



AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Monday, June 3, 2024 at 5:30 PM

Place of Meeting The meeting will be held at 111 Cherokee Ave. Tahlequah, OK 74464 (voting members of the public body will be present in person).

Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When the City Council desires more information on an item, the City Council may refer the matter to City staff or to a committee for further consideration. Under certain circumstances, items may be deferred to a specific date or stricken from the agenda entirely.

Join "Zoom" Meeting
Meeting ID: 876 2746 6858
Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by **Pastor Donna Allen, Love Light Christian Church.**
- d) Flag Salute
- e) **Public Notice:** A Public Notice of meeting was provided on December 6, 2022, at 4:45p.m. to the OK Secretary of State and an additional notice was provided on **May 8, 2024, at 10:30 a.m.** at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

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

Comments will be accepted from the public concerning topics that are not included in the meeting's agenda. Individuals will be limited to 3 minutes of speaking time and the cumulative total of all comments from the public should not exceed 15 minutes. Preference will be given to Tahlequah residents. In compliance with the Oklahoma Open Meeting Act, no action or discussion is permitted by the City Council on any issue or topic raised by a speaker during this public comment period.

4. CONSENT AGENDA

- a) Approve the **minutes from the May 6, 2024, and May 20, 2024**, City Council meetings.

- b) Acknowledge receipt of the **April 2024 Financial Statement**.
- c) Acknowledge receipt of the **April 2024 Investment Schedule**.
- d) Acknowledge receipt of the **May 2024 Check Register**.
- e) Acknowledge receipt of the **May 2024 Purchasing Card Statement**.
- f) Acknowledge receipt of the **May 2024 Open PO Report**.
- g) Accept **Eastern Oklahoma Library's System's** monthly report for May 2024.
- h) Accept the **Tahlequah Area Chamber of Commerce** monthly report for April 2024.
- i) Accept the **TACC-Tour Tahlequah** monthly report for April 2024.
- j) Accept **Tahlequah Regional Development Authority's** monthly report for May 2024.
- k) Accept the **TACC-Tour Tahlequah Budget** for FY 2024-2025.
- l) Accept **Tahlequah Regional Development Authority's** 2024-2025 annual **budget**.
- m) Accept a **donation from Cherokee Nation** in the amount of \$7,500 for the Animal Shelter and amend the budget accordingly.
- n) Approve the purchase of a **Breathing Air Compressor and Cascade system** for the Fire Department for \$64,198.22 and amend the budget accordingly.
- o) Approve **budgeted purchase** of a **refurbished Packer/Chassis** for cardboard collection in the Solid Waste Department, GL#115658701, in the amount of \$120,000.
- p) Accept the **amended Article 15, Sec 3, Longevity**, of the FOP Lodge #201 agreement, effective July 1, 2024.
- q) Approve Service Agreement with **KI BOIS Area Transit System (K.A.T.S.)** for public transportation in the Tahlequah area during the 2024-2025 fiscal year.
- r) Approve the **CODEPAL Renewal Agreement** FY 2024-2025.
- s) Approve **Lease Agreement with the OK Dept of Corrections** for FY 2024-2025.
- t) Authorize the Mayor to enter into a residential lease agreement for **201 N. Water St.** with David Mead, beginning June 1, 2024, and ending December 31, 2024.
- u) Authorize the Mayor to enter into a residential lease agreement for **203 N. Water St.** with Kyle Drake, beginning June 1, 2024, and ending December 31, 2024.
- v) Authorize the Mayor to enter into a residential lease agreement for **205 N. Water St.** with Carden Crow and Shronn Schuelke, beginning June 1, 2024, and ending December 31, 2024.
- w) Approve the 2024-2025 contract with **William Marvin Johnson, LLC** for maintaining the **Automated Weather Station** owned/operated by the City.
- x) Approve the contract with **Susan Niehus, LLC** for **grant writing services** for FY 2024-2025.
- y) Approve **Legal Services Agreement** with **John Tyler Hammons** for FY 2024-2025.
- z) Approve **Legal Services Agreement** with **BJ Baker** for FY 2024-2025.
- aa) Approve a **Tourism Agency Contract** with the **Tahlequah Area Chamber of Commerce** for FY 2024-2025.
- bb) Approve the **Inter-Local Agreement** on the handling of **juvenile cases** with the **District Court** for FY 2024-2025.
- cc) Approve the contract for services with **Oklahoma Production Center (OPC)** for city-wide Recycling and Road Litter Pickup for FY 2024-2025.
- dd) Accept **re-appointment of Dana Eversole** to the Board of Adjustment beginning June 2024.
- ee) Accept **re-appointment of Lisa Presley** to the Board of Adjustment beginning June 2024.

- ff) Accept the **re-appointment of Ryan Cannonie** to the Planning Commission beginning June 2024.
- gg) Accept the **re-appointment of Amber Wooten** to the Planning Commission beginning June 2024.
- hh) Appoint **Jacob Bigham** as a Volunteer Firefighter in the Fire Department, effective May 20, 2024.
- ii) Appoint **Caleb Crittenden** as a Volunteer Firefighter in the Fire Department, effective May 16, 2024.
- jj) Hire **Noe Sosa** as a Lifeguard in the Parks and Recreation Department, at \$12.00 per hour, effective May 21, 2024.
- kk) Hire **Kiarra Dyer** as a part-time laborer in the Parks and Recreation Department, effective May 14, 2024.
- ll) Hire **Robby Morgan**, as a Collector in the Solid Waste Department at \$35,500 annually, effective May 21, 2024.
- mm) Transfer **Martin Falcon**, Head Lifeguard at \$13.00 per hour to Part-Time Laborer at \$10.07 per hour, Parks and Recreation Department, effective May 13, 2024.
- nn) Transfer **Claire Settle**, Sr. Head Lifeguard at \$15.00 per hour to Part-Time Laborer at \$10.07 per hour, Parks and Recreation Department, effective May 13, 2024.
- oo) Transfer **Levi Gibson**, from Collector to Driver, Solid Waste Department, effective May 14, 2024.
- pp) Accept the resignation of **Joe Enlow III**, Lifeguard in the Parks and Recreation Department, effective May 2, 2024.
- qq) Accept the resignation of **Hunter Webb**, Part-Time Laborer in the Parks and Recreation Department, effective May 10, 2024.
- rr) Accept the resignation of **Jack Clark**, Part-Time Laborer in the Parks and Recreation Department, effective April 12, 2024.
- ss) Accept the resignation of **Dana Lee**, Stormwater Manager in the Compliance Department, effective June 3, 2024.
- tt) Accept the resignation of **Aaron Colvin**, Mechanic in the Solid Waste Department, effective May 14, 2024.
- uu) Accept the resignation of **Jeremiah Fixin**, Driver in the Solid Waste Department, effective May 22, 2024.

5. ANNOUNCEMENTS AND PRESENTATIONS

- a) Recognition for **Years of Service** for June:

BJ Baker	10yrs	Tahlequah Fire Dept.
Michael Gray	10yrs	Tahlequah Police Dept.
Forrest Miller	10yrs	Waste Management Dept.
Chris Armstrong	10yrs	Waste Management Dept.
- b) Presentation of **Police Life Saving Commendation** to **Officer David Trammell**.

6. REGULAR SESSION

- a) Discussion and possible action on items removed from the **consent** agenda.
- b) **Discussion:** Public Hearing on the proposed 2024-2025 Budget.
- c) Motion to approve, approve with modification, or deny **Resolution No. 06-03-2024**, a resolution approving the City of Tahlequah, Oklahoma budget for the Fiscal Year 2024-2025 and establishing budget amendment authority. City Administrator Taylor Tannehill and Mayor Suzanne Myers
- d) Discussion and possible action to authorize the Mayor to negotiate the use of **ARPA funds for transitional housing** in collaboration with Help-In-Crisis. Councilor, Ward 4, Josh Allen and City Administrator Taylor Tannehill
- e) Discussion and possible action to approve, approve with modifications, or deny **Resolution No.06-03-2024(B)**. A resolution changing the zoning from RS-3 to RM-2 at 923 N. Callie Ave., Tahlequah, Oklahoma.

North 20' of Lot 15, Lot 16, and North 10' of Lot 17, Block 1, College Addition to the City of Tahlequah, Cherokee County, Oklahoma, according to the official plat thereof. Planning & Development Director Paige Harjo

- f) Discussion and possible action to adopt the **Citizen Participation Plan** for the City of Tahlequah's application for the **Community Development Block Grant (CDBG) 2024 Small Cities Program**. City Administrator Taylor Tannehill
- g) Discussion and possible action to approve **Resolution 06-03-2024(C)**. A Resolution confirming the commitment to facilitate and administer the **Small Cities Community Development Block Grant (CDBG) 2024**, if awarded. City Administrator Taylor Tannehill

7. ADJOURN



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4a
Meeting Date	6/3/2024
Initiator	Whitney Shaw, City Clerk
Office / Department	Administration

Item Title

Approve the **minutes from the May 6, 2024, and May 20, 2024**, City Council meetings.

Background

Reoccurring monthly agenda item.

Exhibits

1. 05.06.2024-Unapproved Minutes
2. 05.20.2024-Unapproved Minutes

Funding Source

N/A

Request

Approve May minutes.

MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – MAY 6, 2024 - 5:30 PM
111 Cherokee Ave. Tahlequah, OK 74464

1. MEETING CONVENED

Meeting called to order by Mayor Suzanne Myers at 5:30 pm.
City Clerk, Whitney Shaw, called the roll 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 Treasurer Marty Hainzinger, City Clerk Whitney Shaw, Deputy City Clerk Amber Payton, and IT Support Mario De La Hoya.

Invocation: Pastor Mike Murray
Flag salute: Led by Mayor Suzanne Myers

2. PUBLIC INSTRUCTIONS

Access Code: 894 6901 9856 **Password:** 4560651

3. PUBLIC COMMENTS

Jim Joliff and Jason Orville

4. CONSENT AGENDA

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

- a) Approve the minutes from the April 4, April 11, and April 24, 2024, City Council meetings.
- b) Acknowledge receipt of the March 2024 Financial Statement.
- c) Acknowledge receipt of the March 2024 Investment Schedule.
- d) Acknowledge receipt of the April 2024 Check Register.
- e) Acknowledge receipt of the April 2024 Purchasing Card statement.
- f) Acknowledge receipt of April 2024 Open PO report.
- g) Accept the Tahlequah Area Chamber of Commerce (TACC) March 2024 report.
- h) Accept the TACC-Tour Tahlequah March 2024 Report.
- i) Accept the Tahlequah Regional Development Authority's April 2024 report.
- j) Accept the Northeastern Health Authority's April 2024 report.

- k) Accept a donation from Cherokee Nation in the amount of \$7,500 for the animal shelter and amend the budget accordingly.
- l) Approve the Tahlequah Municipal Airport Land Lease template.
- m) Approve the 2024-2025 Disposal Agreement with Waste Management of OK, Inc.
- n) **Removed by Councilor Perry.**
- o) Approve the 2024-2025 contract with Richard Smith for the opening/closing of cemetery graves at the cost of \$350.00 per grave.
- p) Approve the 2024-2025 contract with Mike Palmer for Greens Maintenance at River Links, Anthis-Brennan, and Phoenix Park.
- q) To enter into a lease agreement with Barbara Felts Trust to lease property for public parking in the downtown area.
- r) Approve the Memorandum of Understanding between the Cherokee County Health Services, Tahlequah Best, and the City of Tahlequah to establish a formal commitment to work together on developing and improving tobacco compliance checks at local retailers.
- s) Approve the passage of Resolution No. 05-06-2024(A), a resolution of the City of Tahlequah adopting a Healthy Options in Recreational Venues policy.
- t) Approve the passage of Resolution No. 05-06-2024(B). A resolution to adopt the schedule of fees and charges for the City of Tahlequah.
- u) To accept the resignation (retirement 25 years of service) from Carl Dallis, Laborer/Operator in the Street department, effective May 31, 2024.
- v) To accept the resignation from Nikisha Goss, Secretary/Dispatch in the Police Department, effective April 27, 2024.
- w) To hire Jesse Armstrong and Brodie Moore as Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.
- x) To hire Aulton Childers for Part Time Laborer/Seasonal in the Parks and Recreation Department at \$10.07 per hour, effective April 15, 2024.
- y) To hire Dustin Jackson as Part Time Laborer in the Parks and Recreation Department at \$12.25 per hour, effective April 15, 2024.
- z) To hire Andrew Sowers, Emily Gwin, Jonah Asbill, Jamen Sims, Daisy Teague, Karsyn Shankle, Tabor Robinson, Carsyn Gilbert, Jaxon Robbins, Laith Younes, Jeremiah Auguston, and Beckett Robinson as Lifeguards in the Parks and Recreation Department at \$12.00 per hour effective May 13, 2024.
- aa) To hire Dulce Melo as a Part Time Laborer/Concession in the Parks and Recreation Department at \$10.07 per hour, effective May 13, 2024.
- bb) To accept the self-demotion of Travis Miller from Lieutenant to Firefighter and adjust pay according to the Collective Bargaining Agreement, in the Fire Department, effective April 18, 2024.
- cc) To accept the promotion of Eliah Auguston from Part Time Laborer/Concessions at \$10.07 per hour to Lifeguard at \$12.00 per hour, in the Parks and Recreation Department effective May 13, 2024.
- dd) To accept the promotion of Caden Waits and Chloe White from Lifeguards at \$12.00 per hour to Head Lifeguards at \$13.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.

ee) To accept the promotion of Dorothy Swearington, Head Lifeguard at \$13.00 per hour to Senior Head Lifeguard at \$15.00 per hour, in the Parks and Recreation Department, effective May 13, 2024.

ff) **Removed by Councilor Baker.**

gg) To accept the termination of Kristen Jones, Driver in the Solid Waste Department, effective April 26, 2024.

Vote: Ayes: Allen, Perry, Baker, Highers

Nays: None

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Certificate for Years of Service:

Ray Hammons, 35 yrs

Shawn Keys, 15 yrs

Edgar Alcantara-Rosales, 5 yrs

Jeremy Dry, 5 yrs

6. REGULAR SESSION

- a) **n)** Councilor Allen made a motion and Councilor Highers seconded to approve the School Resource Officer contract with Tahlequah Public Schools for the 2024-2025 fiscal year.

Vote: Ayes: Allen, Highers, Baker, Perry

Nays: None

Motion carried

- ff) Councilor Highers made a motion and Councilor Perry seconded to accept the nomination of Brad Hale, Firefighter, to Lieutenant and adjust pay according to the Collective Bargaining Agreement with the IAFF, effective May 6, 2024.

Vote: Ayes: Highers, Perry, Baker, Allen

Nays: None

Motion carried

- b) Councilor Baker made a motion and Councilor Perry seconded to approve **ARPA funds** in the amount of \$300,000.00 for **Self-Contained Breathing Apparatus with Thermal Imaging** and extra bottles for the **Tahlequah Fire Department**, following the City of Tahlequah Purchasing Policy.

Vote: Ayes: Baker, Perry, Highers, Allen

Nays: None

Motion carried

- c) **No action taken on Ordinance No. 1377-2024.**

- d) **First Reading of Ordinance No. 1379-2024.**

- e) Councilor Perry made a motion and Councilor Baker seconded to approve **Resolution No. 05-06-2024(C).**

Vote: Ayes: Perry, Baker, Highers, Allen

Nays: None

Motion carried

- f) Councilor Highers made a motion and Councilor Perry seconded to approve **Resolution No. 05-06-2024(D).**

Vote: Ayes: Highers, Perry, Baker, Allen

Nays: None

Motion carried

7. EXECUTIVE SESSION

- a) Councilor Highers made a motion and Councilor Allen seconded to exit meeting and enter into Executive session at **6:22 p.m.**

Vote: Ayes: Highers, Allen, Perry, Baker

Nays: None

Motion carried

8. RETURNED FROM EXECUTIVE SESSION @ 6:43 p.m.

- a) Council Allen made a motion and Councilor Highers seconded to approve the **2024-2025 contract with FOP Lodge 201.**

Vote: Ayes: Allen, Highers, Baker, Perry

Nays: None

Motion carried

- b) **No Action** taken pertaining to **Glover and Associates, Inc.** and **H & G Paving**, case no. **CJ-2024-64.**

- c) Meeting adjourned at 6:44 pm.

MINUTES
TAHLEQUAH CITY COUNCIL
SPECIAL MEETING – MAY 20, 2024 - 5:30 PM
111 Cherokee Ave. Tahlequah, OK 74464

1. MEETING CONVENED

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

Present:	Councilor Ward I	Danny Perry
	Councilor Ward II	Keith Baker
	Councilor Ward III	Stephen Highers

Others present: Mayor Suzanne Myers, City Administrator Taylor Tannehill, City Treasurer Marty Hainzinger, City Clerk Whitney Shaw, Deputy City Clerk Amber Payton, and IT Support Kendall Collins

Absent: Councilor Ward IV Josh Allen

- c) A Public Notice of Meeting was provided on May 14, 2024, at 12:20 p.m. at 111 S. Cherokee Ave., Tahlequah, OK 74464 as well as the City of Tahlequah website.

2. REGULAR SESSION

- a) Councilor Baker made a motion and Councilor Perry seconded to approve **Ordinance No. 1379-2024, AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING TAHLEQUAH CITY CODE, PART 2, ADMINISTRATION AND GOVERNMENT; CHAPTER 2-4 GENERAL PROVISIONS RELATING TO CITY OFFICERS AND EMPLOYEES, BY AMENDING SECTION 2-407 CITY OFFICES, WHEN OPEN; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.**

Vote: Ayes: Baker, Perry, Highers

Nays: None

Motion carried

- b) Mayor Suzanne Myers presented the City of Tahlequah's proposed 2024-2025 fiscal year budget. Public meeting for budget presentation approval set for June 3, 2024, during the regularly scheduled Council meeting.

3. Adjourned @ 5:47 p.m.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4b
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the **April 2024 Financial Statement.**

Background

Regular monthly agenda item

Exhibits

1. 06.03.2024 Item 4b insert

Funding Source

Request

DUE TO SIZE, CONSENT
ITEM “4b” IS AVAILABLE IN
DIGITAL FORMAT ON THE
CITY WEBSITE UNDER

“Government”

“Departments”

“Finance”

“Monthly Financial Statements”



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4c
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the **April 2024 Investment Schedule**.

Background

Regular Monthly Agenda Item.

Exhibits

1. 06.03.2024 Investment Schedule April

Funding Source

Request

City of Tahlequah Working Fund Investments as of April 30, 2024

BANK	AMOUNT	PERCENTAGE	
Bank Accounts			
Reserve Operating Armstrong	\$2,854,200.27	4.25%	
Streets & Sidewalks Armstrong	\$4,220,391.71	4.25%	
General Fund Sweep Bank First	\$6,122,311.79	4.93%	
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
Atlantic Un Bk Richmond VA	\$128,000.00	5.15%	5/17/2024
Bank Amer Na Charlotte NC	\$124,000.00	4.80%	3/16/2026
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
Great Southn Bk Reeds Spring	\$249,000.00	4.65%	2/28/2025
Mizrahi Tefahot Bk Ltd Los	\$200,000.00	4.50%	3/7/2030
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Pacific Premier Bk Irvine	\$124,000.00	5.00%	9/15/2025
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
Wells Fargo Bk N A Sioux Falls	\$238,000.00	5.05%	11/15/2027
Cash			
TOTAL	\$3,861,000.00		



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4d
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the **May 2024 Check Register**.

Background

Regular monthly agenda item.

Exhibits

1. 06.03.2024 Check Register-May 2024

Funding Source

Request

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/24	05/20/2024	58942	157988	Consolidated Communications	110202000	2,353.42- V
05/24	05/03/2024	59080	215	A T & T	110202000	124.75
05/24	05/03/2024	59081	550	Advanced Workzone Services	110202000	3,250.00
05/24	05/03/2024	59082	1230	Arkholia Sand & Gravel	110202000	8,580.24
05/24	05/03/2024	59083	158015	Capes Lawn Care	110202000	2,000.00
05/24	05/03/2024	59084	3020	Cherokee County Clerk	110202000	38.00
05/24	05/03/2024	59085	3840	Construction Industries Board	110202000	35.00
05/24	05/03/2024	59086	158436	EPIC Office Solutions	110202000	583.60
05/24	05/03/2024	59087	5580	Ewing Irrigation Products Inc	110202000	323.83
05/24	05/03/2024	59088	6080	Fuelman of Oklahoma or	110202000	3,539.37
05/24	05/03/2024	59089	158215	General Code, LLC	110202000	1,195.00
05/24	05/03/2024	59090	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
05/24	05/03/2024	59091	9400	Lake Region Electric	110202000	2,024.38
05/24	05/03/2024	59092	157846	Lake Region Electric-Telecom	110202000	286.82
05/24	05/03/2024	59093	158388	LawnStars Landscaping, LLC	110202000	1,750.00
05/24	05/03/2024	59094	9691	Lochner	110202000	3,966.80
05/24	05/03/2024	59095	10210	Maxwell Supply	110202000	2,124.19
05/24	05/03/2024	59096	10580	Mike Palmer	110202000	1,695.20
05/24	05/15/2024	59097	10830	Muskogee Communications, Inc	110202000	.00 V
05/24	05/03/2024	59098	157829	NOPFA Gas/Utilities	110202000	2,076.46
05/24	05/03/2024	59099	12000	Ok Production Ctr, Inc	110202000	3,966.67
05/24	05/03/2024	59100	12275	Ok Uniform Building Code Com	110202000	232.00
05/24	05/03/2024	59101	13880	Richard Smith	110202000	2,100.00
05/24	05/03/2024	59102	14230	Sadler Paper Supply	110202000	683.12
05/24	05/03/2024	59103	15085	Southern Tire Mart, LLC	110202000	6,025.25
05/24	05/03/2024	59104	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
05/24	05/03/2024	59105	158472	Tim M Synar	110202000	370.00
05/24	05/03/2024	59106	16510	Total Pest Control	110202000	65.00
05/24	05/03/2024	59107	16985	UniFirst Holdings Inc	110202000	179.40
05/24	05/03/2024	59108	17510	Waste Management	110202000	30,645.69
05/24	05/03/2024	59109	17720	Wheeler Metals, Inc	110202000	619.12
05/24	05/03/2024	59110	17803	William Marvin Johnson LLC	110202000	300.00
05/24	05/09/2024	59111	389	Accurate Environmental LLC	110202000	275.00
05/24	05/09/2024	59112	1186	Applied Concepts, Inc.	110202000	19,490.00
05/24	05/09/2024	59113	158045	Ascentis Corporation (Prior- Novatime)	110202000	759.52
05/24	05/09/2024	59114	246	AT&T Mobility II LLC (FIRE)	110202000	555.52
05/24	05/09/2024	59115	2665	Casco Industries, Inc	110202000	516.00
05/24	05/09/2024	59116	2794	Chamber of Commerce	110202000	30,197.34
05/24	05/09/2024	59117	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	195,582.01
05/24	05/09/2024	59118	3520	CLEET	110202000	4,706.26
05/24	05/09/2024	59119	158437	Compliance Resource Group INC (CRG)	110202000	675.00
05/24	05/09/2024	59120	157988	Consolidated Communications	110202000	1,167.95
05/24	05/09/2024	59121	158433	Core & Main LP.	110202000	363.40
05/24	05/09/2024	59122	158596	Elijah Spray VT	110202000	200.00
05/24	05/09/2024	59123	6080	Fuelman of Oklahoma or	110202000	5,013.54
05/24	05/09/2024	59124	158273	Johnny Freeze Cream Ice, LLC	110202000	875.00
05/24	05/09/2024	59125	158509	Littlefield Oil Company	110202000	9,050.79
05/24	05/09/2024	59126	158383	Macquarie Equipment Capital Inc.	110202000	374.00
05/24	05/09/2024	59127	11300	Northeast OK Public Facilities	110202000	1,119.91
05/24	05/09/2024	59128	11770	Ok Dept of Transportation	110202000	36,346.60
05/24	05/09/2024	59129	158602	Oklahoma Alliance for Animals Inc	110202000	274.68
05/24	05/09/2024	59130	157851	One Source Water, LLC	110202000	114.84
05/24	05/09/2024	59131	12985	Power Train Inc.	110202000	2,676.23

