



AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Monday, July 1, 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: 885 6808 5293

Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by **Donna Allen Love Light Christian Center**
- d) Flag Salute
- e) **Public Notice:** A Public Notice of meeting was provided on December 6, 2023, at 4:45p.m. to the OK Secretary of State and an additional notice was provided on **June 18, 2024, at 12:20 p.m.** at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

The public, non-voting elected officials, and City staff may remotely attend this meeting with ZOOM by using the Meeting ID and Passcode above. 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 and individuals will be limited to 3 minutes of speaking time. The 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

These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can designate routine items to be approved by one motion. Any item proposed on the Consent Agenda not meeting with the approval of all Council members will be removed and heard in Regular Session.

- a) Approve the **minutes from the June 3, 2024**, City Council meeting.
- b) Acknowledge receipt of the **May 2024 Financial Statement**.
- c) Acknowledge receipt of the **May 2024 Investment Schedule**.
- d) Acknowledge the receipt of the **June 2024 Check Register**.
- e) Acknowledge receipt of the **June 2024 Purchasing Card Statement**.
- f) Acknowledge the receipt of the **June 2024 Open PO Report**.
- g) Accept the **Tahlequah Hospital Authority** report for June 2024.
- h) Accept the **Tahlequah Area Chamber of Commerce** monthly report for May 2024.
- i) Accept the **TACC-Tour Tahlequah** monthly report for June 2024.
- j) Accept the **Tahlequah Regional Development Authority** report for May 2024.
- k) Accept the **Opioid Abatement Grant** in the amount of \$125,000 and amend the budget accordingly.
- l) Accept the donations from **Cherokee Nation and PetCo Love** in the total amount of **\$13,500.00** and amend the budget accordingly, placing the funds in the **Restricted Donation Account** to be used for the **Animal Shelter/Animal Control Vaccinations Clinic**.
- m) Approve **Airport land lease for Hangar 40** to Steve Kurtz.
- n) Approve **Airport land lease for Hangar 41** to John M. and Janet A. Thompson.
- o) Approve **Firework Show** at Go Ye Village on Tuesday, July 9th at Dusk.
- p) Engage **Eide Bailey, CPA Firm** to conduct the Financial Compilation for the FY 23/24 Audit.
- q) Engage the services of **Robert St. Pierre, C.P.A., P.C.** to complete the Audit for FY2023-2024.
- r) Approve **Lochner** for **5 year on-site engineering services** for Tahlequah Municipal Airport.
- s) Approve a **Lease Agreement** with **DocServices, Inc.** related to the Senior Citizens Building located at 230 E. 1st Street, Tahlequah, OK 74464.

- t) Approve **Resolution No. 07-01-2024(B)**: The City of Tahlequah supports participation in the **2024-2025 Oklahoma Main Street Center** with the specific goal of revitalizing the historic business district using the Main Street 4-Point Approach™ to economic revitalization.
- u) Approve the Mayor's appointment of **Rachel Dallis as Municipal Judge** for the existing term expiring May 1, 2025.
- v) Approve Ray Hammons as **Special Projects Coordinator** at the rate on the approved budget, effective July 1, 2024.
- w) Hire David Wright as **Animal Control Officer** in the Compliance Department at \$15.00 per hour, effective July 1, 2024.
- x) Transfer **Coty Bunch** PT Laborer in the Cemetery Department to FT Laborer/Operator in the Cemetery Department at \$35,020 annually, effective June 24, 2024.
- y) Transfer **Aaron Palmer**, from PT Laborer to FT Laborer, in the Parks and Recreation Department at \$15.00 per hour, effective June 10, 2024.
- z) Hire **James Armer** as a Driver in the Solid Waste Department at \$40,500 annually, effective June 11, 2024.
- aa) Transfer **Jarvis Stroman**, Driver in the Solid Waste Department to a Firefighter in the Fire Department, salary set per the Collective Bargaining Agreement, effective July 1, 2024.
- bb) Hire **Sarah Swayze** as a Firefighter in the Fire Department, salary set per the Collective Bargaining Agreement, effective July 1, 2024.
- cc) Accept the resignation of **Seth Spencer**, Laborer in the Parks and Recreation Department, effective May 31, 2024.
- dd) Accept the resignation of **Michael James**, Laborer in the Cemetery Department, effective June 27, 2024.

5. REGULAR SESSION

- a) Discussion and possible action on **items removed from the consent** agenda.
- b) Discussion and possible action to approve, approve with modifications, or deny **Resolution No. 07-01-2024(A)**, a resolution relating to the incurring of indebtedness by the Trustees of the Tahlequah Public Facilities Authority and waiving competitive bidding with respect thereto; and approving a Note Purchase Agreement, Security Agreement, and other documents as may be necessary or required. Mayor Suzanne Myers and City Treasurer Marty Hainzinger
- c) Discussion and possible action to authorize the Mayor to negotiate and enter into a **Service Level Agreement** between the City of Tahlequah and Cherokee County 911 for delivery of **CAD services**. City Administrator Taylor Tannehill

6. EXECUTIVE SESSION

- a) Discussion related to the City Administrator's evaluation, as provided by 25 O.S. § (B)(1).

7. RETURN FROM EXECUTIVE SESSION

- a) Adjourn.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4a
Meeting Date 7/1/2024
Initiator
Office / Department Administration

Item Title

Approve the **minutes from the June 3, 2024**, City Council meeting.

Background

Exhibits

1. 06.03.2024 Minutes, Unapproved

Funding Source

Request

MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – JUNE 3, 2024 - 5:30 PM
111 Cherokee Ave. Tahlequah, OK 74464

1. MEETING CONVENED

- a. Meeting **called to order** by Mayor Suzanne Myers at 5:35 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
	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 Kendall Collins.

- c. **Invocation:** Tess Courtney
- d. **Flag salute:** Led by Mayor Suzanne Myers

2. PUBLIC INSTRUCTIONS

Access Code: 876 2746 685 **Password:** 4560651

3. PUBLIC COMMENTS

Jim Joliff and Rita Bergman

4. CONSENT AGENDA

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

- 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) **Moved to Regular Session by Councilor Allen**
- 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 & 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.

Vote: Ayes: Highers, Baker, Perry, Allen

Nays: None

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Certificate for Years of Service:

BJ Baker, 10yrs

Michael Gray, 10yrs

Forrest Miller, 10 yrs

Chris Armstrong, 10yrs

Police Living Saving Commendation given to Officer David Trammell by Police Chief Nate King.

6. REGULAR SESSION

- a) o) No action taken on the budgeted purchase of a refurbished Packer/Chassis for cardboard collection in the Solid Waste Department, GL#115658701, in the amount of \$120,000.
- b) Discussion and Open Meeting for proposed 2024-2025 Budget.
- c) Councilor Allen made a motion and Councilor Perry seconded to approve **Resolution No. 06-03-2024**, a resolution approving the City of Tahlequah, Oklahoma budget for Fiscal Year 2024-2025 and establishing budget amendment authority.

Vote: Ayes: Allen, Perry, Baker, Highers

Nays: None

Motion carried

- d) Councilor Allen made a motion and Councilor Perry seconded to authorize the Mayor to negotiate the use of ARPA funds for **transitional housing** in collaboration with Help-in-Crisis.

Vote: Ayes: Allen, Perry, Baker, Highers

Nays: None

Motion carried

- e) Councilor Allen made a motion and Councilor Perry seconded to approve **Resolution No. 06-03-2024(B)**, a resolution changing the zoning from RS-3 to RM-2 at 923 N. Callie Ave.

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

- f) Councilor Perry made a motion and Councilor Highers seconded to adopt the **Citizen Participation Plan** for the City of Tahlequah's application for the **Community Deveopment Block Grant (CDBG) 2024** Small Cities Program.

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

- g) Councilor Highers made a motion and Councilor Allen seconded to approve **Resolution 06-03-2024(C)**, a resolution confirming the commitment to facilitate and administer the **Small Cities Community Development Block Grant 2024**, if awarded.

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

7. Meeting Adjourned at 6:00pm.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4b
Meeting Date	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

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

Background

Regular Monthly Agenda Item.

Exhibits

1. 07.01.2024 AGENDA DIGI NOTICE-Financials

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”

“2024”



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4c
Meeting Date	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

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

Background

Exhibits

1. 07.01.2024 May Investment Schedule

Funding Source

Request

City of Tahlequah Working Fund Investments as of May 31, 2024

BANK	AMOUNT	PERCENTAGE	
Bank Accounts			
Reserve Operating Armstrong	\$2,874,543.73	4.25%	
Streets & Sidewalks Armstrong	\$5,123,502.89	4.25%	
General Fund Sweep Bank First	\$5,840,047.88	4.91%	
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
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
Merchants Coml Bk St Thomas VI	\$128,000.00	4.60%	5/22/2028
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
Toyota FINL Svgs Bk Hend NV	\$150,000.00	4.60%	5/24/2029
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	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

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

Background

Regular Monthly Agenda Item.

Exhibits

1. 07.01.2024 June Check Register

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
06/24	06/04/2024	59181	158601	Cutting Edge Automotive Solutions LLC	110202000	4,783.80- V
06/24	06/03/2024	59232	3140	Cherokee County Treasurer	110202000	6.00
06/24	06/06/2024	59233	389	Accurate Environmental LLC	110202000	275.00
06/24	06/06/2024	59234	500	Adrian Farm Supply LLC	110202000	81.90
06/24	06/06/2024	59235	1330	Assoc Veterinary Clinic	110202000	35.00
06/24	06/06/2024	59236	240	AT&T Mobility II LLC (POLICE)	110202000	1,092.25
06/24	06/06/2024	59237	1350	ATC Freightliner Group	110202000	6,022.53
06/24	06/06/2024	59238	2436	Burton Pools and Spas, LLC	110202000	864.96
06/24	06/06/2024	59239	2795	Chamber of Commerce	110202000	625.00
06/24	06/06/2024	59240	3020	Cherokee County Clerk	110202000	144.00
06/24	06/06/2024	59241	3050	Cherokee County Detention	110202000	2,477.75
06/24	06/06/2024	59242	158587	Cheryl Ann Leeds	110202000	63.50
06/24	06/06/2024	59243	3520	CLEET	110202000	6,269.42
06/24	06/06/2024	59244	157988	Consolidated Communications	110202000	1,170.20
06/24	06/06/2024	59245	158601	Cutting Edge Automotive Solutions LLC	110202000	4,783.80
06/24	06/06/2024	59246	158596	Elijah Spray VT	110202000	200.00
06/24	06/06/2024	59247	6080	Fuelman of Oklahoma or	110202000	4,438.39
06/24	06/06/2024	59248	6840	Guy Engineering Services, Inc.	110202000	2,714.53
06/24	06/06/2024	59249	158459	Hammonds, Hamby, and Price PLLC	110202000	4,291.67
06/24	06/06/2024	59250	7535	Holtz Industries Inc.	110202000	24,816.28
06/24	06/06/2024	59251	158579	Homebase	110202000	18,331.00
06/24	06/06/2024	59252	158273	Johnny Freeze Cream Ice, LLC	110202000	747.50
06/24	06/06/2024	59253	9400	Lake Region Electric	110202000	2,297.28
06/24	06/06/2024	59254	157846	Lake Region Electric-Telecom	110202000	286.82
06/24	06/06/2024	59255	158388	LawnStars Landscaping, LLC	110202000	1,710.00
06/24	06/06/2024	59256	9770	Love Bottling Company	110202000	942.00
06/24	06/06/2024	59257	158383	Macquarie Equipment Capital Inc.	110202000	374.00
06/24	06/06/2024	59258	10580	Mike Palmer	110202000	1,695.20
06/24	06/06/2024	59259	10727	Morgan Towing & Recovery	110202000	4,168.80
06/24	06/06/2024	59260	157829	NOPFA Gas/Utilities	110202000	881.84
06/24	06/06/2024	59261	11570	OK Board of Tests	110202000	310.00
06/24	06/06/2024	59262	12275	Ok Uniform Building Code Com	110202000	96.00
06/24	06/21/2024	59263	12390	OTA	110202000	.00 V
06/24	06/06/2024	59264	12910	Pitney Bowes	110202000	420.99
06/24	06/06/2024	59265	158160	Rachel Dallis	110202000	3,450.00
06/24	06/06/2024	59266	158530	Rhonda Norris RVT	110202000	1,031.16
06/24	06/06/2024	59267	13880	Richard Smith	110202000	2,800.00
06/24	06/06/2024	59268	157870	Sybatech, Inc	110202000	1,750.00
06/24	06/06/2024	59269	15595	System Scale Corp.	110202000	921.18
06/24	06/06/2024	59270	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
06/24	06/06/2024	59271	158472	Tim M Synar	110202000	1,430.00
06/24	06/06/2024	59272	16985	UniFirst Holdings inc	110202000	170.80
06/24	06/06/2024	59273	17510	Waste Management	110202000	29,333.00
06/24	06/07/2024	59274	158805	Larry Barnes	110202000	34.50
06/24	06/14/2024	59282	158197	Air Specialties HVAC	110202000	7,305.00
06/24	06/14/2024	59283	1230	Arkholia Sand & Gravel	110202000	3,445.26
06/24	06/14/2024	59284	158045	Ascentis Corporation (Prior- Novatime)	110202000	808.00
06/24	06/14/2024	59285	158503	Associated Supply Co Inc	110202000	7,911.44
06/24	06/14/2024	59286	225	AT&T (Landline Bills)	110202000	411.68
06/24	06/14/2024	59287	157971	AT&T Mobility II LLC	110202000	1,792.73
06/24	06/14/2024	59288	2415	Bull Tuff Mud Company Ready Mix	110202000	17,691.00
06/24	06/14/2024	59289	2435	Burrow Construction LLC	110202000	704.00
06/24	06/14/2024	59290	158015	Capes Lawn Care	110202000	1,500.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/24	06/14/2024	59291	3010	Cherokee County Board of Comm.	110202000	633.34
06/24	06/14/2024	59292	3380	Cintas Corp #2	110202000	92.87
06/24	06/14/2024	59293	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	187,316.50
06/24	06/14/2024	59294	3820	Conrad Fire Equipment	110202000	3,904.04
06/24	06/14/2024	59295	158573	Crowe & Dunlevy	110202000	3,760.14
06/24	06/14/2024	59296	4240	D & B Rodgers Construction & Sons LLP	110202000	5,106.00
06/24	06/14/2024	59297	158178	Enterprise Fleet Management, Inc.	110202000	31,201.25
06/24	06/14/2024	59298	158436	EPIC Office Solutions	110202000	422.52
06/24	06/14/2024	59299	6080	Fuelman of Oklahoma or	110202000	4,832.02
06/24	06/14/2024	59300	6160	Galls, Inc	110202000	199.29
06/24	06/14/2024	59301	158079	Glidewell Distributing Co, Inc.	110202000	829.42
06/24	06/14/2024	59302	7160	Hearth & Pool Services LLC	110202000	504.00
06/24	06/14/2024	59303	7650	Hutchens Construction Co. (Emery Sapp&So	110202000	3,095.00
06/24	06/14/2024	59304	158273	Johnny Freeze Cream Ice, LLC	110202000	762.50
06/24	06/14/2024	59305	158388	LawnStars Landscaping, LLC	110202000	1,545.00
06/24	06/14/2024	59306	158595	Local Government Testing Consortium, LLC	110202000	995.00
06/24	06/14/2024	59307	10990	NAFECO	110202000	1,835.00
06/24	06/14/2024	59308	11300	Northeast OK Public Facilities	110202000	946.41
06/24	06/14/2024	59309	11740	Ok Dept of Labor	110202000	225.00
06/24	06/14/2024	59310	157851	One Source Water, LLC	110202000	300.57
06/24	06/14/2024	59311	15850	Tahlequah Lumber Co	110202000	1,911.23
06/24	06/14/2024	59312	15908	Tahlequah Public Facilities Auth	110202000	280,974.76
06/24	06/14/2024	59313	16510	Total Pest Control	110202000	165.00
06/24	06/14/2024	59314	16985	UniFirst Holdings Inc	110202000	179.60
06/24	06/14/2024	59315	158022	VIP Voice Services LLC	110202000	2,972.00
06/24	06/14/2024	59316	17420	Walker Companies	110202000	89.00
06/24	06/14/2024	59317	17620	Weldon Truck Parts	110202000	2,748.48
06/24	06/14/2024	59318	17803	William Marvin Johnson LLC	110202000	300.00
06/24	06/21/2024	59319	10580	Mike Palmer	110202000	1,695.20
06/24	06/21/2024	59320	158179	THA Hospitality, LLC	110202000	9,427.43
06/24	06/27/2024	59329	170	A & C Fire Extinguisher, Inc	110202000	999.80
06/24	06/27/2024	59330	215	A T & T	110202000	114.76
06/24	06/27/2024	59331	158608	A+ Pest Guard LLC	110202000	295.00
06/24	06/27/2024	59332	1155	APAC-Central, Inc	110202000	118,010.10
06/24	06/27/2024	59333	1330	Assoc Veterinary Clinic	110202000	35.00
06/24	06/27/2024	59334	246	AT&T Mobility II LLC (FIRE)	110202000	555.52
06/24	06/27/2024	59335	1430	Auto Zone	110202000	171.50
06/24	06/27/2024	59336	157967	B&B Services	110202000	160.00
06/24	06/27/2024	59337	158354	Capital One - Wal-mart Card	110202000	29.94
06/24	06/27/2024	59338	2665	Casco Industries, Inc	110202000	290,637.00
06/24	06/27/2024	59339	2490	CDL Electric Co., Inc.	110202000	1,586.80
06/24	06/27/2024	59340	2794	Chamber of Commerce	110202000	23,521.95
06/24	06/27/2024	59341	3020	Cherokee County Clerk	110202000	38.00
06/24	06/27/2024	59342	158006	Crawford & Associates, P.C.	110202000	55,000.00
06/24	06/27/2024	59343	4470	David Craig	110202000	217.08
06/24	06/27/2024	59344	158596	Elijah Spray VT	110202000	400.00
06/24	06/27/2024	59345	5505	Ergon Asphalt & Emulsions, Inc	110202000	1,374.50
06/24	06/27/2024	59346	6080	Fuelman of Oklahoma or	110202000	7,890.51
06/24	06/27/2024	59347	158418	Generator Supercenter	110202000	473.00
06/24	06/27/2024	59348	158079	Glidewell Distributing Co, Inc.	110202000	4,882.25
06/24	06/27/2024	59349	6740	Greg's Port-A-Potties	110202000	75.00
06/24	06/27/2024	59350	6840	Guy Engineering Services, Inc.	110202000	2,262.39
06/24	06/27/2024	59351	6857	H & H Quality Tires and Auto LLC	110202000	157.72
06/24	06/27/2024	59352	158557	Karen Murphy	110202000	316.24
06/24	06/27/2024	59353	157846	Lake Region Electric-Telecom	110202000	137.88
06/24	06/27/2024	59354	158388	LawnStars Landscaping, LLC	110202000	3,780.00
06/24	06/27/2024	59355	158593	Lori L Gossard	110202000	2,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/24	06/27/2024	59356	9770	Love Bottling Company	110202000	4,218.00
06/24	06/27/2024	59357	158607	Maegen Dawn Dreadfulwater	110202000	1,706.00
06/24	06/27/2024	59358	158350	Mahaney Excavation	110202000	9,450.00
06/24	06/27/2024	59359	10990	NAFECO	110202000	4,222.56
06/24	06/27/2024	59360	11310	Northeastern Glass	110202000	160.00
06/24	06/27/2024	59361	12000	Ok Production Ctr, Inc	110202000	3,966.63
06/24	06/27/2024	59362	12390	OTA	110202000	30.90
06/24	06/27/2024	59363	13085	Pro Lawn & Landscape	110202000	1,598.00
06/24	06/27/2024	59364	158530	Rhonda Norris RVT	110202000	950.00
06/24	06/27/2024	59365	13880	Richard Smith	110202000	1,750.00
06/24	06/27/2024	59366	15085	Southern Tire Mart, LLC	110202000	5,049.24
06/24	06/27/2024	59367	158547	Stryker Sales LLC	110202000	33.75
06/24	06/27/2024	59368	15460	Stuteville Ford of Tahlequah	110202000	169.95
06/24	06/27/2024	59369	15920	TPWA Utilities	110202000	20,789.92
06/24	06/27/2024	59370	158044	Voss Electric Co	110202000	258,620.00
06/24	06/27/2024	59371	17480	Warren CAT	110202000	40,098.00
06/24	06/27/2024	59372	17510	Waste Management	110202000	26,297.23
06/24	06/27/2024	59373	17620	Weldon Truck Parts	110202000	882.48
06/24	06/27/2024	59374	17750	Wight Office Machines	110202000	57.08
06/24	06/03/2024	20240531	158577	WEX Bank	110202000	3,087.21 M
06/24	06/12/2024	20240622	158577	WEX Bank	110202000	4,651.12 M
06/24	06/25/2024	20240625	158577	WEX Bank	110202000	6,417.35 M
Grand Totals:						1,631,635.49



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4e
Meeting Date	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

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

Background

Regular Monthly Agenda Item.

