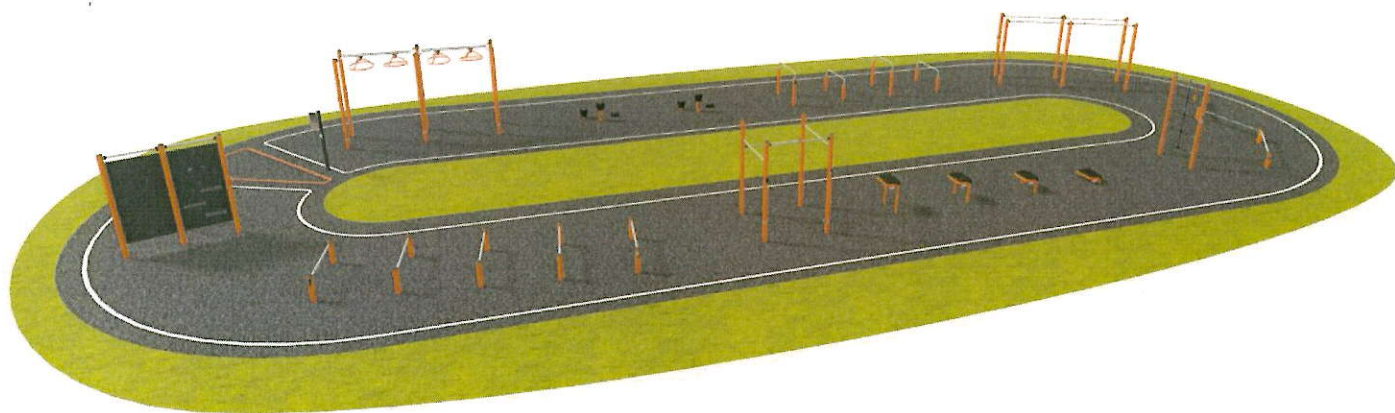
MoveStrong®
Functional Fitness Equipment

5726 Marlin Rd. Ste 420 Chattanooga, TN 37411
Visit: movestrongfit.com or Call: (855) 728-8700

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powered by: pcon



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

No.	Description	Qty Unit	Unit Price	Net Price
<u>FSW21201-0001</u> 	Turbo Challenge - Orange Surface (expansion bolts)	1 Pieces	18,260.00	18,260.00
<u>FSW21100-0001</u> 	Hurdles - Orange Surface (expansion bolts)	1 Pieces	4,740.00	4,740.00
<u>FSW21600-0001</u> 	Vertical Net and Wall - Orange Surface (expansion bolts)	1 Pieces	7,710.00	7,710.00
<u>FSW22100-0001</u> 	Jump Pod Set - Orange Surface (expansion bolts)	2 Pieces	1,430.00	2,860.00
<u>FSW21400-0001</u> 	Over Under - Orange Surface (expansion bolts)	1 Pieces	4,290.00	4,290.00
<u>FSW21801-0001</u> 	Square Pull-Up Station Pro - Orange Surface (expansion bolts)	1 Pieces	4,030.00	4,030.00



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

No.	Description	Qty Unit	Unit Price	Net Price
<u>FSW21900-0001</u> 	Combi Step - Orange Surface (expansion bolts)	1 Pieces	6,930.00	6,930.00
<u>FSW21300-0001</u> 	Double Overhead Ladder - Orange Surface (expansion bolts)	1 Pieces	6,590.00	6,590.00
<u>FSW21500-0001</u> 	Balance Beam - Orange Surface (expansion bolts)	1 Pieces	3,460.00	3,460.00
<u>FSW30100-0001</u> 	MULTI TIMER ORANGE RAL 2010 SURFACE	1 Pieces	3,470.00	3,470.00
<u>FSW20700-0001</u> 	Multi Net - Orange Surface (expansion bolts)	1 Pieces	2,290.00	2,290.00
FREIGHT	Freight	1 Pieces	5,824.10	5,824.10

Description	Qty	Net Price
No. of Products	12	
Subtotal - Products		64,630.00
Subtotal - Freight		5,824.10
Total USD		70,454.10



Sales Proposal

City of Tahlequah
Tiffany Sien
111 S Cherokee
Tahlequah, OK 74464

Quote No. SP121226-1
Customer No. 530459
Document Date 02/28/2023
Expiration Date 04/29/2023

Sales Representative Tamra Smith
E-Mail TamSmi@Kompan.com

Customer Ref. Obstacle Course

Project Name US293041 Anthis-Brennan Sports Park

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Anthis Brennan Family Sports Park
tiffany sien
1046 West Allen Road
Tahlequah, OK 74464

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or

other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction-related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN

reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer

will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows: (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product; (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of

KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and

exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages

as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned.

While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

17. INDEMNIFICATION AND ATTORNEY FEES.
The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

(a) A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly. In case the Force Majeure situation continues for more than three months each party shall be free to withdraw from the Contract without liability.

(b) For the purposes of these General Terms of Conditions Force Majeure means extraordinary events or circumstances which cannot be foreseen nor prevented, including but not limited to acts such as natural calamities, earthquake, war, revolution, riot, civil insurrection, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, hyperinflation, labor disputes of whatever nature, general shortage or lack of raw materials causing either curtailment or production stop, increase in raw materials cost where any increase in raw material costs increase the total unit price for a product by [5] percent ([five]%) or more, authorities not respecting legal deadlines or not acting in a reasonably foreseeable manner, civics associations, and/or NGOs groups, legal entities or individuals filing objections within administrative procedures and other circumstances beyond the parties' reasonable control.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on

Contracts for the International Sale of Goods will not

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute, the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Warranty

KOMPAN
Let's play



Lifetime* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts



15-Year Warranty

- High-pressure laminate (HPL) parts
- Aluminum parts



10-Year Warranty

- TextMade™ posts
- Pre-galvanized posts with painted top layer
- Painted surface on galvanized or aluminum metal parts
- Electrogalvanized metal parts
- Molded PP decks
- Solid plastic parts
- Hollow plastic parts
- Transparent Poly Carbonate (PC) parts
- Wood-plastic composite (WPC) parts
- Robinia, Siberian larch, pine, and other wood types
- Stainless Steel Slides
- Rope and net constructions



5-Year Warranty

- Resin coated plywood parts
- Springs and ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy Connection Balls



2-Year Warranty

- Moveable plastic & metal part
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.

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Warranty coverage

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

Proper installation and maintenance

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. All warranty claims shall be accompanied by full documentation for proper installation and maintenance. The warranty for the ICON electrical components is dependent on those products being installed by an ICON-trained and approved installer.

Warranty exclusions

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces, and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

Near water installations

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion. Specially designed products (handled via department for customized products), provided they have been upgraded to corrosion class C4 prior to delivery, installed within 650 feet from the shore (and not in direct contact with saltwater/spray of saltwater or chlorinated water(e.g. waterparks)) shall, subject to the applicable warranty period for each product type set out in the general warranty, be covered only against

structural failure caused by corrosion (excluding moving parts) and under circumstances for any period longer than 5 years.

Third-party supplied products & services

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty not apply to such non-KOMPAN branded products and installation service may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

Freight and warehousing

Global transport and logistics arranged by Kompan appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.

Safety Standards

"In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org."





Creating happy, healthy communities, and keeping maintenance teams sane!

How do we save your **team time, money, and resources?**

Help designing your project

- Kompan can work with your Landscape Architect
- Kompan design team can design your project
- Ensure ADA compliance and inclusion

Simplify the purchasing process

- Buying agreements
 - Faster process
 - Flexibility
 - Cost savings
- Omnia
- Greenbush

Deliver a turnkey project

- Kompan project manager
- Certified installers
- Site work

Post installation

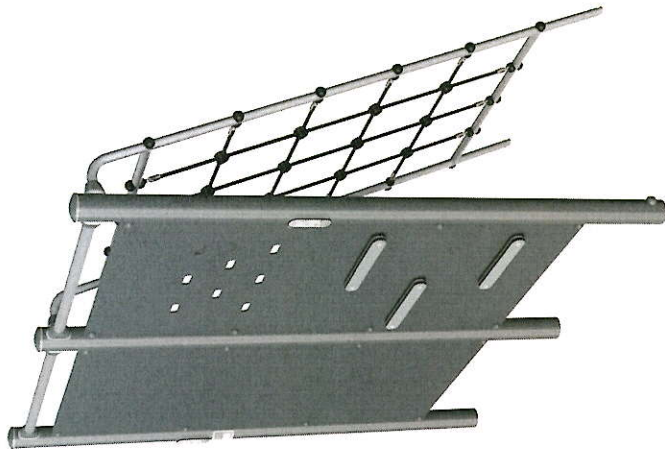
- Will send installation instructions for any future repairs
- Offer the service labor for repairs if owner does not have the resources
- Make the “what do I need” process easy with information donut caps (see illustration)



Vertical Net and Wall

FSW216

Item no. FSW21600-0900	
General Product Information	
Dimensions LxWxH	7'6"x3'8"
Age group	
Play capacity (users)	
Color options	



The wall consists of two segments. The left side is a flat wall of almost 7' 8" high which can be conquered by the fittest. The right side has three steps to assist the feet and eight handles to help you get over the wall. The scalable Wall makes it fun for everyone to play or train together. The fit ones develop muscle strength and bone density when jumping over. Others

develop their self-esteem if they dare to climb up. The Wall is standard available in Orange, RAL2010 and Grey, RAL7012. All other RAL colors are available on request. It will always be possible to match the surroundings or color theme!



Vertical Net and Wall

FSW216



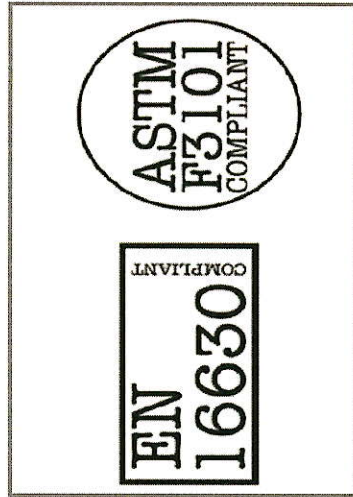
Post are made of 101.6 x 2mm, pre-galvanized carbon steel and powder coated, a great protection to all conditions.



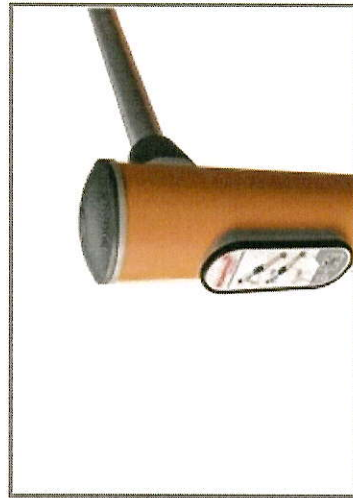
The connectors are made of die-cast aluminium, specially alloyed for the outdoor environments and heavy usage. The screws attaching the connectors are stainless steel and protected by zinc washers.



The wall surface are made of 17.8mm thick High Pressure Laminate (HPL) panels to ensure optimal strength and durability.



All KOMPAN fitness products are compliant with the ASTM F3101 & EN16630 Outdoor Fitness Standards. Load tests are performed as a static test by adding dynamic factors as well as safety factors to the specified load of 78kg per user. A product intended for 1 user is loaded with 420kg.

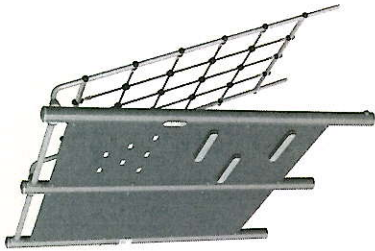


The information sign is made of a PA6 (Polyamide) and shows the most relevant exercise and a QR code. When scanned the QR code will link to an animated illustration of the exercise and offers the possibility of downloading the KOMPAN sport & fitness App, which will provide a large amount of exercises and workouts.



The ropes are made of UV-stabilised PES with inner steel cable reinforcement. The rope is induction treated in order to create a strong connection between steel and rope which leads to good wear resistance.

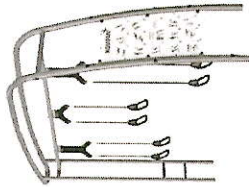
Item no. FSW21600-0900	
Installation Information	
Max. fall height	
Safety surfacing area	
Number of installers	
Total installation time	
Excavation volume	0.
Concrete volume	0.
Footing depth (standard)	
Shipment weight	£
Anchoring options	In-ground
	Surface
Warranty Information	
HPL panel	1£
Post	1£
Hot dip galvanized steel	L
Ropes & nets	1£
Spare parts guaranteed	1£



Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Validation of CO₂ calculation of: Fitness



Data version no. 2021-09-27

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category "Fitness" represented by item no. FAZ10100-0900 (Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 15. October 2021 | Valid until: 15. October 2023
Validated by:

Bente Hvid

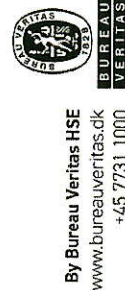
Bente Hvid, Senior Consultant

Peter Bendtsen

Peter Bendtsen, Senior Consultant

Validation based on report: Validation of CO₂ calculation of 8 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Bente Hvid and Peter Bendtsen.

Publication date: 15. October 2021



Cradle to Gate A1-A3	Total CO ₂ emission		CO ₂ e/kg		Recycled materials	
	kg CO ₂ e		kg CO ₂ e/kg		%	
FSW21600-0900	477.50		2.73		22.90	

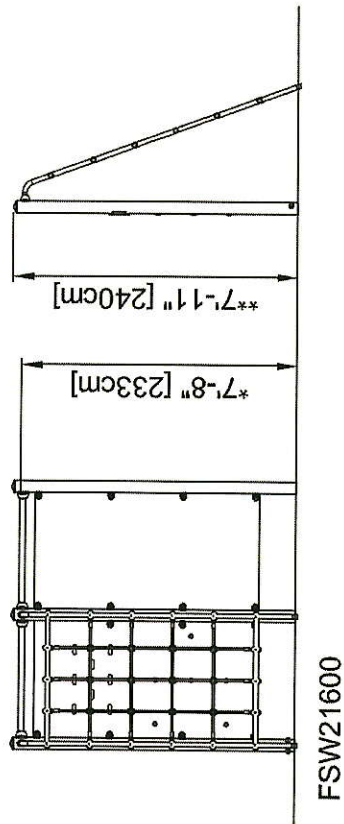
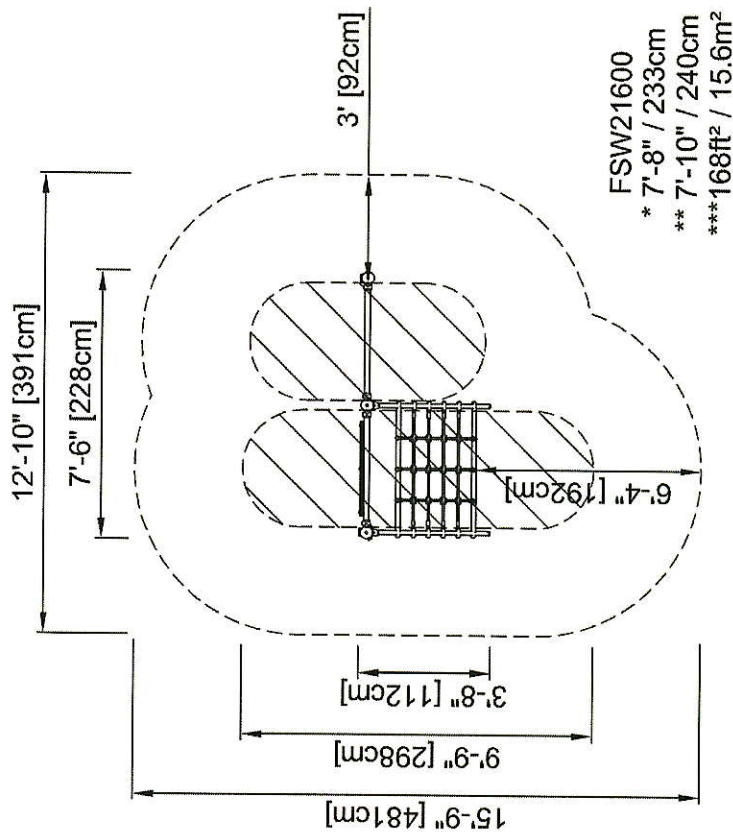
The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Vertical Net and Wall

FSW216

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is between **Cherokee Nation Businesses, LLC** (hereinafter referred to as "**CNB**") doing business as a wholly-owned tribal limited liability company of the Cherokee Nation (hereinafter referred to as "**CN**"), a federally recognized Indian Tribe which has jurisdiction over "Indian lands" as defined in Title 25, Section 2703 (4) the United States Code located at 777 West Cherokee Street, Catoosa, Oklahoma 74015 and the **City of Tahlequah, Oklahoma** (hereinafter referred to as "**Tahlequah**"), an Oklahoma municipality with its principal office of which is located at 111 S. Cherokee Ave., Tahlequah, Oklahoma 74464.

WHEREAS, CNB, its subsidiaries and affiliates, and CN own and operate several facilities, within the Tahlequah Fire Department's fire protection district (collectively, the "Cherokee Businesses"); and

WHEREAS, Tahlequah is a Jurisdiction as that term is defined in the Oklahoma Intrastate Mutual Aid Compact ("OIMAC") and is considered a participant in the OIMAC system which provides for intrastate mutual aid for Emergencies and Disasters as those terms are defined in the OIMAC; and

WHEREAS, Tahlequah has expressed a need for a new fire truck in order to provide necessary level of emergency response to the citizens within their fire protection district for the protection of their persons and property, including the Cherokee Businesses, located within the Tahlequah Fire District; and

WHEREAS, CNB is in agreement to provide a one-time financial contribution to Tahlequah to facilitate the purchase of a new fire truck; and

WHEREAS, CNB and Tahlequah desire to enter into this Agreement to delineate the parties' respective responsibilities.

NOW, THEREFORE in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, **CNB and Tahlequah** agree to the following:

I. Statement of Intent

The parties enter into this Agreement to confirm (A) CNB's agreement to provide the Funds, as defined below, to Tahlequah and (B) Tahlequah's agreement to use the Funds from CNB to purchase a new fire truck for the Tahlequah Fire Department.

II. CNB Responsibilities

A. CNB shall provide one-time funding to the City of Tahlequah in the amount quoted in the seller's/manufacture's apparatus quote and/or proposal for the specific fire truck to be ordered by Tahlequah, provided that such amount shall not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (the "Funds"). Such Funds shall be used for the sole purpose of facilitating Tahlequah's purchase of a new fire truck and any ancillary equipment for such truck required to meet the needs of the Tahlequah Fire Department as expressed herein.

Cherokee Nation Businesses, LLC

Name

Title

Date

City of Tahlequah

Name

Title

Date



PERFORM. LIKE NO OTHER.™

ASCENDANT® 100' HEAVY-DUTY AERIAL TOWER



Maximized maneuverability, drivability, operability and serviceability.

100' AERIAL TOWER BROCHURE

Overview

In the market for a mid- or rear-mounted tower? Take a look at the new Pierce Ascendant 100' Heavy-Duty Aerial Tower with its market disrupting maneuverability, drivability, operability and serviceability.

Reaching heights of 100' vertically and 93' horizontally, the Ascendant 100' Aerial Tower packages a 5-section heavy-duty steel tower onto a vehicle with a low overall height of 10'10" and length of only 41'5" with a rear overhang of a rear-mount that minimizes tail-swing, it offers superior maneuverability and greater visibility.

The Ascendant 100' Aerial Tower is available on a variety of custom chassis and body styles to meet your department's needs. Its integrated ground pads eliminate time spent throwing ground pads, so setup is streamlined and faster than any other aerial on the market. Configured as shown, it outperforms with a 1,000 lb tip load capacity, up to 20-degree below grade operation, and a below grade 50-degree scrub area. All of this is accomplished at a mere 20' set-back from the building.

BUDGET AMENDMENT FORM

Fund: Solid Waste Enterprise Fund
Amendment #: 362023
Fiscal Year: 2022-2023

<u>Account#</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
115-46-9000	Cherokee Nation Grant	\$2,200,000.00			
115-65-8701	Equipment Reserve			\$2,200,000.00	
TOTALS		\$2,200,000.00	\$	\$2,200,000.00	\$

To acknowledge receipt of Cherokee Nation Grant

Date approved by City Administrator & Signature

Date 3-3-23

Alan Chapman

Date approved by Governing Body & Signature

Date _____



THE CITY OF

TAHLEQUAH
OKLAHOMA

PURCHASING CARD PROGRAM

Adopted by City Council

March 6, 2023

PURCHASING CARD PROGRAM

SECTION 1: INTRODUCTION TO THE PURCHASING CARD PROGRAM

The City of Tahlequah's Purchasing Card Program is a program that is part of an ongoing effort to continuously improve City or Trust processes, reduce cycle times and empower employees. The City or Trust implemented this program for primarily small dollar/high volume purchases because research reveals purchasing cards can assist employees to more quickly and easily obtain the goods and services needed to get the job done. This way of conducting business reduces paperwork associated with the City's or Trust's current purchasing process, resulting in cost savings for the City or Trust and saving time for departments.

The policies contained in this document must be followed by cardholders as guidelines for conducting City or Trust business. Policy violations will result in revocation of cardholder privileges and possible disciplinary action.

SECTION 2: DEPARTMENT HEAD RESPONSIBILITIES

- Assuming the overall responsibility for any employee's use of the purchasing card.
- Providing written authorization to the Purchasing Agent in the Finance Department for any person designated to act on their behalf, where permitted in the policy. Each department will have one department supervisor/designee of the purchasing card program appointed by the department head, and ensure the employee is fully knowledgeable of the policies and procedures required of this program. In addition, a department head may also designate additional transaction approvers. Designated approvers must be listed on the City's Authorized Signature List and must complete any required training before security is granted to access the purchasing card system.
- Requiring cardholders, department supervisors/designees and designated transaction approvers, if different from supervisor/designee, to attend training sessions. Purchasing card training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Administering disciplinary action to a cardholder and/or department supervisor/designee or designated transaction approver found to have intentionally misused their purchasing card and reporting the misuse to the Purchasing Agent in the Finance Department.
- Ensuring that all card holding employees are personally informed of all the terms and conditions imposed with the privilege of using the purchasing card, including the dollar limitations, restrictions placed on their card and has signed the Cardholder Agreement and Receipts and Limits Forms.
- Authorizing the credit limit and any merchant restrictions imposed on any card authorized for issuance to an employee. Increases to monthly credit limits and single transaction limits will automatically return to the original amount at the end of the month unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Assigned monthly credit limits over \$10,000, permanent or temporary, must be approved by the Finance Director. If the Finance Director is not available, the City Administrator's authorization must be obtained.
- Ensuring that all charges made during the fiscal year are paid from the same year's funds.
- Informing departmental cardholders of what constitutes as an authorized department purchase.
- Approving transactions each month in the financial system for the overall validity of transactions, and the compliance of those transactions with applicable purchasing policies and procedures. The

approval process includes reviewing documentation, including, but not limited to, charge tickets, credit slips, invoices, delivery tickets, packing slips (if provided by the supplier), required price quotes, sole source letters and sales tax refunds. The monthly transaction approval responsibility may be assigned to the department supervisor/designee or another transaction approver.

