

**MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – AUGUST 8, 2023 - 5:30 PM**

1. MEETING CONVENED

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

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

Others present: City Attorney JT Hammons, Interim City Administrator Ray Hammons,
City Clerk Whitney Shaw, IT Support Kendall Collins

Absent: City Treasurer Marty Hainzinger

Invocation: Chief of Police Nate King
Flag salute.

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: 896 4230 1135** **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

Kathy Cott and Dexter Scott.

4. CONSENT AGENDA

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

- a) Approve the **minutes** from the **June 29th, 2023** and the **July 3rd, 7th, and 17th, 2023** City Council meetings.
- b) Acknowledge receipt of the **June 2023 check register**.
- c) Acknowledge receipt of the **June 2023 purchasing card statement**.
- d) Acknowledge receipt of the **June 2023 investment schedule**.

- e) Acknowledge receipt of the **Tahlequah Hospital Authority** monthly report for July 2023.
- f) **Removed by Councilor Stephen Highers.**
- g) Approve Mayor's appointment of **Josh Allen** to **TRDA Board**.
- h) Approve the purchase for Solid Waste of a **Western Star 47X with GalFab large roll-off truck** under **State contract #SW035T**, in the amount of \$220,196.00 from Premier Truck Group.
- i) Approve the purchase for Parks & Recreation of a **Kubota Skid Steer SVL75-3HWVC** under **State Contract #SW0196NE**, in the amount of \$67,955.38 from Stewart Martin Kubota.
- j) Authorize the Mayor to sign a **public utility easement** granted by D and R Tahlequah, LLC.
- k) Authorize the Mayor to sign a **public utility easement** granted by Alan & Kimberly Johnson and David Cross and Elizabeth Nielson.
- l) To accept the resignation from Brian Jordan, Dispatcher in the Police Department effective July 31, 2023.
- m) To accept the resignation from Tabor Robinson, Lifeguard in the Parks and Recreation Department effective August 1, 2023.
- n) To accept the resignation from Ryan Dark, PT Laborer in the Parks and Recreation Department effective August 1, 2023.
- o) To increase the rate of pay from \$11.13 per hour to \$12.25 per hour for PT Laborers Grant Webb and Jack Clark, in the Parks and Recreation Department effective August 7, 2023.
- p) **Removed by Councilor Long.**

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

Nays: None

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Introduction of and presentation by Jeremy Jones, Eastern Oklahoma Library Systems

REGULAR SESSION

6. Discussion and possible action on items removed from the **consent** agenda. Councilor Highers made a motion and Councilor Long seconded to approve item **(f)**: Acknowledge receipt of the **Eastern OK Library System** pre fiscal year 24 Operating Budget and the pre fiscal year 24 Branch Budget.

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

Nays: None

Motion carried

Councilor Long made a motion and Councilor Allen seconded to approve item **(p)**: To approve Tahlequah Fire Chief Casey Baker's recommendation to promote, due to a budget increase by the Mayor and Council, Volunteer Firefighter, Jesus Nava, to Firefighter/Driver in the Tahlequah Fire Dept.

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

Nays: None

Motion carried

7. A **discussion** was held, related to construction on **Ross Street**.
8. First reading of **Ordinance No. 1363-2023** by City Clerk Whitney Shaw.
9. Councilor Allen made a motion and Councilor Baker seconded to approve authorization for the Mayor to enter into an agreement with **Kelly Engineering & Associates, Inc.** for engineering services for the **White Avenue Project** in the amount of \$59,000 for roadway design and \$9,300 for Stormwater detention design.

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

10. Councilor Highers made a motion and Councilor Allen seconded to approve **Ordinance No. 1362-2023**.

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

11. Councilor Highers made a motion and Councilor Long seconded to exit Regular Session and enter into **Executive Session** at 6:10 p.m.

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

Councilors returned from Executive Session at 8:16 p.m.

12. **No action taken.**

13. **No action taken.**

14. Councilor Allen made a motion and Councilor Long seconded to authorize Mayor Myers and City Administrator Taylor Tannehill to purchase real property located in Wood Ridge Addition.

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

15. **No action taken.**

16. Meeting adjourned 8:18 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
MONDAY, AUGUST 21, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

Public Notice of meeting provided July 5, 2023 at 8:00 a.m. at 111 S. Cherokee Ave.
Tahlequah, OK.

ZOOM ID: 846 9491 6140 **PASSWORD:** 4560651

-
1. **MEETING CONVENED** and called to order by Mayor Myers at 5:30p.m.
 2. City Clerk Whitney Shaw called the **Roll call as follows:**

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

Others Present:

Mayor Suzanne Myers, City Attorney John Tyler Hammons, City Administrator Taylor Tannehill, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, IT Support Kendall Collins

3. **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: 896 9491 6140 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.

4. **PUBLIC COMMENTS**

No public comments were made.

5. **CONSENT AGENDA**

Councilor Long made a motion and Councilor Allen seconded to approve the Consent Agenda as follows:

- a) To approve nomination and appointment of **Troy Kent Davis** to the **Tahlequah Hospital Authority Board.**
- b) **Removed by Councilor Allen.**

- c) Approve lease of 2024 Ford F-350 for the **Maintenance Department** through **Enterprise Fleet Management**, budgeted and paid for by GL Code: 210-50-8459.
- d) Approve lease of **2024 Ford F-350** for the **Parks & Recreation Department** through **Enterprise Fleet Management**, budgeted and paid for by GL Code: 210-50-8503.
- e) Approve lease of a second **2024 Ford F-350** for the **Parks & Recreation Department** through **Enterprise Fleet Management**, budgeted and paid for by GL Code: 210-50-8503.
- f) Approve the purchase for Solid Waste of a **Western Star 47X with GalFab small roll-off truck** under **State contract #SW035T**, in the amount of \$158,038.00 from **Premier Truck Group**.
- g) Approve lease of four (4) Dodge Durangos from Enterprise Fleet Management for **patrol vehicles** in the **Police Department**, using current **Police Department** budget.
- h) **Removed by Councilor Allen.**
- i) Approve appointment of **Jeff Thorne** to the **Abatement Board**.
- j) To accept the **resignation** from **Chase Robertson**, Laborer/Operator in the **Street Department**, effective August 15, 2023. **(HR)**
- k) To hire **Robert Harrell** as a Driver in the **Solid Waste Department** at \$35,500 annually, effective August 22, 2023. **(HR)**
- l) To accept the resignation from **Jeremy Schlarb**, Mechanic in the **Solid Waste Department**, effective July 21, 2023. **(HR)**
- m) To hire **Aaron Colvin** as a Mechanic in the **Solid Waste Department** at \$33,500 annually, effective August 22, 2023. **(HR)**
- n) Approval to increase CIF Budget for **Street Department Truck** PO cancelled from prior year.

Vote: Ayes: Long, Allen, Highers, Baker

Nays: None

Motion carried

REGULAR SESSION

6. Discussion and possible action on items removed from the **consent agenda**.

- b) Councilor Allen made a motion and Councilor Long seconded to **approve with modifications** the acceptance of a \$4050.00 **donation** from **PETCO** and place in the “spay and neuter” program and amend the budget accordingly.

Vote: Ayes: Allen, Long, Highers, Baker

Nays: None

Motion carried

- h) Councilor Allen made a motion and Councilor Long seconded to approve with modifications to accept and place a \$20,000 **donation for law enforcement equipment** from the **Cherokee Nation** into the appropriate restrictive fund and amend the budget accordingly.

Vote: Ayes: Allen, Long, Baker, Highers

Nays: None

Motion carried

7. PROPOSED EXECUTIVE SESSION

Councilor Long made a motion and Councilor Highers seconded to exit Regular Session and enter into **Executive Session** at 5:33 p.m. Council returned to regular session at 5:52 p.m.

Vote: Ayes: Long, Highers, Baker, Allen

Nays: None

Motion carried

8. Councilor Highers made a motion and Councilor Baker seconded to accept the negotiated **contract for 2023-2024** with the **Fraternal Order of Police Lodge No. 201.**

Vote: Ayes: Highers, Baker, Allen, Long

Nays: None

Motion carried

9. Meeting **adjourned** at 5:53 p.m.

Report Criteria:

Journal Code: Journal code = "CDA"

Journal	Payee or Description	Date	Check Number	Amount
CDA	4-G Service & Supply Inc.	07/03/2023	57657	7.50
CDA	Aaron Garrett	07/03/2023	57658	168.37
CDA	Adrian Farm Supply LLC	07/03/2023	57659	2,609.90
CDA	ALLRIGGS LLC	07/03/2023	57660	2,873.87
CDA	Amazon Capital Services, Inc.	07/03/2023	57661	2,524.10
CDA	American Lock Shop	07/03/2023	57662	165.00
CDA	Arkholia Sand & Gravel	07/03/2023	57663	30,780.21
CDA	Ascentis Corporation (Prior- Novatime)	07/03/2023	57664	31.95
CDA	Associated Supply Co Inc	07/03/2023	57665	3,500.00
CDA	AT&T Mobility II LLC (CITY HALL)	07/03/2023	57666	548.34
CDA	ATC Freightliner Group	07/03/2023	57667	191.18
CDA	B&B Services	07/03/2023	57668	240.00
CDA	Battery/Outfitters	07/03/2023	57669	235.87
CDA	Bill John Baker II	07/03/2023	57670	7,315.00
CDA	Broken Arrow Electric Supply	07/03/2023	57671	746.35
CDA	Burrow/Construction LLC	07/03/2023	57672	2,437.33
CDA	Capital One - Wal-mart Card	07/03/2023	57673	132.24
CDA	Chaffin Surveying, LLC	07/03/2023	57674	1,750.00
CDA	Chamber of Commerce	07/03/2023	57675	59,523.09
CDA	Cherokee County Board of Comm.	07/03/2023	57676	29.28
CDA	Cherokee County Clerk	07/03/2023	57677	54.00
CDA	Cherokee County Sign Shop	07/03/2023	57678	911.45
CDA	Cintas Corp #2	07/03/2023	57679	351.01
CDA	Conrad Fire Equipment	07/03/2023	57680	1,873.30
CDA	Crimson Steel Supply LLC	07/03/2023	57681	28,028.04
CDA	Davis Oil Co, Inc	07/03/2023	57682	335.70
CDA	Dell Marketing L.P.	07/03/2023	57683	4,551.85
CDA	DJ Products INC	07/03/2023	57684	9,998.55
CDA	FourNinety Creations, LLC	07/03/2023	57685	1,545.00
CDA	Fuelman of Oklahoma or	07/03/2023	57686	5,058.55
CDA	Galls, Inc	07/03/2023	57687	1,185.00
CDA	Glidewell Distributing Co, Inc.	07/03/2023	57688	1,504.56
CDA	Green Country Abstract	07/03/2023	57689	88,657.50
CDA	Greg's Port-A-Potties	07/03/2023	57690	75.00
CDA	H & H Quality Tires and Auto LLC	07/03/2023	57691	1,068.16
CDA	Hearth & Pool Services LLC	07/03/2023	57692	596.70
CDA	Holloway, Updike & Bellen, Inc	07/03/2023	57693	19,675.00
CDA	Holt Truck Centers	07/03/2023	57694	2,776.52
CDA	Johnny Freeze Cream Ice, LLC	07/03/2023	57695	900.00
CDA	Lake Region Electric-Telecom	07/03/2023	57696	206.82
CDA	Law Enforcement Systems	07/03/2023	57697	274.00
CDA	LawnStars Landscaping, LLC	07/03/2023	57698	4,430.00
CDA	Locke Supply	07/03/2023	57699	259.94
CDA	Love Bottling Company	07/03/2023	57700	1,492.80
CDA	Lowe's Home Centers Inc.	07/03/2023	57701	94.92
CDA	Lowry Hardware & Furniture, Inc	07/03/2023	57702	5,468.60
CDA	Macquarie Equipment Capital Inc.	07/03/2023	57703	374.00
CDA	Medline Industries, Inc.	07/03/2023	57704	3,017.72
CDA	Mitchell Sellers	07/03/2023	57705	54.14
CDA	Motorola Solutions, Inc.	07/03/2023	57706	127,409.22
CDA	Muskogee Communications, Inc	07/03/2023	57707	4,782.00
CDA	NAFECO	07/03/2023	57708	443.50
CDA	Northeastern Health System	07/03/2023	57709	74.00
CDA	Northeastern State University	07/03/2023	57710	90.90
CDA	Ok Dept of Env Quality	07/03/2023	57711	748.11
CDA	Ok St Firefighters Assn	07/03/2023	57712	240.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	Oklahoma Conservation Commission	07/03/2023	57713	4,641.80
CDA	O'Reilly Auto Parts	07/03/2023	57714	184.21
CDA	Osman Equipment	07/03/2023	57715	1,520.00
CDA	OTA	07/03/2023	57716	28.00
CDA	Paceline Cyclery	07/03/2023	57717	85.00
CDA	Quality Data Products	07/05/2023	57718	.00
CDA	Richard Smith	07/03/2023	57719	1,400.00
CDA	Robb Diesel and Automotive Repair LLC	07/03/2023	57720	1,813.15
CDA	Ryadd LLC	07/03/2023	57721	2,304.00
CDA	Sadler Paper Supply	07/03/2023	57722	765.15
CDA	Sand Tech Screening LLC	07/03/2023	57723	3,455.00
CDA	SHI Corp	07/03/2023	57724	5,347.09
CDA	Southern Tire Mart, LLC	07/03/2023	57725	1,635.48
CDA	Springwater Lawn Care LLC	07/03/2023	57726	4,350.00
CDA	Stanard & Associates, Inc.	07/03/2023	57727	502.50
CDA	Tahlequah Daily Press	07/03/2023	57728	1,248.00
CDA	Tahlequah Printing Co	07/03/2023	57729	928.19
CDA	THIRD GENERATION ELECTRICAL INC	07/03/2023	57730	1,231.24
CDA	Tim M Synar	07/03/2023	57731	140.00
CDA	Total Pest Control	07/03/2023	57732	65.00
CDA	Tulsa Winnelson	07/03/2023	57733	634.30
CDA	TYR Tactical LLC	07/03/2023	57734	16,478.72
CDA	Uline, Inc.	07/03/2023	57735	1,259.71
CDA	UniFirst Holdings Inc	07/03/2023	57736	42.75
CDA	VIP Technology Solutions Group, LLC	07/03/2023	57737	1,085.00
CDA	Waste Management	07/03/2023	57738	29,870.95
CDA	Weldon Truck Parts	07/03/2023	57739	1,690.83
CDA	Wheeler Metals, Inc	07/03/2023	57740	1,100.00
CDA	Wight Office Machines	07/03/2023	57741	56.39
CDA	X-Press Equipment Rental & Sales	07/03/2023	57742	5,427.21
CDA	A & C Fire Extinguisher, Inc	07/12/2023	57743	321.60
CDA	Admiral Express, LLC	07/12/2023	57744	419.90
CDA	Ascentis Corporation (Prior- Novatime)	07/12/2023	57745	4,422.40
CDA	Cherokee County Clerk	07/12/2023	57746	28.00
CDA	City of Tahlequah-Street & Sidewalk Fund	07/12/2023	57747	191,541.87
CDA	CivicPlus, Inc.	07/12/2023	57748	22,200.24
CDA	County/Records, Inc	07/12/2023	57749	49.50
CDA	ESO Solutions, Inc.	07/12/2023	57750	4,075.00
CDA	JE Systems, INC.	07/12/2023	57751	312.00
CDA	Johnny Freeze Cream Ice, LLC	07/12/2023	57752	900.00
CDA	LawnStars Landscaping, LLC	07/12/2023	57753	1,215.00
CDA	Leads Online	07/12/2023	57754	3,081.00
CDA	Martin's Salvage	07/12/2023	57755	350.00
CDA	Motorola Solutions, Inc.	07/12/2023	57756	39,295.98
CDA	Ok Dept of Public Safety	07/12/2023	57757	6,660.00
CDA	Ok Municipal League	07/12/2023	57758	21,070.74
CDA	Rhonda Norris RVT	07/12/2023	57759	346.00
CDA	Sadler Paper Supply	07/12/2023	57760	1,196.68
CDA	Saltus Technologies, LLC	07/12/2023	57761	4,120.00
CDA	Sybatech, Inc--SEE VENDOR #2570!!!!	07/12/2023	57762	4,500.00
CDA	Tahlequah Public Facilities Auth	07/12/2023	57763	287,312.81
CDA	Tim M Synar	07/12/2023	57764	1,770.00
CDA	William/Marvin Johnson LLC	07/12/2023	57765	300.00
CDA	31 Dynaminc Group	07/14/2023	57771	1,250.00
CDA	Associated Supply Co Inc	07/14/2023	57772	597.98
CDA	AT&T Mobility II LLC (911 Call Towers)	07/14/2023	57773	114.70
CDA	AT&T Mobility II LLC (CITY HALL)	07/14/2023	57774	1,417.98
CDA	Chris Bellinger DVM, LLC	07/14/2023	57775	2,000.00

