



Tahlequah City Council
AGENDA ITEM REPORT

Item No. a

Meeting Date 11-06-2023

Initiator Whitney Shaw

Office/Department: City Clerk/Managerial

a

Item Title

To approve minutes from October 2, 2023 Council meeting and November 1, 2023 Special Council Meeting.

Background

Normal reoccurring monthly consent item.

Exhibits

Exhibit 1: September 5, 2023 minutes

Funding Source

N/A

Request

Approve the minutes from October 2, 2023 City Council meeting and November 1, 2023 Council meeting.

**MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – OCTOBER 2, 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	
	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: Austin Troyer of Tahlequah Church of Nazarene
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: 832 6130 7761** **Password: 4560651**. If you wish to receive a copy of any materials that are presented to the City Council, please submit your request to cityclerk@tahlequah.gov.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT AGENDA

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

- a) Approve the **minutes** from the **September 5, 2023** City Council meeting.
- b) Acknowledge receipt of the **August 2023 Check Register**.
- c) Acknowledge receipt of the **August 2023 Purchasing Card Statement**.
- d) Acknowledge receipt of the **August 2023 Investment Schedule**.
- e) Acknowledge receipt of the **June 30, 2023 Unaudited Financial Statement**.

- f) Acknowledge receipt of the **Tahlequah Hospital Authority** monthly report for **September 2023**.
- g) Authorize the Mayor to sign an **easement release** on a **blanket waterline easement** located at the **NE corner of Ross and Highway 82/62 Bypass**.
- h) Authorize the Mayor to submit a **Letter of Intent** to the **Oklahoma Opioid Abatement Board** to submit a grant award application on behalf of the City.
- i) Authorize the Mayor to enter into an **interlocal cooperative agreement** with Independent School District No. 15 of Atoka County, aka Atoka Schools, to become a member of **The Oklahoma Purchasing Systems (TOPS)**.
- j) Accept **donation from PETCO** and place funds in the **restrictive donations account for Animal Control**.
- k) Establish and approve a raise of 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.
- l) **Removed by Councilor Josh Allen.**
- m) To accept the resignation from **Arlie Wolf**, Driver in the **Solid Waste Department**, effective September 12, 2023.
- n) To accept the resignation from **Robby Morgan**, Collector in the **Solid Waste Department**, effective September 22, 2023.
- o) To accept the resignation from **Adam Parris**, PT Laborer in the **Parks and Recreation Department**, effective September 12, 2023.
- p) 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.
- q) To approve **salary increase** for **City Court Clerk Amanda King** in the amount of \$4000 annually, for assuming additional duties for an unfilled position, effective immediately.
- r) Approve the Mayor's appointment of **Danny Perry** to fill the vacant Council seat in **Ward 1**, serving the expiring term beginning October 2, 2023 and ending April 30, 2025.

Vote: Ayes: Highers, Baker, Allen

Nays: None

Motion carried

Ward 1 appointed Councilor, Danny Perry was sworn into office by City Clerk Whitney Shaw.

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Presentation by Mayor Suzanne Myers-**Years of Service Certificates** as follows:
 Samantha Davis, 25yrs. Police Department

REGULAR SESSION

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

Councilor Allen made a motion and Councilor Highers seconded to approve, with modifications, item **(I)**: To hire Tommy Thompson as a Collector in the Solid Waste Department at \$31,200 annually, effect October 3, 2023 and to take no action on Wyatt Hackworth

Vote: Ayes: Allen, Highers, Baker, Perry

Nays: None

Motion carried

7. Councilor Baker made a motion and Councilor Allen seconded to open a Public Meeting in order to close out the City of Tahlequah's **contract number CDBG-CV1-Tahlequah CI00024, Strong Grant**. Project S.T.R.O.N.G. (Standing Together Restoring Our Neighbor with Grace).

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

As there were no Public questions or comments, Councilor Allen made a motion and Councilor Baker seconded to **close the Public Meeting**.

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

8. Council Baker made a motion and Councilor Highers seconded to approve the **Formal Closeout** of the City of Tahlequah's **contract number CDBG-CV1- Tahlequah CI00024, Strong Grant** with Council Action to comply with grant requirements.

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

9. Council Baker made a motion and Councilor Highers seconded to approve the **Health Benefit renewal** and offerings for plan year November 1, 2023 to October 31, 2024.

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

10. Councilor Highers made a motion and Councilor Allen seconded to approve **Ordinance No. 1359-2023**, an ordinance closing a portion of Clay Street.

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

11. Councilor Allen made a motion and Councilor Baker seconded to accept the lowest responsible bid of \$70,742 from **Springwater Fence Co.** for an ornamental fence for the **Pavilion**.

Vote: Ayes: Allen, Baker, Perry Nays: Highers Motion carried

12. Councilor Baker made a motion and Councilor Highers seconded to approve authorizing the Mayor to enter into a **Hazard Mitigation Assistance Grant** State and Local Agreement between the State of **Oklahoma Department of Emergency Management and Homeland Security** & the City of Tahlequah and accept grant award in the amount of \$733,286.70 for a city wide **drainage study** and amend budget accordingly.

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

13. Councilor Allen made a motion and Councilor Highers seconded to approve authorization for the Mayor to enter into an agreement with **GUY Engineering** for engineering services for **East Allen Road** from the Bypass to **Grand Avenue**.

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

14. Councilor Highers made a motion and Councilor Allen seconded to approve authorization for the Mayor to enter into an agreement with **Holloway, Updike, and Bellen, Inc. (HUB)** for engineering services for **West Fourth Street** from **Graham Drive** to **Muskogee Ave.**

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

15. Councilor Highers made a motion and Councilor Allen seconded to approve **Resolution No. 10-02-2023/Case #4-2023 Zoning**. A resolution to change the zoning from Residential Single Family Medium Density (RS-2) to Residential Multifamily Low Density (RM-1) to use the property for residential multifamily housing on a property located at **1619 N Vinita Avenue** Tahlequah, OK more particularly described as follows:

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.

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

16. Councilor Highers made a motion and Councilor Allen seconded to exit Regular Session and enter into **Executive Session**.

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

Council returned exited Executive Session at 6:52 p.m.

17. Councilor Allen made a motion and Councilor Highers seconded to authorize the Mayor and City Administrator to settle for amount mentioned in Executive Session regarding confidential communications related to the City of Tahlequah v. Springwater, LLC, et al., Cherokee County District Court, State of Oklahoma, Case No. CV-2018-43 and CJ-2020-56.

18. Meeting **adjourned** at 6:58 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL - SPECIAL MEETING
WEDNESDAY, NOVEMBER 1, 2023 - 3:30 PM
CITY HALL COUNCIL CHAMBERS – 111 S. CHEROKEE AVE.

1. Meeting called to order by Mayor Myers at 3:30 pm.

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

Present:	Councilor Ward I	Danny Perry
	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 Clerk Whitney Shaw, IT Support Kendall Collins

Absent: City Treasurer Marty Hainzinger

Public Notice of meeting provided October 24, 2023 at 2:20 p.m. at 111 S. Cherokee Ave. Tahlequah, OK.

3. The following Public Instructions were given: **Videoconference and/or teleconference access instructions for public attendance at the meeting:** the public 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: 863 0521 3168 Password: 4560651**. If you wish to receive a copy of any materials that are presented to the City Council, please submit your request to cityclerk@tahlequah.gov.
4. Councilor Allen made a motion and Councilor Baker seconded to accept bids and authorize the Mayor to enter into a contract with Paragon Contractors, LLC in the amount of \$4,928,361.10, recognizing not selecting the lowest bidder on the basis of limited similar work experience over the previous 5 years by the lowest bidder.

Vote: Ayes: Allen, Baker, Perry, Highers

Nays: None

Motion carried

5. Meeting adjourned at 3:34 p.m.



Tahlequah City Council AGENDA ITEM REPORT

Item No. b, c, d, e, f, g, h, and i

Meeting Date 11/06/2023

Initiator Alan Chapman

Office/Department: Finance Department

Item Title

Consent Agenda Items:

1. To Acknowledge Receipt of the September, 2023 Check Register.
2. To Acknowledge Receipt of the October, 2023 Check Register.
3. To Acknowledge Receipt of the September 2023 Investment Statement.
4. To Acknowledge Receipt of the September 2023 Purchasing Card Stmt.
5. To Acknowledge Receipt of the October 2023 Purchasing Card Stmt.
6. To Acknowledge Receipt of the July 31, 2023 Financial Statement.
7. To Acknowledge Receipt of the August 31, 2023 Financial Statement.
8. To Acknowledge Receipt of the September 30, 2023 Financial Statement.

Background

Normal re-occurring business items that monthly are placed in consent.

Exhibits

Exhibit 1 – July, August, September Financial Statement
Exhibit 2 – September Investment Statement
Exhibit 3 – September and October Purchasing Card Statement
Exhibit 4 - September and October Check Register

Funding Source

Not Applicable

Request

Approval as part of Consent Agenda

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/23	09/22/2023	57797	3820	Conrad Fire Equipment	110202000	867.12- V
09/23	09/06/2023	58021	157934	H & G Paving Contractors, Inc.	110202000	72,976.28
09/23	09/07/2023	58022	6160	Galls, Inc	110202000	344.23
09/23	09/07/2023	58023	389	Accurate Environmental LLC	110202000	275.00
09/23	09/07/2023	58024	158045	Ascentis Corporation (Prior- Novatime)	110202000	759.52
09/23	09/07/2023	58025	1330	Assoc Veterinary Clinic	110202000	105.00
09/23	09/07/2023	58026	240	AT&T Mobility II LLC (911 Call Towers)	110202000	14.30
09/23	09/07/2023	58027	1360	Atco International	110202000	334.30
09/23	09/07/2023	58028	157988	Consolidated Communications	110202000	1,167.95
09/23	09/07/2023	58029	4530	Davis Oil Co, Inc	110202000	1,359.91
09/23	09/07/2023	58030	4640	Dell Marketing L.P.	110202000	2,903.34
09/23	09/07/2023	58031	158013	Finish Line Fuels (dba)	110202000	17,049.82
09/23	09/07/2023	58032	6080	Fuelman of Oklahoma or	110202000	6,174.47
09/23	09/07/2023	58033	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
09/23	09/07/2023	58034	7160	Hearth & Pool Services LLC	110202000	962.28
09/23	09/07/2023	58035	9400	Lake Region Electric	110202000	2,777.56
09/23	09/07/2023	58036	157846	Lake Region Electric-Telecom	110202000	286.82
09/23	09/07/2023	58037	9437	Larry's Tires	110202000	245.00
09/23	09/07/2023	58038	158388	LawnStars Landscaping, LLC	110202000	1,890.00
09/23	09/07/2023	58039	9691	Lochner	110202000	172,956.20
09/23	09/07/2023	58040	158383	Macquarie Equipment Capital Inc.	110202000	374.00
09/23	09/07/2023	58041	10580	Mike Palmer	110202000	1,695.20
09/23	09/07/2023	58042	158544	Newton Equipment, LLC	110202000	90,929.00
09/23	09/14/2023	58043	157829	NOPFA Gas/Utilities	110202000	.00 V
09/23	09/07/2023	58044	12390	OTA	110202000	29.60
09/23	09/07/2023	58045	158110	Ritchie, Rock, McBride & Atwood Law Firm	110202000	1,609.65
09/23	09/07/2023	58046	14360	Sand Tech Screening LLC	110202000	6,314.16
09/23	09/07/2023	58047	15085	Southern Tire Mart, LLC	110202000	3,219.20
09/23	09/07/2023	58048	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
09/23	09/07/2023	58049	158437	The Compliance Resource Group INC (CRG)	110202000	675.00
09/23	09/07/2023	58050	16510	Total Pest Control	110202000	165.00
09/23	09/07/2023	58051	16985	UniFirst Holdings Inc	110202000	42.75
09/23	09/07/2023	58052	17510	Waste Management	110202000	31,972.45
09/23	09/12/2023	58053	157844	Green Country Abstract	110202000	.00 V
09/23	09/12/2023	58054	157844	Green Country Abstract	110202000	30,984.99
09/23	09/14/2023	58071	157829	NOPFA Gas/Utilities	110202000	365.80
09/23	09/14/2023	58072	157829	NOPFA Gas/Utilities	110202000	1,208.10
09/23	09/15/2023	58073	4530	Davis Oil Co, Inc	110202000	877.25
09/23	09/15/2023	58074	885	Amazon Capital Services, Inc.	110202000	303.00
09/23	09/15/2023	58075	157971	AT&T Mobility II LLC (CITY HALL)	110202000	1,102.73
09/23	09/15/2023	58076	1350	ATC Freightliner Group	110202000	3,037.49
09/23	09/15/2023	58077	3380	Cintas Corp #2	110202000	116.68
09/23	09/15/2023	58078	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	182,178.37
09/23	09/15/2023	58079	158237	Dickson Equipment Co. Inc.	110202000	2,198.44
09/23	09/15/2023	58080	5090	Dub Ross Co	110202000	2,496.00
09/23	09/15/2023	58081	5110	Duvall's Transmission	110202000	210.00
09/23	09/15/2023	58082	158178	Enterprise Fleet Management, Inc.	110202000	17,774.37
09/23	09/15/2023	58083	158436	EPIC Office Solutions	110202000	235.27
09/23	09/15/2023	58084	6080	Fuelman of Oklahoma or	110202000	5,229.40
09/23	09/15/2023	58085	6160	Galls, Inc	110202000	3,137.69
09/23	09/15/2023	58086	9080	Kemp Stone Co, Inc	110202000	4,337.66
09/23	09/15/2023	58087	158388	LawnStars Landscaping, LLC	110202000	1,780.00
09/23	09/15/2023	58088	11570	OK Board of Tests	110202000	248.00