Exhibits

1. 07.01.2024 Jun Statement PCard

Funding Source

Request



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



ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 06-25-2024
AMOUNT DUE \$41,599.84
NEW BALANCE \$41,599.84
PAYMENT DUE ON RECEIPT



000155715 02 SP 106481068924223 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

[REDACTED]

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

CITY OF TAHLEQUAH [REDACTED]	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$49,004.59	\$43,076.41	\$0.00	\$0.00	\$0.00	\$1,476.57	\$49,004.59	\$41,599.84

CORPORATE ACCOUNT ACTIVITY

CITY OF TAHLEQUAH
[REDACTED]

TOTAL CORPORATE ACTIVITY
\$49,004.59 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-31	05-31	74715114152415200000483	PAYMENT-THANK YOU Q	49,004.59 PY

NEW ACTIVITY

RICKY HICKS
[REDACTED]

CREDITS
\$0.00

PURCHASES
\$94.88

CASH ADV
\$0.00

TOTAL ACTIVITY
\$94.88

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-04	06-03	24431054156838001209999	O'REILLY 187 TAHLEQUAH OK	54.92
06-04	06-03	24692164155109945274008	LOWES #01818* TAHLEQUAH OK	39.96

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

[REDACTED]

STATEMENT DATE

06/25/24

DISPUTED AMOUNT

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	49,004.59
PURCHASES & OTHER CHARGES	43,076.41
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	1,476.57
PAYMENTS	49,004.59
ACCOUNT BALANCE	41,599.84

SEND BILLING INQUIRIES TO:

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

AMOUNT DUE

41,599.84



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 1715-1100-0101-0000
Statement Date: 06-25-2024

NEW ACTIVITY**DEXTER K SCOTT**
1715-1100-0101-0000**CREDITS**
\$40.00**PURCHASES**
\$1,830.89**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,790.89

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-03	05-31	245404541521829000026236	CHEROKE COUNTY TAG 918-4532889 OK	85.89
06-03	05-31	24801974152839000010029	H & H AUTO TAHLEQUAH OK	7.50
06-03	05-31	24801974152839000010037	H & H AUTO TAHLEQUAH OK	40.00
06-10	06-07	24431054160838000442058	O'REILLY 187 TAHLEQUAH OK	70.50
06-10	06-07	24801974159839000010022	H & H AUTO TAHLEQUAH OK	42.50
06-10	06-07	24801974159839000010030	H & H AUTO TAHLEQUAH OK	7.50
06-10	06-07	24801974159839000010048	H & H AUTO TAHLEQUAH OK	219.82
06-10	06-07	24801974159839000010055	H & H AUTO TAHLEQUAH OK	62.00
06-12	06-11	24431054164001430365243	O'REILLY 187 TAHLEQUAH OK	16.67
06-12	06-11	24431054164001430365250	O'REILLY 187 TAHLEQUAH OK	364.39
06-12	06-11	24801974163002528339837	H & H AUTO TAHLEQUAH OK	7.50
06-12	06-11	24801974163002528339845	H & H AUTO TAHLEQUAH OK	7.50
06-12	06-11	24801974163002528339852	H & H AUTO TAHLEQUAH OK	119.00
06-13	06-12	74431054165001516357688	O'REILLY 187 TAHLEQUAH OK	40.00 CR
06-14	06-13	24055234165206000000078	JE SYSTEMS INC 479-783-2756 OK	312.00
06-14	06-12	24323004165968045821221	CHOCTAW DURANT RESORT/IN 5809248280 OK	234.06
06-14	06-13	24323004165968132288748	CHOCTAW DURANT RESORT/IN 5809248280 OK	234.06
			10582345809248280 ARRIVAL: 06-12-24	

DARRYL D DECKARD
1715-1100-0101-0000**CREDITS**
\$0.00**PURCHASES**
\$3,482.45**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,482.45

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-27	05-24	24000974145681902519213	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	28.51
05-29	05-28	24692164149104518016018	SQ *COKE REFRIGERATION LL TAHLEQUAH OK	346.18
05-30	05-29	24000974150708503863856	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	14.34
05-30	05-29	24692164150105409763952	LOWES #01818* TAHLEQUAH OK	15.98
05-30	05-29	24906414150201188410997	BLT*VENTCOVERSUNLIMITED 888-6224225 MD	54.00
06-03	05-31	24000974152720302107409	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	144.21
06-10	06-07	24226384159360784981188	WAL-MART #0010 TAHLEQUAH OK	65.90
06-10	06-07	24412954160081088591413	BROKEN ARROW ELECTRIC SU 918-512-3254 OK	480.00
06-10	06-07	24692164159103143041190	LOWES #01818* TAHLEQUAH OK	79.98
06-11	06-10	24801974162002218025481	TAHLEQUAH LUMBER TAHLEQUAH OK	11.48
06-11	06-10	24915074163207694000020	COMM POWER SOLUTIONS 918-376-9130 OK	1,251.45
06-13	06-12	24270744164900018522143	ADAMS HEAT AIR LLC 918-4561429 OK	211.15
06-13	06-12	24412954164001502000037	TRUCK 1104 BATTERY 800-828-1629 MO	731.44
06-14	06-13	24431054166001602353330	O'REILLY 187 TAHLEQUAH OK	10.26
06-14	06-13	24692164165108187719850	LOWES #01818* TAHLEQUAH OK	14.94
06-17	06-14	24137464166300867144485	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	22.63

BRAD HALE
1715-1100-0101-0000**CREDITS**
\$0.00**PURCHASES**
\$855.28**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$855.28

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-30	05-29	24011344150000040166586	SP 490 CREATIONS 191-82892706 OK	30.00
05-30	05-29	24421144150900018300026	SAND TECH SCREENING LLC TAHLEQUAH OK	93.38
06-06	06-05	246921641571101527426393	LOWES #01818* TAHLEQUAH OK	630.40
06-10	06-08	24445004161400274996786	WM SUPERCENTER #10 TAHLEQUAH OK	29.89
06-12	06-11	24692164163106693756400	LOWES #01818* TAHLEQUAH OK	44.20
06-17	06-14	24226384167360826718945	WAL-MART #0010 TAHLEQUAH OK	27.41



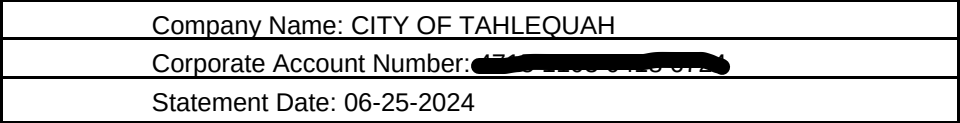
Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 06-25-2024

NEW ACTIVITY					
TIFFANY D SIEN [REDACTED]		CREDITS \$0.00	PURCHASES \$1,595.57	CASH ADV \$0.00	TOTAL ACTIVITY \$1,595.57
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-31	05-30	24445004151300635838325	FSP*HEARTH AND POOL TAHLEQUAH OK		648.00
06-03	05-31	24445004153400259599886	WM SUPERCENTER #10 TAHLEQUAH OK		208.58
06-03	05-31	24445004153400259599969	WM SUPERCENTER #10 TAHLEQUAH OK		376.92
06-03	05-31	24692164152107287287235	LOWES #01818* TAHLEQUAH OK		77.90
06-04	06-04	24692164156100091156320	AMZN MKTP US*NX3JB5K13 AMZN.COM/BILL WA		148.99
06-05	06-05	24011344157000021352141	AMAZON MAR* 111-731687 HTTPSAMAZON.C WA		102.38
06-07	06-06	24431064158200000000019	NSU COPY ZONE TAHLUQUAH OK		32.80
ROCKIE S NEUGIN [REDACTED]		CREDITS \$0.00	PURCHASES \$1,125.86	CASH ADV \$0.00	TOTAL ACTIVITY \$1,125.86
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-30	05-29	24137464150300790739763	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK		42.75
06-03	05-31	24137464152300876543384	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK		118.16
06-03	05-31	24801974152400151000515	TAHLEQUAH LUMBER TAHLEQUAH OK		911.96
06-10	06-07	24733094160000302159317	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK		52.99
JOHN N KING [REDACTED]		CREDITS \$0.00	PURCHASES \$269.92	CASH ADV \$0.00	TOTAL ACTIVITY \$269.92
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-07	06-06	24011344158000057058850	AMAZON RET* 111-979402 WWW.AMAZON.CO WA		40.14
06-07	06-06	24692164158102290705475	AMZN MKTP US*F86FM9MS3 AMZN.COM/BILL WA		229.78
ERIC LAMONS [REDACTED]		CREDITS \$0.00	PURCHASES \$3,378.46	CASH ADV \$0.00	TOTAL ACTIVITY \$3,378.46
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-29	05-28	24193044150000016082110	WELDON PARTS MUSKOGEE MUSKOGEE OK		395.40
05-29	05-29	24801974150091509000067	MORGAN TOWING & RECOVERY 918-990-2822 OK		1,422.00
05-31	05-30	24421144151900018400049	SAND TECH SCREENING LLC 918-4580312 OK		543.03
06-03	05-30	24034544152006841572969	CHRISS QUICK LUBE LLC TAHLEQUAH OK		88.10
06-12	06-11	24275394163900013837454	ASCO TULSA 806-7452000 OK		465.00
06-12	06-11	24453884164005582202693	RIVER CITY HYDRAULICS 501-7492218 AR		195.50
06-14	06-13	24137464165300804713831	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK		89.43
06-14	06-13	24493984166286450900034	RUSH TRK CTR TULSA 855-787-4223 OK		180.00
BRIAN F SPEAKE [REDACTED]		CREDITS \$0.00	PURCHASES \$2,765.90	CASH ADV \$0.00	TOTAL ACTIVITY \$2,765.90



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 4715-1162-0000
Statement Date: 06-25-2024

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-29	05-28	24421144149900018200014	SAND TECH SCREENING LLC TAHLEQUAH OK	326.71	
05-30	05-29	24692164150105490520725	LOWES #01818* TAHLEQUAH OK	341.66	
06-10	06-07	24692164159103227101167	SQ *THE CRAFT ADDICT TAHLEQUAH OK	2,000.00	
06-11	06-10	24421144162900018900060	SAND TECH SCREENING LLC TAHLEQUAH OK	97.53	
RICK DYE		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$977.69	\$2,304.64	\$0.00	\$1,326.95
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-31	05-30	24941664151838000010012	DAVIS OIL CO., INC. TAHLEQUAH OK	1,955.38	
06-03	05-31	74941664152838000010016	DAVIS OIL CO., INC. TAHLEQUAH OK	977.69	CR
06-07	06-06	24137464158300802485266	FASTENAL COMPANY 01OKTAH TAHLEQUAH OK	49.26	
06-13	06-12	24137464164300776548844	SOUTHERN TIRE MART #350 601-424-3200 OK	300.00	
WHITNEY G SHAW		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$40.59	\$147.58	\$0.00	\$106.99
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-14	06-13	24801974166690759601326	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	95.00	
06-17	06-16	24692164168100858326518	AMAZON MKTPL*AD0DL3F13 AMZN.COM/BILL WA	52.58	
06-18	06-18	74692164170101863875516	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	40.59	CR
MANDY D KING		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$480.00	\$0.00	\$480.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-11	06-10	24270744162900013800017	TAHLEQUAH PRINTING 918-4585511 OK	480.00	
CASEY D BAKER		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,653.81	\$0.00	\$1,653.81
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
05-27	05-23	24247604145500820452669	ACTIVE911 INC 541-223-7992 OR	9.41	
05-29	05-28	24692164149104722504221	IN *OKLAHOMA STATE FIREFI 405-4241452 OK	300.00	
06-04	06-03	24421144155900018500034	SAND TECH SCREENING LLC TAHLEQUAH OK	171.19	
06-07	06-06	24431064158083708379210	AMAZON.COM*B46QU9IV3 SEATTLE WA	396.90	
06-07	06-06	24692164158101935524069	AMZN MKTP US*OZ7AY1ZS3 AMZN.COM/BILL WA	14.99	
06-11	06-10	24421144162900018900078	SAND TECH SCREENING LLC TAHLEQUAH OK	761.32	
VICKY E GREEN		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,649.19	\$0.00	\$1,649.19

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Company Name: CITY OF TAHLEQUAH
Corporate Account Number: 1715-1188-8-113-0101
Statement Date: 06-25-2024

NEW ACTIVITY					
ELLIOT REIF		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$2,080.85	\$0.00	\$2,080.85
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-30	05-29	24744004150900016996557	TAHLEQUAH DAILY PRESS 918-4568833 OK		400.00
05-31	05-30	24270744151058371781528	OKLAHOMA MUNICIPAL LEAG OKLAHOMA CITY OK		28.75
05-31	05-30	24692164151106490437463	AMZN MKTP US*W076Y5F63 AMZN.COM/BILL WA		9.48
05-31	05-31	24692164152106655501805	AMZN MKTP US*P223N31P3 AMZN.COM/BILL WA		22.99
06-03	06-01	24692164153107711934252	AMZN MKTP US*AA5SQ9OX3 AMZN.COM/BILL WA		125.44
06-03	05-31	24750764152900012964466	SECURITY ALARMS COMPANY 918-6835600 OK		300.00
06-04	06-04	24692164156100080685891	AMZN MKTP US*X65W45TG3 AMZN.COM/BILL WA		59.95
06-05	06-04	24692164156100667331141	AMZN MKTP US*TD4563NA3 AMZN.COM/BILL WA		109.99
06-05	06-04	24744004156900017397999	TAHLEQUAH DAILY PRESS 918-4568833 OK		35.90
06-12	06-11	24431064164002334949990	OK DEPARTMENT OF ENVIRO OKLAHOMA CITY OK		748.11
06-12	06-11	24733094164000409520615	OK.GOV RETAIL OKLAHOMA CITY OK		18.88
06-14	06-14	24692164166108524840236	AMZN MKTP US*UU8N48ZZ3 AMZN.COM/BILL WA		46.70
06-17	06-16	24011344168000009845865	AMAZON MAR* 111-806023 HTTPSAMAZON.C WA		144.66
06-18	06-17	24270744169058690368627	OKLAHOMA MUNICIPAL LEAG OKLAHOMA CITY OK		30.00
SEAN VALDEZ		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$874.91	\$0.00	\$874.91
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-14	06-13	24692164166108461225797	STUTEVILLE FORD TAHLEQUAH OK		819.93
06-19	06-18	24692164170102513294467	LOWES #01818* TAHLEQUAH OK		54.98
LARRY P BLACKMAN		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$422.00	\$0.00	\$422.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-03	05-31	24431054152200000000107	DAVID'S DISC T HASKELL OK		422.00
JOHN W SUTTON		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$657.86	\$0.00	\$657.86
Post Date	Tran Date	Reference Number	Transaction Description		Amount
05-30	05-29	24000974150709600044002	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK		112.89
05-30	05-29	24000974150709600044010	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK		40.36
05-30	05-29	24137464151001608744677	TRACTOR SUPPLY #1173 TAHLEQUAH OK		165.97
05-31	05-30	24707804151027019119412	FARMERS CO-OP TAHLEQUAH OK		92.00
06-03	05-30	24733094152091493000360	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK		179.87
06-07	06-06	24055224158207509700051	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK		23.20
06-13	06-12	24055224164207509200054	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK		43.57
WILLIAM HARRIS		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$369.30	\$839.51	\$0.00	\$470.21



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 06-25-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-29	05-28	24801974149400155000640	TAHLEQUAH LUMBER TAHLEQUAH OK	126.81
05-30	05-29	24326884151042000070766	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	29.03
05-30	05-29	24540454150190200019597	CHEROKE COUNTY TAG 918-4532889 OK	29.65
06-11	06-10	24326884163000071499336	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	359.30
06-13	06-12	74326884165000108427451	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	359.30 CR
06-14	06-13	74431054166001602353343	O'REILLY 187 TAHLEQUAH OK	10.00 CR
06-14	06-13	24431054166001602353355	O'REILLY 187 TAHLEQUAH OK	294.72

BRIAN L LAMBERT [REDACTED]	CREDITS \$0.00	PURCHASES \$555.56	CASH ADV \$0.00	TOTAL ACTIVITY \$555.56
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-31	05-30	24692164151106254705907	LOWES #01818* TAHLEQUAH OK	54.08
06-13	06-12	24055224164207509200039	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	176.48
06-13	06-12	24707804164027017814225	FARMERS CO-OP TAHLEQUAH OK	325.00

CHRIS L ARMSTRONG [REDACTED]	CREDITS \$0.00	PURCHASES \$5,892.34	CASH ADV \$0.00	TOTAL ACTIVITY \$5,892.34
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-27	05-24	24231684146400042085257	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	329.97
05-29	05-28	24421144149900018200030	SAND TECH SCREENING LLC TAHLEQUAH OK	1,248.63
05-29	05-28	24755424149261498132595	POWER TRAIN INC TULSA OK	317.22
05-31	05-30	24231684152400042096826	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	964.76
05-31	05-30	24755424152731520722401	KNL HOLDINGS 870-2367753 AR	1,514.93
06-07	06-06	24421144158900018800076	SAND TECH SCREENING LLC 918-4580312 OK	1,516.83

VICKI JOHNSON [REDACTED]	CREDITS \$0.00	PURCHASES \$1,506.27	CASH ADV \$0.00	TOTAL ACTIVITY \$1,506.27
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-27	05-24	24431054146838001620727	O'REILLY 187 TAHLEQUAH OK	27.79
06-03	05-31	24326884153042000032525	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	143.28
06-03	05-31	24707804152027020165684	FARMERS CO-OP TAHLEQUAH OK	860.00
06-03	05-31	24915074153400449000013	THE LAWN MOWER SHOP TAHLEQUAH OK	267.98
06-06	06-05	24412954157006000012565	TRUCK 1104 BATTERY 800-828-1629 MO	207.22

JOE ENLOW JR [REDACTED]	CREDITS \$48.99	PURCHASES \$250.58	CASH ADV \$0.00	TOTAL ACTIVITY \$201.59
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-30	05-29	24231684151400010751551	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	9.99
05-30	05-29	24692164150105558362101	SQ *COKE REFRIGERATION LL TAHLEQUAH OK	173.83
06-11	06-10	24431054163001343303605	O'REILLY 187 TAHLEQUAH OK	54.78



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 06-25-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-11	06-10	24692164162105771569090	LOWES #01818* TAHLEQUAH OK	11.98
06-14	06-13	74431054166001602353368	O'REILLY 187 TAHLEQUAH OK	48.99 CR

MARK WHITTMORE [REDACTED]	CREDITS \$0.00	PURCHASES \$4,421.61	CASH ADV \$0.00	TOTAL ACTIVITY \$4,421.61
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-11	06-10	24431064163636000032101	PTG OF TULSA TULSA OK	437.39
06-11	06-10	24493984163207106100103	RUSH TRK CTR TULSA TULSA OK	484.90
06-12	06-11	24412954163612661869672	CONRAD FIRE EQUIPMENT 913-780-5521 KS	909.10
06-12	06-11	24412954163612661872239	CONRAD FIRE EQUIPMENT 913-780-5521 KS	193.63
06-12	06-11	24412954163612661878863	CONRAD FIRE EQUIPMENT 913-780-5521 KS	395.43
06-12	06-11	24412954163612661880273	CONRAD FIRE EQUIPMENT 913-780-5521 KS	64.40
06-12	06-11	24412954163612661881453	CONRAD FIRE EQUIPMENT 913-780-5521 KS	221.15
06-14	06-14	24377354166000003954944	NAFECO INTERNET 256-3537100 AL	834.75
06-14	06-14	24377354166000003954977	NAFECO INTERNET 256-3537100 AL	858.00
06-14	06-13	24445004166400249834190	WM SUPERCENTER #10 TAHLEQUAH OK	22.86



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4f
Meeting Date 7/1/2024
Initiator _____
Office / Department Finance

Item Title

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

Background

Exhibits

1. 07.01.2024 June Open PO Report

Funding Source

Request

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 06/24

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
85654	Third Generation Electrical, Inc.	157919	499993	02/15/2024	5,890.00	.00	.00	5,890.00	No
86000	Northeastern Glass	11310	500316	06/12/2024	687.40	.00	.00	687.40	No
Total AIRPORT:					16,577.40	.00	.00	16,577.40	
CEMETERY									
84934	Richard Smith	13880	499312	07/10/2023	35,000.00	25,200.00	.00	9,800.00	No
85152	One Source Water, LLC	157851	499523	08/28/2023	500.00	249.66	.00	250.34	No
85956	BancFirst	1650	500276	05/29/2024	1,500.00	.00	.00	1,500.00	No
Total CEMETERY:					37,000.00	25,449.66	.00	11,550.34	
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
86003	Assoc Veterinary Clinic	1330	500319	06/13/2024	35.00	.00	.00	35.00	No
86008	B&B Services	157967	500324	06/17/2024	100.00	.00	.00	100.00	No
Total Compliance:					10,205.00	.00	.00	10,205.00	
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
85967	CDL Electric Co., Inc.	2490	500287	05/31/2024	5,000.00	.00	.00	5,000.00	No
Total EMERGENCY MANAGEMENT:					5,784.05	.00	.00	5,784.05	
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	33.75	.00	2,666.25	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	374.45	.00	125.55	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	9,535.00	172.00	.00	9,363.00	No
85976	NAFECO	10990	500296	06/04/2024	50,050.00	.00	.00	50,050.00	No
85976	NAFECO	10990	500296	06/04/2024	14,148.22	.00	.00	14,148.22	No
85988	Muskogee Communications, Inc	10830	500306	06/07/2024	7,500.00	.00	.00	7,500.00	No
86015	Stuteville Ford of Tahlequah	15460	500331	06/18/2024	200.00	.00	.00	200.00	No
86017	H & H Quality Tires and Auto LLC	6857	500333	06/20/2024	162.67	.00	.00	162.67	No
86023	AT&T Mobility II LLC (FIRE)	246		06/24/2024	555.52	.00	.00	555.52	No
Total FIRE:					98,232.41	580.20	.00	97,652.21	
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