Journal	Payee or Description	Date	Check Number	Amount
CDA	Finish Line Fuels (dba)	07/14/2023	57776	12,644.61
CDA	Fuelman of Oklahoma or	07/14/2023	57777	14,408.13
CDA	GT Distributors - Austin	07/14/2023	57778	546.55
CDA	Hammonds, Hamby, and Price PLLC	07/14/2023	57779	4,291.67
CDA	MESO - OMUSA	07/14/2023	57780	2,115.00
CDA	Mike Palmer	07/14/2023	57781	1,645.83
CDA	NOPFA Gas/Utilities	07/14/2023	57782	464.52
CDA	Northeast OK Public Facilities	07/14/2023	57783	1,081.12
CDA	OTA	07/14/2023	57784	26.45
CDA	Pitney Bowes	07/14/2023	57785	417.98
CDA	Rhonda Norris RVT	07/14/2023	57786	529.50
CDA	Ritchie, Rock, McBride & Atwood Law Firm	07/14/2023	57787	2,956.56
CDA	Saltus Technologies, LLC	07/14/2023	57788	426.00
CDA	Surface Prep/SOT Division	07/14/2023	57789	1,320.00
CDA	THA Hospitality, LLC	07/14/2023	57790	16,064.93
CDA	UniFirst Holdings Inc	07/14/2023	57791	111.48
CDA	Waste Management	07/14/2023	57792	21,377.87
CDA	Weldon Truck Parts	07/14/2023	57793	1,575.83
CDA	Applied Concepts, Inc.	07/21/2023	57794	9,475.00
CDA	AT&T Mobility II LLC (CITY HALL)	07/21/2023	57795	1,969.26
CDA	Cherokee County Detention	07/21/2023	57796	682.00
CDA	Conrad Fire Equipment	07/21/2023	57797	867.12
CDA	Hawkeye Signs and Printing	07/21/2023	57798	1,290.00
CDA	Lake Region Electric	07/21/2023	57799	2,104.48
CDA	Lake Region Electric-Telecom	07/21/2023	57800	362.66
CDA	Municipal Court CLEET Acct	07/21/2023	57801	3,412.06
CDA	Northeastern State University	07/21/2023	57802	704.30
CDA	Ok Uniform Building Code Com	07/21/2023	57803	112.00
CDA	One Source Water, LLC	07/21/2023	57804	289.59
CDA	OTA	07/21/2023	57805	6.75
CDA	Tahlequah Daily Press	07/21/2023	57806	149.00
CDA	Wight Office Machines	07/21/2023	57807	1,149.00
CDA	Cherokee County Clerk	07/21/2023	57808	72.00
CDA	Consolidated Communications	07/21/2023	57809	1,163.00
CDA	Enterprise Fleet Management, Inc.	07/21/2023	57810	16,695.33
CDA	INCOG	07/21/2023	57811	4,250.00
CDA	LawnStars Landscaping, LLC	07/21/2023	57812	1,890.00
CDA	Mike Palmer	07/21/2023	57813	1,695.20
CDA	Oklahoma State Dept of Health	07/21/2023	57814	75.00
CDA	OMMS	07/21/2023	57815	4,000.00
CDA	UniFirst Holdings Inc	07/21/2023	57816	230.63
CDA	William Marvin Johnson LLC	07/21/2023	57817	4,300.00
CDA	Arledge & Associates	07/27/2023	57828	3,500.00
CDA	EPIC Office Solutions	07/27/2023	57829	439.57
CDA	General Code, LLC	07/27/2023	57830	1,180.00
CDA	Holloway, Updike & Bellen, Inc	07/27/2023	57831	20,500.00
CDA	ID Wholesaler	07/27/2023	57832	239.88
CDA	J & R Equipment, LLC	07/27/2023	57833	4,937.41
CDA	Northeastern Health System	07/27/2023	57834	74.00
CDA	TPWA Utilities	07/27/2023	57835	56,101.22
CDA	BenefitScape	07/27/2023	57836	1,122.50
CDA	Burton Pools and Spas, LLC	07/27/2023	57837	1,176.54
CDA	CDL Electric Co., Inc.	07/27/2023	57838	3,006.25
CDA	Chamber of Commerce	07/27/2023	57839	90,592.00
CDA	City of Tahlequah-Street & Sidewalk Fund	07/27/2023	57840	350,000.00
CDA	Ergon Asphalt & Emulsions, Inc	07/27/2023	57841	2,204.63
CDA	Geri Cruz	07/27/2023	57842	350.00
CDA	Glidewell Distributing Co, Inc.	07/27/2023	57843	1,511.55

Journal	Payee or Description	Date	Check Number	Amount
CDA	Greg's Port-A-Potties	07/27/2023	57844	75.00
CDA	LawnStars Landscaping, LLC	07/27/2023	57845	1,555.00
CDA	Lowe's Home Centers Inc.	07/27/2023	57846	763.08
CDA	Northeastern State University	07/27/2023	57847	5,000.00
CDA	Ok Municipal Assurance Group	07/27/2023	57848	62,167.50
CDA	Professional Turf Products	07/27/2023	57849	3,659.89
CDA	Rambin Petroleum, Inc	07/27/2023	57850	3,138.60
CDA	Sand Tech Screening LLC	07/27/2023	57851	727.00
CDA	Tahlequah Main Street Assoc.	07/27/2023	57852	32,500.00
CDA	UniFirst Holdings Inc	07/27/2023	57853	59.99
CDA	Valbridge Property Advisors (dba)	07/27/2023	57854	2,900.00
CDA	Waste Management	07/27/2023	57855	25,257.54
CDA	X-Press Equipment Rental & Sales	07/27/2023	57856	140.00
Grand Totals:				<u>1,938,402.75</u>

Elan

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



ACCOUNT NUMBER 4715 1103 0418 6724
STATEMENT DATE 07-25-2023
AMOUNT DUE \$20,574.15
NEW BALANCE \$20,574.15
PAYMENT DUE ON RECEIPT

Handwritten initials: HX and ER

000143989 02 SP 106481795545018 S
CITY OF TAHLEQUAH
ATTN MARTY HAINZINGER
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801

AMOUNT ENCLOSED
\$

Please make check payable to
CORPORATE PAYMENT SYSTEMS

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

4715110304186724 002057415 002057415

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CITY OF TAHLEQUAH 4715 1103 0418 6724	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$0.00	\$20,656.22	\$0.00	\$0.00	\$0.00	\$82.07	\$0.00	\$20,574.15

NEW ACTIVITY

MARK WHITTMORE
4715-1155-4094-1287

CREDITS \$0.00 PURCHASES \$969.27 CASH ADV \$0.00 TOTAL ACTIVITY \$969.27

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24692163191100128161318	SQ *COKE REFRIGERATION LL TAHLEQUAH OK	185.00
07-12	07-11	24692163192101111636950	LOWES #01818* TAHLEQUAH OK	498.00
07-13	07-12	24416063193900012300053	H & H AUTO TAHLEQUAH OK	286.27

TIFFANY D SIEN
4715-1155-5358-6631

CREDITS \$0.00 PURCHASES \$2,679.90 CASH ADV \$0.00 TOTAL ACTIVITY \$2,679.90

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-06	07-05	24000973186059503669236	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	26.77
07-10	07-07	24226383188360912383015	WAL-MART #0010 TAHLEQUAH OK	200.88
07-13	07-11	24445003193200134940089	FSP*HEARTH AND POOL TAHLEQUAH OK	465.30
07-13	07-12	24445003193300595831270	FSP*HEARTH AND POOL TAHLEQUAH OK	55.00
07-13	07-12	24692163193101824936431	AMZN MKTP US*PA7328523 AMZN.COM/BILL WA	57.96
07-13	07-12	24692163193102052500782	AMZN MKTP US*ZX02315F3 AMZN.COM/BILL WA	67.78
07-17	07-14	24455013195141000028423	WAL-MART #0010 TAHLEQUAH OK	167.52

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

4715-1103-0418-6724

STATEMENT DATE

07/25/23

DISPUTED AMOUNT

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	.00
PURCHASES & OTHER CHARGES	20,656.22
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	82.07
PAYMENTS	.00
ACCOUNT BALANCE	20,574.15

SEND BILLING INQUIRIES TO:

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

AMOUNT DUE

20,574.15



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 07-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-18	07-17	24692163198103401234789	AMZN MKTP US*KF5WA7S13 AMZN.COM/BILL WA	116.39
07-19	07-18	24445003199300591600178	FSP*HEARTH AND POOL TAHLEQUAH OK	499.20
07-24	07-20	24137463202100473415230	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	38.50
07-25	07-24	24445003205300589933435	FSP*HEARTH AND POOL TAHLEQUAH OK	984.60

RAY C HAMMONS 4715-1155-9920-2102	CREDITS \$0.00	PURCHASES \$756.16	CASH ADV \$0.00	TOTAL ACTIVITY \$756.16
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-12	07-11	24416063192900012200015	H & H AUTO TAHLEQUAH OK	667.16
07-21	07-19	24013393201002266966206	HAMPTON INN & SUITES OKLA OKLAHOMA CITY OK	89.00

ROCKIE S NEUGIN 4715-1156-0559-2785	CREDITS \$0.00	PURCHASES \$815.50	CASH ADV \$0.00	TOTAL ACTIVITY \$815.50
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-10	07-06	24733093188091491000156	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	209.97
07-17	07-14	24137463195300815393033	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	124.91
07-17	07-14	24137463196600192089297	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	147.74
07-17	07-14	24733093196091497000051	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	45.96
07-17	07-14	24733093196091497000051	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	26.79
07-18	07-17	24000973198122002442228	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	154.99
07-21	07-19	24137463201500768252365	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	54.50
07-21	07-19	24137463201500768252449	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	50.64
07-25	07-24	24137463205300752628621	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	

JUSTIN HACKWORTH 4715-1156-7928-8443	CREDITS \$0.00	PURCHASES \$24.98	CASH ADV \$0.00	TOTAL ACTIVITY \$24.98
--	--------------------------	-----------------------------	---------------------------	----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-13	07-12	24692163193102023435894	LOWES #01818* TAHLEQUAH OK	24.98

JOHN N KING 4715-1156-8129-5659	CREDITS \$0.00	PURCHASES \$519.55	CASH ADV \$0.00	TOTAL ACTIVITY \$519.55
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-24	07-22	24228993204018013314024	HILTON GARDEN INN NORMAN 405-579-0100 OK 343930 ARRIVAL: 07-16-23	519.55

TRAVIS MILLER 4715-1157-2994-5018	CREDITS \$0.00	PURCHASES \$22.16	CASH ADV \$0.00	TOTAL ACTIVITY \$22.16
---	--------------------------	-----------------------------	---------------------------	----------------------------------



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 07-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-17	07-14	24692163195100770021436	LOWES #01818* TAHLEQUAH OK	22.16

ERIC LAMONS 4715-1157-3760-8723	CREDITS \$0.00	PURCHASES \$1,545.47	CASH ADV \$0.00	TOTAL ACTIVITY \$1,545.47
---	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-04	07-03	24431053185838000226660	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	179.76
07-06	07-05	24137463187600171350661	FASTENAL COMPANY 01OKTAH 507-453-8920 OK	72.67
07-12	07-11	24431053193838001867256	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	53.13
07-12	07-11	24941663192838000010031	DAVIS OIL CO., INC. TAHLEQUAH OK	962.70
07-13	07-12	24431053194838000257003	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	272.52
07-19	07-18	24431053200838001416584	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	4.69

RICHARD S COFFRON 4715-1158-2220-5658	CREDITS \$0.00	PURCHASES \$144.65	CASH ADV \$0.00	TOTAL ACTIVITY \$144.65
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-10	07-07	24431053189838000531677	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	44.65
07-13	07-12	24492153193715667871190	EB OFMA STORMWATER QU 801-413-7200 CA	100.00