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/24	05/09/2024	59132	158160	Rachel Dallis	110202000	3,200.00
05/24	05/09/2024	59133	158530	Rhonda Norris RVT	110202000	850.00
05/24	05/09/2024	59134	14230	Sadler Paper Supply	110202000	589.13
05/24	05/09/2024	59135	12250	Service Oklahoma	110202000	91.50
05/24	05/09/2024	59136	15900	Tahlequah Printing Co	110202000	225.00
05/24	05/09/2024	59137	15908	Tahlequah Public Facilities Auth	110202000	293,373.02
05/24	05/09/2024	59138	158472	Tim M Synar	110202000	1,000.00
05/24	05/09/2024	59139	16510	Total Pest Control	110202000	165.00
05/24	05/09/2024	59140	17420	Walker Companies	110202000	89.50
05/24	05/17/2024	59149	158591	Abercrombie Consulting, LLC	110202000	18,500.00
05/24	05/17/2024	59150	158331	Admiral Express, LLC	110202000	419.90
05/24	05/17/2024	59151	885	Amazon Capital Services, Inc.	110202000	43.99
05/24	05/17/2024	59152	1230	Arkholia Sand & Gravel	110202000	4,075.50
05/24	05/17/2024	59153	225	AT&T (Landline Bills)	110202000	411.68
05/24	05/17/2024	59154	157971	AT&T Mobility II LLC	110202000	1,796.32
05/24	05/17/2024	59155	240	AT&T Mobility II LLC (POLICE)	110202000	1,589.69
05/24	05/17/2024	59156	2020	Bill John Baker II	110202000	5,460.00
05/24	05/17/2024	59157	2415	Bull Tuff Mud Company Ready Mix	110202000	17,202.00
05/24	05/17/2024	59158	2795	Chamber of Commerce	110202000	625.00
05/24	05/17/2024	59159	3380	Cintas Corp #2	110202000	71.40
05/24	05/17/2024	59160	158573	Crowe & Dunlevy	110202000	4,440.00
05/24	05/17/2024	59161	158601	Cutting Edge Automotive Solutions LLC	110202000	4,783.80
05/24	05/17/2024	59162	4240	D & B Rodgers Construction & Sons LLP	110202000	5,796.00
05/24	05/17/2024	59163	4550	DBT TRansportation Services LLC	110202000	1,100.00
05/24	05/17/2024	59164	158596	Elijah Spray VT	110202000	200.00
05/24	05/17/2024	59165	6080	Fuelman of Oklahoma or	110202000	3,886.62
05/24	05/17/2024	59166	6825	GT Distributors - Austin	110202000	1,239.04
05/24	05/17/2024	59167	7650	Hutchens Construction Co. (Emery Sapp&So	110202000	3,003.75
05/24	05/17/2024	59168	158388	LawnStars Landscaping, LLC	110202000	1,630.00
05/24	05/17/2024	59169	158509	Littlefield Oil Company	110202000	5,797.26
05/24	05/17/2024	59170	9770	Love Bottling Company	110202000	2,014.80
05/24	05/17/2024	59171	10580	Mike Palmer	110202000	1,695.20
05/24	05/17/2024	59172	158544	Newton Equipment, LLC	110202000	739.67
05/24	05/17/2024	59173	157851	One Source Water, LLC	110202000	115.83
05/24	05/17/2024	59174	12390	OTA	110202000	44.70
05/24	05/17/2024	59175	158530	Rhonda Norris RVT	110202000	350.00
05/24	05/17/2024	59176	158518	Ryadd LLC	110202000	846.00
05/24	05/17/2024	59177	16175	The Lifeguard Store	110202000	828.00
05/24	05/17/2024	59178	16985	UniFirst Holdings Inc	110202000	170.80
05/24	05/17/2024	59179	158022	VIP Voice Services LLC	110202000	2,972.00
05/24	05/21/2024	59180	157844	Green Country Abstract & Title Co LLC	110202000	251,645.00
05/24	05/23/2024	59181	885	Amazon Capital Services, Inc.	110202000	232.69
05/24	05/23/2024	59182	157857	Brian Speake	110202000	300.00
05/24	05/23/2024	59183	2415	Bull Tuff Mud Company Ready Mix	110202000	1,088.00
05/24	05/23/2024	59184	2436	Burton Pools and Spas, LLC	110202000	1,845.80
05/24	05/23/2024	59185	3010	Cherokee County Board of Comm.	110202000	21.51
05/24	05/23/2024	59186	158587	Cheryl Ann Leeds	110202000	48.75
05/24	05/23/2024	59187	157988	Consolidated Communications	110202000	1,185.47
05/24	05/23/2024	59188	158564	Craig Philpott Concrete Construction	110202000	11,650.00
05/24	05/23/2024	59189	158178	Enterprise Fleet Management, Inc.	110202000	44,079.07
05/24	05/23/2024	59190	158489	Freese and Nichols, Inc.	110202000	51,646.57
05/24	05/23/2024	59191	6080	Fuelman of Oklahoma or	110202000	4,753.46
05/24	05/23/2024	59192	158079	Glidewell Distributing Co, Inc.	110202000	2,461.86
05/24	05/23/2024	59193	6740	Greg's Port-A-Potties	110202000	75.00
05/24	05/23/2024	59194	158579	Homebase	110202000	15,000.00
05/24	05/23/2024	59195	157846	Lake Region Electric-Telecom	110202000	137.88
05/24	05/23/2024	59196	12310	Old Dominion Brush Company Inc.	110202000	1,190.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/24	05/23/2024	59197	12380	Osman Equipment	110202000	3,515.87
05/24	05/23/2024	59198	12910	Pitney Bowes	110202000	171.30
05/24	05/23/2024	59199	14230	Sadler Paper Supply	110202000	2,590.70
05/24	05/23/2024	59200	16175	The Lifeguard Store	110202000	113.00
05/24	05/23/2024	59201	15920	TPWA Utilities	110202000	12,202.47
05/24	05/23/2024	59202	17510	Waste Management	110202000	28,436.99
05/24	05/30/2024	59209	158499	31 Dynaminc Group	110202000	2,400.00
05/24	05/30/2024	59210	215	A T & T	110202000	124.75
05/24	05/30/2024	59211	158331	Admiral Express, LLC	110202000	379.99
05/24	05/30/2024	59212	158603	Amber Payton	110202000	125.96
05/24	05/30/2024	59213	246	AT&T Mobility II LLC (FIRE)	110202000	555.52
05/24	05/30/2024	59214	2435	Burrow Construction LLC	110202000	3,660.34
05/24	05/30/2024	59215	2490	CDL Electric Co., Inc.	110202000	4,256.20
05/24	05/30/2024	59216	3433	City of Tahlequah-Bond	110202000	250.00
05/24	05/30/2024	59217	158436	EPIC Office Solutions	110202000	602.86
05/24	05/30/2024	59218	6080	Fuelman of Oklahoma or	110202000	4,383.97
05/24	05/30/2024	59219	7650	Hutchens Construction Co. (Emery Sapp&So	110202000	3,087.50
05/24	05/30/2024	59220	158376	JD Carey, CPA	110202000	30.00
05/24	05/30/2024	59221	8860	Justin Hackworth	110202000	215.74
05/24	05/30/2024	59222	158388	LawnStars Landscaping, LLC	110202000	1,610.00
05/24	05/30/2024	59223	158173	Nicholas Crittenden	110202000	215.74
05/24	05/30/2024	59224	12000	Ok Production Ctr, Inc	110202000	3,966.67
05/24	05/30/2024	59225	14360	Sand Tech Screening LLC	110202000	936.00
05/24	05/30/2024	59226	15085	Southern Tire Mart, LLC	110202000	5,035.00
05/24	05/30/2024	59227	15850	Tahlequah Lumber Co	110202000	3,272.77
05/24	05/30/2024	59228	158179	THA Hospitality, LLC	110202000	6,803.15
05/24	05/30/2024	59229	158044	Voss Electric Co	110202000	192,822.30
05/24	05/30/2024	59230	17750	Wight Office Machines	110202000	60.71
05/24	05/15/2024	20240502	158577	WEX Bank	110202000	4,957.25 M
05/24	05/15/2024	20240511	158577	WEX Bank	110202000	4,506.62 M
05/24	05/29/2024	20240523	158577	WEX Bank	110202000	6,281.28 M
05/24	05/29/2024	20240529	157988	Consolidated Communications	110202000	1,167.95 M

Grand Totals:

1,471,583.49

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-110400	250.00	.00	250.00
110202000	2,853.42	1,474,436.91-	1,471,583.49-
110-230300	4,706.26	.00	4,706.26
110-230600	232.00	.00	232.00
110-51-5400	125.96	.00	125.96
110-51-6100	799.89	.00	799.89
110-51-6300	126.91	.00	126.91
110-51-6320	627.75	.00	627.75
110-51-6400	53.82	.00	53.82
110-51-7200	8,621.67	.00	8,621.67
110-51-7300	3,145.07	.00	3,145.07
110-51-7400	10,489.44	2,353.42-	8,136.02
110-51-8700	19,495.74	.00	19,495.74
110-51-9146	195,582.01	.00	195,582.01
110-52-7200	1,257.11	.00	1,257.11
110-55-7200	8,747.04	.00	8,747.04

M = Manual Check, V = Void Check



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4e
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the **May 2024 Purchasing Card Statement.**

Background

Regular monthly agenda item.

Exhibits

1. 06.03.2024 PCard May

Funding Source

Request



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

ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 05-24-2024
AMOUNT DUE \$49,004.59
NEW BALANCE \$49,004.59
PAYMENT DUE ON RECEIPT



000025893 02 SP 106481046100202 S
CITY OF TAHLEQUAH
ATTN MARTY HAINZINGER
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801

AMOUNT ENCLOSED

\$

Please make check payable to
CORPORATE PAYMENT SYSTEMS

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

4715110304186724 004900459 004900459

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
CITY OF TAHLEQUAH	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance	
Company Total	\$49,715.37	\$51,141.65	\$0.00	\$0.00	\$0.00	\$2,137.06	\$49,715.37	\$49,004.59	

CORPORATE ACCOUNT ACTIVITY									
CITY OF TAHLEQUAH					TOTAL CORPORATE ACTIVITY				
					\$49,715.37 CR				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
04-30	04-30	74715114121412100000620	PAYMENT-THANK YOU Q				49,715.37 PY		

NEW ACTIVITY									
LARRY M UNDERWOOD		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY				
		\$0.00	\$249.64	\$0.00	\$249.64				
Post Date	Tran Date	Reference Number	Transaction Description				Amount		
04-29	04-26	24455014117141000025448	WAL-MART #0010 TAHLEQUAH OK				174.64		
05-07	05-06	24416064127900014400017	SOONER ELECTRONICS TAHLEQUAH OK				75.00		

CUSTOMER SERVICE CALL 800-344-5696	ACCOUNT NUMBER [REDACTED]		ACCOUNT SUMMARY	
	STATEMENT DATE 05/25/24	DISPUTED AMOUNT .00	PREVIOUS BALANCE PURCHASES & OTHER CHARGES	49,715.37 51,141.65
SEND BILLING INQUIRIES TO: CORPORATE PAYMENT SYSTEMS P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE 49,004.59		CASH ADVANCES	.00
			CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	2,137.06
			PAYMENTS	49,715.37
			ACCOUNT BALANCE	49,004.59



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY**RICKY HICKS****CREDITS**
\$0.00**PURCHASES**
\$409.89**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$409.89

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-08	05-07	24270744128900017500038	PACELINE CYCLERY TAHLEQUAH OK	74.90
05-13	05-10	24226384132360625363622	WAL-MART #0010 TAHLEQUAH OK	23.23
05-13	05-10	24656044133030088204013	A&C FIRE EXTINGUISHER CO YUKON OK	304.00
05-17	05-16	24431054138838001538044	O'REILLY 187 TAHLEQUAH OK	7.76

DEXTER K SCOTT**CREDITS**
\$142.69**PURCHASES**
\$5,296.22**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$5,153.53

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24231684117400042034052	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	45.97
04-29	04-26	24416064117900014000017	SOONER ELECTRONICS TAHLEQUAH OK	185.00
04-29	04-26	24416064117900014000025	SOONER ELECTRONICS TAHLEQUAH OK	185.00
04-29	04-26	24416064117900014000033	SOONER ELECTRONICS TAHLEQUAH OK	185.00
04-29	04-26	24431054118838001667243	O'REILLY 187 TAHLEQUAH OK	101.07
05-01	04-30	24137464121300819901002	SOUTHERN TIRE MART #349 601-424-3200 AR	545.56
05-02	05-01	24431054123838000681750	O'REILLY 187 TAHLEQUAH OK	158.18
05-02	05-01	24692164123105249061900	STUTEVILLE FORD TAHLEQUAH OK	327.52
05-06	05-03	24692164125107582401360	FAIRFIELD INN & SUITES KISSIMMEE FL 87438 ARRIVAL: 04-28-24	525.00
05-08	05-07	24137464128300796132921	SOUTHERN TIRE MART #349 601-424-3200 AR	545.56
05-09	05-07	24445004129500517415493	LITTLE CAESARS 1944 0001 TAHLEQUAH OK	142.69
05-10	05-09	24431054131838001177006	O'REILLY 187 TAHLEQUAH OK	174.42
05-13	05-09	74445004131100312578677	LITTLE CAESARS 1944 0001 TAHLEQUAH OK	142.69 CR
05-13	05-09	24445004131100172641768	LITTLE CAESARS 1944 0001 TAHLEQUAH OK	130.31
05-15	05-14	24231684136206388100010	CHILI'S TAHLEQUAH TAHLEQUAH OK	177.61
05-15	05-14	24431054136838001876578	O'REILLY 187 TAHLEQUAH OK	179.32
05-16	05-15	24801974136839000010012	H & H AUTO TAHLEQUAH OK	122.00
05-16	05-15	24801974136839000010020	H & H AUTO TAHLEQUAH OK	7.50
05-16	05-15	24801974136839000010038	H & H AUTO TAHLEQUAH OK	87.00
05-16	05-15	24801974136839000010046	H & H AUTO TAHLEQUAH OK	35.00
05-16	05-15	24801974136839000010053	H & H AUTO TAHLEQUAH OK	35.00
05-16	05-15	24801974136839000010061	H & H AUTO TAHLEQUAH OK	75.00
05-16	05-15	24801974136839000010079	H & H AUTO TAHLEQUAH OK	508.65
05-17	05-16	24692164137107692619089	LOWES #01818* TAHLEQUAH OK	34.98
05-23	05-22	24801974144839000010012	H & H AUTO TAHLEQUAH OK	757.88
05-23	05-22	24801974144839000010020	H & H AUTO TAHLEQUAH OK	25.00

DARRYL D DECKARD**CREDITS**
\$0.00**PURCHASES**
\$3,550.19**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,550.19

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-10	05-09	24000974130594300539153	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	55.57
05-13	05-10	24055224131839000010127	CHRISS QUICK LUBE LLC TAHLEQUAH OK	71.20
05-14	05-13	24000974134616903252508	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	3.26
05-14	05-13	24000974134617102033699	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	57.60
05-14	05-13	24000974134617102033707	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	349.08
05-14	05-13	24692164134104920849037	AMZN MKTP US*ZK8991NO3 AMZN.COM/BILL WA	214.44
05-15	05-14	24116414135716324873705	TMS EQUIPMENT SERVICES 402-281-1551 MT	31.35
05-16	05-15	24692164136106855387311	LOWES #01818* TAHLEQUAH OK	5.47
05-17	05-15	24412954137081901220125	BROKEN ARROW ELECTRIC SU 918-512-3254 OK	76.25



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-20	05-18	24692164139109253828875	SQ *CHEMDRY CARPET CLEANI MUSKOGEE OK	400.00
05-21	05-20	24431054142838000440311	O'REILLY 187 TAHLEQUAH OK	11.12
05-22	05-21	24270744142900018137923	ADAMS HEAT AIR LLC 918-4561429 OK	108.00
05-23	05-22	24000974143668901802221	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	133.38
05-23	05-22	24000974143670101138760	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	73.20
05-24	05-23	24137464145001669333419	AUTOZONE #0550 TAHLEQUAH OK	6.64
05-24	05-22	24412954144081582576036	BROKEN ARROW ELECTRIC SU 918-512-3254 OK	1,798.01
05-24	05-23	24801974144839000010012	H & H AUTO TAHLEQUAH OK	155.62
BRAD HALE				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$70.28	\$0.00
				TOTAL ACTIVITY
				\$70.28
Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-22	05-21	24055224142839000010066	CHRISS QUICK LUBE LLC TAHLEQUAH OK	65.92
05-22	05-21	24692164142101862449750	LOWES #01818* TAHLEQUAH OK	4.36
MARK WHITTMORE				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$336.00	\$0.00
				TOTAL ACTIVITY
				\$336.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24755424116281162254466	CASCO INDUSTRIES INC 318-8655107 LA	336.00
TIFFANY D SIEN				
		CREDITS	PURCHASES	CASH ADV
		\$208.48	\$2,217.03	\$0.00
				TOTAL ACTIVITY
				\$2,008.55
Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-02	04-30	74445004121300849837065	FSP*HEARTH AND POOL TAHLEQUAH OK	195.00 CR
05-06	05-03	24455014124141000025423	WAL-MART #0010 TAHLEQUAH OK	97.72
05-06	05-03	24755424124181245766082	HALOGEN SUPPLY COMPANY IN 773-2866300 IL	92.92
05-09	05-08	24445004129300656455891	FSP*HEARTH AND POOL TAHLEQUAH OK	838.80
05-10	05-09	24445004131400243083101	WM SUPERCENTER #10 TAHLEQUAH OK	52.72
05-13	05-10	24445004131300708611307	FSP*HEARTH AND POOL TAHLEQUAH OK	560.00
05-15	05-14	24445004136400229409655	WM SUPERCENTER #10 TAHLEQUAH OK	295.98
05-16	05-14	74445004136400256774737	WM SUPERCENTER #10 TAHLEQUAH OK	13.48 CR
05-16	05-15	24692164136106855387329	LOWES #01818* TAHLEQUAH OK	16.74
05-20	05-17	24445004138300677062980	FSP*HEARTH AND POOL TAHLEQUAH OK	59.49
05-21	05-20	24692164141100874359065	AMZN MKTP US*782HF9193 AMZN.COM/BILL WA	19.98
05-24	05-23	24226384144360701494529	WAL-MART #0010 TAHLEQUAH OK	133.28
05-24	05-23	24445004144300648230544	FSP*HEARTH AND POOL TAHLEQUAH OK	49.40
ROCKIE S NEUGIN				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$92.61	\$0.00
				TOTAL ACTIVITY
				\$92.61



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-03	05-02	24801974123400153000303	TAHLEQUAH LUMBER TAHLEQUAH OK	26.26
05-06	05-03	24801974124400155000060	TAHLEQUAH LUMBER TAHLEQUAH OK	38.70
05-10	05-09	24000974130594301953361	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	27.65
JUSTIN HACKWORTH				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$31.50	\$0.00
				TOTAL ACTIVITY
				\$31.50
Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-02	05-01	24801974122400151000066	TAHLEQUAH LUMBER TAHLEQUAH OK	31.50
JOHN N KING				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$1,749.19	\$0.00
				TOTAL ACTIVITY
				\$1,749.19
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-28	24692164119102476943203	AMZN MKTP US*YE8GF94F3 AMZN.COM/BILL WA	68.96
05-16	05-15	24055224136839000010031	CHRISS QUICK LUBE LLC TAHLEQUAH OK	58.92
05-16	05-15	24431064136083727743872	AMAZON.COM*G703J2R83 SEATTLE WA	161.28
05-20	05-18	24692164139109396312514	AMZN MKTP US*6R3154BX3 AMZN.COM/BILL WA	318.54
05-22	05-21	24000774142000017066159	EFCOMBATIVES HTTPSWWW.EFCO SC	1,120.00
05-23	05-22	24692164143102387635005	AMZN MKTP US*EB1Z557P3 AMZN.COM/BILL WA	21.49
ERIC L AMONS				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$3,223.59	\$0.00
				TOTAL ACTIVITY
				\$3,223.59
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24692164116109942125136	SQ*ALL DESIGNS TAHLEQUAH OK	379.60
04-26	04-24	24765194116030024821856	PATE INDUSTRIAL SUPPLY IN MUSKOGEE OK	170.57
05-02	05-01	24431064123636000027415	PTG OF TULSA 918-445-5300 OK	37.65
05-02	05-02	24801974123091502000035	MORGAN TOWING & RECOVERY 918-990-2822 OK	348.74
05-03	05-02	24431064124636000033669	PTG OF TULSA TULSA OK	157.99
05-03	05-02	24755424123181233658136	POWER TRAIN INC TULSA OK	60.88
05-07	05-03	24687204127030022995438	RAMBIN PETROLEUM INC 918-446-3557 OK	903.00
05-16	05-15	24431064137636000023657	PTG OF TULSA 918-445-5300 OK	145.19
05-17	05-16	24193044138000015180771	WELDON PARTS MUSKOGEE MUSKOGEE OK	11.72
05-17	05-16	24431054138838000173827	O'REILLY 187 TAHLEQUAH OK	69.95
05-17	05-16	24431054138838004515205	O'REILLY 187 TAHLEQUAH OK	59.98
05-20	05-17	24193044139000015280976	WELDON PARTS MUSKOGEE MUSKOGEE OK	108.97
05-20	05-17	24493984139207106100054	RUSH TRK CTR TULSA TULSA OK	444.90
05-22	05-21	24755424142281428826733	POWER TRAIN INC TULSA OK	324.45
AARON D GARRETT				
		CREDITS	PURCHASES	CASH ADV
		\$154.21	\$357.98	\$0.00
				TOTAL ACTIVITY
				\$203.77



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-01	04-12	74755424121281184145039	HOMES TO SUITES BY HILTON 205-3492002 AL 80235675 ARRIVAL: 04-07-24	154.21 CR
05-03	05-02	24692164123105952923692	LOWES #01818* TAHLEQUAH OK	172.98
05-09	05-08	24445004130400232947432	WM SUPERCENTER #10 TAHLEQUAH OK	89.00
05-13	05-10	24431054132838001500354	O'REILLY 187 TAHLEQUAH OK	28.70
05-17	05-15	24275394137900016009443	CONWAY SHIELD 262-7821886 WI	67.30

RICHARD S COFFRON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,515.82	\$0.00	\$1,515.82

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-30	04-29	24431054121838000734676	O'REILLY 187 TAHLEQUAH OK	40.78
04-30	04-29	24692164120102960184139	INT'L CODE COUNCIL INC 888-422-7233 IL	135.00
05-03	05-01	24034544123000336275457	CHRISS QUICK LUBE LLC TAHLEQUAH OK	58.92
05-03	05-01	24034544123000336275465	CHRISS QUICK LUBE LLC TAHLEQUAH OK	60.42
05-24	05-23	24421144144900018100060	SAND TECH SCREENING LLC TAHLEQUAH OK	1,220.70

BRIAN F SPEAKE	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,776.63	\$0.00	\$1,776.63

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-03	05-02	24055224123207509200062	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	160.00
05-06	05-03	24231684125400042049050	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	6.98
05-06	05-03	24431064125207368100224	OK STATE DEPT OF HEALTH OKLAHOMA CITY OK	50.00
05-06	05-03	24692164124106836955651	LOWES #01818* TAHLEQUAH OK	59.94
05-06	05-03	24733092125400867010299	OK GOV EGOV.COM OK	5.22
05-08	05-07	24692164128100066854805	LOWES #01818* TAHLEQUAH OK	11.96
05-09	05-08	24431054130838002010116	O'REILLY 187 TAHLEQUAH OK	353.97
05-13	05-10	24445004132600263373980	DOLLAR GENERAL #19882 TAHLEQUAH OK	18.62
05-15	05-14	24692164135106013594254	SQ *CHEROKEE COUNTY WRECK TAHLEQUAH OK	200.00
05-17	05-16	24416064137900011700011	SPRINGWATER FENCE CO PARK HILL OK	909.94

RICK DYE	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$76.77	\$8,136.36	\$0.00	\$8,059.59

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24193044117000013377531	WELDON PARTS MUSKOGEE MUSKOGEE OK	476.74
04-26	04-25	24431054117838004493887	O'REILLY 187 TAHLEQUAH OK	54.54
04-29	04-26	24431064118636000026968	PTG OF TULSA 918-445-5300 OK	287.49
04-30	04-29	24431054121838002353533	O'REILLY 187 TAHLEQUAH OK	255.99
04-30	04-30	24692164121103611917074	ULINE *SHIP SUPPLIES 800-295-5510 WI	257.38
05-01	04-30	24431054122838003916246	O'REILLY 187 TAHLEQUAH OK	69.30
05-01	04-30	24801974121400159000135	TAHLEQUAH LUMBER TAHLEQUAH OK	38.43
05-02	05-01	24692164122104928319763	LOWES #01818* TAHLEQUAH OK	14.46
05-03	05-02	24692164123105868425907	SQ *R R WELDING AND FABRI TAHLEQUAH OK	1,450.03
05-06	05-03	24193044125000014078856	WELDON PARTS MUSKOGEE MUSKOGEE OK	212.49
05-06	05-03	24431054125838000029883	O'REILLY 187 TAHLEQUAH OK	63.60
05-06	05-03	24765194126030051601419	PATE INDUSTRIAL SUPPLY IN MUSKOGEE OK	10.26
05-09	05-08	24231684130400042058732	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	137.93