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 06/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
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
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
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
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	178.00	.00	242.00	No
85481	Northwest Fire Protection, Inc.	158372	499832	12/19/2023	255.00	.00	.00	255.00	No
85582	Applied Concepts, Inc.	1186	499921	01/30/2024	14,800.00	.00	.00	14,800.00	No
85678	GT Distributors - Austin	6825	500016	02/23/2024	1,972.84	1,707.05	.00	265.79	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
85912	Cintas Corp #2	3380	500235	05/15/2024	300.00	92.87	.00	207.13	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
85974	Cherokee County Detention	3050	500294	06/04/2024	1,500.00	.00	.00	1,500.00	No
86014	A+ Pest Guard LLC	158606	500330	06/18/2024	65.00	.00	.00	65.00	No
Total LAW ENFORCEMENT:					42,437.48	5,475.76	.00	36,961.72	
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
Total LIBRARY:					5,477.96	4,116.81	.00	1,361.15	
MAINTENANCE									
85556	UniFirst Holdings Inc	16985	499903	01/17/2024	1,282.50	1,205.00	.00	77.50	No
85777	BancFirst	1650	500107	03/26/2024	10,000.00	.00	.00	10,000.00	No
Total MAINTENANCE:					11,282.50	1,205.00	.00	10,077.50	
MANAGERIAL									
84887	Ok Municipal Assurance Group	11920	499263	07/05/2023	60,883.50	49,869.00	.00	11,014.50	No
84927	Ok Production Ctr, Inc	12000	499305	07/10/2023	27,600.00	25,300.00	.00	2,300.00	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
84954	Your Health, LLC	158277	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
85050	Cook Construction	3880	499425	08/03/2023	187,714.00	176,822.55	.00	10,891.45	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 06/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
85179	Hammonds, Hamby, and Price PL	158459	499544	09/06/2023	46,208.33	42,916.70	.00	3,291.63	No
85264	31 Dynaminc Group	158499	499626	09/28/2023	7,828.56	5,871.42	.00	1,957.14	No
85317	Arlidge & 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
85472	On Call Services and Rentals, LL	158324	499823	12/14/2023	1,080.00	540.00	.00	540.00	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	10,125.00	.00	3,075.00	No
85623	One Source Water, LLC	157851	499964	02/08/2024	500.00	287.59	.00	212.41	No
85642	Homebase	158579	499981	02/13/2024	8,200.00	.00	.00	8,200.00	No
85735	Arkholia 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
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
85913	Crowe & Dunlevy	158573	500236	05/15/2024	15,000.00	8,200.14	.00	6,799.86	No
85972	Tim M Synar	158472	500291	06/03/2024	2,075.00	.00	.00	2,075.00	No
85989	Rhonda Norris RVT	158530	500307	06/07/2024	350.00	.00	.00	350.00	No
86006	Pitney Bowes	12910	500322	06/14/2024	170.99	.00	.00	170.99	No
86010	APAC-Central, Inc	1155	500326	06/18/2024	232,200.00	118,010.10	.00	114,189.90	No
86025	Warren CAT	17480	500339	06/24/2024	6,648.00	.00	.00	6,648.00	No
Total MANAGERIAL:					2,137,672.	1,079,429.02	.00	1,058,243.50	

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
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	24,200.00	8,704.08	12,503.70	2,992.22	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	360.00	222.53	.00	137.47	No
85182	Northeast OK Public Facilities	11300	499547	09/06/2023	220.00	30.38	.00	189.62	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	31.25	.00	28.75	No
85519	OTA	12390	499867	01/04/2024	120.00	32.70	.00	87.30	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	48.65	.00	71.35	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	544.70	.00	108.94	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	653.64	544.70	.00	108.94	No
85560	Lake Region Electric-Telecom	157846		01/18/2024	413.64	344.70	.00	68.94	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	594.00	144.00	.00	450.00	No
85592	Cherokee County Clerk	3020	499937	02/01/2024	800.00	262.00	.00	538.00	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	2,409.25	.00	590.75	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	18,000.00	15,117.69	.00	2,882.31	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	10,620.17	.00	7,379.83	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	500.00	320.45	.00	179.55	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	1,200.00	1,010.50	.00	189.50	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	210.96	.00	189.04	No
85822	Fuelman of Oklahoma or	6080	500151	04/09/2024	400.00	206.35	.00	193.65	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 06/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
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	837.99	.00	362.01	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	200.00	25.18	.00	174.82	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	5,246.36	2,662.52	.00	2,583.84	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	40,000.00	21,008.16	.00	18,991.84	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	4,466.32	2,266.66	.00	2,199.66	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	2,586.70	1,312.75	.00	1,273.95	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	5,246.36	1,495.28	.00	3,751.08	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	2,800.00	1,426.66	.00	1,373.34	No
86002	Enterprise Fleet Management, Inc	158178	500318	06/13/2024	2,058.44	1,029.22	.00	1,029.22	No
Total Multi-Departmental:					136,124.10	74,368.43	12,503.70	49,251.97	
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									
84922	Mike Palmer	10580	499300	07/06/2023	40,685.00	38,989.60	.00	1,695.40	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
85776	Cheryl Ann Leeds	158587	500106	03/26/2024	910.00	284.75	.00	625.25	No
85864	BancFirst	1650	500191	04/26/2024	10,000.00	.00	.00	10,000.00	No
85948	LawnStars Landscaping, LLC	158388	500268	05/28/2024	7,560.00	3,435.00	.00	4,125.00	No
86004	One Source Water, LLC	157851	500320	06/13/2024	200.00	34.95	.00	165.05	No
86021	Johnny Freeze Cream Ice, LLC	158273	500336	06/24/2024	750.00	.00	.00	750.00	No
86026	Ryadd LLC	158518	500340	06/25/2024	1,974.00	.00	.00	1,974.00	No
Total PARKS & RECREATION:					76,399.00	42,744.30	.00	33,654.70	
SOLID WASTE SERVICES									
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	323.71	616.29	60.00	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	1,379.11	.00	158.39	No
85715	Muskogee Communications, Inc	10830	500049	03/07/2024	9,657.00	.00	.00	9,657.00	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	14,155.68	.00	5,844.32	No
85986	Dickson Equipment Co. Inc.	158237	500304	06/06/2024	15,142.00	.00	.00	15,142.00	No
85987	ATC Freightliner Group	1350	500305	06/06/2024	7,266.02	.00	.00	7,266.02	No
86005	Southern Tire Mart, LLC	15085	500321	06/14/2024	5,049.24	.00	.00	5,049.24	No
86009	Davis Oil Co, Inc	4530	500325	06/17/2024	790.25	.00	.00	790.25	No
86019	Waste Management	17510	500335	06/21/2024	60,000.00	26,297.23	.00	33,702.77	No
86027	Weldon Truck Parts	17620	500341	06/25/2024	604.50	.00	.00	604.50	No
Total SOLID WASTE SERVICES:					613,668.51	42,155.73	616.29	570,896.49	
STORMWATER MANAGEMENT FUND									
85312	Accurate Environmental LLC	389	499670	10/16/2023	2,750.00	2,200.00	.00	550.00	No
85411	BancFirst	1650	499769	11/21/2023	5,000.00	.00	.00	5,000.00	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 06/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total STORMWATER MANAGEMENT FUND:					7,750.00	2,200.00	.00	5,550.00	
STREET									
85947	BancFirst	1650	500267	05/28/2024	5,000.00	.00	.00	5,000.00	No
Total STREET:					5,000.00	.00	.00	5,000.00	
STREET & ALLEY FUND									
85922	Bull Tuff Mud Company Ready Mi	2415	500244	05/16/2024	4,230.00	952.00	.00	3,278.00	No
Total STREET & ALLEY FUND:					4,230.00	952.00	.00	3,278.00	
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	2,292.54	.00	2,732.46	No
84995	Guy Engineering Services, Inc.	6840	499372	07/19/2023	24,185.00	6,389.55	.00	17,795.45	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	3880	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	361,567.60	.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
85945	Warren CAT	17480	500265	05/28/2024	36,790.00	.00	.00	36,790.00	No
86022	Ergon Asphalt & Emulsions, Inc	5505	500337	06/24/2024	1,658.48	1,374.50	.00	283.98	No
86024	Maegen Dawn Dreadfulwater	158607	500338	06/24/2024	1,706.00	.00	.00	1,706.00	No
Total STREETS & SIDEWALKS:					1,961,027.	1,284,573.44	.00	676,454.37	
Grand Totals:					5,487,388.	2,828,408.93	13,119.99	2,645,859.82	



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4g
Meeting Date	7/1/2024
Initiator	Stephen Highers, Councilman Ward 3
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the **Tahlequah Hospital Authority** report for June 2024.

Background

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

Exhibits

1. 07.01.2024 THA Report June 24

Funding Source

N/A

Request

Accept the Tahlequah Hospital Authority report for June 2024.

MEMORANDUM

DATE: JUNE 10, 2024

TO: THA BOARD OF TRUSTEES AND MEDICAL STAFF

FROM: JIM BERRY; HOSPITAL CEO 

RE: HOSPITAL MONTHLY REPORT – JUNE 2024

I. PEOPLE

A. MEDICAL STAFF

1. Recruitment
 - a. Taboh Sieni, M.D. – Hospitalist – Dr. Sieni will visit Tahlequah on June 16-17 in view of an employment opportunity as a Hospitalist. He will finish Internal Medicine Residency in Indiana this month and is looking to practice in Oklahoma or Texas, close to his family.
 - b. Talayna Leonard, D.O. – Pain Management / Family Medicine – Dr. Leonard is a current Family Resident with the Choctaw Nation at Talihina. She has been rotating with Dr. Jack Weaver and has a keen interest in procedures, such as pain injections. Her graduation from Residency will be October of 2025.
2. Renewal
 - a. Brent Rotton, D.O. – General Surgery – Dr. Rotton agreed to a 7 year Employment Agreement.
3. Recognition
 - a. Creticus Marak, M.D. – Pulmonology Critical Care – Dr. Marak became a United States Citizen as he completed the Naturalization Process and took his Oath of Allegiance.

B. HOSPITAL STAFF

1. Recruitment
 - a. Leadership
 1. Marcela Mojica has been appointed as the Director of Cardiology & Sleep - Marcela holds a Bachelor's degree in Healthcare Administration and has more than seven years of experience in Cardiology operations. Throughout her career, Marcela has demonstrated a strong commitment to improving patient outcomes and enhancing the efficiency of cardiology services. Her leadership skills and innovative approach will be instrumental in driving the growth and success of our Cardiology and Sleep departments. As the CHP/Heart Center dissolves, Marcela will begin her transition as the Director.
 2. Michelle Marshall, RN has accepted the Senior Director position. She will direct the staff and patient care for CVICU, MICU, and Telemetry. Additionally, Michelle will assume the Stroke Coordinator duties. She is a solid nurse with significant leadership skills and comes to NHS from OSUMC where she was the Stroke Coordinator. Michelle will start later this month.
 3. Callie Hancock has returned to NHS as the Director of Marketing & Volunteer Services. She has been teaching Tahlequah Middle School students Drama and Theatre. Callie brings her creativity, energy, and people skills to the hospital as well as social media skills. She started June 3rd.

- b. May Contacts
 - 30 via Indeed; 4 RNs responded back
 - 215 via email/phone/text
 - 10 Previous RN Applicants
 - 24 New Hires
 - c. Recruitment Visits – ICTC Career Fairs at Stilwell, Sallisaw, and Tahlequah Campuses as well as NEO A&M Nursing Visits
 - d. Contract Count - 7 Agency and 8 Internal Contracts
2. Retention
- a. National Hospital Week – May 12 – 18
 - 1. Events – NHS employees were served a full week of meals and desserts in gratitude for their hard work and care of patients. The highlight was the Family Picnic at the NSU FIT. Estimates of four hundred employees and their families were fed, engaged in fellowship, and participated in picnic games and activities.
 - 2. Annual Awards
 - i. Rookie of the Year (Employee vote) – Travis Coghlan – Environmental Services
 - ii. Employee of the Year (Employee vote) – Mark Jansen – Culinary & Nutrition Services
 - iii. Department of the Year (Admin Selection) – Security
 - iv. Director of the Year (Admin Selection) – Cheri Oglesbee, RN – Infection Control
 - 3. The Employee Engagement Committee sponsored a silent gift basket auction that raised more than \$600 during Hospital Week. The event participation was voluntary. Departments and individuals purchased items; assembled their basket; and donated to the auction. The committee will meet this week to decide how to best utilize the funds that were raised.
 - b. 30/30 Walking Challenge – The NHS Wellness Committee presented its second annual Walking Challenge for the month of June, which challenges employees to walk 30 miles in 30 days. Anyone that participates can submit their tracker to be placed in a drawing for prizes. Last year, 36 employees participated. The deadline to submit mileage is July 7th.
3. Recognition
- a. June Employee of the Month – Paige Hill, Pharmacy

“Paige is our Purchasing Coordinator for Pharmacy. She is also the buyer for our outlying facilities. She is relentless when it comes to getting the most for our money. She not only is responsible for getting the best price possible for our meds, she is involved in several other areas of the hospital, helping with billing and reimbursement and most recently was instrumental in resolving a scanning issue that had been contributing to revenue loss. Paige is a wealth of knowledge when it comes to 340B guidelines and pricing. She may not be directly involved with patient care, but she truly cares about our hospital and is always doing what it takes to get the job done. She is still a licensed pharmacy tech and step ups when necessary to help our pharmacy run smoothly (in between her duties as purchaser). She is always behind the scenes making things work and she should be recognized for a job well done.”
 - b. June Rookie of the Month – Autumn Thomas, CCU

“Autumn is a valuable asset to CCU. She jumps in and helps with whatever is needed. She’s always willing to learn and assist with new things. She is a fulltime student and shows up on time every day ready to work. CCU may just be a stepping stone in her journey, but we are fortunate to have her for the time she is here. Without a doubt she will go far in life and accomplish her goals.”

- c. After 26 years of service, Darlene Foreman, Director of Patient Financial Services, retired from the Oklahoma Air National Guard where she held the position of Master Sergeant.

II. QUALITY & SAFETY

A. QUALITY IMPROVEMENT

1. Emergency Preparedness – Cyber Security Training – Information Technology and Security, along with appropriate staff, participated in a tabletop drill themed around a cyber-attack on the hospital. The training revealed weaknesses in our plan and response. Modifications have been made.

B. PI PROJECT HIGHLIGHTS

1. TMG Annual Wellness Visits – Medicare encourages beneficiaries to complete an AWPV to gather information about the patient including medical and family history, health risks, and specific vital signs with the expressed purpose to review the patient's wellness and develop a personalized prevention plan. TMG would like to increase the number of AWPV's performed year over year. For calendar year 2023, TMG performed 424 AWPV's. Through April 2024, 333 AWPV's have been performed.
2. Blood Culture Contamination – The venipuncture diversion device described in my December Board Report has been deployed. For some time about 4 to 5% of blood cultures collected in the hospital were contaminated delaying treatment and increasing length of stay. NHS deployed the device in April and our contamination rate fell to 1.7%. This is very encouraging

III. SERVICE

A. PROJECTS

1. Plant Operations and Construction
 - a. Receiving bids for roof updates
 - b. Reviewing drawings for Dialysis location
 - c. Repairing concrete around compactor

III. FINANCE

- A. Rural Wage Floor Project – OHA has engaged Qualitis in a project to increase the Medicare Rural Wage Floor for Oklahoma. The project entails a series of classification changes by several urban and rural hospitals that will result in an estimated \$100 to \$114 million in additional revenue from Medicare of which \$2.1 million is estimated for NHS – Tahlequah. OHA has targeted federal fiscal year 2025 for the change therefore the increased Medicare reimbursement could begin October 1, 2024. Integris must file to be a SECTION 401 Rural Hospital/RRC, completed. Mercy Ada & Ardmore, OSU Medical Center, OU Medical Center, and St. John Medical Center must withdrawal reclassification with MGCRB by June 16th. NHS – Tahlequah doesn't have to change any classifications with CMS.

IV. GROWTH

A. MEDIA(5/12-6/9)

1. Facebook: People reached 5,336 Post engagements 1,930
 Safe Sitter flyer- 1,388 views; posted 6/7
 Blood Drive Flyer June 24th & 25th –903 views; posted 6/7
 Job Posting Respiratory Therapist- 744 views; posted 6/6
 Resident Clinic flyer- 2,587 views; posted 5/17
2. Wix: Site sessions 7,325
 Top traffic site google 4,195
 Direct 1,737



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4h
Meeting Date	7/1/2024
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 May 2024.

Background

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

Exhibits

1. May TACC President's Report

Funding Source

N/A

Request

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

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 period wrapped up on May 31st and new sales opened on June 3rd. The campaign will close on July 12th; have had a strong campaign to this point and members are very supportive.
3. Annual Membership Packets ready and are being delivered!
4. New Board Members start on July 1st, Austin and Kelsea are filling vacancies, so they are good now! Officers up for discussion at the June 25th meeting. Governance and Leadership Tahlequah Chairs on the next agenda appointed by Chair and approved by Board.
5. Exec team has gone through proposals for HR Services for the Chamber and has one available for the Board to consider and possibly approve; they will have an audit of the existing by-laws and policies and make recommendations as well as support governance committee as they also suggest changes.
6. Audit Task Force selected a new firm to complete the audit and is up for approval at the June 25th meeting.
7. Tourism Director interviews are set to begin the week of June 24th; decision to be made by mid-July and new person to begin first of August.
8. Completing some repair quotes for the Chamber; roof and HVAC are highest priorities currently.
9. TYPE – The decision on the Tahlequah Young Professionals and Entrepreneurs program has been made to cut the program starting with the upcoming fiscal year. This program has been tried in the past and we tried to revive it but did not have the response we had hoped for. Budget implications are minimal with this program as it was operating as mostly a break-even program.
10. Team has looked at the Strategic Plan docs and are in the process of updating and continuing to move toward completion. At the next Board meeting (July 23rd) we will have it available for those who have questions! The next strategic planning session will be in early 2025 as we try to meet every 2 years for a new plan.

Upcoming Events

1. TYPE – June 25th at Kroner and Baer
2. Leadership Tahlequah Graduation and Alumni gathering – June 27th at 6 pm at the Armory
3. Monthly Mingle – July 5th the at 8 am at The Hawk Shake and Tea Bar



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4i
Meeting Date	7/1/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the TACC-Tour Tahlequah monthly report for June 2024.

Background

TACCs Tour Tahlequah will now submit a written report each month in an effort to open communication and keep everyone updated on events and activities on Tour Tahlequah.

Exhibits

1. June Tourism Report

Funding Source

N/A

Request

Accept the Tahlequah Area Chamber of Commerce June 2024 report for Tour Tahlequah.

Tourism Department Report

Highlights:

- Redbud Award Recognition

Advertising:

- Google Banner Ads
- Geotargeting contract
- YouTube Ads
- Streaming Ads
- Billboards in OKC
- Green Country website banner and footer ads
- Oklahoma Outdoors Campaign (ECC)
 - o TV special, Tv commercials, radio, billboards, social media
- Green Country Shop, Dine, Fun Guide
- Green Country Group Tours Guide
- Green Country Visitor's Guide
- Green Country Attractions Map
- Travel OK State Guide
- Travel OK Fishing Guide (ECC)
- Greater Tenkiller Area Association Guide
- Texas Rangers Program
- Cotton Bowl Program

UPCOMING:

- Leadership Tahlequah Tourism Day (June 20th)
- Route 66 Fest (June 22nd and 23rd)
- Kiwanis Club Convention (TT July)



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4j
Meeting Date	7/1/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the **Tahlequah Regional Development Authority** report for May 2024.

Background

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

Exhibits

1. May TRDA President's Report

Funding Source

N/A

Request

Accept the May 2024 TRDA report.

HAMMRC

1. 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.
2. Working with CN on marketing and storytelling videos for website and other areas to market.
3. Applying for an IEDC award in the "Regional and Cross-Border Partnerships" category

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; still in the realm of this for completion.
2. Exterior work almost complete, just a few clean up items remain; second door on Muskogee ave for egress needs to be redone and new roof on awning.
3. October to be official opening to the public with Chief Hoskin, Mayor Suzanne Myers, and hopefully Lt Gov Pinnell.
4. JT finalizing Lease for site to get over to Provalus for approval.
5. Grant for Foundry work has been submitted and will know a response by late Summer.

Business and Technology Park

1. Prep Grant has started on roads and engineering for bridge on Woodard, Stomrwater engineering bid work to begin soon; Working with TPWA on MOU for final Prep Grant.
2. SITES Program with state continuing; creating maps and other needs currently.
3. Shafa contract approved and pending; waiting on amendment approval from Board.
4. CWELL site closed and work to started on 6000 sq ft spec building.
5. Taber has steel up on the 15,000 sq ft building and continues moving forward; work nearing completion for a prospect to finish out to their needs.
6. Everise Lease buyout approved; discussion from Board on direction for the new site and how to list

Other items

1. 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.
2. City, TRDA, and Main Street monthly economic development meetings going well, hosted the Moore, OK city economic development official to discuss sales tax rebates and their effectiveness in recruitment; TIF District thoughts updated to match wages in Quality Jobs Act and will be presented to superintendents as soon as we can all get together.
3. Working with CN Innovation Hub on Childcare Cohort for late July, Cybersecurity Summit on October 4th, and Business Summit in November during Global Entrepreneurship week; working on small business boot camp and startup weekend in the near future as well.
4. Cross Industries moving forward with permits and relocation, Permitting hit a snag and working through now to keep development on schedule; have connected Dave with local developers to hopefully help him move forward more quickly.
5. Housing discussions within the community and needs continuing; also looking at ways to create affordable single family and multifamily housing; meetings upcoming with housing authorities and developers. TRDA may be able to meet some of these needs with low income/govt subsidized housing and are looking into options; meetings with Help in Crisis and OHFA complete, HUD and USDA on the agenda for the near future to discuss opportunities; once Homepage study is complete we will have data for grants and they will help us find the building grants needed.
6. Downtown hotel development continues to move forward; zoning change approved by City Council.
7. Working with 2 retail developers on site needs and data points for our community; high interest levels, but still in beginning stages.
8. Chic-Fil-A announced to the community with their sign on the fence!
9. Drew stepping away from bookkeeping so an RFP is out for a new accountant for TRDA.
10. Admin committee discussed the upcoming audit and requested Jaci Taylor to complete the audit this year. RFP needed next year so that we stay within the 3-5 year range on changing auditors.
11. Applying for IEDC award in "Real Estate Development & Reuse" category for Provalus project.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4k
Meeting Date	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the **Opioid Abatement Grant** in the amount of \$125,000 and amend the budget accordingly.

