

MINUTES
TAHLEQUAH CITY COUNCIL - REGULAR MEETING
MONDAY, APRIL 3, 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 I	Bree Long
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers
	Councilor Ward IV	Trae Ratliff

Others Present:

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

Invocation – Pastor Christian Murillo, Roots 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 March 28, 2023 at 4:25 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 880 7373 8832** 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 Ratliff made a motion and Councilor Highers seconded to approve the consent agenda as follows:

- a) To approve the minutes from **March 6, 2023, March 10, 2023, and March 23, 2023** City Council meetings.
- b) Acknowledge receipt of **January 2023 financial statement**.
- c) Acknowledge receipt of **February 2023 Purchasing Card statement**.

- d) Acknowledge receipt of **February 2023 Investment statement.**
- e) Acknowledge receipt of **March 2023 check register.**
- f) Approve Solid Waste **budget amendment #432023.**
- g) To approve **Change Order #1 for Safe Routes to School Project**, SRS-211E (026)ST a net deduction of **\$5,831.59** for the total contract price of \$300,061.71 and authorizing the mayor to sign all documents related to the closeout of said project.
- h) **Removed by Councilor Keith Baker.**
- i) **Removed by Councilor Keith Baker.**
- j) **To appoint Darren Tobey to the Historic Preservation Board.**
- k) **Removed by Councilor Keith Baker.**
- l) To accept the **resignation** from **Douglas Wright**, Laborer in the Parks and Recreation Department, effective April 4, 2023.
- m) To accept the **resignation** from **Andrew Craig**, Patrolman in the Police Department, effective March 21, 2023.
- n) To accept the **resignation** from **Anna Dominey**, PT Laborer (552) in the Parks and Recreation Department, effective March 9, 2023.
- o) To **hire Destinee Hutson, Tabor Robinson, Maggie Carter, Janene Conner and Salendia Melo as Lifeguards** in the Parks and Recreation Department at \$12.00 per hour effective May 1, 2023.
- p) To **promote Taylor Mootry**, PT Laborer (552) in the Parks and Recreation Department to PT Laborer (999) at \$11.13 hour effective March 20, 2023.
- q) To **promote Ashtin Hummingbird**, Cashier in the Managerial Department to Finance Support Assistant at \$35,000 annually, effective April 3, 2023.
- r) To **increase the rate of pay** for PT Laborer **Kendall Collins**, IT Department, from \$11.13 per hour to \$15.00 per hour, effective April 3, 2023.
- s) To **hire Hunter Jones**, Laborer in the Parks and Recreation Department at \$14.00 per hour, effective April 3, 2023.
- t) To **hire Amber Payton**, Cashier in the Managerial Department at \$33,000 annually, effective March 27, 2023.
- u) To **hire Margaret Wallace**, Deputy Municipal Court Clerk in the Municipal Court at \$34,000 annually, effective April 3, 2023.
- v) **Removed by Councilor Keith Baker.**

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Recognition of Years of Service for **April** employees by Mayor Catron

Sean Valdez, 15 yrs., Fire Department

Robert Bacon, 5 yrs., Police Department

Report from Library given by Cherokee Lowe

Report from Chamber of Commerce given by Nathan Reed

Report from Tour Tahlequah given by Gena McPhail

Report from Tahlequah Main Street Association given by Jamie Hale

REGULAR SESSION

6. Councilor Highers made a motion and Councilor Baker seconded to table **item (h)**, the **Legal Services Agreement with BJ Baker** for fiscal year 2023-2024, until May 1, 2023.

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

Councilor Baker made a motion and Council Highers seconded to table **item (i)**, the **Legal Services Agreement with John Tyler Hammons** for fiscal year 2023-2024, until May 1, 2023.

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

Councilor Long Made a motion and Councilor Ratliff seconded to approve **item (k)**, to approve the **Contract for Mowing Services with LawnStars Landscaping, LLC**.

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

Councilor Highers made a motion and Councilor Ratliff seconded to approve item (v) a **waiver** of the Purchasing Policy **competitive bidding requirements** and Section 7-105 of the City of Tahlequah Code of Ordinances and accept the lowest quote for **rebar material for Mission Park Project** from **Crimson Steel**.

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

7. Councilor Ratliff made a motion and Councilor Long seconded to approve the **Shriner Glow Golf Tournament** to be held on **April 22, 2023** at the **Riverlinks Golf Course** with a cost of \$5.00 per person which includes both green fees and cart rental.

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

8. Councilor Long made a motion and Councilor Ratliff seconded to approve **Resolution No. 04-03-23**, a resolution setting the salary, payments, and/or compensation for the Judge of the City of Tahlequah, Rachel Dallis.

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

9. Councilor Baker made a motion to approve item (9) with the contingency of owner using diagonal parking and installing a "hard surface". There was **no second** and **motion died**.

Councilor Ratliff made a motion and Councilor Long seconded to **approve, as presented**, the Planning Commission's recommendation to allow abutting property owner to **use public right-of-way for parallel parking** for property located at **202 E 5th Street**, Tahlequah, OK 74464.

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

10. Councilor Long made a motion and Councilor Ratliff seconded to approve the deny purchase of **budgeted item: a 24 yd rear load dumpster** from Scranton Mfg. Co. in the amount of \$222, 503.00 to replace current packer.

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

11. No action taken on the transition of the City of Tahlequah cell phone service from AT&T to T-Mobile.

12. Councilor Long made a motion and Councilor Ratliff seconded to exit Regular Session and enter into Executive Session at 6:31 p.m.

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

13. Meeting reconvened at 8:32 p.m.

14. No action taken regarding the pending claim against H&G Paving Contractors, Inc.

15. Councilor Ratliff made a motion and Councilor Highers seconded to approve, as presented, the 2023-2024 Contract with IAFF Local 4099.

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

16. Councilor Ratliff made a motion and Councilor Long seconded to approve, as presented, the Employment Agreement with Alan Chapman as Finance Director.

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

17. A mid-month meeting was set for April 17, 2023 at 5:30 p.m.

18. Meeting adjourned at 8:40 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
MONDAY, APRIL 17, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

A Public Notice of meeting was provided **April 6, 2023** at **2:35 p.m.** at 111 S. Cherokee Ave.
Tahlequah, OK.

ZOOM ID: 862 4443 1376 PASSWORD: 4560651

1. Meeting called to order by Mayor Catron at 5:33 pm.

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

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

Others Present:

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

3. Councilor Highers made a motion and Councilor Ratliff seconded to approve a waiver of the competitive bidding requirement of the **City Purchasing Policy** in accordance with **City Code 7-105**, and accept the quote, to be paid from the Storm Water Fund. Replacing **concrete boxes** for the collapsed bridge on **Hensley Drive** from Vendors **Oklahoma Precast and Cook Construction and Crane Service**.

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

4. Councilor Highers made a motion and Councilor Ratliff seconded to approve paying city employees for overtime related to the Christmas Parade, Red Fern Festival, and the Cherokee National Holiday.

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

5. Councilor Long made a motion and Councilor Highers seconded to approve the Police Department's use of Agency360 Power FTO to complete annual performance evaluations in lieu of current HR evaluation forms.

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

6. Councilor Ratliff made a motion and Councilor Long seconded to **exit Regular Session** and enter into **Executive Session** at 5:50 p.m.

Council entered back into **Regular Session** at **6:39 p.m.**

7. Councilor Ratliff made a motion and Councilor Long seconded to name **Michael Bates** as **Chief Negotiator** for the 2023-2024 fiscal year contract with **FOP Lodge 201**.

Vote: *Ayes: Ratliff, Long, Highers*

Nays: Baker

Motion carried

8. Meeting adjourned at **6:41 p.m.**



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

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

City of Tahlequah Working Fund Investments

As of March 31, 2023

BANK	AMOUNT	PERCENTAGE
Bank Accounts		
Reserve Operating Armstrong	\$2,731,822.75	3.0%
Streets & Sidewalks Armstrong	\$4,586,212.44	3.0%
General Fund Sweep Bank First	\$7,512,413.49	4.28%

BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
American Express Natl Bk	\$248,000.00	1.60%	3/4/2024
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Capital One Bk USA Natl Assn	214,000.00	3.30%	8/12/2024
Capital One Nat'l Assn McLean	\$31,000.00	3.40%	9/9/2024
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk Na Providence RI	\$241,000.00	3.25%	9/14/2023
Goldman Sachs Bank USA CD	\$200,000.00	2.60%	3/22/2024
Great Southn Bk Reeds Spring	\$249,000.00	4.65%	2/28/2025
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Morgan Stanley Private Bk Natl	\$238,000.00	4.60%	11/10/2023
Pinnacle Bank Nashville	\$249,000.00	2.50%	7/24/2023
Santander Bk Natl Assn	\$241,000.00	3.10%	3/14/2023
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Toyota FINL Svgs Bk Hend NV	\$200,000.00	2.40%	6/23/2023
Truist Bk Charlotte N C	\$244,000.00	4.25%	5/9/2023
UBS BK USA Salt Lake City UT	\$100,000.00	1.90%	5/10/2023
UBs BK USA Salt Lake City UT	\$150,000.00	2.85%	5/13/2024
Cash	\$277,000.00		
TOTAL	\$3,861,000.00		

COPY

ENGAGEMENT OF INDEPENDENT CONTRACTOR

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 31 Dynamic Group, LLC, hereinafter called the "Contractor" for the purpose of writing and administering grant funding and solicitation of private donations or other monies from individuals and foundations for the purpose of improving the City of Tahlequah and its various public trusts. The Contractor shall be authorized to represent the City regarding only matters pertaining to the purposes contained in this engagement letter. 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 City may, in its sole discretion, provide to the Contractor a list of needed improvements to the system, the approximate cost of the improvements and the priority of the improvements. The Contractor shall research the availability of funding and shall make recommendations to the governing board of the City. The City agrees to employ, if it is financially feasible and/or financially able, any necessary outside consultants, engineers, or professionals needed for the purposes of design or implementation of projects in which the City or its staff are not able or qualified to provide such services. This includes but is not limited professionally licensed and bonded engineers, architects, industry experts and the Oklahoma Department of Environmental Quality.

The City may, in its sole discretion, authorize the Contractor to complete funding applications based upon the funding available. The City shall commit any matching funds, leverage funds or in-kind labor and/or equipment for each funding application separately in open meeting of the City. The City authorizes the Contractor to execute documents by electronic signature in the submittal, processing and reporting of funded contracts or awards. The Contractor shall obtain written signatures from the appropriate authorizing official or employee of the City.

The Contractor shall be compensated in an amount not to exceed \$1,200.00 (Twelve Hundred Dollars) per application upon submittal of the application to the awarding agency/entity. The City agrees to compensate the Contractor by a fee not to exceed the amount designated for grant administration within the specific grant. The Contractor shall be responsible for administering and reporting for the award(s) in compliance with the terms and conditions of any award through the completion of the close-out process. Payment of fee shall be due and payable to the Contractor in the following manner unless designated differently by the specific grant: Forty percent (40%-first installment) of fee is due upon acceptance of the grant award and execution of funding contract by the City. Thirty percent (30%-second installment) of the fee is due upon the commencement of work under the terms and conditions of the funded project. Thirty percent (30%- third installment) of fee is due upon the completion of the funded project and close-out of the project. The Contractor may bill up to 5% of the remaining Sixty percent (60%-second & third installments) of the fee due each month until there remains 20% of the total fee until the project is completed and closed-out, at which time the remaining 20% shall be paid.

_____ Initials of City Representative(s) _____ Initials of Contractor Representative

The Contractor shall not bill nor is entitled to any sum of money above the total fee due for each award which may be terminated by the City or the funding agency for which the project is not completed. The Contractor shall only be entitled to the amount of the fee earned to the date of termination. In any situation where Contractor has withdrawn all of his or her fee, and the anticipated grant funds are not released to the City, in whole or part, Contractor agrees to repay such fees to the City only in the event of the Contractor's failure to perform his or her duties under the terms of this agreement. The City shall not be entitled to repayment of fees when the failure to complete the grant project and close-out is due to the failure of the City to perform its duties under the terms of the grant(s).

The City agrees that the payment of fees will not be paid from project funds received. It is expressly agreed that the Contractor is an independent contractor and not an employee of the City and is not considered an employee for the purposes of worker's compensation insurance, health insurance, unemployment benefits, retirement benefits or any other valuable consideration not stipulated in this engagement letter.

The Contractor shall be entitled to the recoupment of actual expenses in the performance of these duties. Actual expenses shall be limited to mileage at the IRS published rates when travel occurs, hotel, parking, postage, copy, printing & publishing of grant proposals per the terms of each grant.

It is expressly agreed that the City shall timely make available all information requested by the Contractor for the purposes of developing grant proposals, narratives and budgets. The City shall timely assist the Contractor with the compilation of information needed for post-award reporting to the funding agency. The Contractor shall use the information obtained for the purposes stated herein. The City shall timely comply with the terms and conditions of awards and contracts for funding with respect to paying of invoices, inspections, reporting, document retention and close-outs of grant processes as well as other requirements of funding awards.

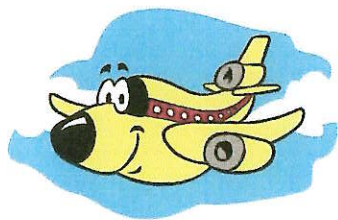
If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties, to the extent possible.

This agreement is made as of the ____ day of ____, 2023 and shall be effective until the 30th day of June, 2024. This agreement may be extended, amended or terminated upon the mutual agreement of the City and the Contractor. This agreement shall automatically renew until June 30 of the following year if at the expiration of this agreement, any grant projects remain outstanding or not closed-out. Such renewal will apply only to those projects which are incomplete at June 30. 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.

_____, Mayor


_____, Contractor

Whitney Shaw, City Clerk



COPY

WILLIAM MARVIN JOHNSON, LLC
P. O. Box 265
McCURTAIN, OKLAHOMA 74944
Tel: 405-590-1024 CELL



FY 2023-2024

This contract is between the CITY OF TAHLEQUAH, OK and the Firm of WILLIAM MARVIN JOHNSON, LLC and exists for the purpose of maintaining the Automated Weather station owned and operated by the city.

It is agreed that the AWOS system will be maintained in a manner to meet the operating standards listed in the current version of F.A.A. Advisory Circular Number 6560.13B and those recommended by the manufacture. This includes Tri-Annual visits to your airport when routine checks and maintenance to the system as recommended by the F.A.A. and the manufacturer.

Your weather station will be looked at and diagnosed for potential problems on our computer. We look at not only the information that appears on your terminal monitor, but at errors that are recorded in memory. Many of the problems that occur in a system can be corrected by this method. We will make every attempt to be at your sight within 48 hours, or less, to address other problems that are brought to our attention.

It is agreed to maintain the system for the sum of \$300.00 per month, paid monthly upon receipt of an invoice from this firm. (Payment may be made quarterly or annually if desired).

This amount includes travel expenses and hourly wages for Tri-Annual visits.

Should there be a bad circuit board or component that needs to be replaced and the city does not agree with the decision to replace it, standard service charges will apply if a return trip is necessary to address the same problem.

No labor charge will be made if the component is replaced during a routine check, or while another part of the system is being worked on.

Service calls are billed at the current government mileage rate and \$50.00 per hour. (Travel time is not billed at hourly rate, only actual hours worked on site apply.)

Damages caused by acts of nature such as, wind, water, hail, or lightning are not covered by this contract and cost of parts and service call rates will apply.

William Marvin Johnson

William Marvin Johnson, MGR.

