

**MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – SEPTEMBER 5, 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: Mayor, Suzanne Myers, City Attorney JT Hammons, City Administrator Taylor Tannehill, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, and IT Support Kendall Collins

Invocation: Kyle Murray of Grace Baptist Church
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: 831 1181 8869** **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

Lee Guthrie regarding lack of recycling at public events.

4. CONSENT AGENDA

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

- a) Approve the **minutes** from the **August 7** and **August 21, 2023** City Council meetings.
- b) Acknowledge receipt of the **July 2023 check register**.
- c) Acknowledge receipt of the **July 2023 purchasing card statement**.
- d) Acknowledge receipt of the **July 2023 investment schedule**.

- e) Acknowledge receipt of the **Tahlequah Hospital Authority** monthly report for **August 2023**.
- f) Approve the closing of **Police Department** grant funds for grants that are no longer active as of June 30, 2023: **399 Safe Trails Grant, 403 Walmart Community Grant, 406 Safe OK Grant, 409 Bullet Proof Vest Grant 2018, 410 Bullet Proof Vest Grant 2019, and 419 Bullet Proof Vest Grant 2020**.
- g) Approve splitting the budgeted **Volunteer Fireman position** into two (2) new volunteer positions, **Chaplain** and **Public Information Officer (PIO)**
- h) Approve 2024 City of Tahlequah Holiday Schedule.
- i) To hire **Timothy Neugin** as a Laborer/Operator in the **Street Department** at \$32,844.54 annually, effective September 5, 2023.
- j) To hire **Kevin Luna** as a Dispatcher in the **Police Department** at \$29,633 annually, effective September 5, 2023.
- k) To accept the resignation from **Kortney Morris**, Dispatcher in the **Police Department**, effective August 26, 2023.
- l) **Removed by Councilor Bree Long.**
- m) **Removed by Councilor Bree Long.**
- n) Accept the bid for 26 **dumpsters**, a budgeted expenditure for **Solid Waste**, in the amount of \$77,757.00 from **N.E.O. FAB**.

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

Nays: None

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Presentation by Mayor Suzanne Myers-**Years of Service Certificates** as follows:

Rockie Neugin, 5yrs.	Parks & Recreation
Jim Perry, 5 yrs.	Parks & Recreation
Debora Coyote, 5yrs.	Parks & Recreation
Jennifer Cruwell, 5yrs.	Cemetery
Jason Girdner, 15yrs.	Police Department

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 **(l)**: To approve the recommendation from the Fire Chief on the appointment of **Josh Newton** as **PIO/Volunteer** in the **Tahlequah Fire Dept**.

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

Nays: None

Motion carried

Councilor Long made a motion and Councilor Baker seconded to approve item **(m)**: To approve the recommendation from the Fire Chief on the appointment of **Clifton Loman** as **Chaplain/Volunteer** in the **Tahlequah Fire Dept**.

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

Nays: None

Motion carried

7. First reading of **Ordinance No. 1359-2023** by City Administrator Taylor Tannehill.

8. Council Baker made a motion and Councilor Allen seconded to instruct staff to pursue, through grant funds, a Community **Homelessness & House Needs Assessment** Study.

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

9 **Information Only** by Chief of Police Nate King regarding the use of **increased law enforcement officers** at the Tahlequah High School **home football games**.

10. Councilor Long made a motion and Councilor Allen seconded to approve adjusting the salary of the **Assistant Chief of Police** within the Police Department from the current salary of \$71,605 to \$74,469

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

11. Councilor Allen made a motion and Councilor Highers seconded to approve with modifications, earmarking \$72,900 (modified from \$36,000) out of ARPA funds for use as matching funds for the benefit of **Tahlequah Trails Association** and their TCF Challenge Grant.

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

12. Councilor Allen made a motion and Councilor Long seconded to approve the authorizing the Mayor to sign the **Memorandum of Agreement (MOA)** between the City of Tahlequah and the **Cherokee Nation** for purposes of supporting tribal and community cooperation to ensure public safety.

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

13. Moved to appear after Agenda Item #22.

14. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

15. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

16. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

17. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

18. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

19. Councilor Allen made a motion and Councilor Baker seconded to approve **Ordinance No. 1368-2023** an ordinance of the City of Tahlequah, Oklahoma, amending the Tahlequah City Code, Part 5, Mechanical Code; by updating and making changes to various international codes; Providing for codification, severability, repealer, and setting an effective date.

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

20. Councilor Allen made a motion and Councilor Baker seconded to approve **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.

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

21. Councilor Highers made a motion and Council Allen seconded to exit Regular Session and enter into **Executive Session** at 6:19 p.m. Council returned from Executive Session at 7:07 p.m.

22. No action was taken on the pending investigation against **H & G Paving**.

**** 13.** Councilor Long made a motion and Councilor Allen seconded to approve Supplemental Agreement for the inspection services provided by **Lochner Engineering**, thereby giving the Mayor authorization to sign the **Task Order (TO-05) Agreement**.

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

Nays: None

Motion carried

23. Meeting **adjourned** at 7:13 p.m.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/04/2023	57857	215	A T & T	110202000	124.75
08/23	08/04/2023	57858	550	Advanced Workzone Services	110202000	9,035.84
08/23	08/04/2023	57859	1230	Arkholia Sand & Gravel	110202000	156,031.10
08/23	08/04/2023	57860	1330	Assoc Veterinary Clinic	110202000	35.00
08/23	08/04/2023	57861	1650	BancFirst	110202000	20,574.15
08/23	08/04/2023	57862	2795	Chamber of Commerce	110202000	625.00
08/23	08/04/2023	57863	157988	Consolidated Communications	110202000	1,180.45
08/23	08/04/2023	57864	3880	Cook Construction	110202000	310,596.80
08/23	08/04/2023	57865	158539	Dana Lee	110202000	83.63
08/23	08/04/2023	57866	5250	Eastern Oklahoma Development District	110202000	2,530.00
08/23	08/04/2023	57867	158013	Finish Line Fuels (dba)	110202000	14,237.67
08/23	08/04/2023	57868	6080	Fuelman of Oklahoma or	110202000	14,839.68
08/23	08/04/2023	57869	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
08/23	08/04/2023	57870	158273	Johnny Freeze Cream Ice, LLC	110202000	1,525.00
08/23	08/04/2023	57871	9400	Lake Region Electric	110202000	2,648.22
08/23	08/04/2023	57872	157846	Lake Region Electric-Telecom	110202000	297.72
08/23	08/04/2023	57873	9437	Larry's Tires	110202000	165.00
08/23	08/04/2023	57874	158388	LawnStars Landscaping, LLC	110202000	1,890.00
08/23	08/04/2023	57875	9770	Love Bottling Company	110202000	1,514.40
08/23	08/04/2023	57876	158383	Macquarie Equipment Capital Inc.	110202000	822.74
08/23	08/04/2023	57877	10090	Martin's Salvage	110202000	50.00
08/23	08/04/2023	57878	10580	Mike Palmer	110202000	1,695.20
08/23	08/04/2023	57879	157829	NOPFA Gas/Utilities	110202000	1,014.02
08/23	08/04/2023	57880	11920	Ok Municipal Assurance Group	110202000	70,375.25
08/23	08/04/2023	57881	12390	OTA	110202000	20.60
08/23	08/04/2023	57882	158160	Rachel Dallis	110202000	3,025.00
08/23	08/04/2023	57883	158110	Ritchie, Rock, McBride & Atwood Law Firm	110202000	2,680.04
08/23	08/04/2023	57884	158518	Ryadd LLC	110202000	2,023.60
08/23	08/04/2023	57885	14230	Sadler Paper Supply	110202000	1,787.63
08/23	08/04/2023	57886	158541	Suzanne Myers	110202000	86.85
08/23	08/04/2023	57887	15565	Swaim Office Products DBA	110202000	2,496.19
08/23	08/04/2023	57888	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
08/23	08/04/2023	57889	16370	TK Elevator	110202000	2,932.41
08/23	08/04/2023	57890	16510	Total Pest Control	110202000	165.00
08/23	08/04/2023	57891	16985	UniFirst Holdings Inc	110202000	136.69
08/23	08/04/2023	57892	17510	Waste Management	110202000	27,965.58
08/23	08/04/2023	57893	17750	Wight Office Machines	110202000	55.00
08/23	08/04/2023	57894	17803	William Marvin Johnson LLC	110202000	300.00
08/23	08/07/2023	57895	215	A T & T	110202000	249.50
08/23	08/07/2023	57896	550	Advanced Workzone Services	110202000	3,300.00
08/23	08/07/2023	57897	158478	CORE Construction Services of Texas, Inc	110202000	267,425.00
08/23	08/07/2023	57898	157829	NOPFA Gas/Utilities	110202000	381.40
08/23	08/07/2023	57899	12000	Ok Production Ctr, Inc	110202000	45,212.04
08/23	08/07/2023	57900	12910	Pitney Bowes	110202000	1,574.31
08/23	08/07/2023	57901	158160	Rachel Dallis	110202000	2,260.00
08/23	08/10/2023	57902	150	4-G Service & Supply Inc.	110202000	7.50
08/23	08/10/2023	57903	158045	Ascentis Corporation (Prior- Novatime)	110202000	763.56
08/23	08/10/2023	57904	240	AT&T Mobility II LLC (911 Call Towers)	110202000	114.68
08/23	08/10/2023	57905	157967	B&B Services	110202000	2,245.00
08/23	08/10/2023	57906	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	204,411.19
08/23	08/10/2023	57907	5270	ECA-AST, LLC	110202000	660.00
08/23	08/10/2023	57908	158079	Glidewell Distributing Co, Inc.	110202000	990.08
08/23	08/10/2023	57909	7530	Holloway, Updike & Bellen, Inc	110202000	15,239.28

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/10/2023	57910	158388	LawnStars Landscaping, LLC	110202000	1,890.00
08/23	08/10/2023	57911	9790	Lowe's Home Centers Inc.	110202000	170.05
08/23	08/10/2023	57912	10350	MESO - OMUSA	110202000	906.00
08/23	08/10/2023	57913	158530	Rhonda Norris RVT	110202000	385.00
08/23	08/10/2023	57914	13880	Richard Smith	110202000	2,800.00
08/23	08/10/2023	57915	14230	Sadler Paper Supply	110202000	112.50
08/23	08/10/2023	57916	15908	Tahlequah Public Facilities Auth	110202000	306,616.79
08/23	08/10/2023	57917	158472	Tim M Synar	110202000	3,936.00
08/23	08/10/2023	57918	16510	Total Pest Control	110202000	75.00
08/23	08/10/2023	57919	16985	UniFirst Holdings Inc	110202000	51.19
08/23	08/10/2023	57920	150	4-G Service & Supply Inc.	110202000	514.97
08/23	08/10/2023	57921	2795	Chamber of Commerce	110202000	1,875.00
08/23	08/10/2023	57922	5660	Fastenal Company	110202000	72.67
08/23	08/10/2023	57923	9690	Locke Supply	110202000	773.72
08/23	08/18/2023	57931	158331	Admiral Express, LLC	110202000	419.90
08/23	08/18/2023	57932	158056	ALLRIGGS LLC	110202000	578.82
08/23	08/18/2023	57933	158486	ASAP Energy Inc.	110202000	26,172.70
08/23	08/18/2023	57934	157971	AT&T Mobility II LLC (CITY HALL)	110202000	2,071.36
08/23	08/18/2023	57935	1360	Atco International	110202000	304.70
08/23	08/18/2023	57936	2415	Bull Tuff Mud Company Ready Mix	110202000	14,100.00
08/23	08/18/2023	57937	2560	Capes Custom Welding and Fabrication	110202000	250.00
08/23	08/18/2023	57938	2794	Chamber of Commerce	110202000	595.00
08/23	08/18/2023	57939	3010	Cherokee County Board of Comm.	110202000	102.92
08/23	08/18/2023	57940	3020	Cherokee County Clerk	110202000	140.00
08/23	08/18/2023	57941	3050	Cherokee County Detention	110202000	1,853.50
08/23	08/18/2023	57942	3880	Cook Construction	110202000	2,900.00
08/23	08/18/2023	57943	4530	Davis Oil Co, Inc	110202000	647.25
08/23	08/18/2023	57944	5090	Dub Ross Co	110202000	1,248.00
08/23	08/18/2023	57945	158178	Enterprise Fleet Management, Inc.	110202000	16,190.77
08/23	08/18/2023	57946	6080	Fuelman of Oklahoma or	110202000	5,212.46
08/23	08/18/2023	57947	7650	Hutchens Construction Co. (Emery Sapp&So	110202000	3,125.00
08/23	08/18/2023	57948	9080	Kemp Stone Co, Inc	110202000	1,197.42
08/23	08/18/2023	57949	158388	LawnStars Landscaping, LLC	110202000	1,890.00
08/23	08/18/2023	57950	158395	Michael Joe Roberts	110202000	355.46
08/23	08/18/2023	57951	10580	Mike Palmer	110202000	1,695.20
08/23	08/18/2023	57952	10810	Municipal Court CLEET Acct	110202000	2,116.10
08/23	08/18/2023	57953	10990	NAFECO	110202000	235.00
08/23	08/18/2023	57954	12275	Ok Uniform Building Code Com	110202000	52.00
08/23	08/18/2023	57955	157851	One Source Water, LLC	110202000	216.70
08/23	08/18/2023	57956	12447	Paceline Cyclery	110202000	3,450.00
08/23	08/18/2023	57957	14360	Sand Tech Screening LLC	110202000	1,502.00
08/23	08/18/2023	57958	16039	T & K Construction	110202000	9,100.00
08/23	08/18/2023	57959	16985	UniFirst Holdings Inc	110202000	93.94
08/23	08/18/2023	57960	158022	VIP Voice Services LLC	110202000	6,241.20
08/23	08/18/2023	57961	17510	Waste Management	110202000	25,946.35
08/23	08/18/2023	57962	18035	Yellow House Machinery	110202000	3,587.00
08/23	08/18/2023	57963	158187	ID Wholesaler	110202000	169.99
08/23	08/24/2023	57976	500	Adrian Farm Supply LLC	110202000	1,057.38
08/23	08/24/2023	57977	158503	Associated Supply Co Inc	110202000	7,933.47
08/23	08/24/2023	57978	3020	Cherokee County Clerk	110202000	36.00
08/23	08/24/2023	57979	3380	Cintas Corp #2	110202000	136.18
08/23	08/24/2023	57980	6080	Fuelman of Oklahoma or	110202000	5,990.92
08/23	08/24/2023	57981	6740	Greg's Port-A-Potties	110202000	75.00
08/23	08/24/2023	57982	158546	Lacie Kelley	110202000	35,000.00
08/23	08/24/2023	57983	157846	Lake Region Electric-Telecom	110202000	137.88
08/23	08/24/2023	57984	9437	Larry's Tires	110202000	25.00
08/23	08/24/2023	57985	158388	LawnStars Landscaping, LLC	110202000	1,565.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/24/2023	57994	11740	Ok Dept of Labor	110202000	225.00
08/23	08/24/2023	57995	11920	Ok Municipal Assurance Group	110202000	114,485.75
08/23	08/24/2023	57996	14030	Robertson Overhead Doors	110202000	2,360.00
08/23	08/24/2023	57997	14230	Sadler Paper Supply	110202000	736.89
08/23	08/24/2023	57998	14305	Saltus Technologies, LLC	110202000	19,654.03
08/23	08/24/2023	57999	158472	Tim M Synar	110202000	2,158.00
08/23	08/24/2023	58000	15920	TPWA Utilities	110202000	34,761.53
08/23	08/24/2023	58001	16985	UniFirst Holdings Inc	110202000	102.74
08/23	08/24/2023	58002	2490	CDL Electric Co., Inc.	110202000	3,006.25
08/23	08/24/2023	58003	6825	GT Distributors - Austin	110202000	1,349.68
08/23	08/24/2023	58004	158370	Oklahoma Precast Products	110202000	26,510.00
08/23	08/24/2023	58005	12390	OTA	110202000	4.80
08/23	08/24/2023	58006	158500	Quintergy, Inc.	110202000	54,100.28
08/23	08/24/2023	58007	158179	THA Hospitality, LLC	110202000	9,966.37
08/23	08/31/2023	58008	158478	CORE Construction Services of Texas, Inc	110202000	299,250.00
08/23	08/31/2023	58009	158489	Freese and Nichols, Inc.	110202000	17,263.84
08/23	08/31/2023	58010	215	A T & T	110202000	124.75
08/23	08/31/2023	58011	157971	AT&T Mobility II LLC (CITY HALL)	110202000	3,299.92
08/23	08/31/2023	58012	3020	Cherokee County Clerk	110202000	120.00
08/23	08/31/2023	58013	6080	Fuelman of Oklahoma or	110202000	5,171.71
08/23	08/31/2023	58014	7640	Hustler Turf Equipment, Inc	110202000	21,998.00
08/23	08/31/2023	58015	9770	Love Bottling Company	110202000	789.60
08/23	08/31/2023	58016	13150	Professional Turf Products	110202000	474.63
08/23	08/31/2023	58017	14230	Sadler Paper Supply	110202000	819.33
08/23	08/31/2023	58018	16985	UniFirst Holdings Inc	110202000	93.94
08/23	08/31/2023	58019	17750	Wight Office Machines	110202000	55.00
08/23	08/31/2023	58020	158277	Your Health, LLC	110202000	500.00
08/23	08/30/2023	999999	1650	BancFirst	110202000	33,024.52
Grand Totals:						2,365,994.44

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-130200	1,080.66	.00	1,080.66
110202000	356.62	2,366,351.06-	2,365,994.44-
110-230300	2,116.10	.00	2,116.10
110-230600	52.00	.00	52.00
110-261000	72.00	.00	72.00
110-51-5350	1,002.92	.00	1,002.92
110-51-5400	6,682.60	.00	6,682.60
110-51-5700	1,502.00	.00	1,502.00
110-51-8100	5,796.66	.00	5,796.66
110-51-6300	1,137.07	.00	1,137.07
110-51-6320	724.02	.00	724.02
110-51-7200	9,651.65	.00	9,651.65
110-51-7203	344.29	.00	344.29
110-51-7250	2,200.00	.00	2,200.00
110-51-7300	5,148.36	.00	5,148.36
110-51-7400	34,414.97	.00	34,414.97
110-51-7500	38,613.00	.00	38,613.00
110-51-9146	204,411.19	.00	204,411.19
110-52-5400	230.00	.00	230.00
110-52-7200	284.95	.00	284.95

GL Account	Debit	Credit	Proof
110-52-7203	1,666.95	.00	1,666.95
110-53-5350	9.76	.00	9.76
110-55-5350	56.42	.00	56.42
110-55-7200	5,323.14	.00	5,323.14
110-57-5350	2,758.94	.00	2,758.94
110-57-6300	1,288.34	200.00-	1,088.34
110-57-6320	51.27	.00	51.27
110-57-6400	837.44	.00	837.44
110-57-7200	2,838.12	.00	2,838.12
110-57-7300	205.87	.00	205.87
110-60-5350	1,332.66	.00	1,332.66
110-60-6320	533.27	.00	533.27
110-60-6400	224.78	.00	224.78
110-61-5350	66,886.60	.00	66,886.60
110-61-5400	1,750.46	.00	1,750.46
110-61-5700	235.00	.00	235.00
110-61-6300	5,917.26	.00	5,917.26
110-61-6320	3,299.92	.00	3,299.92
110-61-6400	2,007.89	.00	2,007.89
110-61-7300	3,348.65	.00	3,348.65
110-62-5400	1,823.96	74.55-	1,749.41
110-62-6210	3,016.50	.00	3,016.50
110-62-6300	5,269.58	.00	5,269.58
110-62-6320	378.13	.00	378.13
110-62-6400	12,752.58	.00	12,752.58
110-62-6500	1,349.68	.00	1,349.68
110-62-7300	3,754.47	.00	3,754.47
110-62-7400	211.00	.00	211.00
110-66-5350	22,739.14	.00	22,739.14
110-66-5400	3.00	.00	3.00
110-66-6300	11,022.88	.00	11,022.88
110-66-6320	97.77	.00	97.77
110-66-6400	10,153.40	.00	10,153.40
110-66-6410	647.25	.00	647.25
110-66-7300	2,130.30	.00	2,130.30
110-68-6300	407.68	.00	407.68
110-68-7300	1,856.72	.00	1,856.72
110-68-7400	1,319.49	.00	1,319.49
110-70-5350	1,553.80	.00	1,553.80
110-70-5700	213.75	.00	213.75
110-70-6100	3,456.35	.00	3,456.35
110-70-6300	1,221.19	.00	1,221.19
110-70-6320	51.27	.00	51.27
110-70-6400	325.76	.00	325.76
110-70-7300	694.99	.00	694.99
110-71-5350	7,459.20	.00	7,459.20
110-71-5700	242.78	.00	242.78
110-71-6200	8,663.58	.00	8,663.58
110-71-6300	5,618.94	82.07-	5,536.87
110-71-6320	284.44	.00	284.44
110-71-6400	4,036.74	.00	4,036.74
110-71-6410	3,893.15	.00	3,893.15
110-71-7200	10,625.40	.00	10,625.40
110-71-7300	23,302.78	.00	23,302.78
110-72-5350	81.74	.00	81.74
110-72-6310	740.48	.00	740.48
110-72-6320	102.81	.00	102.81

