



AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Tuesday, September 3, 2024 at 5:30 PM

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

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

Join "Zoom" Meeting
Meeting ID: 823 9113 2310
Passcode: 4566500

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by Pastor Steven Adair, Roots Church
- d) Flag Salute led by Mayor Suzanne Myers
- e) **Public Notice:** A Public Notice of meeting was provided on November 7, 2023, at 11:00 a.m. to the OK Secretary of State and an additional notice was provided on August 15, 2024, at 1:02 p.m. at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

If you wish to receive a copy of any materials that are presented to the City Council, please submit your request to cityclerk@tahlequah.gov.

3. PUBLIC COMMENTS

Comments will be accepted from the public and individuals will be limited to 3 minutes of speaking time. The total of all comments should not exceed 15 minutes. 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 August 5 and August 14, 2024, City Council meetings.

- b)** Acknowledge receipt of the July 2024 Financial Statement.
- c)** Acknowledge receipt of the July 2024 Investment Schedule.
- d)** Acknowledge receipt of the August 2024 Check Register.
- e)** Acknowledge receipt of the August 2024 Purchasing Card Statement.
- f)** Acknowledge receipt of the August 2024 Open PO Report.
- g)** Acknowledge receipt of the Fiscal Year 2022-2023 audit.
- h)** Accept the Tahlequah Area Chamber of Commerce's monthly report for August 2024.
- i)** Accept the TACC-Tour Tahlequah monthly report for August 2024.
- j)** Accept the Tahlequah Regional Development Authority's monthly report for August 2024.
- k)** Acknowledge receipt of the 2023-2024 FY audit from Tahlequah Regional Development Authority.
- l)** Accept the grant award from PetCo Love in the amount of \$3,000 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/ Animal Control Vaccination Clinic.
- m)** Accept payment from Cherokee Nation in the amount of \$7,500 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/Animal Control Vaccination Clinic.
- n)** Approve the purchase of a 2025 Western Star 49x Semi for Solid Waste on State Contract SW035T for \$172,832.00, using GL#115-65-8701.
- o)** Approve the annual contract with Consolidated Communications for FY 24 - 25.
- p)** Acknowledge receipt of the Purple Wave Surplus Auction dated July 30, 2024, resulting in a deposit of \$3,025.00.
- q)** Approve the 2025 City of Tahlequah Holiday Schedule.
- r)** Accept appointment of Ryan Young as Floodplain Administrator, with additional duties, to be paid \$1500.00 annually effective September 2, 2024.
- s)** Accept the resignation of Paul Youchum, School Crossing Guard in the Police Department, effective August 3, 2024.
- t)** Accept the resignation of Kiarra Dyer, PT Laborer in the Parks and Recreation Department, effective August 14, 2024.
- u)** Accept the resignation of Gregory Glenn, Laborer/Operator in the Street Department, effective August 26, 2024.
- v)** Transfer Ashtin Hummingbird, Deputy Municipal Court Clerk at \$37,132 annually to Executive Administrative Assistant in the Managerial Department at \$38,600 annually, effective August 19, 2024.
- w)** Transfer Hannah Cavin, PT Admin Assistant at \$13.00 per hour in the Managerial Department, to FT Deputy Municipal Court Clerk at \$16.50 per hour, effective August 19, 2024.
- x)** Transfer Alex Wisdom PT Laborer in the Cemetery Department to Mechanic in the Solid Waste Department at \$40,000 annually, effective September 9, 2024.

- y) Hire Alex Wisdom, as a PT Laborer at \$11.13 per hour in the Cemetery Department, effective August 15, 2024.
- z) Hire Andrew Scroggins as a Laborer/Operator in the Street Department, at \$35285.94 annually, effective September 3, 2024.
- aa) Terminate Andrew Braddock, Driver in the Solid Waste Department, effective September 4, 2024.