CITY OF TAHLEQUAH, OK

COPY

CITY OF TAHLEQUAH
Legal Services Agreement

THIS AGREEMENT, made this 1st day of May, 2023 by and between the CITY OF TAHLEQUAH, OKLAHOMA, a municipal corporation (hereinafter called the "City"), and BJ Baker, an independent attorney, contracting for the prosecutorial duties of the City Attorney, and who hereinafter shall be referred to as "Prosecutor".

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

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

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

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

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

PERFORMANCE REQUIREMENTS OF CITY:

City Shall:

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

PERFORMANCE REQUIREMENTS OF PROSECUTOR:

The Prosecutor shall:

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

ADDITIONAL TERMS:

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

COMPENSATION:

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

NON-ASSIGNMENT PROVISION:

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

TERMINATION OF CANCELLATION CLAUSE:

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

STATUS OF THE PARTIES:

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

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

WAIVER OF LIABILITY:

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

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

Executed By:

CITY OF TAHLEQUAH

ATTORNEY

Sue Catron, Mayor

Date

Name

Date

Attest:

Whitney Shaw, City Clerk

COPY

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 20_____, by and between the **CITY OF TAHLEQUAH, OKLAHOMA**, an Oklahoma municipal corporation (the "City"), and **JOHN TYLER HAMMONS**, an independent attorney, (the "Attorney").

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

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

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

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

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

PERFORMANCE REQUIREMENTS OF CITY:

City shall:

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

PERFORMANCE REQUIREMENTS OF ATTORNEY:

The Attorney shall:

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

said cause, and perform such other services as may be required of him by the Mayor and Council.”

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

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

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

ADDITIONAL TERMS:

1. Information, data, opinions, and other instruments and communications are advisory, are not binding, and do not carry the force or authority of law.
2. All records generated in the course of fulfillment of this agreement are the property of, and shall be controlled by, the City.
3. The Attorney agrees that any information received by the Attorney during any furtherance of the Attorney’s obligation in accordance with this contract which concerns the personnel, financial, or other affairs of the City or its employees, officials, and any 3rd party with which the City conducts business will be treated by the Attorney in full confidence and will not be revealed to any other persons, firms, or organizations.
4. The City may from time to time request that the Attorney arrange for services of others. All costs to the Attorney for such services necessary for the execution of this contract will

be paid by the City, but in no event shall the Attorney employ others without the prior authorization of the City.

5. Prior to commencing work under this contract, Attorney shall acquire a malpractice insurance policy, as evidenced by a certificate of insurance submitted to the City, and shall maintain in continuous force and effect.

COMPENSATION:

1. The Attorney will receive Fifty Thousand Dollars (\$50,000.00) annually for fulfilling the duties and obligations of this Agreement to be paid in twelve (12) equal monthly installments together with amounts due for additional services rendered the previous month.
2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, reimbursement will be paid at the appropriate Federal GSA rate established at the time of travel.
3. During the term of this Agreement, if the City provides its non-uniform employees a base salary increase, then the City shall increase, but not decrease, the compensation of the Attorney by the same percentage. By way of example, if the City provides its non-uniform employee a two percent (2%) increase to base salary, the Attorney's compensation shall increase by two percent (2%). Such an adjustment shall be effective at the time and in the same manner as the compensation increase is granted to the City's non-uniform employees.

ASSIGNMENT PROVISION:

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

TERMINATION OR CANCELLATION CLAUSE:

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

STATUS OF THE PARTIES:

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

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

WAIVER OF LIABILITY:

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

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement in Cherokee County, Oklahoma, the day above first written.

CITY OF TAHLEQUAH

ATTORNEY

Suzanne Myers, Mayor

John Tyler Hammons

Attest:

Whitney Shaw, City Clerk

**CODEPAL RENEWAL AGREEMENT**

Codepal Toolkit,
by Sybatech, Inc.
P.O. Box 9047
Springfield, IL 62791

Telephone 217-787-1133
Facsimile 217-787-1171
www.Codepaltoolkit.com

COPY

Subscriber's Business Name and Address	City of Tahlequah	Primary Contact	Richard Coffron
	ATTN: Richard Coffron	Title	Building Inspector
	111 South Cherokee Street	Email Address	rcoffron@tahlequah.gov
	Tahlequah OK 74464	Contact phone #	(918)456-0651 Ext 2266
Mailing Address (if different with an email address)		Company Phone	(918)931-1953
		Offering Begin Date: July 1, 2023	
		Offering End Date: June 30, 2024	

CODEPAL RENEWAL AGREEMENT

Subscriber and Codepal agree that this CODEPAL RENEWAL AGREEMENT, dated April 20, 2023. Any definitions from the PROPOSAL AND PRODUCT OFFERING shall have the same meaning in this CODEPAL RENEWAL AGREEMENT.

Totals from Above		Managing Administrative User		Standard Client User		Read Only User		TOTAL
		Old	New	Old	New	Old	New	
		1	0	8	0	0	0	
	Codepal Annual Maintenance Support	This client falls under previous pricing model.						\$ 3400
Microsoft Azure Government	Production Database Hosting						\$ 1500	
Estimated Total							\$ 4900	
*** The fees listed herein are subject to change upon a Product Order Agreement, Contract or other written documentation duly executed by both parties (Subscriber and Codepal). ***								
Payment Terms					Year 2023			
	Annual Fees Total	1 year at \$ 4900 (four thousand nine hundred US Dollars)			\$ 4900			
There will be a 3% charge for credit card payments.								

Note: Additional User Subscriptions can be added and other pages to be developed may be defined and estimated for City of Tahlequah when appropriate at the then current price.

Each of the signatories below represents that he/she, on behalf of SUBSCRIBER and CODEPAL respectively, has the right and authority to execute this CODEPAL RENEWAL AGREEMENT and each party agrees to be bound by the same. In entering into this AGREEMENT, neither SUBSCRIBER nor CODEPAL is relying on any representation not specified in this CODEPAL RENEWAL AGREEMENT.

SUBSCRIBER:		CODEPAL Inc.	
By: _____ Authorized Signature		By: <u>Robert E. Lee Jr.</u> Authorized Signature	
Printed Name:		Printed Name:	Robert E. Lee
Title:		Title:	President
	Date:		Date: 04/20/2023

ALL PRODUCT OFFERING DEFINITIONS

Below provide definitions for the items listed in this CODEPAL RENEWAL AGREEMENT. Any agreements for the purchase of Subscriptions or Services shall be made via a written CODEPAL RENEWAL AGREEMENT between the parties.

Subscription Term: Commences on the date of installation and runs annually on that date for Subscription Use and for Maintenance Support.

Agreement Term. The parties may agree to one (1), two (2), or three (3) year annual agreement terms.

1.1 Users Definitions.

- a) **Managing Administrative User.** Highest level user for the Subscriber, with privileges to create accounts, set privileges for the Standard User. Codepal installation team will assist in the initial analysis and set up with Standard User-defined privileges.
- b) **Standard Client User.** This is a Subscriber defined user level with privileges defined by a Managing Administrative User.
- c) **Concurrent User.** This is a group of users who will share Codepal license(s). The permissions for this group are defined by the Managing Administrative User.

1.2 Local Services.

- a. **Codepal.** It is a windows application that is installed on a subscriber's device. This will include a local installation of SQL Server Express and a connection to the Codepal database.
- b. **Codepal Annual Maintenance and Support.** This may include a phone call with Codepal personnel. Codepal support is available Monday thru Friday, except for holidays, from 8:00 am to 5:00 pm CST. Our support number is 217-787-1133. A remote connection to Subscriber's desktop or device for troubleshooting an issue resolution may be required. We do not utilize voice automation or third-party vendors' assistance to provide our support.

1.3 Web Services.

- a. **Home.** A Subscriber's personal dashboard. This is a future enhancement with no availability date.
- b. **Preplan Viewer.** A web module in Codepal Toolkit allowing users to view in a browser the preplan information associated with an address. This module was designed for fire departments to use during fire calls on any Internet-connected device. If your Codepal database is hosted in AZCOM or AZGOV you will receive this product free of charge.
- c. **Preplan Editor.** A web module in Codepal Toolkit allowing users to edit the preplan information that appears in the Codepal Preplan Viewer. Preplan Editor users can edit all preplan information using any Internet-connected device. To use Preplan Editor your Codepal database must be hosted in AZCOM or AZGOV. This module and Codepal database hosting may be purchased as a subscription bundle. Or, if your Codepal database is already hosted in AZCOM or AZGOV, you may subscribe to this module separately.
- d. **Codepal Forms Development.** A web module in Codepal Toolkit. This module presents Subscriber's applications and payment options to the public and/or contractors.
- e. **Codepal Web.** The Codepal desktop version used, without installation, in an Internet browser. This module will provide all the functionality of the desktop version of Codepal and allows operation in all operating systems (OS) that allow Internet browsers. New functionality, upgrades to released functionality, and bug fixes will all take place seamlessly without the Subscribers intervention. A module specifically designed to aid Fire Departments when they are called to a fire. This list will display in a browser multiple fire calls though out a city or region. When a call is clicked in the Address Hotlist the Codepal Preplan Viewer information for that address will be displayed in a browser tab. Many fire call Preplan Viewer pages may be open at any time. This module is currently in development.

1.4 Up Front Costs

- a. **Analysis and On-Location Training.**
 - I. Initial analysis will include a two (2) day minimum at Subscriber Location. Codepal Team members prepare and interview, utilizing the Codepal Analysis and Configuration Methodology. This results in a detailed Analysis of Subscribers' needs. From this analysis, an Analysis and Recommendation Document will be created. Using this document Codepal will perform the Initial Configuration for your Codepal installation.
 - II. Initial training will include three (3) days minimum by Codepal Staff. Training will be conducted at Subscribers' Location with all Codepal users present.
- b. **Initial configuration and Set Up.** The Codepal Team will internally prepare the Initial configuration (based on the Analysis Phase [1.4.a]).

- I. **End-user documentation**, tailored specifically to your end-user's workflow. Additionally, the Codepal Toolkit software includes a Help Menu item and documentation built into the software.
- II. **End-User License Agreement**, may be found at URL: <https://tinyurl.com/y5guor92>.
- III. **Service Level Agreement (SLA)**, may be found at URL: <https://tinyurl.com/yxq687ek>.

1.6 Database Hosting.

- a. **Local Client Server Support**. If the Subscriber chooses to host the Codepal database on an SQL server local to Subscriber's network, then Codepal will offer support for the local Codepal database at a rate quoted in this document. Codepal will not provide support for Subscriber's SQL server.
- b. **Azure Government Cloud**. Azure Government (AZGOV) is a government-community cloud (GCC) designed to support government scenarios that require speed, scale, security, compliance, and economics for U.S. government organizations along with the uptime and economic benefits of AZCOM. It is separate in all aspects from the Azure Commercial Cloud (AZCOM) discussed below. Your data will be hosted in AZGOV, shielded by higher-level security and compliance requirements. AZGOV is in four (4) dedicated, hyper-secure data centers across the continental U.S. Only Federal, State, and Local governmental agencies can access AZGOV. Before you can access AZGOV your organization must certify with Microsoft that it is a U.S. Government entity. Codepal may help you through this process. Your data is your data and will never be shared with any other entity.
- c. **Azure Commercial Cloud**. Azure Commercial (AZCOM) is a public cloud-hosted in Microsoft data centers located around the world. Guaranteed uptime for the hosting SQL server is 99.95%. Hosting your data in AZCOM will allow you to eliminate the cost of owning and managing your own server and purchasing an expensive Microsoft SQL subscription. Your data is your data and will never be shared with any other entity.
- d. **Azure Data Usage**. Azure charges for data downloaded from the cloud. This is a variable charge based on data usage by your agency. This base fee is to cover the initial estimated data usage for your agency.

Microsoft Azure Government and Microsoft Azure Commercial Subscriptions comparison chart go to URL: <https://tinyurl.com/y22zgf2q>.

1.7 Collaborative Support

- a. **On-Location Support or Training**. Purchasing a product subscription provides an option to buy additional on-location support or training. On-location support and/or training may be scheduled in advance for both parties' convenience and will be an included line item within your annual support agreement. Options include annual on-location support for three thousand dollars (\$3000)/annually or every other year on-location support for one thousand five hundred dollars (\$1,500.00)/annually. A minimum of twenty-one (21) business days' notice to us is requested.
- b. **Refresher Training and New Hire Training**. Refresher training of current employees, training of New Hires and training of staff who are hired into or promoted to a position that utilizes Codepal Toolkit will be billed at the then-current pricing for a minimum of a two (2) hour online training session for no more than five (5) people per two (2) hour training session. *The current estimated rate is three hundred dollars (\$300.00) per hour with a (2) hour minimum.*

Refresher Training requirements: Before training is scheduled, it requires a backup of your organization's Codepal Toolkit database. We will review your database and tailor our training based on your organization's use of Codepal Toolkit.

If requested within ten (10) business days of a training session, a fifteen (15) minute Question/Answer session regarding Codepal Toolkit may be held with our staff. This session is FREE of charge.

Note: If it is determined by Codepal staff that on-location training of current, new, and/or promoted staff is necessary to ensure proper training in Codepal Toolkit best practices, they will contact you and arrange an on-location training contract.

- c. **Additional Development**. Also, with your purchase of Codepal Toolkit, we will, *per your request*, provide you with additional Software development services including, but not limited to, customized modules, additional reporting features, and any other software development not included as an existing element of the current version of the product(s). You will be invoiced at the then-current pricing for additional development at a minimum hourly rate. Prior to our staff commencing development services, an Order Form, Schedule, or additional documentation outlining the additional development will need to be duly executed by the parties.

1. Notes or Summary on location with and during Codepal Toolkit Meeting with Subscriber.

Not used

-- End --

April 18, 2023

Honorable Mayor and Members of the City Council
City of Tahlequah
111 South Cherokee
Tahlequah, OK 74464

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Tahlequah (the City) continues to express its confidence in our firm and our state and local government expertise by requesting this engagement letter. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Tahlequah management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Tahlequah contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Tahlequah are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Tahlequah, Oklahoma as of and for the year ended June 30, 2023. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Tahlequah, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$45,000 - \$55,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. As noted above, Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Tahlequah.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Tahlequah:

By: _____

Title: _____

Date: _____



COPY

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	Served Customer Location:
Name: City of Tahlequah Street: City Hall 111 S Cherokee City: Tahlequah State: OK Zip: 74464 Contact Name: Contact Email: Contact Phone: Invoice Email: blambert@tahlequah.gov	Name: Tahlequah Municipal Airport - TQH Street: 2100 Airport Parkway City: Tahlequah State: OK Zip: 74464 Contact Name: Brian Lambert Contact Email: blambert@tahlequah.gov Contact Phone: 918-431-4139 / 918-708-5600

The Effective Date of this Agreement starts on 5/1/23.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
☐ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☒ Data Services – NADIN	Modem
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☐	Select	Select	Select	
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Semi Annual	



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	\$ 1,100.00	Annually
Pricing Year Two	\$	Select
Pricing Year Three	\$	Select
Pricing Year Four	\$	Select
Pricing Year Five	\$	Select
Contract Total	\$ 1,100.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day



DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- ☐ Airfield Lighting Statement of Work
- ☐ AWOS & Navaid Statement of Work
- ☒ Data Services Statement of Work
- ☒ DBT Terms and Conditions
- ☐ RWIS Maintenance Statement of Work
- ☐ Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By:

Title: CEO/COO

Date:

Contracted Party

By:

Title:

Date:



Oklahoma Production Center
216 West Ave. • P.O. Box 774 • Tahlequah, OK 74465
Administrative Offices & Herb Rozell Center (918) 456-1929

COPY

Fax # (918) 456-1969
OPCdd@sbcglobal.net

Executive Director,
Daniel Perry

CONTRACT FOR SERVICES

This contract is hereby entered into between:

The City of Tahlequah and Oklahoma Production Center f/t Developmentally Disabled to provide a City-Wide Recycling Program

LOCATION: Tahlequah Recycle Drop Off, 1851 North Douglas Boulevard Tahlequah, OK 74464

CONTACT PERSON: Chris Armstrong

PHONE NUMBER: 918-931-1957

Contract Period: Yearly with option to automatically renew by agreement by both parties

The Oklahoma Production Center agrees to provide recycling services at a rate of \$1,666.67 per month, due by the 10th of each month.

