



May 9, 2023

Mayor Myers & City Councilors
City of Tahlequah

RE: Nomination and Appointment of THA Trustees

Dear Mayor Myers and City Councilors,

At the May 8, 2023 Regularly Scheduled Tahlequah Hospital Authority Board of Trustees meeting and in accordance with the Second Amendment to the Trust Indenture of the Tahlequah Hospital Authority, in Article V, Section 1: *The Trustees shall provide the Mayor of Tahlequah and the City Council of the City of Tahlequah with a name or names of recommended qualified candidates to consider as successor Trustees. All appointments of successor Trustees shall be made by a majority vote by the members of the City Council of the City of Tahlequah, Oklahoma, the Beneficiary,* the following recommendations were approved.

Chairman Gosnell stated that the Tahlequah Hospital Authority Board of Trustees term for Seat #1 is ending. He opened the floor to recommendations for Seat #1 currently held by Mike Watkins. Following a discussion, a motion was made by Dr. Nolan and seconded by Ms. Davis recommending the re-appointment of Mike Watkins to Seat #1 on the Tahlequah Hospital Authority Board of Trustees.

Vote: Mr. Highers-aye; Dr. Nolan-aye; Mr. Watkins-aye; Ms. Choate-aye; Ms. Davis-aye; and Dr. Gosnell-aye.

Action: The motion carried.

Chairman Gosnell stated that a vacancy exists on the Tahlequah Hospital Authority Board of Trustees Seat #7. He opened the floor to recommendations for filling Seat #7 formerly held by Carol Choate. Following a discussion, a motion was made by Dr. Nolan and seconded by Ms. Davis recommending the initial appointment of Mark Herrin to fill the vacancy of Seat #7 on the Tahlequah Hospital Authority Board of Trustees.

Vote: Dr. Nolan-aye; Mr. Watkins-aye; Ms. Choate-aye; Ms. Davis-aye; Mr. Highers-aye; and Dr. Gosnell-aye.

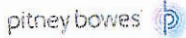
Action: The motion carried.

Sincerely,

A handwritten signature in black ink that reads "Charles Gosnell M.D." with a stylized flourish at the end.

Charles Gosnell, M.D., Chairman
Tahlequah Hospital Authority Board of Trustees

COPY



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF TAHLEQUAH

736005455

Sold-To: Address

111 S CHEROKEE AVE, TAHLEQUAH, OK, 74464-3801, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Elliott Reif

918-525-4707

0012946886

Bill-To: Address

111 S CHEROKEE AVE, TAHLEQUAH, OK, 74464-3801, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Elliott Reif

918-525-4707

0012946886

elliott.reif@cityoftahlequah.com

Ship-To: Address

111 S CHEROKEE AVE, TAHLEQUAH, OK, 74464-3801, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Elliott Reif

918-525-4707

0012946886

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 57.10	\$ 171.30

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power[®] transaction fees included
 (X) Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; SW1008

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Davinder Heslin

davinder.heslin@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



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

- CLICK ON THE “**GOVERNMENT**” TAB
- CLICK ON “**BUDGETS & AUDITS**”
- CLICK ON “**BUDGETS**” & CHOOSE “**2023-2024 Proposed Budget (PDF)**”

ENGAGEMENT OF INDEPENDENT CONTRACTOR

COPY

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, or, if the amount is not specifically designated for the grant the Contractor shall be compensated no more than 6% of the awarded grant amount. 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.

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

____ Initials of City Representative(s) ____ Initials of Contractor Representative
ENGAGEMENT OF INDEPENDENT CONTRACTOR- 31 Dynamic Group, LLC

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 granter.

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.

Suzanne Myers, Mayor

Whitney Shaw, City Clerk

_____, Contractor

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	
			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																		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

- 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 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

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 15th day of May, 2023.