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-10	05-09	24941664130838000010034	DAVIS OIL CO., INC. TAHLEQUAH OK	977.69
05-13	05-10	74801974131400157000841	TAHLEQUAH LUMBER TAHLEQUAH OK	76.77 CR
05-13	05-10	24801974131400157000788	TAHLEQUAH LUMBER TAHLEQUAH OK	76.77
05-13	05-10	24801974131400157000853	TAHLEQUAH LUMBER TAHLEQUAH OK	58.83
05-14	05-13	24692164134105132426993	SQ *R R WELDING AND FABRI TAHLEQUAH OK	1,226.50
05-15	05-15	24801974136091505000193	MORGAN TOWING & RECOVERY MORGANTOWINGA OK	1,637.22
05-23	05-22	24055224143207509600077	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	150.42
05-23	05-22	24431054144838004847568	O'REILLY 187 TAHLEQUAH OK	104.17
05-24	05-24	24801974145091504000102	MORGAN TOWING & RECOVERY 918-990-2822 OK	576.12
WHITNEY G SHAW				
		CREDITS	PURCHASES	CASH ADV
		\$46.50	\$195.80	\$0.00
				TOTAL ACTIVITY
				\$149.30
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-26	74744004117900014582554	TAHLEQUAH DAILY PRESS 918-4568833 OK	46.50 CR
05-14	05-13	24231684135400042067548	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	120.98
05-20	05-18	24692164139109017419052	AMZN MKTP US*RM9H23HF3 AMZN.COM/BILL WA	51.12
05-23	05-22	24744004143900016594675	TAHLEQUAH DAILY PRESS 918-4568833 OK	23.70
MANDY D KING				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$238.78	\$0.00
				TOTAL ACTIVITY
				\$238.78
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-26	24692164117100747069909	AMZN MKTP US*1Y30G8XA3 AMZN.COM/BILL WA	238.78
CASEY D BAKER				
		CREDITS	PURCHASES	CASH ADV
		\$174.69	\$1,195.51	\$0.00
				TOTAL ACTIVITY
				\$1,020.82
Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-02	05-01	24000774122000018583313	SIGTRONICS CORPORATION 190-93059399 CA	817.81
05-08	05-07	74943004129970978085071	HOLIDAY INN ST LOUIS SW 3148216600 MO	58.62 CR
05-09	05-08	24183104129900012900011	SPECIAL OPS UNIFORMS - TU TULSA OK	166.17
05-09	05-08	24207854129319100039982	OKLAHOMA POLICE SUPPLY LL TULSA OK	6.51
05-09	05-08	24943004130970097779812	HOLIDAY INN ST LOUIS SW 3148216600 MO	116.07
			0030663148216600 ARRIVAL: 05-05-24	
05-10	05-09	24231684131400021195462	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	44.98
05-10	05-09	24231684131400021195496	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	43.97
05-13	05-09	74943004131970357487001	HOLIDAY INN ST LOUIS SW 3148216600 MO	116.07 CR
VICKY E GREEN				
		CREDITS	PURCHASES	CASH ADV
		\$0.00	\$2,399.32	\$0.00
				TOTAL ACTIVITY
				\$2,399.32
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-30	04-29	24445004121000981121543	COVETRUS NORTH AMERICA 614-761-9095 OH	11.25



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-30	04-29	24692164120103398544365	LOWES #01818* TAHLEQUAH OK	35.92
05-16	05-16	24492164137000006796820	PMC - PAID PARKING HTTPSPARKINGM TN	136.41
05-17	05-15	24692164137107379929538	HOTEL GIBBS SAN ANTONIO TX 112529 ARRIVAL: 05-14-24	549.95
05-23	05-22	24116414143718657734314	REVIVAL ANIMAL HEALTH LLC 712-737-5555 IA	1,068.99
05-23	05-22	24445004144001025770876	COVETRUS NORTH AMERICA 614-761-9095 OH	596.80
KAREN D MURPHY		CREDITS \$0.00	PURCHASES \$1,671.52	CASH ADV \$0.00
		TOTAL ACTIVITY \$1,671.52		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-26	24492154117713301702773	EASY CANVAS PRINTS 180-032-1726 TX	326.69
05-03	05-02	24445004124001016541199	WALGREENS #10785 TAHLEQUAH OK	20.99
05-10	05-09	24744004130900015486035	TAHLEQUAH DAILY PRESS 918-4568833 OK	650.00
05-20	05-17	24275474140644900168957	FRECH MEXICAN GRILL TAHLEQUAH OK	25.00
05-20	05-17	24692164138108481586496	SQ *KRONER AND BAER TAHLEQUAH OK	25.00
05-20	05-17	24692164139109132898982	TST* VIDALIAS TAHLEQUAH OK	25.00
05-20	05-17	24733094139091497000711	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	59.99
05-20	05-17	24801974139690600869571	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	190.00
05-21	05-20	24013394141004530167323	150 BRAUMS STORE TAHLEQUAH OK	40.00
05-21	05-20	24445004142400248120970	WM SUPERCENTER #10 TAHLEQUAH OK	125.08
05-22	05-21	24011344142000045130091	SP 490 CREATIONS 191-82892706 OK	72.50
05-23	05-22	24000774143000018107761	WWW.RIVERB* RIVERBENDF WWW.RIVERBEND OK	51.27
05-23	05-22	24055234144400492079015	TIL*TP 7 BREW SB068 TAHLEQUAH OK	10.00
05-23	05-22	24228994143027017581597	THE MUSTARD SEED TAHLEQUAH OK	25.00
05-23	05-22	24692164144100059025769	SQ *LINNEY BREAUX'S CAJUN TAHLEQUAH OK	25.00
MARK MANSHIP		CREDITS \$17.86	PURCHASES \$965.46	CASH ADV \$0.00
		TOTAL ACTIVITY \$947.60		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-24	24492164116000018189449	SP LIBERTYFLAGS.COM HTTPSLIBERTYF OK	17.86 CR
04-26	04-25	24000974116513801856336	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	18.10
04-29	04-26	24692164117100407216873	AMZN MKTP US* TU0BC2ZG3 AMZN.COM/BILL WA	151.00
04-30	04-29	24000974120536601079415	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	123.78
05-01	04-30	24000974121543301200878	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	253.26
05-01	04-29	24137464122001579283750	TRACTOR SUPPLY #1173 TAHLEQUAH OK	75.97
05-02	05-01	24431054123838002439504	O'REILLY 187 TAHLEQUAH OK	23.42
05-03	05-02	24000974123554003674409	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	25.43
05-07	05-06	24270744127900016520681	ADAMS HEAT AIR LLC TAHLEQUAH OK	294.50
KENNETH D BARNES		CREDITS \$0.00	PURCHASES \$669.65	CASH ADV \$0.00
		TOTAL ACTIVITY \$669.65		
Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-24	24692164116109548226049	LOWES #01818* TAHLEQUAH OK	289.00
05-06	05-03	24226384124360584549245	WAL-MART #0010 TAHLEQUAH OK	13.98
05-10	05-09	24231684131400021195579	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	12.99
05-10	05-09	24943004130762178449872	CUMMINS INC - 91 812-377-4357 OK	338.71



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-16	05-15	24801974136400155000827	TAHLEQUAH LUMBER TAHLEQUAH OK	14.97

RANDY POWELL	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,250.64	\$0.00	\$1,250.64

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-29	04-26	24692164117100528812105	AMZN MKTP US*3K0CY8983 AMZN.COM/BILL WA	63.34
04-29	04-26	24692164117100670584858	AMZN MKTP US*MA7CF3Z53 AMZN.COM/BILL WA	83.95
05-02	04-30	24121574122510055335193	ID WHOLESALER 800-3214405 FL	239.88
05-17	05-17	24692164138107880944611	DIGI SECURITY SYSTEMS 918-825-7222 OK	409.50
05-23	05-22	24692164143102665239546	AMZN MKTP US*R98HJ1K62 AMZN.COM/BILL WA	138.00
05-23	05-23	24692164144102897483481	AMZN MKTP US*NW4OH36S3 AMZN.COM/BILL WA	146.00
05-24	05-23	24692164144100108435720	AMZN MKTP US*218WC8DI3 AMZN.COM/BILL WA	99.98
05-24	05-23	24692164144100432793430	AMZN MKTP US*IC0EQ0NB3 AMZN.COM/BILL WA	69.99

ELLIOT REIF	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,077.51	\$0.00	\$1,077.51

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-24	24207854116169201393258	APT US&C 989-8205205 MI	195.00
04-29	04-26	24692164117100571314314	AMZN MKTP US*DS8CP2Y13 AMZN.COM/BILL WA	237.98
04-29	04-26	24692164117100780393570	AMZN MKTP US*JY72O8P63 AMZN.COM/BILL WA	46.70
04-29	04-27	24692164118101135435586	AMZN MKTP US*UV3HK28Q3 AMZN.COM/BILL WA	31.92
04-30	04-29	24692164120103026260202	AMZN MKTP US*8Q4UB5NP3 AMZN.COM/BILL WA	115.41
04-30	04-29	24692164120103026501282	AMZN MKTP US*JQ3Q044C3 AMZN.COM/BILL WA	27.99
05-02	05-01	24005944122300849440624	GOVERNMENT FINANCE OFFIC CHICAGO IL	190.00
05-14	05-13	24270744134900011900012	TAHLEQUAH PRINTING 918-4585511 OK	140.00
05-20	05-18	24692164139109344293030	AMZN MKTP US*CS68A3TL3 AMZN.COM/BILL WA	92.51

SEAN VALDEZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$182.20	\$0.00	\$182.20

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-03	05-02	24692164123105833555192	LOWES #01818* TAHLEQUAH OK	34.96
05-08	05-02	24692164124106445413597	LOWES #01818* TAHLEQUAH OK	70.94
05-07	05-06	24692164127109335228643	LOWES #01818* TAHLEQUAH OK	15.98
05-09	05-08	24453884130005424049303	MARIOS TIRE SHOP TAHLEQUAH OK	36.40
05-16	05-14	24692164136106441167078	LOWES #01818* TAHLEQUAH OK	23.92

LARRY P BLACKMAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$315.10	\$915.74	\$0.00	\$600.64

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	74801974116400151000192	TAHLEQUAH LUMBER TAHLEQUAH OK	315.10 CR



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 05-24-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24801974116400151000189	TAHLEQUAH LUMBER TAHLEQUAH OK	315.10
04-26	04-25	24801974116400151000213	TAHLEQUAH LUMBER TAHLEQUAH OK	287.76
04-30	04-29	24055224120207509900078	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	177.82
05-07	05-06	24275394127900018834642	KEMP STONE HULBERT SCALE 918-8253370 OK	135.06

JOHN W SUTTON**CREDITS**
\$0.00**PURCHASES**
\$780.04**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$780.04

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	24000974116513801856328	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	162.30
04-26	04-24	24733094116091491000235	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	119.99
04-26	04-25	24801974116400151000510	TAHLEQUAH LUMBER TAHLEQUAH OK	20.45
04-26	04-25	24801974116400151000528	TAHLEQUAH LUMBER TAHLEQUAH OK	2.49
04-29	04-25	24733094117091493000166	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	12.70
05-03	05-02	24431054124838002480333	O'REILLY 187 TAHLEQUAH OK	9.99
05-07	05-06	24055224127207509400056	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	157.80
05-07	05-06	24137464128001573193447	TRACTOR SUPPLY #1173 TAHLEQUAH OK	33.48
05-07	05-06	24326884128042000064793	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	119.94
05-20	05-17	24137464138300856455368	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	0.95
05-20	05-17	24431054139838004226406	O'REILLY 187 TAHLEQUAH OK	139.95

WILLIAM HARRIS**CREDITS**
\$850.76**PURCHASES**
\$6,243.85**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$5,393.09

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-26	04-25	74193044117000013377635	WELDON PARTS MUSKOGEE MUSKOGEE OK	123.04 CR
04-26	04-24	24067204116425190000024	KIRBY SMITH MACHINERY TUL TULSA OK	592.12
04-26	04-25	24193044117000013377473	WELDON PARTS MUSKOGEE MUSKOGEE OK	185.14
04-29	04-26	24941664117838000010015	DAVIS OIL CO., INC. TAHLEQUAH OK	9.96
04-30	04-29	24431054121838003159384	O'REILLY 187 TAHLEQUAH OK	71.51
05-01	04-30	74941664121838000010014	DAVIS OIL CO., INC. TAHLEQUAH OK	9.96 CR
05-01	04-30	24941664121838000010027	DAVIS OIL CO., INC. TAHLEQUAH OK	9.96
05-02	05-01	24801974122400151000074	TAHLEQUAH LUMBER TAHLEQUAH OK	86.90
05-03	05-02	24326884124042000030947	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	38.31
05-03	05-02	24431054124838004103651	O'REILLY 187 TAHLEQUAH OK	46.00
05-06	05-03	24431054125838004936828	O'REILLY 187 TAHLEQUAH OK	11.24
05-07	05-06	24801974127400159000261	TAHLEQUAH LUMBER TAHLEQUAH OK	26.99
05-08	05-07	24431054129838001081947	O'REILLY 187 TAHLEQUAH OK	83.59
05-09	05-08	24055224129207509600109	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	53.26
05-09	05-08	24755424129271290631144	P AND K EQUIPMENT MUSKOGEE MUSKOGEE OK	715.32
05-09	05-08	24915074129200572600295	WHEELER METALS, INC MUSKOGEE OK	430.00
05-09	05-08	24915074130400444000057	THE LAWN MOWER SHOP TAHLEQUAH OK	94.50
05-13	05-10	24690514132207130300079	ADRIAN FARM SUPPLY TAHLEQUAH OK	173.90
05-13	05-10	24765014131872697391878	PRYOR KUBOTA PRYOR OK	61.11
05-14	05-10	74755424134271315154187	P AND K EQUIPMENT MUSKOGEE MUSKOGEE OK	598.51 CR
05-14	05-13	24431054135838001543658	O'REILLY 187 TAHLEQUAH OK	25.98
05-15	05-14	24055224135207509000047	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	71.94
05-15	05-14	24055224135839000010073	CHRISS QUICK LUBE LLC TAHLEQUAH OK	63.92
05-15	05-14	24801974135400153000036	TAHLEQUAH LUMBER TAHLEQUAH OK	84.02
05-17	05-16	24707804137027018830141	FARMERS CO-OP TAHLEQUAH OK	575.00
05-17	05-16	24801974137400157000121	TAHLEQUAH LUMBER TAHLEQUAH OK	69.99
05-20	05-17	24137464139001697514277	TRACTOR SUPPLY #1173 TAHLEQUAH OK	23.38
05-23	05-22	24067204143422190001042	KIRBY SMITH MACHINERY TUL 918-4381700 OK	1,150.03
05-23	05-22	24122594143017027594040	CUTTING EDGE AUTOMOTIV 855-839-2626 AL	795.00



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4f
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the **May 2024 Open PO Report**.

Background

Regular Monthly agenda item.