This contract may be canceled by either party upon receipt of thirty (30) days written notice. All invoices 30 days past due will be assessed at a 10% late charge fee. All invoices not paid in full within 45 days will have services discontinued.

Frequency of service:

6 days per week

Monday – Friday 8:00am – 4:00pm

Saturday – 9:00am-3:00pm

OPC will coordinate with the City Sanitation designated contact person for days closed due to Holidays.



Oklahoma Production Center
216 West Ave. • P.O. Box 774 • Tahlequah, OK 74465
Administrative Offices & Herb Rozell Center (918) 456-1929

Fax # (918) 456-1969
OPCdd@sbcglobal.net

Executive Director,
Daniel Perry

SCOPE OF SERVICE:

- The Oklahoma Production Center will provide no fewer than 3 personnel to sort and process recyclable materials at a designated recycling location open to the public. OPC personnel will assist customers with unloading recyclable materials, sorting them into appropriate containers and bale materials according to manufacturer's recommendations. OPC agrees to keep the work areas clear of hazards. OPC will load all recyclable material into appropriate holding areas including trailers for transport.
- The City of Tahlequah agrees to provide adequate and safe physical space (heated and cooled) for OPC personnel to perform the duties necessary to complete the job, baler machines, the use of a loader, and all materials needed to properly complete the necessary duties.

ADDITIONAL:

OPC will hold harmless the city of any liability because of any activity or action on behalf of OPC or any other participants.

Acquire and file a copy with the City of Tahlequah a liability policy to include workman's compensation for all OPC personnel with a minimum coverage not less than one hundred thousand dollars (\$100,000) per claimant and one million dollars (\$1,000,000) per single occurrence or accident or such amount as the City may be liable for under the Government Tort Claims Act.

First Party

Tahlequah City Authorized Agent

Date: _____

Second Party



Daniel Perry, Executive Director

Date: 4/11/23



Oklahoma Production Center
216 West Ave. • P.O. Box 774 • Tahlequah, OK 74465
Administrative Offices & Herb Rozell Center (918) 456-1929

COPY

Fax # (918) 456-1969
OPCdd@sbcglobal.net

Executive Director,
Daniel Perry

CONTRACT FOR SERVICES

This contract is hereby entered into between:

The City of Tahlequah and Oklahoma Production Center f/t Developmentally Disabled to provide a City-Wide Road Litter Pickup

LOCATION: City Bypass Highways 51, 62, 82 collectively known as Bertha Parker Bypass

CONTACT PERSON:

PHONE NUMBER:

Contract Period: Yearly with option to automatically renew by agreement by both parties.

The Oklahoma Production Center agrees to provide Road Litter Pickup at a rate of **\$2300.00** per month, due by the 10th of each month.

This contract may be canceled by either party upon receipt of thirty (30) days written notice. All invoices 30 days past due will be assessed at a 10% late charge fee. All invoices not paid in full within 45 days will have services discontinued.

Frequency of service:

Monthly with consecutive days of service until completion, weather permitting.

SCOPE OF SERVICE:

- OPC will clean trash litter for 220 acres on the Tahlequah Bypass monthly.
- OPC will coordinate with the Street Department on what days are needed to coincide with mowing or any other events to ensure the areas are free of litter.
- Litter Pickup includes removing all litter within the public right-of-way.
- Litter will be defined as any item of debris, no matter what material, or how objectionable, (e.g., cans, bottles, coffee cups, cigarette packs, batteries, food wrappers, etc.). Litter will also include other illegally dumped materials such as building materials and landscape debris up to 24 inches



Oklahoma Production Center
216 West Ave. • P.O. Box 774 • Tahlequah, OK 74465
Administrative Offices & Herb Rozell Center (918) 456-1929

Fax # (918) 456-1969
OPCdd@sbcglobal.net

Executive Director,
Daniel Perry

in any dimension and any individual item weighing less than forty pounds. Dead animals and larger items such as furniture, appliances, vehicle tires, etc., are not included. OPC will notify the Street Department when non-litter items are encountered and the location.

- OPC will transport all litter removed from the rights-of-way to the Tahlequah City Sanitation at no charge to OPC. Trash bags for litter pickup will be provided by the City of Tahlequah.

ADDITIONAL:

OPC will hold harmless the city of any liability as a result of any activity or action on behalf of OPC or any other participants.

Acquire and file a copy with the City of Tahlequah a liability policy to include workman's compensation for all OPC personnel with a minimum coverage not less than one hundred thousand dollars (\$100,000) per claimant and one million dollars (\$1,000,000) per single occurrence or accident or such amount as the City may be liable for under the Government Tort Claims Act.

First Party

Tahlequah City Authorized Agent

Date: _____

Second Party



Daniel Perry,
Executive Director

Date: 4/11/23

**INDEPENDENT CONTRACTOR
AGREEMENT**

COPY

THIS AGREEMENT (the "Agreement") is being made on 07/01/2023, by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the "**CLIENT**"), and Mike Palmer, located at 15935 Hwy 51, Tahlequah, Oklahoma 74464 (the "**CONTRACTOR**"). The full name, address, email address and phone number of both parties appear again at the end of this document.

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

WORK TO BE PERFORMED: CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2023 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

Golf Course (Riverlinks)

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

Ball Fields (Anthis-Brennan, Phoenix Park)

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

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

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

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

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

Compensation Terms:

Total Annual Compensation Amount: \$40,685

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

Compensation Schedule: Bi-monthly

Compensation Method: Check by mail

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION: The CONTRACTOR shall defend, indemnify, hold harmless, and ensure the

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

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

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

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

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

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

such attorney's fees, costs, and expenses, as well as specific provisions for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

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

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

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

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

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

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

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

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

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

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this
_____ day of _____, 2023__.

BY CLIENT:

Mayor Suzanne Myers

Attest: _____
City Clerk Whitney Shaw

(SEAL)

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

BY CONTRACTOR:

Mike Palmer

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

INDEPENDENT CONTRACTOR

This AGREEMENT (the "Agreement") is being made on 07/01/2023, by and between City of Tahlequah, located at 111 S Cherokee, Tahlequah, Oklahoma 74464 (the **CLIENT**), and Richard Smith, located at 11630 W 675 Rd, Hulbert Oklahoma 74441 (the **"CONTRACTOR"**). The full name, address, email address and phone number of both parties appear again at the end of this document.

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

WORK TO BE PERFORMED. CONTRACTOR hereby agrees to work for CLIENT as an independent contractor, providing the services described below starting on or about 07/01/2023 and for an indefinite period thereafter, until CONTRACTOR's services are no longer needed by CLIENT. The CLIENT shall have the right to terminate CONTRACTOR's services at any time it deems appropriate provided CLIENT complies with the relevant notice provisions of this Agreement. The CONTRACTOR agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude or achieve the following duties and responsibilities ("Description of Services"):

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

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

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

payments have been made.

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

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

Compensation Terms: \$350 per grave opening/closing

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

Compensation Schedule: Monthly

Compensation Method: Check by mail or in person

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The AGREEMENT entered between the CLIENT and CONTRACTOR under the terms herein this 30 day of MARCH, 2023.

BY CLIENT:

Mayor

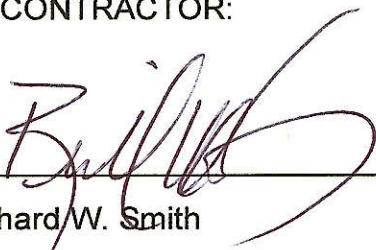
Attest: _____

City Clerk

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

Client Phone Number: 918-456-0651

BY CONTRACTOR:



Richard W. Smith

Contractor Address: 11630 W 675 Rd Hulbert, OK 74441

Contractor Phone Number: 918-931-8963

SCHOOL RESOURCE OFFICER AGREEMENT
Tahlequah Public Schools and City of Tahlequah

COPY

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

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

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

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

City of Tahlequah Responsibility:

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

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

Tahlequah Public Schools Responsibility:

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

General Provision:

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

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

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

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

Mayor, City of Tahlequah

Attested by Tahlequah City Clerk

COPY

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT made this 1st day of July, 2023, (the "Agreement") by and between Waste Management of Oklahoma, Inc. ("WM"), and The City of Tahlequah (the "Customer").

WITNESSETH:

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

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

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

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

1. DEFINITIONS

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

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

2. SCOPE OF SERVICE

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

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

3. TERM OF CONTRACT

This Agreement shall take effect on July 1st, 2023 (the "Effective Date") and shall continue for until June 30, 2024 (the "Term"). This Agreement may be renewed upon the mutual written agreement of the parties for additional terms of one (1) year each.

4. RATES AND PAYMENTS

- (a) The disposal rate that WM shall charge the Customer for receiving and/or landfilling of Acceptable Waste delivered to the Disposal Facility under this Agreement is \$28.87 per ton ("Base Rate") plus the applicable state of Oklahoma fee, which is currently \$1.25 per ton. Commencing on July 1 2024, and continuing annually on each July 1 thereafter, the Base Rate shall be increased by the average monthly increase in the Consumer Price Index, US City Average for All Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100 (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") during the twelve most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- (b) The Customer warrants that it is exempt from all sales tax, and that WM shall not assess sales tax on its services under this Agreement.
- (c) WM may adjust the Base Rate to account for increased costs resulting from Uncontrollable Circumstances. Uncontrollable Circumstances shall mean an act, event or condition (excluding those which result from the willful or negligent action or inaction of WM) occurring during the term that has or will affect WM's costs of performing the services, but only if such act, event or condition is beyond the reasonable control of WM. Uncontrollable Circumstances shall include, but are not limited to, the following: imposition of new or increased fees, surcharges, or taxes by local, state, or federal agencies or governments; an act of God; and governmental restraint of trade. WM will provide written notice to the Customer of such Uncontrollable Circumstance and associated adjustment.
- (d) WM will invoice the Customer by the tenth (10th) day of each month for all Acceptable Waste deliveries during the previous month. The Customer shall pay WM within thirty (30) days after invoice date. The Customer shall pay WM interest on all past due invoices at the rate of one and one-half percent (1½ %) per month. If the Customer fails to pay invoices within 60 days of the invoice date, then WM has the discretion to terminate this Agreement for cause on seven days' written notice to the Customer.

5. INDEMNIFICATION

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

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

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

6. INSURANCE

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

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

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

7. DEFAULT AND TERMINATION

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

8. GENERAL PROVISIONS

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

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

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

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

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

To the Customer:

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

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

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

CITY OF TAHLEQUAH

By: _____

Its: _____

WASTE MANAGEMENT OF OKLAHOMA, INC.

By: *Rick Losa*

Rick Losa

Its: Public Sector Director

LEASE AGREEMENT

THIS LEASE AGREEMENT by and between Northeastern State University/Regional University System of Oklahoma ("*Owner*") and City of Tahlequah ("*Tenant*");

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

1. Premises. Owner hereby leases to Tenant and Tenant leases from Owner the following (the "Premises")

A tract of land in the Original Townsite of Tahlequah, more particularly described as follows: The North 90 feet of Lot 6, Block 41, Original Townsite, City of Tahlequah, Cherokee County, State of Oklahoma.

2. Initial Term, Renewal. The initial term of this agreement shall be for **25 (twenty-five)** years commencing April 3, 2023, and expiring April 3, 2048 (the "*Initial Term*"). Unless terminated by the Owner as set forth below, this agreement shall then continue from year to year. The Owner may terminate at the expiration of the Initial Term or any renewal Term by giving written notice at least thirty (30) days prior to the expiration of the then current Term. Said term shall be sufficient for Tenant to recoup costs associated with intended use in Section 5.
3. Rental. Tenant shall pay to Owner one lump sum of twenty-five dollars (\$25.00) for the entire initial term of the lease and \$25 per year for each year thereafter.
4. Acceptance of Property. The Tenant acknowledges that the Owner has not made representations as to the condition of the Property located thereon.
5. Use of Premises. Tenant shall, subject to the approval of Owner, demolish the existing block structure and construct a Parking Area, at Tenant's sole cost, on the Property to be used by the public. At the end of the Lease, the Parking Area or any other structure or facility built by Tenant shall revert to Owner at no cost to Owner.
6. Assignment, Subletting. The Tenant shall not assign this Lease Agreement in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Tenant, and the agents, contractors, grantor and grantees, and servants of the Tenant, without prior written approval of the Owner.
7. Maintenance of Property. Tenant agrees to maintain the Property in good condition during the continuance of this Lease Agreement, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees or of any person on the Premises with the express permission of the Owner. Costs for repair of replacements to Premises due to misuse or negligence by an employee of Tenant shall be the responsibility of Tenant.

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

hereunder shall be addressed as follows:

If to Owner: Regional University System of Oklahoma for the use and benefit of:
And: Northeastern State University
601 N Grand Avenue
Tahlequah, OK 74464

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

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

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

NORTHEASTERN STATE UNIVERSITY

By: _____
NSU President Date

CITY OF TAHLEQUAH

By: _____
Mayor, City of Tahlequah Date

By: _____
City Clerk, City of Tahlequah Date

By: _____
City Attorney, City of Tahlequah Date

COPY



TRANSFER/ASSIGNMENT OF HANGAR LEASE AT TAHLEQUAH REGIONAL AIRPORT

(To be attached to Existing Lease Document)

This is to serve as a request to the City of Tahlequah for approval of the transfer or assignment between the parties named below of an existing lease for a Hangar site located at Tahlequah Regional Airport:

- Hangar Lease Site # 14
- From (current lessee) (Name{s}) TREY PIERCE
(Street) 17150 E 650 RD
(City/State/Zip) TAHLEQUAH, OK 74464
(Signature) 
- To (new lessee) (Name{s}) STEVEN JOHNSON
(Street) PO BOX 1221
(City/State/Zip) SALINA, OK 74365
(Signature) 

The new lessee by signature above, confirms that it has read and understood the Tahlequah Regional Airport Hangar lease agreement, and agrees to abide fully with all terms and conditions of the lease.

This document, upon execution by the City, will serve as acknowledgement by the City of Tahlequah of the transfer or assignment of the above aircraft hangar site lease on the date below and this record will be made a permanent addendum to said lease.

Approved by action of the Tahlequah City Council, this ____ day of _____

By: _____
Mayor

Attest: _____
City Clerk



TRANSFER/ASSIGNMENT OF HANGAR LEASE AT TAHLEQUAH REGIONAL AIRPORT

(To be attached to Existing Lease Document)

This is to serve as a request to the City of Tahlequah for approval of the transfer or assignment between the parties named below of an existing lease for a Hangar site located at Tahlequah Regional Airport:

➤ Hangar Lease Site # 14

➤ From (current lessee)

(Name{s})

(Street)

(City/State/Zip)

(Signature)

Gale Rye
1202 So Muskogee
Tahlequah OK
Gale Rye

➤ To (new lessee)

(Name{s})

(Street)

(City/State/Zip)

(Signature)

Trey Pierce
17150 E 650 RD
Tahlequah, OK 74464
Trey Pierce

The new lessee by signature above, confirms that it has read and understood the Tahlequah Regional Airport Hangar lease agreement, and agrees to abide fully with all terms and conditions of the lease.