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/23	10/06/2023	54715	11890	Ok Mun Clks Treas & Fin Off Assoc	110202000	425.00- V
10/23	10/06/2023	54866	158323	Arvest Bank	110202000	241.00- V
10/23	10/19/2023	58167	158530	Rhonda Norris RVT	110202000	350.00- V
10/23	10/05/2023	58180	150	4-G Service & Supply Inc.	110202000	262.50
10/23	10/05/2023	58181	389	Accurate Environmental LLC	110202000	275.00
10/23	10/05/2023	58182	158503	Associated Supply Co Inc	110202000	46,427.21
10/23	10/05/2023	58183	2794	Chamber of Commerce	110202000	90,592.00
10/23	10/05/2023	58184	3020	Cherokee County Clerk	110202000	300.00
10/23	10/05/2023	58185	3380	Cintas Corp #2	110202000	86.00
10/23	10/05/2023	58186	157988	Consolidated Communications	110202000	1,167.95
10/23	10/05/2023	58187	158478	CORE Construction Services of Texas, Inc	110202000	252,317.60
10/23	10/05/2023	58188	3930	County Records, Inc	110202000	49.50
10/23	10/05/2023	58189	158560	Express Consulting Service, LLC	110202000	4,100.00
10/23	10/05/2023	58190	158013	Finish Line Fuels (dba)	110202000	17,862.38
10/23	10/05/2023	58191	6080	Fuelman of Oklahoma or	110202000	6,274.85
10/23	10/05/2023	58192	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
10/23	10/05/2023	58193	157846	Lake Region Electric-Telecom	110202000	217.88
10/23	10/05/2023	58194	158388	LawnStars Landscaping, LLC	110202000	2,330.00
10/23	10/05/2023	58195	158383	Macquarie Equipment Capital Inc.	110202000	374.00
10/23	10/05/2023	58196	10580	Mike Palmer	110202000	1,695.20
10/23	10/05/2023	58197	157829	NOPFA Gas/Utilities	110202000	386.50
10/23	10/05/2023	58198	12390	OTA	110202000	69.75
10/23	10/05/2023	58199	13880	Richard Smith	110202000	1,750.00
10/23	10/05/2023	58200	158110	Ritchie, Rock, McBride & Atwood Law Firm	110202000	21.75
10/23	10/05/2023	58201	14360	Sand Tech Screening LLC	110202000	653.74
10/23	10/05/2023	58202	15085	Southern Tire Mart, LLC	110202000	4,912.50
10/23	10/05/2023	58203	158192	Springwater Lawn Care LLC	110202000	2,760.00
10/23	10/05/2023	58204	158179	THA Hospitality, LLC	110202000	11,083.63
10/23	10/05/2023	58205	16510	Total Pest Control	110202000	165.00
10/23	10/05/2023	58206	17510	Waste Management	110202000	24,317.50
10/23	10/12/2023	58207	158045	Ascentis Corporation (Prior- Novatime)	110202000	759.52
10/23	10/12/2023	58208	158503	Associated Supply Co Inc	110202000	6,914.27
10/23	10/12/2023	58209	157971	AT&T Mobility II LLC (CITY HALL)	110202000	1,926.95
10/23	10/12/2023	58210	2490	CDL Electric Co., Inc.	110202000	3,050.00
10/23	10/12/2023	58211	3010	Cherokee County Board of Comm.	110202000	1,361.60
10/23	10/12/2023	58212	3050	Cherokee County Detention	110202000	1,680.25
10/23	10/12/2023	58213	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	199,768.90
10/23	10/12/2023	58214	3880	Cook Construction	110202000	103,835.95
10/23	10/12/2023	58215	158539	Dana Lee	110202000	30.35
10/23	10/12/2023	58216	4520	David's Discount Tires, Inc	110202000	2,198.41
10/23	10/12/2023	58217	4640	Dell Marketing L.P.	110202000	6,252.05
10/23	10/12/2023	58218	4824	Digi Security Systems, LLC	110202000	4,040.00
10/23	10/12/2023	58219	5660	Fastenal Company	110202000	4,232.39
10/23	10/12/2023	58220	6080	Fuelman of Oklahoma or	110202000	5,341.33
10/23	10/12/2023	58221	7530	Holloway, Updike & Bellen, Inc	110202000	4,825.00
10/23	10/12/2023	58222	9400	Lake Region Electric	110202000	2,579.86
10/23	10/12/2023	58223	158388	LawnStars Landscaping, LLC	110202000	420.00
10/23	10/12/2023	58224	11300	Northeast OK Public Facilities	110202000	1,130.62
10/23	10/12/2023	58225	12000	Ok Production Ctr, Inc	110202000	5,000.01
10/23	10/12/2023	58226	157851	One Source Water, LLC	110202000	263.66
10/23	10/12/2023	58227	13810	Rhomar Industries Inc	110202000	2,769.76
10/23	10/12/2023	58228	14360	Sand Tech Screening LLC	110202000	428.00
10/23	10/12/2023	58229	15085	Southern Tire Mart, LLC	110202000	4,009.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/23	10/12/2023	58230	158192	Springwater Lawn Care LLC	110202000	7,275.00
10/23	10/12/2023	58231	15908	Tahlequah Public Facilities Auth	110202000	299,653.35
10/23	10/12/2023	58232	16945	Uline, Inc.	110202000	5,269.71
10/23	10/12/2023	58233	17720	Wheeler Metals, Inc	110202000	1,149.12
10/23	10/19/2023	58244	1230	Arkholia Sand & Gravel	110202000	13,671.36
10/23	10/19/2023	58245	1350	ATC Freightliner Group	110202000	9,925.08
10/23	10/19/2023	58246	2415	Bull Tuff Mud Company Ready Mix	110202000	9,024.00
10/23	10/19/2023	58247	158537	Chronicle Ltd.	110202000	11,408.00
10/23	10/19/2023	58248	4240	D & B Rodgers Construction & Sons LLP	110202000	19,462.00
10/23	10/19/2023	58249	158178	Enterprise Fleet Management, Inc.	110202000	16,473.05
10/23	10/19/2023	58250	158436	EPIC Office Solutions	110202000	340.38
10/23	10/19/2023	58251	6080	Fuelman of Oklahoma or	110202000	4,583.27
10/23	10/19/2023	58252	158079	Glidewell Distributing Co, Inc.	110202000	958.30
10/23	10/19/2023	58253	157846	Lake Region Electric-Telecom	110202000	137.88
10/23	10/19/2023	58254	158388	LawnStars Landscaping, LLC	110202000	1,605.00
10/23	10/19/2023	58255	158509	Littlefield Oil Company	110202000	7,500.00
10/23	10/19/2023	58256	10810	Municipal Court CLEET Acct	110202000	2,735.79
10/23	10/19/2023	58257	12000	Ok Production Ctr, Inc	110202000	6,900.00
10/23	10/19/2023	58258	158530	Rhonda Norris RVT	110202000	350.00
10/23	10/19/2023	58259	14020	Roberts Testing Service	110202000	1,000.00
10/23	10/19/2023	58260	14230	Sadler Paper Supply	110202000	724.89
10/23	10/19/2023	58261	158446	Simplot Turf & Horticulture	110202000	681.68
10/23	10/19/2023	58262	15030	Sooner TV & Electronics	110202000	1,954.00
10/23	10/19/2023	58263	158192	Springwater Lawn Care LLC	110202000	13,525.00
10/23	10/19/2023	58264	16039	T & K Construction	110202000	2,600.00
10/23	10/19/2023	58265	16985	UniFirst Holdings Inc	110202000	293.23
10/23	10/19/2023	58266	17284	VIP Technology Solutions Group, LLC	110202000	42.50
10/23	10/19/2023	58267	158022	VIP Voice Services LLC	110202000	2,972.00
10/23	10/23/2023	58268	13550	Randy Vance	110202000	1,500.00
10/23	10/26/2023	58270	885	Amazon Capital Services, Inc.	110202000	416.05
10/23	10/26/2023	58271	157971	AT&T Mobility II LLC (CITY HALL)	110202000	1,031.11
10/23	10/26/2023	58272	2355	Broken Arrow Electric Supply	110202000	288.00
10/23	10/26/2023	58273	3020	Cherokee County Clerk	110202000	54.00
10/23	10/26/2023	58274	3380	Cintas Corp #2	110202000	85.65
10/23	10/26/2023	58275	158564	Craig Philpott Concrete Construction	110202000	4,000.00
10/23	10/26/2023	58276	4824	Digi Security Systems, LLC	110202000	13,309.46
10/23	10/26/2023	58277	6080	Fuelman of Oklahoma or	110202000	6,032.13
10/23	10/26/2023	58278	6740	Greg's Port-A-Potties	110202000	75.00
10/23	10/26/2023	58279	6825	GT Distributors - Austin	110202000	57,719.46
10/23	10/26/2023	58280	158566	Lucas and Caroline Landaverde	110202000	7,000.00
10/23	10/26/2023	58281	158364	Michael Bates	110202000	4,498.25
10/23	10/26/2023	58282	10920	Muskogee Sand Company, Inc	110202000	1,445.53
10/23	10/26/2023	58283	158530	Rhonda Norris RVT	110202000	350.00
10/23	10/26/2023	58284	14230	Sadler Paper Supply	110202000	121.70
10/23	10/26/2023	58285	158551	Savage & Son Towing	110202000	315.45
10/23	10/26/2023	58286	15900	Tahlequah Printing Co	110202000	75.00
10/23	10/26/2023	58287	15920	TPWA Utilities	110202000	25,934.40
10/23	10/26/2023	58288	17510	Waste Management	110202000	20,730.48
10/23	10/26/2023	58289	17750	Wight Office Machines	110202000	58.47
10/23	10/26/2023	58290	17803	William Marvin Johnson LLC	110202000	206.11
Grand Totals:						1,424,007.31