GL Account	Debit	Credit	Proof
110-72-6400	48.69	.00	48.69
110-72-7300	687.68	.00	687.68
110-73-5350	2,353.66	.00	2,353.66
110-73-5400	100.00	.00	100.00
110-73-6300	585.90	.00	585.90
110-73-6320	205.62	.00	205.62
110-73-6400	816.07	.00	816.07
110-73-7250	45.00	.00	45.00
110-73-8000	70.00	.00	70.00
111-50-6208	3,125.00	.00	3,125.00
111-50-6209	1,197.42	.00	1,197.42
111-50-6210	9,202.92	.00	9,202.92
111-50-6260	14,100.00	.00	14,100.00
112-50-9000	9,966.37	.00	9,966.37
115-56-5350	26,335.14	.00	26,335.14
115-65-5400	411.10	.00	411.10
115-65-5700	1,021.63	.00	1,021.63
115-65-6300	17,066.13	.00	17,066.13
115-65-6320	127.91	.00	127.91
115-65-6400	17,129.43	.00	17,129.43
115-65-7300	2,613.68	.00	2,613.68
115-65-7400	74,743.21	.00	74,743.21
115-65-7500	5,497.50	.00	5,497.50
116-50-5350	469.48	.00	469.48
116-50-5400	632.23	.00	632.23
116-50-6300	31,402.39	.00	31,402.39
116-50-6320	60.26	.00	60.26
116-50-6400	250.25	.00	250.25
116-50-7200	17,263.84	.00	17,263.84
117-64-5350	456.86	.00	456.86
117-64-6300	353.35	.00	353.35
117-64-6320	51.27	.00	51.27
117-64-6520	26,172.70	.00	26,172.70
117-64-7200	660.00	.00	660.00
117-64-7300	741.45	.00	741.45
117-64-7400	300.00	.00	300.00
210-50-8305	2,623.18	.00	2,623.18
210-50-8309	29,695.11	.00	29,695.11
210-50-8343	4,299.60	.00	4,299.60
210-50-8503	21,998.00	.00	21,998.00
221-50-7110	306,616.79	.00	306,616.79
223-50-7100	2,655.84	.00	2,655.84
223-50-7104	566,675.00	.00	566,675.00
223-50-7107	133,774.25	.00	133,774.25
223-50-7110	8,200.00	.00	8,200.00
223-50-7124	35,000.00	.00	35,000.00
223-50-7125	162,411.10	.00	162,411.10
347-56-5350	7,254.18	.00	7,254.18
416-50-1500	187.90	.00	187.90
422-50-6000	54,100.28	.00	54,100.28
425-50-1003	6,444.00	.00	6,444.00
425-50-3001	3,450.00	.00	3,450.00
429-50-1000	183,861.83	.00	183,861.83
431-50-1000	3,300.00	.00	3,300.00
Grand Totals:	2,366,707.68	2,366,707.68-	.00



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



ACCOUNT NUMBER 4715 1103 0418 6724
STATEMENT DATE 08-25-2023
AMOUNT DUE \$33,024.52
NEW BALANCE \$33,024.52
PAYMENT DUE ON RECEIPT

000176531 02 SP 106481822953668 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 003302452 003302452

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	\$20,574.15	\$33,299.07	\$0.00	\$0.00	\$0.00	\$274.55	\$20,574.15	\$33,024.52

CORPORATE ACCOUNT ACTIVITY				
CITY OF TAHLEQUAH 4715-1103-0418-6724		TOTAL CORPORATE ACTIVITY \$20,574.15CR		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-14	08-11	74715113226000000000018	PAYMENT - THANK YOU 00000 C	20,574.15 PY

NEW ACTIVITY				
DANA LEE 4715-1103-0421-6604	CREDITS \$0.00	PURCHASES \$527.23	CASH ADV \$0.00	TOTAL ACTIVITY \$527.23
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-29	24692163210102736728659	AMZN MKTP US*T60JH7WS1 AMZN.COM/BILL WA	77.23
08-02	08-01	24492153213719753018092	EB 2023 OFMA ANNUAL C 801-413-7200 CA	450.00

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER 4715-1103-0418-6724		ACCOUNT SUMMARY	
	STATEMENT DATE 08/25/23		PREVIOUS BALANCE 20,574.15	
			PURCHASES & OTHER CHARGES 33,299.07	
			CASH ADVANCES .00	
SEND BILLING INQUIRIES TO: CORPORATE PAYMENT SYSTEMS P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 33,024.52		CASH ADVANCE FEES .00	
			LATE PAYMENT CHARGES .00	
			CREDITS 274.55	
			PAYMENTS 20,574.15	
			ACCOUNT BALANCE 33,024.52	



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

MARK WHITTMORE 4715-1155-4094-1287	CREDITS \$0.00	PURCHASES \$545.98	CASH ADV \$0.00	TOTAL ACTIVITY \$545.98
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-22	08-21	24000973233297401997514	THE UPS STORE 7116 918-8030815 OK	11.98
08-24	08-23	24270743235900016600013	OSMAN EQUIPMENT LLC 918-4589167 OK	534.00

TIFFANY D SIEN 4715-1155-5358-6631	CREDITS \$0.00	PURCHASES \$3,230.74	CASH ADV \$0.00	TOTAL ACTIVITY \$3,230.74
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-28	24445003210400219385312	WM SUPERCENTER #10 TAHLEQUAH OK	212.06
07-31	07-29	24692163210103243392997	AMZN MKTP US*TH3G86OL1 AMZN.COM/BILL WA	89.94
08-04	08-03	24445003216400203663959	WM SUPERCENTER #10 TAHLEQUAH OK	75.36
08-07	08-04	24445003216300647480871	FSP*HEARTH AND POOL TAHLEQUAH OK	407.00
08-10	08-09	24055223221083720667113	WITTEK GOLF 847-943-2399 IL	616.47
08-11	08-10	24445003222300607579599	FSP*HEARTH AND POOL TAHLEQUAH OK	505.00
08-14	08-11	24445003224400214226762	WM SUPERCENTER #10 TAHLEQUAH OK	87.92
08-16	08-15	24801973227400151000492	TAHLEQUAH LUMBER TAHLEQUAH OK	176.03
08-21	08-18	24445003230300650821484	FSP*HEARTH AND POOL TAHLEQUAH OK	842.40
08-24	08-23	24445003236400188898386	WM SUPERCENTER #10 TAHLEQUAH OK	218.56

ROCKIE S NEUGIN 4715-1156-0559-2785	CREDITS \$0.00	PURCHASES \$416.68	CASH ADV \$0.00	TOTAL ACTIVITY \$416.68
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-28	24137463210501124440347	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	32.99
07-31	07-28	24733093210091495000139	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	17.48
08-03	08-02	24137463214300789644319	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	16.49
08-04	08-02	24137463215100480268676	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	62.50
08-08	08-07	24137463219300737905007	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	24.97
08-16	08-15	24000973227267502235047	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	262.25

JUSTIN HACKWORTH 4715-1156-7928-8443	CREDITS \$0.00	PURCHASES \$25.32	CASH ADV \$0.00	TOTAL ACTIVITY \$25.32
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-18	08-17	24000973229277604409851	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	25.32

JOHN N KING 4715-1156-8129-5659	CREDITS \$74.55	PURCHASES \$632.90	CASH ADV \$0.00	TOTAL ACTIVITY \$558.35
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Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-28	74228993209018012848121	HILTON GARDEN INN NORMAN NORMAN OK 5659 ARRIVAL: 00-00-00	74.55 CR
07-31	07-29	24228993211018013179345	HILTON GARDEN INN NORMAN 405-579-0100 OK 343931 ARRIVAL: 07-23-23	445.00
08-25	08-23	24793383236002732669760	GREYHOUND LOS ANGELES CA	187.90

ERIC LAMONS 4715-1157-3760-8723	CREDITS \$0.00	PURCHASES \$2,176.99	CASH ADV \$0.00	TOTAL ACTIVITY \$2,176.99
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-02	07-31	24034543213000064222211	CHRISS QUICK LUBE LLC TAHLEQUAH OK	61.17
08-04	08-03	24493983216206042100010	UE-TULSA-RETAIL TULSA OK	868.12
08-07	08-04	24801623218030056481166	SECURITY ALARMS CO INC 918-683-5600 OK	150.00
08-14	08-11	24941663223838000010018	DAVIS OIL CO., INC. TAHLEQUAH OK	1,097.70

AARON D GARRETT 4715-1157-8573-1047	CREDITS \$0.00	PURCHASES \$1,462.95	CASH ADV \$0.00	TOTAL ACTIVITY \$1,462.95
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-28	24431053210838001935656	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	6.49
08-21	08-18	24943003231796854673611	HOLIDAY INN KANSAS CITY 8164927565 MO 0023648164927565 ARRIVAL: 08-16-23	471.90
08-21	08-18	24943003231796862022702	HOLIDAY INN KANSAS CITY 8164927565 MO 0024118164927565 ARRIVAL: 08-16-23	432.66
08-21	08-18	24943003231796862049937	HOLIDAY INN KANSAS CITY 8164927565 MO 0024128164927565 ARRIVAL: 08-16-23	551.90

RICHARD S COFFRON 4715-1158-2220-5658	CREDITS \$0.00	PURCHASES \$56.17	CASH ADV \$0.00	TOTAL ACTIVITY \$56.17
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-02	07-31	24034543213000063473864	CHRISS QUICK LUBE LLC TAHLEQUAH OK	56.17

BRIAN F SPEAKE 4715-1158-7238-3991	CREDITS \$0.00	PURCHASES \$650.76	CASH ADV \$0.00	TOTAL ACTIVITY \$650.76
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24421143212900011200031	SAND TECH SCREENING LLC TAHLEQUAH OK	31.12
08-07	08-04	24692163216108223674185	LOWES #01818* TAHLEQUAH OK	176.68
08-07	08-04	24692163216108223674193	LOWES #01818* TAHLEQUAH OK	399.00
08-16	08-15	24692163227107140286948	LOWES #01818* TAHLEQUAH OK	43.96



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

WALTER S YOUNG
4715-1160-9641-0701

CREDITS \$0.00 PURCHASES \$4,389.09 CASH ADV \$0.00 TOTAL ACTIVITY \$4,389.09

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-26	24692163207100812084281	LOWES #01818* TAHLEQUAH OK	6.98
08-02	08-01	24055233213206000000023	JE SYSTEMS INC 479-783-2756 OK	435.00
08-02	08-01	24455013213141000025880	WAL-MART #0010 TAHLEQUAH OK	43.80
08-03	08-02	24416063214900013800072	H & H AUTO TAHLEQUAH OK	7.80
08-03	08-02	24416063214900013800080	H & H AUTO TAHLEQUAH OK	41.60
08-04	08-03	24416063215900013900038	H & H AUTO TAHLEQUAH OK	126.87
08-04	08-03	24431053216838002061662	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	168.15
08-07	08-04	24416063216900014000050	H & H AUTO TAHLEQUAH OK	64.99
08-10	08-09	24497783221900017460408	ICS JAIL SUPPLIES 800-5245425 TX	478.80
08-11	08-10	24692163222103176042623	LOWES #01818* TAHLEQUAH OK	24.66
08-14	08-10	24121573223310598568925	AXON 800-9782737 AZ	495.00
08-14	08-11	24431053224838002521590	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	4.48
08-16	08-15	24326883228042000018199	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	6.64
08-16	08-15	24416063227900014700029	H & H AUTO TAHLEQUAH OK	7.80
08-16	08-15	24416063227900014700037	H & H AUTO TAHLEQUAH OK	154.95
08-16	08-15	24431053228938001423889	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	239.98
08-17	08-16	244160632289380014800018	H & H AUTO TAHLEQUAH OK	83.45
08-18	08-17	24497783229900018060860	ICS JAIL SUPPLIES 800-5245425 TX	684.20
08-23	08-22	24416063234900014600048	AMERICAN LOCK SHOP TAHLEQUAH OK	31.20
08-23	08-22	24416063234900015200020	H & H AUTO TAHLEQUAH OK	44.20
08-24	08-23	24431053236838001702247	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	148.22
08-25	08-24	24137463236300778731386	SOUTHERN TIRE MART #349 601-424-3200 AR	1,090.32

RICK DYE
4715-1161-2601-8581

CREDITS \$0.00 PURCHASES \$1,301.58 CASH ADV \$0.00 TOTAL ACTIVITY \$1,301.58

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-03	08-01	24034543214000183614719	CHRISS QUICK LUBE LLC TAHLEQUAH OK	65.67
08-07	08-04	24733093217091499000500	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	1,235.91

WHITNEY G SHAW
4715-1162-1397-0587

CREDITS \$0.00 PURCHASES \$912.83 CASH ADV \$0.00 TOTAL ACTIVITY \$912.83

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-27	24421143208900011100021	SAND TECH SCREENING LLC TAHLEQUAH OK	22.83
08-16	08-15	24744003227900015470852	TAHLEQUAH DAILY PRESS 918-4568833 OK	660.00
08-17	08-16	24801973229690410261749	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	230.00

CASEY D BAKER
4715-1162-9983-1943

CREDITS \$0.00 PURCHASES \$279.04 CASH ADV \$0.00 TOTAL ACTIVITY \$279.04

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-28	24692163209102007422704	APPLE.COM/BILL 866-712-7753 CA	9.99
08-04	08-03	24445003216000889705957	WALGREENS #10785 TAHLEQUAH OK	3.49
08-09	08-08	24055223220207509600067	X-PRESS EQUIPMENT RENTAL 918-458-0733 OK	212.52



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-15	08-14	24915073226200573300071	THE LAWN MOWER SHOP TAHLEQUAH OK	53.04

VICKY E GREEN 4715-1163-1706-6613	CREDITS \$0.00	PURCHASES \$207.21	CASH ADV \$0.00	TOTAL ACTIVITY \$207.21
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-14	08-11	24445003224000937782982	COVETRUS NORTH AMERICA 614-761-9095 OH	77.22
08-25	08-24	24692163236104357178875	AMZN MKTP US*TQAM7RDO AMZN.COM/BILL WA	129.99

KAREN D MURPHY 4715-1163-4948-7464	CREDITS \$0.00	PURCHASES \$2,277.39	CASH ADV \$0.00	TOTAL ACTIVITY \$2,277.39
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-24	24137463206200217221435	HOBBY-LOBBY #0006 MUSKOGEE OK	151.96
07-26	07-25	24455013206141000026432	WAL-MART #0010 TAHLEQUAH OK	4.97
08-14	08-11	24801973224690976279478	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	920.00
08-16	08-14	24801973227690011368010	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	230.00
08-18	08-17	24801973230690422381367	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	190.00
08-21	08-18	24801973231690445951104	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	460.00
08-23	08-22	24801973235690501109387	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	280.00
08-25	08-24	24421143236900012800021	SAND TECH SCREENING LLC TAHLEQUAH OK	40.46

MARK MANSHIP 4715-1163-5728-3912	CREDITS \$0.00	PURCHASES \$1,349.09	CASH ADV \$0.00	TOTAL ACTIVITY \$1,349.09
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24137463206300774564886	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	12.99
07-27	07-26	24000973207166004315253	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	48.16
07-27	07-26	24421143207900018000027	NORTHEASTERN GLASS TAHLEQUAH OK	51.36
07-28	07-27	24137463208300784546988	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	5.99
07-28	07-27	24692163208101620678115	LOWES #01818* TAHLEQUAH OK	15.48
08-03	08-02	24000973214202002644393	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	28.00
08-03	08-02	24416063214900013800049	H & H AUTO TAHLEQUAH OK	332.27
08-03	08-02	24692163214106522249636	LOWES #01818* TAHLEQUAH OK	13.48
08-09	08-08	24000973220233002229184	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	70.50
08-09	08-08	24000973220233002300597	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	117.87
08-10	08-09	24000973221237302657274	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	93.90
08-10	08-09	24137463221300775572442	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	17.97
08-10	08-09	24137463221300775572517	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	42.99
08-15	08-14	24137463227001383760171	AUTOZONE #0550 TAHLEQUAH OK	159.99
08-15	08-14	24137463227001383760254	TRACTOR SUPPLY #1173 TAHLEQUAH OK	103.35
08-16	08-15	24000973227267502235005	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	20.11
08-21	08-18	24000973230283103415867	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	25.12
08-21	08-18	24416063230900014400047	AMERICAN LOCK SHOP TAHLEQUAH OK	179.90
08-23	08-22	24000973234302503907541	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	9.66



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

KENNETH D BARNES
4715-1163-8064-3983

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$777.58	\$0.00	\$777.58

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-26	24431053208838003028207	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	517.08
08-01	07-30	24755423212152129128389	MEDLINE INDUSTRIES, LP 800-6335463 IL	130.63
08-15	08-13	24733093226091497001038	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	129.87

RANDY POWELL
4715-1164-0059-2061

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$471.71	\$0.00	\$471.71

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-04	08-03	24692163215107404802376	AMZN MKTP US*TH5FC62Z1 AMZN.COM/BILL WA	123.80
08-10	08-09	24011343221000049641719	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	142.68
08-14	08-11	24692163223103878723263	AMZN MKTP US*TA1918WE1 AMZN.COM/BILL WA	80.12
08-14	08-11	24692163223103889172856	AMZN MKTP US*TA9C25WZ1 AMZN.COM/BILL WA	74.62
08-15	08-14	24692163226106289209662	AMZN MKTP US*TO5TF4EJ1 AMZN.COM/BILL WA	50.48

ELLIOT REIF
4715-1164-1503-5700

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$2,458.46	\$0.00	\$2,458.46

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-26	24744003207900013759656	TAHLEQUAH DAILY PRESS 918-4568833 OK	119.92
07-31	07-30	24692163211103869474524	AMZN MKTP US*TH6607A30 AMZN.COM/BILL WA	60.79
08-01	08-01	24430993213069195633890	PITNEY BOWES PI 844-256-8444 CT	182.58
08-01	07-31	2445501321212141000026483	WAL-MART #0010 TAHLEQUAH OK	259.90
08-01	07-31	24692163212104936176588	ASSN *ORDER 888-777-7077 NC	549.00
08-01	07-31	24755423213122136426141	OKLAHOMA SOCIETY OF CPAS 800-5228261 OK	340.00
08-07	08-04	24431063217200516300011	STATE AUDITOR & INSPECTR OKLAHOMA CITY OK	130.00
08-07	08-06	24431063218083322648875	AMAZON.COM*TA1U32XF2 AMZN AMZN.COM/BILL WA	80.37
08-07	08-06	24692163216108379008071	AMZN MKTP US*TA9N73TX2 AMZN.COM/BILL WA	23.87
08-07	08-06	24692163218109782514356	AMZN MKTP US*TA0185VT2 AMZN.COM/BILL WA	30.72
08-09	08-08	24492153221852350910047	PAYPAL *OKLAHOMAMUN 402-935-7733 OK	300.00
08-09	08-08	24744003220900014763692	TAHLEQUAH DAILY PRESS 918-4568833 OK	109.00
08-16	08-15	24744003227900015266110	TAHLEQUAH DAILY PRESS 918-4568833 OK	115.37
08-21	08-18	24207853231161801671789	APT US&C 989-8205205 MI	69.00
08-21	08-18	24692163230109542770656	AMZN MKTP US*TO91K5IK1 AMZN.COM/BILL WA	87.94

LARRY P BLACKMAN
4715-1165-5250-7990

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$200.00	\$1,213.34	\$0.00	\$1,013.34

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-28	07-26	24137463208500824080761	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	74.97
08-04	08-03	24707803215027018864001	FAMERS CO-OP TAHLEQUAH OK	200.00 CR
08-04	08-03	24707803215027018864063	FAMERS CO-OP TAHLEQUAH OK	735.00
08-07	08-03	24733093216091497000198	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	22.47
08-07	08-03	24733093216091497000222	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	59.98
08-09	08-08	24055223220207509600018	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	233.85
08-09	08-08	24801973220206300100019	ADRIAN FARM SUPPLY TAHLEQUAH OK	10.15



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-11	08-09	24137463222500856645509	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	49.99
08-25	08-23	24733093236091497000277	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	26.93