Background

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Exhibits

1. 07.01.2024 Opioid Conditional Award Notice
2. 07.01.2024 Opioid Grant Agreement

Funding Source

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Request

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Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Notice of Grant Award

Recipient Information

Subdivision Name and Address

Tahlequah, City of
111 Cherokee Avenue
Tahlequah, OK 74464

Subdivision Type

Municipality

Primary Contact

Suzanne Myers
smyers@tahlequah.gov
(918) 456-0651
Taylor Tannehill

Secondary Contact

ttannehill@tahlequah.gov
(918) 931-9810

Awarding Agency Contact

E. Jill Nichols
Opioid Abatement and Grants Coordinator
Office of the Attorney General
jill.nichols@oag.ok.gov
(405) 522-3314

Conditional Award Information for Grantee

Grant Award Number

OAB-24-091

Statutory Authority

Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8

Award Action Type

New - Conditional

Date Approved and Awarded by Opioid Abatement Board

06/04/2024

Summary of Award – Financial Information

Total Amount of Funds Awarded \$125,000

Total Funds Leveraged

Budget Period Start Date 07/01/2024 Budget Period End Date 06/30/2026

Project Period Start Date 07/01/2024 Project Period End Date 06/30/2026

Award Acceptance Terms and Conditions

By signing and accepting this Notice of Award, Grantee agrees to comply with the requirements listed below:

- Grantees shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirement.
- Grantees shall partner with ODMHSAS contracted, ODMHSAS certified entities, or similar accrediting body in good standing for the delivery of approved behavioral health services.
- Personnel costs, time and effort as approved in the budget may only be used on approved opioid abatement activities.
- Grantees requesting use of funds for the purchase of naloxone medication should first contact the State Department of Health and the State Department of Mental Health and Substance Abuse Services to request if any no-cost supplies are available for their project before utilizing grant funds.
- Organizations providing services under this agreement must support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity. (for example, sober living organizations partnered with political subdivision(s) on the grant must not exclude residents prescribed medication for substance use disorder.)
- Grantees should implement approved evidence-based programs and practices with fidelity as designed/tested by the developer. Grantees should not modify or adapt program/practice unless approved by the program developer.
- Grantees implementing approved communications campaigns or education/awareness events are advised to utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. Messages should be research-informed and sourced from credible organizations such as those included in the [Healthy Minds guidance document](#).
- Mileage awards shall be based on the IRS standard mileage rates approved for 2024.
- Grant term shall not exceed two years. Funds not expended by the term end date as defined in Grant Award Agreement shall be returned to the State.

Signature of Authorized Representative

Date



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Notice of Grant Award Conditional Award Instructions

Conditional Award Instructions for Grantee

- Refer to instructions in reference to obtaining Narcan through the State Health Department before grant funds are used.
- Provide clarity for reimbursement of municipal expenses, this budget line item is not addressed in 12a.
- Refer to instructions regarding media campaigns. Messages should be research-informed and sourced from credible organizations. Healthy Minds to provide guidance.



FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Tahlequah (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

1. AMOUNT AND PURPOSE OF FUNDS

The State is providing \$125,000.00 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not commingle the funds with any other of Recipient’s funds.

- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. the Notice of Award
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix “B” (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.

- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation

notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;

- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.

b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
 - iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.
- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

17. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.

- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols
Title: Opioid Response and Grants Coordinator
Phone Number: (405) 522-3314
Email: jill.nichols@oag.ok.gov

26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the _____ day of _____, 2024.

X _____
[Recipient]

X _____
First Assistant Attorney General, Oklahoma Office of Attorney General

DRAFT

APPENDIX A – Notice of Award

DRAFT

APPENDIX B –Budget

The Recipient is required to complete a budget outline for the funds awarded under the terms of this Agreement and attach as Appendix B.

Appendix B must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this Agreement and incorporated into the terms and requirements of this Agreement.

Funding is provided solely for the purposes in Appendix B and shall be spent solely on items in Appendix B.

DRAFT



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	41
Meeting Date	7/1/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the donations from **Cherokee Nation and PetCo Love** in the total amount of **\$13,500.00** and amend the budget accordingly, placing the funds in the **Restricted Donation Account** to be used for the **Animal Shelter/Animal Control Vaccinations Clinic**.

Background

Monthly Agenda Item

Exhibits

1. 07.01.2024 Petco-CN Donations

Funding Source

Request



June 12, 2024

Petco Love Partner City of Tahlequah-city hall,

On behalf of everyone at Petco Love, we are pleased to provide you with the grant award of **\$6,000.00**. These funds reflect the \$3 stipend for the total of **2000** vaccines your organization ordered.

We're honored to partner with your organization to increase the number of vaccinated community pets AND reduce the spread of deadly vaccine-preventable diseases (parvovirus, distemper and panleukopenia).

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to partners@petcolove.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930



CHEROKEE NATION
P.O. BOX 948
TAHLEQUAH, OKLAHOMA 74465
(918) 453-5000

**ACCOUNTS
PAYABLE**

(7300)

BANK OF OKLAHOMA

1013274

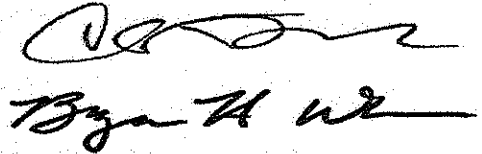
DATE
Void After 90 Days
06/13/2024

AMOUNT
*****7,500.00

PAY Seven Thousand Five Hundred and 00/100 Dollars

TO THE
ORDER
OF

CITY OF TAHLEQUAH
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801
US



CHEROKEE NATION
TAHLEQUAH, OKLAHOMA

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

1013274
Check Date: 06/13/24
(7300)

P.O.	Description	Invoice	Amount
875846		24-OEH 004	\$7,500.00
TOTAL:			\$7,500.00



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4m
Meeting Date 7/1/2024
Initiator _____
Office / Department Municipal Airport

Item Title

Approve Airport land lease for Hangar 40 to Steve Kurtz.

Background

Exhibits

1. Monthly Minutes 6-20-24
2. Hangar 40 lease 7-1-24

Funding Source

Request

MINUTES
TAHLEQUAH CITY AIRPORT BOARD MEETING
Regular Meeting

Date: Thursday, June 20, 2024 Time: 5:30 p.m.

Held at 2100 Airport Parkway, Tahlequah, OK 74464

Agenda for the meeting was posted Tuesday June 18, 2024 at 11:00 a.m.

1. Meeting called **to order** by James Mahaney at 5:30 p.m.

2. **Roll call.**

Present:

Ward I Matt Cochran

Ward II Mark Hodson

Ward III James Mahaney

Ward IV Louis White

At Large Dower Combs

Others present:

Airport Manager Brian Lambert

Hunter Wallace

Absent:

3. Approval of April meeting minutes.

Board Member Dower Combs made a motion to approve, Board Member Louis White seconded the motion.

Vote Ayes: Mahaney, Combs, Dodson,
 Cochran, White, Motion Carried

Nays: None

4. Airport Manager`s monthly report.
Fuel Sales for April 1 through May 31

Fuel Type	Gallons	Sale
100LL	2,006	\$10,732
Jet A	3,169	\$16,320
Total	5,175	\$27,052

- Airport Manager Brian Lambert said as of June 19, there 5,766 gallons of Jet A fuel on hand and 4,016 gallons of 100LL on hand.

5. Discussion of ramp overlay.
 - Project is under litigation and no update at this time.
6. Discussion of recommendation for on-call 5-year engineering services.
 - a. Mark Hodson made a motion to recommend the use of Lochner Engineering, Louis White seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
7. Discussion of recommending approval of land lease for hangar 40 to Steve Kurtz.
 - a. Louis White made a motion to recommend approval, Matt Cochran seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
8. Discussion of recommending approval of land lease for hangar 41 to John M Thompson.
 - a. Louis White made a motion to recommend approval, Dower Combs seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
9. Louis White made a motion to adjourn, 2nd by Dower Combs adjourn meeting at 5:50p.m.
Vote: Ayes: Mahaney, White, Combs, Cochran and Hodson
Nays: None
Motion carried

CITY OF TAHLEQUAH MUNICIPAL AIRPORT
PRIVATE HANGAR GROUND LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and Steve R. Kurtz, herein referred to as the Lessee.

Lessor is the owner of an airport known as Tahlequah Municipal Airport (KTQH) at Tahlequah, Oklahoma, herein referred to as the airport.

Lessee desires to obtain at the airport a ground lease for Lot 40 for a hangar size of 48' x 48' as shown in Attachment "A" and made a part hereof.

This lease shall be for the term of Twenty (20) years commencing on July 1, 2024 and terminating on July 1, 2044. Thereafter, this lease may be renewed for a subsequent five (5) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding lease term and upon mutual and written agreement by Lessor or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this agreement.

RENTALS AND CHARGES

Lessee agrees to pay Lessor for the use of the premises, facilities, rights and privileges granted hereunder, rental charges in the amount of \$276.48 annually, due on or before June 30th of each lease year and computed as: square feet of hangar size x \$0.12/ sq. Ft. Per year. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease, provided that such increases shall not exceed \$.05/ sq. Ft. Per year during any five (5) year period of the term of this lease. Proposed rate increases will be sent with the annual lease invoice mailed out in June and if approved will take effect the following year.

USE OF AIRPORT

Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport including but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings, and takeoffs.

Lessee Initial: S.R.K.

1 of 4

USE OF LEASED PROPERTY

Primary use

Lessee acknowledges and agrees to the primary use of the property leased hereunder is for aircraft shelter and storage and will occupy and use the leased premises for such purpose. Lessee has six (6) months from the commencement of this agreement to obtain an aircraft, the hangar must be utilized per FAA Use of Aeronautical Land and Facilities Policy (Attachment "B"). Lessee agrees to follow all City, State and Federal rules and regulations in regard to the use of the property.

Modifications and Repair of Damage

In the event of damage, destruction or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace or rebuild the same, at the Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to such damage. Lessee further agrees that planned improvements, modifications or alternatives for hangar construction, whether subsequent to a damage or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

Utilities

Utility service to the leased premises, including, but not limited to, water, gas and electrical power, shall be installed and maintained at the sole risk and expense of Lessee.

Maintenance

Lessee agrees that it will, at its own expense, keep and maintain the leased premises and all structures and fixtures thereon in good repair and in a clean, sightly, safe and healthy condition at all times. Maintenance on and around the leased premises shall include, but is not limited to mowing of grass, elimination of trash, garbage and debris. Lessee further agrees to not allow any condition on the leased premises that may interfere with the landing, taxiing and take-off of aircraft at the airport.

Lessor agrees to maintain in good repair and keep in a safe, sightly and useful condition the airport grounds, facilities, fixtures and services for which Lessee has no obligation to maintain as provided herein, and that are necessary for the safe and efficient operation of aircraft.

PERSONAL PROPERTY

Except as otherwise provided in this agreement, all hangars, structures, fixtures, improvements, equipment and other property installed, erected, or placed by Lessee in or on the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right for a period no fewer than sixty (60) days, or as otherwise agreed upon by Lessee and Lessor, after the expiration or other termination of this agreement, to remove or dispose of any or all such property from the airport, subject to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to expiration of the aforesaid period shall

Lessee Initial: SK

2 of 4

thereupon become part of the land on which it resides, and title thereto shall vest in the Lessor, or Lessor may remove any or all such property at the sole risk and expense of the Lessee.

SUBLETTING AND ASSIGNMENT

The Lessee may, with the prior written consent of Lessor, sublease or sublet all or a portion of the leased premises, provided that the party to whom such agreement is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, obligations, and covenants contained in this agreement. In any event, no agreement shall be made or shall be effective if Lessee is in default on any of the terms of this agreement.

Lessee may request in writing to assign the remainder of this agreement to another party (transfer of hangar ownership), the party will be required to submit in writing the request to enter into an agreement with the Lessor and a new lease will be executed.

TERMINATION OF LEASE

By Lessor

In the event that Lessee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this agreement, Lessor may give written notice, sent by registered mail, to Lessee to correct such condition or default. If Lessee does not commence and use diligence to correct such condition or default for thirty (30) days after receipt of such notice, Lessor may, at its option, and after the lapse of said thirty (30) day period, terminate this lease agreement by giving ten (10) days notice, and the term of this agreement shall thereupon cease and expire at the end of the ten (10) day period. No default on the part of the Lessee shall be deemed to continue so long as Lessee shall have promptly and diligently taken action to correct the same. Further, the Lessor may, as an alternative to termination of this agreement as provided herein, abate or correct the default or condition as set forth in Lessor's notice to Lessee of same, and may do so at the expense of the Lessee, and said expense shall be paid by Lessee as additional rent within thirty (30) days following the date of receipt by Lessee of an invoice for the reasonable expenditure by the Lessor.

By Lessee

Lessee may cancel this agreement for any reason whatsoever upon sixty (60) days prior written notice to the Lessor; however, Lessee agrees that any or all of the unused rental charge or other fees paid to Lessor is nonrefundable, and will remain the rightful possession of the Lessor.

INDEMNIFICATION OF LESSOR

Lessee agrees that Lessor is in no way the agent of the Lessee, and Lessee will hold Lessor harmless against all liability for any and all claims for damages to property or injuries to persons caused by Lessee's negligent use or occupancy of the leased premises or resulting from any of the operations authorized under this agreement; provided, however, that Lessee shall not be liable for any injury, damage, or loss

Lessee Initial: S.K.

3 of 4

occasioned by the negligence of the Lessor or its agents or employees; and provided further the Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted which in any way directly, indirectly or otherwise affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

EFFECT OF AGREEMENT

All the covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the 3 day of the June month in the year 2024.

LESSOR:

Mayor: Suzanne Myers
111 S Cherokee Avenue
Tahlequah, OK 74464

Signature: _____

LESSEE:

Name: Steve R. Kurtz
Address: 446206 E. Lakeview Dr.
Phone: (405) 990-1061

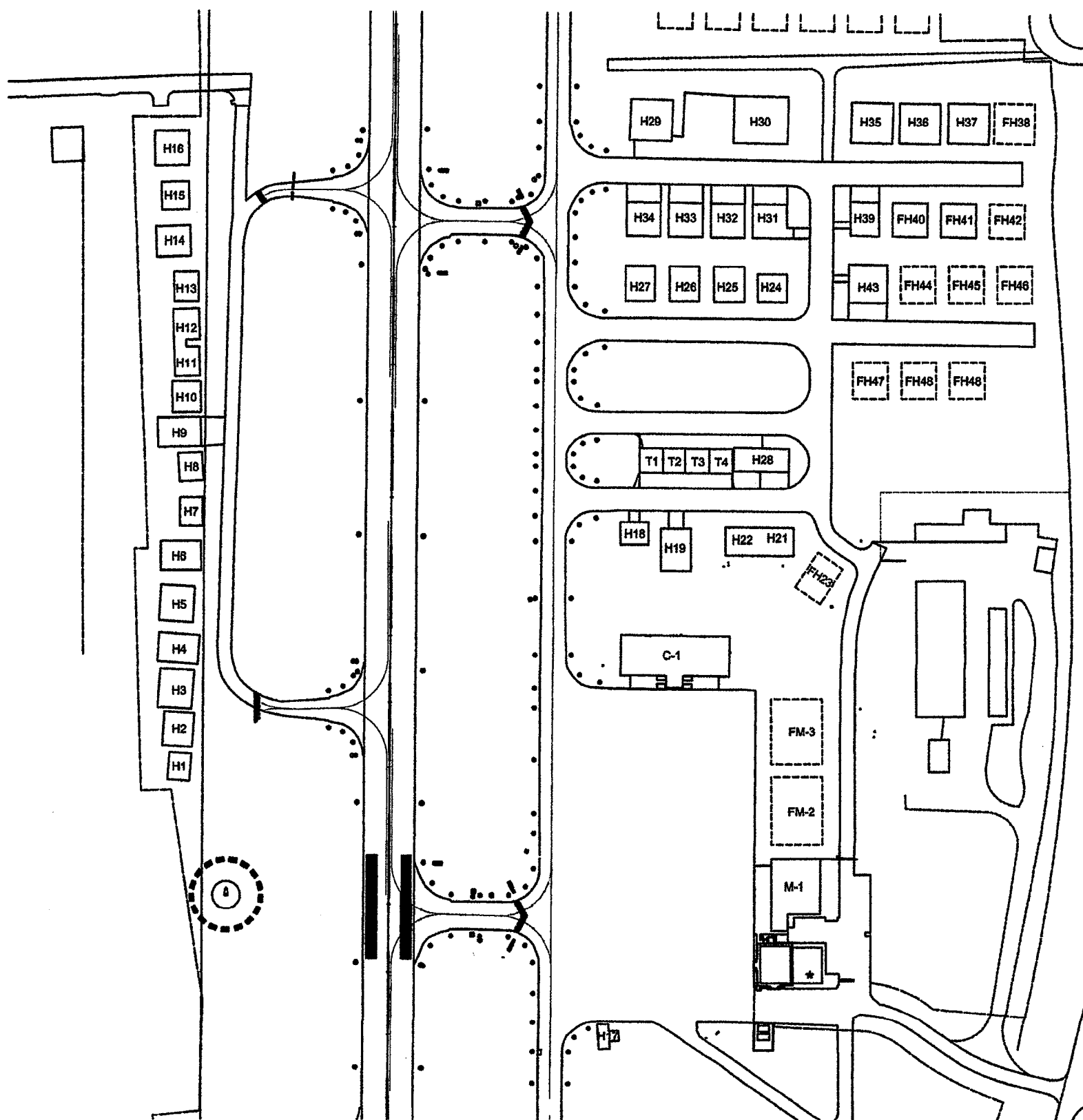
Signature: Steve R. Kurtz

THE CITY OF TAHLEQUAH, OKLAHOMA, A MUNICIPAL CORPORATION

City Clerk

Date of City Council Approval 07/01/2024

Lessee Initial: SK



Attachment "A"

Attachment “B”

Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

Use of Aeronautical Land and Facilities

Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

II. Standards for Aeronautical Use of Hangars

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.

4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.

5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.

2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.

3. Impede access to aircraft or other aeronautical contents of the hangar.

4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).

5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b)

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. **FAA advance approval of an *interim use*:** Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. **FAA approval of a *month-to-month leasing plan*:** An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. ***Other cases:*** Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

- a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.
- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.
- e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4n
Meeting Date 7/1/2024
Initiator _____
Office / Department Municipal Airport

Item Title

Approve Airport **land lease for Hangar 41** to John M. and Janet A. Thompson.

Background

Exhibits

1. Hangar 41 lease 7-1-24
2. Monthly Minutes 6-20-24

Funding Source

Request

CITY OF TAHLEQUAH MUNICIPAL AIRPORT
PRIVATE HANGAR GROUND LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Tahlequah, Cherokee County, State of Oklahoma, a municipal corporation, herein referred to as the Lessor, and John M. and Janet A. Thompson, herein referred to as the Lessee.

Lessor is the owner of an airport known as Tahlequah Municipal Airport (KTQH) at Tahlequah, Oklahoma, herein referred to as the airport.

Lessee desires to obtain at the airport a ground lease for Lot 41 for a hangar size of 50' x 50' as shown in Attachment "A" and made a part hereof.

This lease shall be for the term of Twenty (20) years commencing on July 1, 2024 and terminating on July 1, 2044. Thereafter, this lease may be renewed for a subsequent five (5) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding lease term and upon mutual and written agreement by Lessor or remove the Hangar at Lessee's own cost, which removal must be accomplished no later than the termination or expiration date of this agreement.

RENTALS AND CHARGES

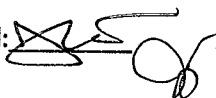
Lessee agrees to pay Lessor for the use of the premises, facilities, rights and privileges granted hereunder, rental charges in the amount of \$300.00 annually, due on or before June 30th of each lease year and computed as: square feet of hangar size x \$0.12/ sq. Ft. Per year. In the event the lease term commences on a date other than the beginning of the lease year, the annual rental shall be prorated to July 1st of the current lease year and is due upon execution of this agreement.

Lessor has the right to increase rental charges as deemed necessary and appropriate during the term of this lease, provided that such increases shall not exceed \$.05/ sq. Ft. Per year during any five (5) year period of the term of this lease. Proposed rate increases will be sent with the annual lease invoice mailed out in June and if approved will take effect the following year.

USE OF AIRPORT

Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport including but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, landing lights, beacons, signals, radio aids, and all other conveniences for flying, landings, and takeoffs.

Lessee Initial:



USE OF LEASED PROPERTY

Primary use

Lessee acknowledges and agrees to the primary use of the property leased hereunder is for aircraft shelter and storage and will occupy and use the leased premises for such purpose. Lessee has six (6) months from the commencement of this agreement to obtain an aircraft, the hangar must be utilized per FAA Use of Aeronautical Land and Facilities Policy (Attachment "B"). Lessee agrees to follow all City, State and Federal rules and regulations in regard to the use of the property.

Modifications and Repair of Damage

In the event of damage, destruction or loss of the hangar or other structures on the leased premises, the Lessee agrees to promptly repair, replace or rebuild the same, at the Lessee's own expense, to a minimal condition as nearly as possible to that existing immediately prior to such damage. Lessee further agrees that planned improvements, modifications or alternatives for hangar construction, whether subsequent to a damage or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the Lessor. Lessee agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate.

Utilities

Utility service to the leased premises, including, but not limited to, water, gas and electrical power, shall be installed and maintained at the sole risk and expense of Lessee.

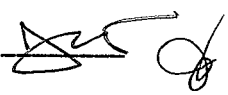
Maintenance

Lessee agrees that it will, at its own expense, keep and maintain the leased premises and all structures and fixtures thereon in good repair and in a clean, sightly, safe and healthy condition at all times. Maintenance on and around the leased premises shall include, but is not limited to mowing of grass, elimination of trash, garbage and debris. Lessee further agrees to not allow any condition on the leased premises that may interfere with the landing, taxiing and take-off of aircraft at the airport.

Lessor agrees to maintain in good repair and keep in a safe, sightly and useful condition the airport grounds, facilities, fixtures and services for which Lessee has no obligation to maintain as provided herein, and that are necessary for the safe and efficient operation of aircraft.

PERSONAL PROPERTY

Except as otherwise provided in this agreement, all hangars, structures, fixtures, improvements, equipment and other property installed, erected, or placed by Lessee in or on the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right for a period no fewer than sixty (60) days, or as otherwise agreed upon by Lessee and Lessor, after the expiration or other termination of this agreement, to remove or dispose of any or all such property from the airport, subject to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to expiration of the aforesaid period shall

Lessee Initial: 

2 of 4

thereupon become part of the land on which it resides, and title thereto shall vest in the Lessor, or Lessor may remove any or all such property at the sole risk and expense of the Lessee.

SUBLETTING AND ASSIGNMENT

The Lessee may, with the prior written consent of Lessor, sublease or sublet all or a portion of the leased premises, provided that the party to whom such agreement is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, obligations, and covenants contained in this agreement. In any event, no agreement shall be made or shall be effective if Lessee is in default on any of the terms of this agreement.

Lessee may request in writing to assign the remainder of this agreement to another party (transfer of hangar ownership), the party will be required to submit in writing the request to enter into an agreement with the Lessor and a new lease will be executed.