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

City of Tahlequah Working Fund Investments

as of September 30, 2023

BANK	AMOUNT	PERCENTAGE
Bank Accounts		
Reserve Operating Armstrong	\$2,794,029.68	4.25%
Streets & Sidewalks Armstrong	\$4,603,338.87	4.25%
General Fund Sweep Bank First	\$8,478,497.48	4.93%

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 & Tr Co of Ardmore	\$244,000.00	4.60%	9/21//2029
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
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Synchrony Bk Retail Ctf Dep	\$243,000.00	5.25%	9/22/2025
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			
TOTAL	\$3,861,000.00		

**DUE TO SIZE, P-CARD
STATEMENTS ARE
AVAILABLE IN DIGITAL
FORMAT ON THE CITY
WEBSITE UNDER**

“Government”

“Departments”

“Finance”

**“Monthly Purchase Card
Statement”**

**DUE TO SIZE, FINANCIAL
STATEMENTS ARE
AVAILABLE IN DIGITAL
FORMAT ON THE CITY
WEBSITE UNDER**

“Government”

“Departments”

“Finance”

“Monthly Financial Statement”



Tahlequah City Council
AGENDA ITEM REPORT

Item No. j

Meeting Date 11-06-2023

Initiator Stephen Highers-Councilman Ward 3

Office/Department: Tahlequah Hospital Authority

Item Title

Accept hospital trustees October 2023 report.

Background

THA will now submit written reports each month in an effort to open communication and keep everyone updated on what is happening with our City trust.

Exhibits

Exhibit 1: Report

Funding Source

N/A

Request

Accept Tahlequah Hospital Authority monthly report for October 2023.

MEMORANDUM

DATE: OCTOBER 16, 2023

TO: MAYOR AND COUNCILORS OF THE CITY OF TAHLEQUAH

FROM: NORTHEASTERN HEALTH SYSTEM ADMINISTRATION

RE: MONTHLY REPORT – OCTOBER 2023

I. CMS APPROVES OKLAHOMA MEDICAID MODEL

Oklahoma Managed Medicaid Average Commercial Rate (ACR) model was approved by CMS. Oklahoma hospitals received CMS' response to the Oklahoma Health Care Authority (OHCA) application on September 27th. The first program year commences April 1, 2024 concluding on June 30, 2025.

The initial ACR quarterly payments will be based on current utilization data and reconciled to make adjustment settlements that exceed 5%. OHCA intends to release the full model in the near future to provide insights into the interim direct payments that each hospital can expect to receive.

II. CARF ACCREDITATION

The Northeastern Health, System addiction resource center received official notice of CARF accreditation based on its recent survey. NHS is an opioid treatment program for adults. Accreditation will extend through September 30 of 2026. According to CARF International, *this achievement is an indication of the organizations dedication and commitment to improving the quality of lives of the persons served. "NHS services, personnel and documentation clearly indicate and establish a pattern of conformance to the standards."* Dr. Brian Boone, president CEO of CARF said, "NHS should take pride in achieving this high level of accreditation" and encourages us to make our accreditation known throughout the community. Join me in congratulating the leadership and staff of the NHS addiction resource center

III. TAHLEQUAH HOSPITAL FOUNDATION

The quarterly Tahlequah Hospital Foundation meeting was held on October 5, 2023. More than 20 members attended to review routine reports and plan for 2023/2024 giving. Approximately \$200,000 is budgeted for the upcoming fiscal year. The Foundation continued its pledge to provide scholarships to current and future NHS employees, cancer patient assistance funds, employee wellness funds and employee assistance funds.

The Foundation is joining the hospital to help celebrate 50 years of the Tahlequah Hospital Authority, which was founded in June 3, 1974. The feature event of the celebration will be held March 29, 2024, the annual Hearts of Gold Gala.

IV. CARE LEARNING

For nearly 20 years, Northeastern Health System has benefited from Care Learning, a web-based online educational tool. This cost effective learning solution ensures up to 1,300 employees have required regulatory training, as well as access to hundreds of other healthcare related courses that can be customized to the facility. NHS currently provides 21 non-clinical and 28 clinical courses.

Additionally, we can create an unlimited number of facility specific courses and manage instructor lead meetings. Most importantly NHS can track and report with just a few clicks in the system. The annual expense is under \$20,000 due in-part to a three year agreement as a preferred partner.

V. PEOPLE

A. MEDICAL STAFF

1. Recruitment
 - a. Leah Humphrey, D.O., Ear, Nose, & Throat –Agreement
 - b. Matthew Reddick, D.O., Hospitalist – Letter of Intent
 - c. Tina Taylor, APRN, Nephrology – Letter of Intent
 - d. Diego Humphrey, M.D., Cardiology- Agreement Renewal

B. HOSPITAL STAFF

1. Benefit Memo – It's time for employee benefit renewal for 2024. Employees will have the entire month to renew or add benefits online through the UKG. Vision and dental saw no increase for 2024.
2. Health Fair – October 5th & 6th NHS held a Health Fair for employees. 51 employees attended and 47 flu shots were given.
3. Recognition
 - a. October Employee of the Month – April Ward, Clinical Informatics Analyst, Decision Support.
 - b. October Rookie of the Month – Erica Mederos, RN, CVICU
 - c. Director of Awesomeness – Brian Hightree, RN, Cath Lab

VI. QUALITY

A. SAFETY

1. Medication Scanning – The report for August detailed 96% of patient medications scanned at the bedside. The national standard is 95%.

B. QUALITY IMPROVEMENT

1. CMS STAR RATING – NHS has a three star facility for both care quality and the patient experience. Patient experience rating changed in early October joining the quality rating reported earlier this year.
2. NHS submitted two projects for consideration for the OHA Excellence in Quality Award: Mobility Initiative and Inpatient Hyperglycemia Management. These awards recognize measurable success in improving quality and patient outcomes in a clinical area through sustained implementation of an evidence-based patient care initiative in Oklahoma hospitals implemented within the timeframe of calendar year 2020 to the present

VII. SERVICE

A. PROJECTS

1. Equipment
 - a. High Sensitivity Troponin go live was Oct. 2nd.
2. Construction & Plant Operations
 - a. Duct work has been installed and completed in Medical Park building.
 - b. Medical Office Building main corridors HVAC had compressor and inverter board replaced.
 - c. ED heat exchanger and pump were replaced.

- d. Hospital sprinkler system tested “Good” at 41 psi, required 38.6.
- e. New sliding front door on Medical Office Building.
- f. Replaced a vacuum motor for the hospital medical vacuum system.

VIII. GROWTH

A. MEDIA

1. Cyrano Media Production – After the contract was executed, the Cyrano team will be onsite on December 7th to inservice NHS staff, record a number of videos and “b” roll footage. Video footage will include patient and employee education, employee recognition, social media, physician practice and residency promotion, as well as gala production videos are slated to be recorded.
2. Social Media & Internet Presence
 - a. Facebook – From Aug. 2 to Sept. 25, Ads/Posts reached 11,229 people with 3,438 post engagements.
 - i. Sepsis Campaign postings – 3,478 views
 - ii. Stroke Support Group – 526 views
 - iii. Blood Drive – 1,818 views
 - iv. SAMHSA – 451 views
 - v. Mammography Special – 4,690 views
 - vi. Dr. Edith Lubin flyer – 1,892 views
 - vii. Dr. Lana Myers flyer – 1,735 views
 - b. Web Site Traffic – From Aug. 28 to Sept. 25, nhs-ok.org site traffic recorded 6,644 sessions with 1,360 direct engagements. Google was the top search engine utilized with 4,362 engagements.

B. EVENTS

1. Employee Health Fair took place on Oct. 4-5.
2. Employee Fall Picnic was on Oct. 3.
3. Employee Engagement Committee: Employee chili cook-off is scheduled for Oct. 19
4. NHS and the Tahlequah BEST Community Coalition are hosting a National Prescription Drug Take Back event scheduled from 10 a.m. to 2 p.m. on Oct. 28 in the NHS parking lot



Tahlequah City Council AGENDA ITEM REPORT

Item No. k

Meeting Date 11-06-2023

Initiator Whitney Shaw

Office/Department: Administration

Item Title

Approve the **2024 Meeting Schedules** for the following Boards, Committees, Trusts, etc. to be submitted to the Oklahoma Secretary of State: Abatement Board, Airport Board, Board of Adjustment, Cemetery Board, Historic Preservation Board, Joint Airport Zoning Board, Planning Commission, Tahlequah City Council, Tahlequah Education Facilities Authority, Tahlequah Hospital Authority, Tahlequah Public Facilities Authority, and Tahlequah Regional Development Authority.

Background

Per the OK Open Meeting Act, all meetings of public bodies, except for executive sessions of the State Banking Board and Ok Savings & Loan Board, shall be preceded in advance public notice specifying the time and place of each such meeting to be convened as well as the subject matter or matters to be considered at such meeting

Exhibits

#1 Abatement Board Meeting Schedule	#7 Planning Commission
#2 Airport Board Meeting Schedule	#8 Tahlequah City Council
#3 Board of Adjustment	#9 Tahlequah Education Facilities Authority
#4 Cemetery Board	#10 Tahlequah Hospital Authority
#5 Historic Preservation Board	#11 Tahlequah Public Facilities Authority
#6 Joint Airport Zoning Board	#12 Tahlequah Regional Development Authority

Request: Approve as part of Consent Agenda

Abatement Board

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
	Monday, January 8, 2024	4:00 p.m.	Council Chambers
	Monday, February 5, 2024	4:00 p.m.	Council Chambers
	Monday, March 4, 2024	4:00 p.m.	Council Chambers
	Monday, April 1, 2024	4:00 p.m.	Council Chambers
	Monday, May 6, 2024	4:00 p.m.	Council Chambers
	Monday, June 3, 2024	4:00 p.m.	Council Chambers
	Monday, July 1, 2024	4:00 p.m.	Council Chambers
	Monday, August 5, 2024	4:00 p.m.	Council Chambers
	Monday, September 9, 2024	4:00 p.m.	Council Chambers
	Monday, October 7, 2024	4:00 p.m.	Council Chambers
	Monday, November 4, 2024	4:00 p.m.	Council Chambers
	Monday, December 2, 2024	4:00 p.m.	Council Chambers

Whitney Shaw, City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(1st Monday except January & September)

Airport Board

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 2100 Airport Parkway, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Thursday,	January 18, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	February 15, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	March 21, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	April 18, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	May 16, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	June 20, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	July 18, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	August 15, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	September 19, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	October 17, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	November 21, 2024	5:30 p.m.	Tahlequah Airport
Thursday,	December 19, 2024	5:30 p.m.	Tahlequah Airport

Whitney Shaw

City Clerk

111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ on _____, 2023.