JOHN W SUTTON 4715-1166-7595-8138	CREDITS \$0.00	PURCHASES \$930.98	CASH ADV \$0.00	TOTAL ACTIVITY \$930.98
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-28	24733093210091495000071	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	49.99
08-02	07-31	24137463214001535322214	TRACTOR SUPPLY #1173 TAHLEQUAH OK	169.97
08-04	08-03	24055223215207509300046	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	149.71
08-08	08-07	24431053220638001664593	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	41.37
08-10	08-08	24034543221000971366085	CHRISS QUICK LUBE LLC TAHLEQUAH OK	214.89
08-10	08-08	24034543221000971366093	CHRISS QUICK LUBE LLC TAHLEQUAH OK	108.89
08-11	08-09	24034543222001082698217	CHRISS QUICK LUBE LLC TAHLEQUAH OK	153.66
08-11	08-10	24690513223207130400012	ADRIAN FARM SUPPLY TAHLEQUAH OK	42.50

WILLIAM HARRIS 4715-1167-3431-2855	CREDITS \$0.00	PURCHASES \$912.35	CASH ADV \$0.00	TOTAL ACTIVITY \$912.35
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-10	08-09	24193043222000011333555	WELDON PARTS MUSKOGEE MUSKOGEE OK	28.26
08-10	08-09	24412953221006000008427	TRUCK 1104 BATTERY 800-828-1629 MO	142.04
08-25	08-24	24801973236400159000311	TAHLEQUAH LUMBER TAHLEQUAH OK	138.05
08-25	08-24	24801973236612216773165	HESSSELBEIN TIRE OF OKLAH 662-563-7601 OK	604.00

CHRIS L ARMSTRONG 4715-1168-8652-1477	CREDITS \$0.00	PURCHASES \$3,705.58	CASH ADV \$0.00	TOTAL ACTIVITY \$3,705.58
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-26	24692163207100868614841	NOR* NORTHERN TOOL 800-222-5381 MN	933.91
07-31	07-28	24270743209900014385288	ADAMS HEAT AIR LLC TAHLEQUAH OK	108.15
08-02	07-31	24034543213000064222260	CHRISS QUICK LUBE LLC TAHLEQUAH OK	65.67
08-08	08-07	24801973220690905853397	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	410.00
08-10	08-08	24733093221091497000068	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	159.99
08-16	08-15	24421143227900012100019	SAND TECH SCREENING LLC TAHLEQUAH OK	1,021.63
08-18	08-17	24431063220636000045757	PTG OF TULSA TULSA OK	1,006.23

VICKI JOHNSON 4715-1169-4086-0689	CREDITS \$0.00	PURCHASES \$2,219.12	CASH ADV \$0.00	TOTAL ACTIVITY \$2,219.12
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24915073206200573600029	THE LAWN MOWER SHOP 918-456-9229 OK	53.51
07-26	07-25	24915073206200573600060	THE LAWN MOWER SHOP 918-456-9229 OK	165.27
07-26	07-25	24915073206200573600078	THE LAWN MOWER SHOP 918-456-9229 OK	35.00



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715 1103 0418 6724
Statement Date: 08-25-2023

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-27	07-26	24137463207300770417856	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	25.95
07-28	07-27	24431053209838002773570	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	134.03
07-31	07-28	24431053210838003564306	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	17.29
07-31	07-28	24785013209872070424287	PRYOR KUBOTA PRYOR OK	231.84
08-01	07-31	24801973212206300400021	ADRIAN FARM SUPPLY 918-456-8772 OK	79.36
08-01	07-31	24801973212206300400120	ADRIAN FARM SUPPLY 918-456-8772 OK	79.36
08-07	08-04	24431053217838004977393	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	16.99
08-07	08-04	24915073216200573500037	THE LAWN MOWER SHOP 918-456-9229 OK	67.99
08-08	08-07	24801973219872152342679	CHUPP IMPLEMENT COMPANY 918-825-2044 OK	258.68
08-09	08-08	24801973220612191052278	HESELBEIN TIRE OF OKLAH 662-563-7601 OK	39.00
08-10	08-09	24231683222400010559682	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	59.99
08-10	08-09	24431053222838004829167	O'REILLY AUTO PARTS 187 TAHLEQUAH OK	17.19
08-10	08-10	24801973222091506000041	MORGAN TOWING & RECOVERY 918-990-2822 OK	213.84
08-11	08-10	248019732222612195171387	HESELBEIN TIRE OF OKLAH 662-563-7601 OK	39.00
08-11	08-10	24915073222200573000030	THE LAWN MOWER SHOP 918-456-9229 OK	5.00
08-14	08-11	24137463224100532678939	TAHLEQUAH LUMBER CO 1869 TAHLEQUAH OK	54.99
08-14	08-11	24275393223900018779701	HOLT TRUCK TULSA 210-3048623 OK	237.61
08-21	08-18	24801973230400154000189	TAHLEQUAH LUMBER TAHLEQUAH OK	52.00
08-22	08-21	24193043234000012234972	WELDON PARTS MUSKOGEE MUSKOGEE OK	14.27
08-22	08-21	24801973233872390409597	CHUPP IMPLEMENT COMPANY 918-825-2044 OK	113.74
08-24	08-23	24412953235006000008611	TRUCK 1104 BATTERY 800-828-1629 MO	207.22
JOE ENLOW JR				
4715-1169-6325-3788		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$168.00	\$0.00
				TOTAL ACTIVITY
				\$168.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24692163212104909786322	LOWES #01818* TAHLEQUAH OK	7.28
08-02	07-31	24692163213105252835490	LOWES #01818* TAHLEQUAH OK	9.78
08-14	08-12	24492153224852511622165	PAYPAL *TURBODOGENT 402-935-7733 CA	89.98
08-14	08-12	24692163224104850898148	LOWES #01818* TAHLEQUAH OK	60.96

City of Tahlequah Working Fund Investments As of August 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
Discover Bk Greenwood Del	\$244,000.00	4.80%	8/24/2026
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	\$ 5,000.00		
TOTAL	\$3,861,000.00		

**DUE TO SIZE, THIS
DOCUMENT IS AVAILABLE
IN DIGITAL FORMAT ON
THE CITY WEBSITE UNDER
“Monthly Financial Statement”
in “Finance” within the
“Departments” tab under the
“Government” heading.**

MEMORANDUM

DATE: SEPTEMBER 12, 2023

TO: MAYOR AND COUNCILORS OF THE CITY OF TAHLEQUAH

FROM: NORTHEASTERN HEALTH SYSTEM ADMINISTRATION

RE: MONTHLY REPORT – SEPTEMBER 2023

I. HOSPITAL MARGINS DIP AFTER THIRD-QUARTER FISCAL YEAR RUN

Nationwide hospital finances hit a rough patch in July as inpatient and outpatient volumes dip substantially. Although, hospitals and health systems reported across-the-board volume gains from April to June.

2023 Patient volumes saw the largest month of decline in July, while Medicaid redetermination appears to have sparked a bump in bad debt and charity care. Kaughman Hall's latest report indicates a nearly 2% single month decline in operating margins with a year-to-date margin index at a modest 1.3%.

It appears that the challenging financial environment in healthcare is here to stay. Although, this month was tough, it's an improvement over the operating margins of 2022.

II. RURAL HEALTH NETWORK DEVELOPMENT PROJECT

Northeastern Health System is performing an assessment of the eastern Oklahoma rural healthcare market. Upon completion, NHS may develop an implementation plan to capitalize on opportunities of an eastern Oklahoma association or network of rural providers.

NHS will work with the administration and board of approximately nine rural hospitals to consider establishing systems, expertise and infrastructure through collaboration of a network. The network will include consulting, strategy, manage care, risk management, business development, shared services, group purchasing, and accountable care organization services. The ultimate goal is an integrated rural health network organization made of and funded by eastern Oklahoma independent community hospitals.

III. INPATIENT DIALYSIS

Northeastern Health System is considering a new technology for dialysis patients called Tablo. It presents to be a simple, versatile approach to reducing cost and complexity of dialysis treatment. Tablo is an "all-in-one" technology solution from hospital to home. Tablo conveniently requires only an electric outlet and tap water to operate.

A National Institute of Health published study from January 2019 demonstrated the safety and efficacy of Tablo Hemodialysis System. Additionally, in April of 2020, the FDA went on to approve the Tablo technology for dialysis in the home setting. In a study performed by the American Society of Nephrology, the Tablo system was found to be a viable alternative to CRRT. The nursing staff were easily trained and found the system straightforward to operate. Additionally, because of its compact size, it takes less space which was advantageous to the limited critical care environments.

Conventional wisdom would argue that those initiated on dialysis as an Inpatient would have worse outcomes than those who started as outpatient because of poor access to care, worse health status at baseline, or lower socioeconomic status. However, a study by the National Institute of Health found that Inpatient hemodialysis initiation has a protective association with hospitalization among those patients referred with multiple comorbidities and or little social support.

IV. STRATEGIC PLANNING AND BOARD ENGAGEMENT PROJECT

Northeastern Health System is considering strategic planning assistance from Dr. Ann Paul, Principal of Solaris Management and former Chief Strategy Officer for Ascension St. John's. NHS desires to engage in the planning process from mid-October through the end of 2023 following its annual governance education. The project objectives include but are not limited to the following: rapid introduction of board members to health delivery systems and governance roles and responsibilities, development of key public metric dashboards with plans for improvement, and ultimately update the NHS Strategic Plan.

V. RECRUITMENT

Bruce Watrous, M.D., Interventional Cardiology – Northeast Oklahoma Heart Center
Lior Shamai, D.O., Interventional Cardiology – Northeast Oklahoma Heart Center
Hilton McDonald, D.O. – Otolaryngology – Cherokee Health Partners
Addison Roberts, D.O., General Surgery – Surgical Associates
Kevin Fisher, D.O., General Surgery – Surgical Associates
Christopher Sutterfield, M.D., General Surgery – Surgical Associates

VI. REPRESENTATIVE SNEED LEGISLATIVE VISIT

NHS leadership met with Representative Christopher Sneed on August 23, 2023. We discussed the merits of several bills he sponsored that become effective November 1, 2023.

Senate Bill 442 - requires health benefit plans to publish provider directories electronically and update every 60 days to provide a directory for each network plan with routine accuracy audits.

Senate Bill 557 - requires commercial insurance when denying a claim for mental health and substance abuse treatments based on medical necessity, claims must be reviewed by a provider with specialized credentials for treatments of such services.

House Bill - 1504 directs commercial insurance to directly compensate providers, including hospitals. Commonly known as "assignment of benefits", it is now allowable with all commercial insurances in Oklahoma, if the assignment is in writing from the patient to the provider, and the claim has been submitted to a payor and a copy to the insured.

VII. LEGISLATIVE UPDATES

Oklahoma

Oklahomans should now see the effects of House Bill 2323 by Frix and Pemberton. A prohibition on "Delisting". This legislation prohibits the practice of insurance threatening to or terminating the contract of a preferred provider who recommends or makes a referral to a healthcare provider that is not in the insurance network. This legislation ensures the integrity of the PPO policy by prohibiting insurance from undermining patient choice and providing recommendations.

Washington

The Centers for Medicare and Medicaid Services (CMS) is continuing to advance the interoperability goals and tackle process challenges related to pre-authorization to increase efficiencies in healthcare. The proposal would place new requirements on Medicare Advantage organizations, State Medicaid, Medicaid Managed Care plans, and Qualified Health Plan issuers to improve the electronic exchange of healthcare data and streamline the processes.

The CMS proposed requirement directs payers to approve urgent prior authorizations within 72 hours and within seven days for standard request. Also, under the rule, peers would publicly report prior authorization, denial rates and specific reasoning for denial request.

CIGNA, United Healthcare, and Aetna have preemptively removed many barriers for medical procedures prior authorization.

VIII. EDUCATIONAL OFFERINGS

A five year grant was awarded by HRSA to fund a pediatric mental health care access program with OSUCHS. The program supports Primary Care and Emergency Department providers' provision of pediatric mental health care with child and adolescent psychiatry, mental health consultation, advanced behavioral health, education and training and referral assistance to local instate Mental Health services. In addition to consultations, there are educational opportunities with CME, online learning modules, and lunch and learn case dissections.

IX. PEOPLE

A. MEDICAL STAFF

1. Lea Humphrey, D.O. – Ear, Nose, & Throat – 2 year extension.
2. Surgical Associates – 1 year locums for call coverage.

B. HOSPITAL STAFF

1. Benefit Updates

a. CoreBridge Retirement

1. June 30th Plan Review – As of June 30, 2023, the total value of the NHS Retirement Plan was \$30,971,010 and has 552 active participants. The plan added 62 additional participants in FY 2023.
2. Catch Up Extension – Early this year, TSP Financial informed the Retirement Committee that beginning January 2024 all retirement “Catch-Up” investments would have to be invested in a Roth 457b, due to changes in Federal Law. Currently participants 50 years or older can invest up to \$7,500 annually and the “Catch-Up” investment reduces taxable wages. This change has been delayed until January 2026.

2. Recruitment

a. Agency RN Contracts

2023	January	February	March	April	May	June	July	August
Internal Contracts	24	25	21	11	20	22	15	12
Agency Contracts	36	40	37	29	26	23	17	11

- a. International RN – NHS has interviewed and committed to 9 international RNs. While we have committed to their employment and completed our portion of the necessary paperwork, there is no guarantee that they will successfully complete the immigration process.
- 3. Recognition
 - a. September Employee of the Month – Maribel Vega, PCT, OB
 - b. September Rookie of the Month – Brittany Hooper, Cashier, PFS
 - c. Lacie Newman and Amanda Hickman were recently recognized in the 2023 100 Great Nurses in Oklahoma. The Great 100 Nurses Foundation selects nurses based on their concern for humanity, their contributions to the profession of nursing and their mentoring of others.

X. QUALITY

A. COLLABORATIVES

- 1. NHS is participating in a Vizient Hospital Active Shooter Preparedness collaborative, which will create leading practices and straightforward solutions as well as procedures that address the needs of all people and patients impacted during an active shooter event within a hospital.
- 2. RestorixHealth will begin managing the Wound Care Center on September 25. RestorixHealth delivers advanced wound healing services, education and supplies which improve patient outcomes across the care continuum.

B. SAFETY

- 1. NHS' Property Risk Management group recently performed a site visit. The recommended actions were preventative maintenance in nature and based upon recent group claim experience. While the list of corrections would decrease claims risk for the property group, it would certainly require capital investment on the part of the hospital to meet the recommendations.

C. QUALITY IMPROVEMENT

- 1. NHS participates in Telligen, which is a Hospital Quality Improvement Contractor, and on Aug. 29th, Stacie Larmon, DPh, and Stefanie Stogsdill, DPh, participated in the Antibiotic Stewardship Core elements in Action Series as panelists. They presented NHS' journey toward Antimicrobial Stewardship, which is a CMS requirement starting Jan. 1, 2024.

XI. SERVICE

A. PROJECTS

- 1. Construction & Repair
 - a. Accounting and Health Information Management office area expansion.
 - b. CCU2 patient nutrition station was relocated.
 - c. Replaced the HVAC compressors at the EMS Building, in OB, and in the Cancer Center.

XII. GROWTH

A. MEDIA

- 1. Social Media & Internet Presence
 - a. Facebook – From July 31 to Aug. 28, Ads/Posts reached 24,815 people with 7,635 post engagements.
 - 1. Aimee Garner Daisy Award honoree – 2,730 views; posted Aug. 23th

- b. Web Site Traffic – From July 31 to Aug. 28th, nhs-ok.org site traffic recorded 6,615 sessions with 1,572 direct engagements. Google was the top search engine utilized with 4,192 engagements.
- c. NHS provided bottled water to Greenwood Elementary for their Back to School Bash on Aug. 10th, and provided 500 goodie bags to all Tahlequah Public Schools employees.

COPY

CITY of TAHLEQUAH, OKLAHOMA
EASEMENT RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned CITY OF TAHLEQUAH, OKLAHOMA, a Municipal Corporation organized under and existing by virtue of the laws of the State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever quit claim all its right, title, interest and estate in and to certain easement filed for record in the office of the County Clerk of Cherokee County, Oklahoma on May 9, 1951, and recorded in Book 186 at Page 230 covering the following described real estate in Cherokee County, Oklahoma, to-wit:

The SW4 of SE4 of NW4 and S2 of SW4 of NW4 of Section 34, Township 17
North, Range 22 East, to the City of Tahlequah, Cherokee County, Oklahoma

(See Attached EXHIBIT A - Easement Release Location Diagram)

This Release is given in favor of the present owners of the tracts of real estate above described, their heirs, personal representatives and assigns, and is intended to release the easement covering the real estate described above.

Dated this _____ day of _____, 20____.

CITY OF TAHLEQUAH, OKLAHOMA

By: _____
Taylor Tannehill, Assistant City Administrator

STATE OF OKLAHOMA)
) SS
CHEROKEE COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Taylor Tannehill, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Notary Public

My Commission Expires _____

NOW, on this _____ day of _____, 20____, the City Council of the City of Tahlequah, State of Oklahoma, a Municipal Corporation, acting for and in behalf of said municipal corporation, during _____ session, does hereby approve and accept this delivered Easement Release and directs the Mayor and Clerk of said City of Tahlequah to indicate the same by their signatures and seal of the City of Tahlequah, State of Oklahoma.

ATTEST : _____
CITY CLERK

MAYOR

EXHIBIT A - Easement Release Location Diagram



RELEASE OF EASEMENT DIAGRAM

The SW4 of SE4 of NW4 and S2 of SW4 of NW4 of Section 34, Township 17 North, Range 22 East, to the City of Tahlequah, Cherokee County, Oklahoma



THE CITY OF
TAHLEQUAH
OKLAHOMA

COPY

Monday, October 2nd 2023

Oklahoma Opioid Abatement Board
c/o Office of the Attorney General
ATTN: Thomas Schneider
313 NE 21st St.
Oklahoma City, OK 73105

Dear Members of the Board:

This letter serves as notification that the City of Tahlequah intends to submit an opioid abatement grant award application. The Tahlequah City Council voted on October 2nd, 2023 to authorize the undersigned to submit this letter of intent on its behalf.

In support of its letter of intent, the City of Tahlequah submits the following information:

1. Contact Information for Designated Representative for the City of Tahlequah.

Taylor Tannehill
City Administrator
111 S. Cherokee Avenue
Tahlequah, OK 74464
ttannehill@tahlequah.gov
918-525-4701

2. Contact Information for Chief Financial Officer or equivalent position for the City of Tahlequah

Alan Chapman
Finance Director
111 S. Cherokee Avenue
Tahlequah, OK 74464
achapman@tahlequah.gov
918-525-4705

3. Population or enrollment for the City of Tahlequah

United States Census Bureau (www.census.gov) - As of July 1, 2022 population estimates 16,828

Sincerely,

Suzanne Myers
Mayor of Tahlequah



111 S. Cherokee Ave
Tahlequah, OK. 74464



918.525.4702



www.cityoftahlequah.gov

THE OKLAHOMA PURCHASING SYSTEM

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (also referred to as "Agreement") is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools ("APS") and the member public agencies ("Members") listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act ("PCBA"), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act ("the Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*

MEMBER:

NAME OF AGENCY: _____

BOARD APPROVAL DATE: _____

AGENCY CONTACT: _____

CONTACT TITLE: _____

CONTACT SIGNATURE: _____

APS and Member hereby represent that:

- Both entities are "public agencies," as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA;

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term "public agency" shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries;
2. The term "member" shall mean a public agency which has become a party to this Agreement;
3. The term "group" shall mean The Oklahoma Purchasing System;
4. The term "participating agency" shall mean a member or the group;

5. The term “construction-related materials and services” shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with Mabe Enterprises, Inc. as the buyer’s agent, has established and will administer a cooperative purchasing program for construction-related materials and services. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services at market price, budget control, and to increase construction quality.

IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year.

V. RIGHTS

APS, in cooperation with TOPS and Mabe Enterprises, Inc., is granted the right to issue a cooperative bid/proposal for construction-related materials and services reflective of the needs supplied by the Members initiating their construction bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services for a period of one year in cooperation with TOPS.

VI. DUTIES/RESPONSIBILITIES

APS, as the lead agency is responsible for the following:

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

TOPS, and Mabe Enterprises, Inc., as the buyer’s agent, is responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.

- Provide members with procedures for ordering, delivery, and billing.

Members are responsible for the following:

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to Jay McAdams, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.
- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS's Board of Education, as the lead agency, shall be binding in all respects

as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a 2% commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

IX. ACCEPTANCE

APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services from any or all awarded contracts in which it chooses to actively participate.

Member Contact Information:

Address: _____
City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____

Primary Contact Name: _____
Primary Contact Title: _____
Primary Contact Email: _____
Primary Contact Phone: _____

Approved by APS Board of Education:

Jay McAdams, Director of TOPS

Date

Return the completed and signed Interlocal Agreement to:
info@tops-usa.org and attach as a PDF.