Exhibits

1. 06.03.2024 Open PO Report-May 2024

Funding Source

Request

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
AIRPORT									
84837	BancFirst	1650	499214	07/01/2023	10,000.00	.00	.00	10,000.00	No
84894	William Marvin Johnson LLC	17803	499270	07/06/2023	3,600.00	3,300.00	.00	300.00	No
85362	DBT TRansportation Services LL	4550	499718	11/02/2023	1,100.00	.00	.00	1,100.00	No
85654	Third Generation Electrical, Inc.	157919	499993	02/15/2024	5,890.00	.00	.00	5,890.00	No
Total AIRPORT:					20,590.00	3,300.00	.00	17,290.00	
CEMETERY									
84934	Richard Smith	13880	499312	07/10/2023	35,000.00	20,650.00	.00	14,350.00	No
85130	Greg's Port-A-Potties	6740		08/23/2023	825.00	750.00	.00	75.00	No
85152	One Source Water, LLC	157851	499523	08/28/2023	500.00	227.70	.00	272.30	No
85956	BancFirst	1650	500276	05/29/2024	1,500.00	.00	.00	1,500.00	No
Total CEMETERY:					37,825.00	21,627.70	.00	16,197.30	
CITY CLERK									
85410	BancFirst	1650	499768	11/21/2023	5,000.00	.00	.00	5,000.00	No
Total CITY CLERK:					5,000.00	.00	.00	5,000.00	
Compliance									
85863	BancFirst	1650	500190	04/26/2024	10,000.00	.00	.00	10,000.00	No
85879	Assoc Veterinary Clinic	1330	500204	05/03/2024	35.00	.00	.00	35.00	No
85880	Tim M Synar	158472	500205	05/03/2024	35.00	.00	.00	35.00	No
Total Compliance:					10,070.00	.00	.00	10,070.00	
EMERGENCY MANAGEMENT									
85388	CDL Electric Co., Inc.	2490	499745	11/08/2023	284.05	.00	.00	284.05	No
85867	BancFirst	1650	500194	04/26/2024	500.00	.00	.00	500.00	No
Total EMERGENCY MANAGEMENT:					784.05	.00	.00	784.05	
FIRE									
85036	Casco Industries, Inc	2665	499411	07/31/2023	1,150.00	.00	.00	1,150.00	No
85208	Stryker Sales LLC	158547	499572	09/12/2023	2,700.00	.00	.00	2,700.00	No
85655	KNOX COMPANY	158076	499994	02/15/2024	194.00	.00	.00	194.00	No
85703	Pro Lawn & Landscape	13085	500039	03/04/2024	1,537.00	.00	.00	1,537.00	No
85718	One Source Water, LLC	157851	500052	03/07/2024	500.00	231.66	.00	268.34	No
85779	BancFirst	1650	500109	03/26/2024	10,000.00	.00	.00	10,000.00	No
85896	Casco Industries, Inc	2665	500220	05/08/2024	300,000.00	.00	.00	300,000.00	No
85923	NAFECO	10990	500245	05/16/2024	2,600.00	.00	.00	2,600.00	No
85949	Conrad Fire Equipment	3820	500269	05/28/2024	3,507.88	.00	.00	3,507.88	No
Total FIRE:					322,188.88	231.66	.00	321,957.22	
HOTEL MOTEL FUND									
85013	Chamber of Commerce	2794	499390	07/24/2023	79,209.00	68,317.77	.00	10,891.23	No
85013	Chamber of Commerce	2794	499390	07/24/2023	3,700.00	3,191.25	.00	508.75	No
85013	Chamber of Commerce	2794	499390	07/24/2023	7,750.00	6,684.38	.00	1,065.62	No
85013	Chamber of Commerce	2794	499390	07/24/2023	1,500.00	1,478.81	.00	21.19	No
85013	Chamber of Commerce	2794	499390	07/24/2023	195,361.00	168,498.87	.00	26,862.13	No
85013	Chamber of Commerce	2794	499390	07/24/2023	2,500.00	2,187.50	.00	312.50	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total HOTEL MOTEL FUND:					290,020.00	250,358.58	.00	39,661.42	
IT									
85955	BancFirst	1650	500275	05/29/2024	1,500.00	.00	.00	1,500.00	No
Total IT:					1,500.00	.00	.00	1,500.00	
LAW ENFORCEMENT									
84842	Total Pest Control	16510	499218	07/05/2023	500.00	75.00	.00	425.00	No
84847	TYR Tactical LLC	158467	499223	07/05/2023	1,400.00	.00	.00	1,400.00	No
84903	A & C Fire Extinguisher, Inc	170	499279	07/06/2023	1,000.00	.00	.00	1,000.00	No
84904	CivicPlus, Inc.	3465	499280	07/06/2023	4,700.00	.00	.00	4,700.00	No
84906	OTA	12390	499282	07/06/2023	1,000.00	15.20	.00	984.80	No
84919	National Association of School	11065	499295	07/06/2023	40.00	.00	.00	40.00	No
85094	Cintas Corp #2	3380	499468	08/10/2023	1,032.00	860.00	.00	172.00	No
85113	GT Distributors - Austin	6825	499487	08/21/2023	1,349.68	.00	.00	1,349.68	No
85215	Galls, Inc	6160	499578	09/14/2023	200.00	.00	.00	200.00	No
85235	Galls, Inc	6160	499597	09/22/2023	552.00	.00	.00	552.00	No
85330	Street Cop Training	158562	499687	10/24/2023	1,125.00	.00	.00	1,125.00	No
85430	GT Distributors - Austin	6825	499779	11/29/2023	3,741.44	2,302.84	.00	1,438.60	No
85443	Walker Companies	17420	499795	12/04/2023	420.00	89.00	.00	331.00	No
85479	TYR Tactical LLC	158467	499830	12/19/2023	61,708.92	.00	.00	61,708.92	No
85481	Northwest Fire Protection, Inc.	158372	499832	12/19/2023	255.00	.00	.00	255.00	No
85530	OK Board of Tests	11570	499877	01/09/2024	250.00	48.00	.00	202.00	No
85582	Applied Concepts, Inc.	1186	499921	01/30/2024	14,800.00	.00	.00	14,800.00	No
85645	Galls, Inc	6160	499984	02/13/2024	200.00	.00	.00	200.00	No
85645	Galls, Inc	6160	499984	02/13/2024	20.00	.00	.00	20.00	No
85678	GT Distributors - Austin	6825	500016	02/23/2024	1,972.84	1,707.05	.00	265.79	No
85723	Galls, Inc	6160	500057	03/08/2024	880.00	.00	.00	880.00	No
85743	Ok DARE Officers Association	11700	500076	03/14/2024	321.00	.00	.00	321.00	No
85750	Law Enforcement Psychological	9471	500083	03/18/2024	750.00	260.00	.00	490.00	No
85756	Bill's Body Shop	2010	500088	03/19/2024	8,834.70	.00	.00	8,834.70	No
85773	Walker Companies	17420	500103	03/26/2024	105.50	.00	.00	105.50	No
85824	Cherokee County Detention	3050	500144	04/09/2024	1,500.00	.00	.00	1,500.00	No
85885	Cherokee County Detention	3050	500209	05/06/2024	1,500.00	.00	.00	1,500.00	No
85912	Cintas Corp #2	3380	500235	05/15/2024	300.00	.00	.00	300.00	No
85916	Sand Tech Screening LLC	14360	500239	05/16/2024	400.00	.00	.00	400.00	No
85954	BancFirst	1650	500274	05/29/2024	5,000.00	.00	.00	5,000.00	No
Total LAW ENFORCEMENT:					115,858.08	5,357.09	.00	110,500.99	
LIBRARY									
84943	TK Elevator	16370	499319	07/11/2023	5,277.96	4,116.81	.00	1,161.15	No
84956	BancFirst	1650		07/12/2023	200.00	.00	.00	200.00	No
85565	Total Pest Control	16510	499910	01/22/2024	390.00	260.00	.00	130.00	No
Total LIBRARY:					5,867.96	4,376.81	.00	1,491.15	
MAINTENANCE									
85172	Ok Dept of Labor	11740	499539	09/05/2023	300.00	.00	.00	300.00	No
85556	UniFirst Holdings Inc	16985	499903	01/17/2024	1,282.50	1,034.00	.00	248.50	No
85777	BancFirst	1650	500107	03/26/2024	10,000.00	.00	.00	10,000.00	No
85903	Air Specialties HVAC	158197	500227	05/09/2024	7,305.00	.00	.00	7,305.00	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total MAINTENANCE:					18,887.50	1,034.00	.00	17,853.50	
MANAGERIAL									
84887	Ok Municipal Assurance Group	11920	499263	07/05/2023	60,883.50	49,869.00	.00	11,014.50	No
84889	Crawford & Associates, P.C.	158006	499265	07/05/2023	55,000.00	.00	.00	55,000.00	No
84927	Ok Production Ctr, Inc	12000	499305	07/10/2023	27,600.00	25,300.00	.00	2,300.00	No
84928	ESRI	31031	499306	07/10/2023	400.00	.00	.00	400.00	No
84931	Consolidated Communications	157988	499309	07/10/2023	13,956.00	12,872.52	.00	1,083.48	No
84942	TK Elevator	16370	499318	07/11/2023	6,451.68	5,032.32	.00	1,419.36	No
84944	Ok Production Ctr, Inc	12000	499320	07/11/2023	20,000.04	18,333.37	.00	1,666.67	No
84953	Northeastern Health System	11314	499329	07/11/2023	500.00	.00	.00	500.00	No
84954	Integris	7850	499330	07/11/2023	1,800.00	.00	.00	1,800.00	No
85017	Ok Municipal Assurance Group	11920	499392	07/25/2023	98,747.20	97,606.00	.00	1,141.20	No
85017	Ok Municipal Assurance Group	11920	499392	07/25/2023	24,686.80	24,430.00	.00	256.80	No
85032	A T & T	215	499408	07/28/2023	1,377.12	1,342.28	.00	34.84	No
85048	Chamber of Commerce	2795	499423	08/03/2023	7,500.00	6,875.00	.00	625.00	No
85050	Cook Construction	3880	499425	08/03/2023	187,714.00	176,822.55	.00	10,891.45	No
85085	Your Health, LLC	158277	499459	08/08/2023	1,300.00	500.00	.00	800.00	No
85179	Hammonds, Hamby, and Price PL	158459	499544	09/06/2023	46,208.33	38,625.03	.00	7,583.30	No
85264	31 Dynaminc Group	158499	499626	09/28/2023	7,828.56	5,871.42	.00	1,957.14	No
85317	Arledge & Associates	1235	499675	10/18/2023	44,225.00	40,603.00	.00	3,622.00	No
85366	Ritchie, Rock, McBride & Atwood	158110	499723	11/02/2023	10,000.00	8,506.57	.00	1,493.43	No
85384	Freese and Nichols, Inc.	158489	499741	11/08/2023	814,763.00	227,614.94	.00	587,148.06	No
85464	Total Pest Control	16510	499816	12/11/2023	700.00	260.00	.00	440.00	No
85472	On Call Services and Rentals, LL	158324	499823	12/14/2023	1,080.00	540.00	.00	540.00	No
85504	Assoc Veterinary Clinic	1330	499856	12/28/2023	35.00	.00	.00	35.00	No
85562	Kelly Engineering & Assoc, Inc	9050	499908	01/19/2024	14,240.00	12,540.00	.00	1,700.00	No
85567	Lake Region Electric-Telecom	157846	499912	01/22/2024	500.00	.00	.00	500.00	No
85602	Rachel Dallis	158160	499946	02/05/2024	13,200.00	6,675.00	.00	6,525.00	No
85604	Liberty Flags Incorporated	9620	499948	02/05/2024	200.00	.00	.00	200.00	No
85623	One Source Water, LLC	157861	499964	02/08/2024	500.00	209.70	.00	290.30	No
85624	Ascentis Corporation (Prior- Novat	158045	499965	02/08/2024	1,519.04	759.52	.00	759.52	No
85642	Homebase	158579	499981	02/13/2024	26,531.00	.00	.00	26,531.00	No
85722	Tahlequah Main Street Assoc.	15870	500056	03/08/2024	9,000.00	3,000.00	.00	6,000.00	No
85735	Arkholo Sand & Gravel	1230	500068	03/13/2024	20,328.00	12,655.74	.00	7,672.26	No
85823	Compliance Resource Group INC	158437	500152	04/09/2024	1,200.00	.00	.00	1,200.00	No
85834	Freese and Nichols, Inc.	158489	500161	04/15/2024	13,253.00	.00	.00	13,253.00	No
85855	Rhonda Norris RVT	158530	500183	04/24/2024	350.00	.00	.00	350.00	No
85865	BancFirst	1650	500192	04/26/2024	5,000.00	.00	.00	5,000.00	No
85895	Voss Electric Co	158044	500219	05/08/2024	165,368.30	11,922.30	.00	153,446.00	No
85895	Voss Electric Co	158044	500219	05/08/2024	286,074.00	180,900.00	.00	105,174.00	No
85905	Pitney Bowes	12910	500229	05/10/2024	420.00	.00	.00	420.00	No
85913	Crowe & Dunlevy	158573	500236	05/15/2024	15,000.00	4,440.00	.00	10,560.00	No
85931	Burrow Construction LLC	2435	500252	05/22/2024	704.00	.00	.00	704.00	No
85937	Tim M Synar	158472	500257	05/22/2024	1,400.00	.00	.00	1,400.00	No
85938	Rhonda Norris RVT	158530	500258	05/22/2024	679.00	.00	.00	679.00	No
85939	Elijah Spray VT	158596	500259	05/22/2024	230.00	.00	.00	230.00	No
85959	Tahlequah Lumber Co	15860	500279	05/29/2024	1,911.23	.00	.00	1,911.23	No
Total MANAGERIAL:					2,010,363.	974,106.26	.00	1,036,257.54	
Multi-Departmental									
85038	Wight Office Machines	17750	499413	07/31/2023	500.00	460.39	.00	39.61	No
85038	Wight Office Machines	17750	499413	07/31/2023	500.00	310.35	.00	189.65	No
85052	Macquarie Equipment Capital Inc.	158883	499427	08/03/2023	3,801.72	3,543.36	.00	258.36	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.72	214.99	.00	13.73	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.72	214.99	.00	13.73	No
85052	Macquarie Equipment Capital Inc.	158383	499427	08/03/2023	228.84	215.08	.00	13.76	No
85109	VIP Voice Services LLC	158022		08/16/2023	10,188.00	9,434.80	.00	753.20	No
85109	VIP Voice Services LLC	158022		08/16/2023	360.00	330.00	.00	30.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	5,736.00	5,258.00	.00	478.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	8,640.00	7,920.00	.00	720.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,892.00	2,651.00	.00	241.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	1,596.00	1,463.00	.00	133.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,028.00	1,859.00	.00	169.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	732.00	671.00	.00	61.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	2,328.00	2,134.00	.00	194.00	No
85109	VIP Voice Services LLC	158022		08/16/2023	1,184.00	1,067.00	.00	97.00	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	24,200.00	7,796.64	12,503.70	3,899.66	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	360.00	183.56	.00	176.44	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	220.00	30.38	.00	189.62	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	1,500.00	1,303.70	.00	196.30	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	150.00	8.69	.00	141.31	No
85517	EPIC Office Solutions	158436	499866	01/03/2024	150.00	84.97	.00	65.03	No
85519	OTA	12390	499867	01/04/2024	60.00	10.70	.00	49.30	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85519	OTA	12390	499867	01/04/2024	60.00	26.50	.00	33.50	No
85519	OTA	12390	499867	01/04/2024	120.00	22.55	.00	97.45	No
85519	OTA	12390	499867	01/04/2024	90.00	15.75	.00	74.25	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85519	OTA	12390	499867	01/04/2024	120.00	32.65	.00	87.35	No
85519	OTA	12390	499867	01/04/2024	30.00	28.65	.00	1.35	No
85519	OTA	12390	499867	01/04/2024	30.00	9.60	.00	20.40	No
85519	OTA	12390	499867	01/04/2024	30.00	.00	.00	30.00	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	653.64	435.76	.00	217.88	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	653.64	435.76	.00	217.88	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	1,240.92	965.16	.00	275.76	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	594.00	54.00	.00	540.00	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	800.00	170.00	.00	630.00	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	10,492.72	5,246.36	.00	5,246.36	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	61,859.04	46,017.01	.00	15,842.03	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	8,932.64	4,466.32	.00	4,466.32	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	5,173.40	2,586.70	.00	2,586.70	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	10,492.72	2,908.76	.00	7,583.96	No
85747	Enterprise Fleet Management, Inc	158178	500080	03/15/2024	5,173.40	2,760.90	.00	2,412.50	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	100.00	53.82	.00	46.18	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	3,000.00	1,317.60	.00	1,682.40	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	18,000.00	7,803.07	.00	10,196.93	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	120.00	.00	.00	120.00	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	18,000.00	4,925.38	.00	13,074.62	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	4,000.00	2,435.36	.00	1,564.64	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	500.00	181.62	.00	318.38	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	1,200.00	589.03	.00	610.97	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	152.41	.00	247.59	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	110.90	.00	289.10	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	200.00	32.01	.00	167.99	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	1,200.00	436.39	.00	763.61	No
85883	EPIC Office Solutions	158436	500207	05/06/2024	800.00	539.60	.00	260.40	No
85883	EPIC Office Solutions	158436	500207	05/06/2024	35.00	4.25	.00	30.75	No
85883	EPIC Office Solutions	158436	500207	05/06/2024	70.00	33.83	.00	36.17	No
85883	EPIC Office Solutions	158436	500207	05/06/2024	288.00	25.18	.00	174.82	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total Multi-Departmental:					222,623.12	131,988.48	12,503.70	78,130.94	
MUNICIPAL JUDGE									
84885	Bill John Baker II	2020	499261	07/05/2023	17,000.00	14,800.00	.00	2,200.00	No
85778	BancFirst	1650	500108	03/26/2024	5,000.00	.00	.00	5,000.00	No
Total MUNICIPAL JUDGE:					22,000.00	14,800.00	.00	7,200.00	
PARKS & RECREATION									
84893	LawnStars Landscaping, LLC	158388	499269	07/06/2023	37,800.00	36,240.00	.00	1,560.00	No
84922	Mike Palmer	10580	499300	07/06/2023	40,685.00	35,599.20	.00	5,085.80	No
85491	D & B Rodgers Construction & So	4240	499842	12/21/2023	4,200.00	.00	.00	4,200.00	No
85491	D & B Rodgers Construction & So	4240	499842	12/21/2023	10,120.00	.00	.00	10,120.00	No
85739	Bull Tuff Mud Company Ready Mi	2415	500072	03/14/2024	5,358.00	4,653.00	.00	705.00	No
85776	Cheryl Ann Leeds	158587	500106	03/26/2024	910.00	221.25	.00	688.75	No
85864	BancFirst	1650	500191	04/26/2024	10,000.00	.00	.00	10,000.00	No
85944	Burton Pools and Spas, LLC	2436	500264	05/24/2024	864.96	.00	.00	864.96	No
85948	LawnStars Landscaping, LLC	158388	500268	05/28/2024	7,560.00	.00	.00	7,560.00	No
85958	Johnny Freeze Cream Ice, LLC	158273	500278	05/29/2024	750.00	.00	.00	750.00	No
Total PARKS & RECREATION:					116,247.96	76,713.45	.00	41,534.51	
SOLID WASTE SERVICES									
85055	Total Pest Control	16510	499431	08/03/2023	1,000.00	900.00	.00	100.00	No
85082	ATC Freightliner Group	1350	499456	08/08/2023	220,196.00	.00	.00	220,196.00	No
85101	One Source Water, LLC	157851	499475	08/14/2023	1,000.00	300.73	.00	699.27	No
85127	ATC Freightliner Group	1350	499500	08/23/2023	158,038.00	.00	.00	158,038.00	No
85516	ATC Freightliner Group	1350	499865	01/03/2024	104,388.00	.00	.00	104,388.00	No
85558	UniFirst Holdings Inc	16985	499905	01/17/2024	1,537.50	1,199.71	.00	337.79	No
85704	Associated Supply Co Inc	158503	500040	03/04/2024	7,792.00	6,511.56	.00	1,280.44	No
85715	Muskogee Communications, Inc	10830	500049	03/07/2024	9,657.00	.00	.00	9,657.00	No
85764	Morgan Towing & Recovery	10727	500096	03/22/2024	2,000.00	.00	.00	2,000.00	No
85789	ATC Freightliner Group	1350	500119	03/28/2024	3,124.23	.00	.00	3,124.23	No
85809	ATC Freightliner Group	1350	500137	04/05/2024	2,863.30	.00	.00	2,863.30	No
85841	Weldon Truck Parts	17620	500168	04/18/2024	2,748.48	.00	.00	2,748.48	No
85884	Capes Lawn Care	158015	500208	05/06/2024	2,000.00	.00	.00	2,000.00	No
85898	ALLRIGGS LLC	158056	500222	05/08/2024	11,941.62	.00	.00	11,941.62	No
85899	WEX Bank	158577	500223	05/08/2024	20,000.00	15,745.15	.00	4,254.85	No
85906	Waste Management	17510	500230	05/10/2024	60,000.00	28,436.99	.00	31,563.01	No
85935	Mahaney Excavation	158350	500256	05/22/2024	9,450.00	.00	.00	9,450.00	No
85942	Holtz Industries Inc.	7535	500262	05/23/2024	23,466.28	.00	.00	23,466.28	No
85953	BancFirst	1650	500273	05/29/2024	10,000.00	.00	.00	10,000.00	No
85957	WEX Bank	158577	500277	05/29/2024	20,000.00	.00	.00	20,000.00	No
85962	System Scale Corp.	15595	500282	05/30/2024	1,200.00	.00	.00	1,200.00	No
Total SOLID WASTE SERVICES:					672,402.41	53,094.14	.00	619,308.27	
STORMWATER MANAGEMENT FUND									
85312	Accurate Environmental LLC	389	499670	10/16/2023	2,750.00	1,925.00	.00	825.00	No
85411	BancFirst	1650	499769	11/21/2023	5,000.00	.00	.00	5,000.00	No
Total STORMWATER MANAGEMENT FUND:					7,750.00	1,925.00	.00	5,825.00	
STREET									
85581	Adrian Farm Supply LLC	500	499929	01/29/2024	300.00	191.16	.00	108.84	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 05/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85754	Larry's Tires	9437	500086	03/19/2024	300.00	80.00	.00	220.00	No
85947	BancFirst	1650	500267	05/28/2024	5,000.00	.00	.00	5,000.00	No
Total STREET:					5,600.00	271.16	.00	5,328.84	
STREET & ALLEY FUND									
85650	Cherokee County Board of Comm	3010	499989	02/15/2024	1,500.00	824.95	.00	675.05	No
85849	Bull Tuff Mud Company Ready Mi	2415	500177	04/22/2024	2,000.00	.00	.00	2,000.00	No
85922	Bull Tuff Mud Company Ready Mi	2415	500244	05/16/2024	4,230.00	.00	.00	4,230.00	No
85932	D & B Rodgers Construction & So	4240	500253	05/22/2024	5,106.00	.00	.00	5,106.00	No
85940	Arkholo Sand & Gravel	1230	500260	05/22/2024	2,340.00	.00	.00	2,340.00	No
85946	Hutchens Construction Co. (Emer	7650	500266	05/28/2024	3,250.00	.00	.00	3,250.00	No
Total STREET & ALLEY FUND:					18,426.00	824.95	.00	17,601.05	
STREETS & SIDEWALKS									
84845	Holloway, Updike & Bellen, Inc	7530	499221	07/05/2023	2,700.00	.00	.00	2,700.00	No
84994	Guy Engineering Services, Inc.	6840	499371	07/19/2023	5,025.00	1,223.01	.00	3,801.99	No
84995	Guy Engineering Services, Inc.	6840	499372	07/19/2023	24,185.00	4,744.55	.00	19,440.45	No
85043	Holloway, Updike & Bellen, Inc	7530	499418	08/02/2023	92,025.00	34,975.00	.00	57,050.00	No
85051	Cook Construction	3680	499426	08/03/2023	1,199,485.	832,974.25	.00	366,511.25	No
85174	CORE Construction Services of T	158478		09/05/2023	447,452.83	381,567.60	.00	85,885.23	No
85313	Holloway, Updike & Bellen, Inc	7530	499671	10/17/2023	150,000.00	45,000.00	.00	105,000.00	No
85943	Bull Tuff Mud Company Ready Mi	2415	500263	05/23/2024	16,920.00	.00	.00	16,920.00	No
85945	Warren CAT	17480	500265	05/28/2024	36,790.00	.00	.00	36,790.00	No
Total STREETS & SIDEWALKS:					1,974,583.	1,280,484.41	.00	694,098.92	
Grand Totals:					5,680,588.	2,820,493.69	12,503.70	3,047,590.70	



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4g
Meeting Date 6/3/2024
Initiator Peggy Glenn, City Appointee
Office / Department City of Tahlequah Authorities or Boards

Item Title

Accept **Eastern Oklahoma Library's System's** monthly report for May 2024.

Background

EOLS will now submit written reports each month in an effort to open communication and keep everyone updated on what is happening with our city's library.

Exhibits

1. 06.03.2024 EOLS May 2024

Funding Source

N/A

Request

Accept Eastern Oklahoma Library System's monthly report for May 2024.

Eastern Oklahoma Library System Board, Report for May 2024

- **EOLS Board Meeting Schedule for 2024**

- Meetings are held at 1 pm at EOLS Support Services Meeting Room, 14 E. Shawnee, Muskogee, OK 74403
 - Tuesday, July 23, 2024
 - Tuesday, September 24, 2024
 - Tuesday, November 19, 2024

Newly-hired executive director Dr. Kathy Siebold participated in her first regular semi-monthly meeting of the EOLS Board on May 21, 2024. During this meeting, the board elected a slate of officers for 2024-25, with current president Reggie Cotton (Muskogee) continuing as President, Angy Purget (Hulbert) elected Vice President, and Sally Meador (Checotah) elected Treasurer.

The board reviewed information, including some photos, from the Warner, Haskell, and Eufaula Libraries. The Town of Warner has closed its library due to high mold counts and staff members have been temporarily reassigned to other libraries. The board voted to set aside unused salary for the open Warner & Haskell library manager position to help pay for interior remediation once the Town of Warner remediates the roof and drainage system.

The board also approved a proposal from KKT Architects, Inc. in Tulsa to conduct a needs assessment and provide preliminary concepts and estimated budgets for several options for the Muskogee Public Library: renovation of the existing library, new construction at a location to be determined, or renovation of an existing facility at a nearby mall.

Be sure to go to Facebook or Instagram and like @TahlequahPublicLibrary, check out their webpage at www.eols.org/tahlequah, or download the Libby and Hoopla apps for digital and audiobooks on demand.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4h
Meeting Date	6/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the **Tahlequah Area Chamber of Commerce** monthly report for April 2024.

Background

TACC will now submit written reports each month in an effort to open communication and keep everyone updated on what is happening at TACC.

Exhibits

1. 06.03.2024 TACC April President's Report

Funding Source

N/A

Request

Accept report.

1. President outreach campaign underway; meeting with members and prospects to grow and strengthen relationships; have a list currently and will be adding as those are completed; let me know if you have someone for me to add.
2. 2024 TACC Community Cooperative Campaign resales have begun! Resales will continue until May 31st and then open up for all sales on June 3rd. Campaign will close on July 12th; hoping to reach \$200,000 in commitments from our community!
3. Annual Membership Packets ready and will be delivered over the next few weeks.
4. Board Election at May meeting, officers will be selected in June.
5. In the process of gathering Human Resources Proposals to audit current employment practices and procedures and provide ongoing support as needed.
6. Audit Task Force met on May 17th to start the RFP process for finding an auditor for at least the next fiscal year.
7. Insurance renewals started, increases expected so will be requesting quotes.
8. Governance Committee to begin annual By-laws and Policies considerations, if changes needed will bring to full Board for discussion and possible approval.
9. Next FY Budget prepared and ready for Board approval.

Upcoming Events

1. Business After Hours – May 23rd 4-6 pm at Piddles Cajun Bar
2. Memorial Day – Office Closed May 27th
3. TYPE – May 28th at 5 pm at A Bloom
4. Monthly Mingle – June 7th at 8 am at Vidalia's, hosted by AAA Shelly Robbins
5. Women in Business – June 12th at 11 am at Legacy at MK Ranch
6. Legislative Wrap-up – June 14th at 7:30 am at Go Ye Village



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4i
Meeting Date	6/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the TACC-**Tour Tahlequah** monthly report for April 2024.

Background

TACC will now submit written reports each month in an effort to open communication and keep everyone updated on what is happening at Tour Tahlequah.

Exhibits

1. 06.03.2024 Tour Tahlequah Report

Funding Source

N/A

Request

Accept report.



Tourism Department Report

HIGHLIGHTS:

- **Crawfish Festival record attendance 14,000**
- **Green Country Attractions Map**
- **Green Country Group Tours Premier Sponsorship**
- **Google Banner Ads**
- **YouTube Ads**
- **Redfern Festival**
- **Fiesta De Mayo**
- **Colorado Bassmasters**

UPCOMING:

- **Summer Promotions**
- **Red Bud Awards Submitted**



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4j
Meeting Date	6/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept **Tahlequah Regional Development Authority's** monthly report for May 2024.

Background

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

Exhibits

1. 06.03.2024 May TRDA Report

Funding Source

N/A

Request

Accept report.

HAMMRC

1. Survey with Brian Hail at CNHS, and Burch Wright and Jack Morris with Washington Regional completed, using information and connections to start more meetings; main connections were Medline (had initial meeting) and McKesson (in communication for a meeting).
2. After meeting with first supplier, it became evident we needed a second survey for them as the first was geared towards healthcare providers and we need one geared towards healthcare manufacturers now; Nathan and Wayne working on the second survey for connections.
3. CN has agreed to work with HAMMRC leadership and communities to make marketing videos for sites and the region for recruitment.

Provalus

1. Renovation at Workman's back underway, completion date mid-June; secure areas now in place for additional clients; 200+ desks in completed site.
2. Exterior work close to completion, windows, painting, sign, and of course the horse!
3. Grant for Foundry work has been submitted and will know a response by late Summer; looking over initial designs and trying to set a timeline for work.

Business and Technology Park

1. Prep Grant work to begin soon; Working with TPWA on MOU for final Prep Grant.
2. Shafa contract approved and pending; waiting on survey for closing to be finalized.
3. CWELL site closed and work to begin soon on 6000 sq ft spec building.
4. Taber has steel up on the 15,000 sq ft building and continues moving forward; submitted to the state for a prospect needing slightly larger since the building can easily have more sq ft added.

Other items

1. Job Creation Incentive account completed and funded.
2. Josh Allen and Josh Hutchins leading charge for recurring revenue opportunities; City and County meetings went well and will continue moving discussions forward with both.
3. Startup Stories will be joint with Chamber's Business After Hours event starting in next fiscal year, thought would be to drive larger attendance to both events; working with CN Incubator Hub on small business cohorts, classes, and small business bootcamp; Small Business Summit planning beginning shortly.
4. Cross Industries moving forward with permits and relocation, Permitting hit a snag and working through now to keep development on schedule.
5. Housing Group will be called back together to discuss housing within the community and needs moving forward; also looking at ways to create affordable single family and multifamily housing; meetings upcoming with housing authorities and developers.
6. Part of the housing needs can be met by TRDA so Josh Allen is working with me to find funding and potential partners to put together a plan for housing needs that are not/can not be met by local developers, which may include a housing authority for low income housing.
7. Downtown hotel development continues to move forward; zoning change approved by City Council.
8. Working with 2 retail developers on site needs and data points for our community; high interest levels, but still in beginning stages.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4k
Meeting Date	6/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the **TACC-Tour Tahlequah Budget** for FY 2024-2025.

Background

Tour Tahlequah, funded through the City of Tahlequah's Hotel/Motel Tax must present their annual budget for Council approval each year.

Exhibits

1. 06.03.20214 Tourism Budget 2024-2025

Funding Source

N/A

Request

Accept FY 2024-2025 Budget for Tour Tahlequah.

Tour Tahlequah Budget Planning July 2024-June 2025

Accounts	City of Tahlequah 23- 24	2024 to 2025 budget draft 1	Comments
(4001) Hotel/Motel Tax Revenue 2022 - 2023	\$249,201	\$242,000	\$220,000 est. YE x 10%
Hotel/Motel Tax Reserve	\$113,167		
Total Tourism Revenue	\$362,368		
(4023) Hotel/Motel Substantial Tax	\$107,676		
Total Revenue	\$470,044	\$242,000	
Overhead			
5400 Administration	\$79,209		\$79,916
(5401) Payroll	\$65,876	\$67,665	
(5403) Payroll Taxes	\$6,588	\$6,766	
(5405) Health Benefits	\$2,850	\$2,900	
(5407) Retirement Benefits	\$2,895	\$1,585	
(5408) Catering/Meals	\$1,000	\$1,000	
(5410) Bank Service Charges	\$0		
5420 Membership Training & Travel	\$2,000		\$2,000
(5421) Association Memberships	\$1,000	\$1,000	
(5423) Professional Development	\$1,000	\$1,000	
7180 Professional Services	\$2,500		\$4,800
(7181) Audit & Taxes	\$1,500	\$1,800	
(7185) Technology Services	\$1,000	\$1,000	
(7187) Contract Services	\$1,000	\$2,000	
7190 Administration Fee	\$12,010		\$12,010
(7191) Admin Fee to Chamber	\$12,010	\$12,010	
6048 Office Technology	\$1,500		\$1,500
(6148/8101) Computers & Technology	\$1,500	\$1,500	
Total Overhead	\$97,219		\$100,226
Marketing/Advertising			
5420 Membership Training & Travel	\$1,700		\$2,000
(5425) Mileage	\$1,000	\$1,000	
(5427) Lodging	\$500	\$500	
(5426) Meals	\$200	\$500	
6110 Promotional Items	\$7,750		\$7,000
(6111) Promotional items	\$7,750	\$7,000	
7100 Advertising/Sponsorship	\$195,361		\$108,774
(7101) Social Media	\$3,000	\$25,774	
(7102) Geo Fencing/Targeting	\$5,661	\$10,000	
(7103) Print	\$40,000	\$15,000	
(7105) Other, TV/Radio/Billboards	\$50,200	\$27,000	
(7106) Streaming	\$30,000	\$25,000	
(7107) Event Support Process	\$53,000	\$0	Removing line item

Tour Tahlequah Budget Planning July 2024-June 2025

(7111) Visitors Guide Distribution	\$9,000	\$2,500	<i>Distribution only</i>
(7113) Design & Production Services	\$1,500	\$1,500	
(7120) Sponsorship	\$3,000	\$2,000	
8100 Equipment	\$60,338		\$24,000
(8102) MTC Design & Development	\$2,000	\$0	
(8103) MTC Operating	\$3,666	\$1,000	
(8104) MTC Maintenance	\$3,000	\$1,500	
(8105) MTC Licenses, Permits & Insurance	\$1,672	\$1,500	
(8106) Classic Christmas equipment & storage	\$50,000	\$20,000	
Total Marketing/Advertising	\$265,149	\$141,774	\$141,774
Sub Total Tour Tahlequah Expenses	\$362,368	\$242,000	\$242,000
			(\$0)
(5416) Substantial H/M Tax Rebate	\$107,676	Admin %	41%
		Marketing %	59%
Total Expenses	\$470,044		



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	41
Meeting Date	6/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept **Tahlequah Regional Development Authority's** 2024-2025 annual **budget**.

Background

TRDA, a city trust, must send their approved fiscal year budget to the City Council for their approval.

Exhibits

1. 06.03.2024 TRDA 2024-2025 budget (2)

Funding Source

N/A

Request

Accept TRDA's FY 2024-2025 budget.