- Bi-annually, department heads are responsible to provide a statement that they have reviewed all departmental purchasing card statements for compliance with purchasing policies and procedures and the appropriateness of purchases, if the department head did not electronically approve all transactions in the financial system. If a department head chooses to delegate review of the statements, this must be indicated on the approval memo (Attachment D). The department head is still required to sign the memo. The staff member must be in a job classification directly below the department head and have completed purchasing card training within the past three (3) years. The template included in this policy (Attachment D) should be used to document this review. The designated staff member cannot review their own purchasing card statements or any transactions they approved during the monthly cycles. These statements are due on March 15th for July 1 through December 31 and September 15th for January 1 through June 30 each year. When necessary, department heads or designee, should request copies of receipts and documentation to verify the validity of purchases prior to review completion. During this bi-annual review, the department head, or delegated staff member, will also be responsible for confirming current department supervisor designees and transaction approvers to ensure the Purchasing Agent has up-to-date information.
- Reviewing the annual summary of cardholder security limits provided by the Purchasing Agent in the Finance Department. The Finance Director will notify the Purchasing Agent in the Finance Department of any revisions.
- Surrendering any card promptly as requested or ordered by the Purchasing Agent in the Finance Department.
- Requiring cardholders and department designees to adhere to all program policies and procedures and revisions thereto.
- Ensuring that charges to grant funds have been authorized by the Finance Director (program manager) and a statement is provided with the receipt that the purchase complies with the specific grant requirements. The Finance Director is certifying the following "As Program Manager for the grant, I do hereby certify that the costs for this purchase represent an allowable, reasonable, an allocable cost benefit to the objectives of the grant and that the vendor is not currently on [The Office of Foreign Assets Control \(OFAC\)](#) suspended and debarred list."
- Requiring cardholders and department designees to attach scanned receipts and documentation to electronic purchasing card transactions in the financial system as required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions.

SECTION 3: DEPARTMENT SUPERVISER/DESIGNEE AND TRANSACTION APPROVER RESPONSIBILITIES

- Approving transactions in the financial system, if authorized by the department head, for the overall validity of transactions, and the compliance of those transactions with applicable purchasing policies and procedures. The approval process includes reviewing documentation, including, but not limited to, charge tickets, credit slips, invoices, delivery tickets, packing slips (if provided by the supplier), required price quotes, sole source letters and sales tax refunds.
- Monitoring the use of any cards issued to employees in their respective department. Making sure cardholders provide all required documentation, including, but not limited to, charge tickets, credit slips, invoice, delivery tickets, packing slips (if provided by the supplier), required price

quotes, sole source letters and sales tax credit memos for review by the designated transaction approver to support each transaction made by cardholder.

- Monitoring to ensure a packing slip (if provided by the supplier) or receipt is signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.
- Reviewing the required documentation timely for transactions to be processed for payment.
- Checking for double billing.
- Ensuring the proper accounting distribution is used for all transactions.
- Maintaining records, such as names, addresses, authorized limits and restrictions of each cardholder. Security can be granted to run reports in the bank's credit card system containing cardholder information, including the last four digits of account numbers. P-card account information must be kept in a secure location where information cannot be compromised.
- Authorize temporary limit increases to a cardholder's single transaction limit up to \$2,000 and to a cardholder's monthly limit up to \$10,000. Temporary increases to a cardholder's limit must be authorized by the Finance Director. Increases to monthly credit limits and single transaction limits will automatically return to the original amount at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Finance Director approval will be requested if temporary changes occur frequently.
- Authorize temporary changes to merchant category code security for cardholders. Security will return to the original security at the end of the month, unless a written authorization for a permanent change is received from the department head. Department head approval will be requested if temporary changes occur frequently.
- Ensuring that charges to grant funds have been authorized by the Finance Director (program manager) and a statement is provided with the receipt that the purchase complies with the specific grant requirements. The Finance Director is certifying the following "As Program Manager for the grant, I do hereby certify that the costs for this purchase represent an allowable, reasonable, an allocable cost benefit to the objectives of the grant and that the vendor is not currently on [The Office of Foreign Assets Control \(OFAC\)](#) suspended and debarred list."
- Requiring cardholders and department designees to attach scanned receipts and documentation to electronic purchasing card transactions in the financial system when required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions. It is mandatory for departments to request Buyers attach open market suppliers to the correct open market resolution if a resolution is available. This resolution (contract number) should be selected when updating transactions for approval in the financial system.
- Review of electronic transactions and supporting documentation for overall validity of listed transactions and compliance with the City's Purchasing Policies and Procedures and documenting with an electronic approval and having cardholder explain any unusual transaction(s). If the explanation is vague or seems suspect, promptly refer the matter to the respective department head's attention.
- Monitoring signed documentation to see if anyone else other than the designated cardholder has used the purchasing card. No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up materials or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of items, if provided by the supplier, and return to the

cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.

- Monitoring departmental accounts to ensure that funds are not overspent.
- Promptly resolving any budget errors during the voucher process to ensure timely payment to the bank.
- Notifying cardholders of the fiscal year cut-off dates and other year-end procedures.
- Responsible for picking up new purchasing cards from the Purchasing Agent in the Finance Department and distributing new cards to cardholders. Expired cards are to be collected and returned to the Purchasing Agent in the Finance Department, along with the cardholder signature sheet confirming receipt of new card(s).
- Retrieving and returning the card to the Purchasing Agent in the Finance Department whenever a cardholder retires, transfers, terminates or becomes deceased.
- Assuring compliance with cardholder responsibilities.
- Attending any required training for the purchasing card role. Training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Participates in random audits for the Purchasing Card Program conducted by the Purchasing Agent and the Finance Director.

SECTION 4: CARDHOLDER RESPONSIBILITIES

- Ensuring that the cardholder is the sole user of the purchasing card. No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up materials or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of items, if provided by the supplier, and return to the cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.
- Using the purchasing card strictly according to the City's Purchasing Policies and Procedures, including, but not limited to, obtaining three quotes and sole source documentation and utilizing contracted suppliers. Additionally, the purchasing card is not to be used for paying prior fiscal year purchases.
- Safeguarding the purchasing card at all times while in the cardholder's possession.
- If the card is lost or stolen, notify the Purchasing Agent in the Finance Department, or the bank, and/or the department supervisor/designee, if the Purchasing Agent is not available.
- Restricting purchases to only those authorized for City or Trust related purposes.
- Surrendering the purchasing card upon the request or order of the respective department head, department supervisor/designee or Purchasing Agent in the Finance Department.
- Obtaining a vendor registration form or IRS W-9 from hotel/motel vendors not shown in the master vendor file prior to the monthly approval deadline, and preferably before completing the order with the supplier. This documentation is necessary for City purchasing requirements.
- Keeping all transaction documents, including, but not limited to, charge tickets, credit slips, invoices, packing slips (if provided by the supplier) and delivery tickets and submitting and reconciling them

as required to the department head, department supervisor/designee or designated transaction approver. The Records Retention Policy requires documentation for all purchasing card purchases must be maintained

on-site at the cardholder's department for five years, unless grant or bond requirements dictate a longer retention period.

- Keeping packing slips (if provided by the supplier) with the receipt and other documentation when provided by the supplier. The packing slip or receipt should be signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the items could also be attached for documentation purposes.
- Notifying the Purchasing Agent in the Finance Department and respective department designee of any problems (i.e., card denial, sales tax exemption, etc.) experienced when using the purchasing card.
- Electronically review and update transactions in the financial system and submit receipts and other required documentation to the designated transaction approver for review and approval at least once a week.
- Obtaining credit for sales tax inappropriately charged and tracking the receipt of credit.
- Ensuring that the supplier provides a transaction document whenever a transaction is made by phone, mail or fax.
- Notifying the Purchasing Agent in the Finance Department and department/supervisor designee immediately of any purchasing mistake(s) made contrary to any policies and procedures.
- Updating and reviewing transactions electronically in the financial system and giving all transaction documentation, including any credit slips, to department supervisor/designee or designated transaction approver prior to going on leave. The electronic review of transactions by the cardholder cannot be completed by someone else, except when the cardholder is out on extended leave. When this occurs, the cardholder will have to follow up with an e-mail to the Purchasing Agent in the Finance Department that they have reviewed all transactions. This e-mail will be kept on file to document the cardholder's review. Cardholders are encouraged to update transactions on a weekly basis.
- Attach scanned receipts and documentation to electronic purchasing card transactions in the financial system as required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions. It is also mandatory for departments to request Buyers attach open market suppliers to the correct open market resolution if a resolution is available. This resolution (contract number) should be selected when updating transactions for approval in the financial system.
- Accepting only a credit slip whenever an item must be returned to a supplier. If the supplier cannot issue a credit slip, then notify the Purchasing Agent in the Finance Department before going any further with the supplier.
- Assuming financial responsibility for transactions not supported by the proper documentation or that are not made according to the City's Purchasing Policies and Procedures.
- Attending any required training for the purchasing card role. Training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Participates in random audits for the Purchasing Card Program conducted by the Purchasing Agent and the Finance Director.

SECTION 5: REQUIREMENTS

Purchasing cards are issued at the discretion of the Finance Department of the City of Tahlequah to qualified and approved full-time employees.

These cards remain the property of the bank and the City of Tahlequah. *Purchasing cards are non-transferable and are not to be used by anyone other than the designated cardholder.* The bank or the City may suspend or cancel cardholder privileges at any time for any reason. The cardholder will surrender the purchasing card upon request to the Purchasing Agent in the Finance Department or any authorized agent of the bank or the City. Use of the purchasing card after notice of its cancellation may be fraudulent and may cause the City or Trust to take legal action.

Spending Limits: Each card has a pre-set spending limit, which may not be exceeded under any circumstance. Increases to monthly credit limits, single transaction limits and changes to merchant category code security will automatically return to the original amount or code at the end of the month, unless a written authorization for a permanent change is received from the department head.

NO PERSONAL EXPENSES ARE TO BE CHARGED TO THE PURCHASING CARD

Purchasing Card Abuse: Abuse of the purchasing card will result in revocation of the card and appropriate disciplinary action, which may include termination. Policy violations include, but are not limited to:

- Purchasing items for personal use.
- Exceeding bank credit line limit.
- Failure to return the purchasing card when reassigned, terminated or upon request.
- Failure to review transactions and provide proper receipts and documentation to department head, department supervisor/designee or transaction approver to meet monthly deadlines.
- Failure to provide proper and timely documentation to Accounts Payable or the Purchasing Agent in the Finance Department.

MANDATORY PURCHASING CARD USAGE

Purchases less than \$2,000 should be paid with the purchasing card whenever possible, unless the purchasing card policy prohibits the purchase of the good or service. Cardholders should contact the Finance Director for exceptions to this requirement. If the supplier does not accept purchasing cards, the cardholder may contact the Purchasing Agent in the Finance Department, who may request the bank establish purchasing card acceptance with the supplier.

RECEIPTS

It is the cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the purchasing card is used. These receipts should reflect that **NO SALES TAX** is charged. If the receipt is lost and the supplier was either unable or unwilling to provide a duplicate copy as requested, a Missing Receipt Form (Attachment C) is to be completed and signed by the cardholder and department supervisor/designee. This form will become part of the monthly reconciliation paperwork.

REPORTS

Purchasing Agent recommends a transaction log be utilized for recordkeeping purposes to ensure all transactions are accounted for during reconciliation. All transaction documentation should be submitted to the cardholder's department designee/supervisor or transaction approver of the purchasing card program so that the documentation can be reviewed, and transactions approved electronically in the financial system.

Following approval, documentation is returned to the cardholder. Each month, the cardholder will also receive a bank statement in the mail from the bank. The bank statement will arrive five to seven business days after the cycle period closes. The cardholder and approver will confirm the bank statement matches the transactions purchased for the cycle, and file it along with the final statement of account report and other documentation in a central location on site in the department and made available for review upon request. The cardholder/approver should immediately notify the Purchasing Agent of any discrepancies. Monthly purchasing card documentation can be maintained electronically, as long as information can be easily located and reviewed. Departments must ensure all scanned files are readable. The City's Records Retention Policy must be followed.

PROTECTING THE PURCHASING CARD

The purchasing card is valuable property, which requires proper treatment by the cardholder to protect it from misuse by unauthorized parties.

Sign the purchasing card immediately upon receipt. When the expiration date has passed and/or after the cardholder has received a new card, the department supervisor/designee of the purchasing card program should cut the old purchasing card down the middle of the magnetic strip and return it to the Purchasing Agent in the Finance Department. The cardholder should make sure the purchasing card is returned by the supplier after each charge and verify that the returned card has the cardholder's name on it. Carbon sheets should be obtained and destroyed.

SECTION 6: LOST OR STOLEN CARDS

If a purchasing card is lost or stolen, the cardholder must immediately notify the Purchasing Agent in the Finance Department, or the bank's customer service department, and the cardholder's supervisor. The Purchasing Agent in the Finance Department or the customer service representative of the bank will block use of the card. If charges were applied to the account, an affidavit will need to be completed by the cardholder, through the Purchasing Agent, and submitted to the bank. The Purchasing Agent in the Finance Department will send the form to the cardholder.

SECTION 7: ISSUING THE PURCHASING CARD

An application will be made available through the City's internal website or contact the Purchasing Agent in the Finance Department.

A department head must request that a City employee be issued a purchasing card.

- Any City employee authorized and approved to use a purchasing card shall be required to sign and date the Cardholder Agreement Form and the Receipts and Limits Form. These forms acknowledge understanding by the employee of the responsibilities associated with the card.
- The Purchasing Agent in the Finance Department will submit a request in the purchasing card system or forward necessary paperwork to the bank to order the card.
- When the card is received from the bank, the Purchasing Agent in the Finance Department will notify the cardholder.
- Prior to releasing the card, the Purchasing Agent in the Finance Department will be responsible for training the cardholder with regard to appropriate use and administration of the card. No cards will be released until appropriate training is received.

SECTION 8: USING THE PURCHASING CARD

The purchasing card is for business-related purposes only. It may not be used for personal purchases.

Although the card is issued in an employee's name, it is still the property of The City of Tahlequah and must be used only for qualified City or Trust purchases.

The following qualified and unqualified purchases are for example purposes only. If questions arise about a specific purchase, ask the Purchasing Agent in the Finance Department whether or not the purchase qualifies for the purchasing card program. Remember this list of purchases **only serves as a general guideline** and is not intended to cover every conceivable purchase possible.

QUALIFIED AND UNQUALIFIED PURCHASE EXAMPLES

QUALIFIED	UNQUALIFIED
Camera film or supplies	Personal purchases
Lawn equipment/parts/supplies	Car rental (prior approval required)
Office supplies	Entertainment of any kind
Janitorial supplies	Liquor/beer/wine
Horticulture supplies	Cigarettes
Memberships	Cash advances
Subscriptions	Gasoline/diesel fuels
Automotive parts	(exception:
	Bulk Fuel)
Office equipment	Holiday decorations for offices
Office furniture (non-capital)	Doctor/Lawyer services
Animal feed/medicines/supplies	(prior
	approval required)
Hand-tools/accessories	Specified computer-related
	purchases
Paint/lumber/hardware	Food when traveling
Building/maintenance/repair supplies	Purchases in conflict with the City's
	Purchasing Policies and Procedures

USING THE PURCHASING CARD FOR TRAVEL

Please refer to the City of Tahlequah Comprehensive Purchasing Manual's Travel and Training Policy for information about how to use the purchasing card for expenses incurred during travel.

USING THE PURCHASING CARD FOR COMPUTER RELATED PURCHASES

All computers, laptops, handhelds, printers, monitors, memory upgrades, or any related equipment and Microsoft licensing cannot be purchased using the purchasing card and must be purchased through the City's requisitioning system.

SECTION 9: PURCHASING CARD CONTROL AND LIMITS

Each card issued will have specific card controls and limits based on the functional area of responsibility and the needs of the individual cardholder. Specific limits will be assigned when the application is complete. Once the purchasing card has been issued, the cardholder will be advised of established credit limit, periodic limits (transaction, monthly, etc.) and merchant category code exclusions.

Management, together with the card's inherent controls, will ensure that the card can be used only for specific purchases and within specific dollar limits. Cardholders will be familiar with the limits that are set for their individual card. Department heads are responsible for credit limits and any merchant category code

restrictions imposed on any card authorized for issuance to an employee. Increases to monthly credit limits, single transaction limits and merchant category code security changes will automatically return to the original status at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Assigned monthly credit limits over \$10,000, permanent or temporary, must be approved by the Finance Director. If the Finance Director is not available, the City Administrator's authorization must be obtained.

SECTION 10: TAXES

The purchasing card is embossed with the City's tax-exempt status. At the time of purchase, cardholders will advise the merchant that the purchase is for official City or Trust use and therefore is not subject to state or local tax. The City's tax-exempt certificate is available for departments on the City's internal website. Cardholders are responsible for requesting credits due from suppliers for sales tax inappropriately charged on purchases, as well as tracking subsequent receipts or related credits. Department head supervisors/designees and transaction approvers are responsible for ensuring cardholders follow through with obtaining these tax credits. The Purchasing Agent recommends a spreadsheet or some other tracking method, such as use of the transaction log for example; be maintained to ensure all credits are obtained.

SECTION 11: CONTRACT SUPPLIERS

The City or Trust has existing contracts and pricing agreements with designated suppliers for specific goods and services. The City or Trust has a contractual obligation to make all purchases from these suppliers whenever pricing agreements or contracts exist. A list of current contracts and pricing agreements by supplier and by commodity can be found on the City's internal website. Purchasing card users must order from contracted suppliers if a contract or pricing agreement is in place. Contract and pricing agreement exemptions must be approved in advance by the Purchasing Agent responsible for the contract or pricing agreement.

SECTION 12: NON-CONTRACT SUPPLIERS

The City's open market purchasing policies and procedures must be followed regarding three (3) quotes for non-contracted items purchased with a cost between \$5,000 and \$25,000. Sole Source documentation must also be requested when applicable. Cardholders will obtain a vendor registration form or IRS W-9 from hotel/motel vendors not shown in the master vendor file prior to the monthly approval deadline, and before placing the order with the supplier. This documentation is necessary for City purchasing requirements. Acceptance of a W-9 from any other merchant besides a hotel/motel will require approval from the Purchasing Agent.

Compliance with price quotation, sole source documentation and vendor registration requirements will be subject to an audit by the Purchasing Agent of the Finance Department. Failure to comply with these policies could result in revocation of cardholder privileges and possible disciplinary action.

SECTION 13: PLACING AN ORDER WITH A SUPPLIER

Identify a supplier that sells the required goods or services and accepts the purchasing card. The Purchasing Agent will maintain a list of contracted suppliers to be used when making purchases. Use the card just like other credit cards. For those suppliers who make deliveries or will mail items, contact the supplier by telephone, e-mail or Internet and have the supplier deliver the order to the correct City of Tahlequah address to your attention. Always ask the supplier to provide an itemized receipt mailed or e-mailed directly to the cardholder's address. If the supplier does not accept purchasing cards, the cardholder may contact the Purchasing Agent in the Finance Department who may request the bank establish purchasing card acceptance with the supplier.

SECTION 14: RECEIVING MATERIAL ITEMS OR GOODS

All material items or goods purchased with the purchasing card should be sent directly to the cardholder's business location or picked up by the cardholder or assigned staff member from the supplier's location. An itemized statement must accompany all orders. If the statement does not contain sufficient detail to clearly identify the item(s) purchased, supplemental documentation must be retained with the purchasing card receipts. Keep this documentation with the original transaction receipt. City or Trust purchases should never be sent to a home address. Packing slips should be kept with the receipt and other documentation when provided by suppliers. The packing slip or receipt should be signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the items may also be attached for documentation purposes.

No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up material items or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of material items or goods, if provided by the supplier, and return to the cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts.

NOTE: A packing slip that does not include price(s) is not sufficient documentation to be considered a receipt. However, when packing slips are provided during the regular course of business with suppliers, it should be kept in addition to receipts and other purchasing card documentation.

SECTION 15: RECONCILING THE PURCHASING CARD STATEMENT

A purchasing card bank statement can be found online and/or will be mailed to cardholders after the billing cycle closes on the 25th day of each month (sometimes dates carry-over due to weekend and holidays, these dates will be provided by the Purchasing Agent in the Finance Department). The purchasing card bank statements will be similar in appearance to a typical consumer credit card statement.

The employee is not responsible for paying the purchasing card bank statement. The City will submit payment to the bank for monthly transactions. Purchasing Agent recommends cardholders use a transaction log for tracking purposes. Supervisors/Designees and transaction approvers should verify that purchases and returns are accurately listed on the purchasing card bank statement and in the financial system. After reconciling transactions with purchasing documentation and receipts, the cardholder should update and electronically review the transactions in the financial system, indicating that they did in fact make those purchases.

The transaction must also be approved by the department supervisor/designee or transaction approver in the financial system. Approvers must be on the Authorized Signature List for purchasing card approvals and have the appropriate roles assigned in the financial system.

The electronic approval in the financial system represents approval to pay the bank, and that proper documentation has been reviewed and serves as electronic receipt of goods or services. After review and verification of charges, the Purchasing Agent in the Finance Department will send a report to Accounts Payable containing the purchasing card transaction payment details. Accounts Payable staff will then balance transactions to vouchers and process for payment.

SECTION 16: RECORDS RETENTION

Departments will be responsible for retaining itemized receipts, invoices, quotes, purchasing card statements and any other transaction documentation. This documentation should be centrally located as it could be audited and upon request must be presented and made readily available. The Records Retention Policy requires documentation for all purchasing card purchases must be maintained on-site at the cardholder's department. Records must contain sufficient detail to clearly identify the item(s) or services purchased.

SECTION 17: RETURNS, CREDITS AND DISPUTED TRANSACTIONS

NOTE: *In most cases, disputes are misunderstandings that can be resolved directly between the cardholder and the supplier.*

If an item needs to be returned for any reason, employees can send the item back to the supplier in a manner agreed upon. The supplier should issue a credit on the cardholder's purchasing card account for the items that are returned. If it is too late in the month to appear on the current statement, a credit will appear on a subsequent monthly purchasing card statement. The department is required to pay for this transaction even though it is being returned. The money will be returned to the department's budget the following month by reallocating the credit transaction to the same account.

Documentation of the return (i.e., credit receipt) should be issued by the supplier. Keep on file and log all documentation pertaining to returns to ensure the return is reflected as a credit on the monthly purchasing card statement. If the cardholder and the supplier cannot resolve the issue, contact the Purchasing Agent in the Finance Department. Disputed items should be reported within sixty (60) days of the purchasing card transaction date. Under no circumstances are departments to file their own disputes with the bank. The Purchasing Agent is responsible for filing disputes.

The issuing bank will investigate the dispute on the City's behalf and assist in resolution. The Purchasing Agent in the Finance Department will complete a Transaction Dispute Form and mail or fax to the bank for complete processing or may handle through documented telephone communication.

SECTION 18: METHOD OF PAYMENT

All cardholder transactions are consolidated and billed on a monthly cycle. Because the supplier will be paid through a purchasing card, the supplier should **NOT** submit an invoice to Accounts Payable. If the supplier happens to submit an invoice, the documentation will be promptly returned by the Purchasing Agent in the Finance Department or Accounts Payable Section with an explanation that the transaction was made with a City or Trust purchasing card.

SECTION 19: DOUBLE BILLING CAUTION

To safeguard against the possibility of double billing, ask suppliers **NOT** to send a bill. Review purchasing card statements for duplicate billing and notify the Purchasing Agent in the Finance Department if charges appear more than once for a single purchase. The cardholder should also immediately request a credit from the supplier.

SECTION 20: CARDHOLDER AUDITS

On a monthly basis, the Purchasing Agent in the Finance Department can retrieve various reports directly from the issuing bank listing all transactions posted on a card. The Purchasing Agent in the Finance Department will periodically request the cardholder to produce receipts and other supporting documentation for review. These records should be centrally located in order to make them readily available.

The Purchasing Agent will conduct random on-site audits of purchasing card purchases. The objective of

these audits is to determine compliance with purchasing card policies and procedures and other City purchasing policies and procedures. The department will be responsible for validating transactions and retention of purchasing card records in the department, as well as verifying the appropriateness of purchases and compliance with any grant requirements.

SECTION 21: MANAGEMENT INFORMATION REPORTS

The issuing bank will provide detailed management reports for the purpose of monitoring cardholder usage, policy compliance and frequency of supplier usage. The Purchasing Agent will be responsible for reviewing City-wide transactions on a monthly basis. Department supervisors, managers and approvers also have the ability to retrieve reports to monitor activity.