Payment Remittance Advice

9/14/23

From Payer	Petco Love 654 Richland Hills Drive San Antonio TX US 78245	Supplier or Party To Payee	CITY OF TAHLEQUAH CITY OF TAHLEQUAH 111 S CHEROKEE AVE TAHLEQUAH OK US 74464
		Bank Name	
		Bank Number	
		Branch Number	
		Bank BIC Code	
		Bank Account	
		IBAN	

The following payment has been remitted.

Payment Reference Number	38876
Paper Document Number	115225
Payment Date	9/14/23
Payment Currency	USD
Payment Amount	5,250.00

Remittance Detail

Document Reference Number	Document Date	Document Currency	Document Amount	Amount Withheld	Discount Taken	Amount Paid
9832-091223-19	9/12/23	USD	2,250.00	0.00	0.00	2,250.00
9832-091223-20	9/12/23	USD	3,000.00	0.00	0.00	3,000.00
			Total	0.00	0.00	5,250.00



Tahlequah City Council
AGENDA ITEM REPORT

Item No. k

Meeting Date 10-02-23

Initiator Taylor Tannehill/M'lynn Pape

Office/Department: Managerial/Human Resources

Item Title

Consent: To establish a raise for Ray Hammons and Richard Coffron in the amount of \$750 each per month to jointly perform the duties of the Planning & Development Director on an Interim basis effective immediately.

Background

Richard and Ray have shown tremendous support during the City's search for a planning director. The City is still actively recruiting the planning director position, however, in the best interest of the City it is recommended that some of the duties are spread within the code compliance department. Additionally, the individuals are deserving of additional compensation for their increased workload.

Exhibits

N/A

Funding Source

N/A

Request

Approval to provide a raise Ray and Richard for interim duties of the planning & development director.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. I, m, n, o, p

Meeting Date 10/02/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

Consent Agenda:

- To hire Wyatt Hackworth and Tommy Thompson as a Collectors in the Solid Waste Department at \$31,200 annually, effective October 3, 2023.
- To accept the resignation from Arlie Wolf, Driver in the Solid Waste Department, effective September 12, 2023.
- To accept the resignation from Robby Morgan, Collector in the Solid Waste Department, effective September 22, 2023.
- To accept the resignation from Adam Parris, PT Laborer in the Parks and Recreation Department, effective September 12, 2023.
- To accept the resignations from Cole Duvall, Kara Foreman, Destinee Hutson, and Alayna McAlpine, Lifeguards in the Parks and Recreation Department, effective September 13, 2023.

Background

Exhibits

Funding Source

Request



Tahlequah City Council
AGENDA ITEM REPORT

Item No. q

Meeting Date 10-02-23

Initiator Taylor Tannehill/M'lynn Pape

Office/Department: Managerial/Human Resources

Item Title

Consent: To establish a raise for Amanda "Mandy" King in the amount of \$4000 annually, effective immediately, to perform additional duties normally covered by the Deputy Court Clerk.

Background

Mandy has been sharing an assistant with the HR Department, causing additional work that would normally be covered by a full-time assistant (Deputy Court Clerk), to be completed by Mandy. The additional duties are on top of the duties she is already performing as the City Court Clerk and is deserving of a raise for her increased workload.

Exhibits

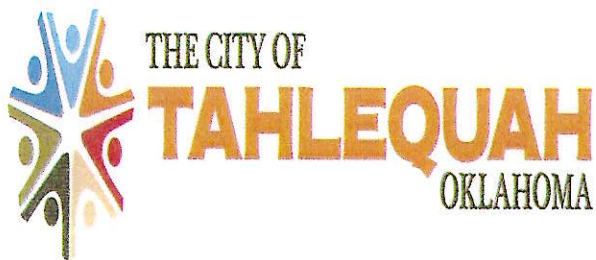
N/A

Funding Source

N/A

Request

Approval to provide a raise for additional duties performed by the City Court Clerk.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. r

Meeting Date 10-02-23

Initiator Mayor Suzanne Myers

Office/Department: Mayor

Item Title

Discussion and possible action to confirm the appointment of Danny Perry to fill the vacant council seat in Ward 1.

Background

N/A

Exhibits

N/A

Founding Source

N/A

Request

Approve the appointment of Danny Perry as Ward 1 Council Member

NOTICE OF PUBLIC HEARING

DATE: October 2, 2023

TIME: 5:30 p.m.

PLACE OF HEARING: Tahlequah City Council Chambers
Tahlequah City Hall
111 South Cherokee
Tahlequah, Oklahoma

Members of the public, elected official, or City employees will be able to attend the meeting in person or remotely by Zoom Videoconference and/or Teleconference. Instructions for remote attendance are provided below.

Join "Zoom" Meeting
Meeting ID: 832 6130 7761
Password: 4560651

PURPOSE OF HEARING: Public Discussion regarding formally closing contract **CDBG-CV1-TAHLEQUAH CI-00024 STRONG GRANT**, this grant funding provided 3 partner agencies within the City the resources to maintain a food pantry and preparation of meals during the pandemic for qualifying citizens.

To be completed by person filing notice:

NAME: Whitney Shaw

TITLE: City Clerk

ADDRESS: Tahlequah City Hall
111 South Cherokee
Tahlequah, OK 74464

PHONE NUMBER: 918-456-0651

Filed in the office of the city clerk at 8:19 pm on September 27, 2023.

Signed Whitney Shaw
City Clerk

rom: Tannehill, Taylor
ent: Wednesday, September 6, 2023 2:10 PM
o: Chapman, Alan
ubject: Fw: To-Do

Can we get the information below?

Taylor Tannehill

ity of Tahlequah
ity Administrator
918) 931-9810
annehill@tahlequah.gov



rom: Susan Niehus <susieniehus@gmail.com>
ent: Wednesday, September 6, 2023 11:16 AM
o: Tannehill, Taylor <tannehill@tahlequah.gov>
ubject: To-Do

ley Taylor,

For Strong Grant Desk Monitoring/Closeout here's what we are needing...

- Inventory of equipment purchased
-
- Proof of insurance for purchased equipment
- Need to have a 2nd public hearing for closeout of the CDBG-CV (Strong Grant)
 - Must be posted at three (3) separate addresses and acknowledged on the notice. In the notice, include the CDBG-CV contract number, a brief description of the project, and a signature from the clerk. A signed copy of the hearing minutes should also be uploaded to OkGrants.
 - After, the public hearing, City must make an **agenda item** with the grant # and acknowledge that all final costs have been paid. (We will need the minutes.)

We still haven't been able to get into OK Grants. The password isn't working. If we can get that resolved asap, we can keep working over the weekend.

We've worked through some checklists, anticipating uploading to OK Grants. Other than that, I don't really have an update for tomorrow's meeting.

want to respect everyone's time. Should we cancel tomorrow's meeting?

Susie

AGENDA
TAHLEQUAH CITY COUNCIL
PUBLIC HEARING
October 2, 2023 – 5:30p.m.
Tahlequah City Hall
111 S. Cherokee, Tahlequah, OK 74464

1. Public Hearing convened.
2. Roll call.
3. **Public Hearing:** Close out of the City of Tahlequah's Contract Number CDBG-CV1-TAHLEQUAH-CI-00024, STRONG GRANT. Project S.T.R.O.N.G. (Standing Together Restoring Our Neighbor with Grace)
4. Public Hearing closed.

From: [Tannehill, Taylor](#)
Sent: Wednesday, September 6, 2023 2:10 PM
To: [Chapman, Alan](#)
Subject: Fw: To-Do

Can we get the information below?

Taylor Tannehill

City of Tahlequah
City Administrator
918) 931-9810
tannehill@tahlequah.gov



From: Susan Niehus <susieniehus@gmail.com>
Sent: Wednesday, September 6, 2023 11:16 AM
To: Tannehill, Taylor <ttannehill@tahlequah.gov>
Subject: To-Do

Hey Taylor,

For Strong Grant Desk Monitoring/Closeout here's what we are needing...

- Inventory of equipment purchased
-
- Proof of insurance for purchased equipment
- Need to have a 2nd public hearing for closeout of the CDBG-CV (Strong Grant)
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I want to respect everyone's time. Should we cancel tomorrow's meeting?

Susie

HUB

City of Tahlequah

November 2023 Employee Benefits Presentation

PRESENTED BY:

Caitlin Hinman, Employee Benefits Consultant
caitlin.hinman@hubinternational.com
405-863-9829

HUB International Contacts

Address

HUB International Mid-America
13100 N. Western Ave. Ste. 115
Oklahoma City, OK 73114

Benefits Consultant

Caitlin Hinman
Phone: 405-863-9829
E-Mail: caitlin.hinman@hubinternational.com

Account Executive

Tara Carmichael
Phone: 405-863-9837
E-Mail: tara.carmichael@hubinternational.com

Account Manager

Kim Johnson
Phone: 405-863-9841
E-Mail: kim.johnson1@hubinternational.com

Plan Analyst

Andrew McClintock
Phone: 405-863-9834
E-Mail: andrew.mcclintock@hubinternational.com

Regional Practice Leader

Tony Ishmael
Phone: 918-491-8532
E-Mail: tony.ishmael@hubinternational.com

Medical PPO	
November 1, 2023	
Network	
Overall Limits	
Deductible - Individual	
Deductible - Family	
Out-of-Pocket Maximum - Individual	
Out-of-Pocket Maximum - Family	
Services	
Physician Office Visit Copay	
Specialist Office Visit Copay	
Preventative Care	
Lab and X-Ray	
Imaging (CT, MRI, PET scans)	
Inpatient Hospitalization	
Outpatient Surgery	
Emergency Room	
Urgent Care	
Durable Medical Equipment	
Prescription Drugs	
Rx Deductible	
Retail - 30/31-day supply	
Preferred Generic	
Non-Preferred Generic	
Preferred Brand	
Non-Preferred Brand	
Mail Order - up to 100-day supply	
Preferred Generic	
Non-Preferred Generic	
Preferred Brand	
Non-Preferred Brand	
Specialty - 30/31-day supply	
Preferred Specialty	
Non-Preferred Specialty	

Blue Cross Blue Shield of OK		Blue Cross Blue Shield of OK	
Current		Renewal	
MOBAP0082		MOBAP0083	
In-Network	Out-of-Network	In-Network	Out-of-Network
Blue Advantage	N/A	Blue Advantage	N/A
\$1,000	\$1,500	\$1,000	\$1,500
\$3,000	\$4,500	\$3,000	\$4,500
\$3,000	\$9,000	\$3,000	\$9,000
\$9,000	\$27,000	\$9,000	\$27,000
\$20	30% after ded	\$20	30% after ded
\$20	30% after ded	\$20	30% after ded
No charge	30% after ded	No charge	30% after ded
No charge	30% after ded	No charge	30% after ded
20% after ded	40% after ded	20% after ded	40% after ded
\$750+20% after ded	\$750+40% after ded	\$750+20% after ded	\$750+40% after ded
20% after ded	40% after ded	20% after ded	40% after ded
\$100+20% after ded		\$100+20% after ded	
\$50	30% after ded	\$50	30% after ded
20% after ded	40% after ded	20% after ded	40% after ded
None	None	None	None
30-day supply	30-day supply	30-day supply	30-day supply
No charge / \$10	\$10+50% additional charge	No charge / \$10	\$10+50% additional charge
\$10 / \$20	\$20+50% additional charge	\$10 / \$20	\$20+50% additional charge
\$35 / \$55	\$55+50% additional charge	\$35 / \$55	\$55+50% additional charge
\$75 / \$95	\$95+50% additional charge	\$75 / \$95	\$95+50% additional charge
90-day supply	N/A	90-day supply	N/A
No charge	Not covered	No charge	Not covered
\$25	Not covered	\$30	Not covered
\$87.50	Not covered	\$105	Not covered
\$187.50	Not covered	\$225	Not covered
30-day supply	30-day supply	30-day supply	30-day supply
\$150	\$150+50% additional charge	\$150	\$150+50% additional charge
\$250	\$250+50% additional charge	\$250	\$250+50% additional charge

Monthly Rates	Lives
Employee Only	108
Employee + Spouse	5
Employee + Child(ren)	4
Employee + Family	4
	121
Monthly Premium	
Annual Premium	
Annual \$ Change	
Annual % Change	

Monthly Rates	Lives
Employee Only	108
Employee + Spouse	5
Employee + Child(ren)	4
Employee + Family	4
	121
Monthly Premium	
Annual Premium	
Annual \$ Change	
Annual % Change	

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Dental PPO	
November 1, 2023	
Network	
Calendar Year Maximum	
Per Member	
Calendar Year Deductible	
Individual	
Family	
Diagnostic and Preventive	
Oral Exam	
Bitewing X-Rays	
Full Mouth X-Rays	
Teeth Cleaning	
Fluoride Treatment	
Sealants	
Basic Services	
Fillings	
Anesthesia	
Periodontics (Gum disease)	
Endodontics (Root Canal)	
Simple & Surgical Extractions	
Major Services	
Inlays, Onlays, Crowns	
Dental Implants	
Prosthodontics (Bridges & Dentures)	
Repair & Maintenance of Bridgework & Dentures	
Orthodontics	
Benefit Percentage	
Lifetime Maximum	
Out-of-Network Reimbursement	
Rate Guaratee	
Monthly Rates	
Employee Only	81
Employee + Spouse	13
Employee + Child(ren)	5
Employee + Family	9
	108
Monthly Premium	
Annual Premium	
Annual \$ Change	
Annual % Change	

Blue Cross Blue Shield of OK	
Current / Renewal	
DONHM14	
In-Network	Out-of-Network
Blue Care	N/A
\$1,500	\$1,000
\$50	\$50
\$150	\$150
No charge	20%
No charge	20%
No charge	20%
No charge	20%
No charge	20%
No charge	20%
20%	40%
20%	40%
20%	40%
20%	40%
20%	40%
50%	60%
Not covered	Not covered
50%	60%
50%	60%
Not covered	Not covered
Not covered	Not covered
MAC	
Until 11/1/2024	
Current	Renewal
\$26.48	\$28.63
\$52.93	\$57.26
\$67.24	\$72.72
\$103.09	\$111.50
\$4,097	\$4,431
\$49,164	\$53,166
\$4,002	8.1%

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

Basic Life and AD&D November 1, 2023		Dearborn Current / Renewal	
Eligibility:		All active full-time employees (30 hours)	
Benefit Amount			
Life Benefits		\$10,000	
AD&D Benefits		\$10,000	
Maximum Benefits		\$10,000	
Guarantee Issue Amount		\$10,000	
Benefit Reduction Schedule			
At Age 65		35%	
At Age 70		50%	
Benefits Highlights			
Accelerated Death Benefit		75% up to \$250,000	
Waiver of Premium		Included	
Conversion		Included	
Seat Belt Provision (AD&D)		Included	
Air Bag Provision (AD&D)		Included	
Repatriation Benefit		Included	
Monthly Rates		Current	Renewal
Rate Guarantee		Until 11/1/2024	
Estimated Volume		\$1,446,500	\$1,446,500
Basic Life Rate per \$1,000		\$0.310	\$0.310
Basic AD&D Rate per \$1,000		\$0.030	\$0.030
Combined Rate		\$0.340	\$0.340
Monthly Premium		\$492	\$492
Annual Premium		\$5,902	\$5,902
Annual \$ Change		\$0	
Annual % Change		0.0%	

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

Voluntary Life		Dearborn	
November 1, 2023		Current / Renewal	
Eligibility		All active full-time employees (30 hours)	
Employee Life Benefit			
Increments of			
Minimum		\$10,000	
Maximum		\$10,000	
Guarantee Issue Amount		\$500,000	
Spouse Life Benefit			
Increments of			
Minimum		\$5,000	
Maximum		\$5,000	
Guarantee Issue Amount		\$150,000, not to exceed 50% of ee's amount	
Dependent Child(ren) Life Benefit			
Increments of			
Minimum		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Maximum		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Guarantee Issue Amount		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Benefit Reduction Schedule			
At Age 65		% of Original Benefits	
At Age 70		N/A	
Benefit Highlights			
Waiver of Premium		Included	
AD&D Benefit		Match Life benefits	
Conversion		Included	
Portability		Included	
Monthly Rates			
Rate Guarantee			
Employee & Spouse Vol. Life Rate			
Under age 20		Current	
Age 20-24		Renewal	
Age 25-29		Until 11/1/2024	
Age 30-34		Monthly Rates per \$1,000	
Age 35-39		\$0.078	
Age 40-44		\$0.078	
Age 45-49		\$0.078	
Age 50-54		\$0.093	
Age 55-59		\$0.124	
Age 60-64		\$0.140	
Age 65-69		\$0.155	
Age 70+		\$0.233	
Dependent Child(ren) Vol. Life Rate		\$0.358	
Employee AD&D Rate		\$0.668	
Spouse AD&D Rate		\$1.026	
Child(ren) AD&D Rate		\$1.974	
		\$3.203	
		\$0.221	
		\$0.035	
		\$0.035	
		\$0.035	

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

Short Term Disability November 1, 2023		Dearborn Current / Renewal	
Eligibility		All Active Full Time Employees	
Elimination Period			
Sickness		14 days	
Accident		14 days	
Benefit Highlights			
Benefit Percentage		60%	
Maximum Weekly Benefit		\$1,000	
Maximum Benefit Duration		24 weeks	
Recurrent Disability		Included	
24-Hour Coverage		No	
Pre-Existing Conditions		None	
Monthly Rates		Current	Renewal
Rate Guarantee		Until 11/1/2024	
Estimated Volume		\$82,423	\$82,423
Rate per \$10		\$0.320	\$0.320
Monthly Premium		\$2,638	\$2,638
Annual Premium		\$31,650	\$31,650
Annual \$ Change		\$0	
Annual % Change		0.0%	

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

Long Term Disability November 1, 2023	
Eligibility:	
Benefit Highlights	
Monthly Benefit Percentage	
Maximum Monthly Benefit	
Elimination Period	
Own Occupation	
Maximum Benefit Duration	
Disability Earnings Test	
Recurrent Disabilities	
Mental Health/Substance Abuse Limitations	
Pre-Existing Condition	
Social Security Integration	
Survivor Benefit	
Monthly Rates	
Rate Guarantee	
Estimated Volume	
Rate per \$100	
Monthly Premium	
Annual Premium	

Dearborn Option 1	
All active full-time employees	
60%	
\$5,000	
180 Days	
24 Months	
SSNRA	
80% / 60%	
Included	
24 Months	
3/12	
Family	
3 Months	
Option 1	
Until 11/1/2025	
\$525,202.46	
\$0.280	
\$1,471	
\$17,647	

This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



Quoted rates are based on information provided to the carrier during the marketing process. Any deviation from this information, including age changes, dependent changes, or medical information, could result in changes to the rates quoted. Final rates will be based on information provided on the master application and employee applications and any final, additional disclosures. This particularly applies to groups with less than 50 lives.

THIS REPORT IS FOR VISUAL AID IN REVIEWING ONLY, NOT FOR COMPARISON OF COVERAGE

CONSULT EACH COMPANY PROPOSAL FOR SPECIFICS

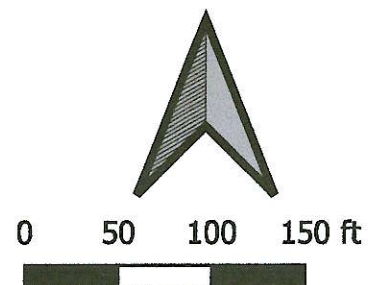
HUB International may have contingent and/or profit-sharing agreements with some of the insurance companies it represents. Compensation to HUB International pursuant to these agreements are Basic upon factors not related to any individual policy or customer, but rather factors such as the overall volume of the agency, growth, and in some cases profitability of the total business

We would be happy to answer any questions concerning compensation payment.



 Proposed Street Closure

Vicinity Map



COPY

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

BID OPENING

Bid #2023-4 Pavilion Fence

Facilitator: Elliot Reif, Purchasing Agent,
Rebecca White Encumbering Clerk, Ray
Hammons, Compliance Coordinator

Meeting Date: 9/05/2023
Start Time: 9:10 AM

Place/Room:

Council Chambers Conference Room

Company Name	Received	Required Documents	Base Bid
mm Fence (Double m Fence)	✓	-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 79,436. ⁰⁰
Fence OKC	✓	-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 125,500. ⁰⁰
Sprungwater	✓	-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 76,742. ⁰⁰
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$

SIGN-IN SHEET
 Bid #2023-4 Pavilion Fence
 OPENING DATE: 9/05/2023

Name	Company	Phone #	Email
1 Elliot Reif	COT	918-525-4767	ereif@talleguach.gov
2 Becka White	COT	918-525-4708	rwwhite@talleguach.gov
3 Jarrett Gable	Fence OKC	405-420-3224	jarrett@fenceokc.com
4 Dyllin Springer	Springer Fence LLC	918-316-2832	springer@springerfence.com
5 Ray Hammond	City	918-976-7180	
6 Brian Speake	COT	918-207-7052	B-Speake@Talleguach.gov
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BID FORM

City of Tahlequah

Bid #2023-04

Bid Name: Pavilion Fence Bid

Date and Time Bidding Period Closing: September 5, 2023 at 9:00 am

Date and Time of Opening: September 5, 2023 at 9:10 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.