This document, upon execution by the City, will serve as acknowledgement by the City of Tahlequah of the transfer or assignment of the above aircraft hangar site lease on the date below and this record will be made a permanent addendum to said lease.

Approved by action of the Tahlequah City Council, this

day of

1st August, 2012

By:

Se Giff

Mayor

Attest:

Wagshaw

City Clerk



14

CITY OF TAHLEQUAH REGIONAL AIRPORT PRIVATE HANGER LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and (name & address: Gale Bogle), herein referred to as Lessee: 1302 S. Muskogee Tahlequah OK 74464

Lessor is the owner of an airport known as Tahlequah Regional Airport at Tahlequah, Oklahoma, herein referred to as the airport.

Lessee desires to obtain at the airport a ground lease for a lot of size 50' x 50' (size of hanger and private parking) and more specifically described as Lot# 74 as shown in Attachment "A" and made a part hereof.

Lessor does hereby lease to Lessee the property described above together with such rights and privileges as are set forth in this agreement for a period of twenty-five (25) years from date, and renewable annually thereafter, upon the following terms and conditions.

RENTALS AND CHARGES

Lessee agrees to pay Lessor for the use of the premises, facilities, rights, and privileges granted hereunder, rental charges in the amount of \$ 150.00 annually, due on or before June 30th of each lease year and computed as: square feet of hanger site (width x depth) x \$.06/sq.ft./yr. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease or any renewal thereof, provided that such increases shall not exceed \$.014 /sq.ft. during any five (5) year period of the term of this lease.

USE OF AIRPORT

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

USE OF LEASED PROPERTY

Primary Use

Lessee acknowledge and agrees to primary use of the property leased hereunder is for aircraft shelter and storage, and will occupy and use the leased premises for such purpose.

Construction of Hangars

If, at the time of this agreement, a hangar appropriate for the shelter and storage of aircraft does not exist on the premises leased, the Lessee will construct, or cause to be constructed on the premises such a hangar. Lessee agrees that all costs and expenses for construction of new hangars shall be the Lessee's sole responsibility; any exceptions to be placed in writing and agreed upon between the Lessor and Lessee.

Lessee agrees that construction of hangars shall not commence until written authorization is obtained from the Lessor, such authorization not to be unreasonably withheld but may be contingent on approval of plans and specifications considered by the Lessor to be necessary. Hangar construction shall be completed no later than six (6) calendar months from the date of such authorization.

Further, it is understood and agreed that restrictions regarding the type of hangars to be built are: the minimum and maximum size of any single-unit hangar shall be forty (40) feet wide by thirty (30) feet deep, and fifty (50) feet wide by fifty (50) feet deep, respectively. The minimum and maximum size of any hangar designed to provide multiple-units for the storage of aircraft shall be specified according to the request and plans submitted to the Lessor and as may be authorized on a case-by-case basis. Every hangar, whether single-unit or multiple-unit, shall maintain a twenty-five (25) foot frontal set-back from the adjoining taxiway and a ten (10) foot lateral and twenty (20) foot rearward separation from any adjacent structure.

All hangars constructed shall further meet the following minimum specifications: all exterior surfaces, minimally consisting of a roof and three (3) sidewalls, shall be of baked-on colored enamel metal; each hangar shall contain a well-drained floor made of concrete or asphalt; and an asphalt or concrete ramp shall connect each hangar to adjacent taxiway, ramp equally as wide as hangar door. All new hangar construction from this date will have "O" clearance doors on the front, not to exceed the width of hangar open or closed.

Modifications and Repair of Damage

In the event of damage, destruction, or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace, or rebuild the same, at Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to

such damage. Lessee further agrees that planned improvements, modifications, or alternatives for hangar construction, whether subsequent to a damage event or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

Utilities

Utility service to the leased premises, including, but not limited to, water, gas, and electrical power, shall be installed and maintained at the sole risk and expense of the Lessee. Lessor may, at its option, install or cause to be installed, utilities for the purpose of servicing multiple hangars, and the Lessee of a premises so affected, agrees to pay Lessor a one-time charge as additional rent for its pro-rata share of lessor's cost of installation.

Maintenance

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

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

PERSONAL PROPERTY

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

ASSIGNMENT AND SUBLETTING

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

TERMINATION OF LEASE

By Lessor

In the event that Lessee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this agreement, Lessor may give written notice, sent by registered mail, to Lessee to correct such condition or default. If Lessee does not commence and use diligence to correct such condition or default for thirty (30) days after receipt of such notice, Lessor may, at its option, and after the lapse of said thirty (30) day period, terminate this lease agreement by giving ten (10) day notice, and the term of this agreement shall thereupon cease and expire at the end of the ten (10) day period. No default on the part of the Lessee shall be deemed to continue so long as Lessee shall have promptly and diligently taken action to correct the same. Further, the Lessor may, as an alternative to termination of this agreement as provided herein, abate or correct the default or condition as set forth in Lessor's notice to Lessee of same, and may do so at the expense of the Lessee, and said expense shall be paid by Lessee as additional rent within thirty (30) days following the date of receipt by Lessee of an invoice for the reasonable expenditure by the Lessor. Further the Lessor may cancel this agreement for any reason whatsoever upon sixty (60) days prior written notice to the Lessee.

By Lessee

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

INDEMNIFICATION OF LESSOR

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

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

EFFECT OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this agreement on the 1st day of the 1st Jan month in the year 2020.

THE CITY OF TAHLEQUAH, OKLAHOMA, A MUNICIPAL CORPORATION

By: _____

X Lela Bogle
(LESSEE)

ATTEST:

[Signature]



COPY



TRANSFER/ASSIGNMENT OF HANGAR LEASE AT TAHLEQUAH REGIONAL AIRPORT

(To be attached to Existing Lease Document)

This is to serve as a request to the City of Tahlequah for approval of the transfer or assignment between the parties named below of an existing lease for a Hangar site located at Tahlequah Regional Airport:

- Hangar Lease Site # 32
- From (current lessee) (Name{s}) Larry Stanton
(Street) PO Box 817
(City/State/Zip) Locus Grove Oklahoma 74352
(Signature) [Signature]
- To (new lessee) (Name{s}) Iuri Galis
(Street) 2225 Avian Way
(City/State/Zip) Oklahoma City, Ok 73170
(Signature) [Signature]

The new lessee by signature above, confirms that it has read and understood the Tahlequah Regional Airport Hangar lease agreement, and agrees to abide fully with all terms and conditions of the lease.

This document, upon execution by the City, will serve as acknowledgement by the City of Tahlequah of the transfer or assignment of the above aircraft hangar site lease on the date below and this record will be made a permanent addendum to said lease.

Approved by action of the Tahlequah City Council, this ____ day of _____

By: _____
Mayor

Attest: _____
City Clerk

#32

P.O. Box 817 Home 918-598-3229
Sacrat Grove, Ok, 74352 call 918-629-2518

CITY OF TAHLEQUAH REGIONAL AIRPORT PRIVATE HANGER LEASE AGREEMENT

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

Lessor is the owner of an airport known as Tahlequah Regional Airport at Tahlequah, Oklahoma, herein referred to as the airport.

Lessee desires to obtain at the airport a ground lease for a lot of size 50 x 50 (size of hanger and private parking) and more specifically described as Lot# 32 as shown in Attachment "A" and made a part hereof.

Lessor does hereby lease to Lessee the property described above together with such rights and privileges as are set forth in this agreement for a period of twenty-five (25) years from date, and renewable annually thereafter, upon the following terms and conditions.

RENTALS AND CHARGES

Lessee agrees to pay Lessor for the use of the premises, facilities, rights, and privileges granted hereunder, rental charges in the amount of \$ 150.00 annually, due on or before June 30th of each lease year and computed as: square feet of hanger site (width x depth) x \$.06/sq.ft./yr. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease or any renewal thereof, provided that such increases shall not exceed \$ 10.00/sq.ft. during any five (5) year period of the term of this lease.

1 cent

USE OF AIRPORT

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

USE OF LEASED PROPERTY

Primary Use

Lessee acknowledge and agrees to primary use of the property leased hereunder is for aircraft shelter and storage, and will occupy and use the leased premises for such purpose.

Construction of Hangars

If, at the time of this agreement, a hangar appropriate for the shelter and storage of aircraft does not exist on the premises leased, the Lessee will construct, or cause to be constructed on the premises such a hangar. Lessee agrees that all costs and expenses for construction of new hangars shall be the Lessee's sole responsibility; any exceptions to be placed in writing and agreed upon between the Lessor and Lessee.

Lessee agrees that construction of hangars shall not commence until written authorization is obtained from the Lessor, such authorization not to be unreasonably withheld but may be contingent on approval of plans and specifications considered by the Lessor to be necessary. Hangar construction shall be completed no later than six (6) calendar months from the date of such authorization.

Further, it is understood and agreed that restrictions regarding the type of hangars to be built are: the minimum and maximum size of any single-unit hangar shall be forty (40) feet wide by thirty (30) feet deep, and fifty (50) feet wide by fifty (50) feet deep, respectively. The minimum and maximum size of any hangar designed to provide multiple-units for the storage of aircraft shall be specified according to the request and plans submitted to the Lessor and as may be authorized on a case-by-case basis. Every hangar, whether single-unit or multiple-unit, shall maintain a twenty-five (25) foot frontal set-back from the adjoining taxiway and a ten (10) foot lateral and twenty (20) foot rearward separation from any adjacent structure.

All hangars constructed shall further meet the following minimum specifications: all exterior surfaces, minimally consisting of a roof and three (3) sidewalls, shall be of baked-on colored enamel metal; each hangar shall contain a well-drained floor made of concrete or asphalt; and an asphalt or concrete ramp shall connect each hangar to adjacent taxiway, ramp equally as wide as hangar door. All new hangar construction from this date will have "O" clearance doors on the front; not to exceed the width of hangar open or closed.

Modifications and Repair of Damage

In the event of damage, destruction, or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace, or rebuild the same, at Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to

such damage. Lessee further agrees that planned improvements, modifications, or alternatives for hangar construction, whether subsequent to a damage event or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

Utilities

Utility service to the leased premises, including, but not limited to, water, gas, and electrical power, shall be installed and maintained at the sole risk and expense of the Lessee. Lessor may, at its option, install or cause to be installed, utilities for the purpose of servicing multiple hangars, and the Lessee of a premises so affected, agrees to pay Lessor a one-time charge as additional rent for its pro-rata share of lessor's cost of installation.

Maintenance

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

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

PERSONAL PROPERTY

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

ASSIGNMENT AND SUBLETTING

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

TERMINATION OF LEASE

By Lessor

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

By Lessee

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

INDEMNIFICATION OF LESSOR

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

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

EFFECT OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this agreement on the 7th day of the 12th month in the year 2020
Dec

THE CITY OF TAHLEQUAH, OKLAHOMA, A MUNICIPAL CORPORATION

By: *[Signature]*

[Signature]
(LESSEE)

ATTEST:

[Signature]





COPY

TRANSFER/ASSIGNMENT OF HANGAR LEASE AT TAHLEQUAH REGIONAL AIRPORT

(To be attached to Existing Lease Document)

This is to serve as a request to the City of Tahlequah for approval of the transfer or assignment between the parties named below of an existing lease for a Hangar site located at Tahlequah Regional Airport:

- Hangar Lease Site # 33
- From (current lessee) (Name{s}) Ronald Osentowski
(Street) 17164 E 680 Rd
(City/State/Zip) Tahlequah OK
(Signature) Ronald Osentowski
- To (new lessee) (Name{s}) Trey Pierce
(Street) 17150 E 650 Rd
(City/State/Zip) Tahlequah OK 74464
(Signature) Trey Pierce

The new lessee by signature above, confirms that they have read and understood the Tahlequah Regional Airport Hangar lease agreement, and agrees to abide fully with all terms and conditions of the lease.

This document, upon execution by the City, will serve as acknowledgement by the City of Tahlequah of the transfer or assignment of the above aircraft hangar site lease on the date below and this record will be made a permanent addendum to said lease.

Approved by action of the Tahlequah City Council, this ____ day of _____

By: _____
Mayor

Attest: _____
City Clerk

CITY OF TAHLEQUAH MUNICIPAL AIRPORT PRIVATE HANGER LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and (name & address: Ronald Ose Tawls - 17164 E 680 Rd,
herein referred to as Lessee. Tahlequah OK 74464

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

Lessee desires to obtain at the airport a ground lease for a lot of size 50' x 50' (size of hanger and private parking) and more specifically described as Lot# 27 as shown in Attachment "A" and made a part hereof.

Lessor does hereby lease to Lessee the property described above together with such rights and privileges as are set forth in this agreement for a period of 25 years from date, and renewable annually thereafter, upon the following terms and conditions.

RENTALS AND CHARGES

Lessee agrees to pay Lessor for the use of the premises, facilities, rights, and privileges granted hereunder; rental charges in the amount of \$ 150.00 annually, due on or before June 30th of each lease year and computed as: square feet of hanger site (width x depth) x \$.06/sq.ft./yr. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease or any renewal thereof, provided that such increases shall not exceed \$.618/sq.ft. during any 5- year period of the term of this lease.
1 cent

USE OF AIRPORT

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

USE OF LEASED PROPERTY

Primary Use

Lessee acknowledge and agrees to primary use of the property leased hereunder is for aircraft shelter and storage, and will occupy and use the leased premises for such purpose.

Construction of Hangars

If, at the time of this agreement, a hangar appropriate for the shelter and storage of aircraft does not exist on the premises leased, the Lessee will construct, or cause to be constructed on the premises such a hangar. Lessee agrees that all costs and expenses for construction of new hangars shall be the Lessee's sole responsibility; any exceptions to be placed in writing and agreed upon between the Lessor and Lessee.

Lessee agrees that construction of hangars shall not commence until written authorization is obtained from the Lessor, such authorization not to be unreasonably withheld but may be contingent on approval of plans and specifications considered by the Lessor to be necessary. Hangar construction shall be completed no later than 6 calendar months from the date of such authorization.

Further, it is understood and agreed that restrictions regarding the type of hangars to be built are: the minimum and maximum size of any single- unit hangar shall be forty (40) feet wide by thirty (30) feet deep, and fifty (50) feet wide by fifty (50) feet deep, respectively. The minimum and maximum size of any hangar designed to provide multiple- units for the storage of aircraft shall be specified according to the request and plans submitted to the Lessor and as may be authorized on a case- by- case basis. Every hangar, whether single- unit or multiple- unit, shall maintain a twenty- five (25) foot frontal set- back from the adjoining taxiway and a ten (10) foot lateral and 20 foot rearward separation from any adjacent structure.

All hangars constructed shall further meet the following minimum specifications: all exterior surfaces, minimally consisting of a roof and three (3) sidewalls, shall be of baked- on colored enamel metal; each hangar shall contain a well- drained floor made of concrete or asphalt, and an asphalt or concrete ramp shall connect each hangar to adjacent taxiway, rap equally as wide as hangar door. All new hangar construction from this date will have "O" clearance doors on the front, not to exceed the width of hangar open or closed.

Modifications and Repair of Damage

In the event of damage, destruction, or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace, or rebuild the same, at Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to such damage. Lessee further agrees that planned improvements, modifications, or alternatives

for hangar construction, whether subsequent to a damage event or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than 6 calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

Utilities

Utility service to the leased premises, including, but not limited to, water, gas, and electrical power, shall be installed and maintained at the sole risk and expense of the Lessee. Lessor may, at its option, install or cause to be installed, utilities for the purpose of servicing multiple hangars, and the Lessee of a premises so affected, agrees to pay Lessor a one-time charge as additional rent for its pro-rata share of lessor's cost of installation.