SECTION 22: PURCHASING CARD SECURITY

Use of the purchasing card is limited to the employee in whose name the card is issued. The cardholder will assure that the card is kept in an accessible, but secure location, and that the account number on the card is not posted or left in a conspicuous place. Allowing other employees, including supervisors, to utilize a card not belonging to them is considered misuse of the card.

SECTION 23: CARD MISUSE

Cardholders are expected to utilize the purchasing card for business purposes only. All purchasing card purchases should be made with good judgment and within the functional responsibilities of the cardholder. Improper use of the purchasing card may result in disciplinary action, up to and including termination, as referenced in Tahlequah's Personnel Policy, Section 606-3, C.

ATTACHMENTS

- Attachment A – Receipts and Limits Form
- Attachment B – Cardholder Agreement Form
- Attachment C – Missing Receipt Form
- Attachment D – Bi-Annual Statement Review Sample Memo

Attachment A – Receipts and Limits Form

PURCHASING CARD PROGRAM – ATTACHMENT A
PURCHASING CARD RECEIPT AND LIMITS

Name of Cardholder: _____ Signature: _____
(Last, First, Middle Initial-Printed/Typed)

Home Address: _____
(Street Address, City, State, Zip Code)

SSN: (last 4 digits only) _____ Date: _____

Department: _____ Division/Section: _____

Work Location: _____ Work Phone: _____
(Street Address, where bank statement will be mailed, and Zip Code)

Immediate Supervisor: _____ Department Head: _____

I, as an authorized and approved department head, supervisor, transaction approver and cardholder fully understand and agree to the following terms and conditions regarding the use and safekeeping of the purchasing card(s) entrusted to me:

1. I accept full personal responsibility for the use and safekeeping of all purchasing card(s) assigned to me;
2. I understand that I will be making financial commitments on behalf of The City of Tahlequah or Trust and will strive to obtain fair and reasonable prices;
3. I have received training and agree to follow all policies and procedures established for the use of the purchasing card;
4. I will **NOT** use the purchasing card for any non-City-related business or non-authorized purchases, nor personal purchases or cash advances;
5. I will **immediately** report the theft or loss of the purchasing card to the Purchasing Agent in the Finance Department, my supervisor or the bank;
6. I understand that all laws, rules and procedures relating to competitive bidding are still in effect and that the use of the purchasing card does not exempt me from requirements to obtain certain supplies from required sources as set forth in the City's Purchasing Policies and Procedures;
7. I will surrender the Purchasing Card upon (a) my transfer to another department/division of the City of Tahlequah, (b) termination of employment with the City, or (c) request of my department head, supervisor, Purchasing Agent, or Finance Director; further, I understand that my last paycheck can be withheld until the purchasing card is surrendered as required;

8. I understand that any purchases made by me will be recorded and reviewed in management reports, for payments to suppliers, and possible discrepancies and appropriateness of purchase; further, I acknowledge that I will have personal liability for any inappropriate or undocumented purchases made by me;
9. I agree to reimburse the City of Tahlequah **immediately** for any purchases made by me which are deemed inappropriate or which are undocumented;
10. I understand that I **cannot** use the purchasing card as a financial reference to obtain other personal credit cards or loans;
11. I understand that I am personally responsible for obtaining and keeping all purchase and credit documents; and, submitting them in accordance with City's Purchasing Policies and Procedures; further, I understand that I am responsible for obtaining documentation when purchases are picked up by or delivered to a non-cardholder to confirm the order was fully received at a City facility;
12. I will use the purchasing card only within the limits and restrictions placed upon it unless the department head or supervisor has requested the Purchasing Agent in the Finance Department to temporarily change these limits or restrictions due to an emergency situation or other unique circumstances;
13. I understand that absolutely no one, other than myself, is permitted to use the purchasing card assigned to me;
14. I understand that if I have the authority to request limit changes to accounts, that I cannot make such requests directly to the Purchasing Agent in the Finance Department for my own account;
15. I understand all purchases made under the purchasing card program are subject to being audited; and
16. *I understand that failure to follow any of the above listed terms and conditions or if found to have misused the purchasing card in any manner may result in (a) revocation of the privilege to use the card, (b) disciplinary action, (c) termination of employment, and/or (d) criminal charges filed with the local District Attorney's Office. I hereby accept the above terms and conditions and acknowledge receipt of the purchasing card identified below.*

Employee's Signature

Date Signed

Dollar and transaction limitations for this cardholder:

Dollars per transaction

Dollars per cycle: (month)

Transactions per cycle

Transactions per day

Merchant Category Code Group (see list below)

MCC	DESCRIPTION
COC	Basic Office
OC2	Basic Office, Travel/Food
OC3	Automotive
OC4	Basic Office and Automotive (No Travel/Food)
OC5	High Level Buyer (No Travel/Food)
OC6	High Level Buyer, Plus Travel/Food
OCFUEL	CNG Fuel only

DEFAULT FUNDING:

GL Business Unit	Dept ID	Fund	Operating Unit	Account
Program	Grant Business Unit	Grant Project	Grant Activity	

I have reviewed and understand the dollar limitations on my purchasing card and I acknowledge receipt of the purchasing card.

Employee Signature/Date

Date Purchasing Card Received

Supervisor Signature/Date

Department Purchasing Card
Designee/Date

*Current Primary Transaction Approver/Date

***This person or other designated approver is also responsible for verifying the validity of all transactions and appropriateness of documentation.**

As Department Head of the above named person, I authorize and approve the issuance of said purchasing card to this employee and I accept overall responsibility for the use of the purchasing card. The dollar limitations and restrictions are designated above. I agree to adhere to all the guidelines established for the Purchasing Card Program.

Signature of Department Head

Date Signed

APPROVED BY: _____
Signature of Purchasing Agent in the Finance Department/Date signed

Card Account Number: _____ Exp. Date: _____

Attachment B – Cardholder Agreement Form

PURCHASING CARD CARDHOLDER AGREEMENT

INTRODUCTION

The City of Tahlequah has an agreement with a bank that provides qualified full-time employees with a purchasing card to purchase selected materials and services. Using the bank's purchasing card benefits the City or Trust and cardholder through:

- Promptly paying our suppliers
- Reducing overall processing costs
- Decentralizing purchasing responsibility

The policies contained in this document must be followed by cardholders as guidelines for conducting City or Trust business. Policy violations will result in revocation of cardholder privileges and possible disciplinary action.

REQUIREMENTS

Purchasing cards are issued at the discretion of the Finance Department of the City of Tahlequah to qualified and approved full-time employees.

These cards remain the property of the bank and the City of Tahlequah. ***Purchasing cards are non-transferable and are not to be used by anyone other than the designated cardholder.*** The bank or the City may suspend or cancel cardholder privileges at any time for any reason. The cardholder will surrender the purchasing card upon request to the Purchasing Agent in the Finance Department or any authorized agent of the bank or the City. Use of the purchasing card after notice of its cancellation may be fraudulent and may cause the City or Trust to take legal action.

Spending Limits: Each card has a pre-set spending limit, which may not be exceeded under any circumstance. Increases to monthly credit limits, single transaction limits and changes to merchant category code security will automatically return to the original amount or code at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director.

NO PERSONAL EXPENSES ARE TO BE CHARGED TO THE PURCHASING CARD

Purchasing Card Abuse: Abuse of the purchasing card will result in revocation of the card and appropriate disciplinary action, which may include termination. Policy violations include, but are not limited to:

- Purchasing items for personal use.
- Exceeding bank credit line limit.
- Failure to return the purchasing card when reassigned, terminated or upon request.

Failure to review transactions and provide proper receipts and documentation to department head, department supervisor/designee or transaction approver to meet monthly deadlines.
Failure to provide proper and timely documentation to Accounts Payable or the Purchasing Agent in the Finance Department.

USAGE

The Purchasing Card is for business-related purposes only. It may not be used for personal purchases. Although the card is issued in an employee's name, it is still the property of The City of Tahlequah and must be used only for qualified City or Trust purchases.

SALES TAX

It is the cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the purchasing card is used. These receipts should reflect that **NO SALES TAX** is charged. If the receipt is lost and the supplier was either unable or unwilling to provide a duplicate copy as requested, a Missing Receipt Form (Attachment C) is to be completed and signed by the cardholder and department supervisor/designee. This form will become part of the monthly reconciliation paperwork.

REPORTS

The Purchasing Agent recommends a transaction log be utilized for record keeping purposes to ensure all transactions are accounted for during reconciliation. All transaction documentation should be submitted to the cardholder's department designee/supervisor or transaction approver of the purchasing card program so that the documentation can be reviewed and transactions approved electronically in the financial system. Following approval, documentation is returned to the cardholder. Each month, the cardholder will also receive a bank statement in the mail from the bank. The bank statement will arrive five to seven business days after the cycle period closes. The cardholder and approver will confirm the bank statement matches the transactions purchased for the cycle, and file it along with the final statement of account report and other documentation in a central location on site in the department, and made available for review upon request. The cardholder/approver should immediately notify the Purchasing Agent of any discrepancies. Monthly purchasing card documentation can be maintained electronically, as long as information can be easily located and reviewed. Departments must ensure all scanned files are readable. The City's Records Retention Policy must be followed.

The purchasing card is valuable property, which requires proper treatment by the cardholder to protect it from misuse by unauthorized parties.

Sign the purchasing card immediately upon receipt. When the expiration date has passed and/or after the cardholder has received a new card, the department supervisor/designee of the purchasing card program should cut the old purchasing card down the middle of the magnetic strip and return it to the Purchasing Agent in the Finance Department. The cardholder should make sure the purchasing card is returned by the supplier after each charge and verify that the returned card has the cardholder's name on it. Carbon sheets should be obtained and destroyed.

LOST OR STOLEN CARDS

If a purchasing card is lost or stolen, the cardholder must immediately notify the Purchasing Agent in the Finance Department, or the bank's customer service department, and the cardholder's supervisor. The Purchasing Agent in the Finance Department or the customer service representative of the bank will block use of the card. If charges were applied to the account, an affidavit will need to be completed by the cardholder, through the Purchasing Agent, and submitted to the bank. The Purchasing Agent in the Finance Department will send the form to the cardholder.

Elliot Reif

E-mail: ereif@tahlequah.gov

Finance Department, Purchasing Agent

111 S Cherokee Avenue

Tahlequah, Oklahoma 74464

Phone: (918) 525-4707

Cardholder Applicant (Print/Sign/Date)

Supervisor/Designee (Print/Sign/Date)

Purchasing Agent/Designee (Print/Sign/Date)

Department Head (Print/Sign/Date)

*Current Primary Transaction Approver

***The primary or designated approver applying the electronic signature approval is responsible for verifying appropriateness of transactions and verifying appropriate documentation is attached to monthly statement. Approver must be listed on the Authorized Signature List for purchasing card approvals, completed purchasing card approver training; and is subject to being audited.**

Retain a copy and forward original to the Purchasing Agent in the Finance Department.

PURCHASING CARD

MISSING RECEIPT FORM

Cardholder Name: _____

Cardholder Telephone: _____

Department/Division/Section: _____

Date of this Report: _____

Funding Information: _____

Merchant/Supplier Name: _____

Supplier Address: _____

Cost/Amount Paid: \$ _____ Date of Purchase: _____

Briefly describe circumstances of missing receipt:

I hereby certify that the goods and services, as described above, were purchased for City-related business and were received. Every attempt was made to locate the lost receipt; in addition, the merchant/supplier was either unable or unwilling to provide a duplicate copy as requested. Provide this report to Supervisor or transaction Approver as part of your monthly reconciliation paperwork.

CARDHOLDER: _____
(Print/Sign/Date)

SUPERVISOR OR DESIGNEE:

I have accepted the cardholder's explanation of the loss and inability to obtain a duplicate receipt; therefore, I am authorizing payment of the receipt or invoice due to the circumstances involved.

SUPERVISOR OR DESIGNEE: _____
(Print/Sign/Date)

Attachment D – Bi-Annual Statement Review Sample Memo

BI-ANNUAL STATEMENT REVIEW SAMPLE MEMO

TO: Purchasing Agent
Finance Department

FROM: Name, Department Head
Name of Department

DATE:

SUBJECT: Name of Dept. Purchasing Card
Statement Review for Six Months ending____(date)

I have reviewed or delegated to _____ the Purchasing Card Statements for the following Cardholders:

(List names of Department Cardholders here)

I have confirmed the statements have been reviewed for the appropriateness of purchases and compliance with grant requirements, if any.

I also confirm that appropriate documentation has been reviewed and is maintained in the Department.

Signature (Department Head) - *required*

Date

Bi-annual review delegated to the assigned:

I have reviewed the statements for the appropriateness of purchases and compliance with grant requirements, if any.

I also verify that appropriate documentation for these purchases is maintained in the Department.

Signature

Date

*Completed memo should be scanned and emailed to the Purchasing Agent in the Finance Department.



PURCHASING CARD POLICY

Adopted by City Council

March 2, 2020

Policy to be reviewed annually

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SECTION 1: PURPOSE

The following Purchasing Card Policies are to ensure that proper procedures are followed by the City of Tahlequah employees while using purchasing cards for goods and services for official City business. The P-Card may be used for approved internet purchases, certain emergency purchases, lodging while traveling for official business and authorized expenses consistent with department needs from vendors that do not accept Purchase Orders in lieu of payment. Keep in mind that it is the responsibility of the cardholder to ensure that all prices are fair and reasonable. **The P-Card is not to be used as a means to avoid or bypass the appropriate purchasing procedures set forth in the City of Tahlequah's Purchasing Manual.**

SECTION 2: AUTHORIZED USERS

Employees authorized to purchase goods and services on the behalf of the City of Tahlequah may be issued a city P-Card. Before an authorized user can utilize the P-Card, a signed User Agreement for City Issued Purchasing Card must be on file in the office of the Purchasing Agent.



A. Cardholder Expectations:

1. Cardholder will use the P-Card only for payment of authorized expenses consistent with their responsibilities and department needs.
2. Cardholder will be held responsible for the security of the P-Card and all purchases made with it.
3. Cardholder must ensure that approval is given prior to any transaction.
4. The City is exempt from Oklahoma sales tax, therefore the cardholder must ensure that they are not being charged nor paying such tax.
5. Cardholder will be responsible for submitting all supporting documentation for a transaction in a timely manner.
6. Cardholder will be responsible for ensuring that funds are available.
7. Cardholder will immediately report any stolen or lost card to the Finance Office and to Arvest Bank.
 - a. Phone number to report a lost or stolen card is 1-800-356-8085. Please identify card as a Visa.

SECTION 3: INTERNAL CONTROLS

All P-Cards will have a limit of \$1,000.00 per month, if funds are available, unless otherwise authorized by Purchasing Agent. In the event that funds needed for the month will exceed \$1,000.00, the cardholder must request a temporary increase in P-Card limit with the

Purchasing Agent. The Purchasing Agent may raise the limit only after determining that funds are available and is given authorization from City Administrator or Mayor.

SECTION 4: STEP-BY-STEP PROCEDURE

1. Employee identifies goods or services needed, determines that cost will not exceed P-Card limit.
2. Employee fills out Purchase Order Form. (See page 6)
 - a. Date
 - b. GL Account Number
 - c. Department
 - d. Description of purchase requested
 - e. Quantity
 - f. Unit Price & Total
 - g. Sign
3. Submit Purchase Order to Purchasing Agent.
4. Purchasing Agent audits the requisition for accuracy, appropriate budget, dollar amount, and verifies that there is sufficient funds in GL Account. Once approved, Purchasing Agent will sign and date Purchase Order and notify employee.
5. After approval, employee may make necessary purchases authorized.
6. Employee will submit a **detail level receipt** with date, vendor name, description, quantity, and price. Also ensure that all receipts submitted have the appropriate Department Name and "P-Card" written on it. All receipts must be turned in to the Encumbering Clerk for reconciliation **within 5 days of purchase**.
7. If an item is returned, employee will be required to submit a credit receipt or credit memo.

P-Card purchases not supported by a qualified, detailed receipt are the personal responsibility of the P-Card holder. The P-Card holder may, at the discretion of the City Administrator, be required to reimburse the City.

SECTION 5: PROHIBITED PURCHASES

The following is a list of all prohibited purchases. Cardholder will be liable for any prohibited purchases charged to the P-Card and will face disciplinary action up to and including termination.

1. Personal Use or for any other non-city purposes
2. Alcoholic beverages, prescription drugs or controlled substances
3. Tips
4. Donations
5. Gifts
6. Entertainment

7. Cash, cash advances, ATM transactions
8. Weapons or ammunition
9. Motor fuel for personal vehicles or City owned equipment and vehicles
 - a. Fuel cards are to be used for City owned equipment and vehicles
10. Diem food and beverages as authorized by the City of Tahlequah Travel Policy
 - a. Refer to City of Tahlequah Travel Policy for food and beverages during travel. Per diem food and beverage expenses charged to the P-Card will be required to be reimbursed to the City.
11. Any transaction or series of transactions that exceed the P-Card limit.

SECTION 6: POLICY VIOLATIONS

All Purchasing Cards are the property of the City of Tahlequah, thus the City shall have unlimited authority to revoke use of and cancel any card issued. Misuse of the card could result in disciplinary action up to and including termination. Any charges against the P-Card that are not properly identified or not allowed by the City shall be paid by the cardholder by check, United States currency or salary deduction.

SECTION 7: RECONCILIATION

All supporting documentation for P-Card transactions must be turned into the Encumbering Clerk within 5 days in order for proper reconciliation. The end of the P-Card cycle is the last business day of the month. The following steps outline the proper reconciliation process in order to establish proper internal control.

1. Encumbering Clerk
 - a. Receives all supporting documentation and ensures all charges coincide with Purchase Order.
 - b. Reconciles all Purchases with P-Card Statement.
 - c. Make a running tape (calculator) for all Purchase Order totals; initial and date.
 - d. Make a running tape (calculator) for all charges on the P-Card Statement; initial and date.
 - e. Compare the two totals (c & d) and ensure they balance.
 - f. Submit P-Card Statement, Purchase Orders and all supporting documentation to Finance Support.
2. Finance Support
 - a. Receives reconciled Purchase Orders & receipts and P-Card Statement.
 - b. Reviews for accuracy.
 - c. Creates journal entries for each P-Card transaction. (Caselle)
 - d. Returns all paperwork to the Encumbering Clerk to be filed.
3. All P-Card records will be retained for five (5) fiscal years.
4. All P-Card records are subject to examination by internal and external auditors.

PURCHASE ORDER

[illegible]

USER AGREEMENT FOR CITY ISSUED CREDIT CARD

The following user agreement must be signed by all authorized employees of City of Tahlequah with access to a credit card.

I understand that City of Tahlequah has authorized my use of a City credit card for authorized business expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

- I will use the card issued to me only for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy by building/department needs.
- I understand the purchases are limited to \$1000.00 unless otherwise authorized by Purchasing Agent.
- This card is not to be used to obtain cash advances.
- This card is not to be used for personal use or for any other non-city purposes.
- I understand the card shall be used for only the types of merchants approved by the City.
- I understand that all purchases shall be made in accordance with applicable purchasing and credit card procedures adopted by the City Council.
- I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my card.
- I understand that I am responsible to provide appropriate documentation for credit card transactions charged to be card.
- I will surrender the card to the administrator in the event of my transfer within or separation from the City.
- I understand that any charges against the credit card that are not properly identified or not allowed by the city shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the administrator/business department or designee.
- I will immediately report any stolen or lost card to the Finance office at (918)456-0651.
- I will immediately report a stolen or lost card to the Bank (Arvest) at the following number.

1-800-356-8085

Please identify card as a Visa

I understand that any variance and/or violation of the above conditions will result in cancellation of my credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges.

All city credit cards are subject to examination by external auditors.

The city shall have unlimited authority to revoke use of any credit card issued and upon such revocation shall not be liable for any cost subsequently charged to the credit card.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name _____

Building/Department _____

Credit Card # _____

Signature _____

Date _____

PURCHASING CARD PROGRAM

SECTION 1: INTRODUCTION TO THE PURCHASING CARD PROGRAM

The City of Tahlequah's Purchasing Card Program is a program that is part of an ongoing effort to continuously improve City or Trust processes, reduce cycle times and empower employees. The City or Trust implemented this program for primarily small dollar/high volume purchases because research reveals purchasing cards can assist employees to more quickly and easily obtain the goods and services needed to get the job done. This way of conducting business reduces paperwork associated with the City's or Trust's current purchasing process, resulting in cost savings for the City or Trust and saving time for departments.

The policies contained in this document must be followed by cardholders as guidelines for conducting City or Trust business. Policy violations will result in revocation of cardholder privileges and possible disciplinary action.

SECTION 2: DEPARTMENT HEAD RESPONSIBILITIES

- Assuming the overall responsibility for any employee's use of the purchasing card.
- Providing written authorization to the Purchasing Agent in the Finance Department for any person designated to act on their behalf, where permitted in the policy. Each department will have one department supervisor/designee of the purchasing card program appointed by the department head, and ensure the employee is fully knowledgeable of the policies and procedures required of this program. In addition, a department head may also designate additional transaction approvers. Designated approvers must be listed on the City's Authorized Signature List and must complete any required training before security is granted to access the purchasing card system.
- Requiring cardholders, department supervisors/designees and designated transaction approvers, if different from supervisor/designee, to attend training sessions. Purchasing card training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Administering disciplinary action to a cardholder and/or department supervisor/designee or designated transaction approver found to have intentionally misused their purchasing card and reporting the misuse to the Purchasing Agent in the Finance Department.
- Ensuring that all card holding employees are personally informed of all the terms and conditions imposed with the privilege of using the purchasing card, including the dollar limitations, restrictions placed on their card and has signed the Cardholder Agreement and Receipts and Limits Forms.
- Authorizing the credit limit and any merchant restrictions imposed on any card authorized for issuance to an employee. Increases to monthly credit limits and single transaction limits will automatically return to the original amount at the end of the month unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Assigned monthly credit limits over \$10,000, permanent or temporary, must be approved by the Finance Director. If the Finance Director is not available, the City Administrator's authorization must be obtained.
- Ensuring that all charges made during the fiscal year are paid from the same year's funds.
- Informing departmental cardholders of what constitutes as an authorized department purchase.
- Approving transactions each month in the financial system for the overall validity of transactions, and the compliance of those transactions with applicable purchasing policies and procedures. The

approval process includes reviewing documentation, including, but not limited to, charge tickets, credit slips, invoices, delivery tickets, packing slips (if provided by the supplier), required price quotes, sole source letters and sales tax refunds. The monthly transaction approval responsibility may be assigned to the department supervisor/designee or another transaction approver.

- Bi-annually, department heads are responsible to provide a statement that they have reviewed all departmental purchasing card statements for compliance with purchasing policies and procedures and the appropriateness of purchases, if the department head did not electronically approve all transactions in the financial system. If a department head chooses to delegate review of the statements, this must be indicated on the approval memo (Attachment D). The department head is still required to sign the memo. The staff member must be in a job classification directly below the department head and have completed purchasing card training within the past three (3) years. The template included in this policy (Attachment D) should be used to document this review. The designated staff member cannot review their own purchasing card statements or any transactions they approved during the monthly cycles. These statements are due on March 15th for July 1 through December 31 and September 15th for January 1 through June 30 each year. When necessary, department heads or designee, should request copies of receipts and documentation to verify the validity of purchases prior to review completion. During this bi-annual review, the department head, or delegated staff member, will also be responsible for confirming current department supervisor designees and transaction approvers to ensure the Purchasing Agent has up-to-date information.
- Reviewing the annual summary of cardholder security limits provided by the Purchasing Agent in the Finance Department. The Finance Director will notify the Purchasing Agent in the Finance Department of any revisions.
- Surrendering any card promptly as requested or ordered by the Purchasing Agent in the Finance Department.
- Requiring cardholders and department designees to adhere to all program policies and procedures and revisions thereto.
- Ensuring that charges to grant funds have been authorized by the Finance Director (program manager) and a statement is provided with the receipt that the purchase complies with the specific grant requirements. The Finance Director is certifying the following "As Program Manager for the grant, I do hereby certify that the costs for this purchase represent an allowable, reasonable, an allocable cost benefit to the objectives of the grant and that the vendor is not currently on [The Office of Foreign Assets Control \(OFAC\)](#) suspended and debarred list."
- Requiring cardholders and department designees to attach scanned receipts and documentation to electronic purchasing card transactions in the financial system as required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions.