Piece	Unit Price	Quantity	Extended Total
Fence	\$	650 linear ft.	\$58,939.00
6ft. Walk-through Gate	\$	3	\$3,353.00
10ft. Drive-through Gate	\$	2	\$5,407.00
16ft. Sliding Gate	\$	2	\$11,737.00

Grand Total \$ 79,436.00

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

Name of Signatory: Matthew Norvell

Signature: *Matthew Norvell*

Company: Double M Fence Co. LLC

Address: 1495 mill rd. Fort Gibson, OK 74434

Telephone: 918-348-0539

BID FORM

City of Tahlequah

Bid #2023-04

Bid Name: Pavilion Fence Bid

Date and Time Bidding Period Closing: September 5, 2023 at 9:00 am

Date and Time of Opening: September 5, 2023 at 9:10 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.

Piece	Unit Price	Quantity	Extended Total
Fence	\$ 150	650 linear ft.	\$ 97,500
6ft. Walk-through Gate	\$ 2,000	3	\$ 6,000
10ft. Drive-through Gate	\$ 3,000	2	\$ 6,000
16ft. Sliding Gate	\$ 8,000	2	\$ 16,000

Grand Total \$ 125,500

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

Name of Signatory: Jarrett Goble

Signature: [Signature]

Company: Fence OKC

Address: 3200 W Reno Ave OKC OK 73109

Telephone: 405 470 3224

BID FORM

City of Tahlequah

Bid #2023-04

Bid Name: Pavilion Fence Bid

Date and Time Bidding Period Closing: September 5, 2023 at 9:00 am

Date and Time of Opening: September 5, 2023 at 9:10 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.

Piece	Unit Price	Quantity	Extended Total
Fence	\$ 76.50	650 linear ft.	\$ 49,725.00
6ft. Walk-through Gate	\$ 1375.00	3	\$ 4,125.00
10ft. Drive-through Gate	\$ 2,211.00	2	\$ 4,422.00
16ft. Sliding Gate	\$ 6,235.00	2	\$ 12,470.00

Grand Total \$ 70,742.00

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

Name of Signatory:

Christy Springwater

Signature:

Springwater

Company:

Springwater Fence LLC

Address:

19011 E. 819 Rd. Park Hill, OK 74451

Telephone:

(918) 453-0115 (918) 458-7967

MARK GOWER
State Director



J. KEVIN STITT
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY

September 15, 2023

Honorable Suzanne Myers
Mayor, City of Tahlequah, Oklahoma
111 S. Cherokee
Tahlequah, OK 74464

Reference: FEMA DR 4530 Project #0009 City of Tahlequah-Drainage Assessment and Project Scoping Project Approval

Dear Mayor Myers,

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) is pleased to announce the approval by FEMA Region VI of funds for the above-referenced project. Federal funding for this project in the amount of \$733,286.70 is now available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4530-DR-OK. City of Tahlequah is required to provide \$81,476.30 in local matching funds.

As indicated on the attached FEMA Award Letter and State and Local Agreement, the period of performance for the project will expire on 02/1/2026. Within the period of performance, the City of Tahlequah is expected to meet the following requirements;

The general scope of a master drainage plan would look at the watershed that impacts Tahlequah. The base of the plan would be updated hydrologic and hydraulic modeling for all of the areas within the area's limits. Once models have been created, the results from those models, along with public input and information from local staff, can be used to identify drainage and/or flooding problems within the area. For those problem areas, alternatives are analyzed to reduce or eliminate the drainage or flooding concern. Finally, a recommended plan will be developed for each of the areas and those individual plans can be prioritized city-wide and become part of additional planning mechanisms, such as a capital improvement plan, for future implementation.

Management activities will include overseeing administration of the grant to ensure compliance with all program rules and regulations, project monitoring (tracking metrics), completing quarterly reports, reimbursement requests, and assist with project closeout.



MARK GOWER
State Director



J. KEVIN STITT
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY

The provided State and Local Agreement is required to be signed by the Chief Elected Official or community official whom is authorized to apply for and receive Federal Grants. Please submit a signed copy to this office as soon as possible, but no later than September 29, 2023. [Please note: City of Tahlequah may not request reimbursement of project costs without signing and returning the above referenced agreement.]

As the work progresses on this project, FEMA and ODEMHS require that you provide this office with Quarterly Project Reports electronically through the OK EMGrants system every quarter until this project is completed and closed out.

The first Quarterly Report is due January 10, 2024, for the 1st Quarter of Federal Fiscal year. Remaining quarterly reports will be due according to the schedule below.

- o 1st Quarter (Oct, Nov, Dec) Report due Jan 10;
- o 2nd Quarter (Jan, Feb, Mar) Report due April 10;
- o 3rd Quarter (Apr, May, Jun) Report due Jul 10; and
- o 4th Quarter (Jul, Aug, Sep) Report due Oct 10.

Information needed in Quarterly Progress reports include what work has been completed, any significant events, delays, or anticipated problems during the progress of the project.

As an applicant and recipient of a Federal Disaster Assistance Grant, The City of Tahlequah is required to be in compliance of current procurement standards under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Rules"), which are codified at 2 C.F.R. §§ 200 and supersede the procurement regulations formerly in effect. This includes specific provisions as indicated for Non-Federal Entities.



MARK GOWER
State Director



J. KEVIN STITT
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY

The detailed records of man-hours, equipment-hours, supplies and materials, etc., should be maintained on file at your office for your use and audit purposes. These documents should coincide with the Cost Estimate Line-Item Budget submitted in the project application. You may request a reimbursement of eligible project costs prior to project completion. Only 75% of the federal share will be disbursed with the remaining 25% held until project completion and close-out.

When this project is completed, submit a letter stating that the work is completed and a request to close the project in OEMGrants.

- Please ensure you have all applicable documentation relating to the expenditure of the 90% federal share of funds and the 10% local share of funds available for review.
- All documentation must coincide with the approved Line-Item Budget that was submitted on the HMGP project application.
- Only those funds that are eligible, reasonable, verified, and completed in performance of the sub-grant will be disbursed after the final close-out audit. The remaining funds that have been deemed to be ineligible will be de-obligated and returned to FEMA.

If you have questions regarding this project, please contact me at (405) 590-0106 or by email at Kim.jenson@oem.ok.gov

Respectfully,

Kim Jenson
Interim State Hazard Mitigation Officer

Enclosures: FEMA Award Notification

CC: Mike Underwood, Director, City of Tahlequah Emergency Manager





U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

August 29, 2023

Mark Gower, Director
Oklahoma Department of Emergency Management and Homeland Security
P.O. Box: 53365
Oklahoma City, OK 73152-3365

Attn: Ms. Kim Jenson, Interim State Hazard Mitigation Officer

RE: DR-4530-0009-OK
City of Tahlequah –Drainage Assessment and Project Scoping
Project Approval
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Mr. Gower:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the Oklahoma Department of Emergency Management and Homeland Security for the City of Tahlequah Drainage Assessment and Project Scoping Project. The Federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4530-OK. The non-federal match requirement of \$81,476.30 will be provided by City of Tahlequah.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) in the amount of \$40,488.00 are available to City of Tahlequah at a Federal Cost Share of 100%.

Summary of funding for the project is illustrated below:

DR-4530-0009-OK	Federal Share	Non-Federal Share	Total
Project Costs	\$733,286.70 (90%)	\$81,476.30 (10%)	\$814,763.00 (100%)
Subrecipient Management Costs	\$40,488.00 (100%)	\$0.00 (0%)	\$40,488.00 (100%)
Total Obligation	\$773,774.70	\$81,476.30	\$855,251.00

The following is the approved Scope of Work (SOW) and MC activities for the above-referenced project:

The general scope of a master drainage plan would look at the watershed that impacts Tahlequah. The base of the plan would be updated hydrologic and hydraulic modeling for all of the areas within the area's limits. Once models have been created, the results from those models, along with public input and information from local staff, can be used to identify drainage and/or flooding problems within the area. For those problem areas, alternatives are analyzed to reduce or eliminate the drainage or flooding concern. Finally, a recommended plan will be developed for each of the areas and those individual plans can be prioritized city-wide and become part of additional planning mechanisms, such as a capital improvement plan, for future implementation.

Management activities will include overseeing administration of the grant to ensure compliance with all program rules and regulations, project monitoring (tracking metrics), completing quarterly reports, reimbursement requests, and assist with project closeout.

This project has been determined to be Categorically Excluded (CATEX) from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX A4. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action.

The milestones included in the application indicate that the time to complete this subaward will be 24-months from the date of this letter. FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4530-OK is February 1, 2026, which is 36-months from the close of the application period. It is the responsibility of the Oklahoma Department of Emergency Management and Homeland Security (recipient) and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim HMGP MC, any MC provided will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process.

Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

Mr. Gower
August 29, 2023
Page 3

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that Title 44 of the Code of Federal Regulations (44 C.F.R.) § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report is included for your records.

If you have any questions regarding the information, please contact Yolanda Yancy, Hazard Mitigation Assistance (HMA) Specialist, at (202) 664-4797 or Yolanda.Yancy@fema.dhs.gov.

Sincerely,



Brianne Schmidtke
HMA Branch Chief

Enclosures: Obligation Report

8/21/2023
9:56 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4530	9-R	0	11	1	7	OK	Statewide

Subrecipient: Tahlequah

Project Title : City of Tahlequah Drainage Assessment and Scoping

Subrecipient FIPS Code: 021-72100

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$733,286.70	\$733,286.70	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$733,286.70	\$40,488.00	\$773,774.70	08/18/2023	Accept	2023

Comments

Date: 08/18/2023 User Id: YYANCY1

Comment: I have completed the approval of obligation# 0006 for the City of Tahlequah Advance Assistance Drainage Assessment and Scoping Project. OBLIGATE \$773,774.70 (\$733,286.70 in project cost and \$40,488 in SRMC). The total project cost for this is project is \$814,763.00 with a federal share of \$733,286.70 and a non-federal share of \$81,476.30. Total federal obligation herein=\$773,774.70 Project listed on spend plan for August 2023.

Authorization

Preparer Name: YOLANDA YANCY

Preparation Date: 08/18/2023

HMO Authorization Name: WYATT JONES

HMO Authorization Date: 08/18/2023

COPY



**HAZARD MITIGATION ASSISTANCE GRANT STATE
AND LOCAL AGREEMENT**

Between

**STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT and
HOMELAND SECURITY**

And

City of Tahlequah, OKLAHOMA

(Local Applicant)

This agreement between the State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and City of Tahlequah shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant in the amount specified on the obligating document, to support the Building Resilient Infrastructure and Communities Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by ODEMHS.

- a. **Corporation:** the Chair of the Board of Directors or President;
- b. **City:** the Mayor, City Manager, or Town Administrator
- c. **County:** the Chairman of the Board of County Commissioners
- d. **School Board:** the Superintendent
- e. **Fire District:** the District Chief
- f. **Special Districts:** the Executive Director
- g. **Institution of Higher Education:** the President of the institution
- h. **Charter School:** the Chair of the Board of Directors
- i. **County Sheriff's Office:** the Sheriff
- j. **State Agencies:** the Director or Deputy Director of the agency
- k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

The Sub-recipient certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Sub-recipient.
2. The Sub-recipient must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Sub-recipient is aware of and will be responsible for the cost-sharing requirements of federal hazard mitigation assistance throughout the project, and the cost match must meet the requirements as set forth in Federal law, statute, policy and relevant guidance as determined by the FEMA program award.
4. Hazard Mitigation Assistance includes but is not limited to the following: Building Resilient Infrastructure and Communities, Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available later for assistance requests and may be covered by this agreement.
5. The Sub-recipient will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-recipient.
6. The Sub-recipient must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Sub-recipient is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by ODEMHS and FEMA grant guidelines.
8. The Sub-recipient will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Sub-recipient as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The sub-recipient must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Sub-recipient's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the award.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security(ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG) or other appropriate State agencies or their vendors, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
11. The Sub-recipient will provide ODEMHS with quarterly project status reports within 10 calendar days following the end of the last day of each quarter.

12. If the Sub-recipient expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Sub-recipient shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2 CFR §§ 200.
13. The Sub-recipient will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
14. The Sub-recipient will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions.
15. The Sub-recipient affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Sub-recipient receives duplicate benefits from another source for projects related to this application, the Sub-recipient agrees to refund the benefits provided by the State.
16. The Sub-recipient will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Sub-recipient will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Sub-recipient will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
19. The Sub-recipient will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
20. The Sub-recipient will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
21. The Sub-recipient will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
22. The Sub-recipient must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities must be verified by the sub-recipient through SAM.GOV.
23. The Sub-recipient will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.

24. As a condition for receipt of State or Federal funds, the Sub-recipient certifies that it has the legal responsibility for the maintenance, upkeep, and implementation of hazard mitigation activities for which it is applying for disaster assistance.
25. The Sub-recipient certifies that it has all necessary lands, easements, rights-of-way, and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Sub-recipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
26. The Sub-recipient agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
27. All required documentation in support of the project costs for the closeout will be submitted within 30 days following completion of work on the project.
28. The Sub-recipient understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Sub-recipient's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the ODEMHS and FEMA and must be requested by the sub-recipient in writing.
29. By signing this agreement, the Subrecipient further acknowledges that the effective date of this agreement shall be as of the date of the Federal Award, dated August 29, 2023 and the established Period of Performance begins August 29, 2023 and ends on February 1, 2026. unless extended upon approval by ODEMHS and FEMA.

I acknowledge by my signature, as an Elected Official or Jurisdiction Representative of the sub-recipient, should any part of this agreement not be in compliance with any or all regulations, funding for this project and future projects maybe denied by ODEMHS.

Signed: _____
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: _____

STATE OF OKLAHOMA

COUNTY OF _____

Signed or attested before me on _____ (date)

by _____ (name(s) of person(s)).

NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

Print Name:

My Commission Expires:

APPROVED on this _____ Day of _____, 20_____.

Signed: _____

**MARK GOWER, DIRECTOR ODEMHS
GOVERNOR'S AUTHORIZED REPRESENTATIVE**

COPY

GUY Project No.: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "*Services Agreement*" or "*Agreement*") is entered into effective as of the _____ day of _____, 20____ (the "*Effective Date*") by and between GUY ENGINEERING SERVICES, INC., an Oklahoma corporation ("*Consultant*") and CITY OF TAHLEQUAH ("*Client*").

WITNESSETH:

WHEREAS, Client requires the services of qualified personnel to develop and perform Services, as hereinafter defined;

WHEREAS, Consultant has experience in the business of furnishing professional services for a variety of projects;

WHEREAS, Client and Consultant desire to enter into an agreement for Consultant to perform certain services pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

SECTION 1 SERVICES TO BE PERFORMED

1.1 The Services. The services to be performed by Consultant under this Agreement (the "*Services*") are outlined in Exhibit B. Any proposed changes to the Services must be approved in writing by Consultant and Client before taking effect.

1.2 The Project and the Site. The Services are related to Allen Road (the "*Project*") which is, or is contemplated to be, situated at or near Tahlequah, OK (the "*Site*").

SECTION 2 SCHEDULE FOR SERVICES

Consultant shall use commercially reasonable efforts to perform the Services in a mutually agreed upon timeframe.

SECTION 3 COMPENSATION FOR SERVICES

3.1 Fee. Client shall pay Consultant, and Consultant agrees to receive as payment for the Services, (the "*Compensation*"), a lump sum fee in the amount of \$295,206 invoiced monthly and payable within 30 days of receipt of invoice. Any proposed change in the Compensation must be approved in writing by Client and Consultant before taking effect.

SECTION 4 CONTRACT DOCUMENTS

4.1 Contract Documents. Consultant and Client agree that the contract documents (the "*Contract Documents*") for the Project shall consist of, and the parties shall be bound by:

- (a) This Agreement and all attachments and exhibits hereto, including, without limitation, the General Terms and Conditions set forth on Exhibit A hereto and all attachments and exhibits thereto (the "*General Terms and Conditions*"); and

- (b) All drawings, specifications and all other technical and special terms and conditions and all other documents listed, or referred to, in the foregoing documents, if any (the "*Technical Documents*").

4.2 Definitions; Interpretation. All terms capitalized but not otherwise defined herein shall have the meanings set forth herein and in the General Terms and Conditions. The Contract Documents shall be interpreted together and in harmony with one another. In the event of any inconsistency or conflict between the Contract Documents, such conflict or inconsistency shall be resolved by reference to the Contract Documents in the following order of priority: *first*, the terms of the Agreement (including the General Terms and Conditions attached thereto as Exhibit A); and *second*, the Technical Documents.

SECTION 5 STANDARDS

5.1 Standard of Care; Warranties. Consultant warrants that the Services performed under this Agreement will (a) conform in all material respects to the requirements and specifications set forth in the Contract Documents, and (b) be performed in accordance with applicable Laws and Good Industry Standards. For purposes hereof, "*Good Industry Standards*" means generally accepted practices and standards of care and diligence normally practiced or approved by persons engaged in performing work similar to the Services. Consultant further agrees that if Client notifies Consultant in writing at any time up to the expiration of 12 months after the date of Consultant's completion of the Services that such Services do not conform in material respects to the foregoing warranties and standards of care, and specifies the nature of the nonconformance, and if the Services do not, in fact, so conform, Consultant will diligently re-perform, at its sole expense, the Services to the extent necessary to make them conform. **Notwithstanding the foregoing, Consultant does not warrant or guarantee that any design, engineering, specifications, equipment and/or materials supplied by entities other than Consultant or its subcontractors will produce any intended result or achieve any intended purpose. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FINANCABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. THE REPERFORMANCE OBLIGATIONS STATED IN THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ALL LIABILITY OF CONSULTANT ARISING FROM OR RELATED TO NON-CONFORMING OR DEFECTIVE WORK.**

5.2 Compliance with Laws. Consultant agrees that the Services, and its performance thereof, shall conform with all applicable Laws.

SECTION 6 PERSONNEL

Consultant agrees that it shall provide and assign experienced personnel, as applicable, in sufficient numbers to support and adequately staff and perform the Services and fulfill Consultant's obligations under the Contract Documents. Consultant shall promptly designate in writing to Client an individual to act as a representative authorized to act on behalf of Consultant with respect to the Project (the "*Consultant's Representative*"). Consultant may change its Consultant's Representative at any time upon giving written notice of such change to Client.

SECTION 7 INSURANCE

7.1 Required Insurance Coverages. During the performance of the Services under this Agreement, the Consultant shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

- General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.
- Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the Project by the Client.

7.2 Additional Insurance Provisions. All insurance maintained by Consultant or any subcontractor in accordance with the terms hereof shall comply with the following:

- Deductible levels for all required insurance will be commercially reasonable. Consultant shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Consultant or Client) and all self-insured retention amounts retained by Consultant.
- To the extent of Consultant's indemnification obligations pursuant to Article 7 of Exhibit A to the Agreement, all required insurance policies shall be endorsed to provide that they are primary without right of contribution from Client or any insurance otherwise maintained by Client, and not in excess of any insurance issued to Client.
- The policies required by the Contract Documents (except worker's compensation and professional liability insurance policies) shall list the following as additional insureds to the extent of Consultant's indemnification obligations pursuant to Article 7 of Exhibit A to the Agreement:
 - (a) Client and "all Client affiliated companies"; and
 - (b) All Indemnitees as defined in Exhibit A to the Agreement.
- Except where prohibited by Law and only to the extent of Consultant's indemnification obligations pursuant to Article 7 of Exhibit A to the Agreement, Consultant waives all rights of subrogation, and Consultant shall cause each insurer, to waive their rights of subrogation as to Client and its respective contractors, consultants, agents and employees.
- Without limiting the foregoing, Consultant's insurance obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- Unless otherwise agreed in writing by the parties hereto, should any of the work under the Contract Documents be subcontracted, Consultant shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Consultant may insure subcontractors under its own policies.
- Upon Client's request, Consultant shall provide certificates of insurance certifying that all coverages and terms required herein have been obtained. Said certificates shall further provide that said insurance will not be cancelled by the insurer without the insurer first giving the Client 30 days' written notice of cancellation.
- Consultant shall provide Client at least 30 days' prior written notice of any cancellation of, non-renewal, or material change as may adversely affect any insurance policy or coverage in force.
- All coverages shall be issued by insurance companies selected by Consultant and authorized to do business in the state in which the Services are to be performed, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than A-VII,

according to the current Best's Key Rating Guide or a company of financial stability that is otherwise approved by Client.