TERMINATION OF LEASE

By Lessor

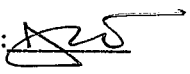
In the event that Lessee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this agreement, Lessor may give written notice, sent by registered mail, to Lessee to correct such condition or default. If Lessee does not commence and use diligence to correct such condition or default for thirty (30) days after receipt of such notice, Lessor may, at its option, and after the lapse of said thirty (30) day period, terminate this lease agreement by giving ten (10) days notice, and the term of this agreement shall thereupon cease and expire at the end of the ten (10) day period. No default on the part of the Lessee shall be deemed to continue so long as Lessee shall have promptly and diligently taken action to correct the same. Further, the Lessor may, as an alternative to termination of this agreement as provided herein, abate or correct the default or condition as set forth in Lessor's notice to Lessee of same, and may do so at the expense of the Lessee, and said expense shall be paid by Lessee as additional rent within thirty (30) days following the date of receipt by Lessee of an invoice for the reasonable expenditure by the Lessor.

By Lessee

Lessee may cancel this agreement for any reason whatsoever upon sixty (60) days prior written notice to the Lessor: however, Lessee agrees that any or all of the unused rental charge or other fees paid to Lessor is nonrefundable, and will remain the rightful possession of the Lessor.

INDEMNIFICATION OF LESSOR

Lessee agrees that Lessor is in no way the agent of the Lessee, and Lessee will hold Lessor harmless against all liability for any and all claims for damages to property or injuries to persons caused by Lessee's negligent use or occupancy of the leased premises or resulting from any of the operations authorized under this agreement; provided, however, that Lessee shall not be liable for any injury, damage, or loss

Lessee Initial: 

occasioned by the negligence of the Lessor or its agents or employees; and provided further the Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted which in any way directly, indirectly or otherwise affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

EFFECT OF AGREEMENT

All the covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the 1st day of the July in the year 2024.

LESSOR:

Mayor: _____ Signature: _____

111 S Cherokee Avenue

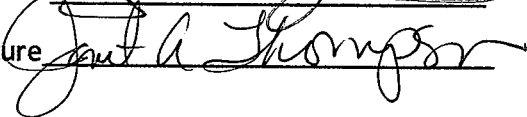
Tahlequah, OK 74464

LESSEE:

Name: John M. & Janet A. Thompson

Signature: 

Address: 20594 Stick Ross Mtn. Rd.

Signature: 

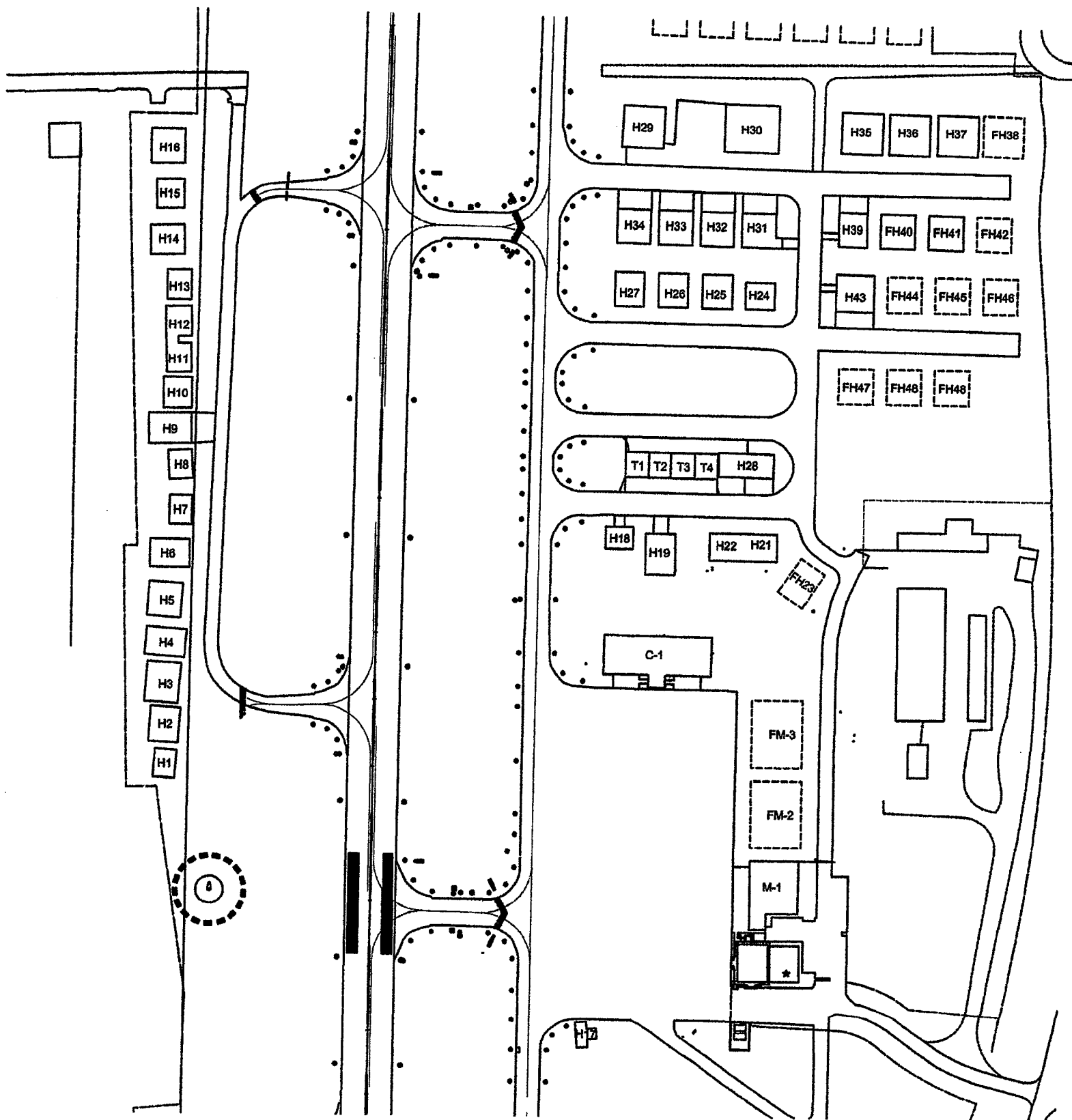
Phone: (918) 413-2490

THE CITY OF TAHLEQUAH, OKLAHOMA, A MUNICIPAL CORPORATION

Date of City Council Approval 07/01/2024

City Clerk

Lessee Initial: 



Attachment "A"

Attachment “B”

Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

Use of Aeronautical Land and Facilities

Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

II. Standards for Aeronautical Use of Hangars

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.

4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.
- d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:
1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
 2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
 3. Impede access to aircraft or other aeronautical contents of the hangar.
 4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
 5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
- e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b)
- f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. **FAA advance approval of an *interim use*:** Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. **FAA approval of a *month-to-month leasing plan*:** An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. ***Other cases:*** Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

- a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.
- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.
- e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.

MINUTES
TAHLEQUAH CITY AIRPORT BOARD MEETING
Regular Meeting

Date: Thursday, June 20, 2024 Time: 5:30 p.m.

Held at 2100 Airport Parkway, Tahlequah, OK 74464

Agenda for the meeting was posted Tuesday June 18, 2024 at 11:00 a.m.

1. Meeting called **to order** by James Mahaney at 5:30 p.m.

2. **Roll call.**

Present:

Ward I Matt Cochran

Ward II Mark Hodson

Ward III James Mahaney

Ward IV Louis White

At Large Dower Combs

Others present:

Airport Manager Brian Lambert

Hunter Wallace

Absent:

3. Approval of April meeting minutes.

Board Member Dower Combs made a motion to approve, Board Member Louis White seconded the motion.

Vote Ayes: Mahaney, Combs, Dodson,
 Cochran, White, Motion Carried

Nays: None

4. Airport Manager`s monthly report.
Fuel Sales for April 1 through May 31

Fuel Type	Gallons	Sale
100LL	2,006	\$10,732
Jet A	3,169	\$16,320
Total	5,175	\$27,052

- Airport Manager Brian Lambert said as of June 19, there 5,766 gallons of Jet A fuel on hand and 4,016 gallons of 100LL on hand.

5. Discussion of ramp overlay.
 - Project is under litigation and no update at this time.
6. Discussion of recommendation for on-call 5-year engineering services.
 - a. Mark Hodson made a motion to recommend the use of Lochner Engineering, Louis White seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
7. Discussion of recommending approval of land lease for hangar 40 to Steve Kurtz.
 - a. Louis White made a motion to recommend approval, Matt Cochran seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
8. Discussion of recommending approval of land lease for hangar 41 to John M Thompson.
 - a. Louis White made a motion to recommend approval, Dower Combs seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
9. Louis White made a motion to adjourn, 2nd by Dower Combs adjourn meeting at 5:50p.m.
Vote: Ayes: Mahaney, White, Combs, Cochran and Hodson
Nays: None
Motion carried



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4o
Meeting Date 7/1/2024
Initiator _____
Office / Department Tahlequah Fire Department

Item Title

Approve **Firework Show** at Go Ye Village on Tuesday, July 9th at Dusk.

Background

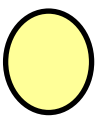
Exhibits

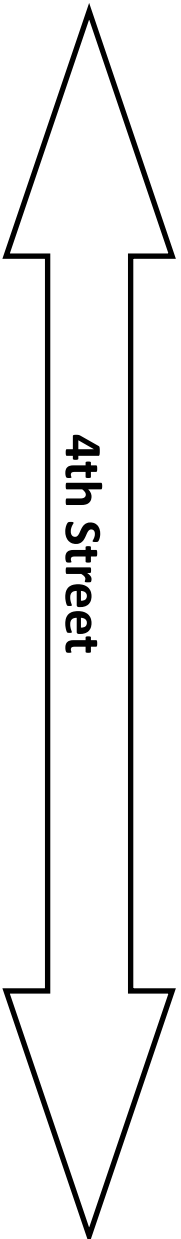
1. 2024 Freedom Celebration
2. Go Ye check list

Funding Source

Request

 Spectator location

 Location of discharge



RE: Firework display

Tanya Wagnon <twagnon@goyevillage.org>

Thu 6/27/2024 1:39 PM

To: Garrett, Aaron <agarrett@tahlequah.gov>; Baker, Casey <cbaker@tahlequah.gov>; Whittmore, Mark <mwhittmore@tahlequah.gov>

 1 attachments (263 KB)

2024 Freedom Celebration.pdf;

1. Who is having the display-*Go Ye Village*
2. Date and time of display- *July 9th, 2024. Dusk 8:30pm*
3. Address of display-*1201 W. 4th Street Tahlequah, OK 74464*
4. Type of fireworks - consumer class/Display class- *Consumer class*
5. Projected weather- *Warm w/Calm winds*
6. Is there a current burn ban-*No*
7. On-hand fire control safety equipment and personnel-*3 and 5 gallon water sprayers, water buckets, 6 personnel, 100 foot water hose connected to water source.*
8. Personnel responsible for activating display items- *Rick Johnson; Licensed pyro technician, Brad Wagnon, Tanya Wagnon, Maddy Welch.*
9. Site plan aerial image - containing the following-*See attached*
 - a. Location of discharge
 - b. Spectator location
 - i. Consumer spectators must be 75 feet from the discharge area
 - ii. Display spectators see NFPA 1123 for guidance

From: Garrett, Aaron <agarrett@tahlequah.gov>

Sent: Thursday, June 27, 2024 12:37 PM

To: Tanya Wagnon <twagnon@goyevillage.org>; Baker, Casey <cbaker@tahlequah.gov>; Whittmore, Mark <mwhittmore@tahlequah.gov>

Subject: Firework display

Information needed for Council Meeting

1. Who is having the display
2. Date and time of display
3. Address of display
4. Type of fireworks - consumer class/Display class
5. Projected weather
6. Is there a current burn ban
7. On-hand fire control safety equipment and personnel
8. Personnel responsible for activating display items
9. Site plan aerial image - containing the following
 - a. Location of discharge

b. Spectator location

- i. Consumer spectators must be 75 feet from the discharge area
- ii. Display spectators see NFPA 1123 for guidance

Information is required before 4:00 pm 06/27/2024

Contact me for any questions or concerns regarding the above.

Cell (918)-457-9278

Respectfully,

Aaron Garrett IAAI-FIT
Fire Marshal

Tahlequah Fire Department
125 East Chickasaw Street | Tahlequah, OK 74464
Office: 918-525-4763
agarrett@tahlequah.gov

HAVE AN **EXIT** STRATEGY



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Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4p
Meeting Date 7/1/2024
Initiator _____
Office / Department Finance

Item Title

Engage **Eide Bailey, CPA Firm** to conduct the Financial Compilation for the FY 23/24 Audit.

Background

Exhibits

1. EideBailly 2024-2025

Funding Source

Request



June 19, 2024

To the Mayor and City Council
City of Tahlequah, Oklahoma

RE: Preparation of Annual Financial Report

This engagement letter (this "Agreement") confirms the engagement of Eide Bailly LLP ("Eide Bailly", "we", "us") by the City of Tahlequah, Oklahoma ("City" or "you"). You have requested that we prepare the annual financial report of the City, which comprise the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities – Annual Financial Report Preparation

The objective of our engagement is to prepare annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

What inspires you, inspires us. | eidebailly.com

4310 17th Ave. S. | P.O. Box 2545 | Fargo, ND 58108-2545 | T 701.239.8500 | F 701.239.8600 | EOE

Management Responsibilities – Annual Financial Statement Preparation

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America.
- The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements
- The prevention and detection of fraud
- To ensure that the entity complies with the laws and regulations applicable to its activities
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- To provide us with:
 - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
 - Additional information that we may request from you for the purpose of the engagement
 - Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Management's Responsibility for Technology and Information Security

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data, unless otherwise authorized by you and needed by us to perform the agreed to activities of this engagement; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of your financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such documentation will be provided under the supervision of Eide Bailly LLP's personnel.

Furthermore, upon request, we may provide copies of selected documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Engagement Fees and Billing

Our fees for services provided will be billed monthly as the work progresses at a total cost of fees as follows:

Preparation of the Annual Financial Report	\$ 40,300
One-Time Charge for Setup	9,400
Technology Fee	<u>2,485</u>
Total	<u>\$ 52,185</u>

Our fees are based on the amount of time required at various levels of responsibility. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Term of Agreement

Unless otherwise stated, the term of this Agreement shall be one (1) year commencing on the date of this Agreement or the scope of services provided in this Agreement are completed, whichever is shorter in length.

Either party may terminate this Agreement upon not less than 30 days prior written notice. Should our relationship terminate before our services are completed you will be billed for services to the date of termination.

Upon termination of Agreement, both parties acknowledge a transition of services currently being performed may be required. Eide Bailly may incur costs to effectively transition such services to the City or its designee by providing materials, knowledge, software, etc. All costs incurred under this transition shall be the responsibility of the City and Eide Bailly shall provide a final billing upon such transition.

Other

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our documentation for this engagement. Our engagement documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the completion of our preparation of the financial statements but before the date your financial statements are issued.

We agree to retain our documentation or work papers for a period of at least eight years from the date of the completion of our financial statement preparation engagement.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, (HLB). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Mediation

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Fargo, North Dakota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

Limited Indemnity

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

Limitation of Liability

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

Time Limitation

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date of the completion of our financial statement preparation procedures or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the financial statement preparation. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

Governing Law and Venue

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

Assignments Prohibited

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our preparation of the annual financial report including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Tahlequah, Oklahoma by:

Name: _____

Title: _____

Date: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4q
Meeting Date 7/1/2024
Initiator
Office / Department Finance

Item Title

Engage the services of **Robert St. Pierre, C.P.A., P.C.** to complete the Audit for FY2023-2024.

Background

Exhibits

1. 07.01.2024 Robert St. Pierre

Funding Source

Request

ROBERT ST. PIERRE, C.P.A., P.C.

CERTIFIED PUBLIC ACCOUNTANT

1113 N. Second St.
Stilwell, Oklahoma 74960
Phone: (918) 696-4983
Fax: (918) 696-4867

Audit Engagement Letter

June 3, 2024

To the Honorable Mayor and City Council
City of Tahlequah, Oklahoma
Tahlequah, Oklahoma

We are pleased to confirm our understanding of the services we are to provide to the City of Tahlequah, Oklahoma (the "City") for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America;^{hh, ii} and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the

reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. We will also electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Board of Director; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robert St. Pierre C.P.A., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robert St. Pierre C.P.A., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert St. Pierre is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately **July 31, 2024**.

Our fee for these services will be **\$46,375** plus **\$100** for the annual audit report filing with the Oklahoma State Auditor & Inspector as well as any out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our invoices for these fees will be rendered at the conclusion of the audit and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated

to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of the **City of Tahlequah, Oklahoma**. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the **City of Tahlequah, Oklahoma** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Robert St. Pierre

Robert St. Pierre, C.P.A., P.C.

RESPONSE:

This letter correctly sets forth the understanding of the **City of Tahlequah, Oklahoma**.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4r
Meeting Date 7/1/2024
Initiator _____
Office / Department Municipal Airport

Item Title

Approve **Lochner** for **5 year on-site engineering services** for Tahlequah Municipal Aiport.

Background

Exhibits

1. Lochner TQH -Tahlequah Municipal Airport
2. Monthly Minutes 6-20-24

Funding Source

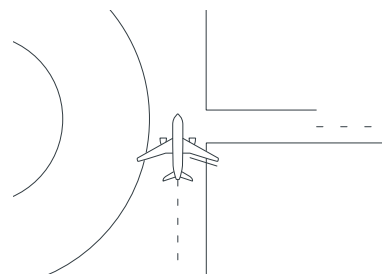
Request



Statement of Qualifications

May 1, 2024

➔ ***TQH-Tahlequah Municipal
Airport***
*On-Call Engineering and Planning
Services*



May 1, 2024

Brian Lambert
Airport Manager
2100 Airport Parkway
Tahlequah, OK 74464

RE: Statement of Qualifications – TQH-Tahlequah Municipal Airport | On-Call Engineering and Planning Services

Dear Mr. Lambert and Selection Committee,

The City of Tahlequah has the mission of providing a highly successful airport system for the community and continuing the growth of business flying activity. A well-maintained airport with up-to-date services and operations is one of the many ways the City keeps this commitment moving forward. The Lochner Team has enjoyed partnering with you in these efforts and is excited to have this opportunity to continue serving the City and TQH. In this Statement of Qualifications and Experience, you will find we offer:

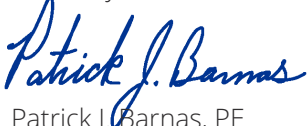
- **Strong capability and highly relevant experience—including at TQH the past 16 years—** providing similar services for airport improvement projects. We have successfully completed numerous projects within the state of Oklahoma funded by the Federal Aviation Administration (FAA) or Oklahoma Department of Aerospace and Aeronautics (ODAA). Our team is fully aware and experienced in developing aviation projects, from inception through closeout.
- **A team of local experts** in their fields. Our proposed team is solely dedicated to aviation design and construction projects, offering a comprehensive understanding of issues and proven solutions for the airport's proposed development.
- **Established working relationships** with the FAA Southwest Region and ODAA staff that have resulted in timely reviews and approvals on similar projects, allowing us to deliver your projects on time.
- An **understanding of your specific project improvement requirements and concerns** that will need to be addressed, as well as ideas for potential approaches and solutions.

Lochner will manage this contract from our Oklahoma City office and stay engaged with the Tahlequah staff every step of the way. We are also prepared to help with addressing issues and challenges that periodically arise during normal airport operations. Our job is to make your job easier—not just on an immediate need, but in the overall long-term bigger picture.

This commitment to frequent and honest communication—along with our expertise—is what sets us apart: A partnership with the Lochner Team involves a proven approach to projects with open lines of communication and collaboration to ensure your needs are being met.

Our team of aviation industry experts is excited about potentially partnering with you in Tahlequah's future growth and success. If you require additional information in your selection process, please do not hesitate to contact me at your convenience. Thank you for your consideration.

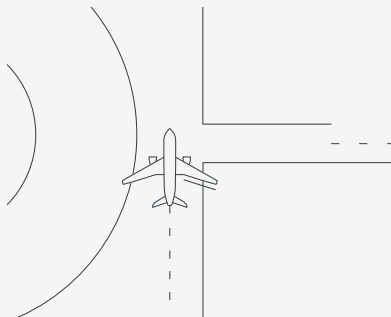
Sincerely,



Patrick J. Barnas, PE
Project Manager
405.437.5534
pbarnas@hwlochner.com



4	Company Background
7	Capability to Perform
12	Company Organization
18	Project Understanding
22	References
23	Certificate of Insurance



COMPANY BACKGROUND

Lochner Overview

Founded in 1944, Lochner provides planning, environmental, design, and construction management services for aviation, surface transportation, rail, and transit infrastructure clients. The firm has over 1,000 professionals throughout the U.S. who are client-focused and performance-driven. Lochner's aviation staff and past projects featured in this submittal demonstrate the firm's capability to work collaboratively with agencies to develop and implement innovative design and construction strategies that provide significant schedule, budget, and end-user benefits.

Lochner excels at delivering aviation solutions for both commercial and general aviation facilities. With a history of pioneering innovative approaches, project teams collaborate with public and private industry clients to plan, evaluate, design, and implement progressive concepts that maximize budgets, expedite schedules, extend asset life spans, and provide efficiencies through impact and maintenance reductions. **This history has led to well-respected working relationships with ODAA and FAA staff.**

Our team of professionals is responsive to the initial project scope and to changes that may arise over the life of a project. These individuals are also dedicated to developing strong relationships with clients that last beyond the project's successful completion. **Our success in this regard is evidenced by our long list of projects and high percentage of repeat clients.** Lochner's business and reputation continue to be built on four basic principles:

- Quality professional services
- Timely project production and delivery
- Accurately prepared plans, specifications, and reports that are well organized and thoroughly understandable
- Designing with an eye to the future to enable airports to take the next step in their development

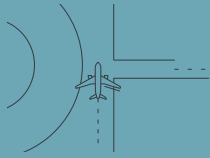
Subconsultants

The wealth of experience gained by Lochner's aviation staff on projects throughout the FAA Southwest Region has allowed us to refine our design and planning procedures, resulting in efficient, economical projects. We strive to provide the best available service in every aspect of airport development.

One of Lochner's strengths is maintaining continuity among all of our team members. This ensures all team members are informed about each project phase to allow for easier collaboration and decision-making, ownership and accountability of responsibilities, established connectivity, and a clear understanding of the project and client goals without hesitation. Lochner has loyal and trustworthy subconsultants we have used for many projects, including the following we propose to use for this TQH contract:

- Frontier Land Surveying (Disadvantaged Business Enterprise [DBE]) – Surveying
- Terracon – Geotechnical and Materials Testing
- GHN Architects + Engineers – Architectural
- DBE Plans and Goals Preparation Services (DBE) – DBE Administration

These subconsultants are some of the best in the industry with dedicated aviation expertise.