SECTION 3: DEPARTMENT SUPERVISOR/DESIGNEE AND TRANSACTION APPROVER RESPONSIBILITIES

- Approving transactions in the financial system, if authorized by the department head, for the overall validity of transactions, and the compliance of those transactions with applicable purchasing policies and procedures. The approval process includes reviewing documentation, including, but not limited to, charge tickets, credit slips, invoices, delivery tickets, packing slips (if provided by the supplier), required price quotes, sole source letters and sales tax refunds.
- Monitoring the use of any cards issued to employees in their respective department. Making sure cardholders provide all required documentation, including, but not limited to, charge tickets, credit slips, invoice, delivery tickets, packing slips (if provided by the supplier), required price

quotes, sole source letters and sales tax credit memos for review by the designated transaction approver to support each transaction made by cardholder.

- Monitoring to ensure a packing slip (if provided by the supplier) or receipt is signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.
- Reviewing the required documentation timely for transactions to be processed for payment.
- Checking for double billing.
- Ensuring the proper accounting distribution is used for all transactions.
- Maintaining records, such as names, addresses, authorized limits and restrictions of each cardholder. Security can be granted to run reports in the bank's credit card system containing cardholder information, including the last four digits of account numbers. P-card account information must be kept in a secure location where information cannot be compromised.
- Authorize temporary limit increases to a cardholder's single transaction limit up to \$2,000 and to a cardholder's monthly limit up to \$10,000. Temporary increases to a cardholder's limit must be authorized by the Finance Director. Increases to monthly credit limits and single transaction limits will automatically return to the original amount at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Finance Director approval will be requested if temporary changes occur frequently.
- Authorize temporary changes to merchant category code security for cardholders. Security will return to the original security at the end of the month, unless a written authorization for a permanent change is received from the department head. Department head approval will be requested if temporary changes occur frequently.
- Ensuring that charges to grant funds have been authorized by the Finance Director (program manager) and a statement is provided with the receipt that the purchase complies with the specific grant requirements. The Finance Director is certifying the following "As Program Manager for the grant, I do hereby certify that the costs for this purchase represent an allowable, reasonable, an allocable cost benefit to the objectives of the grant and that the vendor is not currently on [The Office of Foreign Assets Control \(OFAC\)](#) suspended and debarred list."
- Requiring cardholders and department designees to attach scanned receipts and documentation to electronic purchasing card transactions in the financial system when required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions. It is mandatory for departments to request Buyers attach open market suppliers to the correct open market resolution if a resolution is available. This resolution (contract number) should be selected when updating transactions for approval in the financial system.
- Review of electronic transactions and supporting documentation for overall validity of listed transactions and compliance with the City's Purchasing Policies and Procedures and documenting with an electronic approval and having cardholder explain any unusual transaction(s). If the explanation is vague or seems suspect, promptly refer the matter to the respective department head's attention.
- Monitoring signed documentation to see if anyone else other than the designated cardholder has used the purchasing card. No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up materials or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of items, if provided by the supplier, and return to the

cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.

- Monitoring departmental accounts to ensure that funds are not overspent.
- Promptly resolving any budget errors during the voucher process to ensure timely payment to the bank.
- Notifying cardholders of the fiscal year cut-off dates and other year-end procedures.
- Responsible for picking up new purchasing cards from the Purchasing Agent in the Finance Department and distributing new cards to cardholders. Expired cards are to be collected and returned to the Purchasing Agent in the Finance Department, along with the cardholder signature sheet confirming receipt of new card(s).
- Retrieving and returning the card to the Purchasing Agent in the Finance Department whenever a cardholder retires, transfers, terminates or becomes deceased.
- Assuring compliance with cardholder responsibilities.
- Attending any required training for the purchasing card role. Training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Participates in random audits for the Purchasing Card Program conducted by the Purchasing Agent and the Finance Director.

SECTION 4: CARDHOLDER RESPONSIBILITIES

- Ensuring that the cardholder is the sole user of the purchasing card. No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up materials or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of items, if provided by the supplier, and return to the cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts. An e-mail confirming receipt from the person who received the material items or goods could also be attached for documentation purposes.
- Using the purchasing card strictly according to the City's Purchasing Policies and Procedures, including, but not limited to, obtaining three quotes and sole source documentation and utilizing contracted suppliers. Additionally, the purchasing card is not to be used for paying prior fiscal year purchases.
- Safeguarding the purchasing card at all times while in the cardholder's possession.
- If the card is lost or stolen, notify the Purchasing Agent in the Finance Department, or the bank, and/or the department supervisor/designee, if the Purchasing Agent is not available.
- Restricting purchases to only those authorized for City or Trust related purposes.
- Surrendering the purchasing card upon the request or order of the respective department head, department supervisor/designee or Purchasing Agent in the Finance Department.
- Obtaining a vendor registration form or IRS W-9 from hotel/motel vendors not shown in the master vendor file prior to the monthly approval deadline, and preferably before completing the order with the supplier. This documentation is necessary for City purchasing requirements.
- Keeping all transaction documents, including, but not limited to, charge tickets, credit slips, invoices, packing slips (if provided by the supplier) and delivery tickets and submitting and reconciling them

as required to the department head, department supervisor/designee or designated transaction approver. The Records Retention Policy requires documentation for all purchasing card purchases must be maintained

on-site at the cardholder's department for five years, unless grant or bond requirements dictate a longer retention period.

- Keeping packing slips (if provided by the supplier) with the receipt and other documentation when provided by the supplier. The packing slip or receipt should be signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the items could also be attached for documentation purposes.
- Notifying the Purchasing Agent in the Finance Department and respective department designee of any problems (i.e., card denial, sales tax exemption, etc.) experienced when using the purchasing card.
- Electronically review and update transactions in the financial system and submit receipts and other required documentation to the designated transaction approver for review and approval at least once a week.
- Obtaining credit for sales tax inappropriately charged and tracking the receipt of credit.
- Ensuring that the supplier provides a transaction document whenever a transaction is made by phone, mail or fax.
- Notifying the Purchasing Agent in the Finance Department and department/supervisor designee immediately of any purchasing mistake(s) made contrary to any policies and procedures.
- Updating and reviewing transactions electronically in the financial system and giving all transaction documentation, including any credit slips, to department supervisor/designee or designated transaction approver prior to going on leave. The electronic review of transactions by the cardholder cannot be completed by someone else, except when the cardholder is out on extended leave. When this occurs, the cardholder will have to follow up with an e-mail to the Purchasing Agent in the Finance Department that they have reviewed all transactions. This e-mail will be kept on file to document the cardholder's review. Cardholders are encouraged to update transactions on a weekly basis.
- Attach scanned receipts and documentation to electronic purchasing card transactions in the financial system as required by policy. It is mandatory for receipts, including other related documentation, to be scanned and attached in the financial system for all purchasing card transactions. It is also mandatory for departments to request Buyers attach open market suppliers to the correct open market resolution if a resolution is available. This resolution (contract number) should be selected when updating transactions for approval in the financial system.
- Accepting only a credit slip whenever an item must be returned to a supplier. If the supplier cannot issue a credit slip, then notify the Purchasing Agent in the Finance Department before going any further with the supplier.
- Assuming financial responsibility for transactions not supported by the proper documentation or that are not made according to the City's Purchasing Policies and Procedures.
- Attending any required training for the purchasing card role. Training is required every three years for cardholders and other staff members who review and/or approve purchasing card transactions. The Purchasing Agent will provide an adequate number of training sessions to ensure training requirements are met. Currently scheduled classes can be found on-line at the BancFirst website.
- Participates in random audits for the Purchasing Card Program conducted by the Purchasing Agent and the Finance Director.

SECTION 5: REQUIREMENTS

Purchasing cards are issued at the discretion of the Finance Department of the City of Tahlequah to qualified and approved full-time employees.

These cards remain the property of the bank and the City of Tahlequah. *Purchasing cards are non-transferable and are not to be used by anyone other than the designated cardholder.* The bank or the City may suspend or cancel cardholder privileges at any time for any reason. The cardholder will surrender the purchasing card upon request to the Purchasing Agent in the Finance Department or any authorized agent of the bank or the City. Use of the purchasing card after notice of its cancellation may be fraudulent and may cause the City or Trust to take legal action.

Spending Limits: Each card has a pre-set spending limit, which may not be exceeded under any circumstance. Increases to monthly credit limits, single transaction limits and changes to merchant category code security will automatically return to the original amount or code at the end of the month, unless a written authorization for a permanent change is received from the department head.

NO PERSONAL EXPENSES ARE TO BE CHARGED TO THE PURCHASING CARD

Purchasing Card Abuse: Abuse of the purchasing card will result in revocation of the card and appropriate disciplinary action, which may include termination. Policy violations include, but are not limited to:

- Purchasing items for personal use.
- Exceeding bank credit line limit.
- Failure to return the purchasing card when reassigned, terminated or upon request.
- Failure to review transactions and provide proper receipts and documentation to department head, department supervisor/designee or transaction approver to meet monthly deadlines.
- Failure to provide proper and timely documentation to Accounts Payable or the Purchasing Agent in the Finance Department.

MANDATORY PURCHASING CARD USAGE

Purchases less than \$2,000 should be paid with the purchasing card whenever possible, unless the purchasing card policy prohibits the purchase of the good or service. Cardholders should contact the Finance Director for exceptions to this requirement. If the supplier does not accept purchasing cards, the cardholder may contact the Purchasing Agent in the Finance Department, who may request the bank establish purchasing card acceptance with the supplier.

RECEIPTS

It is the cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the purchasing card is used. These receipts should reflect that **NO SALES TAX** is charged. If the receipt is lost and the supplier was either unable or unwilling to provide a duplicate copy as requested, a Missing Receipt Form (Attachment C) is to be completed and signed by the cardholder and department supervisor/designee. This form will become part of the monthly reconciliation paperwork.

REPORTS

Purchasing Agent recommends a transaction log be utilized for recordkeeping purposes to ensure all transactions are accounted for during reconciliation. All transaction documentation should be submitted to the cardholder's department designee/supervisor or transaction approver of the purchasing card program so that the documentation can be reviewed, and transactions approved electronically in the financial system.

Following approval, documentation is returned to the cardholder. Each month, the cardholder will also receive a bank statement in the mail from the bank. The bank statement will arrive five to seven business days after the cycle period closes. The cardholder and approver will confirm the bank statement matches the transactions purchased for the cycle, and file it along with the final statement of account report and other documentation in a central location on site in the department and made available for review upon request. The cardholder/approver should immediately notify the Purchasing Agent of any discrepancies. Monthly purchasing card documentation can be maintained electronically, as long as information can be easily located and reviewed. Departments must ensure all scanned files are readable. The City's Records Retention Policy must be followed.

PROTECTING THE PURCHASING CARD

The purchasing card is valuable property, which requires proper treatment by the cardholder to protect it from misuse by unauthorized parties.

Sign the purchasing card immediately upon receipt. When the expiration date has passed and/or after the cardholder has received a new card, the department supervisor/designee of the purchasing card program should cut the old purchasing card down the middle of the magnetic strip and return it to the Purchasing Agent in the Finance Department. The cardholder should make sure the purchasing card is returned by the supplier after each charge and verify that the returned card has the cardholder's name on it. Carbon sheets should be obtained and destroyed.

SECTION 6: LOST OR STOLEN CARDS

If a purchasing card is lost or stolen, the cardholder must immediately notify the Purchasing Agent in the Finance Department, or the bank's customer service department, and the cardholder's supervisor. The Purchasing Agent in the Finance Department or the customer service representative of the bank will block use of the card. If charges were applied to the account, an affidavit will need to be completed by the cardholder, through the Purchasing Agent, and submitted to the bank. The Purchasing Agent in the Finance Department will send the form to the cardholder.

SECTION 7: ISSUING THE PURCHASING CARD

An application will be made available through the City's internal website or contact the Purchasing Agent in the Finance Department.

A department head must request that a City employee be issued a purchasing card.

- Any City employee authorized and approved to use a purchasing card shall be required to sign and date the Cardholder Agreement Form and the Receipts and Limits Form. These forms acknowledge understanding by the employee of the responsibilities associated with the card.
- The Purchasing Agent in the Finance Department will submit a request in the purchasing card system or forward necessary paperwork to the bank to order the card.
- When the card is received from the bank, the Purchasing Agent in the Finance Department will notify the cardholder.
- Prior to releasing the card, the Purchasing Agent in the Finance Department will be responsible for training the cardholder with regard to appropriate use and administration of the card. No cards will be released until appropriate training is received.

SECTION 8: USING THE PURCHASING CARD

The purchasing card is for business-related purposes only. It may not be used for personal purchases.

Although the card is issued in an employee's name, it is still the property of The City of Tahlequah and must be used only for qualified City or Trust purchases.

The following qualified and unqualified purchases are for example purposes only. If questions arise about a specific purchase, ask the Purchasing Agent in the Finance Department whether or not the purchase qualifies for the purchasing card program. Remember this list of purchases **only serves as a general guideline** and is not intended to cover every conceivable purchase possible.

QUALIFIED AND UNQUALIFIED PURCHASE EXAMPLES

QUALIFIED	UNQUALIFIED
Camera film or supplies	Personal purchases
Lawn equipment/parts/supplies	Car rental (prior approval required)
Office supplies	Entertainment of any kind
Janitorial supplies	Liquor/beer/wine
Horticulture supplies	Cigarettes
Memberships	Cash advances
Subscriptions	Gasoline/diesel fuels
Automotive parts	(exception: Bulk Fuel)
Office equipment	Holiday decorations for offices
Office furniture (non-capital)	Doctor/Lawyer services
Animal feed/medicines/supplies	(prior approval required)
Hand-tools/accessories	Specified computer-related purchases
Paint/lumber/hardware	Food when traveling
Building/maintenance/repair supplies	Purchases in conflict with the City's Purchasing Policies and Procedures

USING THE PURCHASING CARD FOR TRAVEL

Please refer to the City of Tahlequah Comprehensive Purchasing Manual's Travel and Training Policy for information about how to use the purchasing card for expenses incurred during travel.

USING THE PURCHASING CARD FOR COMPUTER RELATED PURCHASES

All computers, laptops, handhelds, printers, monitors, memory upgrades, or any related equipment and Microsoft licensing cannot be purchased using the purchasing card and must be purchased through the City's requisitioning system.

SECTION 9: PURCHASING CARD CONTROL AND LIMITS

Each card issued will have specific card controls and limits based on the functional area of responsibility and the needs of the individual cardholder. Specific limits will be assigned when the application is complete. Once the purchasing card has been issued, the cardholder will be advised of established credit limit, periodic limits (transaction, monthly, etc.) and merchant category code exclusions.

Management, together with the card's inherent controls, will ensure that the card can be used only for specific purchases and within specific dollar limits. Cardholders will be familiar with the limits that are set for their individual card. Department heads are responsible for credit limits and any merchant category code

restrictions imposed on any card authorized for issuance to an employee. Increases to monthly credit limits, single transaction limits and merchant category code security changes will automatically return to the original status at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director. Assigned monthly credit limits over \$10,000, permanent or temporary, must be approved by the Finance Director. If the Finance Director is not available, the City Administrator's authorization must be obtained.

SECTION 10: TAXES

The purchasing card is embossed with the City's tax-exempt status. At the time of purchase, cardholders will advise the merchant that the purchase is for official City or Trust use and therefore is not subject to state or local tax. The City's tax-exempt certificate is available for departments on the City's internal website. Cardholders are responsible for requesting credits due from suppliers for sales tax inappropriately charged on purchases, as well as tracking subsequent receipts or related credits. Department head supervisors/designees and transaction approvers are responsible for ensuring cardholders follow through with obtaining these tax credits. The Purchasing Agent recommends a spreadsheet or some other tracking method, such as use of the transaction log for example; be maintained to ensure all credits are obtained.

SECTION 11: CONTRACT SUPPLIERS

The City or Trust has existing contracts and pricing agreements with designated suppliers for specific goods and services. The City or Trust has a contractual obligation to make all purchases from these suppliers whenever pricing agreements or contracts exist. A list of current contracts and pricing agreements by supplier and by commodity can be found on the City's internal website. Purchasing card users must order from contracted suppliers if a contract or pricing agreement is in place. Contract and pricing agreement exemptions must be approved in advance by the Purchasing Agent responsible for the contract or pricing agreement.

SECTION 12: NON-CONTRACT SUPPLIERS

The City's open market purchasing policies and procedures must be followed regarding three (3) quotes for non-contracted items purchased with a cost between \$5,000 and \$25,000. Sole Source documentation must also be requested when applicable. Cardholders will obtain a vendor registration form or IRS W-9 from hotel/motel vendors not shown in the master vendor file prior to the monthly approval deadline, and before placing the order with the supplier. This documentation is necessary for City purchasing requirements. Acceptance of a W-9 from any other merchant besides a hotel/motel will require approval from the Purchasing Agent.

Compliance with price quotation, sole source documentation and vendor registration requirements will be subject to an audit by the Purchasing Agent of the Finance Department. Failure to comply with these policies could result in revocation of cardholder privileges and possible disciplinary action.

SECTION 13: PLACING AN ORDER WITH A SUPPLIER

Identify a supplier that sells the required goods or services and accepts the purchasing card. The Purchasing Agent will maintain a list of contracted suppliers to be used when making purchases. Use the card just like other credit cards. For those suppliers who make deliveries or will mail items, contact the supplier by telephone, e-mail or Internet and have the supplier deliver the order to the correct City of Tahlequah address to your attention. Always ask the supplier to provide an itemized receipt mailed or e-mailed directly to the cardholder's address. If the supplier does not accept purchasing cards, the cardholder may contact the Purchasing Agent in the Finance Department who may request the bank establish purchasing card acceptance with the supplier.

SECTION 14: RECEIVING MATERIAL ITEMS OR GOODS

All material items or goods purchased with the purchasing card should be sent directly to the cardholder's business location or picked up by the cardholder or assigned staff member from the supplier's location. An itemized statement must accompany all orders. If the statement does not contain sufficient detail to clearly identify the item(s) purchased, supplemental documentation must be retained with the purchasing card receipts. Keep this documentation with the original transaction receipt. City or Trust purchases should never be sent to a home address. Packing slips should be kept with the receipt and other documentation when provided by suppliers. The packing slip or receipt should be signed and dated, indicating the material items or goods were received by the department. An e-mail confirming receipt from the person who received the items may also be attached for documentation purposes.

No one other than the cardholder is permitted to use the cardholder's assigned purchasing card. If the cardholder does not personally pick up material items or goods, the cardholder may process the purchase with the supplier by e-mail, phone or fax and an assigned staff member may pick up the items on their behalf. The assigned staff member must sign the invoice or packing slip as proof of receipt of material items or goods, if provided by the supplier, and return to the cardholder for record keeping. The assigned staff member should not sign a credit card receipt on behalf of the cardholder. The cardholder is still responsible for obtaining all receipts.

NOTE: A packing slip that does not include price(s) is not sufficient documentation to be considered a receipt. However, when packing slips are provided during the regular course of business with suppliers, it should be kept in addition to receipts and other purchasing card documentation.

SECTION 15: RECONCILING THE PURCHASING CARD STATEMENT

A purchasing card bank statement can be found online and/or will be mailed to cardholders after the billing cycle closes on the 25th day of each month (sometimes dates carry-over due to weekend and holidays, these dates will be provided by the Purchasing Agent in the Finance Department). The purchasing card bank statements will be similar in appearance to a typical consumer credit card statement.

The employee is not responsible for paying the purchasing card bank statement. The City will submit payment to the bank for monthly transactions. Purchasing Agent recommends cardholders use a transaction log for tracking purposes. Supervisors/Designees and transaction approvers should verify that purchases and returns are accurately listed on the purchasing card bank statement and in the financial system. After reconciling transactions with purchasing documentation and receipts, the cardholder should update and electronically review the transactions in the financial system, indicating that they did in fact make those purchases.

The transaction must also be approved by the department supervisor/designee or transaction approver in the financial system. Approvers must be on the Authorized Signature List for purchasing card approvals and have the appropriate roles assigned in the financial system.

The electronic approval in the financial system represents approval to pay the bank, and that proper documentation has been reviewed and serves as electronic receipt of goods or services. After review and verification of charges, the Purchasing Agent in the Finance Department will send a report to Accounts Payable containing the purchasing card transaction payment details. Accounts Payable staff will then balance transactions to vouchers and process for payment.

SECTION 16: RECORDS RETENTION

Departments will be responsible for retaining itemized receipts, invoices, quotes, purchasing card statements and any other transaction documentation. This documentation should be centrally located as it could be audited and upon request must be presented and made readily available. The Records Retention Policy requires documentation for all purchasing card purchases must be maintained on-site at the cardholder's department. Records must contain sufficient detail to clearly identify the item(s) or services purchased.

SECTION 17: RETURNS, CREDITS AND DISPUTED TRANSACTIONS

NOTE: *In most cases, disputes are misunderstandings that can be resolved directly between the cardholder and the supplier.*

If an item needs to be returned for any reason, employees can send the item back to the supplier in a manner agreed upon. The supplier should issue a credit on the cardholder's purchasing card account for the items that are returned. If it is too late in the month to appear on the current statement, a credit will appear on a subsequent monthly purchasing card statement. The department is required to pay for this transaction even though it is being returned. The money will be returned to the department's budget the following month by reallocating the credit transaction to the same account.

Documentation of the return (i.e., credit receipt) should be issued by the supplier. Keep on file and log all documentation pertaining to returns to ensure the return is reflected as a credit on the monthly purchasing card statement. If the cardholder and the supplier cannot resolve the issue, contact the Purchasing Agent in the Finance Department. Disputed items should be reported within sixty (60) days of the purchasing card transaction date. Under no circumstances are departments to file their own disputes with the bank. The Purchasing Agent is responsible for filing disputes.

The issuing bank will investigate the dispute on the City's behalf and assist in resolution. The Purchasing Agent in the Finance Department will complete a Transaction Dispute Form and mail or fax to the bank for complete processing or may handle through documented telephone communication.

SECTION 18: METHOD OF PAYMENT

All cardholder transactions are consolidated and billed on a monthly cycle. Because the supplier will be paid through a purchasing card, the supplier should **NOT** submit an invoice to Accounts Payable. If the supplier happens to submit an invoice, the documentation will be promptly returned by the Purchasing Agent in the Finance Department or Accounts Payable Section with an explanation that the transaction was made with a City or Trust purchasing card.

SECTION 19: DOUBLE BILLING CAUTION

To safeguard against the possibility of double billing, ask suppliers **NOT** to send a bill. Review purchasing card statements for duplicate billing and notify the Purchasing Agent in the Finance Department if charges appear more than once for a single purchase. The cardholder should also immediately request a credit from the supplier.

SECTION 20: CARDHOLDER AUDITS

On a monthly basis, the Purchasing Agent in the Finance Department can retrieve various reports directly from the issuing bank listing all transactions posted on a card. The Purchasing Agent in the Finance Department will periodically request the cardholder to produce receipts and other supporting documentation for review. These records should be centrally located in order to make them readily available.

The Purchasing Agent will conduct random on-site audits of purchasing card purchases. The objective of

these audits is to determine compliance with purchasing card policies and procedures and other City purchasing policies and procedures. The department will be responsible for validating transactions and retention of purchasing card records in the department, as well as verifying the appropriateness of purchases and compliance with any grant requirements.