SECTION 8 NOTICES

All notices, Claims, demands, and other communications of similar import to be given by any party to this Agreement or to any other party hereto shall be in writing, and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:

To Client at:

City of Tahlequah
Attn: Mayor Suzanne Myers
111 S Cherokee
Tahlequah, OK 74464
Phone: (918) 456-0651
E-mail: _____

To Consultant at:

Guy Engineering Services, Inc.
Attn: Rebecca Alvarez
6910 East 14th Street
Tulsa, Oklahoma 74112
Phone: (918) 437-0282
E-mail: rebecca@guyengr.com

The above addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.

SECTION 9 CONFLICTS OF INTEREST

Neither party will pay any commission, fee or rebate to an employee of the other party, or favor an employee of the other party with any gift or entertainment of significant value in connection with the Contract Documents.

SECTION 10 REPRESENTATIONS AND WARRANTIES

10.1 Consultant Representations and Warranties. Consultant represents and warrants to Client that:

- (a) Consultant has the full right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;
- (b) Consultant's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and
- (c) Consultant entering into this Agreement with Client and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject.

10.2 Client Representations and Warranties. Client hereby represents and warrants to Consultant that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) Client's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and

(c) Client entering into this Agreement with Consultant and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Client is subject.

WHEREFORE the parties have entered into this Services Agreement as of the Effective Date.

CLIENT:

CONSULTANT:

CITY OF TAHLEQUAH

GUY ENGINEERING SERVICES, INC.

By: _____

By: _____

Title: Mayor

Title: President

Name: Suzanne Myers
(Print)

Name: Rebecca Alvarez
(Print)

Date: _____

Date: _____

**EXHIBIT A
TO
SERVICES AGREEMENT**

General Terms and Conditions

1. DEFINITIONS AND CONSULTANT SERVICES.

1.1 Definitions. The capitalized terms set forth below shall have the following meanings in this Exhibit A and in the Services Agreement to which this Exhibit A is attached:

"Affiliate" means, with respect to a party, any entity that is a direct or indirect parent or subsidiary of such party or that directly or indirectly (i) owns or controls such party, (ii) is owned or controlled by such party, or (iii) is under common ownership or control with such party. For purposes of this definition, "control" shall mean the power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Control of fifty percent (50%) or more of the voting securities of a corporation, either directly or indirectly, shall constitute control of such corporation, but the foregoing shall not preclude a finding that a party may control another corporation through ownership of less than fifty percent (50%) of such voting securities.

"Agreement" or *"Services Agreement"* means that certain Services Agreement between Client and Consultant to which these General Terms and Conditions are attached and of which they are a part.

"Claims" means any and all claims, demands, suits, causes of action, legal or administrative proceedings, liabilities, losses, costs or expenses (including, without limitation, court costs, experts' fees and attorneys' fees).

"Client" means the entity identified as Client in the preamble to the Agreement.

"Client's Representative" means the person designated by Client and authorized to act on behalf of Client with respect to the Services, subject to the limitations in Section 2.2 of these General Terms and Conditions, and with whom Consultant may consult at all reasonable times during Consultant's performance of the Services.

"Compensation" has the meaning set forth in Section 3 ("Compensation for Services") of the Agreement.

"Confidential Information" has the meaning set forth in Section 15 of these General Terms and Conditions.

"Consultant" means the entity identified as Consultant in the preamble to the Agreement.

"Consultant's Representative" has the meaning set forth in Section 6 ("Personnel") of the Agreement.

"Contract Documents" has the meaning set forth in Section 4 ("Contract Documents") of the Agreement.

"Deliverables" has the meaning set forth in Section 13 of these General Terms and Conditions.

"Effective Date" has the meaning set forth in the preamble to the Agreement.

“Force Majeure” means any of the following causes to the extent such cause was neither foreseen nor reasonably foreseeable and is beyond the reasonable control of the party affected thereby: acts of war or the public enemy, whether war be declared or not, including terrorism; public disorder, epidemics, insurrection, rebellion, sabotage, riots or violent demonstrations; earthquakes, hurricanes, tornadoes, hail storms, torrents, floods, unusually severe weather or other natural calamities, disasters or acts of God; fire or explosion; strikes, lockouts or other industrial action by workers or employees of Client or of third parties not under the contractual control and supervision of Consultant; acts of the government of the United States, the individual states, county or local governments and regulatory agencies, or acts of any foreign country.

“General Terms and Conditions” means the terms and conditions of this Exhibit A to the Agreement.

“Governmental Authorizations” means all permits, consents, decisions, qualifications, licenses, privileges, approvals, certificates, certifications, confirmations or exemptions from, and all filings with, and notice to, any Governmental Authority.

“Governmental Authority” means any federal, state, county, municipal or foreign government in any jurisdiction having authority over Client, Consultant, the Services, the Project, or the Project site, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.

“Indemnitee” or ***“Indemnitees”*** means, with respect to an indemnified party under Section 7.1 of these General Terms and Conditions, any Affiliate of such indemnified party, including without limitation, the directors, officers, managers, members, limited or general partners, shareholders or employees of such indemnified party.

“Law” in the singular, and ***“Laws”*** in the plural, means any of the following to the extent applicable to the Contract Documents or the Services: (a) any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Project” means the project defined and identified in Section 1 (“Services to be Performed”) of the Agreement.

“Reimbursable Expenditures” has the meaning set forth in Section 3 (“Compensation for Services”) of the Agreement.

“Schedule” has the meaning set forth in Section 2 (“Schedule for Services”) of the Agreement.

“Services” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Site” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Technical Documents” has the meaning set forth in Section 4 (“Contract Documents”) of the Agreement.

1.2 Terminology; Interpretations.

(a) Unless the context otherwise expressly requires, the word “law,” whether capitalized or not, has the meaning set forth in Section 1.1 above, the words “consultant,” “contractor” and “subcontractor”

mean any consultant, contractor, subcontractor, supplier, vendor or other person of any tier, as applicable, providing or performing any portion of the Services by, through or under Consultant; the words "herein," "hereto," "hereunder," and other words of similar import refer to the Contract Documents as a whole and not to a particular article or portion thereof; and the word "including" means "including, but not limited to"; the defined phrase "Client" includes any authorized representative of Client; and words which have well-known technical or industry meanings are used in the Contract Documents in accordance with such recognized meanings. References herein to "days" are calendar days unless otherwise stated.

(b) Whenever the context may require, any pronoun used shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. Client and Consultant have participated jointly in the negotiation and drafting of the Contract Documents. In the event an ambiguity or question of intent or interpretation arises, the Contract Documents shall be construed as if drafted jointly by Client and Consultant and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Contract Documents.

2. THE CLIENT'S RESPONSIBILITIES.

With respect to any Services under this Agreement:

2.1 Client shall furnish, without expense to Consultant and on a timely basis, the data and information reasonably required by Consultant to provide the Services. In performing the Services, Consultant shall be entitled to rely upon the sufficiency, accuracy, and completeness of such data and information furnished by or on behalf of Client and Consultant assumes no responsibility as to the sufficiency, accuracy, and completeness of such data and information.

2.2 Client shall promptly designate in writing to Consultant a representative authorized to act on Client's behalf with respect to the Services (the "*Client's Representative*"), with whom Consultant may consult with at all reasonable times, and whose instructions, approvals, requests and decisions shall be binding upon Client as to all matters pertaining to the Contract Documents and the performance of Client under the Contract Documents (unless Client notifies Consultant, in writing, that the authority of Client's Representative is limited in any manner). Client may change Client's Representative at any time by written notice to Consultant.

2.3 Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consultant's provision of the Services.

2.4 Client shall furnish information or services to the extent that any such information or service is reasonably required by Consultant or necessary for Consultant to perform the Services.

3. MODIFICATION.

3.1 Supplementals. Services not expressly set forth in the Contract Documents are excluded from the scope of the Services. If any new or different requirement, condition, change or anything beyond Consultant's control alters the scope of the Services or otherwise affects the Consultant's costs or schedule to perform the Services, and is the result of (i) any act or omission by Client, (ii) a change in the Services requested by Client, (iii) any change of Law that requires re-performance of Services already completed or becomes applicable to the Services after the parties' execution of the Contract Documents, or (iv) a Force Majeure Event; then Consultant shall be entitled to additional time and compensation in order to complete the Services as mutually agreed upon by the parties in a written change order. Promptly after Consultant becomes aware of facts or circumstances which it believes will cause or constitute a change in the Services, Consultant shall send Client a written notice describing why it believes a change in the Services is necessary and proposing additional time and compensation for such change. If Client and Consultant are unable to reach agreement with respect to whether a change in the Services has occurred or is needed, or as to additional time or compensation needed to complete the Services after a change, within 15 days after the date of Consultant's notice to Client, then Consultant shall not proceed with the change until the matter is resolved as provided

in Section 10 below; provided however, if Client directs Consultant to begin performing the changed Services during the 15-day period, Consultant shall be entitled to reasonable compensation for changed Services performed during said period.

3.2 Differing Site Conditions. Consultant shall be entitled to an equitable adjustment to the Schedule and Consultant's Compensation for conditions that vary from information provided to Consultant in connection with the development of Consultant's pricing or the scope of Services. Such varying conditions may include without limitation, subsurface and latent physical conditions at the site, archeological finds of historical or cultural significance, protected or endangered species of plants and animals, or other conditions that may preclude Consultant from proceeding with the Services for reasons of health, safety, or legal restriction. Without waiving its rights hereunder, Consultant agrees to notify Client of such conditions within a reasonable time after discovery, whereupon Client will promptly investigate the same and issue appropriate orders or instructions to Consultant.

4. **COMPENSATION AND PAYMENT.**

4.1 Compensation. Client shall pay the Compensation to Consultant.

4.2 Payment. Consultant shall send an invoice(s) to Client with documentation reasonably satisfactory to Client setting forth hours worked (unless this is a fixed fee Agreement) and/or Reimbursable Expenditures incurred during the applicable period and any other supporting documentation reasonably requested by Client. Unless otherwise required by Law, all undisputed invoices, less any amounts properly withheld by Client under the Contract Documents, shall be due and payable to Consultant within 30 days after the date Client receives the invoice. If Client fails to pay undisputed invoiced amounts within said 30-day period, Consultant may, in addition to any other rights available under this Agreement, by law or in equity, require the payment of interest at the lower of 12% per annum or the maximum rate allowed by law, on all such unpaid amounts. All payments shall be made in US Dollars.

5. **SCHEDULE.**

5.1 Time for Performance. Consultant shall perform the Services diligently and shall make commercially reasonable efforts to perform the Services in accordance with the Schedule and in such manner so as to not delay the progress of the Project.

5.2 Force Majeure. Neither Client nor Consultant shall be liable for any delay or failure in the keeping or performance of its obligations under the Contract Documents during the time and to the extent that any such failure arises by reason of Force Majeure. Upon the occurrence of an event of Force Majeure the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall resume the keeping and performance of the respective obligation after the cause of Force Majeure has come to an end. If an event of Force Majeure occurs and continues for a period of 15 days from the date of occurrence of such Force Majeure event, the parties shall meet and make reasonable efforts to resolve the problem. During the existence of a Force Majeure event each party shall bear its own costs resulting therefrom.

6. **CONSULTANT PERSONNEL AND SUBCONTRACTORS.**

Consultant may utilize subcontractors in connection with its performance of the Services in its discretion. Consultant shall be liable for the performance of Services rendered hereunder by any subcontractors utilized by Consultant.

7. **INDEMNIFICATION; LIMITATIONS OF LIABILITY.**

7.1 Indemnity. Consultant agrees to indemnify, defend, and hold harmless Client and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with performance of the Services by Consultant or its employees, agents or subcontractors. Client agrees to indemnify, defend, and hold harmless Consultant and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with the Services or the Project by Client or its employees, agents or subcontractors (other than Consultant).

7.2 General. The obligations for indemnification herein required are severable. The unenforceability of any portion of the obligation for indemnification hereunder due to the effect of any Law, court decision, or any other reason, shall not nullify, reduce or limit other obligations set forth herein, and all other obligations arising under this Section shall remain in full force and effect.

7.3 Notice. The indemnified party shall promptly notify the indemnifying party in writing of any Claims for which the indemnifying party may be responsible under Section 7.1.

7.4 Defense of Claims. The indemnifying party under Section 7.1, as applicable, shall provide competent counsel reasonably acceptable to the indemnified party, to defend the indemnified party pursuant to the obligations of the indemnifying party described in Section 7.1 within two weeks of notice by the indemnified party; provided, however, that the indemnified party, on behalf of itself and its Indemnitees, shall have the right to be represented in the defense of any suit or proceeding covered by this Section 7 (including investigation and resolution) by counsel of its own choice at the indemnified party's expense, in addition to counsel provided by the indemnifying party.

7.5 Waiver of Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AFFILIATES, EMPLOYEES, AGENTS OR SUBCONTRACTORS OF ANY TIER SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR INDEMNITEES, AND EACH PARTY WAIVES ALL CLAIMS, PAST, PRESENT, AND FUTURE, AGAINST THE SAME, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE CONTRACT DOCUMENTS, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, THE FAILURE OF ANY REMEDY HEREUNDER FOR WANT OF ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER BASIS OF LIABILITY. SUCH DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS OF PROFITS, REVENUE, INTEREST, OPPORTUNITY, GOODWILL, COST OF CAPITAL, OR DIMINUTION OF VALUE, FINANCING COSTS OR CLAIMS OF CUSTOMERS.

7.6 Limitation of Liability. THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES AND AGENTS, SUBCONTRACTORS AND VENDORS OF ANY TIER TO CLIENT FOR ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OR RELATING IN ANY WAY TO THE SERVICES PERFORMED UNDER THE AGREEMENT SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED BY CONSULTANT FROM CLIENT FOR WORK PERFORMED UNDER THE AGREEMENT; PROVIDED, THAT WITH RESPECT TO CLAIMS PERTAINING TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FOR WHICH CONSULTANT IS REQUIRED TO INDEMNIFY CLIENT OR ITS INDEMNITEES UNDER SECTION 7.1 ABOVE AND TO THE EXTENT ANY INSURANCE COVERAGE OF CONSULTANT PROVIDES COVERAGE PAYABLE TO CLIENT OR ITS INDEMNITEES AS AN ADDITIONAL INSURED UNDER THE POLICIES REQUIRED TO BE OBTAINED AND MAINTAINED BY CONSULTANT PURSUANT TO THIS AGREEMENT, THE ABOVE CAP ON LIABILITY SHALL BE DEEMED INCREASED TO THE AMOUNT OF SAID COVERAGE WITH RESPECT TO THE COVERED CLAIMS OR LIABILITIES.

8. LIENS.

Consultant agrees not to allow liens to be placed on the Project or Client property for Claims of nonpayment by Consultant or its subcontractors to the extent Consultant has received timely payment from Client as required by the Contract Documents. Provided Consultant has received timely payment from Client as required by the Contract Documents, Consultant shall pay promptly all amounts due for all materials, labor, service and equipment used in or in connection with the performance of the Services, including those of its subcontractors, when bills or Claims become due. Consultant shall within 10 days after discovery or notification from Client or any other party, discharge or bond around any lien filed or Claim asserted against the Project, materials, facility or property of Client by any of Consultant's subcontractors, suppliers or vendors hired in conjunction with the Services to the extent Consultant has received timely payment from Client as required by the Contract Documents. If Consultant fails to discharge or bond

around any such lien or Claim within 10 days after such discovery or notification, then Client may discharge such lien or claim and withhold all costs incurred by Client to discharge such lien or Claim from any amounts owed by Client to Consultant. If Client cannot withhold the amount owed, Client shall invoice Consultant therefor and Consultant shall pay the same to Client within 10 days after the receipt of such invoice.

9. TERMINATION.

9.1 Insolvency; Default. A party may terminate the Agreement effective immediately upon giving written notice of termination to the other party, (i) if any proceeding is instituted against such other party seeking to adjudicate such other party as a bankrupt or insolvent and such proceeding is not dismissed within 30 days of filing, or (ii) if such other party makes a general assignment for the benefit of its creditors, or (iii) if a receiver is appointed on account of the insolvency of such other party, or (iv) if such other party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (v) if, in the reasonable judgment of one party, such other party is unable to pay its debts when due or as they mature. Furthermore, if a party (the "*Breaching Party*") fails to observe or perform any of its covenants or agreements contained in the Contract Documents and then fails to correct such condition within 15 days of receiving written notice from the other party (the "*Non-breaching Party*"), the Non-breaching Party may pursue any or all available rights and remedies available under the Contract Documents or Law and may, without prejudice to any other right or remedy, terminate the Agreement effective immediately upon giving written notice of such termination to the Breaching Party.

9.2 Suspension. Client may, by written notice to Consultant, suspend the Services. Consultant shall, upon receipt of such written notice from Client, suspend the Services or any part thereof and place no further order or subcontracts relating thereto for such time and in such manner as Client may require. If the Services are suspended by Client for reasons other than Consultant's breach or non-performance, Client shall pay Consultant for all Services in progress or performed to the date of termination or suspension, and for all third party suspension or cancellation fees payable by Consultant, if any, plus any of Consultant's demobilization costs and stand-by costs, within 30 days after its receipt of Consultant's invoice therefor. When Services are resumed, Client shall reasonably adjust the Schedule and reasonably compensate Consultant for the cost of remobilization, including increased costs to perform the Services. If a suspension (or the aggregate length of multiple suspensions) exceeds 60 days in the aggregate, Consultant will be entitled to treat such suspension as a termination for Client's convenience and proceed accordingly under Section 9.4 below.

9.3 Force Majeure. If a Force Majeure event continues for a period in excess of 30 days from the date of occurrence of such event, either party may terminate the Agreement effective immediately upon giving written notice.

9.4 Termination for Convenience. Client may for its convenience, with or without cause, including Force Majeure, terminate the Agreement at any time by 10 days' prior written notice to Consultant. Upon receipt of such notice, Consultant shall, unless the notice otherwise directs:

- (a) stop all work and place no further orders or subcontracts for the Services; and
- (b) terminate work orders, purchase orders and subcontracts outstanding.

Upon any such termination for convenience by Client, Client shall pay Consultant for all Services in progress or performed to the effective date of termination or suspension, and third party suspension or cancellation fees payable by Consultant, if any, plus Consultant's demobilization costs and stand-by costs and any other costs incurred as a result of such termination for convenience, within 30 days after its receipt of Consultant's invoice therefor which shall include supporting documentation.

9.5 Effect of Termination. Any termination of the Agreement shall not affect or impair the right of a party to commence legal proceedings for a breach of the Agreement related to actions or inactions occurring prior to or in connection with such termination.

10. RESOLUTION BY PARTIES.

10.1 First Attempt. If a dispute arises under the Contract Documents between the parties, the parties shall attempt in good faith to settle such dispute by mutual discussions within 30 days after the date that a party gives written notice of the dispute to the other party in sufficient detail for the recipient to understand the provider's position; provided, however, that if the dispute involves the amount of an invoice and after 10 days of mutual discussion either party believes in good faith that further discussion will fail to resolve the dispute to its satisfaction, such party may immediately refer the matter to the executive officers of the parties for consideration pursuant to Section 10.2.

10.2 Executive Officers. If the dispute is not resolved in accordance with Section 10.1, either party may refer the dispute to executive officers of the respective parties for further consideration. If such individuals are unable to reach agreement within 15 days, or such longer period as they may agree, then either party may pursue such further action as it deems necessary, subject to the provisions of Section 17.2 below.

10.3 Confidentiality. All discussions conducted pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence and applicable state rules of evidence.

11. TAXES.

Unless otherwise required by Law, Client is responsible for and shall pay all sales, use, excise, and other taxes, charges, or contributions with respect to or imposed on any Services performed by Consultant under the Contract Documents, excluding taxes or contributions imposed on the wages, salaries or other payments to persons employed by Consultant in the performance of the Services and taxes on Consultant's net income. Consultant will not charge or collect applicable sales and use taxes as part of the Compensation payable under the Agreement or otherwise if Client and the sale of any Services pursuant to the Agreement are exempt; provided that Client shall provide Consultant with an exemption certificate for the applicable jurisdiction.

12. REQUISITE LICENSURE AND QUALIFICATIONS.

Consultant and all of the subcontractors, entities and individuals acting on Consultant's behalf in connection with the Services shall, prior to commencing Services and at all times during the term of the Agreement, obtain, possess and maintain in good standing, all Governmental Authorizations or other credentials as required by any Governmental Authority and in accordance with all Laws to perform the Services. In the event the results of the Services performed by Consultant in connection therewith is required to be inspected by any Governmental Authority or by Law, Consultant shall (i) give Client timely written notice of the date fixed for such inspection, and (ii) secure all required certificates of inspection and provide copies to Client.