TAHLEQUAH REGIONAL DEVELOPMENT AUTHORITY REVENUE/EXPENDITURE SCHEDULE FY 2023-2024

ACCOUNT #	ACCOUNT DESCRIPTION	2023-2024 BUDGET	2023-2024 10 MO ACTUAL	2023-2024 VARIANCE	2024-2025 PROJECTED BUDGET	
MISCELLANEOUS REVENUES						
300-40-4010	LEASE REVENUE C3	97,500.00	81,250.00	(16,250.00)	-	
300-40-4025	LEASE REVENUE CONSOLIDATED	21,900.00	17,000.00	(4,900.00)	21,900.00	
300-40-4100	SALE OF HAY	7,000.00	-	(7,000.00)	7,000.00	
300-40-4150	INTEREST INCOME	2,000.00	7,363.43	5,363.43	2,000.00	
300-40-4300	TACC SHARED SERV. REIMBURSEMENT	-	-	-	-	
	GRANTS/CONTRACTS	-	-	-	-	
	SALE OF LAND	-	41,697.50	41,697.50	-	
	PROVALUS JOB CREATION INCENTIVE	176,000.00	176,000.00		-	
SUB-TOTAL:		304,400.00	323,310.93	18,910.93	30,900.00	
FUND TRANSFERS						
300-40-4810	CITY OF TAHLEQUAH GENERAL FUND	-	-		-	
SUB-TOTAL:		-	-		-	
TOTAL REVENUES		304,400.00	323,310.93	18,910.93	30,900.00	
OTHER SERV & CHARGES						
	RECRUITMENT	1,000.00	-	(1,000.00)		
	ADVERTISING	1,000.00	2,156.26	1,156.26		
	BUILDING MAINTENANCE	17,500.00	2,800.00	(14,700.00)	17,500.00	7500 for Everise; 10,000 for Provalus; if needed
	INTEREST EXPENSE	67,200.00	9,592.93	(57,607.07)	83,000.00	Interest on Provalus Loan
	ACCOUNTING	3,600.00	3,000.00	(600.00)	3,600.00	
	AUDIT	3,500.00	3,500.00	-	3,500.00	
	LEGAL FEES	4,000.00	2,218.00	(1,782.00)	4,000.00	
	DUES & MEMBERSHIPS	1,250.00	955.00	(295.00)	1,250.00	
	GROUNDS MAINTENANCE	-	-	-	-	No longer completing
	HAMMRC	12,000.00	10,000.00	(2,000.00)	12,000.00	
	INSURANCE	-	1,069.00	1,069.00	-	
	PROFESSIONAL DEVELOPMENT	-	-	-	-	
	PROFESSIONAL FEES	50,000.00	1,524.14	(48,475.86)	-	Design and Construction Manager
	SIGN MAINTENANCE & REPAIR	-	-	-	-	All complete
	TELEPHONE AND INTERNET	1,200.00	767.00	(433.00)	1,200.00	
	TRAVEL & INCENTIVES	-	-	-	-	
	UTILITIES	2,000.00	2,228.19	228.19	3,000.00	Additional sites
	PROPERTY TAX	-	2,119.00	2,119.00	-	Fixed the issue with the county assessor
	PROVALUS BUILDING MAINTENANCE	-	99,992.00	99,992.00	-	Foundry space buildout
	PROVALUS TEMP SITE MAINTENANCE	-	-	-	-	none
	PROVALUS TEMP SITE LEASE	36,000.00	30,000.00	(6,000.00)	-	None in next fiscal year
	PROVALUS JOB CREATION INCENTIVE	35,200.00	0	(35,200.00)	35,200.00	2nd of 5 years of job creation incentive
	PROVALUS INSURANCE REIMBURSEMENT	10,000.00	-	(10,000.00)	10,000.00	
	PROVALUS TRAVEL AND RELOCATION	40,000.00	40,000.00	-	-	
	SETTLEMENT CHARGES	-	4,463.95	4,463.95	-	no additional purchases
	SHARED SERVICES AGREEMENT	101,500.00	78,297.20	(23,202.80)	68,850.00	50% of President/CEO; 50% of Operations
SUB-TOTAL:		386,950.00	294,682.67	(92,267.33)	243,100.00	
TOTALS:		<u>(82,550.00)</u>	<u>28,628.26</u>	<u>111,178.26</u>	<u>(212,200.00)</u>	



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4m
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept a **donation from Cherokee Nation** in the amount of \$7,500 for the Animal Shelter and amend the budget accordingly.

Background

Exhibits

1. 06.03.2024 Budget Amendment-Animal Shelter Donation

Funding Source

Request



CITY OF TAHLEQUAH OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: RebeccaDEPARTMENT: Finance

AMENDMENT #:

FISCAL YEAR: 23.21

ACCOUNT #	ACCOUNT NAME	ESTIMATED REVENUE		APPROPRIATIONS		Increase	Decrease
		Increase	Decrease	Decrease	Increase		
425-46-1002	Animal Shelter Donations				\$7,500 ⁰⁰		
TOTALS					\$7,500 ⁰⁰		

REASON FOR BUDGET AMENDMENT:

received donation from Cherokee
Nation for Animal Shelter

CITY ADMINISTRATOR SIGNATURE_____
DATE SIGNED_____
GOVERNING BODY SIGNATURE_____
DATE SIGNED

Item No. 4n
Meeting Date 6/3/2024
Initiator c Baker, Fire Chief
Office / Department Tahlequah Fire Department

Item Title

Approve the purchase of a **Breathing Air Compressor and Cascade system** for the Fire Department for \$64,198.22 and amend the budget accordingly.

Background

This is the system to fill the SCBA bottles.

Exhibits

1. Q7724051488727 (4)

Funding Source

Community public safety grant.

Request

To approve

**NAFECO**

Mailing: P.O. Box 2928
Physical: 2601 Beltline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation

Q7724051488727

Date: 2024-05-14
Expires: 2024-06-13
FOB:

Customer Number:

Customer Information: TAHLEQUAH FIRE DEPT.

Address: 125 E CHICKASAW
TAHLEQUAH, OK 74464

Attention: CASEY BAKER

Phone: 918 822 7801

Email: cbaker@tahlequah.gov

Prepared By: Chet Thompson

Qty	Item #	Description	Each	Total
1	C-E4-10-A6-E3C	ENCLOSED 4 STAGE, 10HP, 3 PHASE, 14CFM WITH CO AND LOW OIL	\$33,574.09	\$33,574.09
1	C-FS3PA55	3-FILL AUTO CASCADE	\$18,959.04	\$18,959.04
4	C-6000-UN	6000 PSI STORAGE	\$2,073.11	\$8,292.44
4	A-I1350	702 N&N W-ELBOW	\$71.08	\$284.32
1	C-CLAMPS1-4	CYL. CLAMPS	\$254.19	\$254.19
4	A-H1000-0072		\$104.76	\$419.04
1	A-H1000-0120		\$134.10	\$134.10
1	NIATC	INSTALL AND TRAINING	\$1,000.00	\$1,000.00
1	NFC	FREIGHT	\$1,281.00	\$1,281.00
			Subtotal	\$64,198.22
			Freight	TBD
			Total	\$64,198.22

*tax & freight to be determined***Notes:** NPP GOV CONTRACT# PS20090**Thank you for your business!**

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.**Visit Us On The Internet At: nafeco.com**

Item No.	4o
Meeting Date	6/3/2024
Initiator	Chris Armstrong, Superintendent
Office / Department	Solid Waste

Item Title

Approve **budgeted purchase** of a **refurbished Packer/Chassis** for cardboard collection in the Solid Waste Department, GL#115658701, in the amount of \$120,000.

Background

Solid Waste is budgeted for a cardboard truck. We found a reasonable truck, from Allriggs, LLC, for much less than originally thought, that will enable us to complete jobs for much less. We posted a request for bids in the paper, per the City of Tahlequah purchasing policy, but received no bids.

Exhibits

1. 06.03.2024 Packer-Chassis docs

Funding Source

GL# 115-65-8701

Request

Approve purchase

BID OPENING

Bid #2024-2 Packer Truck

Facilitator: Elliot Reif, Purchasing Agent,
Michele Collins, Finance Director

Meeting Date: 03/07/2024
Start Time: 11:10 AM

Place/Room:

Council Chambers

Company Name	Received	Required Documents	Base Bid
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$

MC
No Bids Received
Submitted

Allriggs LLC
18888 4250 Rd
Claremore, OK 74019
918-800-1989
scottmiller@allriggsllc.com



Estimate

ADDRESS

City of Tahlequah
111 S. CHEROKEE
Tahlequah, OK 74464
United States

SHIP TO

City of Tahlequah
1851 N Douglas Ave
Tahlequah, OK 74464
United States

ESTIMATE # 1125**DATE 05/04/2024****UNIT/PO#**

2015 INTERNATIONAL /14YD PAK-MO

MILES/HOURS

88294 / 5770

SKU	QTY	DESCRIPTION	RATE	AMOUNT	DATE
Work Order	1	REFUSE VEHICLE. 2015 INTERNATIONAL, 4300. GVW 26000. MILES: 88294 HOURS: 5770 TRANSMISSION: ALLSION 2500RDS CUMMINS ISB 6.7 300HP PAK-MOR 14YD REAR LOAD REFUSE BODY (REFURBISHED) SEMI AUTO CONTROLS DRUM WINCH 9K (NEW) 96 GAL CART LIFTER (NEW) CONTAINER DUMPSTER ATTACHMENT. INSIDE HOOPER LIGHTS OUTSIDE HOPPER LIGHTS REAR CAMERA SYSTEM NEW BODY PAINT AND DECALS. 90 DAY WARRANTY REFUSE BODY	120,000.00	120,000.00T	

SUBTOTAL	120,000.00
TAX	0.00
TOTAL	\$120,000.00

Accepted By

Accepted Date



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4p
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the **amended Article 15, Sec 3, Longevity**, of the FOP Lodge #201 agreement, effective July 1, 2024.

Background

Exhibits

1. FOP--Agenda back up 06.03.24

Funding Source

Request

AGREEMENT

Between

**THE CITY OF TAHLEQUAH, OKLAHOMA
A Municipal Corporation**

and

**THE FRATERNAL ORDER OF POLICE
OF TAHLEQUAH**

LODGE # 201

2024-2025

*Amended June 3, 2024, Article 15, Sec 3 Longevity

ct

ARTICLE 15

SALARY, LONGEVITY, OTHER MONETARY ITEMS

Section 1. Pay Chart(s) and Pay Steps Salary amounts for the bargaining unit are contained within Appendix A which is attached to this agreement. All new officers hired after July 1, 2023 will be placed in the Patrolman I or II levels (step A or B) depending on their qualifications and/or past experience.

Section 2. Wages Those members who hold a rank will be eligible for a step increase on July 1, 2024. All patrolman will be eligible for a step increase on their anniversary date.

Section 3. Longevity Pay All members of the bargaining unit shall receive longevity pay equal to 0.5% of a Patrolman 1's salary multiplied by the member's years of service, divided by 2,080. This amount shall be added to the employee's hourly rate of pay. The longevity pay will begin on the members 5 year anniversary and will reach its maximum at the 20 year anniversary.

Section 4. Educational Benefits and CLEET Pay

- a) Members of the bargaining unit shall receive the same educational benefits as other employees of the City of Tahlequah in accordance with Section 306 – Educational Incentive Pay of the Employee Handbook of Personnel Policies.
- b) Members of the bargaining unit shall receive the following incentive pay for CLEET Certification, \$300.00 annually for obtained Intermediate CLEET Certification or \$600.00 annually for obtained Advanced CLEET Certification.
(Only the highest level CLEET Certification benefit can be chosen/received by an employee).

Section 5. Special Duty Assignments – (K9 and Detective) A Patrolman currently assigned within the Detective Division to work as a Detective or K-9 Officer shall be additionally compensated while in that particular assignment at an out-of-class rate by being placed in the

Sergeant pay scale beginning with the first step and advance steps as agreed upon within this article. Those assigned for FYE '24 will remain in Step 1 for the fiscal year. This payment shall also be considered as "in lieu of any weekly or monthly on call pay." However, all overtime provisions under Article 16 shall still apply for these Officers. If the Officer returns to their prior Patrolman rank, his/her pay shall be based on going into the next, highest pay step not to exceed the top step of that rank.

Section 6. FTO Assignment Patrolman rank employees (only) assigned duties involving working as a Field Training Officer (FTO's) shall be paid an additional stipend of twenty five dollars (\$25) for every full week so assigned.

Section 7. Shift Assignment and Shift Pay

- (a) Officers who bid for and receive and/or are assigned to a shift that begins on or after 1800 hours (second shift) shall receive additional compensation of 2% of their salary while assigned to the qualifying shifts.
- (b) It is understood FTO pay and Shift Assignment Pay may be concurrently received.

Amendment

This amendment is made by the City of Tahlequah and The Fraternal Order of Police of Tahlequah, Lodge #201, on May 22, 2024 and to be approved by City Council at the June 3, 2024 regular council meeting.

Language in Article 15, Sec 3 has been updated as indicated below.

ARTICLE 15

SALARY, LONGEVITY/~~RETENTION BONUS~~, OTHER MONETARY ITEMS

Section 1. Pay Chart(s) and Pay Steps Salary amounts for the bargaining unit are contained within Appendix A which is attached to this agreement. All new officers hired after July 1, 2023 will be placed in the Patrolman I or II levels (step A or B) depending on their qualifications and/or past experience.

Section 2. Wages Those members who hold a rank will be eligible for a step increase on July 1, 2024. All patrolman will be eligible for a step increase on their anniversary date.

Section 3. Longevity/~~Retention Bonus~~ All members of the bargaining unit shall receive longevity pay ~~retention bonus~~ equal to 0.5% of a Patrolman 1's salary multiplied by the member's years of service, divided by 2,080. This amount shall be added to the employee's hourly rate of pay. The longevity pay ~~retention bonus~~ will begin on the members 5 year anniversary and will reach its maximum at the 20 year anniversary.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4q
Meeting Date	6/3/2024
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Approve Service Agreement with **KI BOIS Area Transit System (K.A.T.S.)** for public transportation in the Tahlequah area during the 2024-2025 fiscal year.

Background

Exhibits

1. 06.03.2024 KIBOIS 2024-2025

Funding Source

GL 110517801, budgeted item

Request

Approve Agreement.



KI BOIS Area Transit System

Division of KI BOIS Community Action Foundation

Service Agreement

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Tahlequah (hereinafter CITY) and KI BOIS Area Transit System (KATS).

That for in consideration of the mutual promises hereinafter set forth, City of Tahlequah hereby enters into this Agreement with KATS pursuant to the following terms:

1. The CITY finds that KATS performs functions that are for a public purpose, specifically the providing of transportation services in and around the Tahlequah area.
2. KATS agrees to continue to provide transportation services and to make public transportation available in and around the Tahlequah area per KATS scheduled operating hours.
3. The term of this agreement shall be for the CITY Fiscal Year 2024 -2025, beginning July 1, 2024, and ending June 30, 2025.
4. KATS will provide the CITY with data and other pertinent ridership information to keep the CITY informed of the operational matters of the public transportation if requested.
5. In consideration of the mutual promises, covenants and agreements hereinabove set forth, the CITY agrees to provide funding in the amount of fifty thousand dollars (\$50,000) per year; said funding to be used for capital matching funds allowing KATS to acquire passenger vehicles to be used for providing public transportation services in the Tahlequah area.
6. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the CITY to KATS for services provided and that this agreement is limited to the term set forth above.

KI BOIS Area Transit System

City of Tahlequah, Oklahoma



Charla Sloan, Transit Director

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

City Attorney



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4r
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve the **CODEPAL Renewal Agreement** FY 2024-2025.

Background

Exhibits

1. CODEPAL Renewal 2024-2025

Funding Source

Request



Subscriber's Business Name and Address	City of Tahlequah ATTN: Randy Powell 111 South Cherokee Street Tahlequah OK 74464	Primary Contact	Randy Powell
		Title	IT Manager
		Email Address	sysadmin@cityoftahlequah.com
		Contact phone #	(918)456-0651 Ext 1275
Mailing Address (if different with an email address)		Company Phone	(918)931-1953
		Offering Begin Date: July 31, 2024 Offering End Date: July 30, 2025	

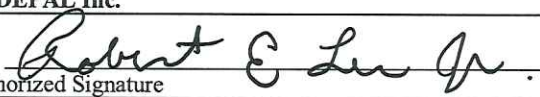
CODEPAL RENEWAL AGREEMENT

Subscriber and Codepal agree that this CODEPAL RENEWAL AGREEMENT, dated June 26, 2023. Any definitions from the PROPOSAL AND PRODUCT OFFERING shall have the same meaning in this CODEPAL RENEWAL AGREEMENT.

Totals from Above		Managing Administrative User		Standard Client User		Read Only User		TOTAL
		Old	New	Old	New	Old	New	
		1	0	8	0	0	0	
	Codepal Annual Maintenance Support	This client falls under previous pricing model.						\$ 3300
Microsoft Azure Government	Production Database Hosting						\$ 1500	
Estimated Total							\$ 4800	
*** The fees listed herein are subject to change upon a Product Order Agreement, Contract or other written documentation duly executed by both parties (Subscriber and Codepal). ***								
Payment Terms						Year 2024		
	Annual Fees Total	1 year at \$ 4800 (four thousand eight hundred US Dollars)				\$ 4800		
There will be a 3% charge for credit card payments.								

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

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

SUBSCRIBER:			CODEPAL Inc.		
By: _____ Authorized Signature			By:  Authorized Signature		
Printed Name:			Printed Name:	Robert E. Lee	
Title:		Date:	Title:	President	Date: 06/26/2024

ALL PRODUCT OFFERING DEFINITIONS

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

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

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

1.1 Users Definitions.

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

1.2 Local Services.

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

1.3 Web Services.

- a. **Home.** A Subscriber's personal dashboard. This is a future enhancement with no availability date.
- b. **Preplan Viewer.** A web module in Codepal Toolkit allowing users to view in a browser the preplan information associated with an address. This module was designed for fire departments to use during fire calls on any Internet-connected device. If your Codepal database is hosted in AZCOM or AZGOV you will receive this product free of charge. **Available now.**
- c. **Preplan Editor.** A web module in Codepal Toolkit allowing users to edit the preplan information that appears in the Codepal Preplan Viewer. Preplan Editor users can edit all preplan information using any Internet-connected device. To use Preplan Editor your Codepal database must be hosted in AZCOM or AZGOV. This module and Codepal database hosting may be purchased as a subscription bundle. Or, if your Codepal database is already hosted in AZCOM or AZGOV, you may subscribe to this module separately. **Available now.**
- d. **Codepal Forms Development.** A web module in Codepal Toolkit. This module presents Subscriber's applications and payment options to the public and/or contractors. **Availability – January 1, 2020.**
- e. **Codepal Web.** The Codepal desktop version used, without installation, in an Internet browser. This module will provide all the functionality of the desktop version of Codepal and allows operation in all operating systems (OS) that allow Internet browsers. New functionality, upgrades to released functionality, and bug fixes will all take place seamlessly without the Subscribers intervention. **Selected functions will be available after January 1, 2020.**
A module specifically designed to aide Fire Departments when they are called to a fire. This list will display in a browser multiple fire calls though out a city or region. When a call is clicked in the Address Hotlist the Codepal Preplan Viewer information for that address will be displayed in a browser tab. Many fire call Preplan Viewer pages may be open at any time. This module is currently in development. **Availability – January 1, 2020.**

1.4 Up Front Costs

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

- b. **Initial configuration and Set Up.** The Codepal Team will internally prepare the Initial configuration (based on the Analysis Phase [1.4.a]).
- I. **End-user documentation.** tailored specifically to your end-user's workflow. Additionally, the Codepal Toolkit software includes a Help Menu item and documentation built into the software.
- II. **End-User License Agreement.** may be found at URL: <https://tinyurl.com/y5guor92>.
- III. **Service Level Agreement (SLA).** may be found at URL: <https://tinyurl.com/yxq687ek>.

1.6 Database Hosting.

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

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

1.7 Collaborative Support

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

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

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

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

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

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

Not used

-- End --



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4s
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve **Lease Agreement with the OK Dept of Corrections** for FY 2024-2025.

Background

Yearly Oklahoma DOC lease renewal for office space located at 311 S. Muskogee Ave., Tahlequah, OK 74464.

Exhibits

1. DOC Lease Agreement 2024-2025

Funding Source

N/A

Request

Approve lease for 2024-2025.



This Lease Agreement is made this **13** day of **May 2024**, between the **City of Tahlequah** (LESSOR), and **Oklahoma Department of Corrections** (LESSEE).

WHEREAS, the LESSOR is providing the LESSEE approximately **1224** square feet of **office** space located at **311 S. Muskogee Ave., Tahlequah, Oklahoma 74464**; as shown on "Attachment A"; and

WHEREAS, LESSEE desires to reimburse the LESSOR for that portion of rental expenses for use of said space;

NOW THEREFORE, it is agreed as follows:

1. This Agreement shall be effective **July 1st, 2024**, through **June 30th, 2025**, and may be renewed annually until cancelled by either party.
2. The LESSEE shall reimburse the LESSOR **\$600** per MONTH upon proper presentation of invoicing from LESSOR.
3. The LESSOR shall provide all utilities, and janitorial services for said space. As used herein, utilities shall mean electric, gas, water, and sewer.
4. It is expressly agreed that the LESSEE shall be responsible for any damage to the property caused by visitors and invitees, or by the negligence of its employees.
5. Neither LESSEE nor LESSOR waive any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.
6. This Agreement may be terminated by either party upon written notice no less than 30 days prior to cancellation.

LESSOR: City of Tahlequah
(Type or Print)

LESSEE: Oklahoma Department of Corrections
(Type or Print)

By: _____
(Signature)

By: _____
(Signature)

Suzanne Myers, Mayor
(Print Name and Title)

Steven Harpe - Director
(Print Name and Title)

Date: _____

Date: _____

State of Oklahoma, by and through its
Oklahoma Office of Management and Enterprise Services

Real Estate and Leasing Services



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4t
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Authorize the Mayor to enter into a residential lease agreement for **201 N. Water St.** with David Mead, beginning June 1, 2024, and ending December 31, 2024.

Background

Exhibits

1. LEASE - 201 N WATER COT TO MEAD

Funding Source

Request

RESIDENTIAL LEASE CONTRACT

This lease contract dated this 17 day of MAY, 2024 covering the property located at _____
201 N WATER ST, TAHLEQUAH Oklahoma

THIS AGREEMENT CONTAINS CERTAIN PROVISIONS, SOME OF WHICH ARE AS FOLLOWS:

All rents are due on the first day of the month with a late charge after the 5th day of the month. This late fee will not be waived by Landlord.

If the rent is not paid by the 10th day of the month, the Landlord will have the right to terminate this agreement and seek legal remedy.

Under no circumstances with the security deposit be considered as rent payment.

The security deposit will only be refunded to Tenant if all conditions of this agreement are fulfilled by Tenant, the property is left in good condition, and Tenant occupies the property during the full term of this lease.

AND IT IS HEREBY SPECIFICALLY AGREED AS FOLLOWS:

1. DAVID MEAD, hereinafter referred to as "Tenant" promise(s) to pay to the order of CITY OF TAHLEQUAH, hereinafter referred to as "Landlord" the sum of \$ _____ for the period _____ to _____ and the further sum of \$ 450 per month due and payable on or before the first (1st) day of each and every month, beginning with the first (1st) day of JUNE, 2024, and continuing during the term of this agreement.
2. If the rent is not paid by the fifth (5th) day of the month, Tenant hereby agrees to pay a \$5.00 per day late charge for each and every day the rent is not paid.
3. Tenant agrees that the security deposit under this contract shall be \$ 0, and is hereby paid at the signing of this Lease Contract. Same will be refunded to Tenant when vacating property, provided that the property is in the same condition as when tenant took possession and Tenant has met all terms and conditions contained herein. Under no circumstances will the security deposit be applied to the rent due.
4. If the Tenant fails to make the payment within 10 days when due, then it shall be the option of the Landlord to void this agreement. In such event the Tenant shall have no more than 5 days to vacate the property and shall not be relieved of this obligation to pay rent that is due. In the event the Landlord elects to cancel this agreement under this provision, then the security deposit will be retained by Landlord as partial payment of liquidated damages and Landlord shall have the right to pursue legal actions for damages to the property, liquidated damages resulting from Tenants breach of the Contract, and rents that are due, if any.
5. Tenant must make their own arrangements for utilities, payment of same, and the payment of utility deposits in accordance with the respective utility company rulings.
6. No pets are permitted on the property.
7. Tenant shall be responsible for damages to the premises, unless said damages have arisen from acts beyond the control of Tenant. The Landlord will not be liable for any damage occasioned by failure to keep said property in repairs, or by/or from plumbing, gas, water, steam. Or other pipes, or fixtures, or sewage, nor from any damage arising from acts over which Landlord has not control.

Lease Contract - Page 2 of 3

8. No commercial, noxious or offensive trade or activity shall be carried on or upon the premises nor shall the Tenant conduct any activity which would constitute a nuisance to the neighborhood. Tenant understands that is complaints about tenant are made to Landlord by neighbors, Landlord shall have the right to terminate this lease.

9. Tenant is responsible to keep the yard neat and clean, and if Tenant does not do so, then the Landlord shall have the right to mow and clean the yard, and Tenant shall reimburse Landlord for same.

10. Landlord hereby reserves the right to make periodic property inspections by giving Tenant 24 hours notice of said inspection. It is hereby agreed and understood that the Landlord shall have the right to terminate this Contract if the Landlord can show reasonable cause that Tenant is damaging the property beyond usual wear and tear.

11. If Tenant vacates or abandons the property prior to the expiration of this lease or any extension thereof, then Landlord shall have the right to enter the premises and secure same for protection of the property.

12. Tenant understands that in the event of violation of any part of this contract or failure to pay any money due hereunder or for damages to the property, that is such account is turned over to an attorney, the Tenant may pay such additional sums for attorney's fees as is customary and reasonable if suit is instituted.

13. Tenant will be held responsible for any loss or damage to the property resulting from overflow from sinks, bathtubs, toilets, lavatories, or washing machine caused by Tenant's neglect or misuse.

14. This contract shall remain in full force and effect from 6-1-24 to 12-31-24, and if not extended in writing shall continue under the same terms and conditions on a month to month basis thereafter.

15. Landlord hereby reserves the right to show the property to prospective Tenants 30 days before this Lease expires, provided Landlord and Tenant have not made arrangement to extend this Lease.

16. Tenant will not sublet the property or assign this Contract and should it become necessary for Landlord to obtain an attorney to enforce any provisions of this Contract, it shall be the Tenant's responsibility to pay any and all attorney fees.