Maintenance

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

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

PERSONAL PROPERTY

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

ASSIGNMENT AND SUBLETTING

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

TERMINATION OF LEASE

By Lessor

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

By Lessee

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

INDEMNIFICATION OF LESSOR

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

notice of any claim made or suit instituted which in any way directly, indirectly, or otherwise affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

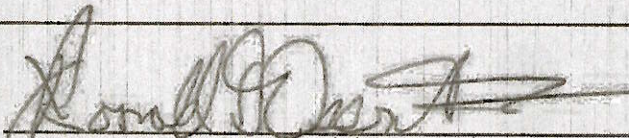
EFFECT OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this agreement on the 11th day of the 2nd month in the year 2020.

THE CITY OF TAHLEQUAH, OKLAHOMA A MUNICIPAL CORPORATION

By: _____


(LESSEE)

ATTEST:

COPY



TRANSFER/ASSIGNMENT OF HANGAR LEASE AT TAHLEQUAH REGIONAL AIRPORT

(To be attached to Existing Lease Document)

This is to serve as a request to the City of Tahlequah for approval of the transfer or assignment between the parties named below of an existing lease for a Hangar site located at Tahlequah Regional Airport:

- Hangar Lease Site # 35
- From (current lessee) (Name{s}) Calvin Taylor
(Street) PO Box 2004
(City/State/Zip) Tahlequah, OK 74465
(Signature) Calvin Taylor
- To (new lessee) (Name{s}) Harold Quantie
(Street) 728 SE 583 DR
(City/State/Zip) Logan Grove, OK 74352
(Signature) Harold Quantie

The new lessee by signature above, confirms that it has read and understood the Tahlequah Regional Airport Hangar lease agreement, and agrees to abide fully with all terms and conditions of the lease.

This document, upon execution by the City, will serve as acknowledgement by the City of Tahlequah of the transfer or assignment of the above aircraft hangar site lease on the date below and this record will be made a permanent addendum to said lease.

Approved by action of the Tahlequah City Council, this ____ day of _____

By: _____

Mayor

Attest: _____

City Clerk

CITY OF TAHLEQUAH MUNICIPAL AIRPORT PRIVATE HANGAR LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and (name&address: Taylor Cattle Co PO Box 2004 Tahlequah
OK 74465), herein referred to as Lessee.

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

Lessee desires to obtain at the airport a ground lease for a lot of size 60' x 60' (size of hanger and private parking) and more specifically described as Lot# 34 as shown in Attachment "A" and made a part hereof. 35

Lessor does hereby lease to Lessee the property described above together with such rights and privileges as are set forth in this agreement for a period of 25 years from date, and renewable annually thereafter, upon the following terms and conditions.

RENTALS AND CHARGES

Lessee agrees to pay Lessor for the use of the premises, facilities, rights, and privileges granted hereunder, rental charges in the amount of \$ 216⁰⁰ annually, due on or before June 30th of each lease year and computed as: square feet of hanger site (width x depth) x \$.06/sq.ft./yr. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease or any renewal thereof, provided that such increases shall not exceed \$.01/sq.ft. during any 5-year period of the term of this lease.

USE OF AIRPORT

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

USE OF LEASED PROPERTY

Primary Use

Lessee acknowledges and agrees to primary use of the property leased hereunder is for aircraft shelter and storage, and will occupy and use the leased premises for such purpose.

Construction of Hangars

If, at the time of this agreement, a hangar appropriate for the shelter and storage of aircraft does not exist on the premises leased, the Lessee will construct, or cause to be constructed on the premises such a hangar. Lessee agrees that all costs and expenses for construction of new hangars shall be the Lessee's sole responsibility; any exceptions to be placed in writing and agreed upon between the Lessor and Lessee.

Lessee agrees that construction of hangars shall not commence until written authorization is obtained from the Lessor, such authorization not to be unreasonably withheld but may be contingent on approval of plans and specifications considered by the Lessor to be necessary. Hangar construction shall be completed no later than 6 calendar months from the date of such authorization.

Further, it is understood and agreed that restrictions regarding the type of hangars to be built are: the minimum and maximum size of any single-unit hangar shall be forty (40) feet wide by thirty (30) feet deep, and fifty (50) feet wide by fifty (50) feet deep, respectively. The minimum and maximum size of any hangar designed to provide multiple-units for the storage of aircraft shall be specified according to the request and plans submitted to the Lessor and as may be authorized on a case-by-case basis. Every hangar, whether single-unit or multiple-unit, shall maintain a twenty-five (25) foot frontal set-back from the adjoining taxiway and a ten (10) foot lateral and rearward separation from any adjacent structure.

All hangars constructed shall further meet the following minimum specifications: all exterior surfaces, minimally consisting of a roof and three (3) sidewalls, shall be of baked-on colored enamel metal; each hangar shall contain a well-drained floor made of concrete, asphalt, or crushed stone; and an asphalt or concrete ramp shall connect each hangar to the adjacent taxiway; All doors shall not extend horizontally past the side walls of the hangar.

Modifications and Repair of Damage

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

Utilities

Utility service to the leased premises, including, but not limited to, water, gas, and electrical power, shall be installed and maintained at the sole risk and expense of the Lessee. Lessor may, at its option, install or cause to be installed, utilities for the purpose of servicing multiple hangars, and the Lessee of a premises so affected, agrees to pay Lessor a one-time charge as additional rent for its pro-rata share of lessor's cost of installation.

Maintenance

Lessee agrees that it will, at its own expense, keep and maintain the leased premises and all structures and fixtures thereon in good repair and in a clean, sightly, safe, and healthful condition at all times. Maintenance on and around the leased premises shall include, but is not limited to, mowing of grass, and elimination of trash, garbage, and debris. Lessee further agrees

to not allow any condition on the leased premises that may interfere with the landing, taxiing, and take-off of aircraft at the airport.

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

PERSONAL PROPERTY

Except as otherwise provided in this agreement, all hangars, structures, fixtures, improvements, equipment, and other property installed, erected, or placed by Lessee in or on the premises leased hereunder shall be deemed to be personal and shall remain the property of Lessee.

Lessee shall have the right for a period no fewer than 60 days, or as otherwise agreed upon by Lessee and Lessor, after the expiration or other termination of this agreement, to remove or dispose of any or all such property from the airport, subject to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to expiration of the aforesaid period shall thereupon become a part of the land on which it resides and title thereto shall vest in the Lessor, or Lessor may remove any or all such property at the sole risk and expense of the Lessee.

ASSIGNMENT AND SUBLETTING

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

TERMINATION OF LEASE

By Lessor

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

By Lessee

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

INDEMNIFICATION OF LESSOR

Lessee agrees that Lessor is in no way the agent of the Lessee, and Lessee will hold Lessor harmless against all liability for any and all claims for damages to property or injuries to persons caused by Lessee's negligent use or occupancy of the leased premises or resulting from any of the operations authorized under this agreement; provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its agents or employees; and provided further that Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted which in any way directly, indirectly, or otherwise affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

EFFECT OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this agreement on the 5 day of the 12 month in the year 11.

THE CITY OF TAHLEQUAH, OKLAHOMA
A MUNICIPAL CORPORATION

By: [Signature]
MAYOR (LESSOR)

[Signature]
(LESSEE)

ATTEST:

[Signature]
CITY CLERK



Tour Tahlequah
Director's Report
March 2023

www.tourtahlequah.com

- Visitors and Groups this month:

- *We had visitors from Israel, Oregon, New Mexico and Washington.

- *We had a group of 25 motorcyclists from all over the entire state. Lawton, Altus, OKC, Yukon, Enid, McAlistar and Durant. They came to scope out locations for the International Rally in the fall. We also filmed them via drone and took still photos for a motorcycle commercial.

- *Scheduling three more rallies for the fall of 2023.

- *Scheduled a stop on the Poker Run for the International Widow Son Rally on Labor Day Weekend

- Current Advertising:

- *Radio/Crawfish /Red Fern

- *New Print/Crawfish/Newcombers Guide/Tahlequah, Claremore and Muskogee

- *Ad in United Airlines magazine

- *Digital/Crawfish/Geo Fencing, Geo Targeting and streaming

- *Billboard/Crawfish/ Tulsa, Pryor and Wichita

- *TV...streaming ads southeast Kansas, NW Arkansas, Northeast Texas and Southwest Missouri

TAHLEQUAH
Unexpectedly Oklahoma

NSU
DOG PARK
HISTORY TRAIL
SHOPPING
LIVE MUSIC
GREAT PUBS
CHEROKEE CULTURE
UNIQUE DINING
HISTORIC DOWNTOWN
GORGEOUS LODGING

Travel
OKLAHOMA

918-456-3742 / TOURTAHLEQUAH.COM

Vacation Rentals
Discover the beauty of Tahlequah. Enjoy the view, the sun, and the fresh air. Book your stay today.

**AMERICA'S PREMIER SOCCER
TRAINING CAMP**
ESTABLISHED 1974
TWO RIVERS
SOCCER CAMP

-  Sports/ Individual Sports/ Running & Walking
-  Computers & Electronics/ Consumer Electronics/
Electronic Accessories
-  Sports/ Individual Sports/ Cycling
-  Food & Drinks/ Cooking & Recipe/ Soups & Stews
-  Travel/ Tourist Destinations/
Historical Sites & Buildings

Website Comparison 2022 vs 2023

Users	New Users	Sessions	Number of Sessions per User	Pagesviews	Pages / Session
95.24%	90.48%	100.00%	2.44%	126.67%	13.33%

- The average cost per click for the paid search campaign was \$0.43, which is down from last month's cost per click of \$0.47.
- Received 711 click throughs to the website from the paid search campaign.
- The average cost per click for the banner ads campaign was \$0.08.
- Received 7,975 click throughs to the website and 1,177,553 free impressions from the banner ads campaign.
- The top search phrase for the month was "Things To Do in Tahlequah" with 376 click throughs to the website with an average cost of \$0.44.
- The top banner ad group was Cherokee Culture in Tahlequah followed by Shopping in Tahlequah.
- The average click through rate on the paid search campaign overall was 14.4% which is fabulous! Google's benchmark for good performance on paid search is a CTR of 1%, so that's 14X higher than that benchmark.
- The average click through rate on the banner ads campaign overall was .68% which is also very good. Google's benchmark for good performance on banner ads is .10% CTR, so we are more than 6X higher.



Facebook Insights

TOUR

TAHLEQUAH



Month	2023 Page Reach	2022 Page Reach	2023 Page Visits	2022 Page Visits	2021 Page Visits	2023 New Likes	2022 New Likes	2021 New Likes	2023 Total Likes	2022 Total Likes	2021 Paid Reach
September	37,336	15,543	499	239	99	52	65	10,225			
October	20,676	17,703	309	232	32	32	46	10,357			
November	27,783	12,406	342	181	77	46	53	10,334			
December	15,713	12,290	224	194	38	31	10,489				
January	19,783	9,321	173	34	26	17	31,245				
February	22,788	11,025	312	167	48	70	11,562				
March	64,755	11,542	256	187	153	36	125,532				
April		243									
May											

<

We had a great month on Facebook due to posts about the Crawfish Fest and Red Fern Festival taking off. We compared real life places with scenes in the book and movie. Additionally, we promoted Cherokee Museums, Spring break, and downtown shopping.

Instagram did great as well with a reach of 6,761 which puts us up over last month and last year.



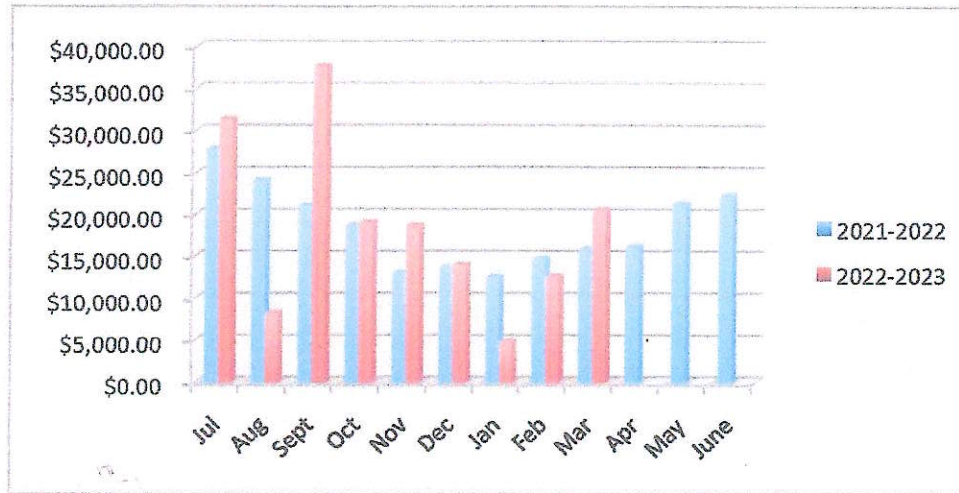
Hotel/Motel Tax Financial Scorecard

Income: Reporting Month: March 2023 (City Financials)

Total estimated Hotel/Motel revenue: \$512,925

\$4,172,950

	Month			Year to Date		
	Mar-23	Mar-22	Variance	Mar-23	Mar-22	Variance
Fund Balance: \$222,661.77						
Tour Tahlequah	\$20,517	\$15,859	\$4,658	\$166,918	\$161,330	\$5,588
Growth	29%			3%		
No reporting for Days Inn & Rodeway. Reporting issues for Holiday Inn & tru resolved						
Substantial tax (tru)	\$11,248	\$5,977	\$5,271	\$82,191	\$68,089	\$14,102



Expenses: Reporting Month: February 2023 (Chamber Financials)

	Month over month comparison			Year over Year comparison		
	Feb-23	Feb-22	Variance	Feb-23	Feb-22	Variance
Annual Budget	\$231,627	\$144,353	\$87,274	\$231,627	\$144,353	\$87,274
Direct Advertising	\$4,842	\$2,323	\$2,518	\$89,146	\$41,041	\$48,105
Direct Advertising %	37%	31%	6%	69%	40%	29%
Total H/M Expenses	\$13,137	\$7,576	\$5,561	\$128,483	\$101,632	\$26,851
% Spent	6%	5%	\$0	55%	70%	-15%
Rebate to tru				\$65,179	\$0	

Performance vs Budget (Chamber Financials)

	Feb-23	Full year 22-23	% of Budget
Revenue	\$146,401	\$231,627	63%
Expenses			
Administration Payroll	\$29,094	\$67,098	43%
Membership & Travel	\$2,856	\$3,575	80%
Promotional items	\$4,315	\$11,106	39%
Advertising/Sponsorship	\$34,499	\$125,500	27%
Professional Services	\$305	\$2,500	12%
Administration Fees	\$7,006	\$12,010	58%
Equipment MTC + Christmas	\$50,409	\$8,838	570%
Total Expenses	\$128,483	\$231,627	55%
Substantial Tax (tru)	\$65,179	\$93,972	69%
Total	\$193,662	\$325,599	59%

City H/M Tax April Meetings Corrected

4/13/23



THE CITY OF
TAHLEQUAH
OKLAHOMA

Dear County Resident,

The City of Tahlequah Solid Waste Department is offering a subscription-based trash service to your area! To get started, simply call 918-456-8332 with your TPWA account number and address. The monthly rate will be added to your TPWA bill for your convenience.