BRIAN F SPEAKE 4715-1158-7238-3991	CREDITS \$82.07	PURCHASES \$652.49	CASH ADV \$0.00	TOTAL ACTIVITY \$570.42
--	---------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-04	07-03	24692163184104735196435	LOWES #01818* TAHLEQUAH OK	42.96
07-06	07-05	24055223186207509200043	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	154.81
07-14	07-13	74000973194101502812550	LOCKE SUPPLY WE TAHLEQUAH TAHLEQUAH OK	82.07 CR
07-14	07-13	24000973194100303807889	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	82.07
07-18	07-17	24421143198900010400010	SAND TECH SCREENING LLC TAHLEQUAH OK	242.78
07-20	07-19	24055223200207509200086	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	129.87

WALTER S YOUNG 4715-1160-9641-0701	CREDITS \$0.00	PURCHASES \$2,176.27	CASH ADV \$0.00	TOTAL ACTIVITY \$2,176.27
--	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-06	07-05	24416063186900011800029	H & H AUTO TAHLEQUAH OK	7.80
07-07	07-06	24416063187900011900034	H & H AUTO TAHLEQUAH OK	7.80
07-10	07-06	24251383188030055053364	KEYS LAWN AND GARDEN PARK HILL OK	62.14
07-12	07-11	24416063192900012200031	H & H AUTO TAHLEQUAH OK	135.19
07-12	07-11	24431053193838001355971	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	81.73
07-14	07-13	24226383194360944852864	WAL-MART #0010 TAHLEQUAH OK	16.07
07-14	07-13	24416063194900012400043	H & H AUTO TAHLEQUAH OK	10.40
07-14	07-12	24498133194030053632809	MUSKOGEE COMMUNICATIONS I MUSKOGEE OK	72.00
07-17	07-16	24431053198838000749757	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	148.22



Company Name: CITY OF TAHLEQUAH

Corporate Account Number: 4715 1103 0418 6724

Statement Date: 07-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-19	07-18	24431053200838001753085	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	239.98
07-21	07-20	24137463201300788785241	SOUTHERN TIRE MART #349 601-424-3200 AR	545.16
07-21	07-20	24137463201300788785324	SOUTHERN TIRE MART #349 601-424-3200 AR	545.16
07-21	07-20	24416063201900012900043	H & H AUTO TAHLEQUAH OK	100.87
07-24	07-21	24416063202900013000016	H & H AUTO TAHLEQUAH OK	36.40
07-24	07-21	24416063202900013000024	H & H AUTO TAHLEQUAH OK	41.60
07-24	07-21	24431053203838000311445	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	47.98
07-24	07-23	24431063204083752328358	AMZN MKTP US*VM1H46FQ3 AM AMZN.COM/BILL WA	16.98
07-24	07-21	24692163202106937583243	AMZN MKTP US*H727X2183 AMZN.COM/BILL WA	16.31
07-25	07-24	24431063205083304863216	AMZN MKTP US*T67O55X72 AM AMZN.COM/BILL WA	44.48

RICK DYE
4715-1161-2601-8581

CREDITS
\$0.00

PURCHASES
\$362.38

CASH ADV
\$0.00

TOTAL ACTIVITY
\$362.38

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-17	07-14	24431053196838002577422	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	215.55
07-24	07-21	24055223202207509400064	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	146.83

WHITNEY G SHAW
4715-1162-1397-0587

CREDITS
\$0.00

PURCHASES
\$1,006.95

CASH ADV
\$0.00

TOTAL ACTIVITY
\$1,006.95

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-12	07-11	24744003192900012550673	TAHLEQUAH DAILY PRESS 918-4568833 OK	16.95
07-19	07-17	24744003199900013157158	TAHLEQUAH DAILY PRESS 918-4568833 OK	990.00

CASEY D BAKER
4715-1162-9983-1943

CREDITS
\$0.00

PURCHASES
\$502.63

CASH ADV
\$0.00

TOTAL ACTIVITY
\$502.63

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24690513191036000307108	BEST WESTERN INN & SUITE SEMINOLE OK 30710 ARRIVAL: 07-08-23	98.00
07-11	07-10	24690513191036000307116	BEST WESTERN INN & SUITE SEMINOLE OK 30711 ARRIVAL: 07-08-23	98.00
07-11	07-10	24690513191036000307124	BEST WESTERN INN & SUITE SEMINOLE OK 30712 ARRIVAL: 07-08-23	98.00
07-21	07-20	24055223201207509300026	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	125.64
07-24	07-22	24492163203000009250750	UVT - FAYETTEVILLE, AR HTTPWWW.UVT. AR	73.00
07-25	07-24	24431053206838001305021	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	9.99

VICKY E GREEN
4715-1163-1706-6613

CREDITS
\$0.00

PURCHASES
\$277.87

CASH ADV
\$0.00

TOTAL ACTIVITY
\$277.87

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-12	07-11	24137463193001489653122	TRACTOR SUPPLY #1173 TAHLEQUAH OK	86.92



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 07-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-14	07-13	24137463195001542846323	TRACTOR SUPPLY #1173 TAHLEQUAH OK	59.99
07-17	07-15	24445003196300573436800	JEFFERS 334-702-0304 AL	130.96

KAREN D MURPHY 4715-1163-4948-7464	CREDITS \$0.00	PURCHASES \$338.61	CASH ADV \$0.00	TOTAL ACTIVITY \$338.61
--	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24445003192000883028156	WALGREENS #10785 TAHLEQUAH OK	2.62
07-12	07-11	24055223193083733473792	SMARTSIGN 718-797-1900 NY	26.76
07-13	07-12	24692163193101747059287	AMZN MKTP US*PQORO10E3 AMZN.COM/BILL WA	251.99
07-17	07-14	24226383195360951218537	WAL-MART #0010 TAHLEQUAH OK	42.09
07-19	07-18	24431063199200000000012	NSU COPY ZONE TAHLUQUAH OK	15.15

MARK MANSHIP 4715-1163-5728-3912	CREDITS \$0.00	PURCHASES \$783.93	CASH ADV \$0.00	TOTAL ACTIVITY \$783.93
--	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24692163191100280120425	LOWES #01818* TAHLEQUAH OK	8.98
07-11	07-10	24692163191100280120433	LOWES #01818* TAHLEQUAH OK	22.45
07-11	07-10	24692163191100280120441	LOWES #01818* TAHLEQUAH OK	59.96
07-12	07-11	24000973192089703934397	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	25.40
07-12	07-11	24000973192090202326754	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	5.16
07-12	07-11	24692163192101111636943	LOWES #01818* TAHLEQUAH OK	40.59
07-12	07-11	24692163192101208890684	LOWES #01818* TAHLEQUAH OK	99.90
07-12	07-12	24692163193102023436033	LOWES #01818* TAHLEQUAH OK	65.24
07-13	07-12	24692163193102023436033	LOWES #01818* TAHLEQUAH OK	104.00
07-17	07-14	24692163195100897011534	LOWES #01818* TAHLEQUAH OK	7.27
07-18	07-17	24000973198122002473231	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	13.52
07-18	07-17	24416063198900012300017	AMERICAN LOCK SHOP TAHLEQUAH OK	40.70
07-19	07-18	24000973199126302360658	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	17.48
07-20	07-19	24692163200104992441060	LOWES #01818* TAHLEQUAH OK	18.18
07-21	07-20	24000973201136802600970	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	117.68
07-21	07-20	24000973201136802600970	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	51.36
07-25	07-24	24421143205900017800049	NORTHEASTERN GLASS TAHLEQUAH OK	86.06
07-25	07-24	24692163205109190632068	LOWES #01818* TAHLEQUAH OK	

KENNETH D BARNES 4715-1163-8064-3983	CREDITS \$0.00	PURCHASES \$276.89	CASH ADV \$0.00	TOTAL ACTIVITY \$276.89
--	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-21	07-19	24755423201172013189340	MEDLINE INDUSTRIES, LP 800-6335463 IL	81.04
07-24	07-22	24755423203282033572314	MEDLINE INDUSTRIES, LP 800-6335463 IL	195.85

RANDY POWELL 4715-1164-0059-2061	CREDITS \$0.00	PURCHASES \$268.77	CASH ADV \$0.00	TOTAL ACTIVITY \$268.77
--	--------------------------	------------------------------	---------------------------	-----------------------------------



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 07-25-2023

NEW ACTIVITY				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-06	07-05	24692163186106178696209	AMZN MKTP US*OS6QD3YT3 AMZN.COM/BILL WA	268.77
ELLIOT REIF 4715-1164-1503-5700		CREDITS \$0.00	PURCHASES \$369.60	CASH ADV \$0.00
		TOTAL ACTIVITY \$369.60		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-04	07-03	24455013184141000032543	WAL-MART #0010 TAHLEQUAH OK	19.12
07-04	07-03	24492153184852864193572	PAYPAL *OKLAHOMAMUN 402-935-7733 OK	10.00
07-07	07-07	24692163188107305096352	AMZN MKTP US*O51D083H3 AMZN.COM/BILL WA	15.52
07-10	07-07	24692163188107859783199	AMZN MKTP US*IQ9BC5YL3 AMZN.COM/BILL WA	12.94
07-10	07-09	24692163190109155994468	AMZN MKTP US*KJ553Y53 AMZN.COM/BILL WA	28.83
07-12	07-11	24455013192141000026891	WAL-MART #0010 TAHLEQUAH OK	25.72
07-18	07-17	24270743198900011100014	TAHLEQUAH PRINTING 918-4585511 OK	173.00
07-21	07-20	24692163201105622443714	AMZN MKTP US*BE4008YJ3 AMZN.COM/BILL WA	59.19
07-24	07-23	24692163204108062744374	AMZN MKTP US*S36V1W43 AMZN.COM/BILL WA	25.28
JOHN W SUTTON 4715-1166-7595-8138		CREDITS \$0.00	PURCHASES \$744.82	CASH ADV \$0.00
		TOTAL ACTIVITY \$744.82		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-14	07-13	24137463195001542851596	TRACTOR SUPPLY #1173 TAHLEQUAH OK	39.99
07-17	07-14	24055223195207509900062	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	90.91
07-17	07-13	24137463195100474840344	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	332.99
07-18	07-17	24326883199042000037183	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	147.15
07-24	07-21	24055223202207509400056	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	128.49
07-24	07-21	24431053203838004560278	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	5.29
WILLIAM HARRIS 4715-1167-3431-2855		CREDITS \$0.00	PURCHASES \$160.26	CASH ADV \$0.00
		TOTAL ACTIVITY \$160.26		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-19	07-18	24431053199200000000138	DAVID'S DISC T HASKELL OK	160.26
CHRIS L ARMSTRONG 4715-1168-8652-1477		CREDITS \$0.00	PURCHASES \$2,814.08	CASH ADV \$0.00
		TOTAL ACTIVITY \$2,814.08		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24193043192000018728795	WELDON PARTS MUSKOGEE MUSKOGEE OK	1,690.83
07-11	07-10	24431053192838002076866	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	15.99
07-17	07-13	24455013195141000028415	WAL-MART #0010 TAHLEQUAH OK	281.21
07-20	07-19	24692163200105157773882	NOR*NORTHERN TOOL 800-222-5381 MN	826.05



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 07-25-2023

NEW ACTIVITY

VICKI JOHNSON 4715-1169-4086-0689	CREDITS \$0.00	PURCHASES \$2,267.95	CASH ADV \$0.00	TOTAL ACTIVITY \$2,267.95
---	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-04	07-03	24055223184207509100104	X-PRESS EQUIPMENT RENTAL 918-458-0733 OK	334.45
07-10	07-07	24431053189838004028209	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	29.29
07-13	07-12	24412953193006000007936	TRUCK 1104 BATTERY 800-828-1629 MO	126.68
07-17	07-14	24431053196838004723719	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	30.26
07-17	07-14	24692163195100926819956	AMZN MKTP US*NT24E3UH3 AMZN.COM/BILL WA	90.47
07-20	07-19	24137463200300763944251	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	15.87
07-20	07-19	24431063201091297000039	OK DEPT OF TRANS 405-522-7326 OK	69.30
07-21	07-19	24137463201500768256168	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	11.98
07-21	07-20	24687203201027012813119	BRUNER TOWING & RECOVERY STILWELL OK	450.00
07-24	07-20	24067203202421190002182	KIRBY SMITH MACHINERY TUL 918-4381700 OK	69.88
07-24	07-21	24431053203838003826605	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	100.51
07-24	07-21	24755423202272027935628	P AND K EQUIPMENT MUSKOGEE 918-6823881 OK	357.26
07-25	07-24	24801973205612166864714	HESELBEIN TIRE OF OKLAH 662-563-7601 OK	582.00

JOE ENLOW JR 4715-1169-6325-3788	CREDITS \$0.00	PURCHASES \$175.08	CASH ADV \$0.00	TOTAL ACTIVITY \$175.08
--	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-11	07-10	24692163191100185800709	LOWES #01818* TAHLEQUAH OK	96.95
07-20	07-19	24692163200105191099187	LOWES #01818* TAHLEQUAH OK	21.96
07-21	07-19	24034543201002299333387	CHRISS QUICK LUBE LLC TAHLEQUAH OK	56.17

City of Tahlequah Working Fund Investments

As of July 31, 2023

BANK	AMOUNT	PERCENTAGE
Bank Accounts		
Reserve Operating Armstrong	\$2,774,255.94	4.25%
Streets & Sidewalks Armstrong	\$4,769,684.38	4.25%
General Fund Sweep Bank First	\$9,043,006.87	4.83%

BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
American Express Natl Bk	\$248,000.00	1.60%	3/4/2024
Atlantic Un Bk Richmond VA	\$128,000.00	5.15%	5/17/2024
Bmo Harris Bk Natl Assn	\$244,000.00	4.45%	5/24/2028
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Capital One Bk USA Natl Assn	214,000.00	3.30%	8/12/2024
Capital One Nat'l Assn McLean	\$31,000.00	3.40%	9/9/2024
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk 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
Reliabank Dakota Estelline SD	\$200,000.00	5.20%	1/10/2025
Santander Bk Natl Assn	\$241,000.00	3.40%	9/15/2023
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
UBs BK USA Salt Lake City UT	\$150,000.00	2.85%	5/13/2024
Univest Natl Bk Tr Souderton	\$249,000.00	4.50%	5/17/2027
Cash	\$249,000.00		
TOTAL	\$3,861,000.00		

MEMORANDUM

DATE: AUGUST 15, 2023

TO: MAYOR AND COUNCILORS OF THE CITY OF TAHLEQUAH

FROM: NHS ADMINISTRATION

RE: HOSPITAL & HEALTH SYSTEM MONTHLY REPORT – AUGUST 2023

I. HOSPITAL GAP FUNDING

Senate Bill 32 was established by the 2023 Oklahoma legislative session. The bill provides gap funding to cushion the financial challenges facing hospitals. The Oklahoma Health Care Authority approved its proposed distribution methodology this month. Accordingly, NHS shall receive nearly 5 million dollars by April of next year. Additionally, a SHOPP distribution was made July 25th of \$2,604,481.