Signed: _____

Whitney Shaw, City Clerk

(3RD THURSDAY)

Board of Adjustment

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
	Tuesday, January 30, 2024	4:00 p.m.	Council Chambers
	Tuesday, February 27, 2024	4:00 p.m.	Council Chambers
	Tuesday, March 26, 2024	4:00 p.m.	Council Chambers
	Tuesday, April 30, 2024	4:00 p.m.	Council Chambers
	Tuesday, May 28, 2024	4:00 p.m.	Council Chambers
	Tuesday, June 25, 2024	4:00 p.m.	Council Chambers
	Tuesday, July 30, 2024	4:00 p.m.	Council Chambers
	Tuesday, August 27, 2024	4:00 p.m.	Council Chambers
	Tuesday, September 24, 2024	4:00 p.m.	Council Chambers
	Tuesday, October 29, 2024	4:00 p.m.	Council Chambers
	Tuesday, November 26, 2024	4:00 p.m.	Council Chambers
	Tuesday, December 17, 2024	4:00 p.m.	Council Chambers

Whitney Shaw
City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at ____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(Last Tuesday of each month except for December)

Cemetery Board

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Thursday,	January 18, 2024	3:00 p.m.	Council Chambers
Thursday,	April 18, 2024	3:00 p.m.	Council Chambers
Thursday,	July 18, 2024	3:00 p.m.	Council Chambers
Thursday,	October 17, 2024	3:00 p.m.	Council Chambers

Whitney Shaw

City Clerk

111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ on _____, 2023.

Signed: _____

Whitney Shaw, City Clerk

(3rd Thursday every 3rd month)

Historic Preservation Board

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
	Monday, January 22, 2024	3:30 p.m.	Council Chambers
	Monday, February 26, 2024	3:30 p.m.	Council Chambers
	Monday, March 18, 2024	3:30 p.m.	Council Chambers
	Monday, April 15, 2024	3:30 p.m.	Council Chambers
	Monday, May 20, 2024	3:30 p.m.	Council Chambers
	Monday, June 17, 2024	3:30 p.m.	Council Chambers
	Monday, July 15, 2024	3:30 p.m.	Council Chambers
	Monday, August 19, 2024	3:30 p.m.	Council Chambers
	Monday, September 16, 2024	3:30 p.m.	Council Chambers
	Monday, October 21, 2024	3:30 p.m.	Council Chambers
	Monday, November 18, 2024	3:30 p.m.	Council Chambers
	Monday, December 16, 2024	3:30 p.m.	Council Chambers

Whitney Shaw
City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(3rd Monday except January & February)

Joint Airport Zoning Board

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 2100 Airport Parkway, Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
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“AS CALLED”

Whitney Shaw

City Clerk

111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ on _____, 2023.

Signed: _____

Whitney Shaw, City Clerk

(“AS CALLED”)

Planning Commission

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
	Tuesday, January 30, 2024	3:00 p.m.	Council Chambers
	Tuesday, February 27, 2024	3:00 p.m.	Council Chambers
	Tuesday, March 26, 2024	3:00 p.m.	Council Chambers
	Tuesday, April 30, 2024	3:00 p.m.	Council Chambers
	Tuesday, May 28, 2024	3:00 p.m.	Council Chambers
	Tuesday, June 25, 2024	3:00 p.m.	Council Chambers
	Tuesday, July 30, 2024	3:00 p.m.	Council Chambers
	Tuesday, August 27, 2024	3:00 p.m.	Council Chambers
	Tuesday, September 24, 2024	3:00 p.m.	Council Chambers
	Tuesday, October 29, 2024	3:00 p.m.	Council Chambers
	Tuesday, November 26, 2024	3:00 p.m.	Council Chambers
	Tuesday, December 17, 2024	3:00 p.m.	Council Chambers

Whitney Shaw
City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____

Whitney Shaw, City Clerk

(Last Tuesday except December)

Tahlequah City Council

2024 Calendar Year Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
	Tuesday, January 2, 2024	5:30 p.m.	Council Chambers
	Monday, February 5, 2024	5:30 p.m.	Council Chambers
	Monday, March 4, 2024	5:30 p.m.	Council Chambers
	Monday, April 1, 2024	5:30 p.m.	Council Chambers
	Monday, May 6, 2024	5:30 p.m.	Council Chambers
	Monday, June 3, 2024	5:30 p.m.	Council Chambers
	Monday, July 1, 2024	5:30 p.m.	Council Chambers
	Monday, August 5, 2024	5:30 p.m.	Council Chambers
	Tuesday, September 3, 2024	5:30 p.m.	Council Chambers
	Monday, October 7, 2024	5:30 p.m.	Council Chambers
	Monday, November 4, 2024	5:30 p.m.	Council Chambers
	Monday, December 2, 2024	5:30 p.m.	Council Chambers

Whitney Shaw
City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(1st Monday except January & September)

Tahlequah Education Facilities Authority

2023 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Monday,	June 3, 2024	5:00 p.m.	Council Chambers
Monday,	December 2, 2024	5:00 p.m.	Council Chambers

Whitney Shaw
City Clerk
111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(1st Monday June & December)



**Tahlequah Hospital Authority
has established the following schedule for their
Regular Board of Trustees Meetings for CY2024:**

January 8, 2024

February 12, 2024

March 11, 2024

April 8, 2024

May 13, 2024

June 10, 2024

July 8, 2024

August 12, 2024

September 9, 2024

October 14, 2024

November 11, 2024

December 9, 2024

All meetings will be held at 4:00 pm at
Northeastern Health System, Medical Office Building
Second Floor-Gary Harrington Memorial Boardroom
1373 E. Boone St, Tahlequah, OK 74464

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, a true and correct copy of the above and foregoing Notice was filed with my office and posted at the place of meeting indicated within such certificate at _____ a.m./p.m., on the _____ day of November, 2023 as is required.

City of Tahlequah Representative

Tahlequah Public Facilities Authority

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 111 S. Cherokee Tahlequah, OK 74464 and/or videoconference and/or teleconference access, as allowed by law. Instructions for videoconference and/or teleconference access will be provided for each meeting in which it is enabled.

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Monday,	June 3, 2024	5:15 p.m.	Council Chambers
Monday,	December 2, 2024	5:15 p.m.	Council Chambers

Whitney Shaw

City Clerk

111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____am on _____, 2023.

Signed: _____

Whitney Shaw, City Clerk

(1st Monday June & December)

Tahlequah Regional Development Authority

2024 Calendar Year

Schedule of Regular Meetings

Meeting Location: 123 E Delaware St, Tahlequah, OK 74464

<u>Day</u>	<u>Date</u>	<u>Time</u>	<u>Place</u>
Tuesday,	January 9, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	February 13, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	March 12, 2024	4:00 pm	TACC Boardroom
Tuesday,	April 9, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	May 13, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	June 11, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	July 9, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	August 13, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	September 10, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	October 8, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	November 12, 2024	4:00 p.m.	TACC Boardroom
Tuesday,	December 10, 2024	No Meeting	TACC Boardroom

Whitney Shaw

City Clerk

111 S. Cherokee, Tahlequah, OK 74464

Filed in the office of the Municipal Clerk at _____ am on _____, 2023.

Signed: _____
Whitney Shaw, City Clerk

(2nd Tuesday except for December)



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 1
Meeting Date 11/6/23
Initiator Suzanne Myers
Office/Department: Mayor

Item Title

Appoint/Approve Chris Pruitt to the Cemetery Board.

Background

Exhibits

Founding Source

Request



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 12
Meeting Date 11/6/23
Initiator Suzanne Myers
Office/Department: Mayor

Item Title

Appoint/Approve Jill Taylor to the Cemetery Board.

Background

Exhibits

Founding Source

Request



Tahlequah City Council
AGENDA ITEM REPORT

Item No. n

Meeting Date 11/06/2023

Initiator Ray Hammons

Office/Department Compliance

Item Title

Consent Agenda Items:

1. To approve the budget amendment for Donations Received in current year and prior year unbudgeted carryover in the Restricted Donation Fund #425.

Background

Donors have provided funding specifically for the City of Tahlequah Animal Shelter. The carryover from prior year and donations received in the current year are being appropriated in order to expend the funds.

Exhibits

Exhibit 1 – Budget Amendment

Funding Source

Donations Received and Prior Year Carryover Unbudgeted.

Request

Approval as part of Consent Agenda

CITY OF



BUDGET AMENDMENT FORM

Fund: 425 RESTRICTED DONATIONS

Amendment #: 3

Fiscal Year: 2023-2024

<u>Account#</u>	<u>Account Name</u>	<u>Estimated Revenue</u>		<u>Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
425-50-1003	ANIMAL SHELTER EXP	\$8,277.66		\$8,277.66	
425-46-1002	ANIMAL SHELTER DON	\$8,277.66		\$8,277.66	
	TOTALS	\$16,555.32	\$	\$16,555.32	
		=====	=====	=====	=====

To amend the budget for prior year carryover balance and donations in current fiscal year. See attached reconciliation.

Date approved by City Administrator & Signature

Date _____

Date approved by Governing Body & Signature

Date _____

Account Number	Title	Debit Amount	Credit Amount
RESTRICTED DONATIONS			
425-100000	CASH - COMBINED FUND	2,422,929.95	
425-300100	FUND BALANCE		136,207.44-
425-46-1002	ANIMAL SHELTER DONATIONS		7,753.72-
425-46-1004	POLICE - CN DONATION		45,000.00-
425-46-3000	FIRE DEPT - CN - FIRE TRUCK		2,253,500.00-
425-50-1003	ANIMAL SHELTER	2,529.50	
425-50-2000	POLICE - CN EQUIPMENT	17,001.71	
Total RESTRICTED DONATIONS:		2,442,461.16	2,442,461.16-
Net Income:			2,286,722.51-

0.00

7,753.72
2,529.50
5,224.22

0.00

8,961.16
2,529.50
6,431.66

Account Inquiry - Transactions

Periods: 07/21 - 14/23

Account: 425-46-1002 ANIMAL SHELTER DONATIONS

City of Tahlequah

10/25/2023

Page: 1

Period	Date	Journal	Reference	Description	Amount
06/22	06/24/2022	CR	8001495.0001	Rabbit Clinic City Animal Shelter - Tim Synar	(1,207.44)
08/22	08/15/2022	CR	8002069.0001	Restricted Donations - Tim M Synar	(544.88)
09/22	09/13/2022	CR	8002232.0001	Donation - rabies clinic - Tim Synar	(770.24)
11/22	11/30/2022	JE	30.0002	TO CORRECT POSTING	(1,438.60)
04/23	04/28/2023	CR	4023212.0001	Animal Shelter Donation - Tim Synar	(3,000.00)
06/23	06/05/2023	CR	4023602.0001	Animal Shelter Donation - Tim Synar	(2,000.00)
					8,961.16-

Account Inquiry - Transactions

Periods: 07/21 - 14/23

Account: 425-50-1003 ANIMAL SHELTER

City of Tahlequah

10/25/2023

Page: 1

Period	Date	Journal	Reference	Description	Amount
09/22	09/26/2022	CR	8002343.0001	Sallisaw - Tim M. Synar	(1,638.60)
10/22	09/30/2022	AP	152.0001	Tim M Synar	200.00
11/22	11/30/2022	JE	30.0001	TO CORRECT POSTING	1,438.60
13/23	06/30/2023	AP	44.0001	Rhonda Norris RVT	529.50
13/23	06/30/2023	AP	45.0001	Chris Bellinger DVM, LLC	2,000.00
					2,529.50

Period	Date	Journal	Reference	Description	Amount
06/22	06/24/2022	CR	8001495.0001	Rabbit Clinic City Animal Shelter - Tim Synar	(1,207.44)
08/22	08/15/2022	CR	8002069.0001	Restricted Donations - Tim M Synar	(544.88)
09/22	09/13/2022	CR	8002232.0001	Donation - rabies clinic - Tim Synar	(770.24)
11/22	11/30/2022	JE	30.0002	TO CORRECT POSTING	(1,438.60)
04/23	04/28/2023	CR	4023212.0001	Animal Shelter Donation - Tim Synar	(3,000.00)
06/23	06/05/2023	CR	4023602.0001	Animal Shelter Donation - Tim Synar	(2,000.00)
07/23	07/10/2023	AP	31.0001	Tim M Synar	1,770.00
07/23	07/31/2023	JE	15.0002	POSTING ERROR CORRECTION	(346.00)
07/23	07/31/2023	JE	15.0004	POSTING ERROR CORRECTION	(1,770.00)
08/23	08/14/2023	CR	124351.0001	Vaccine Stipend Donation - Petco Love	(4,050.00)
08/23	08/17/2023	CR	124389.0001	Animal Shelter Donation - Tim Synar	(2,000.00)
08/23	08/21/2023	CR	24435.0001	Animal Shelter Donation - Tim Synar	(1,500.00)
09/23	09/27/2023	CR	24781.0001	Animal Shelter Donation - Tim Synar	(1,500.00)
10/23	10/05/2023	CR	2.0002	TRAN	(5,250.00)
					23,607.16

1,500.00+
 346.00+
 1,546.00+
 0.00
 1,046.00+
 6,431.66+
 8,277.66+
 0.00

Transaction type: Actual

Comprehensive Purchasing Manual Policy & Procedures define the requirements for grant administration and compliance as per state and federal law.