5. ANNOUNCEMENTS AND PRESENTATIONS

- a) Recognition for Years of Service Employees: Josh Girdner, Police Dept., 10 years
-

6. REGULAR SESSION

- a) Discussion and possible action on items removed from the consent agenda.
- b) Discussion on White Ave. Stormwater project. **Councilor Keith Baker**
- c) Discussion and possible action to approve or deny looking into a software/app/program(s) that tracks all citizen requests and/or complaints from notification to final resolution that city council and administration can both follow and document citizens' concerns.
Councilor Keith Baker
- d) To approve, approve with modifications, or deny the acceptance of Opioid Settlement Funds from the Oklahoma State Attorney General as part of the Opioid Settlement and amend the budget accordingly. **City Administrator Taylor Tannehill**
- e) Discussion and possible action to authorize or deny the Mayor to terminate a lease with the Tahlequah Hospital Authority on property located at 111 Cherokee Avenue. **City Administrator Taylor Tannehill/City Attorney JT Hammons**
- f) Discussion and Possible action to approve, approve with modifications, or deny the Health Benefit renewal and offerings for the plan year November 1, 2024, to October 31, 2025. **Director of Human Resources, M'Lynn Pape**
- g) Discussion and possible action to approve Change Order #1, in the amount of 96,900.00, for sanitary sewer replacement for 10" SDR 26 in place of 8" SDR 26 Muskogee Avenue Improvements Project. **Special Projects Coordinator Ray Hammons/City Administrator Taylor Tannehill**
- h) Discussion and possible action to approve or deny Change Order #2, in the amount of \$34,620.00, for 200 Cubic Yards Controlled Low Strength Material (CLSM) for the Muskogee Avenue Improvements Project. **Special Projects Coordinator Ray Hammons/City Administrator Taylor Tannehill**
- i) Discussion and possible motion to approve or deny authorization for the City Administrator to approve future change order requests for the Muskogee Avenue Improvements Project. **City Administrator Taylor Tannehill**
- j) **FIRST READING** and possible action to approve, approve with modification, or deny Ordinance 1377-2024, an ordinance of the City of Tahlequah Oklahoma amending the Tahlequah City code Part 17, Utilities; Part 17-5, Solid Waste Department Establishment, and Collection and Disposal of Solid Waste By Adding Section 17-511, Intensive Residential Developments; Providing for Codification, Severability, Repealer, and Declaring An Emergency. **Solid Waste Superintendent Chris Armstrong**

Declare or Deny Ordinance No. 1377-2024 as an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.

- k) **FIRST READING** and possible action to approve, approve with modifications, or deny Ordinance No. 1380-2024, and ordinance of the City of Tahlequah, Oklahoma, amending the Tahlequah City Code, Part 2, Administration and Government; Chapter 2-4, General Provisions Relating to City Officers and Employees; by adding Section 2-413, Controlled Access to the City Facilities; Providing for Codification, Severability, Repealer, and Declaring An Emergency. **City Administrator Taylor Tannehill/City Attorney JT Hammons**

Declare or deny Ordinance No. 1380-2024 as an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.

- l) Discussion and possible action to approve, approve with modification, or deny accepting the bid amount of \$100,528.00 from D & B Rodgers Construction for the Southridge Pickleball Court, Parking Lot, and Sidewalk. **Recreation Superintendent Brian Speake**
- m) Discussion and possible action to approve, approve with modification, or deny accepting the bid amount of \$68,800.00 from Next Level Roofing for the Senior Citizen's Building Roof. **Maintenance Superintendent Mark Manship**
- n) Discussion and possible action to approve, approve with modifications, or deny the Final Plat Submittal of Cherokee Subdivision at Northwest Corner of N. Cedar Avenue and East Allen Road, Tahlequah, Oklahoma. More particularly described as a tract of land lying in and being a part of the SE/4 of the SE/4 of Section 21, T17N, R22E, Cherokee County, Oklahoma, according to the official plat thereof. **Planning & Development Director Paige Harjo**

7. EXECUTIVE SESSION-MOTION AND SECOND TO ENTER INTO EXECUTIVE SESSION

- a) Pursuant to §25-307(B)(3) discussion pertaining to the purchase of real property located on Guinn Avenue.
- b) Pursuant to §25-307(B)(3) discussion pertaining to the purchase of real property located in the Tahlequah Business and Industrial Park.
- c) Pursuant to §25-307(B)(4) confidential communications related to Case# CIV-24-176, Barry Tucker v. City of Tahlequah.
- d) Pursuant to §25-307(B)(4) confidential communications related to Case# CV-24-271, Eckert v. City of Tahlequah et al.