II. SAMHSA GRANT AWARD

The Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) announced Grant award winners on July 19, 2023. Tahlequah Hospital Authority (THA) was awarded approximately \$3.7 million for expansion of addiction resource center medication assisted treatment services.

The NHS Addiction Resource Center currently serves 138 active patients and has treated over 900 since its certification just one year ago. The SAMHSA grant is designed to build on our program by providing satellite, or “spoke” facilities to the Tahlequah “hub”.

Acceptance of this award is the obligation of THA on October 1, 2023. NHS leadership is contemplating the financial, clinical and operational sustainability of such services for the five new locations the grant contemplates.

III. PATIENT MOBILITY PROGRAM

Northeastern Health System is being recognized by Vizient for its mobility program. NHS took a proactive approach to improve patient mobility that resulted in decreased length of stay, and increase discharges to home. Patient immobility can contribute to increased risk of falls, hospital acquired pressure injuries and longer length of stay.

NHS leadership over the last year has actively participated in the principles of Highly Reliable Organizations. This education and commitment lead to performance improvement initiating: Activity Measures for Post-Acute Care (AMP-AC), Johns Hopkins Highest Level of Mobility (JH-HLM), Mobility Champion Training, Gemba Walks and EMR chart audits.

During the time span of the collaborative, patient assessment and documentation of the patient mobility increased 48%. Also, patients that were discharged home increased by 30%. Please congratulate Sharon Cox, Sr. Director of Rehab Services and all of the NHS participants for these outstanding results, and all their efforts to improve patient care.

IV. CMS (MEDICARE) CHARGES VS. REIMBURSEMENT

Medicare is the largest percentage payor type for NHS. Although, Medicare doesn't typically pay 100% of medical costs for the beneficiary. Traditional Medicare comes with out-of-pocket cost including copayments, coinsurance and deductibles. Generally speaking, CMS reimbursement is about 35% of the charges from providers. The new Medicare Advantage (MA) Plans pay providers even less. NHS most recent experience with MA plans revealed in some cases a 75% reduction from traditional Medicare and a number of services denied or excluded from any payment.

The federal government has an active campaign to reduce the frequency of hospital acquired conditions and readmissions by applying financial disincentives. Ninety-three percent (93%) of all hospitals have received a reduction in their reimbursement since the program began in 2013. Some hospitals are exempt from the penalties if they have a focus on children, psychiatric patients, veterans, rehabilitation, or long-term care.

Northeastern Health System views the campaign evaluation as one of many quality indicators. Although, there is much work to be done to improve population health, in this particular indicator, NHS outperforms those in its market including some of the best hospitals in the business. NHS scored better than Harvard Mass General, Mayo, Stanford, and competitors in the Tulsa market. The disincentives for Medicare range from 0 to 3% based on the CMS campaign criteria. NHS received only one eleventh of one percent (.11%) reduction in 2022.

V. NHS JOINS AMA CARDIAC PROGRAM

NHS has received funding and resources to participate in the American Medical Association (AMA) MAP-BP collaborative. According to the AMA, controlling hypertension could prevent more cardiovascular disease events than any other intervention. Prevention efforts are challenged by the variation and accurate blood pressure measurements, hypertension, patients are sub-optimally treated, and half of the patients with hypertension do not take the medication as prescribed.

VI. SYPHILIS EMERGENCY

Oklahoma ranks 4th in the nation in incidence of syphilis. Over the past decade, there's been over a 700% increase in the cases of congenital syphilis in the United States according to the U.S. Centers for Disease Control and Prevention, division of STD prevention, surveillance, and data management department.

There is a shortage of Bicillin L-A currently in the United States. This is a penicillin product that is the first line treatment for syphilis. The Oklahoma State Department of Health has issued recommendations to healthcare providers to reserve any current stock of Bicillin L-A for pregnant women who have or are exposed to syphilis or persons living with HIV. In accordance with this guidance, NHS is prioritizing those patient populations. There are alternative treatments for other patients who have syphilis, like doxycycline, that are not in short supply.

VII. LEGISLATIVE UPDATES

• Oklahoma

U.S. Department of Agriculture (USDA) Rural Development Oklahoma State Director *Kenneth Corn* announced grants totaling more than \$4.6 million to assist 12

communities expand access to healthcare. Seven hospitals received grant funds, including Northeastern Health System Sequoyah, Sallisaw.

Gov. Kevin Stitt announced the appointment of Ellen Buettner as CEO of the Oklahoma Health Care Authority (OHCA).

- **Washington**

CMS released the final IPPS rule for FY 2024, which includes a 3.1% increase in payment rates or an increase in overall payments of approximately \$2.2 billion after accounting for reductions in NTAPs and DSH and uncompensated care payments.

CMS released the final IPF payment rule, which provides a 2.3%, or \$70 million, payment increase for IPFs in FY 2024.

PEOPLE

Medical Staff

1. Recruitment: Two (2) Hospitalists; three (3) Critical Care; one (1) CRNA
2. Gastroenterology: Sarah Oberste, D.O. starts her practice in Tahlequah today. She will meet the team; orient on Cerner; and begin her practice. She is trained in and will perform ERCP (Endoscopic Retrograde Cholangiopancreatography) used to identify the presence of stones, tumors, or narrowing in the biliary or pancreatic ducts and EUS (Endoscopic Ultrasound) at NHS.

Hospital Staff

1. Leadership: Hanna Vessey- Director of Decision Support.
2. Work Placement
 - a. NHS has partnered Talking Leaves Job Corps and Green Country Workforce to assist in filling some positions. Through this partnership, 520 hours of labor are currently covered by Green Country Workforce with the option to hire.
 - b. Certified Healthy Oklahoma - NHS was recognized with an Excellent Rating for its efforts to be a Certified Healthy Business. The three ratings are basic, Merit, and Excellent.
3. Education: Education is leading a multidiscipline team to develop a new curriculum for employee orientation and a new and current employee curriculum for customer service training.
4. Recognition
 - a. August Employee of the Month: Fancy Thompson, RRT, Cardiopulmonary
 - b. August Rookie of the Month: Morgan Little, Receptionist, Radiology
 - c. Daisy Award: Amiee Garner, LPN, OB was recognized on Aug. 9 as the second recipient of the Daisy Award. The Daisy Foundation-Daisy Award is a national nurse recognition program that was adopted by NHS.
5. Employee Engagement
 - a. Consisting of NHS staff level employees, the hospital has created an Employee Engagement Committee with the goal to develop an environment where employees feel passionate, energetic and committed to their work.
 - b. Nursing Practice Council – The council was developed as part of the clinical ladder and will be comprised of bedside nursing staff as well as nursing leadership with the following goals in mind: Review and revise policies, participate in the development

of departmental professional development curriculum, provide input for Annual Nursing Competency curriculum, and participate in the adoption of new clinical products and equipment.

- c. Wellness Challenge – 30 Miles in 30 Days. 34 NHS employees walked and logged 2,024 miles during the challenge. The participants averaged 59 ½ miles for the 30 day challenge.

QUALITY

1. As of July 28, 2023, NHS now has a CMS 3 Star rating for Quality.
2. NHS was voted as the number one hospital by Tahlequah Daily Press readers as the 2023 Best of the Best in Cherokee County. Voting took place from June 19-25. The hospital was acknowledged in the Daily Press' Best of the Best Winner's magazine in July.
3. Performance Improvement Projects
 - a. Therapy Services: Therapy Timeliness of Stroke Evaluations.
 - b. Cardiac Services PICC/Midline Insertion Process.
 - c. Cardiac Services: Modified Rankin Scale - The modified Rankin scale is a commonly used scale to measure the degree of disability or dependence in daily activities with people who have suffered a stroke. The purpose is to increase Modified Rankin Scale reporting within documentation at discharge.
 - d. Critical Care: Nursing Dysphagia Screening – A prompt screen for dysphagia is required for potential stroke patients to help alleviate the risk for aspiration pneumonia, a common complication of stroke. The purpose is to increase nursing dysphagia screening evaluation data.

SERVICE

1. Epiphany upgrade is operational (Picture Archiving Software).
2. House wide new IV pumps were delivered; staff orientation complete.
3. New Phone Upgrade has been trying, but installed system wide.
4. CCU3 Remodel: The Oklahoma State Health Department performed its onsite visit on July 18th we received final approval on August 10th.

SUPPORT AND PARTICIPATION

1. NHS filled a table for the Retirement Celebration for Dr. Steve Turner.
2. NHS has claimed the Presenting Sponsorship for Leadership Tahlequah Class 26 and the TACC Website. Additionally, NHS is a Gold Sponsor for the TPS Back to School Breakfast for teachers and staff, Chamber Classic Golf Tournament, and Connect to Tahlequah, the informational event for medical and optometry school students as they transition to Tahlequah.
3. NHS sponsored the Kelly B. Todd Foundation event in support of the therapy services they provide to cerebral palsy and neuromuscular patients.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. f

Meeting Date 09-05-2023

Initiator Nate King

Office/Department: Chief of Police

Item Title

Close grants funds that are no longer active.

Background

Several grants from previous years are still open funds in Caselle and need to be closed due to the expiration of said grants or funding.

Exhibits

Funding Source

Request

Discussion and possible action to close the following funds effective June 30, 2023 due to completion of grants: 399 Safe Trails Grant, 403 Walmart Community Grant, 406 Safe Oklahoma Grant, 409 Bullet Proof Vest Grant 2018, 410 Bullet Proof Vest Grant 2019, 419 Bullet Proof Vest Grant 2020.

**City of Tahlequah, Oklahoma
Job Description****Job Title:** Volunteer Fire Chaplain**Department:** Fire Department**Reports To:** Fire Chief/ Assistant Fire Chief/City Administrator/Mayor/Council

Summary: Primary mission is to offer non-denominational spiritual aid, comfort and help to members of the Tahlequah Fire Department, City of Tahlequah Employees as well as to the Tahlequah community.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- 1) Counsel fire personnel.
- 2) Counsel members of other city departments.
- 3) Counsel the families of fire personnel and other city departments.
- 4) Visit sick and injured firefighters and departmental personnel in home and hospital.
- 5) Make death notifications.
- 6) Provide assistance to victims.
- 7) Teach in areas such as Critical Incident Stress, Coping Skills, Family Life, Relationships, etc.
- 8) Serve as part of or resource to the Peer Support Team.
- 9) Assist at suicide incidents.
- 10) Serve as liaison with other clergy/chaplains in community.
- 11) Furnish expert answers for religious questions.
- 12) Offer prayer at special occasions such as recruit graduations, awards ceremonies.
- 13) Dedication of building, National Day of Prayer or other city events.
- 14) Provide assistance during local/regional/national disasters

Responsibilities

- 1) Provide Fire House Checks / Ride-along with FD
- 2) Attend Training
- 3) Monthly meetings
- 4) On call Availability
- 5) Trauma/Critical Incident Support
- 6) Provide Emergency Disaster Coordination and Support
- 7) Grief Support
- 8) Counseling
- 9) Special Services
- 10) Death Notifications

Qualifications to perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Education and/or Experience

- 1) Minimum of a Bachelor's Degree in Biblical Studies from an accredited on-site college or university, Master of Divinity preferred.
- 2) Endorsed by their religious body for the ministry as a chaplain.

FEMA Training

- 1) FEMA ICS-100 Introduction to Incident Command System
- 2) FEMA ICS-200 ICS for Single Resources and Initial Action Incident
- 3) Fire Chaplain Training
- 4) Federation of Fire Chaplains
- 5) Oklahoma Fire Service Chaplains
- 6) Approved TFD Application
- 7) Letter of endorsement from the affiliated church
- 8) Background check.
- 9) Reside or work in Tahlequah Area

Language Skills

- 1) Ability to communicate effectively with fellow employees, supervisors, and the public.
- 2) Assertiveness to clearly communicate departmental and city policies and rules, safety concerns, and instructions to employees.

Reasoning Ability

- 1) Recognize unsafe conditions and situations.
- 2) Recognizing and responding to the concerns and issues that affect departmental employees.
- 3) Must be able to understand both oral and written communications.
- 4) Must be able to interpret rules, policies, and procedures to employees.
- 5) Must be able to communicate effectively by radio and cell phone.

Certificates, Licenses, Registrations

Must possess a valid Oklahoma Class "D" Driver's License and maintain it during your service as Chaplain.

Other Skills and Abilities

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- 1) The job is considered to vary from "Light" to "Heavy" work.
- 2) Must meet the physical demands of the department.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The worker will be subject to:

- 1) Both inside and outside environmental conditions
- 2) Weather-related extreme cold and heat
- 3) Noise
- 4) Fire-related conditions and hazards
- 5) Atmospheric conditions.

**City of Tahlequah, Oklahoma
Job Description**

Job Title: Volunteer Public Information Officer (PIO)
Department: Fire Department
Reports To: Fire Chief/Assistant Fire Chief/City Administrator/Mayor/Council

Summary

Developing media strategies that promote a positive public image, organizing interviews between the press and executive staff, and stepping in to manage and alleviate any public relations crises which may occur.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- 1) Planning and hosting press conferences to announce major news or address crises.
- 2) Preparing press releases, speeches, articles, social media posts, and other materials for public consumption.
- 3) Developing strategies and procedures for working effectively with the media.
- 4) Maintaining good working relationships with media organizations.
- 5) Collaborating with executive management and the marketing team to ensure a cohesive public image.
- 6) Working with various teams to organize and host public events and promotions.
- 7) Photography of events for historical purposes.