Since 2008, Lochner has completed 8 projects at TQH—totaling over \$3.8M in construction and planning efforts.



Frontier Land Surveying (DBE)



Frontier provides big firm expertise as a fearless small business. Their innovative approach to your surveying needs consistently yields

a foundational product as the first building block to a successful project. Frontier effectively delivers professional land survey services from general aviation surveys to large interstate interchange design surveys. Their "frontier" is among the extreme limits of understanding and achievement in the practice of land surveying, both in the field and the office. Frontier has countless hours of training and experience in various data collection methods and processing of both conventional survey and LiDAR data sets. The exceptional knowledge, expertise, and skill they possess translates into a product that you can be confident is a firm foundation for your design. Frontier understands they are only as good as their last project, therefore, they are passionate about providing unrivaled service. They are only content if you are satisfied with the product they deliver.

Joe Farmer, LS is Vice President for Frontier and has been responsible for managing survey crews, equipment and draftsmen along with performing a variety of surveys. His experience includes managing communications with co-workers, clients and the public while surveys are being performed, as well as generating proposals, cost estimates and schedules. In more than 19 years of providing land surveying services in the State of Oklahoma, Joe not only performs the surveying tasks in all aspects of the projects, but has been instrumental in formulating new policies and procedures for field crews and office staff to abide by, which delivers to clients the quality of product expected. He serves as project manager for all types of surveys, including various sizes and types of airport projects. Joe's experience as former Pilot and Air National Guard Officer provides an advanced knowledge of airport operations and requirements. He has completed numerous design topographic, boundary, and obstruction surveys at various airports throughout Oklahoma.

Terracon



Locally, Terracon has more than 90 employees in the Oklahoma City and Tulsa offices. Over its history, they have

achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 6,000 employees in more than 175 offices nationwide. Their success is evidenced by a current ranking of 20 in Engineering News-Record's 2023 listing of the Top 500 Design Firms, as compared to a ranking of 50 a decade ago. Terracon's growth is due to dedicated employees who

are responsive to clients, provide quality services, and take advantage of opportunities in the marketplace, allowing them to better serve their local institutions. Since 1981, Terracon's local presence and ability to draw from its team of professionals in their Oklahoma City, Tulsa, and Durant offices ensure they will be available to respond to your needs whenever those services are required. Terracon has performed geotechnical engineering services on 45 airport projects in Oklahoma in the last five years. With three Registered Professional Civil Engineers, two Oklahoma Licensed Drillers, and eight lab technicians, their team has the personnel and expertise to respond in a timely manner to nearly any challenge encountered.

Norman Tan, PhD, PE, LEED AP is a geotechnical department manager in Terracon's Oklahoma City, Oklahoma, office. He has 19 years of experience. His duties include project coordination, engineering analyses, proposal and report preparation, and supervision of field exploration and laboratory testing. He has been involved in geotechnical investigations for commercial buildings, storage tanks, water towers, communication towers, roadways, bridges, retaining walls, etc.

GHN Architects + Engineers



GHN is a multidiscipline architecture and engineering firm located in Springfield, Missouri that has been in continuous operation since 1930. GHN is a focused team of building planners committed to providing

long-term value in the construction industry. Their team of architects, engineers, and interior designers specialize in sensibly integrating proven technology with quality construction approaches for lasting results.

David Frohling, AIA, NCARB provides building design and architectural engineering coordination services as a consultant to Lochner's aviation group. He is based out of the Kansas City area as a Principal and Project Architect for Springfield-based GHN Architects+Engineers. David manages all aspects of building and renovation projects from inception to completion. His ability to interact with the customer and translate ideas into reality makes him a valuable asset to any project. He specializes in technical design integration, including coordinating the required engineering disciplines and building envelope design. He has a strong track record representing the Client's interests during construction. David serves as GHN's in-house representative for LEED® Accredited projects as needed.

DBE Plans and Goals Preparation Services



DBE Plans & Goals specializes in preparing DBE programs, goals, and small business elements for approval by the FAA as required by 49 CFR Part 26 in order for airports to obtain Airport

Improvement Program (AIP) funding. As a DBE firm with over 18 years of experience and a 100% approval rate by the FAA Office of Civil Rights, they provide a full service, knowledgeable, and expert approach to DBE program creation and goal preparation.

For more than 18 years, **Lauren Spillers** has specialized in preparing more than 275 DBE Programs and Goals submissions to the FAA Office of Civil Rights as required by 49 CFR Part 26 for airports to obtain AIP funding. Her firm maintains a 100% FAA Office of Civil Rights approval rating.

Agency Coordination Approach

Through our aviation work across Oklahoma, we have gained direct and insightful familiarity with the requirements and the ODAA and FAA's funding opportunities/cycles. Our dedication to building strong partnerships and delivering high-quality work for our clients has allowed Lochner to develop well-respected working relationships with staff at both agencies. We are in communication with ODAA on a weekly basis, and at times even multiple times a week, to keep them apprised of current projects and future needs at various airports.

This open line allows TQH's priorities to be in front of the state on a regular basis, and when opportunities for additional funding are available, the ODAA is already knowledgeable about the airport's needs and are typically more able to program funding for specific projects early.

One past example of working with FAA and ODAA for funding opportunities is when Lochner was in the design stages for two box hangars at the South Grand Lake Regional Airport (1K8), while also keeping the airport's needs for additional hangar space in front of both agencies. During design, the possibility for including a third hangar was realized based on market prices, and the possibility for additional funding was brought to the airport's attention. On an expedited schedule, Lochner adjusted the scope of the project to include multiple additive alternates, one of which included the addition of a third hangar as part of the bid package. All of this was coordinated with both ODAA and the FAA, which ensured the additional scope met the requirements to be eligible for funding. Our coordination on the State and Federal level and our understanding of the regulations for the proposed additional work, set 1K8 up for success when the bids received came in lower than expected, and the additional hangar was able to be included in the project.

Lochner's expertise in the ODAA and FAA's funding mechanisms and regulations provides TQH a resource that maximizes the available opportunities for growth.

Our effective relationship with both agencies has positioned Lochner to be another voice advocating for your needs. By keeping aware of potential opportunities, we are able to design with alternates in mind, thus maximizing the available funding when the opportunity arises.



SECTION 2 |

CAPABILITY TO PERFORM

Capability to Perform All Aspects of Projects

Lochner's aviation staff in Oklahoma City have the expertise to successfully address the variety of projects and tasks associated with your multi-year airport planning and engineering contract. The staff and projects featured in this statement of qualifications demonstrate our capability to work collaboratively with all project stakeholders to effectively implement and manage associated tasks to maximize funding and directly benefit the airport and its users. Lochner excels at delivering solutions for general aviation facilities that have included the following for Oklahoma airports.

- Grant administration
- Environmental documentation
- DBE program support
- Capital improvement programs
- Field survey
- Testing
- Inspection
- Airport layout planning
- Airfield lighting and signage
- New airfield paving
- Runway and taxiway extensions and widening
- NAVAID installation
- Pavement rehabilitation
- Hangars
- Perimeter fencing and gates
- Fuel systems
- Drainage improvements
- Road improvements
- Land acquisition
- Terminals

Relevant Project Experience

Representing our range of capabilities, the projects on the following pages highlight work our team is able to provide on TQH's multi-year planning and engineering on-call contract. Through these projects, Lochner has developed a well-respected working relationship with ODAA and FAA staff. The following table lists our clients for the last five years.

AIRPORT	CLIENT
Ardmore Downtown Executive Airport (1F0)	City of Ardmore, OK
Ardmore Municipal Airport (ADM)	Ardmore Development Authority
Buffalo Municipal Airport (BFK)	Town of Buffalo, OK
Christman Airfield (O65)	Town of Okeene, OK
Clarence E. Page Municipal Airport (RCE)	Oklahoma City Airport Trust
Clinton-Sherman Airport	Oklahoma Space Industry Development Authority
Cordell Municipal Airport (F36)	City of Cordell, OK
Elk City Regional Business Airport (ELK)	City of Elk City, OK
Gage Airport (GAG)	Town of Gage, OK
McAlester Regional Airport (MLC)	City of McAlester, OK
Mignon Laird Municipal Airport (93F)	City of Cheyenne, OK
Robert S. Kerr Airport (RKR)	City of Poteau, OK
Shawnee Regional Airport (SNL)	City of Shawnee, OK
South Grand Lake Regional Airport (1K8)	Town of Ketchum, OK
Stroud Municipal Airport (SUD)	City of Stroud, OK
Tahlequah Municipal Airport (TQH)	City of Tahlequah, OK
Tulsa International Airport (TUL)	Tulsa Airports Improvement Trust
Waynoka Municipal Airport (1K5)	City of Waynoka, OK
West Woodward Regional Airport (WWR)	City of Woodward, OK
Wiley Post Airport (PWA)	Oklahoma City Airport Trust
Will Rogers World Airport (OKC)	Oklahoma City Airport Trust



Similar Project Elements

Full-service airport development support | Plan and construction document preparation | Compliance with ODAA and FAA procedures and requirements

Tahlequah Municipal Airport (TQH)

Tahlequah, OK | Client: City of Tahlequah

Lochner has been providing engineering, construction, and planning services for the Tahlequah Municipal Airport since 2008. During that time, Lochner has completed a land acquisition project, airfield electrical improvements, and pavement improvements, including:

- Runway Rehabilitation Study – Through a direct contract with ODAA, Lochner has completed field investigations of the runway's existing subsurface and surface conditions and the existing edge grading. The study is exploring multiple options for pavement rehabilitation—identifying areas where reconstruction and replacement of the pavement's subsurface may be required—and needs for addressing safety area grading requirements. TQH and ODAA will use this study to program additional discretionary and state apportionment federal funds toward a comprehensive runway rehabilitation. The project will also include replacing the existing runway edge lighting system with a new LED system in can and conduit. With the runway lighting replacement, TQH will have installed new or replaced all of its lighting infrastructure over the past several years.
- Lighting and Navigational Aid Improvements – Supporting the installation of new LED taxiway edge lights and signs as well as Runway 17-35 PAPIs and associated vault modifications. Safety was improved with the replacement of the 4-box PAPI system by providing a reliable system for pilots.
- Runway Reconstruction – Design and construction management for reconstruction of 200' by 75' section of Runway 17-35 to address settling and rehabilitation of remaining runway and parallel taxiway pavements. Design for joint and crack repair and seal coat treatments of remaining 4,800' of runway and 5,000' by 35' parallel taxiway.
- Construction Management Services – Provided assistance during the project's bidding phase, updated the airport's DBE program, and responsible for construction administration, construction observation, and project closeout.



Similar Project Elements

Full-service airport development support | Plan and construction document preparation | Compliance with ODAA and FAA procedures and requirements

South Grand Lake Regional Airport (1K8)

Ketchum, OK | Client: Town of Ketchum

Lochner has provided a variety of land acquisition, planning, engineering, and construction management services during the airport's expansion, including:

- Construction of new primary runway (Runway 18-36) – Updating ALP to reflect existing conditions, developing recommendations to complete the expansion, and assisting the Town in securing funding from the FAA. With Lochner's support, the Town successfully applied to become part of the FAA's National Plan of Integrated Airport Systems (NPIAS) and received funding for the expansion of the facility.
- Environmental Assessment (EA) – Assessment to support the acquisition of four tracts of vacant agricultural land intended for the use of the runway safety and obstacle-free areas (the firm completed a Phase I ESA for land before the funding application), and assisting the Town through the acquisition process.
- Infrastructure Design – Performing design, bidding, and construction administration services for 200' expansion of the fuel area apron, as well as taxiway construction, installation of medium-intensity runway lights (MIRL), runway widening and overlay, and preliminary engineer's design report for a new parallel taxiway system.



Similar Project Elements

Multi-year planning, engineering, and construction management contract | Plan and construction document preparation | Compliance with ODAA and FAA procedures and requirements

Elk City Regional Business Airport (ELK)

Elk City, OK | Client: City of Elk City

Lochner has provided planning, engineering, and construction management services for the Elk City Regional Business Airport since 2015. Under a multi-year on-call contract, Lochner has completed a terminal area plan, water line relocation, and various pavement improvements.

Lochner provided engineering design services to prepare plans and construction documentation for the reconstruction and widening of the asphalt pavement on 3,600 feet of Taxiway A. The remaining 1,400' section of taxiway was rehabilitated under a separate contract. To accommodate B-II aircraft, the taxiway width needed to be increased by 5 feet. Lochner prepared a widening justification report, which included new LED medium-intensity taxiway lights (MITLs) as part of the City's application for increased project funding from the FAA. Lochner included crack seal treatment of the aircraft parking apron in the project design. Construction management, administration, and materials testing services were provided for the taxiway reconstruction.

Additionally, Lochner completed an apron hardstand project to provide a high-strength parking location for aircraft through the ODAA's Statewide Apron Program. Lochner's planners also completed a terminal area development plan to assist the City in maximizing use of airport property to satisfy tenants' increased demand for hangar space.



Similar Project Elements

Full-service airport development support | Plan and construction document preparation | Compliance with ODAA and FAA procedures and requirements

West Woodward Regional Airport (WWR)

Woodward, OK | Client: City of Woodward

Lochner has provided planning and engineering services for West Woodward Regional Airport since 2013, including:

- New Airport Action Plan – Development of five-year CIP for short-term high-priority projects and a 20-year development alternative for projected long-term needs. Short-term recommendations include extending Runway 17-35 to 5,600', improving the safety area, acquiring land to north and south, establishing enhanced approach procedures, and reconstructing/reconfiguring the taxiway system. Long-term recommendations include extending Runway 17-35 to 6,800' and the crosswind runway to 4,000'.
- Runway 17-35 Safety Area Improvements – Design and construction management of improvements to bring the safety area into compliance with FAA standard criteria and addressing drainage improvement needs.
- New Automated Weather Observation System (AWOS) – Designed new AWOS in under a week as part of emergency request, including working with the FAA to secure funding in advance of typical FAA grant dates.
- Rehabilitation of North Taxilanes – Design and construction documentation for rehabilitation work and supported with FAA/ODAA grant applications.
- Apron & Lighting Upgrades – Design for reconstruction of main apron, including pavement and geometric design and evaluation of cost saving alternatives such as recycled construction materials. Lochner also designed a new lighting system for Runway 17-35, including LED runway lights placed in a full conduit system to reduce long-term maintenance.



Similar Project Elements

Full-service airport development support | Plan and construction document preparation | Compliance with ODAA and FAA procedures and requirements

Ardmore Airports (ADM and 1F0)

Ardmore, OK | Owner: City of Ardmore

Since 2009, Lochner has been providing the City planning, engineering, and construction management services at Ardmore Municipal Airport (ADM) and Ardmore Downtown Executive Airport (1F0).

- Taxiway Construction – Design and construction services for the reconstruction of Taxiway A and construction of partial Taxiway E to serve Runway 13 at ADM. The projects also consisted of removing unusable pavements and grade adjustments to maximize drainage flow away from the terminal.
- Airfield Lighting and Runway/Taxiway Rehabilitation – Design and construction services for 1F0 to install new LED MIRLs, runway guidance lights, and a new homerun circuit for a new runway circuit. Rehabilitated Runway 17-35 and the parallel taxiway through crack seal and seal coat, edge grading, and re-marking.
- Infield Drainage Improvements – Design and construction services for the infield drainage system consisting of reinforced concrete pipe parallel to Runway 17-35 at ADM.
- RPZ Land Acquisition – Land acquisition services required for the City of Ardmore to possess full ownership and control the land within the north Runway Protection Zone at 1F0.



Similar Project Elements

Full-service airport development support | Coordination with ODAA and City staff | Compliance with ODAA and FAA procedures and requirements

Oklahoma Airports Improvement Projects

Various Locations, OK | Client: ODAA

Lochner was selected for completion of improvements at five general aviation airports across west Oklahoma. Projects include initial planning, design, and bidding services. The projects were recently constructed at the following airports:

- Cheyenne, OK – Crack seal pavement and install runway edge lights
- Cordell, OK – Crack seal, seal coat runway, and install 2-box precision approach path indicator (PAPI) system
- Gage, OK – Crack seal and seal coat runway
- Okeene, OK – Crack seal, seal coat runway, and install runway lighting
- Waynoka, OK – Asphalt overlay rehabilitation of Runway 17-35

Lochner worked closely with city staff at each airport location to familiarize them with FAA and ODAA procedures and requirements through project conception and design to FAA funding drawdowns. Lochner will continue support through construction, providing part-time inspection, project construction management, and project closeout.

Ability to Complete Projects on Time and on Budget as well as Meet Schedules and Deadlines

Lochner's aviation staff in Oklahoma City have the expertise to successfully address the variety of projects and tasks associated with your multi-year airport planning and engineering contract. The staff and projects featured in this statement of qualifications demonstrate our capability to work collaboratively with all project stakeholders to effectively implement and manage associated tasks to maximize funding and directly benefit the airport and its users. Lochner excels at delivering solutions for general aviation facilities that have included the following for Oklahoma airports.

To procure FAA funding, project scheduling begins years before the project design and construction begin. Lochner works closely with TQH staff to program its desired projects in the National Plan of Integrated Airport Systems (NPIAS) and Airports Capital Improvement Plan (ACIP) process years in advance. This includes cost estimating, environmental, planning, and justification required by ODAA and FAA for the airport to be in a position to receive the grant funds. Once the project is moving forward, Lochner works closely with the airport, ODAA, and FAA to establish a schedule that meets the funding requirements.

During design, significant milestones for plan reviews, bidding, and submitting grant applications at the expected FAA time schedule are required. These milestones to meet FAA schedules must also be synced with TQH schedules to allow review and approval to accept and move forward with the project. Lochner evaluates each project individually to determine a realistic construction time period with the intent to minimize airport and tenant inconvenience.

Completing projects within budget is a major factor in the success of our aviation team. Our experience provides us the ability to foresee potential problems during the planning, design, and construction phases. On numerous occasions, our engineering projects have had funds remaining that roll forward to the next project and maximize our client's non-primary entitlement (NPE) funds. In the event that bids come in higher than the programmed budget, we will work with the contractor to negotiate savings within the project to allow for the project to still be built.

Cost Overruns Can be Avoided by:

- A definitive set of plans and specifications
- Flexibility built into the project during the design phase
- An informative pre-bid conference to ensure project details are conveyed to prospective contractors
- Rigid testing procedures

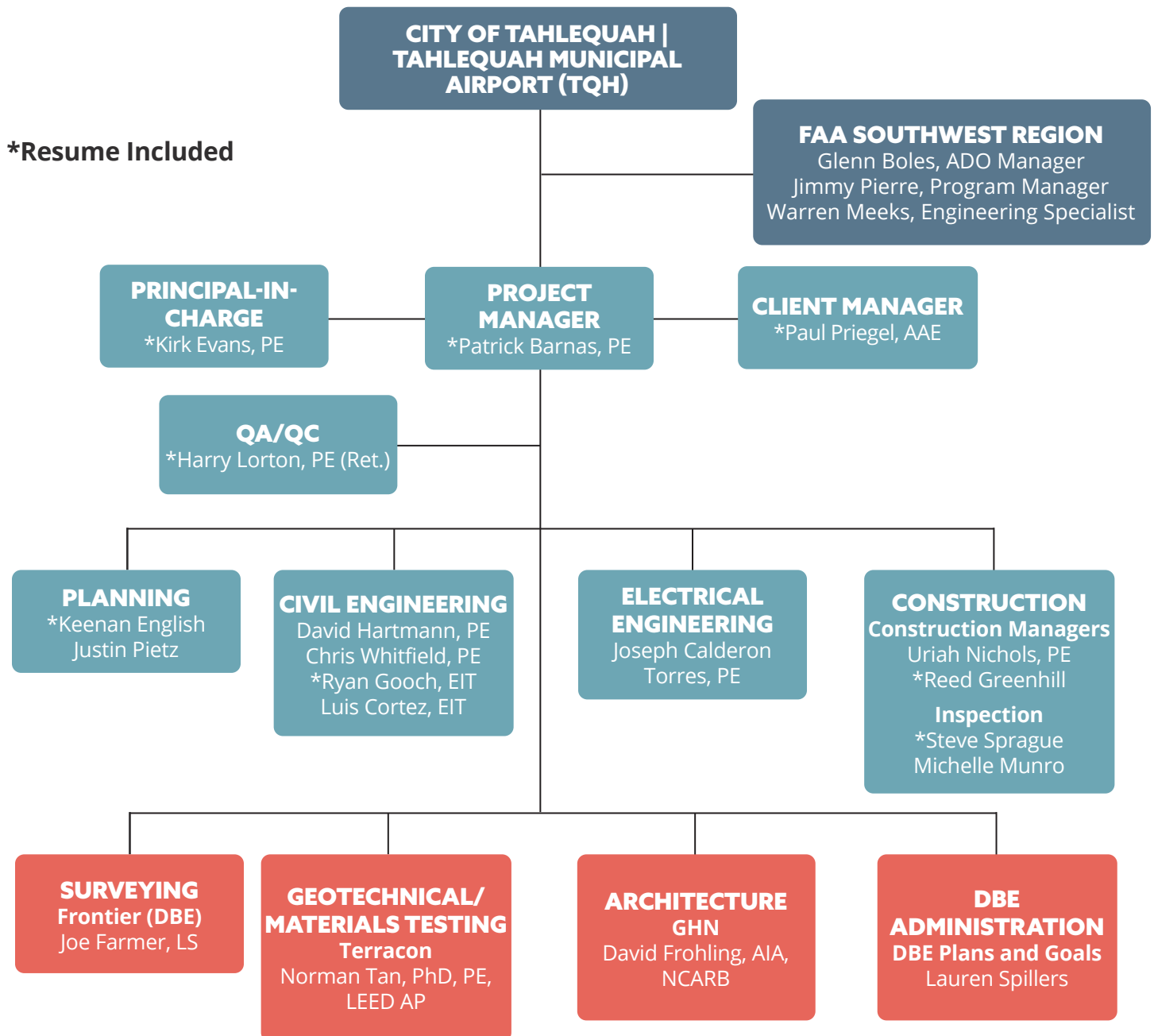
AIRPORT	PROJECT DESCRIPTION	ENGINEER'S ESTIMATE	LOW BIDDER'S PRICE	FINAL COST	FINAL COST % OF BID PRICE
Ardmore, OK	Apron Reconstruction Ph II	\$551,705	\$452,229	\$443,489	98%
Ardmore, OK	Reconstruct Taxiway A	\$5,690,130	\$5,739,575	\$5,604,498	98%
Elk City, OK	Install Approach Lighting System	\$198,124	\$201,880	\$201,880	100%
Elk City, OK	Reconstruct & Widen Parallel TW	\$1,895,251	\$1,242,452	\$1,247,095	100%
Elk City, OK	Rehabilitate Runway 17-35	\$275,000	\$212,455	\$212,455	100%
Guthrie, OK	Pavement Rehabilitation	\$596,482	\$520,603	\$504,587	97%
Ketchum, OK	Widen and Overlay Runway 18-36	\$4,241,143	\$4,713,351	\$3,963,515	84%
Poteau, OK	Install RW Lights, PAPIs, REILs	\$399,049	\$352,036	\$352,036	100%
Shawnee, OK	Drainage Improvements	\$741,000	\$636,000	\$607,000	95%
Shawnee, OK	Construct Hardstand	\$138,228	\$107,536	\$103,594	96%
Tahlequah, OK	Install PAPIs	\$205,628	\$204,710	\$203,583	99%
Tahlequah, OK	Pavement Rehabilitation	\$734,559	\$690,092	\$664,000	96%
Woodward, OK	Apron Reconstruct & RW Lights	\$1,761,940	\$1,730,433	\$1,706,692	99%
Woodward, OK	Rehabilitate Runway 17-35	\$728,871	\$662,600	\$655,248	99%

SECTION 3 |

COMPANY ORGANIZATION

The Lochner Team's commitment to meet all of this project's required services is demonstrated by the structure we have established in the following organizational chart. We have identified experts for each service who will be available to TQH in a timely manner when the need arises. Lochner's Project Manager, **Patrick Barnas, PE**, will work with your staff to ensure the project meets your needs, coordinate closely with our subconsultants, and communicate effectively with key staff to **ensure project elements and time frames are met with optimum efficiency**.