17. Tenant hereby acknowledges that their personal property contents are not insured by the Landlord, and Tenant will hold the Landlord harmless for any liability from loss of same from fire, theft, or any other reason.

18. This property will be occupied by no more than ____ persons hereinafter further defined in the section below titled: *"Information on Persons Occupying Property"*

19. This agreement may be terminated only by the written agreement of both Landlord and Tenant. In the event that Tenant shows reasonable cause for the termination of this Lease that is acceptable to Landlord, this tenancy may be terminated 30 days in advance of the rent paying date, provided Tenant shall be responsible for payment of any lost rents resulting from vacancy of the property in advance of the expiration date of the lease. The failure to give this notice on rent paying date obligates the Tenant for the next term of his/her tenancy or to the extent of the loss due to the vacancy. This does not mean that this Lease may be terminated in advance of expiration date without the written approval of Landlord.

20. Other Terms and Conditions:

Lease Contract - Page 3 of 3

Lead Warning Statement

Every Tenant or occupant of any residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

We have read this Lease Contract and agree to all the terms and conditions contained herein.

Approved by Tenant this ____ day of _____, 20____.

Approved by Landlord this ____ day of _____, 20____.

Receipt: The following sums have been received from Tenant as follows: Rent: \$_____ Deposit: \$_____
Received by: _____ Date: _____

Information on Persons Occupying Property

Name	Relationship	Age	Employer	Home Phone	Work Phone	Cell Phone
------	--------------	-----	----------	------------	------------	------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Other Persons or Relatives to contact in case of emergency:

Name: _____

Home Phone: _____

Address: _____

Work Phone: _____

City: _____

Cell Phone: _____

State/Zip: _____

Relationship: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4u
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Authorize the Mayor to enter into a residential lease agreement for **203 N. Water St.** with Kyle Drake, beginning June 1, 2024, and ending December 31, 2024.

Background

Lease agreement for city-owned property located at 203 N. Water St., Tahlequah, OK 74464.

Exhibits

1. Lease Agreement-203 N. Water

Funding Source

N/A

Request

Approve lease agreement.

RESIDENTIAL LEASE CONTRACT

This lease contract dated this 17 day of MAY, 2024 covering the property located at _____
203 N WATER ST, TAHLEQUAH Oklahoma

THIS AGREEMENT CONTAINS CERTAIN PROVISIONS, SOME OF WHICH ARE AS FOLLOWS:

All rents are due on the first day of the month with a late charge after the 5th day of the month. This late fee will not be waived by Landlord.

If the rent is not paid by the 10th day of the month, the Landlord will have the right to terminate this agreement and seek legal remedy.

Under no circumstances with the security deposit be considered as rent payment.

The security deposit will only be refunded to Tenant if all conditions of this agreement are fulfilled by Tenant, the property is left in good condition, and Tenant occupies the property during the full term of this lease.

AND IT IS HEREBY SPECIFICALLY AGREED AS FOLLOWS:

1. KYLE DRAKE, hereinafter referred to as "Tenant" promise(s) to pay to the order of CITY OF TAHLEQUAH, hereinafter referred to as "Landlord" the sum of \$ _____ for the period _____ to _____ and the further sum of \$ 300 per month due and payable on or before the first (1st) day of each and every month, beginning with the first (1st) day of JUNE, 2024, and continuing during the term of this agreement.
2. If the rent is not paid by the fifth (5th) day of the month, Tenant hereby agrees to pay a \$5.00 per day late charge for each and every day the rent is not paid.
3. Tenant agrees that the security deposit under this contract shall be \$ 0, and is hereby paid at the signing of this Lease Contract. Same will be refunded to Tenant when vacating property, provided that the property is in the same condition as when tenant took possession and Tenant has met all terms and conditions contained herein. Under no circumstances will the security deposit be applied to the rent due.
4. If the Tenant fails to make the payment within 10 days when due, then it shall be the option of the Landlord to void this agreement. In such event the Tenant shall have no more than 5 days to vacate the property and shall not be relieved of this obligation to pay rent that is due. In the event the Landlord elects to cancel this agreement under this provision, then the security deposit will be retained by Landlord as partial payment of liquidated damages and Landlord shall have the right to pursue legal actions for damages to the property, liquidated damages resulting from Tenants breach of the Contract, and rents that are due, if any.
5. Tenant must make their own arrangements for utilities, payment of same, and the payment of utility deposits in accordance with the respective utility company rulings.
- ~~6. No pets are permitted on the property.~~ 
7. Tenant shall be responsible for damages to the premises, unless said damages have arisen from acts beyond the control of Tenant. The Landlord will not be liable for any damage occasioned by failure to keep said property in repairs, or by/or from plumbing, gas, water, steam. Or other pipes, or fixtures, or sewage, nor from any damage arising from acts over which Landlord has not control.

Lease Contract - Page 2 of 3

8. No commercial, noxious or offensive trade or activity shall be carried on or upon the premises nor shall the Tenant conduct any activity which would constitute a nuisance to the neighborhood. Tenant understands that is complaints about tenant are made to Landlord by neighbors, Landlord shall have the right to terminate this lease.

9. Tenant is responsible to keep the yard neat and clean, and if Tenant does not do so, then the Landlord shall have the right to mow and clean the yard, and Tenant shall reimburse Landlord for same.

10. Landlord hereby reserves the right to make periodic property inspections by giving Tenant 24 hours notice of said inspection. It is hereby agreed and understood that the Landlord shall have the right to terminate this Contract if the Landlord can show reasonable cause that Tenant is damaging the property beyond usual wear and tear.

11. If Tenant vacates or abandons the property prior to the expiration of this lease or any extension thereof, then Landlord shall have the right to enter the premises and secure same for protection of the property.

12. Tenant understands that in the event of violation of any part of this contract or failure to pay any money due hereunder or for damages to the property, that is such account is turned over to an attorney, the Tenant may pay such additional sums for attorney's fees as is customary and reasonable if suit is instituted.

13. Tenant will be held responsible for any loss or damage to the property resulting from overflow from sinks, bathtubs, toilets, lavatories, or washing machine caused by Tenant's neglect or misuse.

14. This contract shall remain in full force and effect from 6-1-24 to 12-31-24, and if not extended in writing shall continue under the same terms and conditions on a month to month basis thereafter.

15. Landlord hereby reserves the right to show the property to prospective Tenants 30 days before this Lease expires, provided Landlord and Tenant have not made arrangement to extend this Lease.

16. Tenant will not sublet the property or assign this Contract and should it become necessary for Landlord to obtain an attorney to enforce any provisions of this Contract, it shall be Tenants responsibility to pay any and all attorney fees.

17. Tenant hereby acknowledges that their personal property contents are not insured by the Landlord, and Tenant will hold the Landlord harmless for any liability from loss of same from fire, theft, or any other reason.

18. This property will be occupied by no more than ____ persons hereinafter further defined in the section below titled: *"Information on Persons Occupying Property"*

19. This agreement may be terminated only the written agreement of both Landlord and Tenant. In the event that Tenant shows reasonable cause for the termination of this Lease that is acceptable to Landlord, this tenancy may be terminated 30 days in advance of the rent paying date, provided Tenant shall be responsible for payment of any lost rents resulting from vacancy of the property in advance of the expiration date of the lease. The failure to give this notice on rent paying date obligates the Tenant for the next term of his/her tenancy or to the extent of the loss due to the vacancy. This does not mean that this Lease may be terminated in advance of expiration date without the written approval of Landlord.

20. Other Terms and Conditions:

Tenant, at Tenants option, may vacate property and terminate lease prior to 12/31/24 upon written notice to Landlord with no further rents due from Tenant to Landlord



Lease Contract - Page 3 of 3

Lead Warning Statement

Every Tenant or occupant of any residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

We have read this Lease Contract and agree to all the terms and conditions contained herein.

Approved by Tenant this ____ day of
05 / 28 / 2024, 20____.

Approved by Landlord this ____ day of
_____, 20____.



Receipt: The following sums have been received from Tenant as follows: Rent: \$_____
Received by: _____ Date: _____ Deposit: \$_____

Information on Persons Occupying Property

Name	Relationship	Age	Employer	Home Phone	Work Phone	Cell Phone
------	--------------	-----	----------	---------------	---------------	---------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Other Persons or Relatives to contact in case of emergency:

Name: _____

Home Phone: _____

Address: _____

Work Phone: _____

City: _____

Cell Phone: _____

State/Zip: _____

Relationship: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4v
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Authorize the Mayor to enter into a residential lease agreement for **205 N. Water St.** with Carden Crow and Shronn Schuelke, beginning June 1, 2024, and ending December 31, 2024.

Background

Exhibits

1. LEASE - 205 N WATER CROW SCHUELKE

Funding Source

Request

RESIDENTIAL LEASE CONTRACT

This lease contract dated this 17 day of MAY, 2024 covering the property located at _____
205 N WATER ST, TAHLEQUAH Oklahoma

THIS AGREEMENT CONTAINS CERTAIN PROVISIONS, SOME OF WHICH ARE AS FOLLOWS:

All rents are due on the first day of the month with a late charge after the 5th day of the month. This late fee will not be waived by Landlord.

If the rent is not paid by the 10th day of the month, the Landlord will have the right to terminate this agreement and seek legal remedy.

Under no circumstances with the security deposit be considered as rent payment.

The security deposit will only be refunded to Tenant if all conditions of this agreement are fulfilled by Tenant, the property is left in good condition, and Tenant occupies the property during the full term of this lease.

AND IT IS HEREBY SPECIFICALLY AGREED AS FOLLOWS:

- CARDEN CROW AND SHRONN SCHUELKE, hereinafter referred to as "Tenant" promise(s) to pay to the order of CITY OF TAHLEQUAH, hereinafter referred to as "Landlord" the sum of \$ _____ for the period _____ to _____ and the further sum of \$ 350 per month due and payable on or before the first (1st) day of each and every month, beginning with the first (1st) day of JUNE, 2024, and continuing during the term of this agreement.
- If the rent is not paid by the fifth (5th) day of the month, Tenant hereby agrees to pay a \$5.00 per day late charge for each and every day the rent is not paid.
- Tenant agrees that the security deposit under this contract shall be \$ 0, and is hereby paid at the signing of this Lease Contract. Same will be refunded to Tenant when vacating property, provided that the property is in the same condition as when tenant took possession and Tenant has met all terms and conditions contained herein. Under no circumstances will the security deposit be applied to the rent due.
- If the Tenant fails to make the payment within 10 days when due, then it shall be the option of the Landlord to void this agreement. In such event the Tenant shall have no more than 5 days to vacate the property and shall not be relieved of this obligation to pay rent that is due. In the event the Landlord elects to cancel this agreement under this provision, then the security deposit will be retained by Landlord as partial payment of liquidated damages and Landlord shall have the right to pursue legal actions for damages to the property, liquidated damages resulting from Tenants breach of the Contract, and rents that are due, if any.
- Tenant must make their own arrangements for utilities, payment of same, and the payment of utility deposits in accordance with the respective utility company rulings.
- No pets are permitted on the property.
- Tenant shall be responsible for damages to the premises, unless said damages have arisen from acts beyond the control of Tenant. The Landlord will not be liable for any damage occasioned by failure to keep said property in repairs, or by/or from plumbing, gas, water, steam. Or other pipes, or fixtures, or sewage, nor from any damage arising from acts over which Landlord has not control.

Lease Contract - Page 2 of 3

8. No commercial, noxious or offensive trade or activity shall be carried on or upon the premises nor shall the Tenant conduct any activity which would constitute a nuisance to the neighborhood. Tenant understands that if complaints about tenant are made to Landlord by neighbors, Landlord shall have the right to terminate this lease.

9. Tenant is responsible to keep the yard neat and clean, and if Tenant does not do so, then the Landlord shall have the right to mow and clean the yard, and Tenant shall reimburse Landlord for same.

10. Landlord hereby reserves the right to make periodic property inspections by giving Tenant 24 hours notice of said inspection. It is hereby agreed and understood that the Landlord shall have the right to terminate this Contract if the Landlord can show reasonable cause that Tenant is damaging the property beyond usual wear and tear.

11. If Tenant vacates or abandons the property prior to the expiration of this lease or any extension thereof, then Landlord shall have the right to enter the premises and secure same for protection of the property.

12. Tenant understands that in the event of violation of any part of this contract or failure to pay any money due hereunder or for damages to the property, that is such account is turned over to an attorney, the Tenant may pay such additional sums for attorney's fees as is customary and reasonable if suit is instituted.

13. Tenant will be held responsible for any loss or damage to the property resulting from overflow from sinks, bathtubs, toilets, lavatories, or washing machine caused by Tenant's neglect or misuse.

14. This contract shall remain in full force and effect from 6-1-24 to 12-31-24, and if not extended in writing shall continue under the same terms and conditions on a month to month basis thereafter.

15. Landlord hereby reserves the right to show the property to prospective Tenants 30 days before this Lease expires, provided Landlord and Tenant have not made arrangement to extend this Lease.

16. Tenant will not sublet the property or assign this Contract and should it become necessary for Landlord to obtain an attorney to enforce any provisions of this Contract, it shall be the Tenant's responsibility to pay any and all attorney fees.

17. Tenant hereby acknowledges that their personal property contents are not insured by the Landlord, and Tenant will hold the Landlord harmless for any liability from loss of same from fire, theft, or any other reason.

18. This property will be occupied by no more than ____ persons hereinafter further defined in the section below titled: *"Information on Persons Occupying Property"*

19. This agreement may be terminated only by the written agreement of both Landlord and Tenant. In the event that Tenant shows reasonable cause for the termination of this Lease that is acceptable to Landlord, this tenancy may be terminated 30 days in advance of the rent paying date, provided Tenant shall be responsible for payment of any lost rents resulting from vacancy of the property in advance of the expiration date of the lease. The failure to give this notice on rent paying date obligates the Tenant for the next term of his/her tenancy or to the extent of the loss due to the vacancy. This does not mean that this Lease may be terminated in advance of expiration date without the written approval of Landlord.

20. Other Terms and Conditions:

Lease Contract - Page 3 of 3

Lead Warning Statement

Every Tenant or occupant of any residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

We have read this Lease Contract and agree to all the terms and conditions contained herein.

Approved by Tenant this ____ day of _____, 20____.

Approved by Landlord this ____ day of _____, 20____.

Receipt: The following sums have been received from Tenant as follows: Rent: \$_____ Deposit: \$_____
Received by: _____ Date: _____

Information on Persons Occupying Property

Name	Relationship	Age	Employer	Home Phone	Work Phone	Cell Phone
------	--------------	-----	----------	------------	------------	------------

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Other Persons or Relatives to contact in case of emergency:

Name: _____

Home Phone: _____

Address: _____

Work Phone: _____

City: _____

Cell Phone: _____

State/Zip: _____

Relationship: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4w
Meeting Date	6/3/2024
Initiator	Brian Lambert, Director
Office / Department	Municipal Airport

Item Title

Approve the 2024-2025 contract with **William Marvin Johnson, LLC** for maintaining the **Automated Weather Station** owned/operated by the City.

Background

Yearly renewal for system maintenance of the city-owned Automated Weather Station.

Exhibits

1. William Marvin Johnson, LLC 2024-2025

Funding Source

Budgeted Item from Airport GL#117647400

Request

Approve contract.



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



2024-2025 Fiscal Year

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

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

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

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

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

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

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

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

This contract may be cancelled by either party with 30 days' notice.

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

William Marvin Johnson

William Marvin Johnson, MGR.

CITY OF TAHLEQUAH, OK



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4x
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve the contract with **Susan Niehus, LLC** for **grant writing services** for FY 2024-2025.

Background

Annual grant writing services contract for the City of Tahlequah for fiscal year 2024-2025.

Exhibits

1. Susan Niehus, LLC 2024-2025, Grant Writing Services

Funding Source

Professional Services from Managerial GL#110517200.

Request

Approve contract.

ENGAGEMENT OF INDEPENDENT CONTRACTOR

Susan Niehus, LLC

It is the intent of the City of Tahlequah, a municipality organized under the Constitution of the State of Oklahoma, hereinafter called the "City" to engage Susan Niehus, LLC, hereinafter called the "Contractor" for the purpose of writing and administering grant funding and solicitation of private donations or other monies from individuals and foundations for the purpose of improving the City of Tahlequah and its various public trusts. The Contractor shall be authorized to represent the **City** regarding only matters pertaining to the purposes contained in this engagement letter. The Contractor agrees to represent the **City** in good faith with utmost regard for the reputation of the **City** and its legal obligations and purposes.

The **City** may, in its sole discretion, provide to the Contractor a list of needed improvements to the system, the approximate cost of the improvements and the priority of the improvements. The Contractor shall research the availability of funding and shall make recommendations to the governing board of the City. The **City** agrees to employ, if it is financially feasible and/or financially able, any necessary outside consultants, engineers, or professionals needed for the purposes of design or implementation of projects in which the City or its staff are not able or qualified to provide such services. This includes but is not limited to professionally licensed and bonded engineers, architects, industry experts and the Oklahoma Department of Environmental Quality.

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

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

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

ENGAGEMENT OF INDEPENDENT CONTRACTOR- Susan Niehus, LLC

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

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

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

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

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

This agreement is made as of the ____ day of _____, 2024 and shall be effective until the 30th day of June, 2025. This agreement may be extended, amended or terminated upon the mutual agreement of the City and the Contractor. This agreement shall automatically renew until June 30 of the following year if at the expiration of this agreement, any grant projects remain outstanding or not closed-out. Such renewal will apply only to those projects which are incomplete on June 30. The parties hereto agree to comply with the terms of the agreement herein set forth. This agreement may only be further amended by mutual consent of the parties in writing with approval of the City of Tahlequah City Council.

Suzanne Myers, Mayor

Whitney Shaw, City Clerk

Susan Niehus, Contractor



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4y
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve **Legal Services Agreement** with **John Tyler Hammons** for FY 2024-2025.

Background

Annual contract for City Attorney with John Tyler Hammons.

Exhibits

1. Legal Services Agreement Hammons, J.T. 2024-2025 FINAL

Funding Source

Professional Services, Managerial GL#110-51-7200

Request

Approve contract.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made this 3rd day of June, 2024, by and between the **CITY OF TAHLEQUAH, OKLAHOMA, an Oklahoma municipal corporation** (the “City”), and **JOHN TYLER HAMMONS, an independent attorney**, (the “Attorney”).

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

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

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

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

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

PERFORMANCE REQUIREMENTS OF CITY:

City shall:

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

PERFORMANCE REQUIREMENTS OF ATTORNEY:

The Attorney shall:

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

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

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

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

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

ADDITIONAL TERMS:

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

4. The City may from time to time request that the Attorney arrange for services of others. All costs to the Attorney for such services necessary for the execution of this contract will be paid by the City, but in no event shall the Attorney employ others without the prior authorization of the City.
5. Prior to commencing work under this contract, Attorney shall acquire a malpractice insurance policy, as evidenced by a certificate of insurance submitted to the City, and shall maintain in continuous force and effect.

COMPENSATION:

1. The Attorney will receive Fifty Thousand Dollars (\$53,045.00) annually for fulfilling the duties and obligations of this Agreement to be paid in twelve (12) equal monthly installments together with amounts due for additional services rendered the previous month.
2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, reimbursement will be paid at the appropriate Federal GSA rate established at the time of travel.
3. During the term of this Agreement, if the City provides its non-uniform employees a base salary increase, then the City shall increase, but not decrease, the compensation of the Attorney by the same percentage. By way of example, if the City provides its non-uniform employee a two percent (2%) increase to base salary, the Attorney's compensation shall increase by two percent (2%). Such an adjustment shall be effective at the time and in the same manner as the compensation increase is granted to the City's non-uniform employees.

ASSIGNMENT PROVISION:

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

TERMINATION OR CANCELLATION CLAUSE:

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

STATUS OF THE PARTIES:

The parties hereto stipulate and agree that the Attorney is an independent contractor, and that the City is interested only in the results of the Attorney's services and shall not control the means and methods by which the Attorney's services are rendered. The Attorney is not eligible for any

Federal Social Security, State Worker's Compensation, Unemployment Insurance, or any vacation or leave accruals from the City.

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

WAIVER OF LIABILITY:

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

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

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

CITY OF TAHLEQUAH

ATTORNEY

Suzanne Myers, Mayor

John Tyler Hammons

Attest:

Whitney Shaw, City Clerk



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4z
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve **Legal Services Agreement** with **BJ Baker** for FY 2024-2025.

Background

Annual legal services contract for City Prosecutor.

Exhibits

1. Legal Services Agreement, BJ Baker 2024-2025

Funding Source

Professional Services from Municipal Court GL#110557200

Request

Approve contract.

CITY OF TAHLEQUAH
Legal Services Agreement

THIS AGREEMENT, made this 3rd day of June, 2024 by and between the CITY OF TAHLEQUAH, OKLAHOMA, a municipal corporation (hereinafter called the "City"), and BJ Baker, an independent attorney, contracting for the prosecutorial duties of the City Attorney, and who hereinafter shall be referred to as "Prosecutor".

TERM: The term of this Agreement shall commence on July 1st 2024, and extend through June 30th 2025.

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

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

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

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

PERFORMANCE REQUIREMENTS OF CITY:

City Shall:

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

PERFORMANCE REQUIREMENTS OF PROSECUTOR:

The Prosecutor shall:

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

ADDITIONAL TERMS:

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

COMPENSATION:

1. The Attorney will receive \$17,000 annually for fulfilling the duties and obligations of this agreement, payable semi-annually on December 31, 2024 and June 30, 2025 for trials and Abatement proceedings. Attorney will also receive \$250.00 per billed hour for other duties provided including communications with defendants, not to exceed \$15,000.00.
2. The City and Attorney agree that if extended out of area travel is required for the performance of the duties outlined in this contract, will be paid at a federal rate.

NON-ASSIGNMENT PROVISION:

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

TERMINATION OF CANCELLATION CLAUSE:

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

STATUS OF THE PARTIES:

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

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

WAIVER OF LIABILITY:

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

MODIFICATION:

This Agreement may be modified in writing and not otherwise.

Executed By:

CITY OF TAHLEQUAH

ATTORNEY

Suzanne Myers, Mayor

Date

Name

Date

Attest:

Whitney Shaw, City Clerk



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4aa
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve a **Tourism Agency Contract** with the **Tahlequah Area Chamber of Commerce** for FY 2024-2025.

Background

Annual tourism contract for FY 2024-2025.

Exhibits

1. 06.03.2024 Tourism Contract - Clean2024-2025

Funding Source

Hotel/Motel Tax

Request

Approve Tourism contract for 2024-2025

AGENT-TOURISM CONTRACT

TOURISM AGENCY CONTRACT

by and between

THE CITY OF TAHLEQUAH, OKLAHOMA

and

THE TAHLEQUAH AREA CHAMBER OF COMMERCE

TOURISM CONTRACT

THIS CONTRACT entered into on the ____ day of July, 2024, and made effective as of July 1, 2024 (the “**Effective Date**”) between the **City of Tahlequah, Oklahoma, an Oklahoma municipal corporation** (the “**City**”) and the **Tahlequah Area Chamber of Commerce, an Oklahoma corporation** (the “**Agent**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, an Ordinance of the City of Tahlequah at Part 7, Finance and Taxation, Chapter 5, Hotel/Motel Tax, § 7-501 et seq. (referred to herein as “**Tax**”), levies an excise tax of 4% of the gross rental receipts due from or paid by any transient guests of hotels located with the City. In accordance with the Tax, all taxes collected shall be set aside and used exclusively for the purpose of encouraging, promoting, and fostering tourism and tourism development in the City;

WHEREAS, City Ordinance § 7-504 provides that at the commencement of each fiscal year, the City will contract with the Tahlequah Area Chamber of Commerce, whereby the Agent will act as the agent of the City, in the distribution and use of the funds to be appropriated by the City derived from the Tax;

WHEREAS, the Agent, in addition to its other community activities and functions, has for numerous years served as the Agent; has encouraged, promoted, and fostered tourism in the City as a tourism department; and, as a result thereof, has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the Parties that duplication of programs for the encouraging, promoting, and fostering of tourism and tourism development of the City be eliminated and the Parties combine their respective efforts for such purpose and utilize the service and expertise to be provided by the Agent as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the Parties, the Parties have agreed and do hereby agree as follows:

ARTICLE I – DEFINITIONS

Section 1-01. Definitions. For the purposes of this Contract, the following terms have the meanings provided for in this Section, unless the context clearly requires otherwise:

Affiliate: A person or entity which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or entity.

Agent: The Tahlequah Area Chamber of Commerce.

Agent Services: The term “Agent Services” shall have the meaning ascribed to such term in Exhibit A of this Contract.

Council: The Tahlequah Area Tourism Council established by Section 5-07 of this Contract.

Contract: The term “Contract” shall mean this Tourism Contract, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Contract.

Effective Date: The term “Effective Date” shall have the meaning ascribed to such term in the opening paragraph of this Contract.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rules, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the City or the Agent, or any other cause or occurrence outside of the reasonable control of the Party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Laws: All applicable federal, state, and local laws, statutes, rules, regulations, and ordinances.

Operating Budget: A line-item budget for the Agent which includes a projection of Operating Expenses presented on an annual basis.

Operating Expenses: All expenses incurred by the Agent in connection with the provision of services under the Contract.

Operating Year: Each twelve (12) month period during the Term, commencing on the Effective Date and continuing until the anniversary of such date.