Qualifications to perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- 1) Prior experience in a public relations role.
- 2) Exceptional written and verbal communication.
- 3) Strong understanding of the media, including social media.
- 4) Organized and detail-oriented work ethic.
- 5) Ability to travel on short notice.
- 6) Approved TFD Application
- 7) Background check.
- 8) Reside or work in Tahlequah Area

Language Skills

- 1) Ability to communicate effectively with fellow employees, supervisors, and the public.
- 2) Assertiveness to clearly communicate departmental and city policies and rules, safety concerns, and instructions to employees.

Reasoning Ability

- 1) Recognize unsafe conditions and situations.
- 2) Recognizing and responding to the concerns and issues that affect departmental employees.
- 3) Must be able to understand both oral and written communications.
- 4) Must be able to interpret rules, policies, and procedures to employees.
- 5) Must be able to communicate effectively by radio and cell phone.

Certificates, Licenses, Registrations

Must possess a valid Oklahoma Class "D" Driver's License and maintain it throughout your employment.

Physical Demands The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- 1) The job is considered to vary from "Light" to "Heavy" work.
- 2) Must meet the physical demands of the department.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The worker will be subject to:

- 1) Both inside and outside environmental conditions
- 2) Weather-related extreme cold and heat
- 3) Noise
- 4) Fire-related conditions and hazards
- 5) Atmospheric conditions.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. h, i, j, and k

Meeting Date 09/05/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

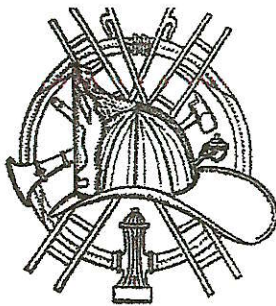
- 2024 City of Tahlequah Holiday Schedule
- To hire Timothy Neugin as a Laborer/Operator in the Street Department at \$32,844.54 annually, effective September 5, 2023.
- To hire Kevin Luna as a Dispatcher in the Police Department at \$29,633 annually, effective September 5, 2023.
- To accept the resignation from Kortney Morris, Dispatcher in the Police Department, effective August 26, 2023.

Background

Exhibits

Funding Source

Request



APPLICATION FOR MEMBERSHIP

in the City of Tahlequah, OK

Fire Department,

August 24 2023

I hereby make application for membership and if elected agree to abide by all the rules and regulations of the organization.

Are you between the ages of 21 - 45?

☒ Yes ☐ No

Signed _____

Print Name Clifton Loman

Address 2111 Mahoney Ave

Occupation Pastor

Proposed by M. D. [Signature]

Seconded by [Signature]

SECRETARY'S ENDORSEMENT

This application was received and read at a regular meeting of the Company, held on 28th day Evening, August. The proposing member being in good standing, it was referred to the _____ Committee.

Rory Bantz Secretary.

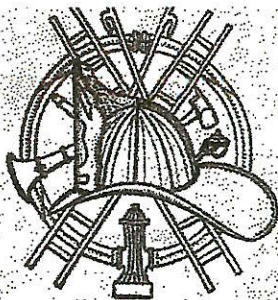
COMMITTEE'S REPORT

Your Committee would report that they have inquired into the character and competency of the above candidate and would report ☒ Approved ☐ Disapproved on the application.

(Signed),

[Signature]
[Signature]
[Signature]

Committee



APPLICATION FOR MEMBERSHIP

in the City of Tahlequah, OK

Fire Department,

August 24th 2023

I hereby make application for membership and if elected agree to abide by all the rules and regulations of the organization.

Are you between the ages of 21 - 45?

☒ Yes ☐ No

Signed

Print Name

Josh Newton

Address

613 Scarlett Dr

Occupation

Charleston Nation

Proposed by

[Signature]

Seconded by

[Signature]

SECRETARY'S ENDORSEMENT

This application was received and read at a regular meeting of the Company, held on 28th day Evening, August. The proposing member being in good standing, it was referred to the Committee.

Committee

Kerry BARTIS Secretary

COMMITTEE'S REPORT

Your Committee would report that they have inquired into the character and competency of the above candidate and would report ☒ Approved ☐ Disapproved on the application.

(Signed)

[Signatures of Committee Members]

Committee

BID FORM

City of Tahlequah

Bid #2023-03

Bid Name: Dumpster Bid

Date and Time Bidding Period Closing: August 29, 2023 at 11:00 am

Date and Time of Opening: August 29, 2023 at 11:10 am

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

BASE BID

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

BASE BID sum of:

Type of Dumpster	Price per Dumpster	Delivery Charge (If applicable)	Total Price
4 Yard *10,131. ⁰⁰	\$ 921.00	\$ 44.00	\$ 965.00
6 Yard *3,576. ⁰⁰	\$ 1,192.00	\$ 44.00	\$ 1,236.00
8 Yard *4,800. ⁰⁰	\$ 1,600.00	\$ 44.00	\$ 1,644.00
12 Yard *28,250. ⁰⁰	\$ 5,650.00	\$ 300.00	\$ 5,950.00
20 Yard *31,000. ⁰⁰	\$ 7,750.00	\$ 375.00	\$ 8,125.00

Grand Total: \$ 77,757.⁰⁰

To be signed by the individual(s) with authority to submit bids and execute contracts and agreements on behalf of the bidder. By executing below the bidder agrees to honor this bid if selected and fully comply with all the terms and specifications of the City of Tahlequah Agreement.

Name of Signatory:

John Allemann

Signature:



Company:

N.E.O. FAB

Address:

604 Henley Miami, OK 74354

Telephone:

918 541-9203

BID FORM

City of Tahlequah

Bid #2023-03

Bid Name: Dumpster Bid

Date and Time Bidding Period Closing: August 29, 2023 at 11:00 am

Date and Time of Opening: August 29, 2023 at 11:10 am

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

BASE BID

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

BASE BID sum of:

Type of Dumpster	Price per Dumpster	Delivery Charge (If applicable)	Total Price
4 Yard	\$ 1,141.48	\$ Included in Unit Price	\$ 12,556.28
6 Yard	\$ 1,339.62	\$ Included in Unit Price	\$ 4,018.86
8 Yard	\$ 1,707.64	\$ Included in Unit Price	\$ 5,122.92
12 Yard	\$ 8,124.17	\$ Included in Unit Price	\$ 40,620.85
20 Yard	\$ 10,578.95	\$ Included in Unit Price	\$ 42,315.80

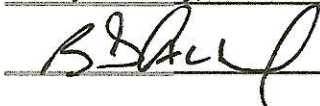
Grand Total: \$

To be signed by the individual(s) with authority to submit bids and execute contracts and agreements on behalf of the bidder. By executing below the bidder agrees to honor this bid if selected and fully comply with all the terms and specifications of the City of Tahlequah Agreement.

Name of Signatory:

Bobby Calloway, VP Finance-Steel

Signature:



Company:

Wastequip Manufacturing Company LLC

Address:

(Bid Location) 841 Meacham Road, Statesville, NC 28677

Telephone:

800-424-0422 Ext 09641

BID OPENING

Bid #2023-3 Dumpsters

Meeting Date: 8/22/2023
Start Time: 11:10 AM

Facilitator: Elliot Reif, Purchasing Agent,
Rebecca White Encumbering Clerk, Chris
Armstrong, SW Superintendent

Place/Room:

Council Chambers

Company Name	Received	Required Documents	Base Bid
NEO Fab	✓	-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓	\$ 77,757 ⁰⁰
Wastequip	✓	-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓	\$ 104,634.71
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit	\$
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit	\$

ORDINANCE NO. 1359-2023

AN ORDINANCE TO CLOSE A PORTION MAY STREET.

**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

A tract of land being a part of Clay Street between Block 92 and Block 114 in the City of Tahlequah, Oklahoma, more particularly described as follows, to-wit: Beginning at the Northwest corner of said Block 114; thence N89°59'E, along the North Boundary of said Block 114, 228.9 feet to the Northeast corner of said Block 114; thence N49°29'25"W, 76.98 feet to a point on the South boundary of Block 92; thence S89°59'W, 117.73 feet to the Southwest corner of said Block 92; thence S46°27'W, 72.6 feet to the Point of Beginning.

PASSED and APPROVED this _____ day of _____, 2023.

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

BY: _____
MAYOR: Suzanne Myers

ATTEST:

CITY CLERK: Whitney Shaw

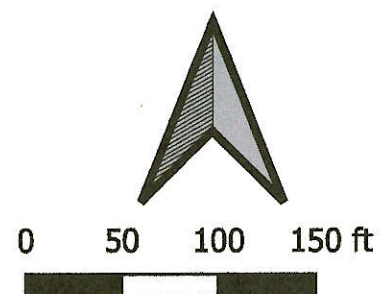
Approved as to form and legality:

CITY ATTORNEY: John Tyler Hammons



 Proposed Street Closure

Vicinity Map





THE CITY OF
TAHLEQUAH
OKLAHOMA

Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	8
Meeting Date	09-05-2023
Initiator	Josh Allen
Office/Department:	City Council - Ward 4

Item Title

Discussion and possible action on directing staff to pursue a Community Homelessness and Housing Needs Assessment Study.

Background

Tahlequah is currently seeking solutions for our community in addressing the Homelessness situation and Housing shortages in our community. We need a better understanding of where we stand in these areas. We also need to develop both a short term and long term plan to address the needs that arise. This study will help bring in Federal funding to help alleviate our issues.

Exhibits

Founding Source

Request

Pursue grant funding to complete a comprehensive study for the city of Tahlequah.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 9

Meeting Date 09-05-2023

Initiator Nate King

Office/Department: Chief of Police

Item Title

Information on updated security measures for Tahlequah High School home football games.

Background

The rise in gun related issues at high school football games has caused a need to increase the law enforcement presence.

Exhibits

Funding Source

Current police department budget

Request

Discussion and possible action in regard to an increased law enforcement presence at all Tahlequah High School home football games.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 10

Meeting Date 09-05-2023

Initiator Nate King, Chief of Police

Office/Department: Police Dept.

Item Title

Adjustment of the salary for the Assistant Chief of Police within the police department.

Background

The current collective bargaining agreement sets both Captain salaries above the current salary of the Assistant Chief of Police. It is not a common business practice for supervisors to be paid less than those they supervise.

Exhibits

Funding Source

Current police department budget

Request

Discussion and possible action to adjust the salary of the Assistant Chief of Police within the police department from the current salary of \$71,605 to \$74,469.

**Request for Funding for Grant Match
Tahlequah Trails Association
Welling Ridge Trail System**

- Tahlequah Trails Association applied for the Tahlequah Community Fund Special Project Challenge Grant, April 2023. This is a dollar-for-dollar matching grant, up to \$75,000. With this funding we will hire a professional trail building company to complete a 2.5-mile section of downhill and advanced trails. Professional trail building construction cost estimate is \$145,878
- Tahlequah Trails Association has been awarded the TCF Challenge Grant in June 2023. Tahlequah Trails Association is seeking funding to match the Special Project Challenge Grant in the amount of \$72,939.
- Tahlequah Trails Association is requesting funding from the City of Tahlequah as the match for the TCF Challenge Grant.
- This project is a long-term continual commitment to create a healthy lifestyle, increase visitors to our area, and provide a natural outdoor space for all to use, by utilizing the Welling Ridge Trail system.
- This project will increase the amount of trail available for users from 4 miles to 6.5 miles.
- We need your help to accomplish these goals.
- **Thank you for your interest in our mission.**



401 S. Water Ave.
Tahlequah, OK 74464

June 1, 2023

Mike Bingham, President
Tahlequah Trails Association
2425 Diffie Dr.
Tahlequah, OK 74464

Dear Mike:

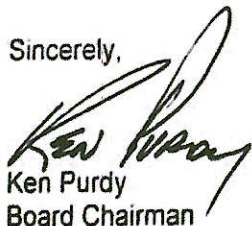
This letter shall serve as confirmation of the selection of Tahlequah Trails Association as recipient of the Tahlequah Community Fund's 2023 Special Project Challenge Grant. Congratulations!

Your organization's proposal for development of an additional 2.51 miles of trails in Welling Ridge Trails system, specifically downhill segments 150, 151, 107, 154, and advanced segments 201, 108, and 105 is considered by the board of directors of the Tahlequah Community Fund as a very worthwhile project and one that will advance the quality of life for residents of Tahlequah and beyond. Funding from TCF will be allocated to meet your full request for matching funds of \$72,939.00.

As we have personally discussed, because much of the proposed matching funds to be provided by your organization are based on future expectations of revenue generated by special fundraising events and donations (per your budget schedule of matching funds), we expect to make partial grant allocations from the total grant funds we are committing to TTA as your matching funds are attained and recorded. On a quarterly or other agreeable basis, grant amounts requested by TTA should be supported by financial records (e.g., internal financial reports, bank funds statements) that demonstrate your fundraising success. Also, please provide copies of invoices for goods and services that demonstrate your expenditures for the anticipated project.

We look forward to your progress with the development of the Welling Ridge Trails system and we are excited to have the opportunity to contribute to this valuable project.