Organization Chart





EDUCATION

BS in Civil Engineering, Oklahoma State University

REGISTRATION Professional Engineer: OK, TX, FL

Kirk Evans, PE

Principal-in-Charge | 16 Years of Experience

Kirk is a Director within Lochner's aviation group that has provided services for aviation projects throughout the FAA Southwest Region, ranging from project management, design, and engineering and construction management. He has prepared design reports, preliminary and final plans, specifications, and estimates for a full range of air and landside projects. The management of Lochner's team is founded on the ability to provide instant communication with the client and contracting staff. Kirk's comprehensive experience combined with his knowledge of airport functions provides him with an understanding of the bigger picture—potential impacts to schedule which can affect the budget.

Relevant Experience

Multi-Year Planning & Engineering | City of Tahlequah | Tahlequah Municipal Airport, Tahlequah, OK

Principal-in-Charge for the 5-year, on-call contract to provide planning, engineering, construction management, grant administration, and agency/stakeholder coordination.

Wayfinding Signage Design & Implementation | Dallas Fort Worth International Airport | DFW Airport, TX

Principal-in-Charge for providing signage design, planning, and engineering to implement the wayfinding and signage standards identified in DFW's Signage Master Plan.

Multi-Year Planning & Engineering | Town of Ketchum | South Grand Lake Regional Airport, Ketchum, OK

Principal-in-Charge for the five-year, on-call planning and engineering services contract that included apron expansion, runway overlay and widening, hangar development, planning for future airport development and growth, grant administration, construction management, and stakeholder coordination.



EDUCATION

BS in Civil Engineering, Oklahoma State University

REGISTRATION Professional Engineer: OK, NM

Patrick Barnas, PE

Project Manager | 13 Years of Experience

Patrick is an engineer and project manager serving aviation clients across Oklahoma. He joined the firm in 2014 with three years' experience in the inspection and management of new construction and rehabilitation of runway, taxiway, and apron pavements; airport lighting and signage systems; storm water drainage analysis and improvements; perimeter fencing; and obstruction analysis and mitigation. He is an expert in multi-year on-call contract management for Oklahoma airports, FAA and ODAA compliance/coordination, general aviation project design and development.

Relevant Experience

Multi-Year Planning & Engineering | City of Tahlequah | Tahlequah Municipal Airport, Tahlequah, OK

Project Manager for the 5-year, on-call contract to provide planning, engineering, construction management, grant administration, and agency/stakeholder coordination.

Taxiway A Rehabilitation and Taxiway E Construction | City of Ardmore | Ardmore Municipal Airport, Ardmore, OK

Lead Design Engineer for the reconstruction of Taxiway A and the project manager for construction of Taxiway E, a partial parallel taxiway serving Runway 13. Responsible for managing construction services, grant administration, and agency/stakeholder coordination.

Multi-Year Planning & Engineering | Town of Ketchum | South Grand Lake Regional Airport, Ketchum, OK

Project Manager for the five-year, on-call planning and engineering services contract that included apron expansion, runway overlay and widening, hangar development, planning for future airport development and growth, grant administration, construction management, and stakeholder coordination.



EDUCATION

BS in Psychology, Oklahoma State University

MS in Aviation and Space, Oklahoma State University

Paul Priegel, AAE

Client Manager | 13 Years of Experience

Paul previously served as the Airport Director at Stillwater Regional Airport (SWO). Since Stillwater did not have daily commercial service prior to 2016, Paul and his team developed federal programs and plans for both FAA and TSA regulation compliance. Turning a World War II general aviation airport into a commercial service facility required millions of dollars in capital improvements, a complete Master Plan Update, and a total transformation of the airport's business model. In addition to securing over \$60 million in Federal and State grants, Paul also developed diverse revenue opportunities for the airport through the initiation of Passenger Facility Charges, modernizing of the Airport's Rate and Charges, and developing many other programs to foster retail development such as paid advertisement, concessionaires and rental cars.

His airport project experience has included apron and taxiway reconstructions and expansions, airfield electrical, security and access control, commercial terminal design, air traffic control tower siting, fuel farm systems and the acquisition of airport operations, ARFF, and Snow Removal Equipment (SRE) acquisition. Paul currently serves on several national-level boards with AAEE.

Relevant Experience

Tahlequah Municipal Airport Master On-Call | City of Tahlequah, OK

West Woodward Regional Airport PREP Fund Projects | Woodward, OK

Elk City Regional Business Airport Terminal and Corporate Hangar | Elk City, OK

Tulsa International Airport Wayfinding System | Tulsa Airports Improvement Trust, OK

Will Rogers World Airport Master On-Call | Oklahoma City Airport Trust, OK

South Grand Lake Regional Airport Land Acquisition and Development | Town of Ketchum, OK



EDUCATION

BS in Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer: OK, NM

Harry Lorton, PE (Ret.)

QA/QC | 37 Years of Experience

Harry has airport engineering, project management, and airport development experience for general and commercial airports in Texas. Harry retired from the TxDOT Aviation Division where he managed and provided QA/QC on over 100 airport general aviation projects for various City and County Sponsors, from initial project development through design and construction. He has also worked for the Houston Airport System coordinating the CIP, land development, and infrastructure improvements.

While working for TxDOT Aviation, he served in the role of Project Manager and later as Director of the Engineering Division, and is well acquainted with the decision-making matrix from project conception, funding through design, and coordinating with engineering, consultants, sponsors, and the FAA. He would then work with the project team and contractors to bid and build the plans into a successfully completed project.

Relevant Experience

TxDOT Statewide Airport Maintenance PS&E/Construction Admin. | TxDOT Aviation |

Various Locations, TX

Reviewing and assisting with project documents including plans, specifications, and cost estimates.

TxDOT MIRL and Electrical Vault Replacement | City of Gladewater | Gladewater Municipal Airport

Reviewing and assisting with project documents including plans, specifications, and cost estimates.

Runway Extension PS&E/Construction Admin. | City of Conroe | Conroe-North Houston Rgnl. Airport Conroe, TX

Project manager of the engineering design consultant during the project's design and construction phases.



EDUCATION

MS in Public Administration,
University of Central Oklahoma

BS in Aviation Management/
Business Administration,
University of Oklahoma

Keenan English Planner | 11 Years of Experience

Keenan brings over a decade of aviation experience to the Lochner's aviation group. His career began as a manager of a General Aviation airport, leading airport staff in capital improvement projects, property management, business development, and budgeting. Reporting directly to the City Manager in this role, Keenan is very familiar with the balance it takes to operate an airport and justify municipal spending. Keenan later worked as a Program Manager for an international airport, focusing on activities related to airport-owned real estate development, lease and contract management and compliance, and property management. Keenan brings a unique perspective to the Lochner aviation planning team by ensuring planning documents created for clients are practical and easily implementable.

Relevant Experience

Master Plan Update | City of Poteau | Robert S. Kerr Airport, Poteau, OK

Served as Airport Planner in the effort to justify airport expansion by conducting an Airport Master Plan update that included enhancements in airside and landside facilities, as well as the need for a longer runway.

Surplus Land Release | City of Shawnee | Shawnee Regional Airport, Shawnee, OK

Provided real estate services and FAA coordination to assist in releasing several acres of airport property to be used as non-aeronautical commercial use. Services included drafting the release request, updating the Airport Layout Plan (ALP), performing the chain-of-title, assisting with land surveys, and reviewing construction plans for airspace compliance.

Runway 13-31 Length Justification | City of Moberly | Omar N. Bradley Airport, Moberly, MO

Determined length requirements for Runway 13-31 in the Airport Development Plan and worked with the airport sponsor to create rules and regulations to incentivize users to purchase fuel from the airport and standardize routes for taxiing and hauling supplies.



EDUCATION

BS in Civil Engineering, Oklahoma
State University

REGISTRATION

Engineer-in-Training: OK

Ryan Gooch, EIT Civil Engineer | 7 Years of Experience

With Lochner's aviation team, Ryan is involved in design for new construction, reconstruction, and rehabilitation of airport pavements. His design responsibilities include horizontal and vertical alignment, cross section, concrete and asphalt pavement design, pavement marking, development of Construction Safety Phasing Plans (CSPP), and hangar and taxiway development. Furthermore, Ryan has been responsible for the design of multiple runway edge lighting projects, taxiway edge lighting projects, airfield signage layout, Precision Approach Path Indicator (PAPI), Runway End Identifier Lights (REIL), and Omni-Directional Approach Lighting System (ODALS). Outside of design, he is involved in the development of project plans and specifications, submission of 7460 FAA Forms, contract administration, construction inspection, and preparation of pre- and post-grant requirements for a wide range of airport improvement projects.

Relevant Experience

Multi-Year Planning & Engineering | City of Tahlequah | Tahlequah Municipal Airport, Tahlequah, OK

Civil Engineer for the five year, on-call planning and engineering services contract to provide planning, engineering, construction management, grant administration, and agency/stakeholder coordination.

Multi-Year Planning & Engineering | Town of Ketchum | South Grand Lake Regional Airport, Ketchum, OK

Civil Engineer for the five-year, on-call planning and engineering services contract that included apron expansion, runway overlay and widening, hangar development, planning for future airport development and growth, grant administration, construction management, and stakeholder coordination.

Multi-Year Planning & Engineering | City of Elk City | Elk City Regional Airport, Elk City, OK

Civil Engineer for the five year, on-call planning and engineering services contract to provide planning, engineering, construction management, grant administration, and agency/stakeholder coordination.



EDUCATION

Construction Management
Studies, Oklahoma State
University

Reed Greenhill

Construction Manager | 15 Years of Experience

Reed has over 15 years of relevant experience and has successfully completed projects throughout the FAA Southwest Region. Reed has experience working for a turnkey heavy civil contractor. His experience includes bidding, coordinating, and managing projects, ranging from minor pavement rehab projects to large interstate highway interchanges with contract values ranging from \$1 million to more than \$150 million. Reed has worked with departments and transportation, transit authorities, and other agencies to complete high quality projects from the pre-construction phase through the final completion and acceptance of the projects. His project coordination efforts have focused on the timely delivery of project controls including, change orders, pay applications, document control, conflict & claim resolution, as well as scheduling.

Relevant Experience

New Terminal Building | City of McAlester | McAlester Regional Airport, McAlester, OK
Provided construction project coordination and oversight for the construction of a new Main Terminal Building. Tasks include maintaining communication with the client and contractor including the distribution or review of project submittals, RFIs and pay applications.

Storm Sewer Rehabilitation | City of Shawnee | Shawnee Regional Airport, Shawnee, OK
Provided construction project coordination and oversight for the a storm sewer rehabilitation task order. Tasks include maintaining communication with the client, contractor, and inspection staff, including the distribution or review of project submittals, RFIs and pay applications.

Taxiway E | City of Ardmore | Ardmore Municipal Airport, Ardmore, OK
Construction project leader for the Lochner team, coordinating the project efforts from pre-construction into construction and managing the onsite inspection team. Tasks included hosting the project meetings and processing submittals, RFIs, work plans, pay applications, and schedules with the contractor and client. Reed also acted as a liaison and coordinated with additional stakeholders, including the FAA and utility operators with assets in the footprint of the project.



EDUCATION

BS in Construction Management,
Boise State University

Steve Sprague

Inspector | 28 Years of Experience

Steve has over 28 years of construction inspection experience, including many Lochner aviation projects throughout Oklahoma, Missouri, and Kansas. He has also served as a construction document control manager for aviation and transportation projects. Steve is certified in many inspection categories, including Inspection Qualification Program (IQP) certifications; full ODOT certifications, full MoDOT certifications; KDOT certifications in basic inspection, concrete paving inspection, structures inspection, asphalt paving inspection, and aggregate field tester; and traffic control supervisor certification. He also has full Western Alliance for Quality Transportation Construction (WAQTC) certifications with experience on projects in Idaho, Washington, Oregon, and Utah. His transportation inspection services have included mowing and striping; rock removal and blasting; roadway building and rehabilitation; steel, concrete, and box culvert voided slab bridge projects; and railroad projects.

Relevant Experience

Master On-Call Improvements | City of Tahlequah | Tahlequah Municipal Airport, Tahlequah, OK
Construction Inspector for construction management, onsite construction observation, and materials testing at the Tahlequah Municipal Airport for the rehabilitation of airport apron and RSA. Duties include the submission of regular reports, the hosting of regular coordination meetings, the oversight of materials acceptance testing, and the review of shop drawings.

Multi-Year Planning & Engineering | Town of Ketchum | South Grand Lake Regional Airport, Ketchum, OK
Construction Inspector for the five-year, on-call planning and engineering services contract that included apron expansion, runway overlay and widening, hangar development, planning for future airport development and growth, grant administration, construction management, and stakeholder coordination.

Current Workload

Lochner's aviation team has the depth of resources and expertise to ensure that projects and tasks that come through this multi-year, on-call contract will be delivered successfully and within required schedules. Our team maintains regular communication to stay apprised of current and upcoming workloads, the full schedule of FAA grant requirements and deadlines, as well additional tasks that may surface from time to time. The following table displays our current active projects.

CLIENT	PROJECT	AIRPORT
Ardmore Development Authority	Construct and Realign Taxiway C, D, & E	Ardmore Municipal Airport
Ardmore Development Authority	Construct South Cargo Apron	Ardmore Municipal Airport
Ardmore Development Authority	Road Realignment and Sewer Improvements	Ardmore Municipal Airport
City of Tahlequah	Rehabilitate Apron and Runway PER	Tahlequah Municipal Airport
Town of Ketchum	Construct Executive Hangars	South Grand Lake Regional Airport
Oklahoma City Airports Trust	Parking Lot Overlay	Will Rogers World Airport
City of Elk City	Terminal and Corporate Hangar	Elk City Regional Business Airport
City of Stroud	Hangar	Stroud Municipal Airport
Town of Buffalo	Rehabilitate Runway	Buffalo Municipal Airport
City of Woodward	Construct Connecting Taxiway	West Woodward Regional Airport
City of McAlester	New Terminal Building	McAlester Regional Airport
City of Shawnee	Terminal Area Plan	Shawnee Regional Airport

THE LOCHNER TEAM DIFFERENCE



SECTION 4 |

PROJECT UNDERSTANDING

Project Understanding and Approach

The Tahlequah Municipal Airport (TQH) is committed to providing a quality airport for the citizens of the City of Tahlequah, which is evident by the 5-year Capital Improvement Plan (CIP) in place. Lochner is committed to assisting Tahlequah in meeting the goals outlined in their CIP with funding assistance from the FAA and ODAA. We recognize the FAA's high standards and the challenge that contractor's face to meet those standards.

The FAA has high standards for airport construction because the traveling public's safety is of great importance. The FAA also wants to ensure that the airport at the City of Tahlequah will have quality pavement for years to come. Unfortunately, some contractors are unable to meet this high level of quality, as shown recently with the TQH apron rehabilitation project that is under construction. We are performing our due diligence to ensure the project is completed as soon as possible with a contractor that can place quality pavement so the airport has an asphalt apron that lasts for years to come. This will also lead to the FAA accepting the project and reimbursing the City of Tahlequah as agreed in the grant agreement, which is also important for future FAA funding assistance. We have witnessed airports accepting poor quality work that did not meet the requirements of the grant from FAA, and funding was withheld as a result. We are committed to ensuring that this will not happen to the City of Tahlequah, and we will continue to work with the City and TQH to assist and guide through the process.

Lochner has a proven track record of providing on-call engineering contracts for our clients, many of which are repeat clients who have been with us for over a decade. We believe this is due to our professionalism and quality of work, but also our understanding of most if not all of the potential projects that an airport may experience over time. As TQH's on-call consultant since 2008, we are very familiar with the kind of projects you have coming up. The graphic below visualizes TQH's potential projects over the next five years.



TQH's Upcoming Projects for the Next 5-Year On-Call Period

LOCHNER'S 3-STEP PROJECT APPROACH



Collaborate and Analyze

Perform field analysis and engage stakeholders by listening, learning, and discussing to identify vulnerabilities and prioritized needs.



Integrate Expertise

Identify and deploy the right team of experts to develop and design reasonable, cost-effective solutions that align with TQH's overall goals.



Implementation

Create and deliver well-designed plans and specifications that create a path for timely implementation.

Through our regular communications of TQH's priorities to ODAA and FAA, the City and airport are well-positioned for several upcoming projects. Lochner is currently in the study phase for a runway rehabilitation project that ODAA will utilize to program additional federal funding through Discretionary and State Apportionment allocations. The runway rehabilitation project will address various issues that the pavement has been showing over the years, including base failure, cracking, inconsistent pavement thicknesses, and safety area grades. This project will also incorporate a new runway edge lighting system. The existing system is a stake-mounted, direct-bury cable system that is not only outdated, but has also been a maintenance issue for the airport for the past several years. The new system will include LED light fixtures installed with a can and conduit system that will provide many more years of service with significantly less maintenance over the system's life. Our regular discussions with ODAA have kept both the runway surface issues and the runway lighting issues in front of the funding agencies, setting the TQH up for success when the opportunity for additional federal funding becomes available—as will be the case with this project.

Lochner understands our responsibility is not only to keep TQH's priorities in front of FAA and ODAA, but to also play a role in aligning your priorities with the funding agencies. One example is with the future taxilane and hangar project that has been programmed by ODAA. The initial proposal from the State was to build a taxilane and the first box hangar for a future box hangar development area. While hangar space is always needed at airports across the state, we understood that in TQH's case, T-hangars are in higher demand than a single box hangar. Lochner has had multiple discussions with ODAA to help align the State's priorities with the actual needs on the ground at TQH. As a result, the State has conditionally agreed to adjust the project to utilize existing taxilane pavement where a new T-hangar can be built while still building the new taxilane that will allow for box hangars to be built in the future as demand increases.

The partial perimeter fence and security gate project will be important for improving safety from wildlife and the general public that can cause unintentional runway incursions. This was moved off of TQH's latest CIP, as priorities have changed over the past year and it is typically a better use of federal funds to focus on larger airfield needs first. Our approach to this would be to help TQH coordinate the need with ODAA to try to leverage state funds in a combined project with the relocation and installation of a new AWOS system. The current system has exhibited increasing maintenance needs, and it is located in a position where the current east hangar development interferes with the proper operation of the system. Relocating the AWOS will allow it to have the proper clear zone around it, increasing its accuracy (thus, safety to the flying public); and it will allow for additional hangar development expansion to the north for years to come.

Lochner would be honored to have the opportunity at assisting you on these projects and continue our collaborative relationship that has resulted in successful projects at TQH. Although there are no shortages of engineering firms in the aviation sector, it is imperative that the right firm be chosen to entrust with large airport projects. Qualifications must be demonstrated through a proven track record of high-performance and customer satisfaction. Although there are many aspects of the design process, we feel the following are essential to ensure success on your upcoming projects.



TQH Runway Rehabilitation

Experience

Runway projects are, hands down, one of the most sensitive projects of any airport operator. Every day the runway is under construction is another day airport management and the community has to face reduced operations, revenues, and vital air access to the community. An experienced team ensures safety, efficiency, compliance, and quality. They understand the regulations, can streamline the project timeline, navigate bureaucratic processes, and implement rigorous quality control measures. When the clock is ticking, experience makes all the difference in completing a project on time and within budget.

Resources

With many of our airports being built years before design standards and detailed record keeping, airport projects are known to often reveal unexpected circumstances or other surprises. These issues range from unique ground conditions, unlabeled or abandoned utilities, environmental issues, and beyond. Even if there are no surprises discovered, major airport projects often involve a host of disciplines to accomplish the mission. These issues, if they arise, will almost certainly show themselves in the most inopportune time and every day searching for resources is another day of unproductivity. For that reason, it is vital the project team has a wide variety of resources available. Rather, it is in-house resources or those readily available on-call, an experienced team will go into a project hopeful for the best but prepared for whatever issues may arise.

Project Management

One of the most critical components of any project is how it is managed. Years of experience and a long list of resources can quickly become moot if the project is not managed correctly. The Project Manager provides leadership, organization, and effective communication—while also managing risks, allocating resources, and solving problems as they arise. Their role is crucial in ensuring the successful completion of the project.

Why Lochner?