SECTION 21: MANAGEMENT INFORMATION REPORTS

The issuing bank will provide detailed management reports for the purpose of monitoring cardholder usage, policy compliance and frequency of supplier usage. The Purchasing Agent will be responsible for reviewing City-wide transactions on a monthly basis. Department supervisors, managers and approvers also have the ability to retrieve reports to monitor activity.

SECTION 22: PURCHASING CARD SECURITY

Use of the purchasing card is limited to the employee in whose name the card is issued. The cardholder will assure that the card is kept in an accessible, but secure location, and that the account number on the card is not posted or left in a conspicuous place. Allowing other employees, including supervisors, to utilize a card not belonging to them is considered misuse of the card.

SECTION 23: CARD MISUSE

Cardholders are expected to utilize the purchasing card for business purposes only. All purchasing card purchases should be made with good judgment and within the functional responsibilities of the cardholder. Improper use of the purchasing card may result in disciplinary action, up to and including termination, as referenced in Tahlequah's Personnel Policy, Section 606-3, C.

ATTACHMENTS

- Attachment A – Receipts and Limits Form
- Attachment B – Cardholder Agreement Form
- Attachment C – Missing Receipt Form
- Attachment D – Bi-Annual Statement Review Sample Memo

Attachment A – Receipts and Limits Form

PURCHASING CARD PROGRAM – ATTACHMENT A
PURCHASING CARD RECEIPT AND LIMITS

Name of Cardholder: _____ Signature: _____
(Last, First, Middle Initial-Printed/Typed)

Home Address: _____
(Street Address, City, State, Zip Code)

SSN: (last 4 digits only) _____ Date: _____

Department: _____ Division/Section: _____

Work Location: _____ Work Phone: _____
(Street Address, where bank statement will be mailed, and Zip Code)

Immediate Supervisor: _____ Department Head: _____

I, as an authorized and approved department head, supervisor, transaction approver and cardholder fully understand and agree to the following terms and conditions regarding the use and safekeeping of the purchasing card(s) entrusted to me:

1. I accept full personal responsibility for the use and safekeeping of all purchasing card(s) assigned to me;
2. I understand that I will be making financial commitments on behalf of The City of Tahlequah or Trust and will strive to obtain fair and reasonable prices;
3. I have received training and agree to follow all policies and procedures established for the use of the purchasing card;
4. I will **NOT** use the purchasing card for any non-City-related business or non-authorized purchases, nor personal purchases or cash advances;
5. I will **immediately** report the theft or loss of the purchasing card to the Purchasing Agent in the Finance Department, my supervisor or the bank;
6. I understand that all laws, rules and procedures relating to competitive bidding are still in effect and that the use of the purchasing card does not exempt me from requirements to obtain certain supplies from required sources as set forth in the City's Purchasing Policies and Procedures;
7. I will surrender the Purchasing Card upon (a) my transfer to another department/division of the City of Tahlequah, (b) termination of employment with the City, or (c) request of my department head, supervisor, Purchasing Agent, or Finance Director; further, I understand that my last paycheck can be withheld until the purchasing card is surrendered as required;

8. I understand that any purchases made by me will be recorded and reviewed in management reports, for payments to suppliers, and possible discrepancies and appropriateness of purchase; further, I acknowledge that I will have personal liability for any inappropriate or undocumented purchases made by me;
9. I agree to reimburse the City of Tahlequah **immediately** for any purchases made by me which are deemed inappropriate or which are undocumented;
10. I understand that I **cannot** use the purchasing card as a financial reference to obtain other personal credit cards or loans;
11. I understand that I am personally responsible for obtaining and keeping all purchase and credit documents; and, submitting them in accordance with City's Purchasing Policies and Procedures; further, I understand that I am responsible for obtaining documentation when purchases are picked up by or delivered to a non-cardholder to confirm the order was fully received at a City facility;
12. I will use the purchasing card only within the limits and restrictions placed upon it unless the department head or supervisor has requested the Purchasing Agent in the Finance Department to temporarily change these limits or restrictions due to an emergency situation or other unique circumstances;
13. I understand that absolutely no one, other than myself, is permitted to use the purchasing card assigned to me;
14. I understand that if I have the authority to request limit changes to accounts, that I cannot make such requests directly to the Purchasing Agent in the Finance Department for my own account;
15. I understand all purchases made under the purchasing card program are subject to being audited; and
16. *I understand that failure to follow any of the above listed terms and conditions or if found to have misused the purchasing card in any manner may result in (a) revocation of the privilege to use the card, (b) disciplinary action, (c) termination of employment, and/or (d) criminal charges filed with the local District Attorney's Office. I hereby accept the above terms and conditions and acknowledge receipt of the purchasing card identified below.*

Employee's Signature

Date Signed

Dollar and transaction limitations for this cardholder:

Dollars per transaction

Dollars per cycle: (month)

Transactions per cycle

Transactions per day

Merchant Category Code Group (see list below)

MCC	DESCRIPTION
COC	Basic Office
OC2	Basic Office, Travel/Food
OC3	Automotive
OC4	Basic Office and Automotive (No Travel/Food)
OC5	High Level Buyer (No Travel/Food)
OC6	High Level Buyer, Plus Travel/Food
OCFUEL	CNG Fuel only

DEFAULT FUNDING:

GL Business Unit	Dept ID	Fund	Operating Unit	Account
Program	Grant Business Unit	Grant Project	Grant Activity	

I have reviewed and understand the dollar limitations on my purchasing card and I acknowledge receipt of the purchasing card.

Employee Signature/Date

Date Purchasing Card Received

Supervisor Signature/Date

Department Purchasing Card
Designee/Date

*Current Primary Transaction Approver/Date

***This person or other designated approver is also responsible for verifying the validity of all transactions and appropriateness of documentation.**

As Department Head of the above named person, I authorize and approve the issuance of said purchasing card to this employee and I accept overall responsibility for the use of the purchasing card. The dollar limitations and restrictions are designated above. I agree to adhere to all the guidelines established for the Purchasing Card Program.

Signature of Department Head

Date Signed

APPROVED BY: _____
Signature of Purchasing Agent in the Finance Department/Date signed

Card Account Number: _____ Exp. Date: _____

Attachment B – Cardholder Agreement Form

PURCHASING CARD CARDHOLDER AGREEMENT

INTRODUCTION

The City of Tahlequah has an agreement with a bank that provides qualified full-time employees with a purchasing card to purchase selected materials and services. Using the bank's purchasing card benefits the City or Trust and cardholder through:

Promptly paying our suppliers
Reducing overall processing costs
Decentralizing purchasing responsibility

The policies contained in this document must be followed by cardholders as guidelines for conducting City or Trust business. Policy violations will result in revocation of cardholder privileges and possible disciplinary action.

REQUIREMENTS

Purchasing cards are issued at the discretion of the Finance Department of the City of Tahlequah to qualified and approved full-time employees.

These cards remain the property of the bank and the City of Tahlequah. *Purchasing cards are non-transferable and are not to be used by anyone other than the designated cardholder.* The bank or the City may suspend or cancel cardholder privileges at any time for any reason. The cardholder will surrender the purchasing card upon request to the Purchasing Agent in the Finance Department or any authorized agent of the bank or the City. Use of the purchasing card after notice of its cancellation may be fraudulent and may cause the City or Trust to take legal action.

Spending Limits: Each card has a pre-set spending limit, which may not be exceeded under any circumstance. Increases to monthly credit limits, single transaction limits and changes to merchant category code security will automatically return to the original amount or code at the end of the month, unless a written authorization for a permanent change is received from the department head and approved by the Finance Director.

NO PERSONAL EXPENSES ARE TO BE CHARGED TO THE PURCHASING CARD

Purchasing Card Abuse: Abuse of the purchasing card will result in revocation of the card and appropriate disciplinary action, which may include termination. Policy violations include, but are not limited to:

Purchasing items for personal use.
Exceeding bank credit line limit.
Failure to return the purchasing card when reassigned, terminated or upon request.

Failure to review transactions and provide proper receipts and documentation to department head, department supervisor/designee or transaction approver to meet monthly deadlines.

Failure to provide proper and timely documentation to Accounts Payable or the Purchasing Agent in the Finance Department.

USAGE

The Purchasing Card is for business-related purposes only. It may not be used for personal purchases. Although the card is issued in an employee's name, it is still the property of The City of Tahlequah and must be used only for qualified City or Trust purchases.

SALES TAX

It is the cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the purchasing card is used. These receipts should reflect that **NO SALES TAX** is charged. If the receipt is lost and the supplier was either unable or unwilling to provide a duplicate copy as requested, a Missing Receipt Form (Attachment C) is to be completed and signed by the cardholder and department supervisor/designee. This form will become part of the monthly reconciliation paperwork.

REPORTS

The Purchasing Agent recommends a transaction log be utilized for record keeping purposes to ensure all transactions are accounted for during reconciliation. All transaction documentation should be submitted to the cardholder's department designee/supervisor or transaction approver of the purchasing card program so that the documentation can be reviewed and transactions approved electronically in the financial system. Following approval, documentation is returned to the cardholder. Each month, the cardholder will also receive a bank statement in the mail from the bank. The bank statement will arrive five to seven business days after the cycle period closes. The cardholder and approver will confirm the bank statement matches the transactions purchased for the cycle, and file it along with the final statement of account report and other documentation in a central location on site in the department, and made available for review upon request. The cardholder/approver should immediately notify the Purchasing Agent of any discrepancies. Monthly purchasing card documentation can be maintained electronically, as long as information can be easily located and reviewed. Departments must ensure all scanned files are readable. The City's Records Retention Policy must be followed.

The purchasing card is valuable property, which requires proper treatment by the cardholder to protect it from misuse by unauthorized parties.

Sign the purchasing card immediately upon receipt. When the expiration date has passed and/or after the cardholder has received a new card, the department supervisor/designee of the purchasing card program should cut the old purchasing card down the middle of the magnetic strip and return it to the Purchasing Agent in the Finance Department. The cardholder should make sure the purchasing card is returned by the supplier after each charge and verify that the returned card has the cardholder's name on it. Carbon sheets should be obtained and destroyed.

LOST OR STOLEN CARDS

If a purchasing card is lost or stolen, the cardholder must immediately notify the Purchasing Agent in the Finance Department, or the bank's customer service department, and the cardholder's supervisor. The Purchasing Agent in the Finance Department or the customer service representative of the bank will block use of the card. If charges were applied to the account, an affidavit will need to be completed by the cardholder, through the Purchasing Agent, and submitted to the bank. The Purchasing Agent in the Finance Department will send the form to the cardholder.

Elliot Reif

E-mail: ereif@tahlequah.gov

Finance Department, Purchasing Agent

111 S Cherokee Avenue

Tahlequah, Oklahoma 74464

Phone: (918) 525-4707

Cardholder Applicant (Print/Sign/Date)

Supervisor/Designee (Print/Sign/Date)

Purchasing Agent/Designee (Print/Sign/Date)

Department Head (Print/Sign/Date)

*Current Primary Transaction Approver

***The primary or designated approver applying the electronic signature approval is responsible for verifying appropriateness of transactions and verifying appropriate documentation is attached to monthly statement. Approver must be listed on the Authorized Signature List for purchasing card approvals, completed purchasing card approver training; and is subject to being audited.**

Retain a copy and forward original to the Purchasing Agent in the Finance Department.

Attachment C – Missing Receipt Form

PURCHASING CARD

MISSING RECEIPT FORM

Cardholder Name: _____

Cardholder Telephone: _____

Department/Division/Section: _____

Date of this Report: _____

Funding Information: _____

Merchant/Supplier Name: _____

Supplier Address: _____

Cost/Amount Paid: \$ _____ Date of Purchase: _____

Briefly describe circumstances of missing receipt:

I hereby certify that the goods and services, as described above, were purchased for City-related business and were received. Every attempt was made to locate the lost receipt; in addition, the merchant/supplier was either unable or unwilling to provide a duplicate copy as requested. Provide this report to Supervisor or transaction Approver as part of your monthly reconciliation paperwork.

CARDHOLDER: _____

(Print/Sign/Date)

SUPERVISOR OR DESIGNEE:

I have accepted the cardholder's explanation of the loss and inability to obtain a duplicate receipt; therefore, I am authorizing payment of the receipt or invoice due to the circumstances involved.

SUPERVISOR OR DESIGNEE: _____

(Print/Sign/Date)

Attachment D – Bi-Annual Statement Review Sample Memo

BI-ANNUAL STATEMENT REVIEW SAMPLE MEMO

TO: Purchasing Agent
Finance Department

FROM: Name, Department Head
Name of Department

DATE:

SUBJECT: Name of Dept. Purchasing Card
Statement Review for Six Months ending____(date)

I have reviewed or delegated to _____ the Purchasing Card Statements for the following Cardholders:

(List names of Department Cardholders here)

I have confirmed the statements have been reviewed for the appropriateness of purchases and compliance with grant requirements, if any.

I also confirm that appropriate documentation has been reviewed and is maintained in the Department.

Signature (Department Head) - *required*

Date

Bi-annual review delegated to the assigned:

I have reviewed the statements for the appropriateness of purchases and compliance with grant requirements, if any.

I also verify that appropriate documentation for these purchases is maintained in the Department.

Signature

Date

*Completed memo should be scanned and emailed to the Purchasing Agent in the Finance Department.

ORDINANCE NO. 1348-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING PART 15, TRAFFIC AND VEHICLES, BY ADDING CHAPTER 15, ELECTRIC MOTORIZED SCOOTERS; SECTION 15-1501, DEFINITIONS; SECTION 15-1502, OPERATION OF ELECTRIC MOTORIZED SCOOTERS; SECTION 15-1503, PARKING OF ELECTRIC MOTORIZED SCOOTERS; SECTION 15-1504, SAFETY REGULATIONS; SECTION 15-1505, OPERATORS PERMIT REQUIRED; SECTION 15-1506, APPLICATION FOR OPERATORS PERMIT; SECTION 15-1507, DENIAL OF PERMIT; SECTION 15-1508, SUSPENSION OF PERMIT; SECTION 15-1509, APPEALS; SECTION 15-1510, SCOOTER-SHARE PROGRAM; SECTION 15-1511, IDENTIFICATION OF SHARED SCOOTERS; SECTION 15-1512, INSURANCE REQUIREMENTS; SECTION 15-1513, DATA SHARING; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. NEW LAW. Chapter 15 of Part 15 of the Tahlequah City Code is hereby added and shall read as follows:

Chapter 15 ELECTRIC MOTORIZED SCOOTERS

Section 15-1501 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Electric motorized scooter means a device that (1) weighs less than one hundred pounds (100 lbs.); (2) has two (2) or three (3) wheels; (3) has a handlebar; (4) is equipped with a floorboard that can be used to stand on while riding; (5) is powered by an electric motor; and (6) has a maximum speed of twenty miles per hour (20 m.p.h.) with or without human propulsion on a paved level surface. The term does not include a motorcycle, an electric bicycle, an electric personal assisted mobility device, a motor-driven cycle, or a motorized bicycle.

Scooter-share operator means a person or company offering a shared scooter for hire.

Scooter-share program means a service in which a shared scooter is made available to use for hire.

Shared scooter means an electric motorized scooter offered for hire.

Section 15-1502 Operation of Electric Motorized Scooters

Electric motorized scooters operated within the City, whether privately owned or part of a scooter-share program, are subject to the following regulations:

A. Electric motorized scooters shall not be operated at a speed greater than fifteen (15) miles per hour.

B.

1. Any individual operating an electric motorized scooter upon a sidewalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.
2. No person shall operate an electric motorized scooter upon a sidewalk which abuts a building, when riding on the sidewalk would endanger pedestrians, or where operation of an electric motorized scooter on a sidewalk is prohibited by an official traffic control device.
3. Any individual operating an electric motorized scooter within a pedestrian crosswalk must yield the right-of-way to motor vehicle traffic and pedestrians. To earn the protections of a pedestrian, an individual must dismount, walk the electric motorized scooter, and obey applicable traffic control devices.

C.

1. Any person operating an electric motorized scooter upon a roadway at less than the normal and reasonable speed of traffic shall ride in the right-hand lane of the roadway subject to the following provisions:
 - a. If the right-hand lane is wide enough to be safely shared with overtaking vehicles, a person operating an electric motorized scooter shall ride far enough to the right as judged safe by a reasonable scooter user to facilitate the movement of such overtaking vehicles unless other conditions make it unsafe to do so.
 - b. A person operating an electric motorized scooter may use a lane other than the right-hand lane when:
 - i. Passing another vehicle;
 - ii. Preparing for a left turn;
 - iii. Avoiding conditions, including, but not limited to, fixed or moving objects, or surface hazards ;
 - iv. Lanes are too narrow for an electric motorized scooter and vehicle to travel safely side by side;
 - v. Approaching an intersection where there is a designated right turn lane and the scooter user does not intend to turn right, the scooter user may ride on the left-hand side of such designated lane;
 - vi. Riding on a roadway designated for one-way traffic, when the scooter user may ride as near to the left-hand curb or edge of such roadway as judged safe by the scooter user; or vii. Riding on parts of roadways designated for bicycles.
2. A scooter user shall not be expected or required to:
 - a. Ride over or through any hazards or apparent hazards.
 - b. Ride without a reasonable safety margin on the right-hand side of the roadway.
 - c. A person operating an electric motorized scooter in compliance with this section and not violating any other section of law is not impeding traffic.
- D. The operator of an electric motorized scooter emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across the alleyway, yield the right-of-way to all pedestrians approaching on such sidewalk area and , upon entering the roadway, shall yield the right-of-way to all vehicles approaching on such roadway.
- E. No person riding upon any electric motorized scooter shall attach either the scooter or the rider to any vehicle upon a roadway.

- F. No person operating an electric motorized scooter shall carry any package, bundle or article, which prevents the rider from keeping at least one (1) hand upon the handlebars.

Section 15-1503 Parking of Electric Motorized Scooters

- A. Electric motorized scooters may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than Forty-Eight (48) inches.
- B. Electric motorized scooters may not be parked in a manner that violates the Americans with Disabilities Act.
- C. Electric motorized scooters may not be parked in a manner that would impede vehicular traffic on a street or alley.
- D. Electric motorized scooters may not be parked in a manner that would impose a threat to public safety or security.
- E. Electric motorized scooters may not be parked on a public street without specific permission from the City.
- F. Electric motorized scooters may not be deployed on a block where the sidewalk is less than Ninety-Six (96) inches in width, or on a block that does not have sidewalks. The City may determine other blocks or areas where deploying electric motorized scooters are prohibited.
- G. Electric motorized scooters must be deployed on a sidewalk or other hard surface, at a bicycle rack, or at a city-owned location. Electric motorized scooters may only be deployed on private property with the permission of the property owner.
- H. Electric motorized scooters must stand upright while parked.
- I. Electric motorized scooters may not be parked within five feet of a crosswalk or curb ramp, unless given specific permission by the City.
- J. Electric motorized scooters may not be parked in a way that blocks:
1. Transit stops, shelters, or platforms.
 2. Commercial loading zones.
 3. Railroad or light rail tracks or crossings.
 4. Passenger loading zones or valet parking service areas.
 5. Disabled parking zones.
 6. Street furniture that requires pedestrian access (for example, benches or parking pay stations).
 7. Building entryways.
 8. Vehicular driveways.
- K. Electric motorized scooters parked along multi-use trails may only be parked at trailheads or other areas identified by the City.
- L. Electric motorized scooters that are parked in an incorrect manner must be re-parked or removed by the operator within two hours of receiving notice from the City on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within Twelve (12) hours of receiving notice from the City at all other times.
- M. Electric motorized scooters that are parked in a residential area may remain in the same location for up to Forty-Eight (48) hours as long as it is parked in accordance with this section. An operator shall relocate or rebalance electric scooters parked in a residential area after receiving a citizen request or complaint in accordance with the timeframes specified in this chapter.

Section 15-1504 Safety Regulations

Electric motorized scooters shall be equipped with a brake and, for those units that operate at night, a front light that emits white light as well as a red light and reflector at the rear of the unit. All electric motorized scooters shall have front and back lights that are always on and are visible from a distance of at least Five Hundred (500) feet under normal atmospheric conditions at night. Front and rear lights must stay on at least ninety (90) seconds after the unit has stopped.

Section 15-1505 Operators Permit Required

A person commits an offense if, within the city, he or she operates, or causes or permits the operation of, a scooter-share program without a valid operating authority permit issued under this chapter. Issuance of a permit does not authorize the operation of a shared scooter on private property without the approval of the property owner. PROVIDED, the total number of initial permits issued by the City for shared scooters shall not authorize more than Five Hundred (500) total electric motorized scooters.

Section 15-1506 Application for Operators Permit

- A. To obtain an operating authority permit, a person shall make application in the manner and on the form prescribed by the City to the Parks Director. The applicant must be the person who will own, control, or operate the proposed shared scooter program.
- B. An application shall be accompanied by the non-refundable application fee and shall contain at least the following information:
 - 1. The form of business of the applicant and, if the business is a corporation or association, a copy of the documents establishing the business and the name and address of each person with a Twenty percent (20%) or greater ownership interest in the business;
 - 2. The signature of the applicant;
 - 3. The address of the fixed facilities to be used in the operation, if any, and the address of the applicant's corporate headquarters, if different from the address of the fixed facilities;
 - 4. The name of the person designated by the applicant to receive on behalf of the applicant any future notices sent by the city to the operator, and that person's contact information, including a mailing address, telephone number, and email address;
 - 5. Documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this chapter;
 - 6. Documentary evidence of payment of ad valorem taxes on property within the city, if any, to be used in connection with the operation of the proposed shared scooter program;
 - 7. The number and types of shared scooters to be operated;
 - 8. An agreement to indemnify the City; and
 - 9. A service agreement committing the applicant to service and maintain their fleet, which such agreement shall be subject to approval by the City Council prior to a permit being issued.
- C. An operating authority permit may be renewed following the process in this section.
- D. An applicant for an operating authority permit hereunder shall pay a fee as required in the fee schedule.
- E.

1. Any changes to the information provided in the operating authority permit application must be reported to the City, in the manner prescribed by the City, within ten (10) days of the change.
 2. If the information reported to the City under this section includes an increase in the number of shared scooters, any additional vehicle fees due shall be submitted to the City simultaneously with the change in information.
- F. An operating authority permit expires one (1) year from the date it is issued.
- G.
1. An operator's initial fleet must be a minimum of Fifty (50) shared scooters and shall not exceed Two Hundred Fifty (250) shared scooters. Operators may request an increase to their initial fleet of up to Two Hundred Fifty (250) additional shared scooters as part of any permit renewal. A request for an increase in fleet size shall include a rationale and analysis to justify the additional fleet size.
 2. The total number of deployed scooters in an operator's fleet must maintain a minimum average of two (2) trips per scooter per day, determined by monthly usage. Should this demand not be met, the City may require a portion of the scooters to be relocated or removed.
 3. The City may establish zones to limit or require the deployment of scooters in certain areas to ensure that scooters are accessible to the public across the City.

Section 15-1507 Denial of Permit

- A. The Parks Director shall refuse to issue or renew an operating authority permit if the applicant:
1. intentionally or knowingly makes a false statement as to a material matter in an application for a permit or permit renewal;
 2. has been convicted twice within twelve (12) month period for a violation of this article regarding the deployment of a shared scooter or the rebalancing or removal of a dock-less vehicle, or a rule or regulation adopted under this article regarding the deployment of a shared scooter or the rebalancing or removal of a shared scooter, or has had an operating authority permit revoked within two years of the date of application; or
 3. has deployed unpermitted electric scooters within the City in violation of this chapter.
- B. If the Parks Director determines that a permit should be denied, the Parks Director shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

Section 15-1508 Suspension of Permit

- A. The Parks Director may suspend an operating authority permit if the Parks Director determines that the operator failed to comply with a request to remove a shared scooter, a request to rebalance shared scooters issued by the City within the time specified in the order, or for failure to comply with any other requirement in this chapter. Suspension of an operating authority permit does not affect the expiration date of the permit.
- B. The Parks Director may revoke an operating authority permit if the Parks Director determines that the operator has:
1. made a false statement as to a material matter in the application concerning the operating authority permit;
 2. failed to maintain the insurance required by this chapter;

3. operated shared scooters that were not authorized by the operating authority permit;
 4. failed to pay a fee required by this article; or
 5. failed to comply with the provisions of this chapter.
- C. After revocation of an operating authority permit, an operator is not eligible for another permit for a period of up to two years, depending on the severity of the violation resulting in the revocation.