Program of Work: The term “Program of Work” shall have the meaning ascribed to such term in Exhibit A of this Contract.

Tax Revenue: All revenues received by the City pursuant to the Tax, as provided by Ordinance of the City of Tahlequah at Part 7, Finance and Taxation, Chapter 5, Hotel/Motel Tax, § 7-501 et seq., as amended.

Term: The term “Term” shall have the meaning ascribed to such term in Section 4-01 of this Contract.

Termination Date: The date on which a terminating Party wishes this Contract to terminate.

ARTICLE II – SERVICES

Section 2-01. Engagement.

- A. City hereby engages the Agent, pursuant to the requirements of the Tax, to act as the sole and exclusive tourism development agency of the City, subject to provisions of the Tax and this Contract.
- B. The Agent hereby accepts such engagement, and shall perform the services described herein, subject to the terms and conditions expressly set forth in this Contract, as an independent contractor of the City.

Section 2-02. Services Performed. The Agent agrees to perform the Agent Services described in **Exhibit A**. It is expressly agreed by the Parties that so long as this Contract is in effect, the City shall not interfere with the day-to-day operations of the Agent in the provision of the services under this Contract and shall at no time give or communicate orders or instructions to employees or personnel employed by the Agent hereunder.

Section 2-03. Limitation on Agent's Duties. The Agent's obligations under this Contract are contingent upon and subject to the City making available, in a timely fashion, the funds budgeted for and/or reasonably required by the Agent to carry out such obligations during the Term. The Agent shall not be considered in breach or default of this Contract and shall have no liability to the City or any other party, in the event the Agent does not perform any of its obligations hereunder due to failure by the City to timely provide such funds.

Section 2-04. Other Activities Authorized. Nothing in this Contract shall be deemed to prevent the City from expending funds or employing personnel reasonably related to the operation, promotion, enhancement, or maintenance of public parks, public museums, or public facilities within the City.

ARTICLE III – DURATION

Section 3-01. Term. The term of this Contract (the “**Term**”) shall be one (1) year, beginning on the Effective Date and, unless sooner terminated pursuant to the provisions of this Contract, expiring June 30, 2025. Unless either Party expressly provides for otherwise in writing at least ninety (90) prior to such date, this Contract shall automatically be renewed for an additional one (1) year periods.

Section 3-02. Termination.

- A. This Contract may be terminated:
 - 1. By either Party at any time upon providing the other Party with written notice of such termination at least ninety (90) days prior to the Termination Date, or
 - 2. By the Agent if the City fails to approve the fiscal appropriation necessary to support this Contract. Notwithstanding any other provision of this Contract, the Parties acknowledge and agree that the City may not lawfully appropriate funds outside of a given fiscal year nor may the City authorize expenditures in excess of estimated revenues for a given fiscal year. In the event the City fails to

approve the necessary appropriations to support the Contract, the Termination Date shall be, and the Contract shall terminate on, June 30th of the currently funded Operating Year, provided the Agent shall provide written notice of such termination to the City as soon as reasonably possible.

- B. Except for payment of all fees due the Agent through the effective date of termination, the Agent shall have no right or remedy, at law or at equity, against the City for a termination of this Contract under this Section 4-02.
- C. Upon termination of this Contract for any reason:
 - 1. The Agent shall promptly discontinue the performance of all services hereunder;
 - 2. The City shall promptly pay the Agent all fees due the Agent up to the Termination Date, subject to proration if the Term ends other than at the end of an Operating Year; and
- D. Any obligation of the Parties which are specifically intended to survive expiration or termination of this Contract shall survive expiration or termination hereof.

ARTICLE IV – OPERATIONS

Section 4-01. Operating Budget.

- A.
 - 1. Attached hereto as **Exhibit B** is the Operating Budget for the first (1st) Operating Year. The Parties acknowledge that such Operating Budget was approved by the City prior to the Effective Date.
 - 2. At least sixty (60) days prior to the commencement of each subsequent Operating Year in respect to such year, the Agent shall prepare and submit to the City its proposed Operating Budget for such year. The annual Operating Budget shall include the Agent's good faith projection of Operating Expenses, presented on an annual basis, for the upcoming Operating Year. The City agrees to provide the Agent with all information in its possession necessary to enable the Agent to prepare each Operating Budget, including anticipated projections of Tax Revenues and fund balances available for appropriations to support this Contract.
 - 3. After approval of the year's Operating Budget by the City, the City shall pay Agent one-twelfth (1/12) of the budgeted Tax revenue from the Operating Budget at the beginning of each month of the fiscal year in equal monthly installments to be paid to the Agent as soon as an invoice is received by the City. Provided, the City's monthly payment liability under this agreement shall be contingent upon the City receiving Tax Revenue sufficient to satisfy the same. Should for any reason whatsoever, the City not receive Tax Revenue sufficient to satisfy its payment obligation, the amount due the Chamber for such month shall decrease to equal the amount of Tax Revenue actually received by the City associated with such month. The Parties recognize the limitation on the City's liability under this provision may result in the Chamber receiving fewer funds than the Parties originally intended. The City will not hold the Chamber liable for any decrease in services associated with such

reduced funding. The Parties agree to collate on a monthly basis to monitor Tax Revenues actually received by the City and agree to use best efforts to adjust the Operating Budget as circumstances warrant.

4. Once the Operating Budget is approved for the upcoming fiscal year, the Agent shall have the authority to expend funds as needed in accordance with the Operating Budget. Any expenditure occurring outside of the parameters of the approved Operating Budget must first be approved by the Agent's Board of Directors and the City before the expenditure may occur.

B.

1. The annual Operating Budget shall be subject to the reasonable review and approval of the City in its sole and absolute discretion, provided approval or disapproval shall not be unreasonably delayed. In order for the City to fully evaluate and analyze such budget proposal, the Agent agrees to provide to the City such reasonable financial information related to the services performed under this Contract as may be requested by the City from time to time.
2. If the City fails to approve any annual Operating Budget proposed by the Agent, the City shall promptly provide the Agent the specific reasons therefor and its suggested modification to the Agent's proposed Operating Budget in order to make it acceptable. In such an event, the Parties agree to engage in good faith discussions and the use of commercially reasonable efforts to attempt to resolve the matter to the mutual satisfaction of the Parties, provided, in all cases whatsoever, the City shall be entitled to object to any proposed annual Operating Budget for any reason whatsoever.

C.

1. The Agent shall use all reasonable efforts to provide the services under this Contract in accordance with the Operating Budget. However, the City acknowledges that, notwithstanding the Agent's expertise and expertise in relation to the provision of services under this Contract, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic, and other conditions and circumstances beyond the Agent's control, and that the Agent shall have no independent liability if the numbers within the Operating Budget are not achieved.
2. The Parties agree the Agent may transfer any unexpended and unencumbered funds within the Operating Budget at any time during the Operating Year from one line item within the Operating Budget to another. The Agent agrees to notify the City within thirty (30) days of all such changes even if City approval is not required.

Section 4-02. Records and Reporting.

- A. The Agent agrees to keep and maintain at its principal place of business separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with the provision of services under this Contract. Such records shall contain all entries reflecting the business operations of the Agent under this Contract. The City, or its authorized agent, shall have the right

- to audit and inspect such records from time to time during the Term upon reasonable notice to the Agent and during the Agent's ordinary business hours.
- B. The Agent agrees to provide the City, within thirty (30) days after the end of each month during the Term, unaudited financial reports for its operations under this Contract for such month and year to date in accordance with generally accepted accounting principles. Failure to provide the monthly unaudited financial report shall cause the City to suspend all payments without interest thereupon due hereunder until such time as the unaudited financial report is provided.
 - C. The Agent agrees to provide the City, within one hundred twenty (120) days following the end of each Operating Year, an audit report on the accounts and records as kept by the Agent related to its operations under this Contract. Costs associated with such audit report shall be an Operating Expense. Such audit shall be performed by an external auditor approved by the City and shall be conducted in accordance with generally accepted auditing standards. Failure to provide the audit report within such time shall constitute automatic termination of this agreement by the Agent without further action by the City.
 - D. The Agent agrees to provide the City an annual report summarizing its programmatic and financial accomplishments in sufficient detail to allow a determination of value received and goals met by the Agent as a means of measuring success and return on investment. The report shall be provided to the City no later than the first regular meeting of the City's City Council in the month of May in each year during the Term.
 - E. The Parties agree no particular official of the City shall be responsible for reviewing individual expenditures incurred by the Agent under this Contract. The Agent agrees to only use the funds made available under this Contract for the purposes permitted by the Tax and no other.
 - F. The City shall provide to the Agent on the first week of each month or as soon as information is received from the state, reports detailing the amount of Hotel/Motel and Substantial Taxes collected by the City.

Section 4-03. Contract Monitoring. Each Party shall appoint a contract administrator who shall monitor such Party's compliance with the terms of this Contract. The Agent's contract administrator shall be its Tourism Director unless the Agent notifies the City of a substitute contract administrator in writing. The City's contract administrator shall be its City Administrator unless the Agent notifies the City of a substitute contract administrator in writing. Any and all reference in this Contract requiring a Party's participation or approval shall mean the participation or approval of such Party's contract administrator.

Section 4-04. Tourism Council. The Agent's operations under this Contract shall be guided by the Tahlequah Area Tourism Council (the "**Council**"), with input from the Agent's Board of Directors. The Council is a group of no more than thirteen (13) tourism stakeholders established to provide input, oversight, and recommendations on tourism marketing initiatives on behalf of the Agent in accordance with the Agent's policies and procedures. The Mayor of Tahlequah and the City Council of Tahlequah may appoint an individual to be a voting member of the Council to provide input on tourism initiatives.

ARTICLE V – REPRESENTATIONS AND COVENANTS

Section 5-01. City's Representations and Covenants. The City hereby represents and covenants to the Agent as follows, which such representations and covenants shall, unless otherwise stated herein, survive the execution and delivery of this Contract:

- A. The City is a municipality organized pursuant to the laws of the State of Oklahoma and authorize to transact business in the State of Oklahoma.
- B. It has the full legal right, power, and authority to enter in this Contract and to grant the rights and perform the obligations of the City herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.
- C. This Contract has been duly executed and delivered by the City and constitute a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability be limited by bankruptcy, insolvency, reorganization, or similar laws affected creditors' rights generally by or general equitable principles.
- D. To the City's best knowledge, without duty of inquiry, neither the execution and delivery of this Contract by the City nor City's performance of any obligation hereunder:
 - 1. Will constitute a violation of any Law to which the City is subject;
 - 2. Shall constitute a default of any term or provision or shall cause an acceleration of the performance required, under any other agreement or document to which the City is a party or otherwise found.
- E. If necessary to carry out the intent of the Contract, the City agrees to execute and provide to the Agent, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which the Agent may reasonably request in connection with the provision of services under this Contract.
- F. The City agrees that it will not expend funds, employ or contract with personnel, hire tourism personnel or agencies to conduct tourism and/or marketing activities while this Contract is in effect.

Section 5-02. Agent's Representations and Covenants. The Agent hereby represents and covenants to the City as follows, which such representations and covenants shall, unless otherwise stated herein, survive the execution and delivery of this Contract:

- A. The Agent is a corporation duly organized, validity existing, and in good standing under the laws of the State of Oklahoma.
- B. It has the full legal right, power, and authority to enter in this Contract and to grant the rights and perform the obligations of the Agent herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.
- C. This Contract has been duly executed and delivered by the Agent and constitute a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability be limited by bankruptcy, insolvency, reorganization, or similar laws affected creditors' rights generally by or general equitable principles.
- D. The Agent will comply with all Laws applicable to its provision of services under this Contract.

- E. To the best of the Agent's knowledge, without duty of inquiry, neither the execution and delivery of this Contract by the Agent nor Agent's performance of any obligation hereunder:
 - 1. Will constitute a violation of any Law to which the Agent is subject;
 - 2. Shall constitute a default of any term or provision or shall cause an acceleration of the performance required, under any other agreement or document to which the Agent is a party or otherwise found.
- F. If necessary to carry out the intent of the Contract, the Agent agrees to execute and provide to the City, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which the Agent may reasonable request in connection with the provision of services under this Contract.
- G. By executing this Contract, the Agent agrees to comply with the terms of this Contract and the Tax. Except for ensuring compliance with the terms of this Contract, the City shall have no right to assert control over the Agent and the method and manner in which it conducts business and the Agent shall not be required to follow any policies, procedures or practices of the City, other than those City Ordinances which apply to the Agent as a result of the Tax.
- H. The Agent agrees to be bound by the terms of the Oklahoma Open Meeting Act (25 OS § 301 *et seq.*) and the Oklahoma Open Record Act (51 OS § 24A.1 *et seq.*) in the provision of services under this Agreement.

ARTICLE VI – GENERAL PROVISIONS

Section 6-01. No Discrimination. The Agent agrees it will not discriminate against any employee or applicant for employment for work under this Contract because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure applicants are employed, and employees are treated during employment, without regard for race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 6-02. Force Majeure. Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure, or inability to perform under this Contract due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

Section 6-03. Assignment. Neither Party may assign this Contract without the prior written consent of the other. Any purported assignment in contravention of this Section shall be void.

Section 6-04. Notices. All notice required or permitted to be given pursuant to this Contract shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the address and positions set forth below. All such notices to either Party shall be deemed to have been provided when delivered, if delivered personally, or three (3) days after mailed, if sent by registered or certified mail.

If to the City:

If to the Agent:

**City Administrator
City of Tahlequah
111 S Cherokee Street
Tahlequah, Oklahoma 74464**

**President and CEO
Tahlequah Chamber of Commerce
123 E Delaware Street
Tahlequah, Oklahoma 74464**

The designation of the positions to be notified and the addresses of such Parties set forth above may be changed from time to time by written notice to the other Party in the manner set forth above.

Section 6-05. Severability. If a court of competent jurisdiction determines that any term of this Contract is invalid or unenforceable to any extent under applicable law, the remainder of this Contract, and the application of this Contract to other circumstances, shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 6-06. Entire Agreement. This Contract, including the exhibits and schedules attached hereto, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements, or understandings, whether oral or written.

Section 6-07. Governing Law.

- A. This Contract is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, without regard to its conflict of laws principles.
- B. All actions or legal proceedings arising out of or relating to this Contract shall be brought in the courts of records of the State of Oklahoma in Cherokee County or in the United States District Court for the Eastern District of Oklahoma. Each Party consents to the sole and proper jurisdiction of such courts in any actions or legal proceedings and waives any objection to the laying of venue of any such action or legal proceeding in such courts.

Section 6-08. Reasonable Actions Required. Notwithstanding any provision of this Contract to the contrary, the Agent agrees to perform all acts reasonably necessary to ensure the City's compliance with any and all laws related to the accounting, reporting, recording, and retention of all revenues and expenditures of public funds.

Section 6-09. Amendments. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated, unless as otherwise provided for herein, except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

Section 6-10. Waiver and Remedies.

- A. No failure or delay by a Party hereto to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Contract, but each and every term of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- B. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity. Every remedy given by this Contract may be exercised from time to time and as often as may be deemed expedient by the Party exercising such remedy.

Section 6-11. Relationship of Parties. The Parties acknowledge and agree that they are not joint ventures, partners, or joint venturers with respect to the subject matter of this Contract and nothing contained in this Contract shall be construed as creating a partnership, joint venture, or similar relationship between the Parties. In performing the services under this Contract, the Agent acts on behalf of and as an independent contractor for the City, subject to the limitations of the Agent's authority as set out in this Contract, with the duties required by law of a party acting in such capacity.

Section 6-12. No Third-Party Beneficiaries. There are no intended third-party beneficiaries under this Contract, and no third party shall have any rights or make any claim thereunder, it being intended that solely the Parties hereto shall have rights and may make claims hereunder.

Section 6-13. Attorney Fees. If any suit or action is instituted by either Party hereunder, included all appeals, the prevailing Party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing Party, in addition to any other amounts to which it may be entitled.

Section 6-14. Limitation on Damages. In no event shall either Party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages, including, without limitation, lost profits, whether based upon breach of contract or warranty, negligence, strict tort liability, or otherwise, and each Party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other Party, provided that the foregoing shall not limit or restrict any claim by the Agent for compensation under the Operating Budget in the event of a breach or default of this Contract by the City.

Section 6-15. Headings. All headings and subheadings employed within this Contract and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Contract.

Section 6-16. Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the Parties and transmitted by facsimile or electronic transmission and if so executed and transmitted, shall be effective as if the Parties had delivered and executed original of this Contract.

Section 6-17. Benefits and Obligations. The covenants and agreements contained herein shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

Section 6-18. Time. Time is of the essence with respect to all payments under this Contract.

Section 6-19. Acknowledgement. The Parties acknowledge that have been provided with a copy of this Contract for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Contract reviewed by their respective attorneys prior to signing it, and that they understand the purpose and effect of this Contract.

IN WITNESS WEHREOF, each party hereto has caused this Contract to be executed on behalf of such Party by an authorized representative.

CITY OF TAHLEQUAH, OKLAHOMA

**TAHLEQUAH AREA CHAMBER OF
COMMERCE**

Mayor

Chair of the Board

Attest:

Attest:

City Clerk

Board Secretary

Approved as to form:

City Attorney

EXHIBIT A

Agent Duties

During the Term, the Agent will provide services related to a broad range of management, marketing, business development, planning, design, vendor negotiations, branding, and employee and volunteer recruitment necessary to present a viable convention and tourism promotional program for the City (collectively, the “**Agent Services**”).

The Agent Services address the Agent’s responsibility for all aspects of oversight for staffing, marketing, event management, sponsorship and advertising sales, gathering and disseminating information, research, promotional programs, servicing conventions, assisting in the development and promotion of local activities and attraction designed to enhance the City’s tourist desirability, and day-to-day operation for the encouraging, promoting, and fostering the convention and tourism development of the City (collectively, the “**Program of Work**”).



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4bb
Meeting Date 6/3/2024
Initiator
Office / Department Administration

Item Title

Approve the **Inter-Local Agreement** on the handling of **juvenile cases** with the **District Court** for FY 2024-2025.

Background

Annual agreement between the District Court, Fifteenth Judicial District, and the City of Tahlequah on the handling of juvenile cases.

Exhibits

1. District Court Agreement 2024-2025

Funding Source

N/A

Request

Approve agreement for FY 2024-2025.

**INTER-LOCAL AGREEMENT
ON THE HANDLING OF JUVENILE CASES
BETWEEN THE DISTRICT COURT, FIFTEENTH JUDICIAL
DISTRICT, AND THE CITY OF TAHLEQUAH, OKLAHOMA**

This agreement is made pursuant to the Inter-local Cooperative Act (74 O.S. § 1001, et seq.) by and between the District Court of the Fifteenth Judicial District, serving Cherokee County (hereafter “the District Court”), and the City of Tahlequah, Oklahoma (hereafter, “the City”), under the authority of 10A O.S. § 2-2-102, authorizing municipal courts to assume jurisdiction of certain specified juvenile offenders. The express purpose of this agreement is to enable the Municipal Court of the City of Tahlequah, Oklahoma, (hereafter, “the Municipal Court”) to establish, develop, and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. Such offenders will typically be first-time offenders, or at least juveniles with infrequent contact with the law. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

- 1) This agreement shall be in effect from the date of its approval by both parties through June 30, 2025. Thereafter this agreement may be renewed for successive one-year periods corresponding with the City’s fiscal year of July first through June thirtieth. The agreement shall expire automatically on June thirtieth unless the District Court and the governing body of the City renew the agreement for another year. If either party desires to let the agreement expire, that party shall notify the other party in writing of its desire by the first day of May of the fiscal year preceding expiration.
- 2) Either party may request a modification of the agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of any negotiations concerning amendment.

- 3) Either party may terminate this agreement by providing written notice to the other party at least ninety (90) days prior to the proposed termination.
- 4) In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through the Office of the City Attorney at the Tahlequah, Oklahoma, City Hall. The District Court may be contacted through the Office of the Presiding Juvenile Judge at the Cherokee County Courthouse.

OBLIGATION OF THE CITY

- 1) The Municipal Court of the City of Tahlequah, Oklahoma, may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age; and
 - b) Have been charged with violating municipal ordinances relating to any of the following acts:
 - (1) Vandalism;
 - (2) Shoplifting;
 - (3) Trespassing;
 - (4) Assault;
 - (5) Battery;
 - (6) Assault and battery;
 - (7) Illegal possession of firearms;
 - (8) Truancy;
 - (9) Curfew violation;
 - (10) Possession of alcoholic beverage(s);
 - (11) Disorderly conduct;
 - (12) Public intoxication;

- (13) Failure to appear for a court appearance or comply with a court order;
 - (14) Any other offense listed in 10A O.S. § 2-2-103; and
 - c) Have not been certified as an adult for any purpose pursuant to 10A O.S. § 2-2-403, to the best of the knowledge of the City.
- 2) Upon conviction or upon a deferment of judgment, the Municipal Court may impose any one or all of the following sanctions:
- a) A fine not to exceed the statutory maximum of the Municipal Court;
 - b) Community service work in lieu of a fine (Not to exceed forty-two hours and not to exceed the hourly equivalent of the maximum fine allowed by law, computed at the prevailing minimum wage);
 - c) Restitution;
 - d) Counseling or other community-based services; and/or
 - e) Court costs.
- 3) All Municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court or in conformity with Oklahoma statute or with regulations adopted pursuant to 10 O.S. § 620.6, 10 O.S. §§ 7005-1.1 through 7005-1.8, and/or 10 O.S. §§ 7307-1.6 through 7307-1.8.
- 4) If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian, or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian, or responsible adult to take custody of the juvenile. Upon a failure to locate an

appropriate responsible adult, the City may refer the juvenile to the District Court or may retain custody of the juvenile in a location separate from the jail until the impediment to release is resolved.

- 5) The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution. It is expressly understood that prosecution in Municipal Court will constitute a bar against any subsequent prosecution in the District Court for the same offense.
- 6) All fines and administrative fees generated as a result of the prosecution of juveniles under this contract shall be placed in one or more special accounts and used to fund the costs of prosecution under this agreement, the costs of reasonable and necessary detention, the administrative costs related to the execution of this agreement, and the costs of local programs designed to address the problems of juvenile crime.
- 7) The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement is not intended to impose any additional record keeping requirements on municipal governments or officials.
- 8) Representatives of the District Court and the Municipal Court shall meet periodically to share information and evaluate the success of procedures implemented to share information and evaluate the success of procedures implemented to prosecute and treat juvenile offenders.

OBLIGATIONS OF THE DISTRICT COURT

- 1) The District Court understand that court costs which are authorized by law may be collected, deposited in the City's general fund, and thereafter expended by the City for lawful purposes.

- 2) The District Court acknowledges that the City's jurisdiction over juvenile traffic offenders is not affected by or dependent upon this agreement.
- 3) The District Court shall consider, in the District Court's sole discretion, the appropriateness of bringing contempt charges against any juvenile who has been:
 - a. Prosecuted under this agreement, and
 - b. Subjected to orders of the Municipal Court, and
 - c. Thereafter disobeys the orders of the Municipal Court.

The disobedience of an order of the Municipal Court order may also be used as an element in determining the appropriateness of District Court prosecution or appropriate sentencing in the event a juvenile is ever prosecuted on subsequent charges.

- 4) The District Court shall cooperate with the Municipal Court in maintaining statistical data on the number of juveniles diverted from the District Court system to the Municipal Court system and the success rate of the Municipal Court system, as determined by the percentage of recidivism of such Municipal Court offenders in either the Municipal Court or the District Court. As an aid to this process, the City shall compile a list identifying the juveniles prosecuted and the charges for which they were prosecuted, and that list shall be available upon demand by the District Court for comparison with the District Court records to determine previous offender status or for any other proper purpose.
- 5) The District Court shall periodically advise the City of the District Court's impressions of the successes or shortcomings of programs under the contract as measured against the purposes of the parties.

- 6) The District Court shall compare any arraignment docket kept by the City with the District Court's records to determine whether any named defendant has had prior contact with the District Court and will advise the City of its findings prior to the arraignment in Municipal Court.
- 7) As needed, representatives for the contracting parties may meet to discuss improvements in any process implemented under this agreement.

STATUS OF VARIOUS EMPLOYEES/CONTRACTORS

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries, and considerations paid on subcontracts.

APPROVED AND SIGNED this _____ day of _____, 2024.

PRESIDING JUDGE
FIFTEENTH JUDICIAL DISTRICT

DISTRICT ATTORNEY, DIST. NO. 27

PASSED AND APPROVED by the Mayor and Council of the City of Tahlequah, Oklahoma this 3rd day of June, 2024.

CITY OF TAHLEQUAH, OKLAHOMA

MAYOR, Suzanne Myers

ATTEST:

CITY CLERK, Whitney Shaw

APPROVED as to form:

CITY ATTORNEY, John Tyler Hammons



Tahlequah City Council AGENDA ITEM REPORT

Item No. 4cc
Meeting Date 6/3/2024
Initiator
Office / Department Administration

Item Title

Approve the contract for services with **Oklahoma Production Center (OPC)** for city-wide Recycling and Road Litter Pickup for FY 2024-2025.

Background

Annual contract with OPC for the Recycling Program and Road Litter Pickup along the Bertha Parker Bypass, beginning July 1, 2024, and ending June 30, 2025.

Exhibits

1. OPC Contract 2024-2025

Funding Source

Solid Waste Department budget.

Request

Approve contract for service for FY 2024-2025.