We offer a wide variety of services to meet your needs, including curbside trash, dumpster rentals, junk load haul offs, and bagged leaf collection. Our service pricing begins at just \$16.50 per month. If you require an additional cart, the price is only \$24.75. **All carts will be provided and maintained by the City of Tahlequah and must remain at your residence as they are city property.**

Please note that **all trash must be placed inside the cart**, as we are unable to pick up any items left on the ground. If you require a junk load or leaf pick-up, please call us before Wednesday for Friday pick-up. Junk load pricing is \$10.00 per large item, with Superintendent/Foreman discretion on small items. Leaf collection is just \$1.00 per bag.

To ensure timely pick-up, please place your cart out the night before or by 5:00 am on collection day. Carts should be placed 3 feet from the curb/roadway, and away from any objects such as mailboxes, cars, or basketball hoops. The cart has a silver bar located in the front, which should be facing towards the road for proper pick-up.

We understand that some residents may require special arrangements due to age or disability. If this applies to you, please call us at 918-456-8332 and we will be happy to arrange special accommodations.

Thank you for choosing the City of Tahlequah Solid Waste Department for your trash service needs! We are looking forward to servicing your area. ***See ya' at 5am!***

Solid Waste Superintendent

Chris Armstrong



111S. Cherokee Ave



918.525.4702



www.cityoftahlequah.gov

Tahlequah, OK. 74464

Quote valid for 30 days



WT Equipment
4190 S. 48th Street
Springdale, AR 72762
cjoyner@wtequip.com
Cody Joyner Cell: 479-871-8008

Equipment for consideration:

To: The City of Tahlequah, OK (Brian Speake Bspeake@tahlequah.gov)
From: Cody Joyner

Equipment: Hustler Super 104 batwing zero turn with Vanguard Big Block EFI w/oil guard (40Hp)

Part number: 943225

Quantity: 1

ETA: Less than 30 days from time of PO.

Price: \$26,950.00 (plus your local sales tax if applicable)

+ 150.00 Delivery

27,100.00

Quote date: 4/13/23

Thank you,

Cody Joyner
479-871-8008
cjoyner@wtequip.com



*City of Tahlequah, OK
Tuesday, April 25, 2023*

Chapter 15-4. Speed Regulations

§ 15-402. School Zones.

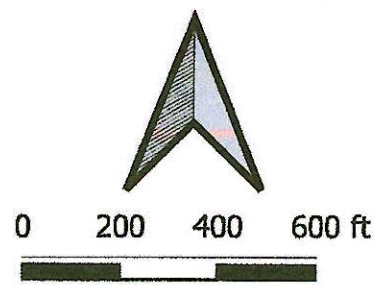
[Prior Code, Chapter 20]

No vehicle shall be driven at a greater speed than 20 miles per hour between the hours of 8:00 a.m. and 5:00 p.m. on any street adjacent to any school in a designated school zone on days when school is in session, unless a different speed limit or time is otherwise designated and posted.



 Proposed School Zone

Vicinity Map
Proposed School Zone
Seminary Avenue





CITY OF
TAHLEQUAH
OKLAHOMA

111 S. Cherokee Ave.

918-456-0651

May 1, 2023

RE: Project No. 6001 – Wayfinding Project

Mayor and City Council,

The City of Tahlequah held a bid opening for the referenced project on April 18, 2023. We received three bids with the lowest bidder being Geograph Industries, Inc. for a total bid amount of \$262,922.00. Staff recommends awarding the bid to Geograph Industries, Inc. and entering into a contract for the total bid amount. Additionally, it is recommended to utilize the Capital Improvement Fund for payment of 50% of the total contract amount and the Hotel/Motel fund for payment of the remaining 50% of the contract amount.

Taylor Tannehill
Planning & Development Director

BID OPENING

Project #6001 – Wayfinding Project

Meeting Date: April 18,
2023
Start Time: 9:00 am

Facilitator:

Taylor Tannehill, City Planner
Whitney Shaw, City Clerk

Place/Room:

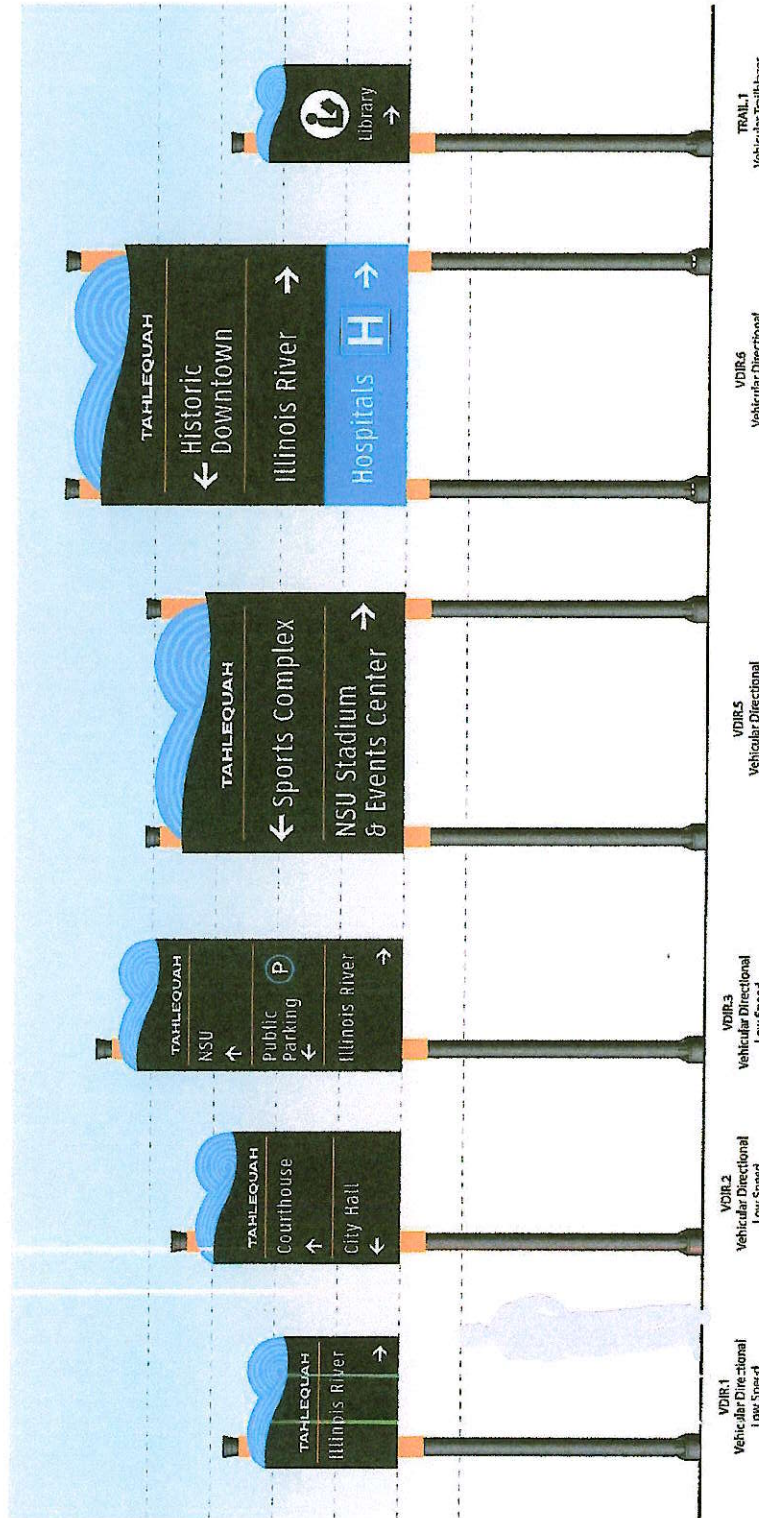
Council Chambers

Company Name	Received	Required Documents	Base Bid
Harbinger Sign	✓	-Bid Form -Bid Bond -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Business Relationship Affidavit	\$546,528.00
Geograph Industries, Inc.	✓	-Bid Form -Bid Bond -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Business Relationship Affidavit	\$262,922.00
Color-Ad	✓	-Bid Form -Bid Bond -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Business Relationship Affidavit	\$314,729.00

SPECIFICATIONS

MENU OF SIGN TYPES

This menu of sign types is a general overview of system. Reference drawings in Sections D, E, and F for materials, colors, sizes and construction details.



NOTE:
1. These signs are to be used as a guide only and are not to be used as a final design for each project.
2. All signs and related hardware shall be reviewed and approved by the designer or client for placement prior to fabrication.
3. All signs and related hardware shall be reviewed and approved by the designer or client for placement prior to fabrication.
4. Contractor shall provide shop drawings for all signs and components, signed and sealed by a licensed engineer in the state of the project.

ENVIRONMENTS & EXPERIENCES

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.286.0848
www.merjesign.com

DATE 11/16/2

CLIENT / PROJECT

DRAWN BY: LH

Tahlequah, OK
Wayfinding Program

PROJECT NO.

SHEET TITLE

Gateway Signs

REVISIONS

SHEET NO.

3/4/20

C-1

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

TO: City of Tahlequah City Council

FROM: Taylor Tannehill, Tahlequah Planning & Development Director

DATE: May 1, 2023

RE: Ordinance 1351-2023

Recommendation: Staff and Planning Commission recommend adoption of Ordinance 1351-2023.**Background**

On August 16, 2022 the City of Tahlequah City Council adopted a comprehensive update of the City's Zoning Ordinance. Since adoption, the City's building and planning and developments have been monitoring the updated code's implementation. Through monitoring and implementation, staff has identified sections of the code that require additional updates. These updates are intended to alleviate unnecessary burdens and provide clarity for staff and the building community.

Analysis**Section 2.3 Table of Allowed Uses**

This section modified to include the Transition Living Center, Re-entry facility, or Home Center use as an permitted use by right in the Public District (P). This provision is included based on the determination that the likelihood of this use being applied will be constructed and managed by a public entity. This use is currently a permitted use by right in the Residential Multifamily High Density District (RM-3), Community Mixed-Use District (CMX), General Commercial District (C-2), and Regional Commercial District (C-3). The use is allowed with a special exception in the Local Mixed-Use District (LMX) and the Local Commercial District (C-1).

Additionally, the section is modified to add accessory dwelling as a use listed in the table. Accessory dwellings are currently permitted by right in the Agricultural District (AG), Residential Estate District (RE) and Residential Single Family High Density District (RS-3). Currently, the provision is found in a separate part of the code and adding this to the table makes the determination of where accessory dwellings are allowed more readily available. The update will also provide a special exception requirement for the Residential Single Family Low Density District (RS-1) and Residential Single Family Medium Density District (RS-2). This addition provides more flexibility in these districts to establish accessory dwellings while not diminishing the character of large lot neighborhoods through traditional zoning change.

Section 2.4. Bulk and Area Requirements

The rear yard setback requirement is modified to require a greater setback in the low density single family district and a smaller setback in the high density single family district.

A section is added to provide flexibility for front yard setbacks in established (already constructed) districts. The provision takes an average of existing structures to establish the setback required. The language was a part of the old code and did not get carried over to the update.

Section 4.4 Off-Street Parking Requirements

A section is added to specify the location of carports. Current language regulating accessory structures applies to carports, however, the term is relatively broad. Adding this section will help staff communicate the requirement to the building community. This language was a part of the old code and did not get carried over to the update.

Section 5.4 Downtown Mixed-Use

Language is added to provide a reference for development regulations for non-mixed-use multifamily developments within the Downtown Mixed-Use District (DMX). These types of developments would be required to meet the Residential Multifamily High Density District (RM-3) bulk & area and parking requirements.

Section 5.5 & 5.6 Office, Commercial, Mixed-Use, Public and Industrial Districts.

The section is updated to add a specific exterior building material requirement of 50%. The current code simply states the primary materials shall be masonry, concrete panels, glass block, glass curtain walls, EIFS, or stucco. The old code required a 40% masonry façade.

Section 11 Definitions

The update provides better defined childcare uses. Currently, a Child Care Center and Day Care Center or Nursery School are very similarly defined. The updated places an age requirement for the Day Care Center or Nursery School Use. Additionally, the child limit for the Home Day Care is increased from 7 to 12 children. This change aligns with DHS state licensing allowances. With the addition of the carport section, we've included a definition for carports.

Planning Commission Discussion

Planning Commission recognized the need for the proposed updates. Planning Commission voted unanimously with a vote of 4-0 to recommend approval of Ordinance No. 1351-2023.

AN ORDINANCE AMENDING AND ADDING SECTIONS TO ARTICLE 2 DISTRICT DESCRIPTIONS AND USE PROVISIONS – SECTION 2.3 TABLE OF ALLOWED USES; ARTICLE 2 DISTRICT DESCRIPTIONS AND USE PROVISIONS – SECTION 2.4 BULK AND AREA REQUIREMENTS; ARTICLE 4 DEVELOPMENT STANDARDS – SECTION 4.4 OFF-STREET PARKING AND LOADING; ARTICLE 5 DISTRICT SPECIFIC STANDARDS; AND ARTICLE 11 DEFINITIONS OF THE CITY OF TAHLEQUAH ZONING ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, IN SESSION ASSEMBLED.

AMENDING TABLE 2.3

Table 2.3: Table of Allowed Uses

USE CATEGORY Subcategory Use Type	Zoning Districts																					Supplemental Regulations						
	Residential									Nonresidential																		
	AG	RE	RS			RM			MH	DMX	LMX	CMX	O		C			I			P							
			1	2	3	1	2	3					1	2	1	2	3	1	2	3								
ACCESSORY USES																												
See Supplemental Regulations Section 3.2																						3.2						
TEMPORARY USES																												
See Supplemental Regulations Section 3.3																						3.3						
RESIDENTIAL USES																												
Household Units																												
Detached single family dwelling	P	P	P	P	P	P	P	P				S	S															
Accessory Dwelling	P	P	S	S	P																							
Two-family dwelling						P	P	P				P	P															
Multi-family dwelling						P	P	P		P	P	P																
Townhouse development						P	P	P		P	P	P										3.4						
Dwelling group						P	P	P		S	P	P										3.5						
Modular Home	P	P	P	P	P																	3.7						
Mobile home									P													3.6						
Group Quarters																												
Boarding, dormitory, and rooming house						P	P	P		S	P	P			S	P	P				P							
Convalescent home, nursing home, or assisted living facility						P	P	P			S	P			S	P	P											
Fraternity or Sorority						P	P	P			P	P																
Group Home						P	P	P			P	P			S	P	P											
Transitional living center, re-entry facility, or homeless center								P			S	P			S	P	P				P							
Mobile Home Park																												
PUBLIC/INSTITUTIONAL USES																												
Airport											P	P						S	S	S	S	P						
Art Gallery or Museum											P	P	P	P	P	P	P					P						

AMENDING TABLE 2.4.A.1

Table 2.4.A.1: Residential Bulk and Area Requirements										
District	Lot Dimensions				Minimum Setback Requirements (ft)				Height (ft)	Additional height (ft) per increased setback
	Min. Lot. Area (ac/sq ft)	Lot Area Per DU ³	Min. Lot Frontage (ft)	Max. Lot Coverage (%)	Front	Side		Rear		
						Interior	Exterior			
AG	5 acres	5 acres	300	30	40	25	35	35	35	
RE	2 acres	2 acres	150	15	35	25	30	30	35	
RS-1	22,500	22,500	120	20	35	10	25	25 30	35	
RS-2	10,000	10,000	75	25	25	8	20	30 25	35	
RS-3	6,000	6,000	50	30	20	5	15	30 20	35	
RM-1										
Two-family	10,000	5,000	100	50	25	5	25	20	35	0.5
Multi-family	10,000	3,000	100	50	25	5	25	20	35	0.5
Other uses ¹	10,000	10,000	100	50	25	5	25	20	35	0.5
RM-2										
Two-family	7,500	3,750	75	50	20	5	20	20	35	1
Multi-family	7,500	2,000	75	50	20	5	20	20	35	1
Other uses ¹	7,500	7,500	75	50	20	5	20	20	35	1
RM-3										
Two-family	6,000	3,000	50	50	10	5	15	20	35	2
Multi-family	6,000	1,000	50	50	10	5	15	20	35	2
Other uses ¹	6,000	6,000	50	50	10	5	15	20	35	2
MH ²										
Notes: ¹ Other uses does not include townhouse development or dwelling groups										
² Detailed bulk and area requirements for MH District are in Section 3.6										
³ In the case of multi-family dwellings in RM Districts, the area in abutting streets out to the center line for a distance not to exceed 65 feet in abutting public open spaces to the center thereof for a distance not exceeding 65 feet may be counted as part of the area of lot in determining lot area per dwelling unit.										