Lochner recognizes the importance of selecting a consultant who understands and can meet the FAA and ODAA requirements for grant funding assistance. We have demonstrated this understanding and proven our abilities by winning grants and securing FAA funds for the City of Tahlequah since 2008, and because of that we hope the City will once again choose Lochner as their aviation consultant for this contract. We appreciate the City's confidence in us over the past 15 years and look forward to another 5 years assisting the City with meeting their goals.

Innovation on Past Projects to Produce Cost Savings

One of the best ways Lochner has used creativity and innovation on past projects has been through maximizing funding opportunities for clients that allow for flexibility in getting the **best bang for the available dollars**.

As an example of working with ODAA and FAA for funding opportunities, Lochner was in the design stages of a runway edge lighting and seal coat project at Ardmore Downtown Executive Airport while keeping the airport's needs for taxiway rehabilitation in front of both agencies. The airport had also recently begun having reliability issues with its Runway End Identifier Lights (REIL), but the funding for the lighting project had previously been programmed and the REILs would not be able to be included. During design, a possible opportunity for funding of a partial taxiway rehabilitation was brought to the airport's attention. On an expedited schedule, Lochner adjusted the scope of the project to include multiple additive alternates for portions of the taxiway rehabilitation and coordinated the design requirements with ODAA and FAA, ensuring that the additional scope meets the requirements to be eligible for funding. Additionally, we included new REILs in the bid package upon concurrence and understanding with the agencies that they did not feel that the additional work would be able to be funded. This coordination and understanding of the regulations for the proposed additional work positioned the airport for success when the bids came in lower than expected. Funding was then available for the additional taxiway work and the REILs. This project was constructed in 2021.



Ardmore Municipal Airport Realignment of Taxiway C

At Ardmore Municipal Airport, we have worked with both ODAA and FAA staff to advocate for several important airfield improvements including the upcoming runway rehabilitation, the construction and extension of Taxiway E, and realigning and reconstructing Taxiway C and D to improve aircraft mobility and airfield safety standards. Additionally, this demonstrates our approach to planning and designing in which we often design alternative elements into our projects, allowing the City to add to the base project in the event that construction bids are favorable for extra work.

These approaches provide flexibility to ensure that obligated federal funding and state grants are maximized for the greatest possible benefit to our clients.

QC/QA Program



Lochner has a cultural expectation that ensures our professional reputation is maintained and enhanced as a direct result of the quality services we provide to our clients. Exceptional service includes, in part, production of quality deliverables, schedule performance, and services within budget compliance. All Lochner project deliverables are subject to a structured internal quality control/quality assurance (QC/QA) process, including planning, environmental and engineering reports, plans, specifications, estimates, shop drawings, construction engineering inspection activities, progress reports, and client billings.

Lochner's aviation QC process includes a comprehensive review of client deliverables to ensure conformance with all applicable FAA standards and specifications, including Preliminary Engineering and Design Reports, Base Design Drawings, Construction Safety and Phasing Plans, Development of Project Plans and Specifications, and Airport Layout Plan requirements. For each project, a Quality Management Plan is developed. Quality checks and reviews are built into the project schedule, ensuring enough time is given to identify and address any findings. As an additional step, Lochner's QC/QA process is audited annually to ensure accuracy of development and maintenance throughout the life of the project.



SECTION 5 |

REFERENCES

City of Shawnee

Bonnie Wilson

Airport Manager
2202 Airport Drive, Shawnee, OK 74804
405.878.1625
bonnie.wilson@shawneeok.org

Ardmore Development Authority

Dan Luttrell

Airport Director, Vice President of Industrial Assets
410 West Main, Ardmore, OK 73402
580.389.5238
dluttrell@ardmore.org

City of McAlester

Chase Tindle

Airport Manager
28 E Washington Avenue, McAlester, OK 74501
918.558.2092
chase.tindle@cityofmcalester.com

City of Woodward

Michael Jones

Assistant City Manager
722 Main Street, Woodward, OK 73801
580.254.8545
mjones@cityofwoodward-ok.gov

South Western Oklahoma Development Authority

Elesia Church

Grant Administrator
PO Box 569, 420 Sooner Drive, Burns Flat OK 73624
580.562.5041
lisa@swoda.org



Shawnee Regional Airport



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.670.5324 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 770.670.5324
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Continental Insurance Company		35289
INSURER B : National Fire Insurance Co of Hartford		20478
INSURER C : American Casualty Co of Reading, PA		20427
INSURER D : Beazley America Insurance Company, Inc.		16510
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1829002170**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7018734441	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			7018734438	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7018734407	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC718734424 WC718734410	5/1/2023 5/1/2023	5/1/2024 5/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability incl. Pollution Liability			C2AEA4230401	5/1/2023	5/1/2024	Per Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: TQH -Tahlequah Municipal Airport - RFQ for MOC 5 yr contract.

City of Tahlequah is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Tahlequah
Tahlequah Municipal Airport
111 S. Cherokee
Tahlequah, OK 74464

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUBMITTED BY

Lochner
6301 Waterford Boulevard, Suite 310
Oklahoma City, OK 73118

Contact: Patrick Barnas, PE | 405.437.5534

MINUTES
TAHLEQUAH CITY AIRPORT BOARD MEETING
Regular Meeting

Date: Thursday, June 20, 2024 Time: 5:30 p.m.

Held at 2100 Airport Parkway, Tahlequah, OK 74464

Agenda for the meeting was posted Tuesday June 18, 2024 at 11:00 a.m.

1. Meeting called **to order** by James Mahaney at 5:30 p.m.

2. **Roll call.**

Present:

Ward I Matt Cochran

Ward II Mark Hodson

Ward III James Mahaney

Ward IV Louis White

At Large Dower Combs

Others present:

Airport Manager Brian Lambert

Hunter Wallace

Absent:

3. Approval of April meeting minutes.

Board Member Dower Combs made a motion to approve, Board Member Louis White seconded the motion.

Vote Ayes: Mahaney, Combs, Dodson,
 Cochran, White, Motion Carried

Nays: None

4. Airport Manager`s monthly report.
Fuel Sales for April 1 through May 31

Fuel Type	Gallons	Sale
100LL	2,006	\$10,732
Jet A	3,169	\$16,320
Total	5,175	\$27,052

- Airport Manager Brian Lambert said as of June 19, there 5,766 gallons of Jet A fuel on hand and 4,016 gallons of 100LL on hand.

5. Discussion of ramp overlay.
 - Project is under litigation and no update at this time.
6. Discussion of recommendation for on-call 5-year engineering services.
 - a. Mark Hodson made a motion to recommend the use of Lochner Engineering, Louis White seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
7. Discussion of recommending approval of land lease for hangar 40 to Steve Kurtz.
 - a. Louis White made a motion to recommend approval, Matt Cochran seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
8. Discussion of recommending approval of land lease for hangar 41 to John M Thompson.
 - a. Louis White made a motion to recommend approval, Dower Combs seconded.
Vote: Ayes: Mahaney, Combs, Cochran, Hodson and White
Nays: None
Motion carried.
9. Louis White made a motion to adjourn, 2nd by Dower Combs adjourn meeting at 5:50p.m.
Vote: Ayes: Mahaney, White, Combs, Cochran and Hodson
Nays: None
Motion carried



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4s
Meeting Date 7/1/2024
Initiator
Office / Department Administration

Item Title

Approve a **Lease Agreement** with **DocServices, Inc.** related to the Senior Citizens Building located at 230 E. 1st Street, Tahlequah, OK 74464.

Background

DocServices, Inc. to lease Sr. Citizens Building and provide a support and nutrition services program for Tahlequah Area Senior Citizens.

Exhibits

1. 07.01.2024 DocServices, Inc.

Funding Source

Request

Lease Agreement

This Lease Agreement ("Agreement") is entered into on this 1st day of July, 2024, between DOCServices ("Lessee") and the City of Tahlequah ("Lessor") and is for the use of the Senior Citizens Building located at 230 E. 1st Street, Tahlequah, OK 74464 ("Facility") by Lessee subject to the below mentioned terms. Lessee shall use such Facility to conduct a nutrition and supportive services program for Tahlequah Area Senior Citizens.

This Agreement shall commence July 1, 2024, and continue for one (1) year, unless extended in writing signed by both parties ("Term"). This Agreement may be terminated by either party upon written notification, providing a minimum of sixty (60) days' notice.

Lessee Agrees to the following:

1. As part of said nutrition and supportive services program, Lessee shall make available during the Term at least one hundred and thirty-five (135) meals a day, five (5) days a week, during the normal hours of operation Monday through Friday from 6:00 a.m. to 3:30 p.m.
2. Lessee shall be responsible for clean-up and maintenance, including pest control services, of the Facility as well as the purchase and stocking of all customary consumables, i.e. paper products for restrooms, hand soap, etc., during said Term.
3. Lessee agrees to pay Lessor a yearly rent of \$1 on or before the 1st of January.
4. Lessee will maintain commercial liability insurance in amounts that are commercially reasonable for its respective commercial activities. Lessee will furnish Lessor with an insurance certificate evidencing such coverage's at least once annually and upon request.
5. Lessee hereby agrees to indemnify and hold Lessor and its contractors and employees, harmless from and against all claims, demands, liabilities, suites, or actions (including all reasonable attorney's fees incurred or imposed on Lessor in connection with the same) for any such loss, damage, injury, or other casualty, whether caused by a negligent act or omission of Lessee or its agents, contractors, or employees.
6. Lessee agrees to comply with 21 O.S. § 1247 and thereby prohibit smoking within the interior of the Facility and within 25 feet of any Facility entrance.
7. Lessee agrees to comply with the all ordinances of the City of Tahlequah.
8. Lessee assumes liability for any and all damage to the Facility and/or equipment contained in the Facility during its period of use.
9. Lessee agrees that furniture and fixtures owned by the Lessor will not be removed from the Facility.
10. Lessee agrees to not violate the maximum safe occupancy amount of 299.
11. Lessee agrees that Lessor has the right to perform inspections, as needed, during the Term.
12. Lessee agree to maintain the Facility in a condition that is clean, orderly, and free of trash, debris or other unwanted materials.
13. Lessee agrees to request written permission from Lessor, via the Tahlequah City Administrator, before making electrical, plumbing or other construction related modifications to the building.
14. Lessee agrees that the consumption of alcoholic beverages is prohibited at the Facility.
15. Lessee agrees to not sublease the Facility.

16. Lessee agrees to provide an updated copy of all equipment, machinery and/or supplies purchased with Title III (B) or (C) program monies. (Exhibit A-Insurance and Inventory List)
17. Lessee agrees not to impede on areas restricted to use by any co-tenant.

Lessor Agrees to the following:

1. Lessor agrees that any and all equipment, machinery and/or supplies purchased with Title III (B) or (C) program monies shall be recovered by Lessee, or grantee to Lessee, upon termination of this Lease or expiration of the Title III Senior Nutrition Program. (Exhibit A-Inventory List)
2. Lessor assumes no responsibility for any personal property, equipment, or furniture brought into the Facility.
3. Lessor will provide the Facility to Lessee from 6:00 a.m. to 3:30 p.m. Monday through Friday.

Notice may be served on the parties as follows:

a. If to Lessor:

Name: Suzanne Myers
Title: Mayor
Address: 111 S. Cherokee, Tahlequah, OK 74464

b. If to Lessee:

Name: DOCServices, Inc.
Title: B.J. Mooney, Executive Director
Address: PO Box 848, 205 B Street NE, Miami, OK 74355

- c. Any notice authorized or required to be given hereunder will be given in writing, which includes email, and sent to the designated persons above. Notice by mail will be by certified mail and will be deemed effective three (3) business days after posting. Notice by email will be effective upon being sent.

- d. Either party may change the notice address by giving notice to the other as required herein.

This Agreement is made upon the express condition that Lessor, its agents and employees, shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person, or destruction, damages, or theft of any property owned, operated or otherwise utilized by Lessee, its agents, volunteers, employees, and/or third parties, from any cause or causes whatsoever, while in or upon said Facility or activity carried on by Lessee, its agents, volunteer, employees and/or third parties in connection herewith. Lessee hereby covenants and agrees to indemnify, defend, save and hold harmless Lessor, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses, however occurring, or damages, demands, costs, and attorney's fees growing out the same.

The parties represent and warrant to one another that they have the requisite authority to bind themselves to this Agreement and that the execution hereof by the signatories below will result in their binding agreement. Should any provision of this Agreement be adjudicated or otherwise determined to be unlawful or otherwise unenforceable, the unlawful or unenforceable provision shall be deemed stricken from the Agreement, and the rest of the Agreement shall remain in full force and effect. Further, this document may be executed in one or more counterparts, any of which shall constitute an original.

Jurisdiction and venue for any action arising out of or related to this agreement will be exclusively in Cherokee

County, Oklahoma. The failure of either party to enforce any provision of this Agreement will not be a waiver or limitation of such party's right to subsequent require and enforce strict compliance with ever provision in this Agreement. If this Agreement is ever placed for collection or if suit is initiated to enforce payment, Lessee agrees to pay Lessor's costs of collection, including all attorney's fees incurred by Lessor.

IN WITNESS WHEREOF, the Parties hereto have set their hand in agreement.

(LESSOR OFFICIAL)

(TITLE)

B.J. M...

(LESSEE OFFICIAL)

6/6/24

(TITLE)



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4t
Meeting Date 7/1/2024
Initiator _____
Office / Department City of Tahlequah Authorities or Boards

Item Title

Approve **Resolution No. 07-01-2024(B)**: The City of Tahlequah supports participation in the **2024-2025 Oklahoma Main Street Center** with the specific goal of revitalizing the historic business district using the Main Street 4-Point Approach™ to economic revitalization.

Background

Exhibits

1. TMSA Resolution

Funding Source

Request

CITY OF TAHLEQUAH

Resolution 07-01-2024(B)

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their “Main Street” areas, and

WHEREAS, the City of Tahlequah desires to continue participating in the Oklahoma Main Street Center,

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

SECTION 1. That the City of Tahlequah supports participation in the 2024-2025 Oklahoma Main Street Center with the specific goal of revitalizing the historic central business district using the Main Street 4-Point Approach TM to economic revitalization.

SECTION 2. That the City of Tahlequah understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown.

ADOPTED THIS 1st DAY OF JULY, 2024.

Mayor

Attest, City Clerk

Item No.	4u
Meeting Date	7/1/2024
Initiator	Suzanne Myers, Mayor
Office / Department	Administration

Item Title

Approve the Mayor's appointment of **Rachel Dallis as Municipal Judge** for the existing term expiring May 1, 2025.

Background

City Ordinances require to serve a 2 year term that expires every odd year on May 1st. May of 2023, the action was not brought to council for consideration. The item is requested to ensure the Municipal Judge is recognized to serve the existing term.

Exhibits

None

Funding Source

N/A

Request

To confirm the appointment.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4v
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Approve Ray Hammons as **Special Projects Coordinator** at the rate on the approved budget, effective July 1, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4w
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire David Wright as **Animal Control Officer** in the Compliance Department at \$15.00 per hour, effective July 1, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4x
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Coty Bunch** PT Laborer in the Cemetery Department to FT Laborer/Operator in the Cemetery Department at \$35,020 annually, effective June 24, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4y
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Aaron Palmer**, from PT Laborer to FT Laborer, in the Parks and Recreation Department at \$15.00 per hour, effective June 10, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4z
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire **James Armer** as a Driver in the Solid Waste Department at \$40,500 annually, effective June 11, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4aa
Meeting Date 7/1/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer **Jarvis Stroman**, Driver in the Solid Waste Department to a Firefighter in the Fire Department, salary set per the Collective Bargaining Agreement, effective July 1, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4bb
Meeting Date 7/1/2024
Initiator
Office / Department Human Resources

Item Title

Hire **Sarah Swayze** as a Firefighter in the Fire Department, salary set per the Collective Bargaining Agreement, effective July 1, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4cc

Meeting Date 7/1/2024

Initiator _____

Office / Department Human Resources

Item Title

Accept the resignation of **Seth Spencer**, Laborer in the Parks and Recreation Department, effective May 31, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4dd
Meeting Date 7/1/2024
Initiator
Office / Department Human Resources

Item Title

Accept the resignation of **Michael James**, Laborer in the Cemetery Department, effective June 27, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 5b
Meeting Date 7/1/2024
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to approve, approve with modifications, or deny **Resolution No. 07-01-2024(A)**, a resolution relating to the incurring of indebtedness by the Trustees of the Tahlequah Public Facilities Authority and waiving competitive bidding with respect thereto; and approving a Note Purchase Agreement, Security Agreement, and other documents as may be necessary or required.
Mayor Suzanne Myers and City Treasurer Marty Hainzinger

Background

Exhibits

1. 07.01.2024 TPFA Resolution

Funding Source

Request

THE COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, 111 S. CHEROKEE, IN THE CITY OF TAHLEQUAH, OKLAHOMA, ON THE 1st DAY OF JULY 2024, AT 5:30 P.M.

PRESENT:

ABSENT:

Written notice of the schedule of regular meetings of the City Council for calendar year 2023 having been filed with the City Clerk of Tahlequah, Oklahoma, and public notice and agenda of this meeting having been posted in prominent public view at the City Hall, 111 S. Cherokee, Tahlequah, Oklahoma, at least twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

Thereupon the Resolution was introduced and considered by sections. Upon motion of Councilor _____ seconded by Councilor _____, the Resolution was finally passed with the following vote:

AYE:

NAY:

The Resolution was thereupon signed by the Mayor of the City, and attested and sealed with the seal of the City by the City Clerk and is as follows:

RESOLUTION NO. 07-01-2024(A)

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE TAHLEQUAH PUBLIC FACILITIES AUTHORITY AND WAIVING COMPETITIVE BIDDING WITH RESPECT THERETO; AND APPROVING A NOTE PURCHASE AGREEMENT, SECURITY AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY OR REQUIRED.

WHEREAS, the Tahlequah Public Facilities Authority (the "Authority") was created by a Trust Indenture dated as of February 7, 2013 (the "Creating Indenture"), for the use and benefit of the City of Tahlequah, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3 inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt Tahlequah Sales Tax Ordinance No. 1198-2012 of November 5, 2012 which was approved by the qualified electors of the City on January 8, 2013 and codified into the City of Tahlequah Municipal Code, (the "Sales Tax Ordinance"), levying and assessing three quarters of one percent (3/4%) sales tax levied, to be used for the purpose of funding certain identified projects and to pledge said sales tax for including payment of principal and interest on any obligations issued for such purposes, (hereinafter, the "Sales Tax"); and

WHEREAS, the Authority has heretofore issued its Sales Tax Revenue Bonds, Series 2013A, in the aggregate principal amount of \$15,935,000.00, dated May 1, 2013 of which \$3,535,000.00 is currently outstanding; and it's Sales Tax Revenue Bonds, Series 2013B , in the aggregate principal amount of \$8,520,000.00, dated May 1, 2013 of which \$5,350,000.00 is currently outstanding;(which are herein collectively referred to as the "Prior Bonds"); and

WHEREAS, the Authority has determined that it would be economically advantageous at this time to issue its revenue bonds or notes for the purpose of paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to acquire, construct, equip and furnish certain capital improvements as initially identified in Ordinance No. 1198-2012 to the City of Tahlequah, the beneficiary of the Authority and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, the Authority has determined that, in order to provide funds for the Project and to pay the costs of issuing the Series 2024 Note, it will issue its Sales Tax Revenue Note, Refunding Series 2024 in the aggregate principal amount of not to exceed \$9,700,000.00 (the "Series 2024 Note"); and

WHEREAS, there has been presented to this meeting a form of Security Agreement, dated as of July 1, 2024, (the "Security Agreement") between the Authority and the City, pursuant to which the Authority has agreed to issue the Note and the City has agreed to transfer certain sales tax funds to the Authority for the payment of debt service on the Note as provided under the terms and conditions set forth in the Security Agreement; and

WHEREAS, the Trustees of the Authority has received an offer from BancFirst, Tahlequah, Oklahoma, (the “Purchaser”), to purchase the Note under the terms and conditions set forth in the Note Purchase Agreement, to be dated date of closing, (the “Note Purchase Agreement”) presented to this meeting.

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

Section 1. The incurring of indebtedness by the Trustees of the Tahlequah Public Facilities Authority in the aggregate principal amount of \$9,700,000.00 to be evidenced by the Note of the Authority is hereby approved by the Council of the City of Tahlequah, Oklahoma, the governing body of said City.

Section 2. Competitive bidding is hereby specifically waived with respect to the issuance and sale of the Note and the issuance and sale of such Note to the Purchaser for a purchase price of not less than ninety nine and one half percent (99.50%) of the principal amount of the Note, all pursuant to the terms of the Note Purchase Agreement is hereby specifically approved.

Section 3. The Mayor and City Clerk of the City be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver the Security Agreement and such closing agreements and documents as such officer or officers may deem necessary or desirable in order to effect the consummate of the transactions contemplated by the issuance and sale of the Note.

Section 4. The signatures of the officers of the City appearing on the Security Agreement and any closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the form thereof and of their authority to execute and deliver the Security Agreement and such agreements and documents on behalf of the City.

ADOPTED this 1st day of July, 2024.

ATTEST:

Mayor

City Clerk

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF CHEROKEE)

I, the undersigned, the duly qualified and acting City Clerk of the City of Tahlequah, Oklahoma, do hereby certify the foregoing is a true and correct and complete copy of the proceedings of the governing body of said City relating to the adoption of a Resolution, as the same appears of record in my office.

I further certify that attached hereto as Exhibit "A" is a true and complete copy of the schedule of regular meetings of the City Council for calendar year 2024 as filed in my office. I further certify that attached hereto as Exhibit "B" is a true and complete copy of the notice and agenda which was posted in prominent public view at the City Hall, 111 S. Cherokee, Tahlequah, Oklahoma, at least twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 1st day of July, 2024.

(SEAL)

City Clerk



Tahlequah City Council AGENDA ITEM REPORT

Item No.	5c
Meeting Date	7/1/2024
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible action to authorize the Mayor to negotiate and enter into a **Service Level Agreement** between the City of Tahlequah and Cherokee County 911 for delivery of **CAD services**. City Administrator Taylor Tannehill

Background

The agreement is provided to authorize city personnel to work on Cherokee County 911 equipment.

Exhibits

None

Funding Source

General Fund

Request

To approve the SLA.