8. RETURN FROM EXECUTIVE SESSION

- a) Discussion and possible action pertaining to the purchase of real property located on Guinn Avenue.
- b) Discussion and possible action pertaining to the purchase of real property located in the Tahlequah Business and Industrial Park.
- c) Discussion and possible action pertaining to confidential communications related to Case# CIV-24-176, Barry v. City of Tahlequah.

- d)** Discussion and possible action pertaining to confidential communications related to Case# CV-24-271.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4a
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Approve the minutes from the August 5 and August 14, 2024, City Council meetings.

Background

Exhibits

1. 08.05.2024 Minutes-City Council Unapproved
2. 08.14.2024 Minutes-City Council Unapproved

Funding Source

Request

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

1. MEETING CONVENED

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

Present:	Councilor Ward I	Danny Perry
	Councilor Ward II	Keith Baker
	Councilor Ward 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. **Excused:** Councilor Ward III, Stephen Highers

- c. **Invocation:** Jade Adams, Cornerstone Fellowship
- d. **Flag salute:** Led by Mayor Suzanne Myers
- e. **Public Notice:** July 17, 2024 at 9:44 a.m.

2. PUBLIC INSTRUCTIONS

Access Code: 862 4771 8741 **Password:** 4566500

3. PUBLIC COMMENTS

None

4. CONSENT AGENDA

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

- a) Approve the minutes from the July 1 and July 19, 2024, City Council meetings.
- b) Acknowledge receipt of Preliminary June 2024 Financial Statement. *Please note, this financial statement will not be finalized until after September 30.*
- c) Acknowledge receipt of the June 2024 Investment Schedule.
- d) Acknowledge receipt of the July 2024 Check Register.
- e) Acknowledge receipt of the July 2024 Purchasing Card Statement.
- f) Acknowledge receipt of the July 2024 Open PO Report.
- g) Accept Tahlequah Hospital Authority report for July 2024.
- h) Accept the Tahlequah Area Chamber of Commerce monthly report for July 2024.
- i) Accept the TACC-Tour Tahlequah monthly report for July 2024.
- j) Accept Tahlequah Regional Development Authority's monthly report for July 2024.

- k) Accept the Eastern Oklahoma Library System's monthly report for July 2024.
- l) Approve the Mayor's appointment of Keith Baker to the Eastern Oklahoma Development District Board.
- m) Approve the reappointment of Dr. Doug Nolan to the Tahlequah Hospital Authority Board.
- n) Accept the Grant award from PetCo Love in the amount of \$3,000 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/Animal Control Vaccinations Clinic.
- o) Accept the payment from Cherokee Nation in the amount of \$5,280 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/Animal Control Vaccinations Clinic.
- p) Accept a donation from Cherokee Nation in the amount of \$5681.37 and amend the budget accordingly, placing funds in the Police-Restricted Donation Account.
- q) Acknowledge receipt of the Purple Wave Surplus Auction dated June 25, 2024, resulting in a deposit of \$27,905.00.
- r) Approve agreement with Cherokee County for Emergency Management Services for fiscal year 2024-2025.
- s) Accept lease agreement between Tahlequah Regional Development Authority and Optomi, DBA Provalus.
- t) Approve the annual contract with DBT Transportation Services for aviation support and maintenance services for the 2024-2025 fiscal year.
- u) Approve budgeted purchase of a Leach 2r-III Commercial Packer on State contract #SW1097 from J & R Equipment at the cost of \$269,000 from GL acct 115-65-8701 (Solid Waste Equipment Reserve).
- v) Approve the budgeted purchase of a Steco Steel Ejector Semi Trailer in the amount of \$102,781 from Solid Waste GL #115-65-8312.
- w) Approve the Tahlequah Police Department contract with LeadsOnline Total Track Investigation Systems.
- x) Moved to Regular Session by Councilor Josh Allen.
- y) Moved to Regular Session by Councilor Josh Allen.
- z) Enter into a lease agreement with Christian R. & Christian H. Abels to use the property for public parking.
- aa) Enter into a lease agreement with RiverRunner, LLC to use the property for public parking.
- bb) Moved to Regular Session by Councilor Keith Baker.
- cc) Approve allowing a carryover balance of all accrued vacation through June 30, 2024, into fiscal year 24-25.
- dd) Moved to Regular Session by Councilor Keith Baker.
- ee) Moved to Regular Session by Councilor Keith Baker.
- ff) Hire Andrew Braddock, Driver in the Solid Waste Department at \$40,500 annually, effective July 16, 2024.
- gg) Hire Clay Davis, PT Anthis-Brennan Sports Complex Coordinator at \$28.85 per hour, effective August 5, 2024.
- hh) Hire Qua'Shon Leathers, Patrolman 1, in the Police Department with salary set by the Collective Bargaining Agreement, effective July 23, 2024.
- ii) Hire Adam Garrett, Patrolman 2, in the Police Department with salary set by the Collective Bargaining Agreement, effective August 6, 2024.
- jj) Hire Gustavo Guzman as a Dispatcher in the Police Department, \$15.00 per hour, effective July 15, 2024.