Sincerely,



Ken Purdy
Board Chairman

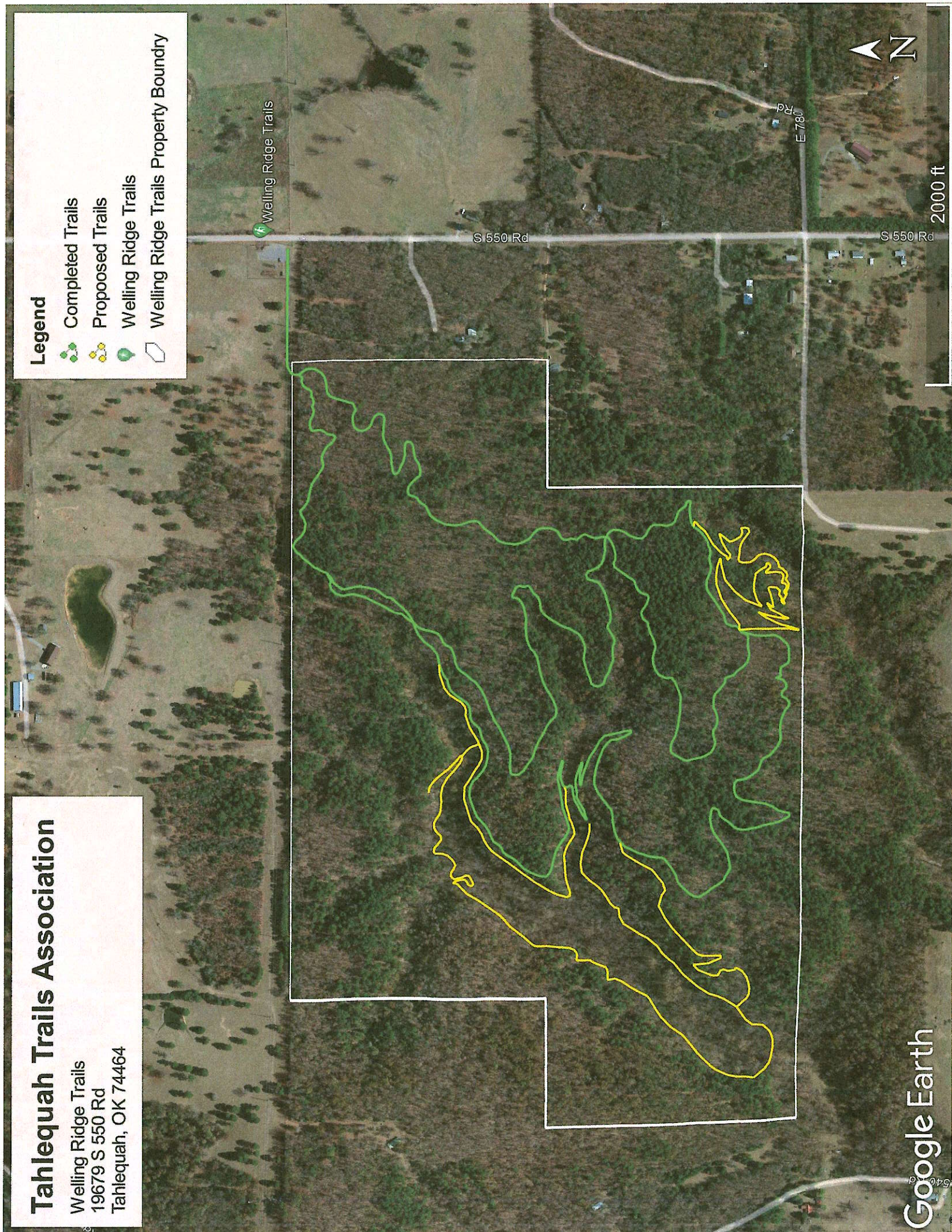
Cc: JD Carey, Jodeen Worth - TCF

Tahlequah Trails Association

Welling Ridge Trails
19679 S 550 Rd
Tahlequah, OK 74464

Legend

- Completed Trails
- Proposed Trails
- Welling Ridge Trails
- Welling Ridge Trails Property Boundary



COPY

**Memorandum of Agreement between the Cherokee Nation
and the Town/City of _____**

This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 20____, by and between Cherokee Nation (hereinafter referred to as "Nation"), P.O. Box 948, Tahlequah, Oklahoma 74465, and the Town/City of _____ (hereinafter referred to as "Town"/"City"), _____, Oklahoma 7____ (collectively referred to as "Parties"). The Cherokee Nation is a federally recognized Indian tribe with its capitol in Tahlequah, Oklahoma. _____ is a town/city located within the exterior boundaries of the state of Oklahoma and the Cherokee Nation Reservation.

1. BACKGROUND:

In *McGirt v. Oklahoma*, 140 S. Ct. 2452, 2456, 207 L. Ed. 2d 985 (2020), the United States Supreme Court ruled that the Muscogee Creek Nation Reservation had been established, and had never been disestablished by Congress. All land, including fee land, within the boundaries of a reservation is defined as Indian country under 18 U.S.C. § 1151(a). Both the Major Crimes Act, 18 U.S.C. § 1153, and the General Crimes Act, 18 U.S.C. § 1152, apply to certain crimes committed by Indians within Indian country. As a result, neither the state of Oklahoma nor its municipalities have jurisdiction over crimes involving Indian defendants and/or victims occurring in Indian country. Following the McGirt decision, the Oklahoma Court of Criminal Appeals in *Hogner v. State*, 2021 OK CR 4, __ P. 3d. __ (2021), expanded this holding to the Cherokee Nation Reservation. The Cherokee Nation Reservation ("Reservation") was likewise established by treaty, and has never been disestablished by Congress. Because it has never been expressly disestablished, it remains intact and is properly defined as Indian country under 18 U.S.C. § 1151(a). Therefore, the State of Oklahoma, and the municipalities therein do not have jurisdiction over crimes occurring on the Cherokee Reservation involving Indian defendants and/or victims. Instead, Indian perpetrators who offend within the Town/City of _____ are subject to the Cherokee Nation's criminal laws and the jurisdiction of the Cherokee Nation's courts.

2. PURPOSE:

This agreement is entered into for the purpose of supporting tribal and community cooperation in an effort to ensure public safety within the Cherokee Reservation and within the Town/City of _____. This agreement shall not concede or confer jurisdiction on any Parties, but shall establish an administrative process under which Town/City peace officers, acting pursuant to a Cross Deputation agreement with the Cherokee Nation (Attachment 1), may issue criminal citations to Indian perpetrators and non-Indian perpetrators subject to the special domestic violence jurisdiction of the Nation as acknowledged by the 2013 reauthorization of the Violence Against Women Act, Pub. L. No. 113-4, 127 Stat. 540.

Both Indian perpetrators and non-Indian perpetrators subject to the special domestic violence jurisdiction of the Nation shall hereinafter be referred to as "Reservation defendant(s)".

The Parties recognize a shared interest in ensuring public safety and therefore seek to efficiently and effectively process criminal offenses occurring within the Reservation and necessarily, within the limits of the Town/City of _____. Both the Town/City and the Nation agree that it is in the best interest of both parties to enter into this agreement regarding such matters.

3. **APPLICATION OF LAWS:**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the laws of the Cherokee Nation. If it should appear that any terms contained herein are in conflict with any rule of law or statutory provisions of the United States or the laws of the Nation, such conflicting terms shall be deemed inoperative and declared null and void in so far as it may be in conflict with such relevant law or statutory provision, and shall be deemed modified to conform to such rules of law or statutory provisions. However, such conflict shall not operate to nullify or void this entire Agreement.

This Agreement shall apply to offenses committed by Reservation defendants which, if committed by a non-Indian defendant against a non-Indian victim within the Town/City, would be subject to prosecution by the Town/City under its own municipal jurisdiction.

4. **TERM:**

The term of this agreement shall begin on the date it is executed by both the Nation and the Town/City and shall extend for a period of one (1) year, and shall automatically renew for one (1) year periods thereafter. This agreement may be cancelled by mutual consent of the parties or by thirty (30) days written notice of one party to the other, with or without cause. Said notice shall state the reasons for the cancellation and be sent by certified mail to the other party at the address contained herein.

5. **THE CITY AGREES TO:**

- A. Continue to abide by the terms and conditions provided in the attached Cross Deputization Agreement with the Nation.
- B. Provide all management, staff, employees, facilities, buildings, equipment and supplies necessary to administratively process criminal matters involving Reservation defendants.
- C. Identify Reservation defendants and maintain a separate accounting system within the Town/City Court Clerk's office.
- D. Ensure that all guilty pleas, warrants or other judicial actions involving Reservation defendants that require a Judge's signature or court approval be forwarded for consideration and execution by a Cherokee Nation District Court Judge. Promptly refer

matters in which any Reservation defendant has entered a plea of not guilty and demanded a trial to the Cherokee Nation Attorney General for review and prosecution and transmit all related documentation.

- E. Ensure cooperation of Town/City employees in prosecutions of Reservation defendants.
- F. Collect fees, fines and costs from each Reservation defendant.
- G. Remit Thirty Dollars (\$30.00) from the total amount paid by each Reservation defendant to the Cherokee Nation District Court along with a copy of the citation and a record of the total fee, fine, and cost paid by the defendant. Payment to the Nation will be made on a monthly basis to the following address:

District Court Clerk
Cherokee Nation
P.O. Box 1097
Tahlequah, OK 74465

- H. Retain all other fees, fines, and costs as a donation from the Cherokee Nation.
- I. Ensure that all fines, fees and costs collected from Reservation defendants are collected consistently and in accordance with the attached fine and fee schedule produced by the Nation.
- J. Provide a monthly accounting to the Nation of all fines, fees and costs collected and remitted.
- K. Records of payments received from and sent to the Nation shall be maintained by the Town/City pursuant to this Agreement and shall be made available to the Nation at any time.

6. **THE NATION AGREES TO:**

- A. Abide by the terms and conditions provided in the attached Cross Deputization Agreement with the Town/City.
- B. Engage with the Town/City to administratively process tribal criminal offenses occurring within the Reservation and necessarily, within the limits of the Town/City of _____ involving Reservation defendants.
- C. Accept referrals for prosecution in tribal court, through the Office of the Attorney General, for those cases involving Reservation defendants who plead not guilty and demand a trial.

- D. Donate the amount of fines, fees, and costs paid by each Reservation defendant, less Thirty Dollars (\$30.00), to the Town/City in recognition of the public safety and administrative functions performed by the Town/City.
- E. Records of payments received from and sent to the Town/City shall be maintained by the Nation pursuant to this Agreement and shall be made available to the Town/City at any time.
- F. Retain all fees, fines and costs collected from those Reservation defendants prosecuted in the Cherokee Nation District Court after entering a not guilty plea and demanding a trial.

7. GENERAL PROVISIONS:

- A. This Agreement shall constitute the entire agreement between the parties. This Agreement shall supersede all prior or contemporaneous understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the Nation or the Town/City unless such waiver is in writing and signed by the party. No such waiver shall be a waiver of any past or future default, breach or modification of any provision of this Agreement unless expressly stipulated in such a waiver. The parties' further state to the best of their knowledge, no employee of the Nation or Town/City who exercises any functions or responsibilities in connection with the performance of the duties under this Agreement has any personal interest, direct or indirect, in this Agreement.
- B. That each party to the Agreement hereby recognizes that the other shall not control the means or methods by which the terms of this Agreement and the duties outlined herein are rendered. Both parties agree to perform the duties under this contract in a cooperative and professional manner and pursuant to lawful standards.
- C. Whenever any matter is referred to the Cherokee Nation Attorney General for potential prosecution, the responsible Town/City law enforcement officer shall properly receipt all property and evidence and provide a complete inventory sheet to the Cherokee Nation Marshal Service. All property so receipted shall be safeguarded and maintained in a secure environment that may be accessed for viewing. A log shall be kept of all persons with access to the property and said log shall indicate who removes and returns property as well as who views it. No property shall be released except upon written request of the Cherokee Nation Attorney General's Office, court order, or by the Marshal of the Cherokee Nation or his or her designee. The Town/City further agrees to retain said property in accordance with periods of retention as requested by the Cherokee Nation Attorney General.

D. The Town/City, its subcontractors, agents and employees shall not be considered employees of the Nation and shall not be eligible for any benefits associated herewith. Likewise, the Nation, its subcontractors, agents and employees shall not be considered employees of the Town/City and shall not be eligible for any benefits associated herewith.

E. Each party shall be responsible for their own costs associated with the processing of matters represented in this Agreement.

F. If this Agreement is cancelled or terminated, a full accounting shall be made by the Town/City. The Town/City shall be entitled to keep any funds already received under this Agreement less the amount due to the Nation. For concluded matters and matters in which pleas were accepted prior to the termination date, the Town/City shall be liable to the Nation for the amounts due in accordance with this Agreement until the Reservation defendant has fulfilled their obligation and paid the amount due in full.

8. **NO WAIVER OF SOVEREIGN IMMUNITY:**

Nothing in this Agreement, nor any interpretation or application of the same, shall be construed or interpreted as a waiver of the Sovereign Immunity of either the Cherokee Nation or the Town/City of _____.

9. **NOTICE:**

To the Cherokee Nation:

Cherokee Nation
Attention: Office of the Attorney General
P. O. Box 1533
Tahlequah, OK 74465

To the Town/City of _____:

Town/City of _____
Attention: _____
_____, OK 7 _____

IN WITNESS WHEREOF, the signatory parties hereto have executed this Agreement as of the last date written below.

Cherokee Nation

By: _____

Title: Principal Chief

Date: _____

Town/City of _____

By: _____

Title: _____

Date: _____

COPY

A. CONSTRUCTION SERVICES

1. **BASE BID AND ADD ALTERNATE NOS. 1&2** – Provide construction management and on-site construction observation FOR ADDITIONAL 60 CALENDAR DAY CONSTRUCTION PROJECT.
 - a. Prepare sub agreement for construction materials testing.
 - b. Prepare Construction Contracts for Sponsor and successful bidder execution.
 - c. Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.
 - d. Review material certifications and mix design submittals from the Contractor.
 - e. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.
 - f. Prepare change orders and supplements necessary for construction of the Project.
 - g. Provide engineer's response to contractor's request for information.
 - h. Attend and conduct a final review of the Project with the Sponsor and the OAC.
 - i. Prepare and distribute punchlist and provide construction observation during punchlist completion.
 - j. Prepare and distribute final inspection and substantial completion memo.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. CONSTRUCTION SERVICES

1. Construction Services from 5/22/2023 to 8/25/2023 As Required to Manage Project
2. Construction Services BASE BID
AND ADD ALTERNATE NO. 2.....As Required for 60 Calendar
Day Construction Project
3. Construction Project Closeout..... 90 Calendar Days

After Construction Final Acceptance

The schedule presented above does not include review time by the Owner, OAC, FAA or other interested agencies.

ARTICLE III COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. CONSTRUCTION SERVICES

1. Construction Services from 5/22/2023 to 8/25/2023\$ 16,546.82 Lump Sum
2. Construction Services BASE BID AND
ADD ALTERNATE NO. 1&2 \$ 184,683.25 Not-to-Exceed

Total Base Bid, Add Alternate No. 2, and Closeout \$201,230.07

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

The fixed payment to the Consultant for services outlined in Item A.1 and A.2, Construction Services, Construction Services Base Bid and Add Alternate No. 2, shall be \$18,065.23, and the total payment to the Consultant shall not exceed \$201,230.07.

If the Contractor exceeds a construction contract period of 60 calendar days, the Consultant may renegotiate with the Sponsor the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Task Order.