John Tyler Hammons, City Attorney

ORDINANCE NO. 1356-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE; PART 14, STREETS AND PUBLIC WORKS; CHAPTER 14-2, USE AND OBSTRUCTION OF STREETS AND SIDEWALKS; BY ADDING SECTION 14-226, STREET CLOSURE PROCEDURE; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. NEW LAW. Section 14-226 of Chapter 2 of Part 14 of the Tahlequah City Code is hereby added to the City Code and shall read as follows:

Section 14-226 Street Closure Procedure

A. As used in this section, the following terms shall have the following meanings:

Close means the enactment of an ordinance closing and discontinuing the public use of a public way or easement without affecting title to real property;

Easement means rights in real property as set forth in 60 OS § 49.

Public way means a street, avenue, boulevard, alley, easement, lane or thoroughfare open for public use.

Special Events Committee means the street closure committee established by Section 11-202 of the Tahlequah City Code.

B. The applicant shall apply to the planning commission in writing for the closure of any public way. The written application on a form provided by the planning director shall contain the following information:

1. The full name, address, and phone number of the applicant;
2. A complete legal description of the public way or easement which applicant wishes to close;
3. A complete list of the reasons upon which applicant bases his or her request for closure of the public way or easement;
4. A list of all holders of a franchise or easement located within the public way or easement sought to be closed;
5. A certified list of the names and addresses of all property owners of record within three hundred (300) feet of the public way sought to be closed. This list must be certified as current and accurate by a registered professional engineer, and attorney, a bonded abstractor, or a registered land surveyor.

6. A nonrefundable application fee as set out in the fee schedule shall be paid at the time of filing of the application.
- C. After the application and all required information are submitted, the planning director shall place the item on the next special events committee agenda. The special events committee shall investigate to determine the desirability of closing such public way or easement and recommends the approval or denial of said request. The special events committee shall make a recommendation no later than the date of the hearing of the application by the planning commission.
- D. On receipt of the written application, the planning director shall select a date for hearing the application and see that the same is placed on the agenda of the planning commission, no less than thirty (30) days from the date of submission of said written application.
- E. Upon receiving the date the planning commission shall hear the application from the planning director, the applicant shall:
 1. Publish in a newspaper qualified to print legal publications, one time, at least fifteen (15) days prior to the meeting of the planning commission a notice of the application and hearing; said notice to contain the following:
 - i. The name of the applicant;
 - ii. A description of the public way or easement to be closed;
 - iii. A map depicting the area proposed to be closed;
 - iv. The date and time of the public hearings and the location thereof.
 2. Send written notification:
 - i. All owners of land, as shown by the current year's tax rolls in the office of the county treasurer, within three hundred (300) feet of the public way or easement sought to be closed;
 - ii. All persons, firms or corporations, not otherwise required to be notified, that are known by the applicant to claim an interest or right in the public way or easement sought to be closed; and
 - iii. Any holder of a franchise or easement within the area proposed to be closed.
- F. Following consideration of the application the planning commission shall forward their recommendation to the City Council.

- G. The City Council shall hear and consider the same and render a final decision to approve or disapprove said application. If the City Council shall deem it appropriate to close the public way, the City Council shall approve an ordinance closing the public way or easement.
- H. The City shall retain the absolute right to reopen the public way or easement without expense to the municipality. The public way or easement may be reopened by ordinance whenever:
 - 1. The City Council deems it necessary; or
 - 2. An application from the property owners owning more than one-half in area of the property abutting on the public way or easement previously closed is filed with the City Council.
- I. Closing of the public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.
- J. The partial closing of a public way or easement is not permitted. By way of illustration and not as a limitation, closing only one-half of an alley in a block will not be allowed.

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. 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.

(SIGNATURE PAGE FOLLOWS)

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

Suzzanne Myers, Mayor

(SEAL)

ATTEST:

Whitney Shaw, City Clerk

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

John Tyler Hammons, City Attorney



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

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.