H. DONATIONS, GIFTS AND FUNDRAISING ACTIVITIES

All donations provided to the City shall be presented to the City Council for approval. If no terms or conditions are attached to the donation, the Administration will prepare a summary of the funding source and recommended use of proceeds for City Council approval.

1. Substantial Gifts

The City of Tahlequah seeks to recognize donors who, through a distinguished effort or substantial financial gift, wish to support a City facility or structure. For example, structures may include pavilions, shelters, plazas, real estate to be used for parks, trails or open space, interpretive areas, or active recreation; or other large-scale projects as discussed with the Advisory Boards and City Council. The following guideline will be used for recognizing donations for amenities or projects, in addition to defining the period in which the donation or gift will be received by the City. For the purposes of this policy, "Substantial Financial Gift" is defined as at least 50% of the estimated cost of: 1) New construction, remodeling, or renovation 2) Developing a new real property, such as park buildings, structures, or real estate 3) Replacement of an existing, unnamed facility or landmark that requires substantial renovation at the time of the gift.

2. Donation Funded Projects

The City of Tahlequah will review projects that are proposed by private individuals or groups, where the project funding source will come from donations collected by the individual or group, (e.g. trees, park benches and other equipment or fixtures) on a case-by-case basis. The Administration will review the donation project with the City Treasurer prior to City Council acceptance and oversee the donation funded projects per The Comprehensive Purchasing Manual Policy & Procedures.

3. Fundraising Activities

All City of Tahlequah fundraising activities must have prior approval from City Council. Solicitation under certain promises prohibited. For more information refer to Oklahoma State Statute 18 O.S (§18-553.1)



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 0
Meeting Date 11/06/2023
Initiator Kevin Smith
Office/Department: Street Department

Item Title

Approve, approve with modification, or deny the purchase under State Contract #SW035T & SW106 (1) Freightliner 108SD Dump Truck with 15' Dump, for the amount of \$139,497.00.

Background

This purchase is a budgeted item out of the Capital Improvement Fund.

Exhibits

State contract
Purchase Order
Ordinance 1358-2023

Funding Source

Capital Budget that was approved for 2023-2024 budget. \$143,504.00 was set aside for this purchase. 210-50-8502

Request

Approval as part of the consent agenda.

PURCHASE ORDER

CITY OF TAHLEQUAH

111 S CHEROKEE
TAHLEQUAH OK 74464
PHONE: 918-456-0651 FAX: (918) 458-9589

THIS ORDER
NUMBER
MUST APPEAR # 85137
ON YOUR
INVOICE

Job #

ISSUED TO: 1350
ATC FREIGHTLINER GROUP
dba Premier Truck Group
PO BOX 840827
DALLAS TX 75284-0827

SHIP TO: CITY OF TAHLEQUAH
111 S CHEROKEE

COPY

Department: CAPITAL IMPROVEMENT FUND

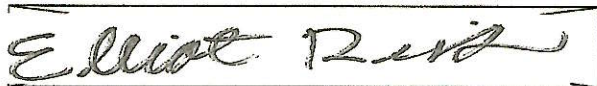
SHIPPING: FOB DESTINATION

CONTACT: RWHITE

PURCHASE ORDER DATE: 08/24/2023

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
499507	1.00	State Contract Pricing - SW035T & SW106 - Bud			210-50-8502
499507	1.00	Freightliner 108 SD Dump Truck with 15' Dump	139,497.00	139,497.00	210-50-8502

TOTAL 139,497.00



PURCHASING AGENT

08/24/2023

DATE



ENCUMBERING OFFICER

08/24/2023

DATE

RECEIVED BY

DATE

I hereby approve the issuance and encumbrance of this purchase order.

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

COPY

This Amendment B is incorporated into and made part of the agreement entered between OMES and Penske Commercial Vehicles US, LLC dba Premier Truck Group

State Contract: SW035T Feb 7, 2022 to Feb 6, 2023

Based on an announcement received from Daimler Trucks North America on April 19, 2022, all model year 2023 units will be subject to an additional surcharge for any units scheduled to build after May 30th. The details of the surcharges are below;

Models	Total MY23 Surcharge (as of January 1 st , 2022)	Additional Surcharge	Total MY23 Surcharge As of May 30 th , 2022
Cascade [®] /5700	\$4,200	\$5,700	\$9,900
4700/474/4900/494/12250/4900	\$4,500	\$5,800	\$10,300
M2100/112 & 104/11/50	\$2,900	\$3,800	\$6,700

*Includes EL300000

** indicates schedule build date

Pricing does not include federal excise, sales, use or other taxes or any tag, doc or title fees which shall be paid by OMES

Updated pricing for MY2023 units including surcharges referenced above are included in each spec type.

ACKNOWLEDGEMENT

Company: Premier Truck Group

Company: OMES

Signature: Ryan Woodard

Signature: Don Sivard

Title: New Truck Sales Manager

Title: State Purchasing Director

Date: 5/3/2022

Date: 5/3/2022

Tim Tuck

DAIMLER TRUCK
North America

April 19, 2022

To: All Freightliner & Western Star Dealers (US/CAN)

Subject: CY22/MY23 Pricing Surcharge Update – Freightliner & Western Star

Dear Dealer Partners,

As discussed with you yesterday, the continued challenging global and domestic economic conditions have made it necessary for Daimler Truck North America (DTNA) to implement an additional pricing surcharge on all MY23 Freightliner & Western Star trucks (details below). Increases are in addition to the \$2,900 - \$4,500 Total MY23 Surcharge announced in December 2021 for CY22/MY23 units.

This new surcharge will be applied on CY22 units with a schedule build date starting May 30th, 2022. Units with a schedule build date on or before May 29th, 2022 are price protected and will not be impacted by the newly updated surcharge.

DTNA is committed to release MY24 Pricing in Q3/2022.

Below are the updated Model Year 2023 Pricing Surcharge Details:

Values in USD

Models	Total MY23 Surcharge (as of January 1 st , 2022)	Additional Surcharge	Total MY23 Surcharge As of May 30 th *, 2022
Cascadia*/5700	\$4,200	\$5,700	\$9,900
4700/47X/4900/49X/122SD/6900	\$4,500	\$5,800	\$10,300
M2106/112 & 108/114SD	\$2,900	\$3,800	\$6,700

**Includes eCascadia*

*** Indicates schedule build date*

John O'Leary
President & CEO

David Carson
SVP Sales & Marketing

COPY

85137

PREMIER TRUCK GROUP TULSA

5104 West 60th Tulsa Oklahoma 74107-8816
(800) 725-5312 (918) 445-5300

CUSTOMIZED PRODUCT PRICING SUMMARY

END USER: City of Tahlequah
CONTACT: Buddy Harris
PHONE: 918-456-4661
FAX:
EMAIL: wharris@tahlequah.gov

ATC REP: Mike Sartin
DIRECT LINE 918-447-4038
MOBILE: 918-260-0246
FAX: 918-445-5388
EMAIL: msartin@premiertruck.com

CONTRACT NAMESTATEWIDE TRUCK**PRODUCT DESCRIPTION**Freightliner 108 SD+ 15' Dump Truck 2024**DATE**8/23/2023**BID SERIES**SW035T SW106**A. BASE PRICE**\$101,908.00**B. PUBLISHED OPTIONS (Itemized Below)**

CODE	DESCRIPTION	BID PRICE
1	Increase HP to 350	1,068.00
2	16,000 LB Front Springs	1,761.00
3	Increase to 120" CA	441.00
4	40k rear axle w/Articulating susp	732.00
5	Tilt & Cruise	425.00
6	Visor over Windshield	195.00
7	Tire Inflator Tool	125.00
8	Tires for 16k Front Axle	485.00
9	Front Tow Hooks	75.00
10	Air and Electric Towing Provisions	918.00
11		0.00
12		
13		
14		
15		

CODE	DESCRIPTION	BID PRICE
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

TOTAL OF PUBLISHED OPTIONS: \$6,225.00**C. OFF- MENU OPTIONS**

CODE	DESCRIPTION	BID PRICE
1	Driver Controlled Diff Locks	948.00
2		0.00
3		0.00
4		0.00
5		0.00
6		0.00
7		0.00

CODE	DESCRIPTION	BID PRICE
8	15' Hilbitt Dump Bed with Electric Tarp,	
9	Double acting tailgate, Sch 80 dump	
10	apron, 1/4" AR 450 Floor, Strokes	
11	Pintle Hitch and Chlp Bar with In cab	0.00
12	controls	30,016.00
13		
14		

TOTAL OF OFF- MENU OTPTIONS: \$30,964.00**D. ESTIMATED 6% PRICE INCREASE FOR CY2024 ORDERS:****E. DELIVERY CHARGES:**Miles:

@

 Per Mile**F. TOTAL OF A, B, C, D, E:****G. QUANTITY ORDERED:**1**H. ADMINISTRATIVE FEE:****I. NON-EQUIPMENT CHARGES & CREDITS:****J. TOTAL PURCHASE PRICE INCLUDING FEES, CHARGES, & CREDITS:**\$0.00\$0.00\$139,097.00\$139,097.00\$400.00\$139,497.00

vendors by the Purchasing Agent and with the approval of the City Administrator.

4. Purchases exceeding Fifty Thousand Dollars (\$50,000.00) will be purchased after giving an opportunity for competitive bidding in accordance with Section 7-903.

B. The Mayor shall develop such administrative policies necessary for said purchase to ensure efficient and economical purchasing practices.

C. Splitting purchases is the practice of issuing multiple purchase orders for a single purchase with the intent to circumvent the requirements of this chapter. Splitting purchase will not be tolerated. Any officer, agent or employee of the city who willfully and knowingly violates the provisions of this chapter shall be guilty of misconduct and shall be subject to removal from office or employment.