Section 15-1509 Appeals

Any person whose application for an operating authority permit, or renewal of an operating authority permit, is denied by the City, or an operator whose operating authority permit has been revoked or suspended by the City, may appeal the decision to the City Council by filing a written notice in the City Clerk's office within ten (10) business days of the decision.

Section 15-1510 Scooter-Share Program

Scooter-share operators shall comply with the following requirements for scooter-share programs:

- A. Operators shall provide a method for users to utilize shared-scooter programs without a smartphone.
- B. Operators shall not permit any person under the age of sixteen (16) to operate a shared scooter.
- C. Rates for shared scooters shall be clearly and understandably communicated to customers prior to use.
- D. Shared scooters programs shall ensure that its application and website educates users about how to comply with the general operation, parking, and safety regulations set forth in this chapter.
- E. Shared scooters shall be equipped with an on-board GPS unit or equivalent that can report the location of a unit at any time for the purposes of use, recovery, repair, data collections, and incident investigation.
- F. Shared scooters shall be high quality, sturdily built to withstand the rigors of outdoor storage and constant use.
- G. Shared scooters shall employ tamper-resistant security hardware.
- H. Shared scooters used in systems issued a license must employ an electric motor of less than 750 watts (1 h.p.).
- I. Operators must have the ability to implement no-ride zones, the ability to slow scooters, and the ability to prevent parking in areas identified by the City. Operators must also have the ability to require shared scooters to be parked in certain areas designated by the City.
- J. Shared scooters shall meet the most up-to-date equivalent safety standards required by state and federal law.
- K. For all shared scooters used the maximum motor-assist speed for licensed units shall be fifteen miles per hour (15 mph), when ridden in the street environment.
- L. Shared scooters shall be able to securely stand upright when parked.
- M. Shared scooters shall be inspected when removed from routine service, to ensure that all of its components are present and functioning properly.
- N. Operators must be capable of quickly identifying and addressing safety and maintenance issues with shared scooters, including a mechanism for customers to notify the company that there is a safety or maintenance concern with the scooter.
- O. Operators must be capable of remotely disabling the use of a unit if it is reported or found to have a safety, maintenance, or other hazardous condition. Scooters that are reported

as unsafe or non-functional shall be immediately deactivated for rental and removed from operations until repaired.

- P. Operators shall remove any unit that is not safe to operate within four (4) hours of receipt of notice and shall not be redeployed until repaired.
- Q. Operators shall respond to complaints and obstructions within the following time frames:
 - 1. Sidewalk obstructions - 60 minutes
 - 2. Travel and bicycle lanes - 60 minutes
 - 3. Transit stop obstructions - 60 minutes
 - 4. Environmentally sensitive area - 60 minutes
 - 5. Private property - 2 hours
 - 6. Other obstructions and nuisances - 2 hours
 - 7. Unauthorized portions of parks and trails - 2 hours
 - 8. Other unauthorized areas - 2 hours
- R. Operators shall have a program in place to ensure proper recycling and disposal of batteries under waste battery disposal standards required by state and federal law.

Section 15-1511 Identification of Shared Scooters

Scooter-share operators shall ensure that each shared scooter:

- A. Clearly displays the emblem of the operator;
- B. Clearly displays the operator's customer support information including customer service phone number, website, and application; and
- C. Bears a unique alphanumeric identification number that is visible from a distance of five feet (5') and is not covered by a branding or other marking.

Section 15-1512 Insurance Requirements

- A. A scooter-share operator shall carry the following insurance coverage dedicated exclusively for operation of a shared scooter and shall provide a valid certificate insurance each year the operator's permit is renewed:
 - 1. Commercial general liability insurance coverage with a limit of no less than one million dollars (\$1,000,000) for each occurrence and five million dollars (\$5,000,000) aggregate;
 - 2. Umbrella or excess liability coverage with a limit of no less than five million dollars (\$5,000,000) for each occurrence and five million dollars (\$5,000,000) aggregate; and
 - 3. Workers' compensation coverage as required by law.
- B. A valid certificate of insurance evidencing the coverage required by this section shall be submitted prior to the issuance of an initial operating authority permit.
- C. Scooter-share operators may not be self-insured.
- D. Insurance required by this section shall include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than ten (10) days before cancelling the insurance policy for any reason or before making a reduction in coverage.

Section 15-1513 Data Sharing

- A. A scooter-share operator shall provide:
 - 1. Anonymized fleet and ride activity data for all trips starting or ending within the City;
 - 2. All ride activity data for any trip resulting in an accident report.
- B. Such data shall include:
 - 1. Total number of daily, weekly, and monthly riders;

2. Total number of vehicles in service for the reporting period;
 3. Aggregated monthly summary data in the form of heat maps showing routes, trends, origins, and destinations;
 4. Total number of miles traveled daily, weekly, and monthly by users;
 5. Average time each shared scooter spends available (not in use);
 6. A report or chart showing the times and days when more than 75% of a fleet is in use at one time ;
 7. Duration of ride per day of the week ;
 8. Summary of fleet numbers lost to theft or vandalism;
 9. Summary of customer comments, complaints, and requests for service; resolutions to comments, complaints, and requests for service; and the time it took to resolve any complaint or request for service;
 10. Monthly summary of repairs per shared scooter; and
 11. Any other report requested by the City.
- C. Such data shall be provided to the City at least monthly.

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. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA,
THIS ____ DAY OF _____, 20____.

(SEAL)

Sue Catron, Mayor

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 20____.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1349-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING PART 11, PARKS, RECREATION AND CULTURAL AFFAIRS; BY ADDING CHAPTER 2, SPECIAL EVENTS; BY ADDING SECTION 11-201, DEFINITION; BY ADDING SECTION 11-202, PERMIT REQUIRED; BY ADDING SECTION 11-203, FORM OF APPLICATION; BY ADDING SECTION 11-204, CRITERIA FOR PERMIT; BY ADDING SECTION 11-205, BOND REQUIRED; BY ADDING SECTION 11-206, DECISION; BY ADDING SECTION 11-207, ALTERNATIVES; BY ADDING SECTION 11-208, APPEALS; BY AMENDING PART 14, STREETS AND PUBLIC WORKS; CHAPTER 2, USE AND OBSTRUCTION OF STREETS AND SIDEWALKS; SECTION 14-206, UNLAWFUL TO OBSTRUCT SIDEWALKS, STREETS WITH MERCHANDISE; SECTION 14-207, UNLAWFUL TO OBSTRUCT UNDULY SIDEWALKS AND STREETS; SECTION 14-209, UNLAWFUL TO CONGREGATE ON STREETS, SIDEWALKS; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. NEW LAW. Chapter 2 of Part 11 of the Tahlequah City Code is hereby added and shall read as follows:

Section 11-201 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Special event means 200 or more persons (including spectators) or 50 or more vehicles in any parade, march, ceremony, show, demonstration, exhibition, entertainment, pageant or procession of any kind, or any similar display, in or upon any street, park, or other public place in the city.

Section 11-202 Permit Required

- A. No person shall use any street, alley, public way, park or other property owned or controlled by the city, except those places specifically designed and intended for such use, for the purpose of holding, conducting, causing or participating in any parade, street fair, street dance, carnival, motion picture show, theatrical entertainment, assemblage or activity of any nature which may cause the disturbance or interference of the normal and ordinary use of the property by other persons, without first having obtained a permit for such purpose.
- B. The permit may be granted by the parks director with the consent of the special events committee upon payment of the fee provided therefor in the fee schedule. The special events committee shall be composed the (1) the fire chief, (2) the police chief, (3) the emergency management director, (4) the street commissioner, (5) the city planner, (6) the city compliance coordinator; and (7) the city administrator. The committee may solicit the opinions of any interested third party when considering any special events permit.

Section 11-203 Form for Application

Not less than thirty (30) city business days prior to the requested closing or use of a street or public property for a special event, an application shall be submitted by the applicant to the parks director, who shall forward the application to the committee. The time requirements may be waived by the parks director if sufficient time exists for the proper review of the application as herein provided. The application shall be submitted upon a form prescribed by the city. The application shall provide the following information:

1. The name and address of the applicant;
2. The name and address of the person, corporation, or association sponsoring the activity;
3. The day and hours for which the permit is desired;
4. The street, park area or other public place for which the permit is desired;
5. The nature and purpose of the activity for which the permit is desired;
6. Variances required from the park rules, if applicable, and city regulations or ordinances;
7. Any other information reasonably necessary to a determination as to whether a permit should be issued hereunder; and
8. That all local, state and federal laws and regulations will be complied with.

Section 11-204 Criteria for Permit

The committee shall approve a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:

1. The conduct of the special event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route, if applicable;
2. The conduct of the special event shall ensure free unregulated access to permanent businesses and operations of such businesses on private property within or adjacent to the event site shall not inhibited.
3. The conduct of the special event will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city, if applicable;
4. The conduct of such special event will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed special event and areas contiguous thereto;
5. The concentration of persons, animals and vehicles, if applicable, at assembly points of the special event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
6. The conduct of such special event will not interfere with the movement of firefighting equipment en route to a fire;
7. The conduct of the special event is not reasonably likely to cause injury to persons or property;
8. The special event is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route, if applicable;
9. The proposed activity or use will not unreasonably interfere with or detract from the general public's enjoyment of the street, park or other public place;
10. The proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;

11. The proposed activity or use will not include violence, crime or disorderly conduct;
12. The street, park area or other public place desired has not been reserved for other use on the requested date and hour;
13. The sponsor will abide by the rules and regulations promulgated by the city; and
14. The sponsor will comply with all health department rules and regulations.

Section 11-205 Bond Required

The committee in such cases as shall be determined in their discretion, may require as a condition to the issuance of a permit herein such insurance or bond holding the city harmless from any and all liability for injury or damage of any kind whatsoever occurring during such activity covered by the permit.

Section 11-206 Decision

Within ten (10) days after the receipt of any application the committee shall notify the applicant in writing of their decision to grant or deny a permit, and the reason for doing so, based upon the criteria found in Section 11-204.

Section 11-207 Alternatives

The committee, in denying an application for a special event permit, may authorize the conduct of the special event on a date, at a time, at a place or over a route, if applicable, different from that named by the applicant. An applicant desiring to accept an alternate permit shall so indicate within five (5) days after notice of the action of the committee. An alternate special event permit shall conform to the requirements of, and shall have the effect of, a special event permit under this chapter.

Section 11-208 Appeals

Any aggrieved person shall have the right to appeal the decision of the committee to the city council within ten (10) working days of the refusal of a request for a special event permit. The decision of the city council shall be final.

SECTION 2. AMENDMENT. Chapter 2 of Part 14 of the Tahlequah City Code is hereby amended to read as follows:

Section 14-206 Unlawful to Obstruct Sidewalks, Streets with Merchandise

It is unlawful for any person, firm or corporation to place upon or permit to be placed upon the sidewalks, parkways, streets and alleys of the City any goods, wares, articles of merchandise or any other obstruction, and leave same thereon, or to use the same as a place to carry on a business or trade except when done pursuant to a validly issued special event permit.

Section 14-207 Unlawful to Obstruct Unduly Sidewalks and Streets

It is unlawful for any person, firm or corporation to use or obstruct the sidewalks of the City in any manner so as to interfere unduly with pedestrian traffic thereon, or to use or obstruct the streets and alleys of the City in any manner so as to interfere unduly with lawful traffic and parking thereon except when done pursuant to a validly issued special event permit.

Section 14-209 Unlawful to Congregate on Streets, Sidewalks

It is unlawful for any person or persons to obstruct the free use of any street, alley, sidewalk or other public way or walk by congregating or assembling thereon except when done pursuant to a validly issued special event permit.

SECTION 3. 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 4. 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 5. 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 6. 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 BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS ____ DAY OF _____, 20____.

Sue Catron, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 20____.

John Tyler Hammons, City Attorney

BID OPENING

Project #6000-Mission Park Trails	Meeting Date: February 28, 2023 Start Time: 9:00am
Facilitator: Alan Chapman, City Administrator Taylor Tannehill, City Planner Brian Speak, Parks Dept. Rocky Neugin, Parks Dept. Kevin Smith, Street Commission	Place/Room: Council Chambers

Company Name	Rec'd	Required Documents	Base Bid	Alt. #1	Alt. #2
Texoma Contracting, INC	✓	-Bid Form ✓ -Bid Bond ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Business Relationship Affidavit ✓	\$152,550.00	\$276,912.00	\$263,230.00
T & K Construction	Incomplete No Unit Prices	-Bid Form ✓ -Bid Bond ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Business Relationship Affidavit ✓	\$241,270.00	\$241,270.00	No Bid



BID FORM

City of Tahlequah
Project No. 6000
Project: Mission Park Trail

Date and Time of Opening: 9:00 a.m., Tuesday February 28, 2023

PAY QUANTITIES – BASE BID – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	FINAL GRADING	LSUM	1	\$25,600.00	\$25,600.00
2	36" STEEL PERMANENT BOLLARD	EA	7	\$450.00	\$3,150.00
3	RIP RAP 10"-12" DIAMETER	TON	60	\$500.00	\$30,000.00
4	PARKING LOT STRIPING	LSUM	1	\$4,500.00	\$4,500.00
5	8" X 6" THICKENED EDGE CONCRETE	SY	146	\$550.00	\$80,000.00
4	MOBILIZATION	LSUM	1	\$9,000.00	\$9,000.00
TOTAL BASE BID					\$152,550.00

PAY QUANTITIES – ALTERNATE #1 – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	8' X 4" CONCRETE TRAIL	SY	530	\$220.00	\$116,600.00
2	PARKING AREA CONCRETE	SY	115	\$67.500	\$7,763.00
TOTAL ALTERNATE #1					\$124,363.00

PAY QUANTITIES – ALTERNATE #2 – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	8' X 2" ASPHALT TRAIL	TON	475	\$160.00	\$76,000.00
2	4" PARKING AREA ASPHALT	TON	210	\$140.00	\$29,400.00
3	INSTALLATION OF SEPERATOR FABRIC	LF	5280	\$1.00	\$5,280.00
TOTAL ALTERNATE #2					\$110,680.00

The undersigned, hereinafter referred to as the "Bidder" declares that before preparing his Bid he has familiarized himself with all factors affecting the cost of the work and carefully examined the Bid Packet for the City of Tahlequah hereinafter referred to as the "Owner".

Bidder hereby proposes to furnish all necessary labor, tools and equipment, together with all other items of cost including insurance, and supervision, required for the work called for in the Bid Packet.

BID FORM

BASE BID sum of:

(written) One hundred fifty two thousand five hundred fifty Dollars (\$ 152,550.00)

BASE BID AND ALTERNATE #1 sum of:

(written) Two hundred seventy six thousand nine hundred twelve Dollars (\$ 276,912.00)

BASE BID AND ALTERNATE #2 sum of:

(written) Two hundred sixty three thousand two hundred thirty Dollars (\$ 263,230.00)

The contract shall be awarded as follows:

Base Bid or Base Bid and Alternate #1 or Base Bid and Alternate #2.

The bidder agrees to achieve Completion in 75 calendar days from notice to proceed.

Bidder further agrees that the certified check, cashier's check or bidder's bond payable to the Owner accompanying this proposal, is to be left in escrow with the Owner, that its' amount of five percent (5%) of the bid figure is the measure, or portion of the measure, of liquidated damages which the Owner will sustain by the failure of the Bidder to execute and deliver the above named Agreement, bonds, and insurance and that if the Bidder defaults in executing such Agreement within ten (10) days of written notification of the award of the Contract to him, or defaults in furnishing the bonds and insurance within said ten (10) days, the Bid Security, as set forth in Oklahoma State Statutes, Title 61, shall be due and payable to the Owner. If the proposal is not accepted within Thirty (30) days of the time set for the submission of bids, or if the Bidder executes and delivers said agreement, bonds, and insurance, the check or bidder's bond shall be returned to him.

Respectfully submitted.

Bidder Texoma Contracting, Inc

By Randy Scott

Title CEO

BID FORM

Bidder's Address:

207 Eastpointe Drive

Muskogee, OK 74403

Telephone:

918-682-1435

BID FORM



BID FORM

City of Tahlequah
Project No. 6000
Project: Mission Park Trail

Date and Time of Opening: 9:00 a.m., Tuesday February 28, 2023

PAY QUANTITIES – BASE BID – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	FINAL GRADING	LSUM	1		72,860
2	36" STEEL PERMANENT BOLLARD	EA	7	500	3,500
3	RIP RAP 10"-12" DIAMETER	TON	60		2,000
4	PARKING LOT STRIPING	LSUM	1		2,800
5	8" X 6" THICKENED EDGE CONCRETE	SY	146		31,530
4	MOBILIZATION	LSUM	1		32,500
TOTAL BASE BID					

PAY QUANTITIES – ALTERNATE #1 – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	8' X 4" CONCRETE TRAIL	SY	530		84,480
2	PARKING AREA CONCRETE	SY	115		11,600
TOTAL ALTERNATE #1					

PAY QUANTITIES – ALTERNATE #2 – TO INCLUDE LABOR & EQUIPMENT ONLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED
1	8' X 2" ASPHALT TRAIL	TON	475		
2	4" PARKING AREA ASPHALT	TON	210		
3	INSTALLATION OF SEPERATOR FABRIC	LF	5280		
TOTAL ALTERNATE #2					

The undersigned, hereinafter referred to as the "Bidder" declares that before preparing his Bid he has familiarized himself with all factors affecting the cost of the work and carefully examined the Bid Packet for the City of Tahlequah hereinafter referred to as the "Owner".

Bidder hereby proposes to furnish all necessary labor, tools and equipment, together with all other items of cost including insurance, and supervision, required for the work called for in the Bid Packet.

BID FORM

BASE BID sum of:

(written) Two Hundred forty one Thousand Two hundred seventy dollars
Dollars (\$ 241,270.00)

BASE BID AND ALTERNATE #1 sum of:

(written) Two Hundred forty one Thousand Two hundred seventy dollars
Dollars (\$ 241,270.00)

BASE BID AND ALTERNATE #2 sum of:

(written) _____ Dollars (\$ _____)

The contract shall be awarded as follows:

Base Bid or Base Bid and Alternate #1 or Base Bid and Alternate #2.

The bidder agrees to achieve Completion in 75 calendar days from notice to proceed.

Bidder further agrees that the certified check, cashier's check or bidder's bond payable to the Owner accompanying this proposal, is to be left in escrow with the Owner, that its' amount of five percent (5%) of the bid figure is the measure, or portion of the measure, of liquidated damages which the Owner will sustain by the failure of the Bidder to execute and deliver the above named Agreement, bonds, and insurance and that if the Bidder defaults in executing such Agreement within ten (10) days of written notification of the award of the Contract to him, or defaults in furnishing the bonds and insurance within said ten (10) days, the Bid Security, as set forth in Oklahoma State Statutes, Title 61, shall be due and payable to the Owner. If the proposal is not accepted within Thirty (30) days of the time set for the submission of bids, or if the Bidder executes and delivers said agreement, bonds, and insurance, the check or bidder's bond shall be returned to him.

Respectfully submitted.

Bidder T & K Construction
By Terry Keys
Title Owner

BID FORM

Bidder's Address:

TJK Construction
20505 S. 460 Rd
Tahlequah, OK 74464

Telephone:

918 931-7698

BID FORM

COPY

RESOLUTION NO. 03-06-2023(A)

**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 to approve Case #1-2023-Zoning-PUD#1 with the accompanying Preliminary Plat and Development Plan at their regular meeting scheduled on February 28, 2023.

**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

TRACT 1: A PART OF THE WEST HALF (W/2) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID SECTION TWENTY-SEVEN (27); THENCE N 88°18'07" E, ALONG THE SOUTH LINE OF SAID WEST HALF (W/2), A DISTANCE OF 1071.79 FEET; THENCE N 02°01'32" W, A DISTANCE OF 61.86 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, AND **THE POINT OF BEGINNING**; THENCE CONTINUING N 02°01'32" W, A DISTANCE OF 293.17 FEET; THENCE S 88°18'30" W, A DISTANCE OF 288.77 FEET, TO A POINT ON THE EAST LINE OF STATE HIGHWAY 82; THENCE N 26°25'51" E, ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 85.85 FEET; THENCE N 02°02'24" W, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 407.80 FEET; THENCE N 11°59'46" E, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 206.16 FEET; THENCE N 02°02'24" W, CONTINUING ALONG SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 941.91 FEET; THENCE N 88°11'23" E, LEAVING SAID STATE HIGHWAY 82 RIGHT-OF-WAY, A DISTANCE OF 444.16 FEET; THENCE N 02°01'29" W, A DISTANCE OF 660.54 FEET, TO THE NORTHWEST CORNER OF THE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4); THENCE N 88°09'15" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4), A DISTANCE OF 659.19 FEET, TO THE SOUTHWEST CORNER OF THE SOUTEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4); THENCE N 02°03'04" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 SE/4 NW/4), A DISTANCE OF 594.61 FEET; THENCE N88°08'35" E,

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

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

TOGETHER WITH:

TRACT 2: A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST, OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; SAID TRACT NOW BEING A REPLAT OF PART OF BLOCK 6, HILLSIDE PLAZA ADDITION (SAID PLAT BEING RECORDED IN BOOK 240, PAGE 426, OF THE RECORDS OF THE CHEROKEE COUNTY CLERK).

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID SECTION TWENTY-SEVEN (27); THENCE N 88°18'07" E, ALONG THE SOUTH LINE OF SAID WEST HALF (W/2), A DISTANCE OF 1457.83 FEET; THENCE N 02°01'32" W, A DISTANCE OF 59.98 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, ALSO BEING A POINT ON THE SOUTH LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, AND **THE POINT OF BEGINNING**; THENCE CONTINUING N 02°01'32" W, A DISTANCE OF 295.01 FEET, TO A POINT ON THE NORTH LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WARD STREET (SAID RIGHT-OF-WAY BEING PLATTED BY HILLSIDE PLAZA ADDITION); THENCE N 88°17'16" E, ALONG THE NORTH LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION, AND THE SOUTH LINE OF SAID RIGHT-OF-WAY OF WARD STREET, A DISTANCE OF 318.25 FEET, TO A POINT OF INTERSECTION THE

WEST RIGHT-OF-WAY OF PLAZA DRIVE (SAID RIGHT-OF-WAY BEING PLATTED BY HILLSIDE PLAZA ADDITION), ALSO BEING THE EAST LINE OF SAID BLOCK 6, HILLSIDE PLAZA ADDITION; THENCE ALONG SAID RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 69.85 FEET, A CENTRAL ANGLE OF 55°01'32", AN ARC LENGTH OF 67.08 FEET, A CHORD BEARING OF S 25°48'44" W, AND A CHORD DISTANCE OF 64.53 FEET; THENCE S 53°20'09" W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, A DISTANCE OF 229.23 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF PLAZA DRIVE, AND SAID EAST LINE OF BLOCK 6, HILLSIDE PLAZA ADDITION, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 129.85 FEET, A CENTRAL ANGLE OF 55°01'24", AN ARC LENGTH OF 124.70 FEET, A CHORD BEARING OF S 25°43'12" W, AND A CHORD DISTANCE OF 119.96 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 62; THENCE S 88°18'30" W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 62, A DISTANCE OF 43.67 FEET, TO THE POINT OF BEGINNING.