13. OWNERSHIP AND USE OF WORK PRODUCT.

Consultant and Client agree that the Services and deliverables resulting from such Services to be produced by Consultant and its personnel and employees and delivered to Client pursuant to the Contract Documents (the "**Deliverables**") shall be considered a work made for hire and shall be owned by Client upon Consultant's receipt of full payment therefor. Consultant further hereby acknowledges that it will inform its employees, agents and representatives that any Deliverables produced by them pursuant to this Agreement shall be considered a work made for hire and will be owned exclusively by Client upon Consultant's receipt of full payment therefor. Consultant may retain copies of work product for its records, but may not in any way use, show or distribute Client's designs, sketches, working drawings or other information to others without written consent from Client. Notwithstanding the preceding portions of this Section, nothing contained in this Section shall be construed as limiting or depriving Consultant of its right to use its basic knowledge and skill to design or carry out other projects or work for itself or others, whether or not such projects are similar to the work to be performed under this Agreement and Client shall not acquire any rights to any of Consultant's or any subcontractors' proprietary computer software or preexisting intellectual property that may be used in connection with the Services or included in the Deliverables. The Deliverables are not intended or represented to be suitable for reuse by Client or others or for additions, modifications, or renovations on the Project or for any other projects. Any such reuse of the Deliverables without written verification by Consultant for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant. If software is

intended or expected to be developed under this Agreement, Consultant may require that a software license agreement acceptable to Consultant be executed. All proprietary information, software and processes of Consultant shall remain property of the Consultant. All proprietary information, software and processes of Consultant and any intellectual property of Consultant in existence prior to the parties' execution of the Agreement or developed by Consultant wholly independent of any Services performed pursuant to the Agreement shall be and remain Consultant's sole property.

Client agrees to waive any Claim against Consultant and shall indemnify, defend, and hold harmless Consultant and its Indemnitees from all Claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use by Client or any third party by or under the direction of or with the permission of Client of the Deliverables delivered by Consultant to Client pursuant to the Contract Documents other than for the purposes of the Project or as otherwise specifically authorized in writing by Consultant, whether arising in contract, tort (including the negligence of Consultant) or otherwise.

Client shall not, and Client shall not permit Client's other contractors to, change or modify any data or drawings supplied by Consultant to Client in electronic format. Client shall defend, indemnify and hold Consultant and its officers, directors and employees harmless from any loss, expense, Claim, liability, or cause of action arising out of the change to or modification of Consultant's engineering data or drawings. If Consultant for any reason is not allowed to complete the Services, Consultant shall not be held responsible for the accuracy, completeness, or constructability of the Services performed by Consultant or of the Project to the extent it relies on the Consultant's Services.

14. BOOKS AND RECORDS; AUDIT RIGHTS.

Consultant shall keep accurate books and records for all Services performed including, without limitation, invoices, receipts, cost information and other supporting documentation as shall readily disclose the basis for and substantiate any charges or credits billed to Client by Consultant or due from Client to Consultant for Services performed on a time and materials, hourly and/or reimbursable basis. Consultant shall make such books and records available for examination, audit, and reproduction by Client for purposes of determining compliance with the terms of the Contract Documents upon Client's request. Such books and records shall be maintained by Consultant and made available to Client for such examination, audit and reproduction at all reasonable times and upon at least 72 hours prior written notice during regular business hours for 12 months after completion or termination of the Services. Any examination or audit shall be performed by Client or on behalf of Client by an Affiliate of Client or a certified public accountant selected by Client.

15. CONFIDENTIALITY.

As used below in this Section, "*Disclosing Party*" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party as described in clauses (i) and (ii) below, and "*Receiving Party*" is the party receiving or obtaining the Disclosing Party's Confidential Information as described below. The Receiving Party agrees that it will keep confidential the terms of the Contract Documents and any information regarding the Disclosing Party's or its Affiliates' operations, facilities, business, business plans, and assets, including but not limited to, plans, designs, drawings, specifications, estimates, field notes, studies, reports, tests, lab results, processes, customer, prospective customer and vendor lists or databases, proposals, data or other confidential or proprietary information (collectively referred to herein as "*Confidential Information*") which is either: (i) furnished to the Receiving Party by the Disclosing Party or (ii) is obtained by the Receiving Party as a result of the Contract Documents or the Receiving Party's access to the Disclosing Party's facilities. All Confidential Information shall be and remain the property of the Disclosing Party. The Receiving Party agrees not to disclose such Confidential Information to any third parties, and the Receiving Party agrees to use such items and information only in the performance of the Contract Documents for the benefit of the Disclosing Party or, in Client's case, in connection with its receipt, inspection and/or use of the Services and not otherwise without the Disclosing Party's prior written consent (provided, however, that with respect to Client, Client's obligations under this Section shall not apply to any information which is or becomes Client's property pursuant to the terms of Section 13 above in this Exhibit A or limit or affect the rights of Client granted therein). The Receiving Party may disclose Confidential Information to any of its directors, officers, employees, agents, distributors, subcontractors, consultants or advisors (collectively, "*Representatives*") who are acting on Receiving Party's behalf in connection with the performance of the Contract Documents on a need to know basis. The Receiving Party shall, prior to any such disclosure, inform its

Representatives of the terms of this Section, including the confidential nature of the Confidential Information and legally require them to comply herewith. The Receiving Party shall be responsible for any breach of this Section by any of its Representatives, which shall be considered a breach by the Receiving Party. Upon completion or termination of the Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party (again, however, subject to Client's rights under Section 13 above). This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its Representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law or competent authority of any Governmental Authority in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

16. ACCEPTANCE OF SERVICES.

When all Services to be performed pursuant to the Agreement are completed, Consultant shall so notify Client and Client shall have the right to a final review of the Services. Following such review, Client shall either notify Consultant of its acceptance of the Services or issue to Consultant a listing of additional items it believes are required in order for the Services to conform to the terms, conditions and specifications of the Contract Documents. If Client does not so notify Consultant or issue such listing within 7 days after Consultant's notice that the Services have been completed, it shall be deemed to have accepted the Services.

17. MISCELLANEOUS PROVISIONS.

17.1 Entire Agreement. The Contract Documents (including the attachments and documents referenced therein) constitute the entire agreement and understanding between the parties hereto with respect to the Services performed pursuant to the Agreement and supersede and/or merge all prior agreements, understandings, representations, or conditions between Client and Consultant regarding the subject matter hereof, whether written, oral, or implied. The parties agree that the terms and conditions of the Contract Documents shall prevail, notwithstanding any contrary or additional terms in any of the parties' preprinted documents.

17.2 Governing Law, Jurisdiction. The validity, interpretation, and performance of the Contract Documents, including any breach thereof, shall be governed by and construed under the Laws of the State of Oklahoma, without regard to the conflicts or choice of law principles thereof. Unless otherwise required by Law, (a) Consultant and Client hereby consent to the personal jurisdiction of the state and federal courts located in Tulsa, Oklahoma for any dispute involving the Contract Documents, and (b) subject to the provisions of Section 10 above, any action arising out of the Contract Documents shall be commenced and maintained exclusively in the state or federal courts located in Tulsa, Oklahoma, and Consultant and Client waive any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS.**

17.3 Assignment. The Contract Documents shall inure to the benefit of and shall be binding upon Client and Consultant and their respective successors and permitted assigns. Neither party shall assign the Agreement, or any of its rights or obligations hereunder or thereunder, without the prior written consent of the other party in each instance, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void.

17.4 Waiver. Either party hereto may, by written notice delivered in the manner provided in the Contract Documents, but shall be under no obligation to, waive any of its rights or conditions to its rights hereunder, or any

duty, obligation, or covenant of the other party hereto. Such waiver must be in a writing signed by the waiving party and shall not affect or alter the other provisions of the Contract Documents.

17.5 Third Party Agreement. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant subject to the indemnification rights of an Indemnitee. Furthermore, the Contract Documents are not intended and shall not be construed to create any rights in any parties other than Client, Consultant and Indemnitees and no other person shall have any rights as a third party beneficiary hereunder.

17.6 Independent Contractor. Consultant agrees that it is an independent contractor in the performance of any Services under the Contract Documents and that neither it nor its employees shall be considered employees of Client. Client shall not be responsible for the direct payment of any withholding taxes, social security payments, payments under workmen's compensation or other insurance premiums, or other charges of any kind, except as specifically stated herein. Consultant hereby warrants that it will deduct and pay over to the proper Governmental Authority any withholding taxes or similar assessment which an employer is required to deduct and pay over and Consultant accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other Governmental Authority, covering its agents or employees.

17.7 Modifications. No change, amendment or modification of any Contract Document shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing and duly executed by both parties, with specific reference to the Contract Document being modified.

17.8 Cooperation. Consultant and Client agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary and reasonably requested by the other party that are not inconsistent with the provisions of the Contract Documents and that do not involve the assumption of obligations other than those provided for in Contract Documents, in order to give full effect to the Contract Documents and to carry out the intent of the Contract Documents.

17.9 Attorneys' Fees. In the event of legal action between the parties associated with the Contract Documents, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

17.10 Severability of Provisions. The invalidity, illegality and unenforceability of any provision(s) of the Contract Documents shall in no way affect or impair the validity, legality and enforceability of the remaining provisions thereof.

17.11 Counterparts. Any Contract Document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In the event that any signature of any Contract Document is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

END OF GENERAL TERMS AND CONDITIONS

**Exhibit B
Allen Road
City of Tahlequah**

**SCOPE OF SERVICES
September 7, 2023**

The project's purpose is to widen Allen Road from 2 to 3 lanes with a middle turning lane and sidewalks on both sides, meeting ADA compliance. The scope of the work shall include meetings, on-site reviews, and additional work required to expedite the preparation of detailed plans, specifications, and estimates (PS&E) in English units.

The design services will involve survey, geotechnical investigations, hydraulic analysis, utility relocation coordination services, right-of-way acquisition, and preparation of roadway plans with ADA-compliant sidewalks for grading, storm sewer system, drainage. The designs are to be prepared in accordance with the 2019 Roadway Design Standards, Specifications, and acceptable practices of the Oklahoma Department of Transportation (ODOT). The scope of service under this engineering contract will include:

General Scope

The general scope of work includes meetings, on-site reviews, and additional work required for the preparation of studies, reports, surveys, engineering, geotechnical investigations, hydraulic analysis/design, and roadway design, culminating in the delivery of final construction Plans, Specifications and Estimates.

The CONSULTANT will prepare roadway widening, surfacing, and drainage plans. Plan submittals include:

- Preliminary Plans
- R/W Plans
- Final Plans
- PS&E

The CONSULTANT will:

- Conduct survey; gather land ownership and utility information.
- Conduct hydraulic design to set storm sewer design.
- Prepare preliminary plans and cost estimates.
- Attend preliminary plan field review meeting.
- Prepare updated cost estimates.
- Finalize plans, quantities, and cost estimates.
- Attend the final plan field review meeting.
- Perform quality assurance/quality control review.
- Attend the pre-bid conference (if requested).

No public meetings are anticipated and are not included in this scope of work.

SECTION 1 - Roadway Plans

- 1.1. Prepare construction plans for the widening of Allen Road from 2 to 3 lanes, 36 ft wide, with a middle turning lane, 6-inch curb and gutter, storm sewer, and the construction of 5-foot sidewalks on both sides of the road, meeting ADA compliance. The estimated roadway length is approximately 3,050 feet. The intersection with Grand Avenue and the study and design of the RCB at the intersection are not included. The 2019 ODOT Construction Specifications will be used. A geotechnical investigation will be conducted early to determine if some roadway sections may be milled and overlaid.
- 1.2. Define the extent of any additional right-of-way required.
- 1.3. Provide evaluation and design of drainage and storm sewer system.
- 1.4. Perform quality assurance/quality control review.
- 1.5. Roadway plans may include, but not be limited to:
 - 1.5.1. Title Sheet
 - 1.5.2. Typical Sections
 - 1.5.3. General Construction Notes
 - 1.5.4. Summary of Pay Quantities and Notes (Roadway & Traffic)
 - 1.5.5. Summary Sheets
 - 1.5.6. Summary of Drainage Structures
 - 1.5.7. Drainage Area Maps
 - 1.5.8. Drainage Structure Design Record Table
 - 1.5.9. Stormwater Management Plan
 - 1.5.10. Erosion Control Plan
 - 1.5.11. Alignment Data Sheets
 - 1.5.12. Demolition and Removal Plan
 - 1.5.13. Plan and Profile Sheets
 - 1.5.14. Suggested Sequence of Construction
 - 1.5.15. Construction Traffic Control Layout with Temporary Signal Plans
 - 1.5.16. Permanent Signing and Striping
 - 1.5.17. Cross Sections
- 1.6. The roadway is expected to be closed to through traffic with access for local traffic only. No shoofly design is included. A detour plan is not included.
- 1.7. Lighting is not included in this scope of work.
- 1.8. No traffic studies or turning analyses are included in this scope of work.
- 1.9. No landscape design is included in this scope of work.

SECTION 2 - Geotechnical Investigation

- 2.1. Roadway geotechnical work will include four borings necessary and sufficient to support pavement design. The report will include pavement, subgrade, and section recommendations for the full-depth reconstruction and/or mill and overlay. Traffic control services are anticipated for this project. See the attached geotechnical scope of work.

SECTION 3 - Survey

- 3.1. Survey shall be performed in accordance with State of Oklahoma Department of Transportation Survey Division – Survey Specifications for County Roads and Bridges January 2017.
- 3.2. The topographic limits of survey are approximately 155 feet wide by 3,375 feet along the roadway alignment.
- 3.3. A three-dimensional static GPS network adjustment will be performed to establish the basis for the primary site control on the project. Benchmarks will be set and measured along the entire length of the project. Check levels will be run between them to ensure the desired precision for vertical control is achieved. Aerial targets will be tied to the primary control network by RTK observations and check levels.
- 3.4. Topographic features marked underground utilities and surface features will be surveyed and displayed in an AutoCAD digital mapping file (.dwg). Contacts for the utility companies will be compiled and listed in the mapping file. After the mapping file is considered complete, a field check will be performed to ensure that the features are reflected correctly in the mapping file. Note – Prior to the topographic collection portion of the survey, a locate request will be submitted through OKIE811. Unmarked underground utilities are not included in this scope of work (GUY is not responsible for the location of mismarked utilities) unless marked with Subsurface Utility Engineering services (see 3.1).
- 3.5. A search for documents pertaining to the 36 individual tracts of land in the survey limits will be conducted at the County Clerk's office to determine property lines and easement lines.
- 3.6. Sections 21, 22, 27 & 28 of Township 17 North & Range 22 East of the Indian Base and Meridian will need their controlling corners recovered or computed and set. Once the sections are established and property lines have been determined, subsequent boundary corner reconnaissance may be performed to determine final property lines. Records will be recorded in the Department of Libraries reflecting the determination of all surveyed corners. Land tie information will be delineated in the digital mapping file.
- 3.7. Survey data, vital to the construction of this project, will be shown in Alignment Data Sheets. These sheets will be performed under the design portion of the contract.

SECTION 4 - Subsurface Utility Engineering (SUE)

- 4.1. Subsurface Utility Engineering (SUE) is included in this project.

- 4.1.1. Quality Level D is included. This scope includes records research and data collection at the desktop level. Data is approximate. (Included in the survey scope of work.)
- 4.1.2. Quality Level C is included. This level includes all visible utilities and those marked by OKIE811. No additional utility locating is included. (Included in the survey scope of work.)
- 4.1.3. Quality Level B is included for the utilities not marked by OKIE811. This level includes using SUE technology/equipment to identify the horizontal location. This assumes one utility to be marked along the project corridor. Additional utilities to be marked can be added by contract supplemental if needed.
- 4.1.4. Quality Level A is not included. This level includes potholing of specific utilities. This will provide accurate horizontal and vertical depth at the point of potholing. This level of SUE can be added by contract supplemental if needed.

SECTION 5 - Utility Research, scoping and estimating

- 5.1. It is anticipated that ten (10) utilities are located within the project extent, including (electric, fiber, telephone, cable TV, water, natural gas, public works authority, and Cherokee Nation water/sewer). Utility Relocation Management services will include:
 - 5.1.1. Task 0 – Pre-Design Review
 - A. Review survey drawings for utility confirmation. Coordinate with utility
 - B. owners and field verification
 - B. Drive-out and observe the project.
 - C. Compile report summary and potential cost impacts for the relocation of utilities
 - 5.1.2. Task 1 – Preliminary Plan-In-Hand
 - A. Review of 30% plans for Matrix
 - B. Prepare conflict assessment Matrix.
 - C. Writing plan-in-hand report (utilities)
 - D. Meeting attendance
 - 5.1.3. Task 2 – Review Plans and Check Compliance
 - A. Review R/W (60%) plans for compliance
 - B. Submit compliance/non-compliance memo.
 - 5.1.4. Task 3 – Preparation of Cost Estimates
 - A. Review R/W (60%) plans for programming estimate
 - B. Prepare & submit programming cost estimate.
 - 5.1.5. Tasks 4-10 Utility coordination and relocation management is not included but can be added by a supplement.

SECTION 6 - Environmental

- 6.1. Environmental studies are not included, and no additional studies are anticipated; if USACE requires additional studies, a contract supplemental will be required.

SECTION 7 - Safety Lightning Design Plan

- 7.1.1. Prepare design plans for installing new intersection safety lighting along E Allen Rd at the intersections with Grand Avenue, Cedar Avenue, and the west side of SH 82. Lighting plans shall include pay quantities, notes, summary sheets, lighting layouts, lighting wiring diagrams, light details, and identification of applicable lighting standards. The plans will be developed in accordance with the latest City of Tahlequah and ODOT standards and specifications. Prepare an opinion of the probable construction cost for the lighting.
- 7.1.2. Continuous roadway lighting is NOT included in this scope of work.

SECTION 8 - Assistance During Bidding

- 8.1. Assistance during bidding is included.
 - 8.1.1. Provide input on engineering-related items for the bid documents.
 - 8.1.2. Attend pre-bid and pre-work meetings.
 - 8.1.3. Review bids and provide recommendations of award.

SECTION 9 - Assistance During Construction

- 9.1. Assistance during the construction process is not included in this scope of work.

SECTION 10 - As-Builts

- 10.1. As-Builts are not included in this scope of work.

SECTION 11 - City Responsibilities

- 11.1. Make available to the CONSULTING ENGINEER the latest changes to design policies specifications, standards, including available CADD seed files, CADD resource libraries and CADD specifications.
- 11.2. Attend plan reviews.
- 11.3. Advertise, let, and administer the construction contract.

SECTION 12 - Other Exclusions

- 12.1. Traffic studies
- 12.2. Traffic signal design
- 12.3. Landscape design
- 12.4. Bridge design
- 12.5. Permitting, including 404 permitting

- 12.6. Public meeting presentations and exhibits
- 12.7. Utility design plans
- 12.8. SWPPP
- 12.9. FEMA LOMRs and/or CLOMRs
- 12.10. Flood plain modeling
- 12.11. Bid documents.
- 12.12. Construction Administration
- 12.13. Construction management
- 12.14. Public meetings
- 12.15. Right-of-way acquisition, staking, and documents are not included but can be added later as a supplement.

SECTION 13 - Schedule

Task Name	Milestone
Notice to proceed	
Conduct survey	90 calendar days from Notice to Proceed
Submit preliminary plans for field review	210 calendar days from Notice to Proceed
Submit RW plans	60 calendar days after preliminary field review
Submit final plans for review	90 calendar days from RW plan submittal
Submit final design package	60 calendar days from RW acquisition completion



Exhibit B

September 12, 2023

Mayor Suzanne Myers
City of Tahlequah
111 S Cherokee
Tahlequah, OK 74464

Re: Allen Road Engineering Proposal

Dear Mayor Myers:

Thank you for this opportunity to provide the City of Tahlequah with a fee proposal for the professional services needed for the referenced project. This proposal is to provide pre-construction services for Allen Road.

We propose to perform the following services for these lump sum fees:

Design	\$199,167
Geotechnical engineering	10,123
Intersection safety lightning	7,500
Survey	70,834
Subsurface utility engineering (SUE)	1,863
Utility Research, scoping and estimating	13,219
Total	\$302,706 Lump Sum

We look forward to working with you on this project. If you have any questions, please feel free to contact me at Rebecca@GUYengr.com or (539) 424-5083.

Sincerely,

A handwritten signature in blue ink that reads 'Olga Hopper'.