Section 7-903. Competitive Purchasing Procedure

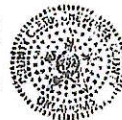
A. The Purchasing Agent may purchase the following without giving an opportunity for competitive bidding:

1. Supplies, materials, equipment or contractual services whose cost does not exceed Fifty Thousand Dollars (\$50,000.00) in a single transaction;
2. Supplies, materials, equipment or contractual services which can be furnished only by a single dealer, or which has a uniform price wherever bought;
3. Supplies, materials, equipment or contractual services purchased from another unit of government at a price deemed below that obtainable from private vendors, including war surplus;
4. Supplies, materials, equipment, or contractual services when purchased at a price not exceeding a price set therefor by the state purchasing agency or any other state agency authorized to set prices for things purchased by the state, provided, any purchase through the state purchasing agency under this paragraph in excess of Fifty Thousand Dollars (\$50,000.00) in a single transaction shall be approved by the city council;
5. Supplies, materials, equipment, or contractual services whose purchase is necessary for the immediate preservation of the peace, health, or safety under Section 7-905;
6. Professional service contracts; and
7. Utility services (gas, electricity, telephone services, etc.) purchased from the public utility corporation at a price or rate determined by the state corporation commission or other government agency.

B. For the procurement of supplies, materials, equipment and/or services valued in excess of Fifty Thousand Dollars (\$50,000.00) in a single transaction, except as provided in subsection (C) of this section, the following formal bids and awards are hereby adopted and authorized:

1. The Purchasing Agent shall prepare an invitation for bids packet, containing, among other things:
 - a. Written specifications of the supplies, materials, equipment and services to be procured;
 - b. Deadline for receipt of bids;
 - c. Bid opening date;
 - d. Required bidder's qualifications, if any;

1-2023-004745 Book 1387 Pg 105
07/03/2023 1:08pm Pg 0102-0107
Fee \$28.00 Doc: \$0.00
Ceryl Trammel - Cherokee County Clerk
State of OK



Report Criteria:

Requisition statuses included: Approved, Cancelled, Pending

Requisition.Requisition Number = 499507

Requisition Number	Requisition Date	Vendor Name	PO Number	Status	Last Modified Date	Requisition Total	Created by
499507	08/24/2023	ATC Freightliner Group	85137	Approved	08/24/2023	139,497.00	streetsec



Tahlequah City Council AGENDA ITEM REPORT

Item No. p

Meeting Date 11-06-2023

Initiator Chris Armstrong

Office/Department: Solid Waste Department

Item Title

Purchase M2 106 Plus Chassis from Premier Truck Group on State Contract. \$123,068.00

Background

The Solid Waste Department has done research and spoke with other trash department around the state. We want to buy a single chassis and refurb our packer bodies. The body is in great condition with little repairs it can be brand new.

260,000.00 (New truck/body)

\$123,068 + \$30,000 = \$153,068 (New chassis/refurb body)

Save around \$106,932.00

Exhibits

Exhibit 1- Pricing sheet

Founding Source

GL account 115658701 Equipment Reserve

Request

Prepared for:
CHRIS ARMSTRONG
TAHLEQUAH CITY OF
111 S CHEROKEE
TAHLEQUAH, OK 74107
Phone: 918-831-1957

Prepared by:
Mike Sartin
PREMIER TRUCK GROUP OF
TULSA
5104 W. 60TH STREET
TULSA, OK 74107
Phone: 918-445-5300 ext 4061

QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600
GOV RPM, 1050 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
HENDRICKSON HAULMAAX EX 46,000# REAR
SUSPENSION
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE

18,000# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
5800MM (228 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE PER SW035T	TOTAL # OF UNITS (1)	\$ 111,568	\$ 111,568
EXTENDED WARRANTY		\$ 11,500	\$ 11,500
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 123,068	\$ 123,068
TAXES AND FEES			
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
TRADE-IN			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 123,068	\$ 123,068

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.





Tahlequah City Council AGENDA ITEM REPORT

Item No. q, r, s, t, and u

Meeting Date 11/06/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

Consent Agenda:

- To hire Francisco Federico as a Collector in the Solid Waste Department at \$33,000 annually, effective November 7, 2023.
- To hire Jonkade Pitner as a Driver in the Solid Waste Department at \$39520 annually, effective October 11, 2023.
- To accept the resignation from Marlena Montes, PT Laborer in the Parks and Recreation Department, effective October 30, 2023.
- To accept the resignation from Steve Young, Assistant Police Chief in the Police Department (retirement), effective October 31, 2023.
- To accept the resignation from Chris Smith, Patrolmen in the Police Department (retirement), effective November 3, 2023.

Background

Exhibits

Founding Source

Request



Tahlequah City Council
AGENDA ITEM REPORT

Item No. v

Meeting Date 11-6-2023

Initiator Nate King

Office/Department: Chief of Police

Item Title

Promotion of Dexter Scott to Assistant Chief of Police

Background

Steve Young has retired creating a vacant Assistant Chief of Police position.

Exhibits

Funding Source

Current police department budget

Request

Discussion and possible action to promote Dexter Scott from Lieutenant to Assistant Chief of Police and set his salary at \$74,469 annually.



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 5

Meeting Date 11/06/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

Announcements and Presentations:

- Robert Sturm, 5 yrs. Street Department
- Brian Alexander, 5 yrs. Parks and Recreation Department

Background

Exhibits

Founding Source

Request



Tahlequah City Council AGENDA ITEM REPORT

Item No. 7

Meeting Date 11-06-2023

Initiator Casey Baker/JT Hammons

Office/Department: Fire Department/City Attorney

Item Title

First Reading Only of Ordinance No. 1372-2023, an Ordinance amending the Tahlequah City Code, Chapter 13-1, Fire Prevention by updating and making changes through the adoption of the 2018 International Fire Code.

Background

The 2018 International Fire Code has been adopted by the State of Oklahoma and we are trying to stay up-to-date with the State.

Exhibits

Exhibit 1: Ordinance No. 1372-2023

Funding Source

N/A

Request

N/A-1st Reading of Ordinance

ORDINANCE NO. 1372-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 13, PUBLIC SAFETY; CHAPTER 13-1, FIRE PREVENTION; BY UPDATING AND MAKING CHANGES TO VARIOUS INTERNATIONAL CODES; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AMENDATORY. Chapter 13-1 of Part 13 of the Tahlequah City Code is hereby amended to read as follows:

Section 13-101 Adoption of International Fire Code.

A certain document, one copy of which is on file in the Office of the Fire Chief, being marked and designated as "~~the 2015 International Fire Code~~" ~~as published by the International Code Council~~ the 2018 International Fire Code as adopted and amended by the Oklahoma Uniform Building Code Commission including Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, and Appendix I, be and is hereby adopted as the Fire Code of the Code of ordinances of the City of Tahlequah in the State of Oklahoma; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Fire Code, are hereby referred to, adopted and made a part hereof as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 13-102 of this chapter.

Section 13-102 Additions, Insertions, and Changes.

Additions, insertions and changes to the Fire Code shall be as made by the City from time to time. The fire code adopted by Section 13-101 is hereby amended as forth in the following paragraphs:

- (a) Subsection 101.1 is amended by inserting the phrase, "City of Tahlequah, Oklahoma," in lieu of phrase, "[name of jurisdiction]".
- (b) Subsection 105 permits required as set out in this Code, fee schedule.
- (c) Subsection 110.4 is amended by inserting the phrase, "General Penalty, section 1-108 of the city Code of Ordinances," in lieu of phrase, "[offense, dollar amount, number of days]".
- (d) Subsection 112.4 is amended by inserting the phrase, "General Penalty, section 1-108 of the city Code of Ordinances," in lieu of phrase, "[dollar amount in two locations]".
- (e) Subsection 5704.2.9.6.1 is amended by inserting the phrase, "Geographical area: Fire limits," in lieu of phrase, "[jurisdiction to specify]".
- (f) Subsection 5706.2.4.4 is amended by inserting the phrase, "Geographical area: Fire limits," in lieu of phrase, "[jurisdiction to specify]".

(g) Subsection 5806.2 is amended by inserting the phrase, "Geographical area: Fire limits," in lieu of phrase, "[jurisdiction to specify]".

(h) Subsection 6104.2 is amended by inserting the phrase, "Geographical area: Insert: City limits," in lieu of phrase, "[jurisdiction to specify]".

SECTION 2. REPEALER. Sections 13-104, 13-105, 13-107, and 13-109 of Chapter 13-1 of Part 13 of the Tahlequah City Code are repealed in their entirety.

SECTION 3. CODIFICATION. The City Clerk is hereby directed to enter the added section into the appropriate place in the Tahlequah City Code of Tahlequah, Oklahoma, as authorized and approved by this Ordinance.

SECTION 4. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 5. REPEALER. All other Ordinances and parts of other Ordinances Inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its publication as provided by law.

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

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

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

John Tyler Hammons, City Attorney



Tahlequah City Council AGENDA ITEM REPORT

Item No. 8

Meeting Date 11-06-23

Initiator Ray Hammons/Richard Coffron

Office/Department: Code Compliance/Planning & Development

Item Title

Discussion on Ordinance 1355-2023. An Ordinance to close a portion of Wilcox Circle.

Background

Planning commission met on October 31, 2023 to discuss the street closure application. Planning commission voted unanimously on a vote of 4-0 to approve the street closure with the following conditions

1. If vacature of the street is approved in district court, require the applicant/developer to improve the abutting portion of Ballentine Road to meet City street specifications
2. Retain a general utility easement where utilities are present within the right-of-way being considered for closure.

Exhibits

Exhibit 1 – Ordinance
Exhibit 2 – Maps

Funding Source

N/A

Request

N/A

ORDINANCE NO. 1355-2023

AN ORDINANCE TO CLOSE A PORTION OF WILCOX CIRCLE.

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

SECTION 1.

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

LEGAL DESCRIPTION

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

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

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

AND

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

PASSED and APPROVED this _____ day of _____, 2023.

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

BY: _____
MAYOR: Suzanne Myers

ATTEST:

CITY CLERK: Whitney Shaw

Approved as to form and legality:

CITY ATTORNEY: John Tyler Hammons



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 9

Meeting Date 11/06/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

Discussion and possible action to approve, approve with modifications, or deny a one-time incentive in the amount of \$1,500.00 for each full-time employee, effective November 17, 2023. This one-time incentive excludes elected officials, seasonal part-time, part-time, and contract employees.

Background

As described in Mayor's Budget Message for fiscal year 23-24.

Exhibits

None

Founding Source

110-51-5101

Request

Can either be put in consent or as a regular agenda item, whatever is deemed appropriate by City Administrator or City Attorney?



Tahlequah City Council AGENDA ITEM REPORT

Item No. 10

Meeting Date 11/06/2023

Initiator M'Lynn Pape

Office/Department: Human Resources

Item Title

Discussion and possible action to approve, approve with modifications, or deny adding a Retiree Health and Dental Benefit to the offerings for plan year November 1, 2023 to October 31, 2024. Human Resources Director M'Lynn Pape

Background

This addition to the renewal was not ready in time for the 10/2/23 meeting and there was no mid-month meeting to get the approval prior to 11/1/23.

Exhibits

Benefit guide for Retirees

Founding Source

Budgeted item

Request

Regular agenda item

2023-2024

Benefits Guide for Retired Employees

November 1, 2023 - October 31, 2024



THE CITY OF
TAHLEQUAH
OKLAHOMA



WELCOME Your benefits are an important part of your overall compensation. We are pleased to offer a comprehensive array of valuable benefits to protect your health, your family and your way of life. This guide answers some of the basic questions you may have about your benefits. Please read it carefully, along with any supplemental materials you receive.