ADDING SECTION 2.4.C.3.g

Section 2.4 Bulk and Area Requirements

C. Measurements and Exceptions

3. Setbacks

- g. Established Districts, Average Setbacks Residential Districts
In established districts, if 50% or more of the lots on one side of the street between two intersecting streets are improved with buildings all of which have observed an average setback line closer than that required in Table 2.4.A.1 and no building varies more than five feet (5'), then minimum setback shall be so established by the existing buildings.

ADDING SECTION 4.4.K

Section 4.4 Off-Street Parking and Loading

K. Carports

Carports shall not be located within the required front yard setback as established in Table 2.4.A.1 and 2.4.A.2.

AMENDING SECTION 5.5.B.2

B. Site Layout

2. Building to Sidewalk Edge

Lots fronting South Muskogee Avenue within the Downtown Mixed-Use District (DMX) shall have a minimum of seventy percent (70%) of each building façade along the street edge shall be built to the property line.

ADDING SECTION 5.5.B.3

B. Residential – Non-Mixed Use

- 3. Excluding lots fronting South Muskogee Avenue, lots used exclusively for multifamily residential purposes as provided in Table. 2.3 (Table of Allowed Uses) within the Downtown Mixed-Use District (DMX) shall conform to the Bulk and Area Requirements for the RM-3 District as provided in Table 2.4.A.1 (Residential Bulk and Area Requirements.**

AMENDING Section 5.5.B

B. Exterior Building Materials

All new construction or renovation of existing structures in these districts shall have those vertical exteriors that are facing a public or private street constructed of, but not limited to a minimum of fifty percent (50%) masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finished Systems (EIFS), or stucco. EIFS, however, shall not be used as a primary exterior building material. Metal finishes, wood, plastic, and other masonry materials may be considered and approved by the Director through the site plan review process. These approved materials are not required on exterior facing rear alleys, or on portions of the building not facing a public street. All façade designs and materials shall be approved through the site plan process. Metal, canvas, wood, glass, plastics, or other similar materials may be used only in doors, windows, signs, canopies and awnings.

AMENDING SECTION 5.6.B

B. Exterior Building Materials

All new construction or renovation of existing structures in these districts that are located on a lot adjacent to an arterial street or highway shall have those vertical exteriors that are facing the arterial street or highway constructed of but not limited to but not limited to a minimum of fifty percent (50%) masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finishing Systems (EIFS), or stucco. EIFS, however, shall not be used as the primary exterior building material. Metal finishes, wood, plastic, and other masonry material may be considered and approved by the Director through the site plan review process. These approved materials are not required on exterior facing rear alleys, or portions of the building not facing an arterial street or highway. All façade designs and materials shall be approved through the site plan process. Metal

canvas, wood, glass, plastics, or other similar materials may be used only in doors, windows, signs, canopies, and awnings.

AMENDING SECTION 11.2.B.6

Section 11.2 Use Definitions

B. Institutional/Public

6. CHILD CARE FACILITY

Child Care uses include facilities that provide care for children on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Accessory uses include offices, recreation areas, and parking.

Child care center

Any place, home or institution which receives eight (8) or more children under the age of sixteen (16) years, for regular periods of time for compensation; provided, however, this definition shall not include public and private schools organized, operated or approved under the laws of the state, custody of children fixed by a court of competent jurisdiction, children related by blood or marriage within the third degree to the custodial person, or to churches or other religious or public institutions caring for children within the institutional building while their parents or legal guardians are attending services or meetings or classes or engaged in church activities.

Day care center or nursery school

A private establishment enrolling five or more children ages five (5) and below where tuition, fees, or other forms of compensation for the care of the children is charged and having a license or approval to operate as a child care center, under the provisions of the State of Oklahoma.

Home day care

State-licensed day care that is accessory to a household living use and that provides care and supervision for ~~seven (7)~~ twelve (12) or fewer children for less than twenty-four (24) hours per day.

AMENDING SECTION 11.3

Carport

A shelter for an automobile, built against the side of a building, or freestanding, usually with two or three sides left open or open on all sides.

PASSED and **APPROVED** this _____ day of _____, 2023.

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

BY: _____
MAYOR: Suzanne Myers

ATTEST:

CITY CLERK: Whitney Shaw

Approved as to form and legality:

CITY ATTORNEY: John Tyler Hammons

ARTICLE 2
DISTRICT DESCRIPTIONS AND USE PROVISIONS

Section 2.4 Bulk and Area Requirements

A. Purpose

This Section contains tables that list the requirements for lot dimensions and building bulk, density, location, and height for all types of development. All primary and accessory structures are subject to the dimensional standards set forth in the following tables. These general standards may be further limited or modified by other applicable sections of this Ordinance. General rules for measurement and exceptions are in Section 2.4.B.

1. Residential Districts Bulk and Area Requirements

Table 2.4.A.1: Residential Bulk and Area Requirements

District	Lot Dimensions				Minimum Setback Requirements (ft)				Height (ft)	Additional height (ft) per increased setback
	Min. Lot Area (ac/sq ft)	Lot Area Per DU ³	Min. Lot Frontage (ft)	Max. Lot Coverage (%)	Front	Side		Rear		
						Interior	Exterior			
AG	5 acres	5 acres	300	30	40	25	35	35	35	
RE	2 acres	2 acres	150	15	35	25	30	30	35	
RS-1	22,500	22,500	120	20	35	10	25	25 30	35	
RS-2	10,000	10,000	75	25	25	8	20	30 25	35	
RS-3	6,000	6,000	50	30	20	5	15	30 20	35	
RM-1										
Two-family	10,000	5,000	100	50	25	5	25	20	35	0.5
Multi-family	10,000	3,000	100	50	25	5	25	20	35	0.5
Other uses ¹	10,000	10,000	100	50	25	5	25	20	35	0.5
RM-2										
Two-family	7,500	3,750	75	50	20	5	20	20	35	1
Multi-family	7,500	2,000	75	50	20	5	20	20	35	1
Other uses ¹	7,500	7,500	75	50	20	5	20	20	35	1
RM-3										
Two-family	6,000	3,000	50	50	10	5	15	20	35	2
Multi-family	6,000	1,000	50	50	10	5	15	20	35	2
Other uses ¹	6,000	6,000	50	50	10	5	15	20	35	2
MH ²										
Notes: ¹ Other uses does not include townhouse development or dwelling groups ² Detailed bulk and area requirements for MH District are in Section 3.6 ³ In the case of multi-family dwellings in RM Districts, the area in abutting streets out to the center line for a distance not to exceed 65 feet in abutting public open spaces to the center thereof for a distance not exceeding 65 feet may be counted as part of the area of lot in determining lot area per dwelling unit.										

ARTICLE 2
DISTRICT DESCRIPTIONS AND USE PROVISIONS

Table 2.3: Table of Allowed Uses

USE CATEGORY		Zoning Districts																Supplemental Regulations																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Detached single family dwelling		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

ARTICLE 2
DISTRICT DESCRIPTIONS AND USE PROVISIONS

accessories may be permitted in any setback subject to height limitations and requirements limiting obstruction of visibility.

b. Projections into Required Setbacks

Open eaves, cornices, window sills, and belt courses may project into any required yard a distance not to exceed two feet (2'). Open, uncovered porches, handicapped ramps, or open fire escapes may project into a front or rear yard a distance not to exceed five feet (5'). Fences, walls, and hedges in residential development may be erected in any required yard, or along the edge of any yard, provided that no fence, wall, or hedge located in the front of the front building line shall exceed three feet (3') in height.

c. Projections into Easements and Right-of-Way Prohibited

Projections shall not extend or encroach into any easement(s) or right(s)-of-way except through licensed agreement.

d. Effect of Previously Platted Lots

Land and lots platted prior to the effective date of this Ordinance for which setback lines are indicated on a filed plat, minimum requires shall be as indicated on the plat. If setback lines are not indicated on the plat, setbacks shall be in accordance with Tables Section 2.4.A.

e. Measurement

Setbacks shall be measured from the applicable lot line to the nearest exterior building wall or porch. Setbacks that apply to other features are measured from the lot line to the nearest point of the area or feature for which the setback is required.

f. Sight Triangle

On any corner lot on which a front and side yard is required, no wall, fence, sign, structure or any plant growth which obstructs the line of sight at a height of thirty inches (30") above any portion of the crown of the adjacent roadway shall be maintained in a triangle formed by measuring from the point of intersection of the front and exterior side lot lines a distance of twenty-five feet (25') along the front and side lot lines and connecting the points so established to form a right triangle on the area of the lot adjacent to the street intersection.

g. Established Districts, Average Setbacks Residential Districts

In established districts, if 50% or more of the lots on one side of the street between two intersecting streets are improved with buildings all of which have observed an average setback line closer than that required in Table 2.4.A.1 and no building varies more than five feet (5'), then minimum setback shall be so established by the existing buildings.

4. Height

a. General

Any building may exceed the height limits set forth in the district provisions, provided that the portions of the building whose height exceeds such limits shall be set back in accordance with the pertinent tables of the district provisions in Section 2.4.A.

b. Measurement of Additional Setback

Such setback shall be measured from lines parallel to and inside the side lot lines and the rear lot line and distant therefrom the width of the narrowest required side yard for such building.

c. Height Exceptions

Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may extend above the height limits set forth in the district provisions without additional setback being required, provided that the sum of the horizontal cross-

ARTICLE 4
DEVELOPMENT STANDARDS

In the case of a use not specifically mentioned in this Section, the requirement for off-street loading facilities shall be the same as the uses mentioned in this Section that, in the opinion of the Director, has the most similar parking characteristics to the use mentioned in terms of loading classification.

I. Nonresidential Uses in, or adjacent to Residential Districts

1. Whenever off street parking lots for more than four (4) vehicles are to be located within or adjacent to a residential district the following provisions shall apply:
 - a. No parking area accessory to a nonresidential use in a residential district or abutting the front yard of a residential use, shall be permitted within a front yard setback.
 - b. The parking area shall be screened and landscaped as required by Section 4.2 and 4.3.
 - c. Driveways used for ingress and egress shall be confined to and shall not exceed twenty-four feet (24') in width, exclusive of curb returns;
 - d. All of the lot used for parking and driveway purposes shall be paved with a sealed surface pavement as required in this Section and maintained in such manner that no dust will be produced by continued use;
 - e. Whenever lighting is provided, lighting shall conform to the lighting standards in Section 4.5 ; and
 - f. No sign of any kind shall be erected except information signs used to guide traffic and to state the conditions and terms of the lot use. Only nonintermittent lighting of signs shall be permitted.

J. Parking and Driveways in Residential Districts

Parking in required front and exterior side yards shall be permitted only on driveways or other areas surfaced as required by this Section, and not more than one vehicle shall be parked in such yard per twenty feet (20') of abutting street. No driveway entrance serving a dwelling shall be more than forty percent (40%) of the lot frontage width, exclusive of curb returns. The maximum driveway width applies to the composite of all driveways if multiple points of ingress/egress are provided. Side yard and rear yard access shall not be allowed from major and minor arterial streets and collector streets. Automotive vehicles or trailers of any kind without current license plates shall not be parked or stored on any residentially zoned property other than in completely enclosed buildings.

K. Carports

Carports shall not be located within the required front yard setback as established in Table 2.4.A.1 and 2.4.A.2.

Section 4.5 Exterior Lighting

A. Purpose

The purpose of this Section is to establish standards for outdoor lighting facilities that serve private developments; provide adequate lighting for the movement of people; and mitigate nuisance and glare to adjacent properties.

B. Applicability

All lighting for any type of residential or nonresidential development shall comply with the standards of this Section, unless exempted in Subsection C below.

C. Exemptions

1. Outdoor lighting used for public streets and right-of-ways;

ARTICLE 5
DISTRICT SPECIFIC STANDARDS

Section 5.4 Downtown Mixed-Use

A. General Provisions

Development within the downtown mixed-use district shall comply with the following design standards. Development shall include all new construction and existing structures if the existing structure is enlarged or remodeled by more than 50%. The provisions of this Section shall not apply to structures that are contributing resources for historic preservation purposes and the provisions herein would eliminate said contributing resource.

B. Site Layout

1. Parallel to Lot Lines

New construction shall be built to lot lines to reflect the historical orientation of nonresidential structures in the downtown. Structures shall not be oriented at an angle to the lot lines.

2. Building to Sidewalk Edge

Lots fronting South Muskogee Avenue within the Downtown Mixed-Use District (DMX) shall have a minimum of seventy percent (70%) of each building façade along the street edge shall be built to the property line.

3. Residential – Non-Mixed Use

Excluding lots fronting South Muskogee Avenue, lots used exclusively for multifamily residential purposes as provided in Table 2.3 (Table of Allowed Uses) within the Downtown Mixed-Use District (DMX) shall conform to the Bulk and Area Requirements for the RM-3 District as provided in Table 2.4.A.1 (Residential Bulk and Area Requirements).

C. Parking

1. To the greatest extent feasible, on-site parking shall be located behind buildings at ground level or completely above or below the first floor of the building.
2. Parking shall be accessed from the rear of the property on parcels with alleys.
3. For parcels without alley access, driveways serving on-site parking shall not be allowed on arterial streets.
4. If a new parking area is approved adjacent to an existing building, a brick screen wall, or similar material compatible with adjacent building, shall be used to avoid the appearance of missing teeth along the street. The screen wall shall be in line with the front walls of adjacent buildings and shall not exceed three feet (3') in height. An upper story over the parking lot or an upper façade to give the appearance of a continuous building may be considered.

D. Exterior Building Materials

1. Brick shall be the primary building material, along with masonry accents as traditionally found in the downtown area.
2. Exterior Insulated Finished Systems (EIFS) and metal shall not be used as a primary exterior building material.

E. Ground-Floor Pedestrian Interest

The ground floor of a building shall encourage pedestrian activity by maintaining a high window-to-wall ratio. On the façade facing the street, at least forty percent (40%) of the wall that is between three and ten (3'-10') above grade shall consist of glazing.

F. Upper-Floor Distinction

ARTICLE 5
DISTRICT SPECIFIC STANDARDS

The distinction between the street level and upper levels should be expressed through detailing, changes in material, and fenestration.

Section 5.5 Office, Commercial, Mixed-Use Districts, & Public Districts

A. General Provisions

Development within the office, commercial, and mixed-use districts shall comply with the following design standards. Development shall include all new construction and existing structures if the existing structure is enlarged or remodeled by more than fifty percent (50%).

B. Exterior Building Materials

All new construction or renovation of existing structures in these districts shall have those vertical exteriors that are facing a public or private street constructed of, but not limited to but not limited to a minimum of fifty percent (50%) masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finished Systems (EIFS), or stucco. EIFS, however, shall not be used as a primary exterior building material. Metal finishes, wood, plastic, and other masonry materials may be considered and approved by the Director through the site plan review process. These approved materials are not required on exterior facing rear alleys, or on portions of the building not facing a public street. All façade designs and materials shall be approved through the site plan process. Metal, canvas, wood, glass, plastics, or other similar materials may be used only in doors, windows, signs, canopies and awnings.