Olga Hopper, PE
Project Manager

Encl

COPY

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
4TH STREET WIDENING PROJECT**

THIS AGREEMENT, including Attachments, between the City of Tahlequah (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

WITNESSETH:

WHEREAS, Owner intends to construct the following roadway improvements.

PROJECT: Widen 4th Street from 2 lanes to 3 lanes from Muskogee Avenue to Graham Drive including sidewalks to the north side of street and miscellaneous drainage improvements. The project length is approximately 1,800 feet.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Projects; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the _____ day of _____, 2023.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions, which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify,

and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Holloway, Updike and Bellen, Inc.
P.O. Box 1543
Muskogee, OK 74402
Attention: Greg Armstrong, PE, Vice-President

Owner: City of Tahlequah
201 East Delaware St.
Tahlequah, OK 74464
Attention: Taylor Tannehill, City Administrator

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED

Upon signature of this Agreement by the Owner and the Engineer the Engineer is authorized to proceed.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER: CITY OF TAHLEQUAH

ENGINEER: HOLLOWAY, UPDIKE
AND BELLEN, INC.

Mayor

Vice-President

(SEAL)

ATTEST: _____
(City Clerk)

Approved as to form and legality this _____ day of _____, 2023.

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF TAHLEQUAH, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
4TH STREET WIDENING PROJECT**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

Widen 4th Street from 2 lanes to 3 lanes from Muskogee Avenue to Graham Drive including sidewalks to the north side of street and miscellaneous drainage improvements.

II. SCOPE OF SERVICES

A. Preliminary Design:

1. The Engineer will prepare a field survey of the proposed project. The survey shall be conducted by a surveyor registered as a Professional Land Surveyor in the State of Oklahoma. The survey will include the location of property corners, above and below ground utilities, and the existing site features.
2. The Engineer shall provide and coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The scope of the geotechnical investigation shall include:

a) Field Exploration

- A total of seven (4) borings will be drilled at the project site. The borings will be drilled within alternating drive lanes (pending utilities).
- The existing pavement will be cored with a 4 to 6 inch diameter core bit.
- The borings will be drilled to depths of approximately 15 feet below the existing ground surface or until auger refusal is encountered, whichever is shallower.

- Four (4) samples will be collected within the upper 10 feet and a sample will be collected at each 5 feet interval for the remainder of the borings. Sampling of the soil will utilize a split-barrel sampler (ASTM D-1586).
- The boreholes will be backfilled with auger cuttings and/or bentonite chips.
- The pavement will be patched with similar materials.
- Subsurface water observations will be recorded in the borings at the time of drilling and at completion of the drilling operations.

b) Laboratory Services

The laboratory testing services will be based upon the actual subsurface conditions that are encountered at the project site. For the purpose of this proposal, the following soils laboratory services.

- Moisture content (ASTM D-2216) on fine grained soils - Maximum of 35 tests.
- Atterberg Limits (Liquid and Plastic Limits - ASTM D-4318) - Maximum of 7 tests.
- Particle Size Analysis (Full Sieves)- Maximum of 7 tests.
- All samples will be visually classified in accordance with the Unified Soil Classification System, AASHTO, and Oklahoma Subgrade Index (OSI).

c) Analysis & Report Preparation

A report will be prepared under the direction of a registered professional engineer. An engineering analysis and evaluation of the field and laboratory data will be performed for the project, based on available project concepts. Information to be provided in the report includes:

1. Executive Summary
2. Earthwork recommendations, including backfill requirements.
3. Pavement subgrade preparation, and typical pavement sections. ESAL counts will be provided for the pavement sections provided.
4. General discussion of subsurface soil and groundwater conditions.
5. General discussion of the site geology.

6. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, groundwater information, and relative elevations based on a temporary benchmark at the site. The temporary benchmark typically consists of an onsite feature such as a finish floor level, a fire hydrant, manhole, etc.
 7. Description of the field exploration and laboratory testing.
3. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
 4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
 5. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.
- C. Right-of-Way Documents
1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search.
 2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary rights-of-way required to construct the project.
 3. The Engineer shall prepare legal descriptions for the permanent and temporary rights-of-way.
 4. The Engineer shall provide surveys of right-of-way to be acquired, stamped, and sealed by a Professional Land Surveyor.
- D. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
 2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
 3. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.
- E. Bidding Services: The Engineer will furnish bidding phase services as described below:
1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
 2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.
 3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.

F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:

1. **Pre-Construction Conference.** Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
2. **Construction Progress Meetings.** All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the Project and as often as weekly during critical phases of any work.
3. **Reporting.** Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative.
4. **Submittal Review.** Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
5. **Pay Estimates.** Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. **Contractor's Schedule.** Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. **Contractor's Claims.** Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. **Change Orders.** Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. **Resident Project Representation.** Engineer shall supervise the activities of the Engineer's Resident Project Representative. If a City of Tahlequah Representative is used then Engineer shall be available for consultation and have no direct supervision.

10. **Final Inspections.** After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
 11. **Acceptance.** Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
 12. **Clarifications.** Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
 13. **Field Changes.** Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.
 14. **Record Drawings.** From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer shall submit to Owner one set of reproducible record drawings at completion of the Project.
 15. **Warranty Coordination.** Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor, which is necessary during the one-year warranty period.
- G. **Construction Services Contingency:** Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.

- H. **Resident Project Representation:** Engineer shall provide Resident Project Representative services during the construction of the project. These services will be provided in accordance with the following modified version of "Duties, Limitations, and Responsibilities of the Resident Project Representative," derived from the Standard General Conditions of the Construction Contract, prepared by the Engineer's Joint Contract Documents Committee, also known as the "Joint Committee Documents." The duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined in Section E, Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative. Engineer shall submit a resume of proposed Resident Project Representative for review and approval by the Owner if requested.
- I. **Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative:** The Resident Project Representative is the Owner's and the Engineer's agent at the site, will act as directed by and under the guidance of the Engineer, and will confer with the Engineer regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised as necessary. The Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer. The Resident Project Representative shall conduct duties pertaining to the Project in accordance with the procedures and policies of the Engineer with guidelines to be provided by the Engineer to the Resident Project Representative. The duties and responsibilities of the Resident Project Representative are as follows:
1. Schedules. The Resident Project Representative shall review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 2. Conferences and Meetings. The Resident Project Representative shall attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and ensure copies of the meeting minutes are generated by the responsible party and appropriately distributed.
 3. Liaison. The Resident Project Representative shall serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's

on-site operations.

4. Shop Drawings and Samples. The Resident Project Representative shall record date of receipt of shop drawings and samples. The Resident Project Representative shall receive samples, which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination. The Resident Project Representative shall advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests. The Resident Project Representative shall conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the Contract documents.

The Resident Project Representative shall report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

The Resident Project Representative shall verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.

The Resident Project Representative shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.

6. Interpretations of Contract Documents. The Resident Project Representative shall report to Engineer in writing when clarifications and interpretations of the Contract documents are needed.

7. Modifications. The Resident Project Representative shall consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer.
8. Records. The Resident Project Representative shall maintain at the job-site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

The Resident Project Representative shall keep a diary and log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

The Resident Project Representative shall keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.

The Resident Project Representative shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. The Resident Project Representative shall record all pertinent information regarding equipment and materials delivered to Project site. The Resident Project Representative shall evaluate and note compliance of delivered equipment and materials with respect to approved submittals.

The Resident Project Representative shall maintain an updated "red-line" record drawing set of construction plans, reflecting all addenda and changes to the Project during the construction, and submit to Engineer upon Project completion.

9. Reports. The Resident Project Representative shall furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

The Resident Project Representative shall consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.

The Resident Project Representative shall report immediately to Engineer and Owner upon the occurrence of any accident.

10. Payment Requests. The Resident Project Representative shall review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Operation and Maintenance Manuals. During the course of the work, The Resident Project Representative shall verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

12. Completion. Before substantial completion, The Resident Project Representative shall submit to Contractor a list of observed items requiring completion or correction.

The Resident Project Representative shall conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.

The Resident Project Representative shall observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

13. Limitations of Authority.

- a. The Resident Project Representative shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract documents.
- b. The Resident Project Representative shall not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- c. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- d. The Resident Project Representative shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- e. The Resident Project Representative shall not authorize Owner to occupy the Project in whole or in part.
- f. The Resident Project Representative shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer in writing.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF TAHLEQUAH, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
4TH STREET WIDENING PROJECT**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Preliminary Design	\$45,000
Prepare Easements for Acquisition of R/W	\$13,500
Final Design	\$48,000
Coordinate Relocation of Utilities	\$20,000
Bidding Services	\$6,500
Services During Construction	\$17,000
Total Compensation	\$150,000
Resident Project Representative ⁽¹⁾	\$112,000
<i>1. Assumes 8 months at \$14,000 per month (Full-time)</i>	

- B. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer an amount equal to actual hourly salary rates paid by the Engineer to personnel assigned to the Project times 2.8, plus subcontract work, if any, and direct expenses at cost.
- C. Period of Service. The compensation amount stipulated in paragraph I.A is conditioned on a period of service not exceeding 30 months. Should such period of service be extended, the compensation for Engineer's services shall be appropriately adjusted.
- D. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of ten percent (10%).

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. **Basic Engineering Services.** For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. **Additional Engineering Services.** For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.
- C. ***Payment of Invoices.*** Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF TAHLEQUAH, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
4TH STREET WIDENING PROJECT**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and

in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall provide geotechnical studies and special environmental studies required for the projects.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF TAHLEQUAH, OWNER
AND
HOLLOWAY, UPDIKE, AND BELLEN, ENGINEER
FOR
4TH STREET WIDENING PROJECT**

SCHEDULE

The work shall be completed within the number of calendar days shown below following authorization to proceed.

Task	Days to Complete from Notice to Proceed
Preliminary Design	100 days
Final Design	180 days

City of Tahlequah

PLANNING & DEVELOPMENT STAFF REPORT

TO: City of Tahlequah City Council
FROM: Taylor Tannehill
DATE: October 2, 2023
RE: Case #4-2023-Zoning

Recommendation: Staff and Planning Commission recommend approval of Case #4-2023-Zoning. Changing the referenced property's zoning from RS-2 to RM-1.

Background

Subject Property Address: 1619 N. Vinita Avenue Tahlequah, OK
Current Zoning: Residential Single Family Medium Density District (RS-2)
Proposed Zoning: Residential Multifamily Low Density District (RM-1)
Property Owner: Holderworth Leasing
Owner Representative: Steve Worth/Charlie Holderbee

Attachments

Zoning Map
Aerial Map
Framework Map

Project Summary

The applicant is requesting a zoning change to use the property for a for a multifamily development.

Existing Context

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

<i>Existing Land Use</i>	<i>Existing Zoning</i>
Single Family/Group Quarters	RS-2
<i>Proposed Land Use</i>	<i>Proposed Zoning</i>
Multifamily	RM-1
<i>Surrounding Land Use</i>	<i>Surrounding Zoning</i>
North: Single Family Residential/Duplex	North: RS-2/RM-1
South: Single Family Residential	South: RS-2/RM-1
East: Single Family/Vacant	East: RE
West: Single Family Residential	West: RS-2

Historic Context

The subject property was zoned R-1 during an annexation project. The subject property was designated RS-2 upon the adoption of the updated zoning ordinance and Map in 2022. The subject property has historically been used for group housing quarters and location was known as the Hope House of Cherokee County.

Relationship with Comprehensive Plan

The Comprehensive Plan identifies the subject property as a Stable Neighborhood. A Stable Neighborhood is characterized as slightly newer residential neighborhoods typically developed in a single-use, suburban format. These neighborhoods may not be well-connected to their surroundings.

Relationship with Zoning Ordinance

If the zoning change is approved the owner will be required to meet all regulations in the zoning ordinance and the proposed use would be allowed by right.

Staff Comments

- a. A stable neighborhood designation in the comprehensive plan is misleading. The surrounding properties have been slowly developed over time with a mix of single family and duplex improvements. The property is also located among other multifamily developments on Vinita and Jones within the City of Tahlequah.
- b. The proposed use, in this instance, is consistent with the comprehensive plan due to the mix of residential densities in the general vicinity.

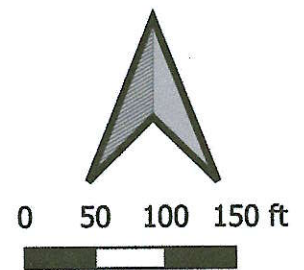
Planning Commission Discussion

- a. There was limited discussion related to the zoning change request. The Planning Commission unanimously voted 3-0 to recommend approval of the zoning change.



 Subject Property

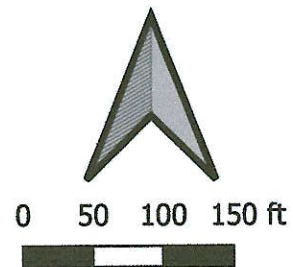
**Zoning Map
Case #4-2023-Zoning**

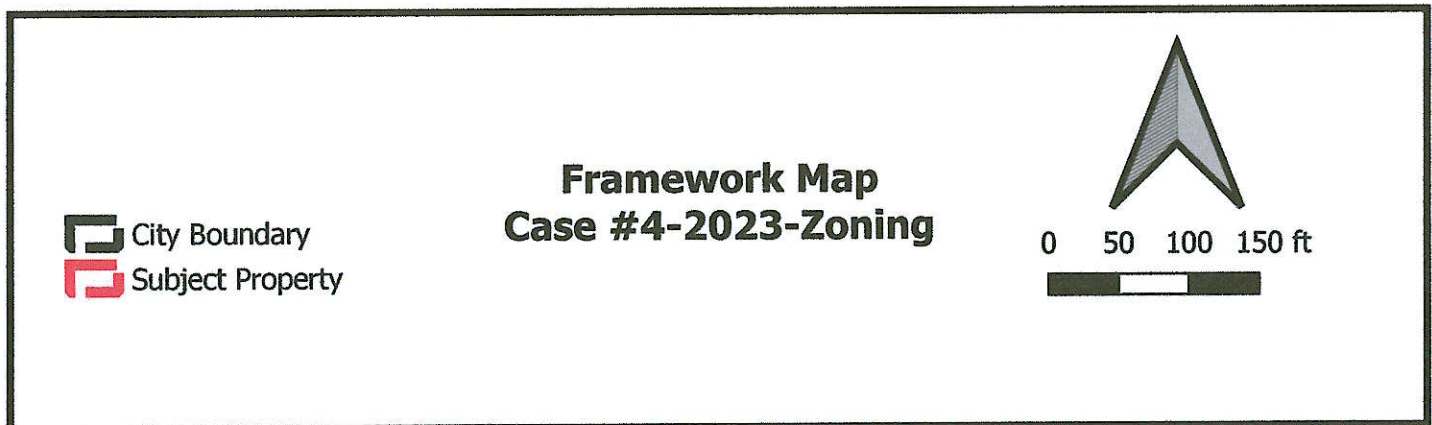
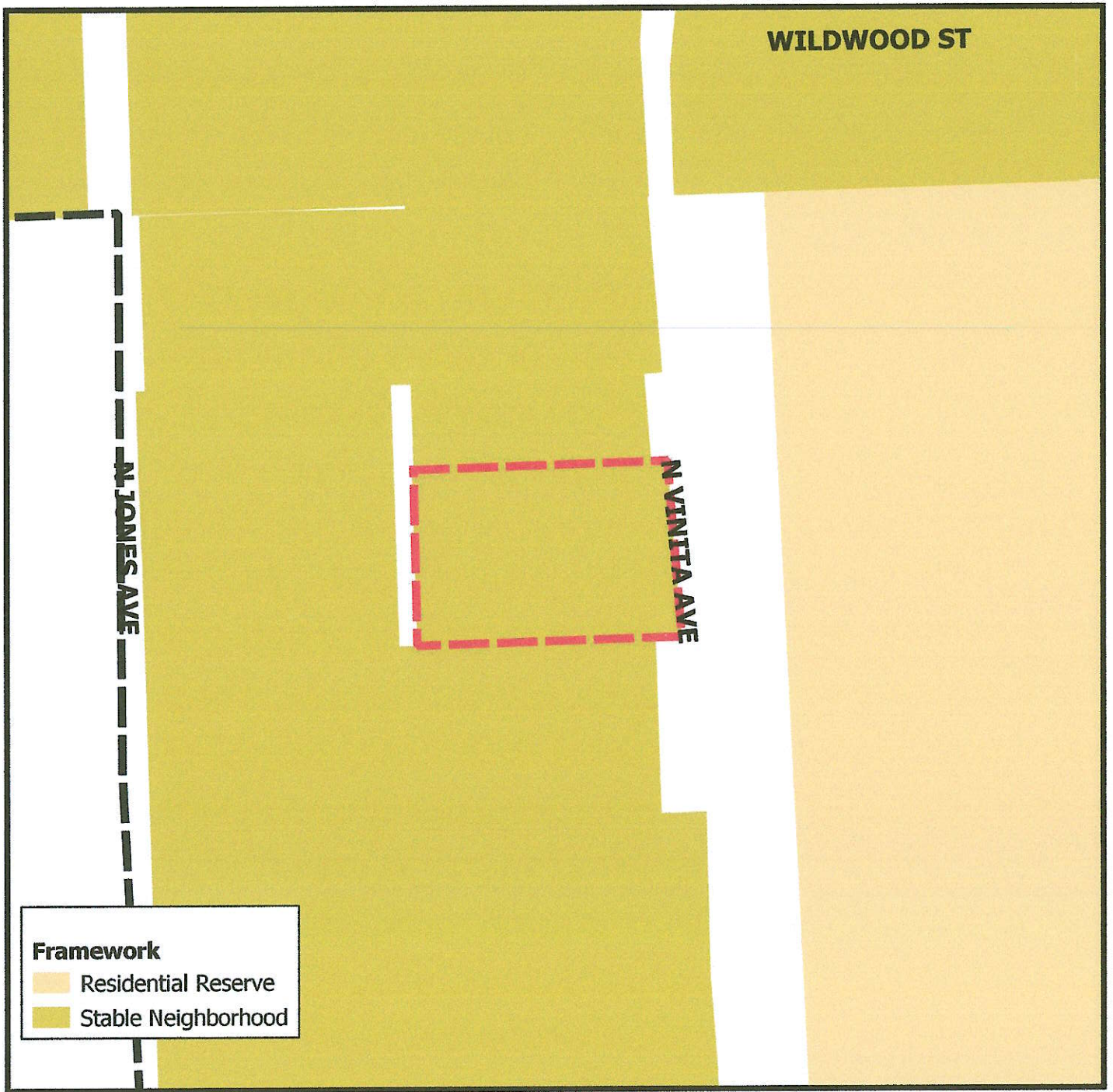




 City Boundary
 Subject Property

Aerial Map
Case #4-2023-Zoning





COPY

RESOLUTION NO. 10-02-2023

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

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

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

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

WHEREAS, the Planning Commission of the City of Tahlequah recommended unanimously by a vote of 3-0 to approve Case #4-2023-Zoning.

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

LEGAL DESCRIPTION

A Tract of land lying in the SW4 of SW4 of NW4 of Section 21, Township 17 North, Range 22 East, to-wit: Beginning at a point 253.75 feet North and 250.0 feet East of the Southwest Corner of said SW4 of SW4 of NW4; Thence North a Distance of 162.5 feet; Thence East a Distance of 234.5 feet to the Westerly boundary of Existing Road (Vinita Avenue Extended); Thence S 2°49'E, along said Westerly road boundary, a distance of 162.7 feet; Thence West a distance of 242.4 feet to the Point of Beginning, containing .89 acres, more or less.

And

A Tract of land lying in the SW4 of SW4 of NW4 of Section 21, Township 17 North, Range 22 East, particularly described as follows, to-wit: Beginning at a point 233.5 Feet East and 253.75 Feet North of the Southwest Corner of said SW4 of SW4 of NW4; Thence East a distance of 16.5 feet; thence North a distance of 81.25 feet; Thence West a distance of 16.5 feet; Thence South a distance of 81.25 feet to the Point of Beginning.

Shall be, and the same is, hereby changed from Residential Single Family Medium Density District (RS-2) to Residential Multifamily Low Density District (RM-1).

PASSED AND ADOPTED by the City Council of the City of Tahlequah on this 2nd day of October, 2023, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

[Seal]



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 16

Meeting Date 10-02-23

Initiator Taylor Tannehill

Office/Department: Managerial

Item Title

Executive Session:

Pursuant to 25 OS 307 B(3),(4), and/or (7) discussion regarding confidential communications related to City of Tahlequah v. Springwater, LLC, et al., Cherokee County District Court, State of Oklahoma, Case Nos. CV-2018-43 and CJ-2020-56, and if necessary, take appropriate action in Open Session.

Background

N/A

Exhibits

N/A

Funding Source

N/A

Request

N/A