Eligibility

Any employee who retires from employment with the City of Tahlequah, is at least 55 years old upon retirement, and receives a continuing benefit according to the provisions of the Oklahoma Public Employees Retirement System (OPERS), Oklahoma Police Pension Retirement System (OPPRS), or Oklahoma Firefighters Pension and Retirement System (FPRS), may continue their medical and dental insurance coverage if they are currently enrolled.

Retirees have the option to maintain their current coverage tier or choose the retiree-only tier. However, it is important for retirees to understand that they will not be able to add additional coverage at a later date. The selected coverage will end either at the age of 65 or if the retiree fails to pay their monthly premiums. Premiums are paid through ACH draft on the 5th of each month or when coverage is canceled through written notification.

Cost of Benefits

Tier	Medical
Employee Only	\$571.69
Employee + Spouse	\$1,365.78
Employee + Child(ren)	\$1,007.04
Employee + Family	\$1,801.24

Tier	Dental
Employee Only	\$26.48
Employee + Spouse	\$52.93
Employee + Child(ren)	\$67.24
Employee + Family	\$103.09

Required Information—When you enroll, you will be required to enter a Social Security number (SSN) for all covered dependents. The Affordable Care Act (ACA), otherwise known as health care reform, requires the company to report this information to the IRS each year to show that you and your dependents have coverage. This information will be securely submitted to the IRS and will remain confidential.

DISCLAIMER: The material in this benefits brochure is for informational purposes only and is neither an offer of coverage or medical or legal advice. It contains only a partial description of plan or program benefits and does not constitute a contract. Please refer to the Summary Plan Description (SPD) for complete plan details. In case of a conflict between your plan documents and this information, the plan documents will always govern. **Annual Notices:** ERISA and various other state and federal laws require that employers provide annual notices to their plan participants. The company will distribute all required notices annually.

Medical Plans

City of Tahlequah is proud to offer you medical coverage through Blue Cross & Blue Shield of Oklahoma.

Network	Blue Cross Blue Shield MOBAP0083 Blue Advantage ¹
Overall Limits	
Deductible - Individual / Family	\$1,000 / \$3,000
Out-of-Pocket Maximum - Individual / Family	\$3,000 / \$9,000
Services	
Physician Office Visit / Specialist Office Visit Copay	\$20 / \$20
Preventative Care	No charge
Lab and X-Ray	No charge
Imaging (CT, MRI, PET scans)	20% after ded
Inpatient Hospitalization	\$750 + 20% after ded
Outpatient Surgery	20% after ded
Emergency Room	\$100 + 20% after ded
Urgent Care	\$50
Prescription Drugs	
Retail - 30/31-day supply	30-day supply
Preferred Generic	No charge / \$10
Non-Preferred Generic	\$10 / \$20
Preferred Brand	\$35 / \$55
Non-Preferred Brand	\$75 / \$95
Specialty / Non-Preferred Specialty	\$150 / \$250
Mail Order - up to 100-day supply	90-day supply
Preferred Generic / Non-Preferred Generic	No charge / \$30
Preferred Brand / Non-Preferred Brand	\$105 / \$205

1. If you use an out-of-network provider, you will be responsible for any charges above the maximum allowed amount.

Dental Plan

City of Tahlequah is proud to offer you dental coverage through Blue Cross & Blue Shield Dental.

Key Dental Benefits	Blue Cross Blue Shield DONHM14 In-Network ¹
Deductible (per calendar year)	
Individual / Family	\$50 / \$150
Benefit Maximum (per calendar year; Preventive, Basic, and Major Services combined)	
Per Individual	\$1,500
Covered Services	
Preventive Services	100%
Basic Services	80%
Major Services	50%
Orthodontia	Not Covered

1. If you use an out-of-network provider, you will be responsible for any charges above the maximum allowed amount.

Contact Information

Coverage	Carrier	Phone #	Website/Email
Medical	Blue Cross Blue Shield	(800) 942-5837	www.bcbsok.com
Dental	Blue Cross Blue Shield	(800) 942-5837	www.bcbsok.com



Tahlequah City Council

AGENDA ITEM REPORT

Item No. 11 & 12

Meeting Date 11-6-2023

Initiator Taylor Tannehill / John Tyler Hammons

Office/Department: Managerial / City Attorney

Item Title

Approve, approve with modification, or deny Ordinance No. 1370-2023, an ordinance updating the City of Tahlequah code relating to the employment and compensation of City employees and declare an emergency.

Background

Under current practice, all applicants for City employment and all proposed raises for current City employees must individually come before City Council for approval. This ordinance eliminates this need if both the position and the compensation are supported by the City Council's most recently adopted City budget. In such case, all applicants selected by the Mayor and all raises proposed by the Mayor will be deemed approved.

Exhibits

Exhibit 1 – Ordinance No. 1370-2023

Funding Source

N/A

Request

Approval of Ordinance No. 1370-2023 and declare an emergency.

ORDINANCE NO. 1370-2023

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 2, ADMINISTRATION AND GOVERNMENT; CHAPTER 2-4, GENERAL PROVISIONS RELATING TO CITY OFFICERS AND EMPLOYEES; SECTION 2-406, OTHER OFFICERS, TERMS OF OFFICE AND REMOVAL; SECTION 2-408, TERM OF OFFICE, CONDITIONS OF EMPLOYMENT, COMPENSATION; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. AMENDATORY. Chapter 4 of Part 2 of the Tahlequah City Code is hereby amended to read as follows:

Section 2-406. Other Officers; Terms of Office and Removal.

- A. Except as the charter or ordinances may provide otherwise, all officers appointed by the Mayor with the consent and confirmation of the council shall serve for a term expiring at the time of expiration of the term of the Mayor, and shall serve thereafter until their successors are appointed and qualify.
- B. All employees appointed by the Mayor with the consent and confirmation of the council shall serve for indefinite terms. As long as appointed to a position reflected in the then current adopted budget at a rate of compensation provided for in the then current adopted budget, the council does, by the adoption of the then current budget, consent to the appointment of all employees appointed by the Mayor satisfying such requirements and no individual confirmation shall be required.
- C. Any such officer or employee shall be subject to removal at any time for the good of the service by the Mayor and council, except as otherwise provided by the charter or ordinance.

Section 2-408. Term of Office, Conditions of Employment, Compensation

No employee or officer appointed by the Mayor and approved by the council may be dismissed, discharged or terminated except upon approval of such dismissal, discharge or termination by the council; and, except as required by the charter, no employee or officer shall be required to be a resident or qualified elector of the City; and, the compensation of any employee or officer shall not be changed except by approval of the council, provided, as long an employee is provided a rate of compensation provided for in the then current adopted budget, the council does, by the adoption of the then current budget, consent to the increase of all employee compensation changes approved by the Mayor and no individual confirmation shall be required; and all of the provisions of this section shall apply to all employees and officers previously or hereafter appointed by the Mayor and approved by the council.

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

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

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

SECTION 5. EMERGENCY. It being immediately necessary to preserve the public health, safety, welfare, and morals, this Ordinance shall take effect immediately after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THIS 6th DAY OF NOVEMBER, 2023.

**THE CITY OF TAHLEQUAH, OKLAHOMA
An Oklahoma Municipal Corporation**

Suzanne Myers, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form and legality this 6th day of November, 2023.

John Tyler Hammons, City Attorney



Tahlequah City Council AGENDA ITEM REPORT

Item No. 13

Meeting Date 11-06-23

Initiator Taylor Tannehill

Office/Department: Managerial

Item Title

Discussion and possible action to authorize the Mayor to enter into a contract with Freese and Nichols, Inc. to conduct a city wide drainage master drainage plan in accordance with FEMA DR 4530 Project #0009.

Background

In November 2022 council approved an agreement with Freese and Nichols to perform grant writing services for a city wide drainage study. If the grant was awarded Freese and Nichols would also provide the services to complete the drainage study according to the requirements of the grant. In October 2023, council approved the grant award. This contract includes the services that are outlined in the grant request.

Exhibits

Exhibit 1 - Contract

Funding Source

Hazard Mitigation Grant Fund

Request

Authorize the Mayor to enter into the agreement.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party as follows:

Termination for Cause: Either party may terminate the Agreement for cause upon 30 days' written notice in the event of a breach of contract or substantial failure by the other party to perform or in accordance with the terms of the Agreement, through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

In addition to its termination rights above, FNI may terminate this Agreement for cause upon 7 days' written notice if:

- a. Client demands that FNI furnish or perform services contrary to FNI's responsibilities as a licensed professional;
- b. FNI's services for the Project are delayed or suspended for more than 90 days for reasons beyond FNI's control; or

FNI will have no liability to Client on account of any termination by FNI for cause.

Termination for Convenience: Either party may terminate this Agreement for convenience, effective upon 10 days' written notice from the other party.

Payments Upon Termination: In the event of any termination of this Agreement, FNI will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Client will have the limited right to the use of Documents, at Client's sole risk, subject to the other provisions herein.

If Client has terminated the Agreement for convenience, or if FNI has terminated the Agreement for cause, then FNI will be entitled, in addition to the payments identified above, to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with FNI's subconsultants, and other related close-out costs.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties,

responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **BREACH OF CONTRACT; REMEDIES:** If the event of a breach of this Agreement by either party, the non-breaching party shall be entitled to seek any legal or equitable remedies available at law or under this Agreement, including termination of the Agreement.
17. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
18. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is

mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

FEMA TERMS AND CONDITIONS OF AGREEMENT

1. **CLEAN AIR ACT:** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* FNI agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#). FNI agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

2. **FEDERAL WATER POLLUTION CONTROL ACT:** FNI agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* FNI agrees to report each violation to City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Oklahoma Department of Environmental Quality, Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#). FNI agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

3. **DEBARMENT AND SUSPENSION:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, FNI is required to verify that none of the FNI's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). FNI must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. FNI agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. FNI further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee

of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

- A. Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.*
- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (C) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph (D)(a) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (D)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts.

- a. The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts and other contractual instruments.

6. DOMESTIC PREFERENCES FOR PROCUREMENTS: As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

- a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. ACCESS TO RECORDS: The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

8. DHS SEAL, LOGO, AND FLAG: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

9. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
10. **NO OBLIGATIONS BY FEDERAL GOVERNMENT:** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
11. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Task	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M12	M13	M14	M15
Project Management														
Public Engagement														
Data collection and GIS system inventory														
FEMA mapped floodplain area analysis														
Local drainage system analysis														
Alternatives development and ranking														
Report														

****NOTE: Month 1 begins at Notice to Proceed**



**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: Suzanne Myers

STATE OF OKLAHOMA

COUNTY OF Cherokee

Signed or attested before me on October 2, 2023 (date)

by Suzanne Myers (name(s) of person(s)).

Whitney G. Shaw

NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

City Clerk

Print Name:

Whitney G. Shaw

My Commission Expires:



APPROVED on this _____ Day of _____, 20____.

Signed: _____

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

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

Kim Jenson
Interim State Hazard Mitigation Officer

Enclosures: FEMA Award Notification

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




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

HMGP-OB-01

HAZARD MITIGATION GRANT PROGRAM

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

PROFESSIONAL SERVICES AGREEMENT

STATE OF OKLAHOMA §

COUNTY OF CHEROKEE §

This Agreement is entered into by City of Tahlequah, Oklahoma (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Master Drainage Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$ 793,746.00
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **FEMA TERMS AND CONDITIONS:** Attachment FTC – FEMA Terms and Conditions stipulates contract requirements that apply to this Agreement as a result of the grant funding provided for the project.
- VI. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Cherokee County, Oklahoma.
- VII. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF TAHLEQUAH, OK

FREESE AND NICHOLS, INC.