C. Wall Articulation

All sides of the façade, except the rear of the structure, unless the rear façade abuts a public street, where said façade is over fifty feet (50') in length the façade shall include architectural features a minimum of every fifty feet (50'), to minimize the appearance of black walls. Such changes in walls may include texture, masonry, patterns, windows, colonnade, columns, or pilasters.

Section 5.6 Industrial Districts

A. General Provisions

Development within the industrial districts shall comply with the following design standards. Development shall include all new construction and existing structures if the existing structure is enlarged or remodeled by more than fifty percent (50%)

B. Exterior Building Materials

All new construction or renovation of existing structures in these districts that are located on a lot adjacent to an arterial street or highway shall have those vertical exteriors that are facing the arterial street or highway constructed of but not limited to but not limited to a minimum of fifty percent (50%) masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finishing Systems (EIFS), or stucco. EIFS, however, shall not be used as the primary exterior building material. Metal finishes, wood, plastic, and other masonry material may be considered and approved by the Director through the site plan review process. These approved materials are not required on exterior facing rear alleys, or portions of the building not facing an arterial street or highway. All façade designs and materials shall be approved through the site plan process. Metal canvas, wood, glass, plastics, or other similar materials may be used only in doors, windows, signs, canopies, and awnings.

ARTICLE 11
DEFINITIONS

Cemetery

Land or structures used for burial or permanent storage of the dead or their cremated remains. Typical uses include cemeteries and mausoleums. Also includes pet cemeteries.

Crematorium

A location containing properly installed, certified apparatus intended for use in the act of cremation. This use does not include a funeral parlor or public area.

Government administration and civic buildings

An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to: post offices, employment offices, public assistance offices, or motor vehicle licensing and registration services.

Places of assembly

A building or structure, or group of buildings or structures, intended primarily for the conducting of organized assembly. May include, but are not limited to religious facilities, assembly halls, and fraternal/social clubs. Accessory uses may include meeting rooms and childcare provided for persons while they are attending assembly functions.

5. HOSPITAL

A building or portion thereof for the accommodation of sick, injured, or infirmed persons. Services regularly include the keeping of patients overnight.

6. CHILD CARE FACILITY

Child Care uses include facilities that provide care for children on a regular basis away from their primary residence. This category does not include public or private schools or facilities operated in connection with an employment use, shopping center, or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity. Accessory uses include offices, recreation areas, and parking.

Child Care Center

Any place, home or institution which receives eight (8) or more children under the age of sixteen (16) years, for regular periods of time for compensation; provided, however, this definition shall not include public and private schools organized, operated or approved under the laws of the state, custody of children fixed by a court of competent jurisdiction, children related by blood or marriage within the third degree to the custodial person, or to churches or other religious or public institutions caring for children within the institutional building while their parents or legal guardians are attending services or meetings or classes or engaged in church activities.

Day care center or nursery school

A private establishment enrolling five or more children ages five (5) and below where tuition, fees, or other forms of compensation for the care of the children is charged and having a license or approval to operate as a child care center, under the provisions of the State of Oklahoma.

Home day care

State-licensed day care that is accessory to a household living use and that provides care and supervision ~~for seven (7)~~ for twelve (12) or fewer children for less than twenty-four (24) hours per day.

7. EDUCATION

ARTICLE 11

DEFINITIONS

building by a common wall or roof, such accessory building shall be considered a part of the main building.

Accessory dwelling

A separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities, which is an attached or detached extension to an existing single-family structure.

Alley

A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Board of Adjustment

The board of Adjustment of the City of Tahlequah.

Board

Means Board of Adjustment, unless the context clearly indicates otherwise.

Building

Any structure intended for shelter, housing or enclosure for persons or chattel. When separated by dividing walls without opening, each portion of such structure so separated, shall be deemed a separate building.

Building, main

A building in which is conducted the principal use of the lot on which it is situated. In any residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Building Official

The official designated by City of Tahlequah to administer and enforce these regulations.

Carport

A shelter for an automobile, built against the side of a building, or freestanding, usually with two or three sides left open or open on all sides.

Chief Executive

Mayor of the City of Tahlequah

Certificate of appropriateness

The official document issued by the Historic Preservation Commission authorizing work within the Historic Preservation District.

City

City of Tahlequah

Clerk

The clerk of the City of Tahlequah.

Commission

The City of Tahlequah Planning Commission.

Comprehensive plan

The Comprehensive Plan of the City of Tahlequah.

County

Cherokee County, Oklahoma.

Coverage

The lot area covered by all buildings located thereon, including the area covered by all overhanging roofs.

Design Guidelines

The criteria which shall be used to guide the Historic Preservation Commission in review of an application for a Certificate of Appropriateness.

Detached dwelling

A dwelling which is entirely surrounded by open space on the same lot.

COPY

ORDINANCE NO. 1353-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 4, ANIMALS; CHAPTER 4-1, ANIMAL REGULATIONS; ARTICLE B, DOG VACCINATION, TAGS AND TAX; SECTION 4-125, VICIOUS ANIMALS; BY PROVIDING FOR A HEARING PROCEDURE CONCERNING A VICIOUS DOG DETERMINATION; 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. AMENDATORY. Section 4-125 of Article B of Chapter 4-1 of Part 4 of the Tahlequah City Code is hereby amended to read as follows:

- A. From and after September 2, 1986, it is unlawful for any person to keep, maintain, and harbor within the corporate limits of the City, any vicious animal of the canine family, including dogs, coyotes, wolves or any other animal belonging to the canine family, hereinafter referred to as "vicious dog."
- B. Any person may kill a dog in self-defense or in defense of another when the dog, without undue provocation, bites him or the other, or attempts to bite or attack, him or the other in such a manner than an ordinarily prudent person would be led to believe that the person toward whom the efforts of the dog are directed is about to be bitten or otherwise physically harmed.
- C. Any person violating the provisions of this Section upon conviction thereof shall be punished as provided in Section 1-108 of this Code. Each day a vicious dog is kept, maintained, or allowed by any person, firm, corporation, or any combination thereof, within the corporate limits of the City shall constitute a separate offense.
- D.
 - 1. Any animal found at large which the code officer believes to be a vicious dog shall be impounded by the code officer pending a vicious dog determination. The code officer shall use reasonable efforts to notify the owner of the impoundment and of their rights to a hearing. In the event the code officer is unable to determine the identity of the owner, the code officer shall cause the animal to be destroyed without delay, provided, prior to any such destruction the code officer shall, under oath, state with particularity all reasonable efforts attempted in locating the owner and shall file the same with the City Clerk.
 - 2. In the case of animals not found at large, it is the duty of the code officer, upon receipt of a verified complaint, to cause the animal involved to be impounded pending a vicious dog determination. The verified complaint

may be filed by a citizen, a police officer, or an animal control officer and shall clearly state the facts and circumstances surrounding the incident. The owner shall immediately surrender possession of the animal when presented with a copy of the complaint. Refusal to surrender the animal shall be an offense and each day that the owner fails or refuses to allow the code officer to impound an animal shall be a separate offense. Any and all expenses associated with the impoundment, including costs of shelter, food, handling and veterinary care shall be borne by the owner of such animal during the period of impoundment.

3. Upon receipt of a verified complaint, the code officer shall promptly hold a hearing to determine if the animal shall be declared vicious.
4. The code officer shall be empowered to make one of the following determinations at the hearing:
 - a. That the animal is in fact not vicious. In that event the code officer shall cause the animal to be surrendered to the owner;
 - b. That the animal is in fact vicious and should be destroyed; or
 - c. That the animal is vicious but that for good cause shown the animal should not be destroyed. In that event, the code officer shall order the animal permanently removed from the city limits.
5. The owner may appeal the determination of the code officer to municipal court by requesting a hearing with the City Clerk within five (5) days of the determination. The municipal judge shall hold a hearing *de novo* within ten (10) days of the determination of the code officer to determine if the animal is vicious and shall be empowered to affirm, deny, or modify the determination of the code officer.

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 any 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 1st DAY OF MAY, 2023.**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 1st day of May, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1354-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING PART 9, LICENSING AND BUSINESS REGULATION; CHAPTER 9-4, RESIDENTIAL SALES; BY AMENDED SECTION 9-402, LICENSE REQUIRED; 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 4 of Part 9 of the Tahlequah City Code is hereby added and shall read as follows:

Section 9-402 License Required.

- A. No person shall hold, conduct, engage in or participate in any manner in a residential sale at any place within the limits of the City without first having obtained a license therefor. The issuance of a license under the provisions of this chapter shall not exempt such person from the terms and provisions of any other ordinance of the City, and for the issuance of the license the City Clerk shall collect a fee as set by the Council, provided, for any residential sale to be conduct on the first Friday or first Saturday in June of each year, the license shall be issued without fee.
- B. A separate license shall be required for each location at which a residential sale is to be held, and no location shall be eligible for more than one license in any six-month period, and if more than one family group is participating in the sale, each family or group participating therein shall obtain such a license.

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

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

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

SECTION 5. EMERGENCY. 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 1st DAY OF MAY, 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 1st day of May, 2023.

John Tyler Hammons, City Attorney

ORDINANCE NO. 1355-2023

AN ORDINANCE TO CLOSE A PORTION OF WILCOX CIRCLE.

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

SECTION 1.

That from and after the passage and effective date of this Ordinance the street is closed for the following described real estate in the City of Tahlequah, Cherokee County, Oklahoma, to-wit:

LEGAL DESCRIPTION

That portion of Wilcox Circle in Cherry Springs Estates to the City of Tahlequah, Oklahoma described as follows to-wit: 25.0 feet on each side of the following described centerline; Beginning at a point

S 89°59'46" W, 25.0 feet from the Southwest corner of Lot 5, Block 4 of Cherry Springs Estates to the City of Tahlequah, Oklahoma, said point being on the centerline of Wilcox Circle; thence N 0°00'14" W, along the centerline of Wilcox Circle, 33.08 feet; thence in a Northeasterly direction on a curve to the right, having a radius of 170.0 feet, the chord being N 44°41'16" E, 239.11 feet, an arc distance of 265.19 feet; thence N 89°22'26" E, 910.0 feet to the Point of Ending, being

N 0°37'34" W, 25.0 feet from the Northeast corner of Lot 9, Block 4 of Cherry Springs Estates to the City of Tahlequah Oklahoma.

AND

That portion of Tract No. 1 of Cherry Springs Estates to the City of Tahlequah, Oklahoma, described as follows; that part of said Tract No. 1 lying North of a line described as beginning at the Southwest corner of Lot 5, Block 4 of Cherry Springs Estates to the City of Tahlequah, Oklahoma thence S 89°59'46" W to the West boundary of Cherry Springs Estates to the City of Tahlequah, Oklahoma and lying West of a line described as Beginning at the Northeast corner of Lot 9, Block 4 of Cherry Springs Estates to the City of Tahlequah, Oklahoma thence N 0°37'34" W to the North boundary of Cherry Springs Estates to the City of Tahlequah, Oklahoma.

PASSED and APPROVED this _____ day of _____, 2023.

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

BY: _____
MAYOR: Suzanne Myers

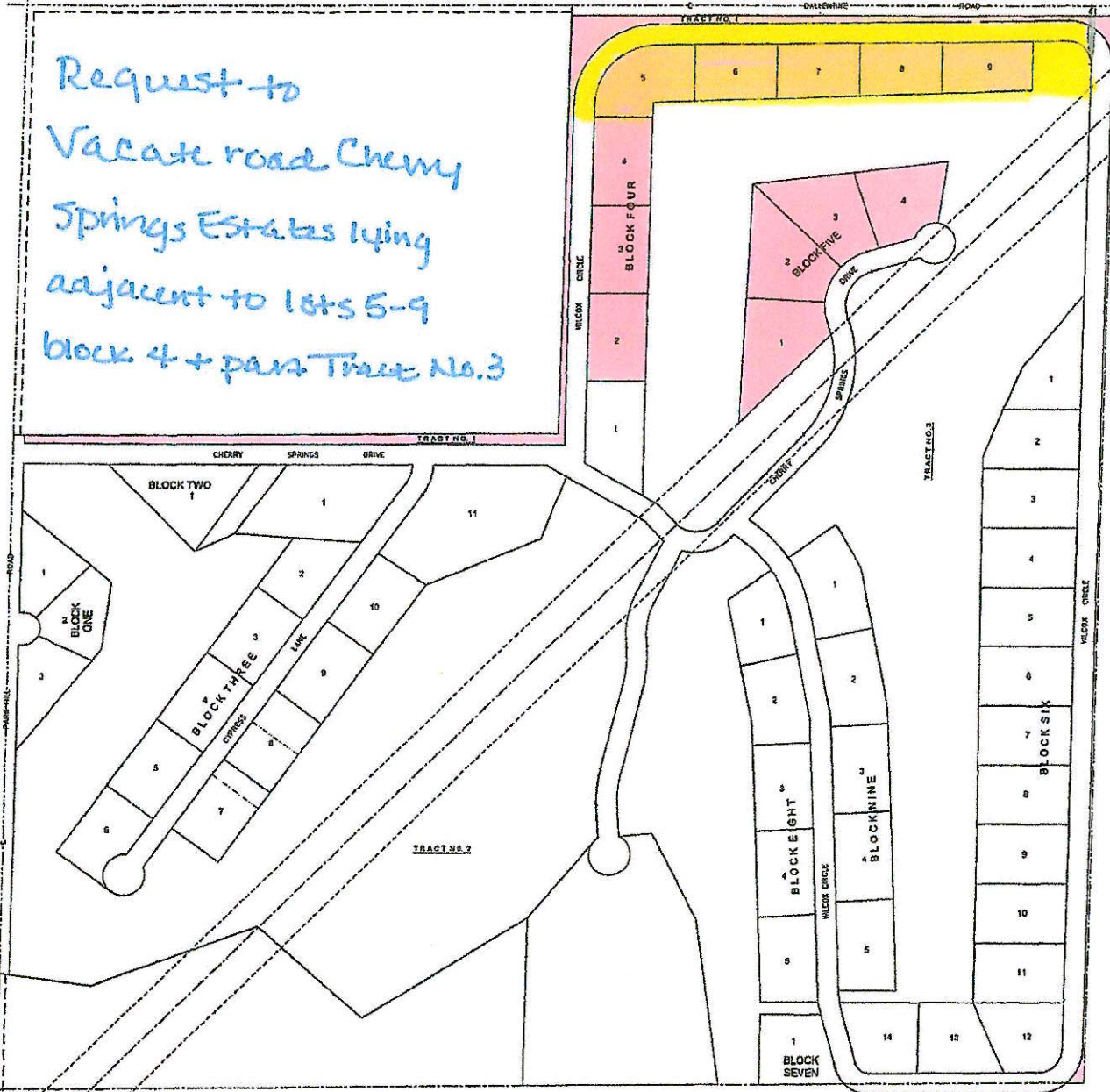
ATTEST:

CITY CLERK: Whitney Shaw

Approved as to form and legality:

CITY ATTORNEY: John Tyler Hammons

Request to
Vacate road Cherry
Springs Estates lying
adjacent to lots 5-9
block 4 + part Tract No.3



LEGAL DESCRIPTION:

Lots 2, 3, 4, 5, 6, 7, 8 and 9 all in Block 4 and Lots 1, 2, 3 and 4 all in Block 5 and all of Tract 1 of Cherry Springs Estates to the City of Tahlequah, Cherokee County, State of Oklahoma.