The Consultant will use an independent laboratory for all pavement materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

For engineering services applicable to Item A.1 through A.3, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.9088) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

For Item A.3, Construction Project Closeout, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order Agreement TQH-14905-TO05 to be signed by their duly authorized officers. This Task Order Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives. All other stipulations of the Master On Call Agreement dated June 4, 2019 shall remain in effect.

H.W. LOCHNER, INC.

CITY OF TAHLEQUAH, OKLAHOMA

By:  _____

By: _____

Title: Vice President

Title: _____

Date: 8/30/2023

Date: _____

COPY

ORDINANCE NO. 1363-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-1, BUILDING CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-1 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-102 Adoption of Building Code.

- A. A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the ~~2015 International Building Code as published by the International Code Council~~ 2018 International Building Code as adopted and amended by the Oklahoma Uniform Building Code Commission including Appendix C, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, and Appendix K, be and is hereby adopted as the Building Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Building Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 5-102.1 of this chapter.
- B. The International Building Code shall be enforced by the building inspector of the City of Tahlequah. The term "building official," wherever found in the International Building Code, shall mean the building inspector of the City of Tahlequah.

Section 5-102.1 Addition and Insertions to the Building Code

Additions, insertions and changes to the Building Code shall be as made by the City from time to time. In addition to any other addition to the International Building Code as required by this Code, the following additions and insertions are made to the International Building Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".

- B. Subsection 109.2 is amended by adding the following after the last sentence, "Permit fees shall be set forth in the Schedule of Regular Fees as adopted by City of Tahlequah City Council."
- C. Subsection 109.6 is amended to read: The Building Official shall authorize the refunding of fees as follows:
 - 1. The full amount of any fee paid hereunder which was erroneously paid or collected.
 - 2. Not more than One Hundred percent (100%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.
 - 3. The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee no later than one hundred eighty days (180) days after the date of fee payment.

Section 5-106 Adoption of International Existing Building Code.

- A. Adoption. A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the ~~2015 International Existing Building Code as published by the International Code Council~~ the 2018 International Existing Building Code as adopted and amended by the Oklahoma Uniform Building Code Commission, be and is hereby adopted as the Existing Building Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Existing Building Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Subsection C of this section.
- B. Enforcement. The International Existing Building Code shall be enforced by the building inspector of the City of Tahlequah. The term "code official," wherever found in the International Existing Building Code, shall mean the building inspector of the City of Tahlequah.
- C. Additions, Insertions and Changes: Additions, insertions and changes to the Existing Building Code shall be as made by the City from time to time as prescribed in 5-106.1.

Section 5-106.1 Addition and Insertions to the Building Code

In addition to any other addition to the International Existing Building Code as required by this Code, the following additions and insertions are made to the International Existing Building Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".

- B. Subsection 108.2 is amended by adding the following after the last sentence, "Permit fees shall be set forth in the Schedule of Regular Fees as adopted by City of Tahlequah City Council."
- C. Subsection 108.6 is amended to read: The Building Official shall authorize the refunding of fees as follows:
 - 1. The full amount of any fee paid hereunder which was erroneously paid or collected.
 - 2. Not more than One Hundred percent (100%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.
 - 3. The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee no later than one hundred eighty days (180) days after the date of fee payment.

Section 5-107 Adoption of International Property Maintenance Code.

- A. Adoption. A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the ~~2015~~ 2018 International Property Maintenance Code as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Property Maintenance Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Subsection C of this section.
- B. Enforcement. The International Property Maintenance Code shall be enforced by the building inspector of the City of Tahlequah or the Code Compliance Officer. The term "code official," wherever found in the International Property Maintenance Code, shall mean the building inspector of the City of Tahlequah or the Code Compliance Officer.
- C. Additions, Insertions and Changes. Additions, insertions and changes to the Property Maintenance Code shall be as made by the City from time to time as prescribed in 5-107.1.

Section 5-107.1 Addition and Insertions to the Building Code

In addition to any other addition to the International Property Maintenance Code as required by this Code, the following additions and insertions are made to the International Property Maintenance Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".
- B. Section 111. Means of appeal. This language in the code is amended as follows.

1. 111.1 The words "board of appeals" is removed and replaced with "Municipal Court."
 2. 111.2 This language is removed.
 3. 111.2.1 This language is removed.
 4. 111.2.2 This language is removed.
 5. 111.2.3 This language is removed.
 6. 111.2.4 This language is removed.
 7. 111.2.5 This language is removed.
 8. 111.3 This language is removed.
 9. 111.4 This language is removed.
 10. 111.4.1 This language is removed.
 11. 111.5 This language is removed.
 12. 111.6 This language is removed.
 13. 111.6.1 The word "board" is removed and replaced by court.
 14. 111.6.2 The word "board" is removed and replaced by court.
 15. 111.8 The words "appeals board" are removed and replaced by "Municipal Court".
- C. Subsection 112.4. Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 in lieu of [amount] or more than \$500.00 [amount].
- D. Subsection 302.4. Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches, in lieu of [jurisdiction to insert height in inches]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.
- E. Subsection 304.14. Insect screens. Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- F. Subsection 602.3. Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heating to maintain a minimum temperature of 68 degrees Fahrenheit (18 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms. Exceptions:
1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor designation temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
 2. In areas where the average monthly temperature is above 30 degrees Fahrenheit (-1 degrees Celsius), a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) shall be maintained.
- G. Subsection 602.4. Occupiable workspaces. Indoor occupiable workspaces shall be supplied with heat to maintain a temperature of 65 degrees Fahrenheit (18 degrees Celsius) during the period the spaces are occupied. Exceptions:
1. Processing, storage, and operation areas that require cooling or special temperature conditions.
 2. Areas in which persons are primarily engaged in vigorous physical activities.

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.

(SIGNATURE PAGE FOLLOWS)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH,
OKLAHOMA, THIS 5th DAY OF SEPTEMBER, 2023.**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5TH day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1364-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 8, HEALTH AND SANITATION; CHAPTER 8-6, DILAPIDATED BUILDINGS; SECTION 8-602, DEFINITIONS; BY AMENDING THE DEFINITION OF A DILAPIDATED BUILDING; 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. Chapter 8-6 of Part 8 of the Tahlequah City Code is hereby amended to read as follows:

Section 8-602 Definitions.

As used in this chapter:

ADMINISTRATIVE OFFICER

The compliance officer or such other employee designated by the City of Tahlequah to enforce the provisions of this Code.

DILAPIDATED BUILDING

- A. A structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public.
- B. A structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public.
- C. A structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by 11 Oklahoma Statutes Section 22-112.1, more than three times within any twelve-month period.
- D. A structure which has been boarded and secured, as defined by 11 Oklahoma Statutes Section 22-112.1, for more than ~~36~~ six (6) consecutive months.
- E. A structure declared by the abatement board to constitute a public nuisance.

OWNER

The owner of record as shown by the most current tax rolls of the county Treasurer.

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 5th DAY OF SEPTEMBER, 2023.

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1365-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-4, ELECTRIC CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-4 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-402 Adoption of Electrical Code.

- A. All installations of electrical equipment shall be in conformity with the provisions of this chapter, with the Statutes of the State and any orders, rules, and regulations issued by authority thereof and with approved electrical standards for safety to persons and property. Where no specific standards are prescribed by this chapter or by the Statutes of the State or by any orders, rules, or regulations issued by authority thereof, a certain document, a copy of which is filed in the office of the City building inspector, being marked and designated as the 2014 National Electrical Code (NFPA 70) the National Electrical Code, 2020 Edition, as adopted and amended by the Oklahoma Uniform Building Code Commission, is hereby adopted as the Electrical Code of the City and shall be prima facie evidence of conformity with approved standards for safety to persons or to property; and each and all of the regulations, provisions, penalties, conditions and terms of said 2014 National Electrical Code (NFPA 70) said National Electrical Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section.
- B. The National Electrical Code (NFPA 70) National Electrical Code shall be enforced by the building inspector of the City of Tahlequah. The term "authority having jurisdiction," wherever found in the National Electrical Code (NFPA 70) National Electrical Code, shall mean the building inspector of the City of Tahlequah.

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 5th DAY OF SEPTEMBER, 2023.

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1366-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-3, GAS CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-3 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-302 ~~Purpose and Scope~~ Adoption of Fuel Gas Code.

- A. The purpose of this chapter is to provide minimum standards, provisions and requirements for safe installation of consumers' gas piping and gas appliances. All such gas piping and gas appliances installed, replaced, maintained or repaired within the corporate limits of the City shall conform to the requirements of this chapter and to the specifications, rules and regulations entitled 2015 International Fuel Gas Code 2018 International Fuel Gas Code as adopted and amended by the Oklahoma Uniform Building Code Commission including Appendix A, Appendix B and Appendix C, hereby approved and adopted by the Council of the City, which specifications, rules and regulations are hereby incorporated herein by reference and made a part of this chapter as if fully set forth herein. Copies of such specifications, rules and regulations shall be kept on file in the office of the City building inspector.
- B. The International Fuel Gas Code shall be enforced by the building inspector of the City of Tahlequah. The term "code official," wherever found in the International Fuel Gas Code, shall mean the building inspector of the City of Tahlequah.

Section 5-302.1 Addition and Insertions to the Building Code

Additions, insertions and changes to the International Fuel Gas Code shall be as made by the City from time to time. In addition to any other addition to the International Fuel Gas Code as required by this Code, the following additions and insertions are made to the International Fuel Gas Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".

- B. Subsection 106.6.2 is amended by adding the following after the last sentence, "Permit fees shall be set forth in the Schedule of Regular Fees as adopted by City of Tahlequah City Council."
- C. Subsection 106.6.3 is amended to read: The Building Official shall authorize the refunding of fees as follows:
1. The full amount of any fee paid hereunder which was erroneously paid or collected.
 2. Not more than one hundred percent (100%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee no later than one hundred eighty days (180) days after the date of fee payment.

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.

(SIGNATURE PAGE FOLLOWS)

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS 5TH DAY OF SEPTEMBER, 2023.

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1367-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-7, HOUSING CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-7 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-702 Adoption of Housing Code.

- A. The purpose of this chapter is to provide minimum standards, provisions and requirements for the sanitary conditions which any habitable occupancy must provide for safe and healthful living. All housing built, prepared or remodeled within the corporate limits of the City shall conform to the requirements of this chapter and to the specifications, rules and regulations entitled the ~~2015~~ 2018 International Residential Code, issued by the International Code Council, approved and adopted by the City Council of the City, and which specifications, rules and regulations are hereby incorporated herein by reference and made a part of this chapter as if fully set forth herein. Copies of such specifications, rules and regulations shall be kept on file in the office of the City building inspector.
- B. ~~The following sections are hereby deleted from the International Residential Code in their entirety:~~
 - a. ~~Section R313 Automatic Fire Sprinkler Systems.~~
 - b. ~~Section R2904 Dwelling Unit Fire Sprinkler Systems.~~

A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the International Residential Code as adopted and amended by the Oklahoma Uniform Building Code Commission, including Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, Appendix M, Appendix N, Appendix O, Appendix P, Appendix R and Appendix S be and is hereby adopted as the One and Two-Family Residential Dwelling Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Residential Code, are hereby referred to, adopted and made a part hereof as if

fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 5-702.1 of this chapter.

- C. The International Residential Code shall be enforced by the building inspector of the City of Tahlequah. The term "building official," wherever found in the International Residential Code, shall mean the building inspector of the City of Tahlequah.

Section 5-702.1 Addition and Insertions to the Housing Code

Additions, insertions and changes to the International Residential Code shall be as made by the City from time to time. In addition to any other addition to the International Residential Code as required by this Code, the following additions and insertions are made to the International Residential Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".
- B. Subsection 105.2 Work exempt from permit, is amended to state: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Building:

- i. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet.
- ii. Fences not over 7 feet high except where located along an arterial street, collector street or highway.
- iii. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- iv. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925L) and the ratio of height to diameter or width is not greater than 2:1.
- v. Sidewalks and driveways.
- vi. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- vii. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- viii. Swings and other playground equipment.
- ix. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.

- x. Decks not exceeding 200 square feet (18.58 m2) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.

2. Electrical:

- i. Listed cord-and-plug connected temporary decorative lighting.
- ii. Reinstallation of attachment plug receptacles but not the outlets therefor.
- iii. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
- iv. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
- v. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

3. Gas:

- i. Portable heating, cooking or clothes drying appliances.
- ii. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- iii. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

4. Mechanical:

- i. Portable heating appliance.
- ii. Portable ventilation equipment.
- iii. Portable cooling unit.
- iv. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
- v. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- vi. Portable evaporative cooler.
- vii. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.
- viii. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

5. Plumbing:

- i. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

- ii. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
- C. Subsection 108.2 is amended by adding the following after the last sentence, "Permit fees shall be as set forth in the Manual of Fees adopted by the Tahlequah City Council."
- D. Section R109 Inspections shall be amended by adding the following subsections:
 - 1. R109.1.1.1 Survey submittal inspection. The Building Official may require a survey submittal when a structure foundation (edge of ditch) is found to be less than six inches (6") from any easements, street rights-of-way or required setback at the time of the foundation inspection. The submitted survey shall be prepared and signed by a registered professional engineer or land surveyor, registered in the State of Oklahoma, containing the location of the foundation, easements, street rights-of-way, required setbacks and property lines. The survey shall be submitted to the City of Tahlequah for review and approval.
 - 2. R109.1.1.2 Post tension cable and/or steel inspection. Inspection of the post tension cables and/or steel shall be made after the backfill has been properly placed over any plumbing piping, mechanical ducts or electrical conduit that is installed under the slab.
 - 3. Subsection R112.1 General, is amended to state: All persons shall have the right to appeal the Building Official's decision to the City Council.
 - 4. Subsection R113.4 Violation penalties is amended to state: Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a Class B offense. It shall be deemed a separate offense for each day or a portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted.
 - 5. Table R301.2(1) entitled Climatic and Geographic Design Criteria is amended to read as follows:

Ground Snow Load = 10 lbs. per square foot
Wind Design, Speed = 115
Wind Design, Topographic effects = No
Wind Design, Special wind region = No
Wind Design, Wind-borne debris zone = No
Seismic design category B
Subject to Damage from, Weathering = Moderate
Subject to Damage from, Frost line depth = Eighteen inches (18")
Subject to Damage from, Termite = Moderate to Heavy
Winter Design Temp = Thirteen Degrees Fahrenheit
Ice Barrier Underlayment Required = No
Air Freezing Index = One Thousand Five Hundred (1,500) or Less