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

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

Shall be, and the same is, hereby changed from Local Commercial District (C-1), Community Commercial (C-2), Regional Commercial District (C-3), Community Mixed-Use District (CMX), and Residential Single Family Low Density District (RS-1) to a Planned Unit Development (PUD) accompanied by a Preliminary Plat and Development Plan for Rivercenter - Tahlequah.

PASSED AND ADOPTED by the City Council of the City of Tahlequah on this 6th day of March, 2023, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

Sue Catron, Mayor

ATTEST:

Whitney Shaw, City Clerk

[Seal]

City of Tahlequah**PLANNING & DEVELOPMENT STAFF REPORT**

TO: City of Tahlequah City Council

FROM: Taylor Tannehill, Tahlequah Planning & Development Director

DATE: March 6, 2023

RE: Case #1-2023-Zoning-PUD#1

Recommendation: Staff and Planning Commission Recommend approval of Case #1-2023-Zoning-PUD#1 with the accompanying Preliminary Plat and Development Plan of Rivercenter-Tahlequah with the following conditions:

1. Establish 20' perimeter easement on the north side of Lots 1 & 2 of Block 4 and a 15' easement on the west side of Lots 1 & 2 Block 3 for proposed waterline on the preliminary plat.
2. Incorporate the following language in the Development Plan "the provisions of 2.3.C in the City of Tahlequah Zoning Ordinance shall not apply within the boundaries of the Development as described in the legal description provided."
3. Allow staff to administratively approve engineering and construction plans for public improvements for the development.
4. Developer must finalize access agreements with ODOT prior to approval and construction of public improvements.
5. Covenants shall be provided and approved at the time of final platting.
6. Page 5 of the Development Plan under the Vehicular and Pedestrian Access and Circulation Section shall remove the reference to a conceptual site plan and include the following language: "The attached preliminary plat depicts the vehicular access points and circulation anticipate to accommodate the proposed development."
7. Page 3 of the Development Plan under permitted uses shall include the following language: "There shall be no maximum length of stay for the RV use up to the final plat of all phases of the development is filed with the Cherokee County Clerk. Upon filing the final plat for all phases there shall be a maximum length of stay of 90 days thereafter."

Background

Subject Property Address:	N/A, approximately 70 acres located on the NE Corner of E. Downing and Highway 82 Bypass.
Current Zoning:	Local Commercial District (C-1), Community Commercial (C-2), Regional Commercial District (C-3), Community Mixed-Use District (CMX), and Residential Single Family Low Density District (RS-1)
Proposed Zoning:	Planned Unit Development (PUD)
Property Owner:	Ferguson Smith Development, LLC
Owner Representative:	Glenn Ferguson, Hollis Allen, David Box

AttachmentsZoning Map
Aerial Map

Framework Map
Preliminary Plat
Development Plan

Project Summary

The applicant is requesting to establish a planned unit development for a mixed-use development consisting of general retail, hotel, multifamily, personal storage and RV park.

Existing Context

The table below summarizes the existing context proximate to the subject site:

<i>Existing Land Use</i>	<i>Existing Zoning</i>
Vacant	RS-1/C-1/C-2/C-2/CMX
<i>Proposed Land Use</i>	<i>Proposed Zoning</i>
Mixed Use	PUD
<i>Surrounding Land Use</i>	<i>Surrounding Zoning</i>
North: Single Family/Multifamily	North: RS-1/RE/RS-2/RM-1
South: Single Family/Commercial/Vacant	South: RS-2/C-3/C-2
East: Vacant	East: AG
West: Highway/Single Family/Vacant	West: RS-1/RS-2/C-1

Historic Context

The portions of the subject property were zoned C-2, C-3, R1 during a city-wide annexation project in 1998. A 40-acre tract was annexed in 2018 and designated C-3. The 1-acre tract in Hillside Plaza was annexed in 1987 and designated C-1. The subject property's zoning classifications were updated upon the adoption of the zoning code update in August 2022.

Relationship with Comprehensive Plan

The Comprehensive Plan identifies the subject property's east side as Commercial Corridor, the 40-acre tract in the center of the development as Village Node, a 10-acre tract on the north side as recreational, and the 1-acre tract in Hillside Plaza as Corridor Mixed-Use.

Commercial Corridor

Commercial Corridor is characterized as large-parcel, corridor-oriented development which is typically disconnected from adjacent parcels. The type of development is concentrated along high-traffic corridors.

Village Node

Village Nodes are characterized as neighborhood-scaled developments that allow and encourage mixed-use developments. The intent of the village node is to encourage smaller commercial centers that are supported by surrounding development in a pattern that promotes walkability and placemaking.

Recreational

Recreational uses include parks, community recreational facilities, open spaces, greenways, and nature preserves. These uses should be connected to each other as well as to adjacent uses to the extent possible to encourage walkability/bikeability. Recreational uses are of particular importance in Tahlequah, which benefits from nature-based tourism attractions including the Illinois River and Lake Tenkiller.

Corridor Mixed-Use

Corridor Mixed-Use is characterized as developments that often begin as sporadic residential development, which transitions to non-residential uses as the town expands and increased demands for commercial development gravitates toward high-traffic corridors.

Relationship with Zoning Ordinance

Planned Unit Developments (PUDs)

The Planned Unit Development (PUD) is intended to provide flexibility and encourage innovation in design and promote more economical and efficient use of land. It is further intended to provide a variety of housing types and preserve the unique features of a site while ensuring the project will be compatible with the surrounding neighborhood. The PUD may be used for parcels of land that are under common ownership and are to be developed according to a Development Plan.

Permitted Uses

Permitted uses are outlined in the Development Plan, attached.

Bulk & Area Requirements

The developer has self-imposed some setbacks as shown on the Preliminary Plat, attached. The proposed setbacks meet or exceed setbacks established in the Zoning Code. Other bulk and area requirements will be reviewed upon building permit application.

Signage, Screening, Landscaping, and Lighting

These items are generally in accordance with the requirements in the Zoning Code.

Parking

The development plan allows a 16' depth parking space for spaces not adjacent to a sidewalk to account for overhang. The Development also increases the minimum parking requirements for some tracts as follows:

Location	Development Plan	Zoning Code
Lots 1-3 Block 4: Grocery/Retail	1 per 250 sq. ft.	1 per 500 sq. ft.
Lots 1-4 Block 2: Dining	1 per 150 sq. ft.	1 per 200 sq. ft.
Lot 1 Block 1: Fast Casual	1 per 150 sq. ft.	1 per 200 sq. ft.

Review Criteria

A PUD request and Development Plan shall be reviewed in conformance with the following criteria.

1. The project shall be compatible with the surrounding, developed neighborhood. Compatibility both among the uses within the PUD district and uses adjacent to the PUD district shall be determined by the design features of the PUD. The use of landscaping, buffers, and screening, building separations and location of parking areas will be considered in determining the compatibility. Additionally, the densities should be allocated in a manner and a scale to prevent negative impacts on adjacent uses.

Buildings should be located and arranged to provide adequate privacy and visual relief from density;

2. The project shall protect and incorporate the significant natural features of the site;
3. The project shall provide usable open space and recreational amenities suitable for the project's intended residents;
4. The project shall provide a safe, functional and efficient vehicular circulation system. Access to the project shall be adequate for the development. Street design should minimize traffic infiltration through adjacent neighborhood. Pedestrian circulation shall be provided where appropriate, particularly for access throughout the project and to open spaces;
5. Public services, facilities and utilities shall have sufficient capacity to accommodate the project. This may result in construction of improvements beyond the project site as a condition of the PUD approval;
6. Stormwater drainage shall be managed in accordance with the City of Tahlequah Subdivision Regulations.
7. To determine compliance with the above criteria, the Director may require that additional information be submitted with a PUD zoning request.

Staff Comments Related to PUD Request

- a. PUDs are an overlay district where if the Development Plan and/or the Plat does not specify regulations, the underlying zoning district prevails if the Plat and Development plan are silent. To that point, the Development Plan and Plat provide specific regulations for the development and minor details would be controlled by the underlying zoning district.
- b. Due to the provision of an extended step-down zoning period, staff recommends excluding that provision within the Development Plan in the event development occurs prior to the expiration date to reduce ambiguity in the allowed uses section of the Development Plan.
- c. The only major departure from underlying zoning and the PUD is the RV Park. The developer elected to allow the provisions found in Section 3.14 – Campground and RV Park to prevail in the development of that tract.

TAC Discussion Related to the Preliminary Plat

TAC held a meeting at 11:00am on January 18, 2023 for the Rivercenter-Tahlequah development consisting of 70 acres located on the NE corner of the Bypass and Downing.

Members Present

Tahlequah Public Works Authority: Frank Macario (water), Brian Harris (water), Barry Tucker (Sewer), Nick Grogan (Sewer), Gary Stephens (Electric), Rick Patrick (Electric), Rhonda Baber (Special Services).

NOPFA: Bobby Eastham (Gas Authority)

City of Tahlequah: Ray Hammons (Code Compliance), Mo Bassime (Stormwater), Richard Coffron (Inspections), Taylor Tannehill (Planning & Development), Aaron Garrett (Fire), Kevin Smith (Street Department), Mike Underwood (Emergency Management)

Project Representative: Albert Jones (Surveyor), Hollis Allen (Engineer)

Gas Authority (NOPFA)

NOPA explained location of existing facilities and easements. All gas utility is required to be in an easement (not right-of-way).

Electric Department Comments

Electric available. Electric prefers serving back of lots. Pole relocation on Crafton extension undetermined at this time. Street lighting specs to be submitted with street plans.

Water Department Comments

Water available from South side of Downing. Proposed 12" trunk line along Rivercenter Drive. Extensions for street crossing may need to be sleeved. Plans to be submitted to TPWA for approval, TPWA will submit plans to DEQ.

Sewer Department Comments

Sewer department to investigate existence of sewer in sleeve crossing Bypass. If no line, recommending a 10" schedule 17 poly line if it fits the sleeve. Depending on flows, may need to divert some sewer to the Bliss extensions. Plans to be submitted to TPWA for approval, TPWA will submit plans to DEQ.

Stormwater Comments

Developer is planning to over detain in Reserve C. May explore options to capture runoff from east side of Bliss. Developer must show no increase of runoff from existing conditions.

Fire Department Comments

Preliminary hydrant spacing diagram was prepared by the Fire Marshall and give to the engineer at the time of the meeting.

Streets

City requested a 50' R/W for a north/south connection from Rivercenter Drive to Crafton. Developer will require a cross access agreement for lots 2 and 3, block 4 to satisfy the City's request. 55' R/W needs to be called out in written PUD as well as the pavement width due to requested reduction by the developer.

Emergency Management

Discussed floodplain on Lot 1, Block 4. Recommends showing on preliminary plat. At time of final plat, the floodplain must be either the City of Tahlequah floodplain map revision or by the developer. City to provide data when received.

Planning Department Comments**Easements**

20' perimeter easement required on the north side of Lots 1 & 2 of Block 4. 15' easement on the west side of Lots 1 & 2 Block 3 for proposed waterline.

PUD

Planner explained PUD process for amendments. Plat and PUD will be submitted to Planning Commission to be heard at their January 31st meeting.

Additional Access for Trail

City requests a 20' access easement over a proposed 20' utility easement for future trail development on the west side of all of Block 2 and Lot 1, Block 4.

Miscellaneous

Reserve areas identified need to be called out in the covenants stating the use and maintenance of reserve areas. Limits of no access need to be called out more specifically in the covenants.

Other Requirements

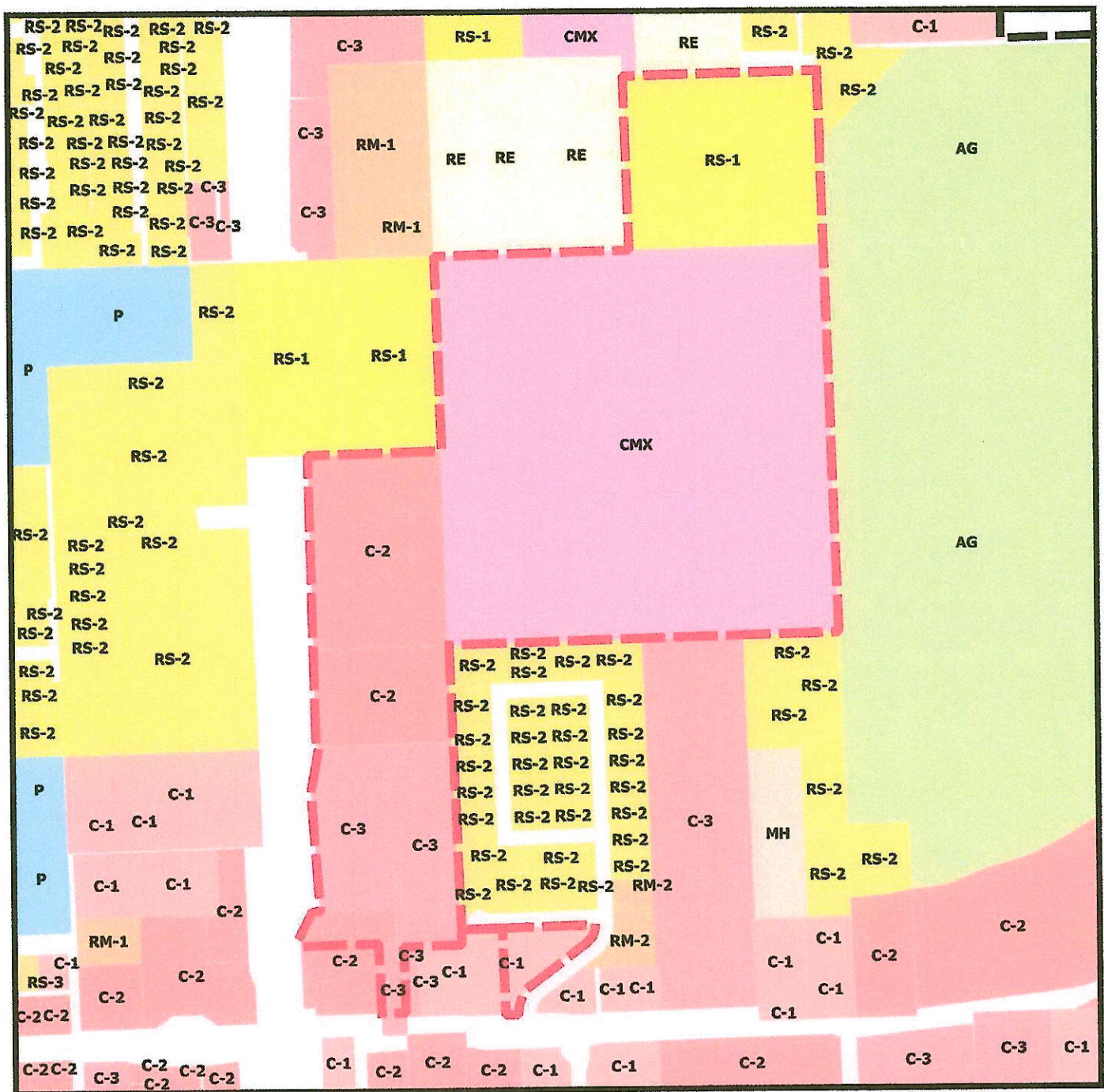
Engineer received submittal requirements for drainage and street construction required for City review prior to approval for construction of public improvements.

Staff Comments Related to Preliminary Plat

- a. Developer is requesting a departure from the Subdivision Regulations to establish a 55' Right-of-way width as shown on the plat and in the Development Plan, as opposed to the required 80'.
- b. Developer has tentative approval from ODOT of newly proposed access to they Bypass. Approval of constructions plans will not be done until considered until the access agreements are finalized.

Planning Commission Discussion

- a. Comments were made from interested parties regarding stormwater management practices including detention areas and capacity. Additionally, a request was made to install as sound wall on the perimeter of some of the development.
- b. Discussion was held regarding the length of stay for the RV park. The initial proposal is to not limit the length of stay for that part of the development. Planning commission recommended allowing an unlimited length of stay during construction phases of the public improvements and increasing the maximum length of stay from 30 (as required by the zoning code) to 90 days after final plats are filed.
- c. Planning Commission voted unanimously by a vote of 4-0 to approve the PUD, preliminary plat, and development plan with the conditions stated in the recommendation above.



Case Map

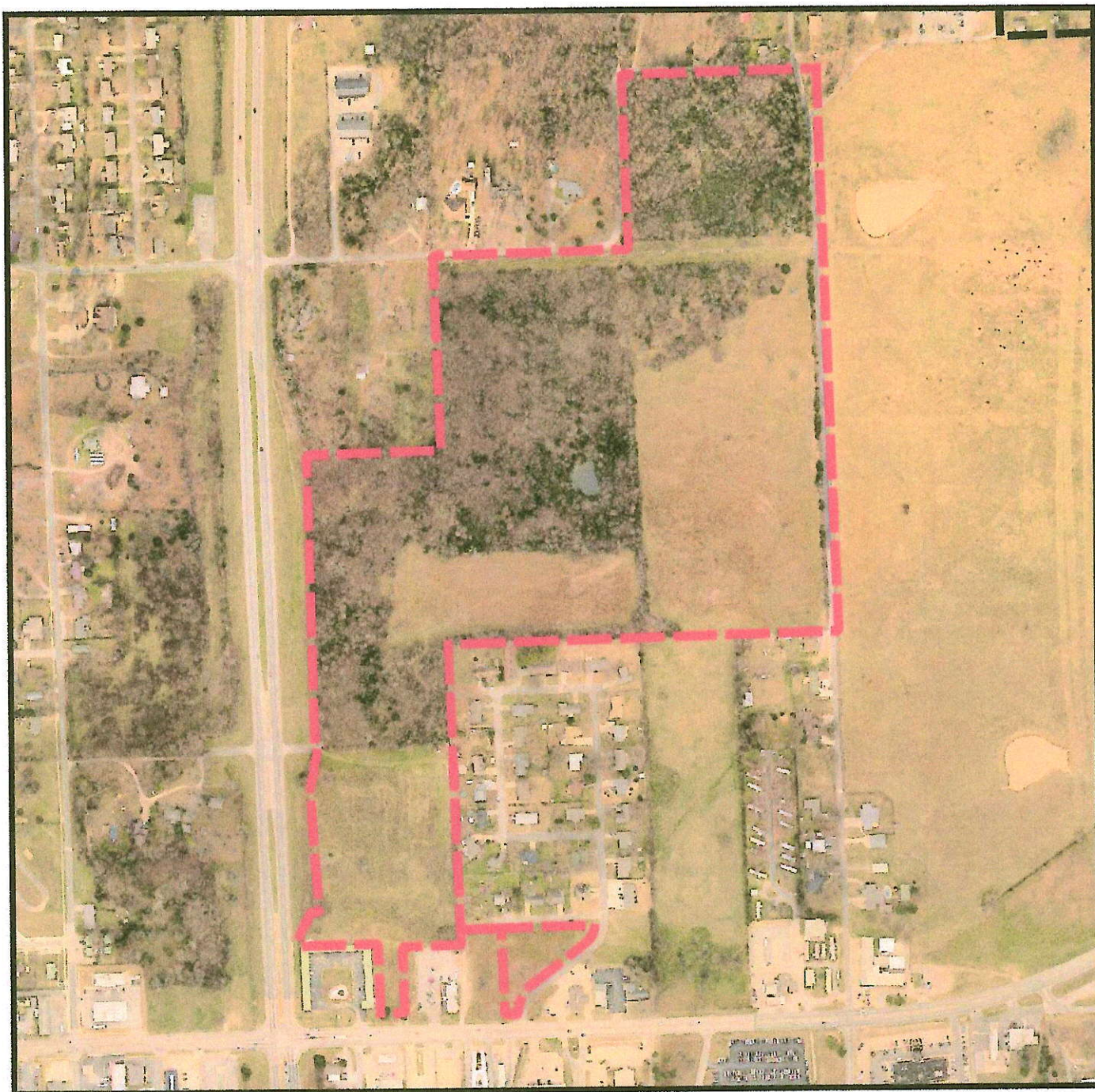
 Subject Property

Case #1-2023-Zoning-PUD#1



0 200 400 600 800 ft





Aerial Map

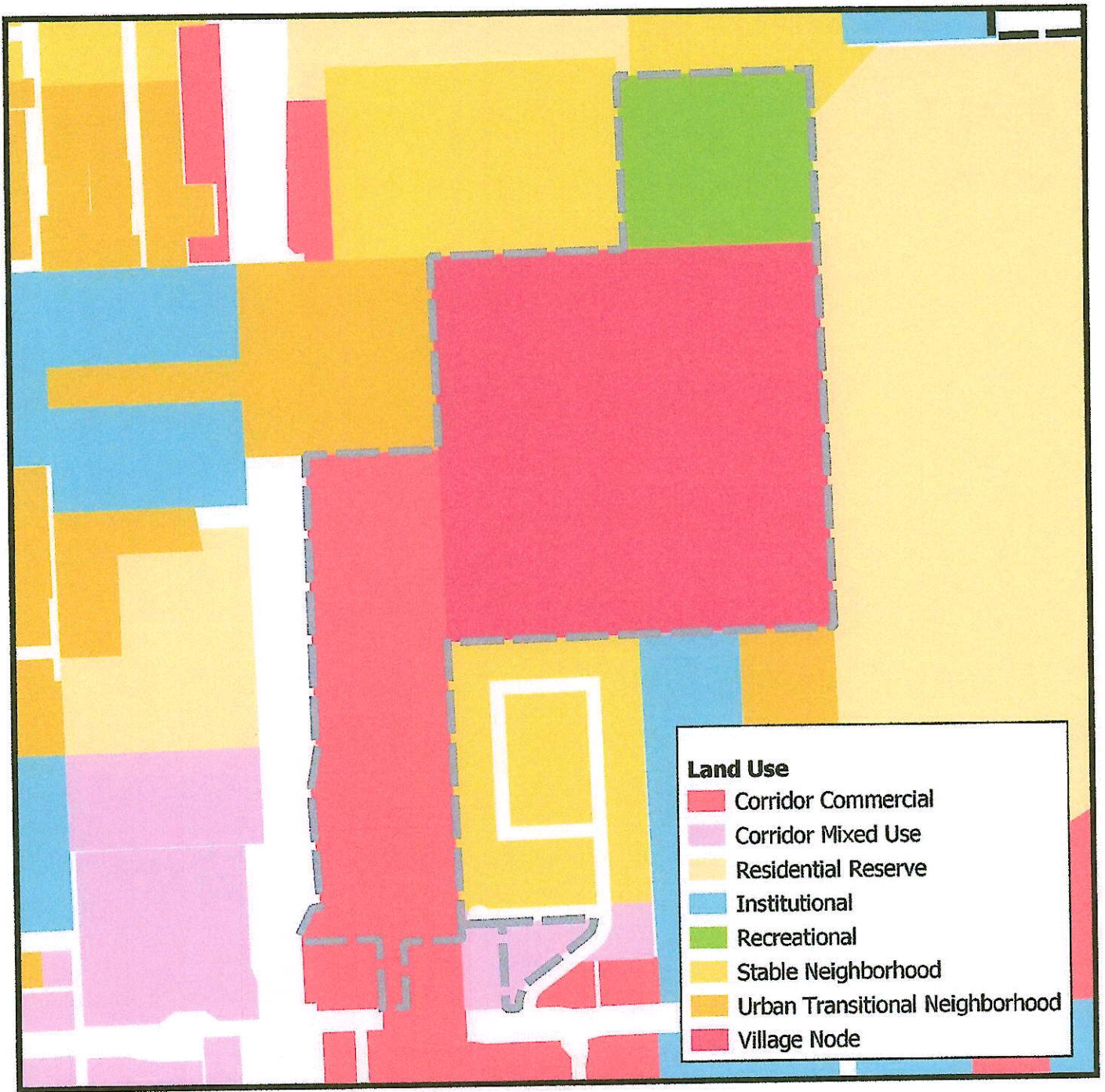
 Subject Property

Case #1-2023-Zoning-PUD#1



0 200 400 600 800 ft





 Subject Property

Framework Map

Case #1-2023-Zoning-PUD#1



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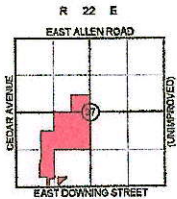


DRAFTED BY: JWH DRAFTED ON: 02/27/2023
 CHECKED BY: ARJ JOB NUMBER: 12314.30

PRELIMINARY PUD CASE #1-2023-PUD-1

Rivercenter - Tahlequah

A SUBDIVISION BEING A PART OF THE WEST HALF (W/2) OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, AND A REPLAT OF A PORTION OF BLOCK 6, HILLSIDE PLAZA ADDITION, CHEROKEE COUNTY, STATE OF OKLAHOMA.