Oklahoma Production Center
216 West Ave. □ P.O. Box 774 □ Tahlequah, OK 74465
Administrative Offices & Herb Rozell Center (918) 456-1929
Resource Support Center 456-1948 □ Work Activity Center 456-1996

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

Executive Director,
Wayne Ryals

Contract For Services

This contract is hereby entered into between the City of Tahlequah, hereinafter referred to as the "City," and Oklahoma Production Center for the Developmentally Disabled, hereinafter referred to as "OPC," to provide the following services:

1. City-Wide Recycling Program:

Location: Tahlequah Recycle Drop Off, 1851 North Douglas Boulevard, Tahlequah, Oklahoma, 74464

Contact Person: Chris Armstrong

Phone Number: 918-931-1957

Contact Period: July 1, 2024, through June 30, 2025, with the option to automatically renew yearly by agreement of both parties.

Service Details:

OPC agrees to provide recycling services at a rate of \$2,016.66 per month, due by the 10th of each month.

Frequency of Service: Six days per week, Monday to Friday from 8:00 am to 4:00 pm, and Saturday from 9:00 am to 3:00 pm. OPC will coordinate with the City Sanitation Department designated contact person for days closed due to holidays.

Scope of Service: OPC will provide no fewer than 3 personnel to sort and process recyclable materials at the designated recycling location open to the public. OPC personnel will assist customers with unloading recyclable materials, sorting them into appropriate containers, and baling materials according to manufacturer's recommendations. OPC agrees to keep the work areas clear of hazards and load all recyclable material into appropriate holding areas, including trailers for transport.

Responsibilities:

The City of Tahlequah agrees to provide adequate and safe physical space (heated and cooled) for OPC personnel to perform the duties necessary to complete the job, baler machines, the use of a loader, and all materials needed to properly complete the necessary duties.

The City of Tahlequah further agrees to provide adequate sanitary supplies for the designated break room, including toilet paper, paper towels, hand soap, trash receptacle liner, and cleaning solution delivered weekly.



Oklahoma Production Center

216 West Ave. □ P.O. Box 774 □ Tahlequah, OK 74465

Administrative Offices & Herb Rozell Center (918) 456-1929

Resource Support Center 456-1948 □ Work Activity Center 456-1996

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

Executive Director,
Wayne Ryals

Additional Provisions:

OPC shall assume full responsibility for any damages resulting from negligent actions of its staff while operating power equipment within the Recycle Center premises. In cases where property damage is directly attributable to OPC employees, OPC agrees to cover 50% of the incurred costs.

To mitigate the risk of equipment or property damage, OPC will ensure the presence of a designated consent individual at the Recycle Center during operational hours.

OPC will hold harmless the City of any liability arising from OPC's activities or actions on behalf of OPC or any other participants.

Insurance:

OPC shall acquire and file with the City of Tahlequah a liability policy, including worker's compensation for all OPC personnel, with minimum coverage of \$100,000 per claimant and \$1,000,000 per single occurrence or accident, or as determined by the Government Tort Claims Act.

2. City-Wide Road Litter Pickup:

Location: City Bypass 51, 62, 82, collectively known as the Bertha Parker Bypass

Contact: Chris Armstrong

Phone Number: 918-931-1957

Contract Period: July 1, 2024, through June 30, 2025, with the option to automatically renew yearly by agreement of both parties.

Service Details:

OPC agrees to provide road litter pickup at a rate of \$2,662.00 per month, due by the 10th of each month.

Frequency of Service: Monthly consecutive days of service until completion, weather permitting.

Scope of Service:

OPC will perform road litter pickup along City Bypass 51, 62, 82, as designated by the City, until completion, subject to weather conditions.

OPC will transport all litter removed from the right-of-way to the Tahlequah City Sanitation Department at no charge to OPC. The City of Tahlequah will provide trash bags no larger than 25 gallon in size for the litter pick up and be ready for pick up monthly at the Tahlequah City Sanitation Department.



Oklahoma Production Center

216 West Ave. □ P.O. Box 774 □ Tahlequah, OK 74465

Administrative Offices & Herb Rozell Center (918) 456-1929

Resource Support Center 456-1948 □ Work Activity Center 456-1996

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

Executive Director,
Wayne Ryals

Insurance:

OPC shall acquire and file with the City of Tahlequah a liability policy, including worker's compensation for all OPC personnel, with minimum coverage of \$100,000 per claimant and \$1,000,000 per single occurrence or accident, or as determined by the Government Tort Claims Act.

Payment Terms:

Recycling Services: OPC agrees to provide recycling services at a rate of \$2,016.66 per month.
Road Litter Pickup: OPC agrees to provide road litter pickup at a rate of \$2662.00 per month.
The total payment due to OPC for both services amounts to **\$4,678.66 per month**. Payment is due by the 10th of each month.

FIRST PARTY

SECOND PARTY

Tahlequah City Authorized Agent
DATE: _____

Wayne Ryals, Executive Director (OPC)
DATE: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4dd
Meeting Date	6/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Accept **re-appointment of Dana Eversole** to the Board of Adjustment beginning June 2024.

Background

3 year terms for Board of Adjustment.

Exhibits

None

Funding Source

N/A

Request

Accept re-appointment



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4ee
Meeting Date	6/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Accept **re-appointment of Lisa Presley** to the Board of Adjustment beginning June 2024.

Background

3 year term for Board of Adjustment.

Exhibits

None

Funding Source

N/A

Request

Acceptance of re-appointment



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4ff
Meeting Date	6/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Accept the **re-appointment of Ryan Cannonie** to the Planning Commission beginning June 2024.

Background

Planning Commission terms are 3 years.

Exhibits

None

Funding Source

N/A

Request

Acceptance of re-appointment



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4gg
Meeting Date	6/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Accept the **re-appointment of Amber Wooten** to the Planning Commission beginning June 2024.

Background

Planning Commission terms are 3 years.

Exhibits

None

Funding Source

N/A

Request

Acceptance of re-appointment



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4hh
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Appoint **Jacob Bigham** as a Volunteer Firefighter in the Fire Department, effective May 20, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4ii
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Appoint **Caleb Crittenden** as a Volunteer Firefighter in the Fire Department, effective May 16, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4jj
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire **Noe Sosa** as a Lifeguard in the Parks and Recreation Department, at \$12.00 per hour, effective May 21, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4kk
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire **Kiarra Dyer** as a part-time laborer in the Parks and Recreation Department, effective May 14, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 411
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire **Robby Morgan**, as a Collector in the Solid Waste Department at \$35,500 annually, effective May 21, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4mm
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Martin Falcon**, Head Lifeguard at \$13.00 per hour to Part-Time Laborer at \$10.07 per hour, Parks and Recreation Department, effective May 13, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4nn
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Claire Settle**, Sr. Head Lifeguard at \$15.00 per hour to Part-Time Laborer at \$10.07 per hour, Parks and Recreation Department, effective May 13, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 400
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Levi Gibson**, from Collector to Driver, Solid Waste Department, effective May 14, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4pp
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Joe Enlow III**, Lifeguard in the Parks and Recreation Department, effective May 2, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4qq
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Hunter Webb**, Part-Time Laborer in the Parks and Recreation Department, effective May 10, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4rr
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Jack Clark**, Part-Time Laborer in the Parks and Recreation Department, effective April 12, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4ss
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Dana Lee**, Stormwater Manager in the Compliance Department, effective June 3, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4tt
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Aaron Colvin**, Mechanic in the Solid Waste Department, effective May 14, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4uu
Meeting Date 6/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of **Jeremiah Fixin**, Driver in the Solid Waste Department, effective May 22, 20024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6b
Meeting Date 6/3/2024
Initiator _____
Office / Department Administration

Item Title

Discussion: Public Hearing on the proposed 2024-2025 Budget.

Background

Public Hearing for the Presentation and discussion of the proposed 2024-2025 Budget.

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6c
Meeting Date	6/3/2024
Initiator	Rebecca White, Finance Support, Michele Collins, Finance Director, Marty Hainzinger
Office / Department	Finance

Item Title

Motion to approve, approve with modification, or deny **Resolution No. 06-03-2024**, a resolution approving the City of Tahlequah, Oklahoma budget for the Fiscal Year 2024-2025 and establishing budget amendment authority. City Administrator Taylor Tannehill and Mayor Suzanne Myers

Background

Annual budget for FY 2024-2025 for the City of Tahlequah

Exhibits

1. Resolution B-Budget

Funding Source

Request

Approve Resolution and budget.

CITY OF TAHLEQUAH, OKLAHOMA

RESOLUTION NO 06-03-2024

A RESOLUTION APPROVING THE CITY OF TAHLEQUAH, OKLAHOMA BUDGET FOR THE FISCAL YEAR 2024-2025 AND ESTABLISHING BUDGET AMENDMENT AUTHORITY

WHEREAS, the City of Tahlequah has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the chief executive officer has prepared a budget for the fiscal year ending June 30, 2025 (FY 2024-2025) consistent with the Act; and

WHEREAS, the Act in Section 17-215 provides for the chief executive office of the City, or designee, as authorized by the governing body, to transfer any unexpended and unencumbered appropriation from one department to another within the same fund; and

WHEREAS, the Tahlequah City Council has conducted a Public Hearing at least fifteen (15) days prior to the start of the fiscal year, and published the notice of the Public Hearing in compliance with Section 17-208 of the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA:

SECTION 1. The City Council of the City of Tahlequah does hereby adopt the FY 2024-2025 Budget on the 3rd day of June 2024 with total resources available in the amount of \$45,042,179 and total fund/departamental appropriations in the amount of \$34,893,557. Legal appropriations (spending/encumbering limits) are hereby established as follows:

<u>FUND</u>	<u>APPROPRIATION</u>
GENERAL FUND	
Managerial	3,328,547
City Clerk	103,583
City Treasurer	14,145
Municipal Judge	191,878
Cemetery	262,793
Emergency Management	139,975
Fire Department	2,220,348
Law Enforcement	3,917,672
Street Department	1,298,774
City Library	43,700
Maintenance	258,949
Recreation	1,489,207
Information Technology	236,215
Compliance	299,572
Fund Transfers	1,003,410
(TOTAL GENERAL FUND)	14,808,769
STREET & ALLEY FUND	250,000
HOTEL/MOTEL FUND	349,676
CEMETERY CARE FUND	70,000
SOLID WASTE SERVICES FUND	3,929,531
STORMWATER MANAGEMENT FUND	572,942
AIRPORT FUND	265,278
BROOKSIDE RESTORATION FUND	8,000
CAPITAL IMPROVEMENT FUND	1,144,957
STREETS & SIDEWALKS FUND	4,865,000
COPS IN SCHOOLS RETENTION FUND	517,440
AMERICAN RESCUE FUND	1,027,289
RESTRICTED DONATIONS FUND	522,302
FAA APRON REHAB	417,119
DEPT OF COMMERCE - EDA GRANT	2,150,400
HAZARD MITIGATION GRANT	679,332
TAP GRANT - TRAILS	1,817,045
TAP GRANT - SIDEWALKS	1,498,478
TOTAL FOR ALL OTHER FUNDS	20,084,788
COMBINED APPROPRIATION TOTALS	34,893,557

SECTION 2. The City Council does hereby authorize the City Administrator to transfer (reallocate) any unexpended and unencumbered appropriations, at any time throughout FY 2024-2025, from one line item to another, one object category to another within a department, without further approval by the City Council. Transfers from one fund to another fund must be approved by the City Treasurer, as provided in Ordinance 7-110B.

SECTION 3. All supplemental appropriations or decrease in the total appropriation of a fund shall be adopted at a meeting of the City Council and filed with the State Auditor and Inspector.

SECTION 4. All balances in Grant Funds on June 30, 2024 will be rolled over and budgeted on July 1, 2024.

SIGNED

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

DUE TO SIZE, CONSENT
ITEM 6c IS AVAILABLE IN
DIGITAL FORMAT ON THE
CITY WEBSITE UNDER

“Government”

“Budgets and Audits”

“Budgets”

“2024-2025 Proposed Budget”



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6d
Meeting Date	6/3/2024
Initiator	JOSH ALLEN
Office / Department	Administration

Item Title

Discussion and possible action to authorize the Mayor to negotiate the use of **ARPA funds for transitional housing** in collaboration with Help-In-Crisis. *Councilor, Ward 4, Josh Allen and City Administrator Taylor Tannehill*

Background

--

Exhibits

- | |
|---------------------------------|
| 1. 06.03.2024 HelpinCrisis ARPA |
|---------------------------------|

Funding Source

--

Request

--

Help In Crisis

Support, Educate, Empower And Prevent

MAIN OFFICE
205 NORTH COLLEGE AVENUE
TAHLEQUAH, OK 74464
Office phone: (918) 456-0673
Crisis Hotline: (800) 300-5321 or (918) 456-HELP (4357)
Visit our website: www.helpincrisisinc.org or
www.facebook.com/tahlequah.helpincrisis

To Tahlequah City Council,

The need for transitional housing for survivors of domestic violence and sexual assault is at an all time high. Our initial request for ARPA funds from the City in October of 2022 laid out the obstacles survivors face and the need they have for housing support beyond the initial 30 day shelter stay. We believe strongly that your investment into transitional housing for Help In Crisis survivors will give women and their children the chance to reclaim a life of safety and freedom and mostly keep them away from their abusers and from having no other option but to be homeless.

Our dream is to have land to build a transitional housing complex of our own where we can house many survivors for up to a year. This goal has been part of our strategic plan for the last couple of years and we are just waiting for the right opportunity to arise. In the meantime, our goal for this year is to find transitional housing support for two families. This brings me to our request. We have a signed contract on a duplex at 320 York Street in Tahlequah, OK that is contingent upon your support of \$149,000.00 of ARPA funds and Help In Crisis securing financing for the remaining balance.

We believe strongly that we are better together and with the City of Tahlequah's support and investment of ARPA funds we will be able to take the first step in making transitional housing a reality.



Laura Kuester

Help In Crisis, Executive Director





Tahlequah City Council AGENDA ITEM REPORT

Item No.	6e
Meeting Date	6/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Discussion and possible action to approve, approve with modifications, or deny **Resolution No.06-03-2024(B)**. A resolution changing the zoning from RS-3 to RM-2 at 923 N. Callie Ave., Tahlequah, Oklahoma. North 20' of Lot 15, Lot 16, and North 10' of Lot 17, Block 1, College Addition to the City of Tahlequah, Cherokee County, Oklahoma, according to the official plat thereof. *Planning & Development Director Paige Harjo*

Background

--

Exhibits

1. Zoning Change 923 Callie Ave.
2. Resolution_Template for 923 Callie

Funding Source

--

Request

--

City of Tahlequah

PLANNING & DEVELOPMENT STAFF REPORT

TO: City of Tahlequah City Council
FROM: Paige Harjo, Tahlequah Planning & Development Director
DATE: May 28, 2024
RE: Resolution 5-04-2024

Recommendation: Staff and Planning Commission Recommend approval of Case #4-2024-Zoning, Resolution 5-04-2024. Changing the referenced property's zoning from RS-3 to RM-2.

Background

Subject Property Address: 923 N. Callie Avenue
Current Zoning: Residential Single Family High Density District (RS-3)
Proposed Zoning: Residential Multifamily Medium Density District (RM-2)
Property Owner: Faye Wisely Revocable Trust
Owner Representative: Kevin Wisely

Attachments

Zoning Map
Aerial Map
Google Map

Project Summary

The applicant is requesting a zoning change to use the property for a duplex or quadplex residence.

Existing Context

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

<i>Existing Land Use</i>	<i>Existing Zoning</i>
Single Family Residence	RS-3
<i>Proposed Land Use</i>	<i>Proposed Zoning</i>
Duplex or Quadplex	RM-2
<i>Surrounding Land Use</i>	<i>Surrounding Zoning</i>
North: Multifamily Residential	North: RM-2
South: Single Family Residential	South: RS-3
East: Single Family Residential	East: RS-3
West: Single Family Residential	West: RS-3

Historic Context

The subject property was zoned R-1 during an annexation project in 1998. The subject property was designated RS-3 upon the adoption of the updated zoning ordinance and Map in 2022.

Relationship with Comprehensive Plan

The Comprehensive Plan identifies the subject property as an Urban Transitional Neighborhood. An Urban Transitional Neighborhood is characterized as areas including housing types of varying styles, age, size, and conditions that accommodate an equally diverse population in terms of age, culture and income. These neighborhoods are typically located within the early plats of the City, particularly near downtown and NSU.

Relationship with Zoning Ordinance

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

Staff Comments

- a. The property fits the Urban Transitional Neighborhood classification.
- b. The proposed use, in this instance, is consistent with the comprehensive plan due to similar residential densities, as well as, being within 500 feet from NSU.
- c. The proposed use also fits the Comprehensive plan, on page 90 it states, *"In the next 5-10 years these (Urban Transitional Neighborhoods) properties will transition from Single Family homes into multi-family apartments. The development of new multi-family housing should be consistent with this plan, and occur on lots adjacent to the university first, and expand linearly away from the University campus."*

Planning Commission Discussion & Recommendation

None



923 Callie Aerial Map



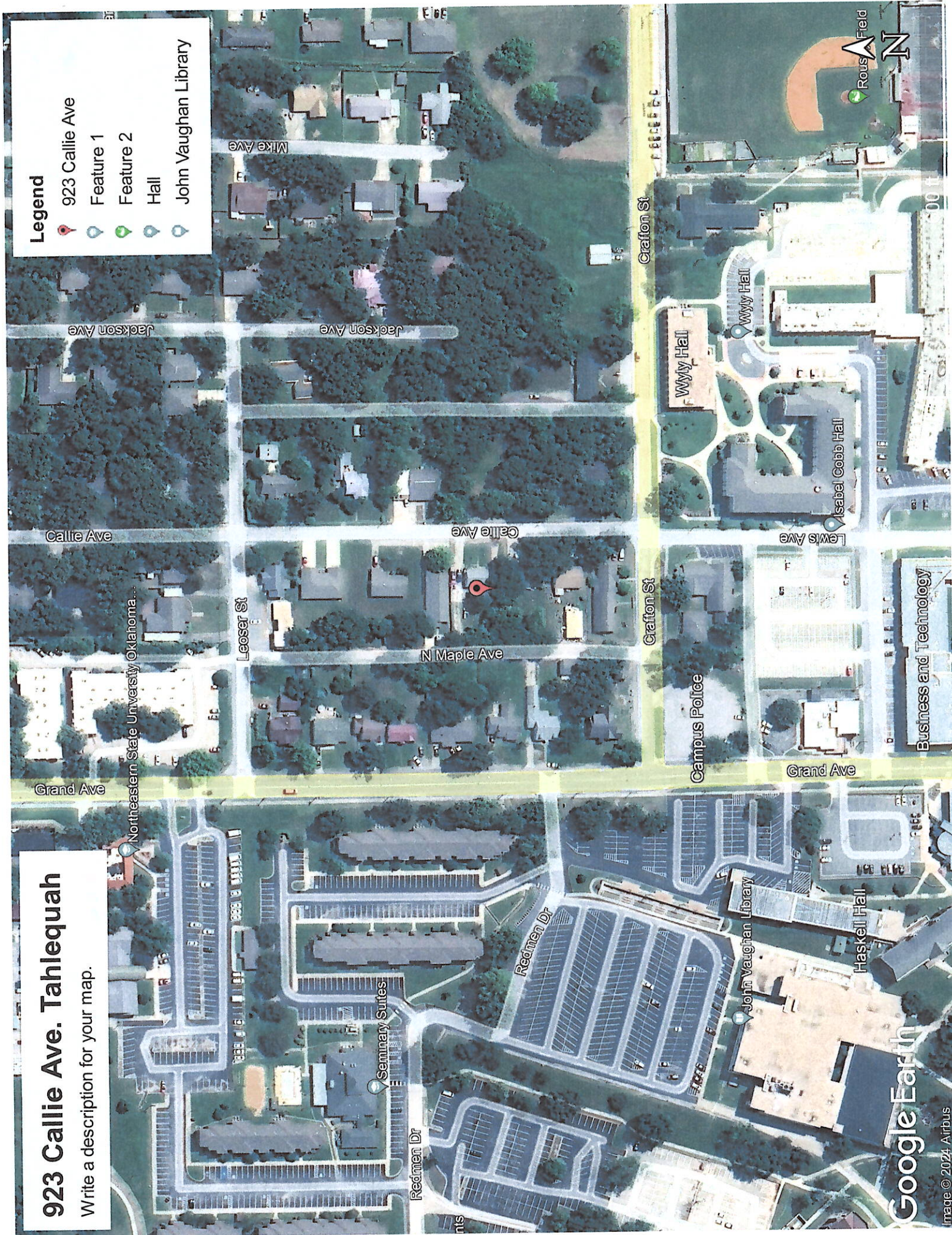
01/05/2023 - 01/20/2023

923 Callie Ave. Tahlequah

Write a description for your map.

Legend

- 923 Callie Ave
- Feature 1
- Feature 2
- Hall
- John Vaughan Library



RESOLUTION NO. XX-XX-XXXX

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

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

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

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

WHEREAS, the Planning Commission of the City of Tahlequah recommended unanimously by a vote of 4-0 to approve Case #4-2024-Zoning.

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

LEGAL DESCRIPTION

North 20' of Lot 15, Lot 16, and North 10' of Lot 17, Block 1, College Addition
to the City of Tahlequah, Cherokee County, Oklahoma

Shall be, and the same is, hereby changed from Residential Single Family High Density District (RS-3) to Residential Multifamily Medium Density District (RM-2).

PASSED AND ADOPTED by the City Council of the City of Tahlequah on this 3rd day of June, 2024, after full compliance with the Oklahoma Open Meeting Act.

CITY OF TAHLEQUAH

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

[Seal]



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6f
Meeting Date	6/3/2024
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible action to adopt the **Citizen Participation Plan** for the City of Tahlequah's application for the **Community Development Block Grant (CDBG) 2024 Small Cities Program**. *City Administrator Taylor Tannehill*

Background

The Citizen's Participation Plan is required for the CDBG 2024 Small Cities Grant. An initial public hearing will be scheduled prior to the application submission date of June 14th.

Exhibits

1. 3. Attach B Citizen Participation Plan

Funding Source

N/A

Request

To approve the Citizen's Participation Plan.

***Community Development Block Grant (CDBG) 2024
Small Cities Program
Citizen Participation Plan***

City of Tahlequah CITIZEN PARTICIPATION PLAN

The City of Tahlequah intends to implement a Citizen Participation Program for its CDBG application process to accomplish the following objectives:

A. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper or by posting at City Hall.
2. Adopting a comprehensive CDBG Statement of Needs.
3. Conducting a Special Public Hearing to inform citizens of the proposed 2024 CDBG project and authorizing the mayor to sign a CDBG application in a formal City Council meeting.

B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
2. The range of activities that may be undertaken with those funds.
3. The estimated amount of those funds proposed to be used for activities that will benefit low- and moderate-income persons.
4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Tahlequah in accordance with Section 104(d)(1) and (2) of the Act.
5. The basis on which the City of Tahlequah may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Tahlequah and does not necessarily include providing funding to such groups.
6. This requirement will be accomplished by discussing the CDBG proposal during regular or specially called city council meetings and in one formal public hearing prior to the submittal of the City of Tahlequah 2024 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2024 CDBG process will be maintained in the City hall of Tahlequah by the Clerk and will be available upon request for review by the public. A brief summary of the proposed 2024 CDBG project will be available for public review after the Council/Board of Commissioners has made its final selection.

***Community Development Block Grant (CDBG) 2024
Small Cities Program
Citizen Participation Plan***

C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period that discuss city of Tahlequah accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.

1. This requirement will be met through scheduling a Special Public Hearing to discuss Tahlequah's 2024 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice is required to be given seven (7) working days in advance of this hearing in the Tahlequah Daily Press and by posting at the City Hall. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if city of Tahlequah is funded in the CDBG process.

D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2024 CDBG process. For example: The City of Tahlequah does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in City of Tahlequah's funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The required seven (7) working days' notice for all public meetings and hearings in connection with City of Tahlequah's 2024 CDBG application process is believed by Tahlequah to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Tahlequah will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2024 CDBG process may submit them in writing or in person at the City Hall during regular business hours or may call 918-456-0651. The city of Tahlequah will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the Tahlequah City Council of Commissioners accepts the responsibility for implementing its provisions. The Council/Board of Commissioners further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the CDBG program.

Adopted this ____ day of ____, 20____ by the City Council/Board of Commissioners of

***Community Development Block Grant (CDBG) 2024
Small Cities Program
Citizen Participation Plan***

Chief Elected Official

ATTEST:

Clerk's Signature

Item No. 6g
Meeting Date 6/3/2024
Initiator Taylor Tannehill, City Administrator
Office / Department Administration

Item Title

Discussion and possible action to approve **Resolution 06-03-2024(C)**. A Resolution confirming the commitment to facilitate and administer the **Small Cities Community Development Block Grant (CDBG) 2024**, if awarded. City Administrator Taylor Tannehill

Background

The resolution is a requirement of the grant application. It provides a commitment to facilitate and administer the grant, if awarded.

Exhibits

1. Resolution

Funding Source

N/A

Request

To approve the Resolution.

RESOLUTION NO. 06-03-2024 (C)

WHEREAS Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of Tahlequah is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Tahlequah desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Tahlequah affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Tahlequah is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 3rd day of June, 2024, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Mayor, Suzanne Myers

Date

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____ My commission

expires _____, 20____. Commission No. _____

Clerk Signature