NOTES:

1. Contractor to verify the mounting schedule and provide a detail drawing for each mounting situation, prior to fabrication. Fabricator will obtain approval from the Designer or Client for mounting prior to fabrication.
2. All vinyl and painted surfaces shall receive a compatible anti-graffiti (and UV) clear coat or vinyl over laminate.
3. Hardware: All exposed hardware shall be tamper proof fasteners.
4. Contractor shall provide shop drawings for all structural components, signed and sealed by a licensed engineer in the State of this project.

ENVIRONMENTS & EXPERIENCES

merje

DATE	CLIENT / PROJECT
------	------------------

BY NUTRITION

57

[illegible]

PROJECT NO.

SHEET TITLE

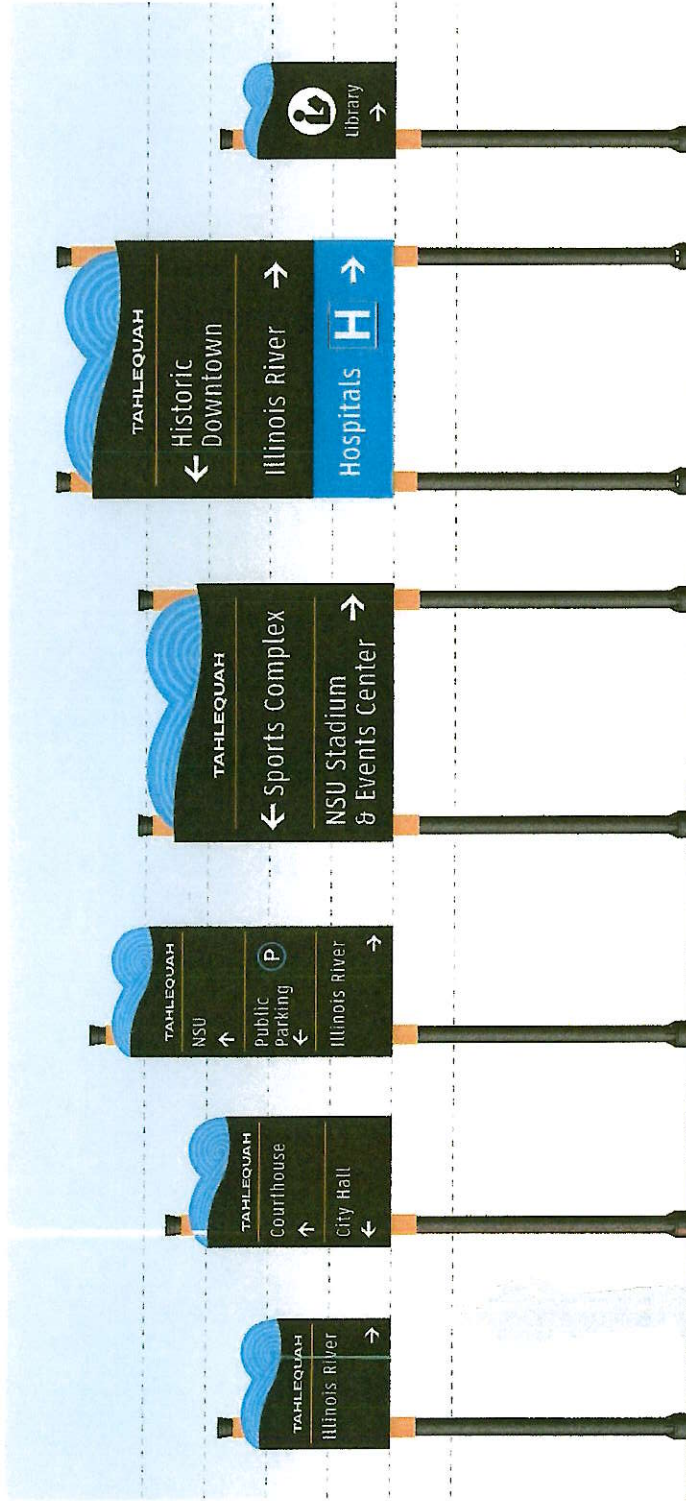
Gateway Signs

REVISIONS

SHEET NO.

3/4/20

C.1



COPY

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 or 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