By: _____

By: Alan C. Hutson

Name: _____

Name: Alan C. Hutson, P.E.

Title: _____

Title: Principal/Vice President

Date: _____

Date: October 16, 2023

Attest: _____

Attest: Jean Cochran

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**PROJECT UNDERSTANDING**

This project consists of the development of a city-wide Master Drainage Plan for the City of Tahlequah (CITY), Oklahoma including: a Geographic Information System (GIS) compatible database of key drainage system data (location, alignment, geometry, condition) based on available information and the achievable output of the field survey scope described below; review of existing hydraulic and hydrologic (H&H) models estimating the magnitude and severity of flood risk throughout the City and assessment of floodplain reduction alternatives; identification and prioritization of flood hazards in select areas of the City to be used in development of a Drainage Capital Improvement Plan (CIP); and assessment of funding opportunities to design mitigation alternatives to implement the Drainage CIP. The City intends to fund the project through a FEMA Hazard Mitigation Grant.

The city-wide system inventory will consist of field verification of the location and alignment of the visible parts of the system and mapping of alignment/location of the underground part of the system based on as-built drawing data and what can be inferred in the field from observations such as: inlet, junction box, and outfall locations and approximate flowlines, and material and condition information that can be visually observed during field reconnaissance. In addition, for the areas of specific concern identified by the CITY, topographic survey will be conducted to gather the detailed system data needed to complete hydrologic and hydraulic modeling for the development of conceptual mitigation alternatives. It is our understanding that surveys of culvert and bridge geometry will be provided by others for inclusion in the system inventory.

A condition assessment of the visible part of the system will be created from field observations of the parts of the system examined in the course of the system survey. This scope does not include a complete physical inspection of the entire channel and creek system within the CITY.

FNI will make recommendations to the City regarding parts of the underground system where the CITY may want to consider additional condition assessment via Closed Circuit Television inspection. The CITY can consider amending this agreement to include additional condition assessment as resources and priorities dictate.

The H&H modeling scope and fee assume the following information will be available to FNI from the current modeling being conducted by another consultant as a part of FEMA's Cooperating Technical Partner (CTP) program:

1. Floodplain models (Base Level Engineering (BLE) or detailed studies), including hydrologic and hydraulic analyses for the City of Tahlequah.
2. Survey of hydraulically significant stream crossing structures including bridges and culverts.
3. Supporting data in digital format.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: PROJECT/QUALITY MANAGEMENT:

1. PM/Monthly Reporting/Invoicing
2. Kickoff Meeting with CITY Staff (in-person)
3. Four (4) periodic progress meetings with the CITY to review findings (at least two [2] FNI staff will be in person for two [2] of the meetings. The other two [2] meetings will be conducted virtually)
4. Quality management plan and quality management/assurance reviews

Deliverables: Meeting materials and minutes documenting discussions.

TASK B: PUBLIC ENGAGEMENT:

1. Prepare for and facilitate two (2), in person, Open House Meetings (one after initial modeling to collect resident input and, one to present report/findings)
2. Prepare for and attend up to two (2), in person, City Council meetings

Deliverables: Meeting presentations and figures.

TASK C: DATA COLLECTION AND GIS SYSTEM INVENTORY:

1. Obtain and review available pertinent data for the project including record drawings and previous studies provided by the CITY.
2. Conduct one (1) site visit to observe and document existing conditions. Assume two (2) days for field reconnaissance and travel to/from City.
3. FNI will engage a subcontractor to collect field survey data within the city limits, to support the local drainage system inventory including manholes, inlets, and pipe size and invert information. Structures must be visible from accessible roadways, viewable from aerial mapping, or specifically identified by City staff (figures or written description of location) to be included in inventory. Survey data will reference Oklahoma State Plane Coordinate System North Zone (3501) and North American Vertical Datum (NAVD 88) and will be certified by a Professional Land Surveyor licensed in Oklahoma. It is assumed that the survey of hydraulically significant stream crossing structures and cross sections of open channel segments will be available from the consultant working with the State of Oklahoma as part of FEMA's CTP program. Additionally, FNI will document system condition to the extent that condition information can be observed or inferred from the field visit.
4. In addition to item 3 above, FNI will develop a survey plan, based on the tasks above and information provided by the CITY in the Kickoff Meeting, to identify and quantify additional specific data needed for detailed hydrologic and hydraulic modelling to be collected as a part of the field survey for the high priority flood risk areas to be evaluated in more detail. Examples of additional data to be gathered, depending on the nature of the flood risk in the specific areas, may include stream cross sections upstream and downstream of bridges or culverts, roadway centerline profile, more detailed information on the pipe system, and/or more refined topography to assess any possible changes since the current LiDAR was established.
5. Digitize and develop storm drain system GIS geodatabase based on as-built drawings and field survey data.
6. Develop base map of existing conditions.

Deliverables: Field reconnaissance photographs, storm drain system GIS geodatabase and base map documenting all of the information gathered in Task 3 and Task 4 as appropriate. Recommendations to the City regarding parts of the underground system where the CITY may want to consider additional condition assessment via Closed Circuit Television inspection

TASK D: FEMA MAPPED FLOODPLAIN AREA ANALYSIS:

1. FNI will review the areas where the modeling recently completed via the CTP project indicates increases in floodplain extents over existing mapping and meet with the CITY to refine areas of greatest flooding concern.
2. Review the updated hydrologic and hydraulic modeling prepared by the FEMA CTP contractor to help define/refine problem areas including road, property, and structural flooding. Impacts including number of inundated structures, roadway miles inundated, and danger classification (based on U.S. Bureau of Reclamation danger classification method) will be quantified.

Deliverables: Figures with refined existing conditions floodplain mapping, summary of structural flooding and roadway overtopping impacts.

TASK E: LOCAL DRAINAGE SYSTEM ANALYSIS:

1. FNI will perform detailed hydrologic and hydraulic analysis of four (4) separate local drainage systems, modeled using PCSWMM or similar 1D/2D capable software. Existing conditions design discharges will be developed for standard design storms including the 2-, 5-, 10-, 25-, 100-, and 500-year storm events.
2. FNI will identify areas of flood risk (i.e. inundated structures, overtopped roads) based on the hydraulic model output.

Deliverables: Hydrologic and hydraulic model output, existing conditions flood inundation mapping, and supporting digital data.

TASK F: ALTERNATIVES DEVELOPMENT AND RANKING:

1. Identify potential flood mitigation alternative locations, including detention on properties owned by the CITY, Tahlequah Public Schools, or Northeastern State University
2. FNI will develop conceptual project alternatives for mitigation for up to four (4) local drainage system problem areas.
3. Develop Opinions of Probable Construction Cost (OPCC) and incorporate the conceptual project into the applicable model. The projects will be evaluated to quantify the estimated flood mitigation benefits.
4. FNI will work with the City to develop a project scoring and ranking system to prioritize flooding areas identified.
5. FNI will develop a Drainage CIP including recommendations for project funding, phasing, and implementation.

Deliverables: Figures with identified detention areas, conceptual project schematics, pre- and post-project flood inundation mapping, and supporting digital data.

TASK G: REPORT DEVELOPMENT:

1. FNI will prepare a draft report summarizing the review of the updated floodplain analysis, and detailed H&H analysis of local drainage systems.
2. FNI will finalize the report after development of conceptual projects and their H&H analysis, along with CIP development and project ranking.
3. FNI will address one (1) round of comments provided by the CITY.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. None.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Field surveying required for the preparation of designs and drawings.
2. Field layouts or the furnishing of construction line and grade surveys.
3. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
4. Site visits in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
5. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, other than described in Article 1.
6. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
7. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
8. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
9. Provide Geotechnical investigations, studies and reports.
10. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and, as presented in Attachment SCH, agrees to complete the services in **15 months from Notice to Proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- I. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- J. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- K. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

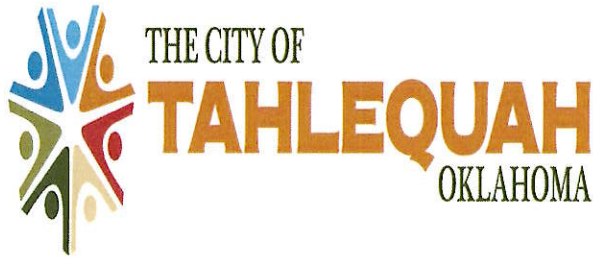
DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Taylor Tannehill
111 S Cherokee
Tahlequah, OK 74464
918-931-9810
ttannehill@tahlequah.gov

Client's Accounting Representative – Alan Chapman
918-456-0651
achapman@tahlequah.gov

FNI's Designated Representative – Kale Farmer, PE, CFM
5001 Founders Way, Suite L10
Rogers, AR 72758
479-974-1524
kale.farmer@freese.com

FNI's Accounting Representative – Samantha Milks
9601 Mcallister Fwy, Ste 1008
San Antonio, TX 78216
210-469-3266
Samantha.Milks@freese.com



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 14

Meeting Date 11-6-2023

Initiator Nate King

Office/Department: Chief of Police

Item Title

Accept and budget the BJA Patrick Leahy Bulletproof Vest Partnership FY 2023 grant

Background

The Bureau of Justice Bulletproof Vest grant is a regular grant applied for and received by the police department. The grant reimburses half the cost of each vest purchased. This particular grant is for thirteen (13) new vests. If accepted the City will need to budget the amount of \$10,114.00 in an account for the grant.

Exhibits

Grant award documents

Funding Source

There are funds in the current budget to purchase vests for approximately 25 officers this year and ballistic plates for every officer. While not in finance, I believe the required matching funds could be transferred from this account.

Request

Discussion and possible action to accept and properly budget the BJA Patrick Leahy Bulletproof Vest Partnership FY 2023 grant which was awarded for the amount of \$20,228.00. (amend budget accordingly)

Fwd: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

Davis, Samantha <sdavis@tahlequah.gov>

Mon 10/2/2023 8:43 PM

To: King, Nate <nking@tahlequah.gov>

[Get Outlook for iOS](#)

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>

Sent: Friday, September 29, 2023 4:14:49 PM

To: Davis, Samantha <sdavis@tahlequah.gov>

Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

[View as a webpage / Share](#)

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed

instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance



BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.



CONTACT WITH US



vests@usdoj.gov

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe [here](#).

This email was sent to tpdsec@cityoftahlequah.com using GovDelivery Communications Cloud on behalf of Department of Justice - Washington, DC

GOVDELIVERY

REVIEW APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Below is the current status of your application.

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
TAHLEQUAH CITY	13	\$20,228.00		Approved by BVP
Grand Totals:	13	\$20,228.00		

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application ☒ Approved by BVP [View Details](#)

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested	Current Status	Status Date	Funding Type	Action
	08/31/2023	\$1,356.56	Sent for BVP Approval	08/31/2023	Regular Fund	View Details
	08/31/2023	\$678.28	Sent for BVP Approval	08/31/2023	Regular Fund	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year	Award Amount	Total Paid	Total Requests	Eligible Balance	Expiration Date
	2023	\$10,114.00	\$0.00	\$0.00	\$10,114.00	08/31/2025



Tahlequah City Council
AGENDA ITEM REPORT

Item No. 15 & 16

Meeting Date 11-06-2023

Initiator Taylor Tannehill

Office/Department: Managerial

Item Title

Executive Session

1. 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