Mean Annual Temp = Sixty and Three Tenths Degrees Fahrenheit

6. Subsection R302.3 Two-family dwellings is amended to state: Dwelling units in two-family dwellings shall be separated from each other by a wall and/or ceiling and floor assemblies of not less than two-hour fire-resistance rating when tested in accordance with ASTM E 119. Fire-resistance rated floors, ceilings and wall assemblies shall extend to and be tied against the exterior wall, and wall assemblies shall extend to the underside of the roof sheathing. Roof decking or sheathing shall be of noncombustible materials or approved fire-retardant-treated wood for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly, or two (2) layers of five-eighths inch (5/8") (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of four feet (4') (1,219 mm) on each side of the fire rated wall assembly. Any openings or penetrations in the roof shall not be located within 4 feet (1219 mm) of the fire rated wall assembly. (1) *Exception:* A fire resistance rating of one (1) hour shall be permitted in buildings equipped throughout with an automatic sprinkler system designed and installed in accordance with Section P2904 or NFPA 13D.
7. Subsection R403.1.2 Continuous footing in Seismic Design Categories D0, D1 and D2, is amended to read as follows: R403.1.2 Continuous footing. Exterior walls of buildings shall be supported by continuous solid or fully grouted masonry or concrete footings. Other footing materials or systems shall be designed in accordance with accepted engineering practice.
8. Subsection R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D0, D1, and D2, is amended to read as follows: R403.1.3 Footing and stem wall reinforcing. Concrete footings shall have minimum reinforcement in accordance with this section and Figure R403.1.3. Reinforcement shall be installed with support and cover in accordance with Section R403.1.3.5.
9. Subsection R403.1.3.1 Concrete stem walls with concrete footings, is amended as follows: Where a construction joint is created between a concrete footing and a concrete stem wall, a minimum of one No. 4 vertical bar shall be installed at not more than 4 feet (1,219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the stem wall and two (2) No. 4 horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing.
10. Subsection R403.1.3.2 Masonry stem walls with concrete footings, is amended as follows: Where a masonry stem wall is supported on a concrete footing, a minimum of one No. 4 vertical bar shall be installed at not more

than 4 feet (1,219 mm) on center. The vertical bar shall have a standard hook and extend to the bottom of the footing and shall have support and cover as specified in Section R403.1.3.5.3 and extend a minimum of 14 inches (357 mm) into the stem wall. Standard hooks shall comply with Section R608.5.4.5. A minimum of two (2) No. 4 horizontal bar shall be installed within 12 inches (305 mm) of the top of the wall and two (2) No. 4 horizontal bar shall be located 3 to 4 inches (76 mm to 102 mm) from the bottom of the footing. Masonry stem walls shall be solid grouted.

11. Subsection R403.1.3.3 Slabs-on-ground with turned-down footings, is amended as follows: Slabs on ground cast monolithically with turned-down footings shall have a minimum of two (2) No. 4 bar at the top and the bottom of the footing or one No. 5 bar or two No. 4 bars in the middle third of the footing depth. Where the slab is not cast monolithically with the footing, No. 4 or larger vertical dowels with standard hooks on each end shall be installed at not more than 4 feet (1,219 mm) on center in accordance with Figure R403.1.3, Detail 2. Standard hooks shall comply with Section R608.5.4.5.
 12. Subsection R404.1.6 Height above finished grade, is amended to state: Concrete and masonry foundation walls shall extend above the existing grade adjacent to the foundation at all points a minimum of twelve inches (12") and shall extend above the finished grade adjacent to the foundation at all points a minimum of six inches (6").
 13. Subsection R807.1 Attic access, is amended to state: Buildings with combustible ceiling or roof construction shall have an attic access opening to attic areas that exceed thirty (30) square feet and have a vertical height of thirty inches (30") or greater. The vertical height shall be measured from the top of the ceiling framing members to the underside of the roof framing members. The rough framed opening shall not be less than twenty-two inches (22") by thirty inches (30") when located in a wall, the opening shall be a minimum of twenty-two inches (22") wide by thirty inches (30") high. When the access is located in the ceiling, minimum unobstructed headroom in the attic space shall be thirty inches (30") at some point above the access measured vertically from the bottom of ceiling framing members. Where mechanical equipment is located in attics; the size of the rough framed opening shall comply with Section M1305.1.3. At least one attic access shall be accessible by a pull down ladder located in the hallway or other readily accessible location or through a side-hinged door with a minimum clear height of seventy-eight inches (78").
- E. Section G2415 shall be amended by adding the following subsection:
1. Subsection G2415.2.1 shall be added to state: CSST installation requirements. CSST shall comply with the following installation requirements:

- i. CSST shall not be located within the space between roof rafters unless protected from penetration in accordance with section G2415.7.
 - ii. CSST shall not be allowed on the roof deck side of insulation installed between rafters.
 - iii. CSST shall not enter the attic by passing through the top plate of an exterior wall.
 - iv. CSST shall be installed with approved change in direction fittings per the manufactures instructions.
 - v. CSST shall not be installed by lying on the top side of ceiling Joist.
 - vi. CSST installed in the attic shall be allowed only where it can be supported by manufactures recommended supports attaching it to the roof rafters.
 - vii. CSST manifolds and regulators shall be installed within 36 inches of the attic access for service. The manifold and regulator installation shall be a minimum of 36 inches above a service platform meeting the requirements of section M1305.1.3. A light for service shall be provided in accordance with section M1305.1.3.1.
 - viii. CSST shall be installed with a minimum of 6 inches' separation from HVAC ductwork, Electrical wiring, Communication wiring, Metal electrical fixture boxes and their supports, or any other material that may create a path to ground.
 - ix. A minimum of 6 inches shall be maintained between the CSST and house wiring located within the same wall cavity.
 - x. CSST shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
 - xi. CSST with damaged outer covering shall be replaced.
 - xii. When a gas system containing CSST is repaired or when equipment supplied by such system is replaced the system shall be bonded in accordance with sections G2411.1 through G2411.1.1.5.
2. Subsection G2415.12 Minimum burial depth, is amended to state: Underground piping systems shall be installed a minimum depth of eighteen inches (18") below grade, except as provided for in Section G2415.12.1.
 3. Subsection G2420.5.1 Located within same room, is amended to state: The shutoff valve shall be located in the same room as the appliance. The shutoff valve shall be within 6 feet of the appliance, and shall be installed upstream of the union, connector or quick disconnect device it serves. Such shutoff valves shall be provided with access; such access shall not be located within the firebox of a fireplace. Appliance shutoff valves located in the firebox of a fireplace shall be installed in accordance with the appliance manufacturer's instructions and shall have an additional appliance shutoff valve located outside of the firebox within 6 feet of the appliance.

F. Section P2602 Individual Water Supply and Sewage Disposal shall be amended by adding the following subsection:

1. Subsection P2602.1.1 Public sewer. Public sewer shall be considered available to a building when the building is located within three hundred feet (200') of the public sewer.
2. Section P2603 Structural and Piping Protection shall be amended by adding the following subsection:
3. Subsection 2603.2.2. Piping in other locations. Where piping is located within a framing member and is less than 1¼ inches (38 mm) from the framing member face to which wall, ceiling or floor membranes will be attached, the piping shall be protected by shield plates that cover the width and length of the piping. Where piping is located outside of a framing member and is located less than 1¼ inches (38 mm) from the nearest edge of the face of the framing member to which the membrane will be attached, the piping shall be protected by shield plates that cover the width and length of the piping. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 Gage).
4. Subsection P2603.6.1 Sewer depth, is amended to state: Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen inches (18") below finished grade at the point of septic tank connection unless otherwise approved. Building sewers that connect to a public sewer shall be a minimum of eighteen inches (18") below finished grade.
5. Subsection P2902.5.3 Lawn irrigation systems, is amended to state: The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

G. Section P2906 Materials, Joints and Connections shall be amended as follows:

1. Subsection Table P2906.4 shall be amended by deleting "copper alloy tubing (type M)."
2. Subsection P2906.5 Water-distribution pipe, shall be amended by adding the following subsection:
3. Subsection P2906.5.1 Inaccessible water service piping. Inaccessible water service piping installed under concrete slabs shall be installed with no joints under slab. Any material subject to corrosion shall be protected when used in corrosive soils.
4. Subsection P3002.2 Building sewer, is amended to state: Building sewer pipe shall conform to one of the standards listed in Table P3002.2. When ABS or PVC pipe less than six inches (6") in diameter is used it shall be schedule 40. When PVC pipe six inches (6") or larger is used in an engineered system, designed, sealed and signed by an engineer registered

in the State of Oklahoma, it may be schedule 35. Lines less than six inches (6") in diameter shall not exceed three hundred feet (300') in length. Lines six inches (6") in diameter in an engineered system, designed, sealed and signed by an engineer registered in the State of Oklahoma shall have manholes installed and spaced no further apart than three hundred feet (300'). Lines larger than six inches (6") in diameter shall have manholes installed and spaced no further apart than three hundred feet (300').

5. Subsection E3406.3 Minimum size of conductors, is amended to state: The minimum size of conductors for feeders and branch circuits shall be 12 AWG copper. The minimum size of service conductors shall be as specified in Chapter 36. The minimum size of Class 2 remote control, signaling and power-limited circuit conductors shall be as specified in Chapter 43.
- H. The following sections are hereby deleted from the International Building Code in their entirety:
 1. Section R313 Automatic Fire Sprinkler Systems
 2. Section P2904 Dwelling Unit Sprinkler Systems

Section 5-705 Adoption of Housing Code.

Concrete footings shall have a minimum of ~~one no. 4~~ two (2) no. 4 (1/2") bar at the top and bottom of the footing. Bottom reinforcement shall be located a minimum of three inches clear from the bottom of the footing by using approved dobies. Where a construction joint is created between a concrete footing and concrete or masonry stem wall, a minimum of one no. 4 bar shall be provided at not more than four feet on center. The vertical bar shall extend to three inches clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches into the stem wall.

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 5TH DAY OF SEPTEMBER, 2023.**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1368-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-9, MECHANICAL CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-9 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-901 Adoption of Mechanical Code.

- A. A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the ~~2015 International Mechanical Code as published by the International Code Council~~ 2018 International Mechanical Code as adopted and amended by the Oklahoma Uniform Building Code Commission including Appendix A, be and is hereby adopted as the Mechanical Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Mechanical Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 5-902 of this chapter.
- B. The International Mechanical Code shall be enforced by the building inspector of the City of Tahlequah. The term "code official," wherever found in the International Mechanical Code, shall mean the building inspector of the City of Tahlequah.

Section 5-902 Addition and Insertions to the Building Code

Additions, insertions and changes to the Mechanical Code shall be as made by the City from time to time. In addition to any other addition to the Mechanical Code as required by this Code, the following additions and insertions are made to the Mechanical Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".

- B. Subsection 106.6.2 is amended by adding the following after the last sentence, "Permit fees shall be set forth in the Schedule of Regular Fees as adopted by City of Tahlequah City Council."
- C. Subsection 106.6.3 is amended to read: The Building Official shall authorize the refunding of fees as follows:
1. The full amount of any fee paid hereunder which was erroneously paid or collected.
 2. Not more than one hundred percent (100%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee no later than one hundred eighty days (180) days after the date of fee payment.

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.

(SIGNATURE PAGE FOLLOWS)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH,
OKLAHOMA, THIS 5TH DAY OF SEPTEMBER, 2023_____.**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney

COPY

ORDINANCE NO. 1369-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 5, BUILDING REGULATIONS AND CODES; CHAPTER 5-2, PLUMBING CODE; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; 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. Chapter 5-2 of Part 5 of the Tahlequah City Code is hereby amended to read as follows:

Section 5-202 Adoption of Plumbing Code.

- A. A certain document, one copy of which is on file in the office of the City building inspector, being marked and designated as the ~~2015 International Plumbing Code as published by the International Code Council~~ 2018 International Plumbing Code as adopted and amended by the Oklahoma Uniform Building Code Commission including Appendix B, Appendix C, Appendix D and Appendix E, be and is hereby adopted as the Plumbing Code of the Code of Ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Plumbing Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 5-202.1 of this chapter.
- B. The International Plumbing Code shall be enforced by the building inspector of the City of Tahlequah. The term "code official," wherever found in the International Plumbing Code, shall mean the building inspector of the City of Tahlequah.

Section 5-202.1 Addition and Insertions to the Building Code

Additions, insertions and changes to the Plumbing Code shall be as made by the City from time to time. In addition to any other addition to the International Plumbing Code as required by this Code, the following additions and insertions are made to the International Plumbing Code:

- A. Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".

- B. Subsection 106.6.2 is amended by adding the following after the last sentence, "Permit fees shall be set forth in the Schedule of Regular Fees as adopted by City of Tahlequah City Council."
- C. Subsection 106.6.3 is amended to read: The Building Official shall authorize the refunding of fees as follows:
1. The full amount of any fee paid hereunder which was erroneously paid or collected.
 2. Not more than one hundred percent (100%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee no later than one hundred eighty days (180) days after the date of fee payment.
- D. Subsection 305.4.1 shall be amended to state: Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of eighteen inches (18") in lieu of [number] below finished grade at the point of septic tank connection. Building sewers shall be a minimum of eighteen inches (18") below grade in lieu of [number].

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.

(SIGNATURE PAGE FOLLOWS)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH,
OKLAHOMA, THIS 5TH DAY OF SEPTEMBER, 2023.**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 5th day of September, 2023.

John Tyler Hammons, City Attorney



Tahlequah City Council AGENDA ITEM REPORT

Item No. 21-Executive Session

Meeting Date 09-05-2023

Initiator John Tyler Hammons

Office/Department: City Attorney

Item Title

Pursuant to 25 OS 307(B)(4), consider convening in Executive Session to discuss the pending investigation against H & G Paving, and if necessary, take appropriate action in Open Session.

Background

The City Attorney desires to discuss with the Mayor and Council the status of the pending investigation against H & G Paving. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the above referenced item will seriously impair the ability of the City to defend the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

Exhibits

N/A

Founding Source

N/A

Request

Convene in executive session to discuss the pending investigation against H & G Paving, and if necessary, take appropriate action in open session.