Location Map
 SCALE: 1"=1/2 MI

Owner

OLEN & FERGUSON, PRECISIT
 FERGUSON PROPERTY GROUP
 220 SOUTH MAIN STREET
 TULSA, OKLAHOMA 74107
 PHONE: (918) 424-1553

Surveyor

ATLAS LAND OFFICE, INC.
 202 SOUTH MAIN STREET
 WAGONER, OKLAHOMA 74467
 PHONE: (918) 455-2087
 EMAIL: survey@atlaslandoffice.com
 C.A. #6365 EXPIRES 6-30-2024

Engineer

CORNERSTONE CIVIL ENGINEERING
 P.O. BOX 721612
 NORMAN, OKLAHOMA 73070
 PHONE: (405) 853-9458
 EMAIL: halle@cornerstoneaz.com



Scale: 1"=150'
 0 75 150 225

Line #	Bearing	Length
L1	N 02°01'32" W	81.69
L2	N 02°01'32" W	783.17
L3	N 83°19'32" E	35.60
L4	S 89°18'32" W	35.59
L5	S 02°01'32" E	55.12
L6	S 89°44'17" W	149.71
L7	S 09°01'32" E	228.87
L8	S 89°44'02" W	85.01
L9	N 02°01'32" W	50.58
L10	N 02°01'32" W	235.01
L11	N 83°17'10" E	318.25
L12	S 63°22'06" W	288.23
L13	S 89°18'30" W	43.67
L14	N 02°02'24" W	25.69
L15	N 83°13'41" E	153.84
L16	S 02°01'32" E	23.07
L17	N 83°13'41" E	153.87
L18	S 02°01'32" E	7.38
L19	S 43°39'52" E	53.05
L20	N 83°19'41" E	148.8
L21	N 83°13'41" E	154.01
L22	S 43°39'52" E	63.12
L23	S 83°30'13" E	7.68
L24	N 83°13'41" E	235.59
L25	N 02°02'57" W	65.02
L26	N 20°16'58" W	77.81
L27	N 83°17'16" E	49.89

Curve #	Length	Radius	Data	Chord Length	Chord Bearing
C1	54.03	43.00	77.2335°	80.02	S50°07'11"E
C2	47.08	63.85	55°01'32"	64.53	S25°42'44"W
C3	124.70	129.65	55°01'32"	119.59	S25°42'12"W
C4	177.42	279.55	57°03'44"	174.42	S16°17'20"W
C5	178.42	279.55	57°03'44"	178.30	N69°42'04"E
C6	277.21	222.50	71°22'50"	250.82	S51°32'11"W
C7	78.28	222.50	18°52'18"	72.86	N57°34'30"E
C8	60.64	40.92	69°43'03"	65.17	N39°18'30"E

Legend

BL - BUILDING LINE
 IFF - IRON PIN FOUND
 LNA - LIMITS OF NO ACCESS
 R/W - RIGHT-OF-WAY
 UE - UTILITY EASEMENT

Subdivision Statistics

SUBDIVISION CONTAINS THIRTEEN (13) LOTS IN FIVE (5) BLOCKS, TWO (2) RESERVE AREAS, AND ONE (1) DRAINAGE AREA.
 GROSS SUBDIVISION AREA: 2,055,120.63 SQ. FT. / 69.07 ACRES

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (2011) OK N, NORTH AMERICAN DATUM 1983 (NAD83), USING THE SOUTH LINE OF THE WEST HALF (W/2) OF SEC. 27, T-17N, R-22E AS N 83°17'07" E.

Floodplain Data

ACCORDING TO THE U.S. DEPARTMENT OF HOMELAND SECURITY FIRM PANEL NUMBER 4500100025, EFFECTIVE DATE: DECEMBER 3, 2008, THE SUBJECT PROPERTY IS LOCATED IN UNDESIGNED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND REGULATORY FLOODWAY (RDF) AREAS.

DISCLAIMER: THE APPROXIMATE LOCATION OF THE ZONE AS AFFECTED AREA HAS BEEN DIGITIZED ON THE FACE OF THIS PLAT AND IS FOR REFERENCE PURPOSES ONLY. IT WAS NOT MARKED OR DELINEATED IN THE FIELD BY THIS FIRM.

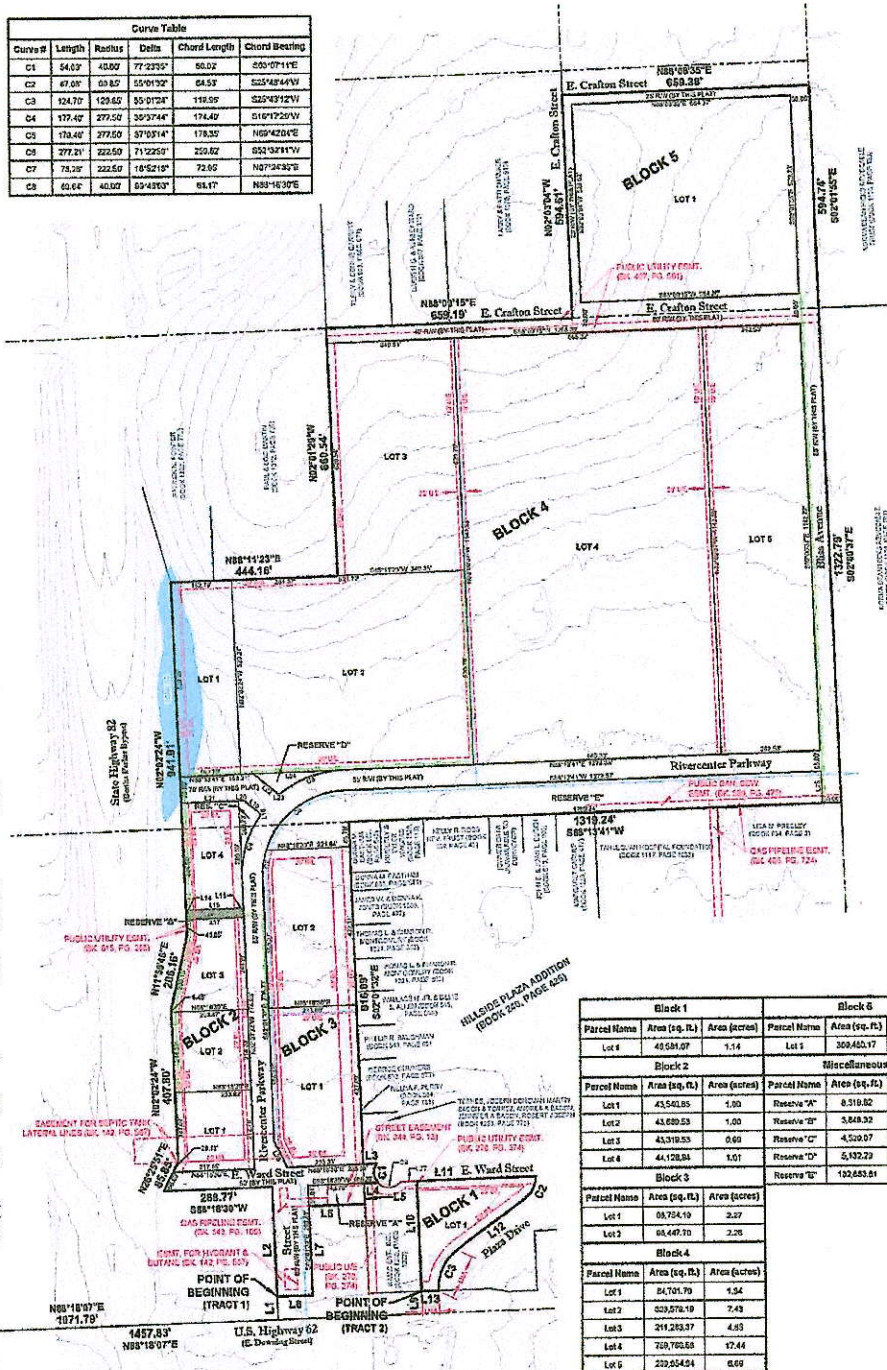
Notes

STREET RIGHTS-OF-WAY ARE DEDICATED AS PUBLIC STREETS BY THIS PLAT.

ADJACENT PARCEL DATA IS SHOWN PER THE CHEROKEE COUNTY ASSESSOR'S RECORDS AND HAS NOT BEEN VERIFIED BY THIS FIRM.

ADDRESSES LISTED ARE AS PROVIDED AND, TO THE KNOWLEDGE OF THE SURVEYOR, CORRECT AT THE TIME OF PLATTING.

THIS FIRM WAS NOT REQUESTED TO HAVE UNDERGROUND UTILITIES LOCATED OR SHOWN, THEREFORE UNDERGROUND UTILITIES MAY AFFECT THIS SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT. BEFORE YOU DIG, CONTACT OKLAHOMA ONE-CALL AT 1-800-522-6543.



Block 1			Block 5		
Parcel Name	Area (sq. ft.)	Area (acres)	Parcel Name	Area (sq. ft.)	Area (acres)
Lot 6	45,581.07	1.14	Lot 1	300,402.17	7.10
Block 2			Miscellaneous		
Parcel Name	Area (sq. ft.)	Area (acres)	Parcel Name	Area (sq. ft.)	Area (acres)
Lot 1	43,540.85	1.00	Reserve "A"	8,519.82	0.19
Lot 2	43,689.53	1.00	Reserve "B"	3,849.32	0.09
Lot 3	43,518.53	0.99	Reserve "C"	4,508.07	0.10
Lot 4	44,128.84	1.01	Reserve "D"	5,192.22	0.12
Block 3			Reserve "E"	120,851.81	3.05
Parcel Name	Area (sq. ft.)	Area (acres)			
Lot 1	94,754.19	2.27			
Lot 2	86,447.70	2.25			
Block 4					
Parcel Name	Area (sq. ft.)	Area (acres)			
Lot 1	84,701.70	1.94			
Lot 2	829,276.19	7.49			
Lot 3	294,283.97	4.83			
Lot 4	729,702.63	17.44			
Lot 5	229,554.54	5.69			

RECORD YOURS
 1-800-522-6543



Rivercenter - Tahlequah

FIELD OF APPLICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE BOARD OF EDUCATION PROPERTY GROUP, HEREINAFTER REFERRED TO AS DEVELOPER, IS THE OWNER OF THE REAL PROPERTY SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

TRACT 1: A PART OF THE WEST HALF AND OF SECTION TWENTY-SEVEN (27), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWENTY-NINE (29) EAST OF THE IRON RAIL AND MENARD, CHEYENNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY

Abstract

[illegible]

Technische Werte

TRACT 2: A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, (SE4 SW4Q) OF SECTION TWENTY-SEVEN (27), TOWNSHIP 35 NORTH, RANGE TWENTY TWO (22) EAST, OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; SAID TRACT NOW BEING A REPLAT OF PART OF BLOCK 6, NALLSBO KEOKA ADDITION (NO PLAT BEING RECORDED IN BOOK 348, PAGE 428, OF THE RECORDS OF THE CHEROKEE COUNTY CLERK.

WHICH PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

ALL RIGHTS RESERVED

SAID TRACTS OF LAND CONTAINING A COMBINED 64.30 ACRES (2,977,433.74 SQUARE FEET,
AND TRACTS OF LAND CONTAINING 7.19 ACRES (311,947.67 SQUARE FEET).

THIS LEGAL DESCRIPTION WAS CREATED ON DECEMBER 27, 2022, BY ALBERT R. JONES, II, OK PL# 14200, WITH THE BASIS OF SURVEY FOR SAID TRACT BEING IN 68-1807, E ALONG THE SOUTH LINE OF THE WEST 1/4 OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTYTWO (22) EAST, OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

THE DEVELOPER HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, ACCESS EASEMENTS AND PARCELS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH IS HEREBY ADOPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "HIVOCENTER - TALLULAH", AN ADDITION TO CHEROKEE COUNTY, STATE OF OKLAHOMA (THE SUBDIVISION).

COVENANTS HAVE NOT BEEN PROVIDED TO SURVEYOR AT THIS TIME AND WILL NEED TO INCLUDE SPECIFIC LANGUAGE REGARDING THE INTENDED USE OF EACH RESERVE AREA

Planned Unit Development No. #1
Zoning Case: #1-2023-Zoning-PUD#1

Rivercenter

December 30, 2022

January 24, 2023

February ____, 2023

Owner:

Ferguson Smith Development, LLC
8908 South Yale Ave, Suite 415
Tulsa, OK 74137
Office: (539) 424-1583

Original Prepared By:

NSPJ Architects, P.A.
3515 W. 75th Street, Suite 201
Prairie Village, KS 66208
Office: (913) 831-1415

Assisted By:

Cornerstone Civil Engineering
P.O. Box 721813
Norman, OK 73070
Office: (405) 653-9458

Williams, Box, Forshee & Bullard, P.C.
522 Colcord Dr.
Oklahoma City, OK 73102
Office: (405) 232-0080

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Exhibit A	Conceptual Site Plan

Design Statement

The Planned Unit Development of Rivercenter has an existing zoning of C-3 for Lots 1 and 2 of Block 3, C-2 for Lots 1-4 of Block 2, RS-1 for Lot 1 of Block 5, CMU for Lots 1-5 of Block 4, C-1 for Lot 1 of Block 1, and C-3 for the E. Ward St. Right of Way, all of which are depicted in the preliminary plat, attached and incorporated herein as Exhibit "A".

The site is currently vacant. The western portion of the site will consist of commercial development with a main thoroughfare beginning at Downing and extending north. The remainder of the site will consist of multi-family apartments, mini-storage units, and a park for recreational vehicles. The PUD consists of seven development areas. Access will be provided via State Highway 82 on the west, Downing on the south, Bliss on the east and Crafton on the north.

Development Standards

Land Area

Gross Lot Area:	2,973,439.3sq. ft.	68.3 ac
Net Lot Area:	2,590,513.2sq. ft.	59.5 ac

Permitted Uses

All uses within the C-3 district as provided in the most recently adopted zoning ordinance of the City of Tahlequah shall be permitted for the following tracts:

- Lots 1-3 of Block 4
- Lots 1-4 of Block 2
- Lots 1 and 2 of Block 3
- Lot 1 of Block 1
- Lot 5 of Block 4

Campgrounds, RV Parks, and associated uses shall be the only uses permitted within Lot 1 of Block 5. There shall be no maximum length of stay for the RV use.

Multiple-family dwelling, apartment house and associated uses shall be the only uses permitted within Lot 4 of Block 4.

Maximum Building Square Footage

The maximum building square footage within this PUD shall be 500,000 sq. ft.

Minimum Building Setbacks

East of Highway 82 Right of Way	25 FT
North & West of Hillside Addition	50 FT
All other Boundaries	25 FT

Maximum Number of Buildings:

50

Maximum Number of Stories:

Four Stories

Lighting

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All pole mounted lighting shall be located to minimize light crossing property lines. No lighting standard shall exceed 30' in height as measured from the pavement to the light fixture.

Signage

All signage will be coordinated with the City Planning Director and Staff balancing this signage package development with an understanding of the size, illumination, location and content limitations for multi-use developments for a harmonious outcome. Limitations or restrictions on one type of use area will be weighed against the multiple uses within the project scope. Specific design options will be developed and reviewed for functionality, relevance, and development site impact as well.

Screening

All trash and mechanical areas shall be screened from public view of person standing at ground level, excluding the equipment serving the apartment units.

Any storage shall be screened along Bliss Avenue.

Residential areas shall be screened if abutting a commercial tract.

Landscaping

The PUD shall meet the requirements of Landscape Regulations of the City of Tahlequah Planning, Zoning, and Development standards in all other manners.

Development Information

Drainage

Development of this PUD shall comply with § 12-2114(D)(6) of the City of Tahlequah Code of Ordinances.

Vehicular and Pedestrian Access and Circulation

The attached Site Plan and associated preliminary plat depicts the vehicular access points and circulation anticipated to accommodate the conceptual site plan.

Provided right-of-way width shall be as follows:

Ward Street	50'	Rivercenter Parkway	55'
Riverview Drive	70'	Crafton Street	80'

Sidewalks will be designed and constructed on the development connecting the various buildings and parking facilities

Relationship to Adjoining Uses

Surrounding properties are used for:

North: Undeveloped/Single Family Residential
East: Residential to the south and Commercial to the north and undeveloped.
South: Residential and Commercial
West: Highway 82 and Undeveloped land

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible. The proposed use of this property is in harmony with the surrounding zoning.

Utilities

Water and sewer lines are available and shall be provided by public mains.

Parking

Parking regulations shall conform with the proposed uses associated with each lot, except as stipulated below and except that parking spaces shall be 9' x 18' if adjacent to a sidewalk. If the parking space is not adjacent to a sidewalk, it may be 16' deep to allow for a front bumper overhang.

Parking for the following lots shall be adjusted as shown below:

Lots 1-3 of Block 4 – 1 per 250 square feet
Lots 1-4 of Block 2 – 1 per 150 square feet
Lot 1 of Block 1 – 1 per 150 square feet

Requirement to Plat

No Certificate of Occupancy shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Tahlequah Regulations.

Schedule of Development

Developmental phasing shall be permitted as a part of the development of this PUD in accordance with the City of Tahlequah Subdivision Regulations.

ORDINANCE NO. 1350-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 13, PUBLIC SAFETY; CHAPTER 2, FIRE DEPARTMENT AND SERVICES; SECTION 13-203, VOLUNTEER FIRE DEPARTMENT ESTABLISHED; SECTION 13-204, DUTIES OF THE FIRE CHIEF; SECTION 13-209, BYLAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. AMENDATORY. Chapter 2 of Part 13 of the Tahlequah City Code is hereby amended to read as follows:

Section 13-203 Volunteer Combination Fire Department Established.

- A. The Fire Department of the City is a volunteer combination Fire Department which is comprised of not less than 12 nor more than 20 volunteer firefighters more than two (2) full-time salaried fighters and at least one but not more than twenty-five (25) volunteer firefighters.
- B. For the purpose of this chapter, a volunteer firefighter ~~shall be considered as one who is enrolled as a member of the Fire Department and who serves in that capacity without receiving a regular salary.~~ means a person who is enrolled as a volunteer member of the Fire Department and who serves in such capacity without receiving a regular salary. No salaried employee of the City may be required to serve as a volunteer firefighter as a condition of their employment with the City. No salaried public safety employee of the City may serve as a volunteer firefighter unless such employee is off duty at the time of service. For the purposes of this subsection, a public safety employee is a person employed to serve as a salaried firefighter, police officer, or emergency medical technician.
- C. A volunteer firefighter of the Fire Department shall:
1. Be required, when notified, to respond to alarms of fire and other emergencies;
 2. Be required to be present at all regular meetings, call meetings and schools presented for the benefit of the firefighters;
 3. Be dropped from the Fire Department's rolls if such volunteer firefighter has two (2) unexcused absences in succession or three (3) unexcused absences in a period of three (3) months.
 4. Notify the Chief if such volunteer firefighter is leaving the City for an extended period of time.
 5. Be expelled from the membership rolls of the Fire Department if such volunteer firefighter refuses to attend training classes provided for him or her;
 6. Be expelled from the membership rolls of the Fire Department for any of the following offenses:
 - i. Conduct unbecoming of a firefighter;
 - ii. Any act of insubordination;
 - iii. Neglect of duty;
 - iv. Any violation of the rules and regulations of the Fire Department;
 - v. Conviction of a felony.

7. Reside in Cherokee County or in a county which immediately borders Cherokee County.

Section 13-204 Duties of the Fire Chief.

- A. The Chief shall be at the head of the Fire Department, subject to the laws of the State, ordinances of the City and the rules and regulations adopted in this chapter. The Chief shall have the following powers and duties:
 1. The Chief shall be responsible for the general condition and efficient operation of the Department, the training of members, and the performance of all other duties imposed upon him;
 2. The Chief may inspect or cause to be inspected by members of the Department, the fire hydrants, cistern and other sources of water supply at least twice each year;
 3. The Chief shall maintain a library or file of publications on fire prevention and fire protection and shall make use of it to the best advantage of all members;
 4. The Chief shall make every effort to attend all fires and direct the officers and members in the performance of their duties;
 5. The Chief shall see that the citizens are kept informed on fire hazards in the community and on the activities of the Department;
 6. The Chief shall have general control and supervision of the firefighting apparatus of the City and shall see that the apparatus is maintained in good condition, ready for use as needed;
 7. The Chief shall see that each fire is carefully investigated to determine its cause, and in the case of suspicion of incendiarism shall notify proper authorities and secure and preserve all possible evidence for future use in the case;
 8. The Chief is authorized to enter any building or premises in the City at any reasonable hour for the purpose of making inspections and to serve written notice on owner or occupants ordering correction of violations that may be found; and
 9. The Chief shall see that complete records are kept of all fires, inspections, apparatus and equipment, personnel and other information of the department and shall make reports to the Board as it may require; and
 10. The Chief shall file the appropriate activity report forms with the Office of the State Fire Marshal on an annual basis. The activity report shall include, but not be limited to, the amount of property and vehicle fire loss, types of fires, inspections and investigations. The report shall include notification of all fire-related civilian deaths and injuries in the City and of firefighter deaths in the line of duty and of firefighter injuries in the line of duty requiring the services of a hospital or physician or both. A copy of such reports shall be forwarded to the Mayor and City Council.
- B. The Fire Chief, whether permanent or interim, shall have at least three (3) years' actual experience as a paid firefighter before assuming the position of Fire Chief.

Section 13-209 Bylaws Paid Firefighters.

- A. ~~The bylaws of the Department shall include the following:~~

- ~~1. All volunteer Fire Department members are required, when notified, to respond to alarms of fire and other emergencies;~~
- ~~2. A member is required to be present at all regular meetings, called meetings and schools presented for the benefit of the firefighters;~~
- ~~3. At least one regular business meeting of the members shall be held each month;~~
- ~~4. Any member having two unexcused absences in succession or three unexcused absences in a period of three months will be dropped from the Fire Department rolls;~~
- ~~5. Any member leaving the City for an extended period of time is required to notify the Chief;~~
- ~~6. Any member refusing to attend training classes provided for members of the Department will be dropped; and~~
- ~~7. Any member of the Fire Department may be dropped from the rolls for the following offenses:~~
 - ~~a. Conduct unbecoming a firefighter;~~
 - ~~b. Any act of insubordination;~~
 - ~~c. Neglect of duty;~~
 - ~~d. Any violation of rules and regulations governing the Fire Department;~~
 - ~~or~~
 - ~~e. Conviction of a felony.~~

Each paid firefighter of the Fire Department shall be appointed as required by Section 13-202 after recommendation by the Fire Chief. Prior to appointing a paid firefighter of the Fire Department, the Fire Chief shall conduct a national criminal history records check of the applicant. The applicant, upon request of the Fire Chief, shall furnish the City with two (2) completed fingerprint cards and a money order or cashier's check made payable to the Oklahoma State Bureau of Investigation for the fee for a national fingerprint criminal history records check.

SECTION 3. 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 4. 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 5. 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 6. 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 BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH,
OKLAHOMA, THIS ____ DAY OF _____, 20____.

(SEAL)

Sue Catron, Mayor

ATTEST:

City Clerk

Approved as to form and legality this ____ day of _____, 20____.

John Tyler Hammons, City Attorney