- kk) Hire Alexandrya Corett as a Dispatcher in the Police Department, \$15.00 per hour, effective July 23, 2024.
- ll) Accept the resignation of Rovert Harrell, Driver in the Solid Waste Department, effective June 28, 2024.
- mm) Accept the resignation of Brian Alexander, PT Laborer in the Parks and Recreation Department, effective July 16, 2024.
- nn) Accept the resignation of Salendia Melo, Jesse Armstrong, and Aulton Childers, PT Laborers in the Parks and Recreation Department, effective July 29, 2024.
- oo) Accept the resignation of Alyssa Fair, Lifeguard in the Parks and Recreation Department, effective July 31, 2024.

Vote: *Ayes: Allen, Perry, Baker*

Nays: None

Motion carried

5. ANNOUNCEMENTS, PRESENTATIONS, AND REPORTS

Announcement of 25 yrs. of Service by Emergency Mgmt Director, Mike Underwood and 5 yrs. of Service by Colin Girdner in the Street Dept.
 Officer Richard Barry received the Police Life Saving Commendation
 Officer Bruce Gower received the Police Star Commendation

6. REGULAR SESSION

a)

x: Enter into an agreement with Matt Cloud for consulting related to the Anthis-Brennan Sports Complex.

No Action Taken

y: Enter into an agreement with Sunny Golloway for consulting related to the Anthis-Brennan Sports Complex.

No Action Taken

bb: Increase the hourly rate of pay to \$15.00 per hour and pay retro difference back to June 23, 2024, on Parker Sinclair, Matthew Sparks, and Colter Whittmore.

Vote: *Ayes: Baker, Allen, Perry*

Nays: None

Motion carried

dd: Approve Karen Murphy as Marketing and Communication Director in the Managerial Department with an annual salary of \$57,500.

Vote: *Ayes: Baker, Allen, Perry*

Nays: None

Motion carried

ee: Hire Angela Retzloff as a Firefighter in the Fire Department, salary set per the Collective Bargaining Agreement, effective August 5, 2024.

Vote: *Ayes: Baker, Allen, Perry*

Nays: None

Motion carried

6b) Councilor Allen made a motion and Councilor Perry seconded to approve a Municipal Airport Land Lease to Tom Farmer for construction of a private hangar.

Vote: *Ayes: Allen, Perry, Baker*

Nays: None

Motion carried

6c) No action taken on the quote from Hellas for the expansion of Anthis Brennan Sports Complex and authorizing the Mayor to enter into an agreement with Hellas in accordance with TOPS #230202 and #230203, upon receipt of funds from the Cherokee Nation.

6d) Councilor Allen made a motion and Councilor Baker seconded to approve Resolution No. 08-05-2024, changing the zoning from RM-2 and C-2 to RMH on W. Willis Road, Tahlequah, OK, more particularly described as the W/2 of the NE/4 of the NW/4 of the NW/4 and the W/2 of the SE/4 of the NW/4 of the NW/4, Section 16, T16N, R22E, Cherokee County, Oklahoma, according to the plat thereof.

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

6e) Councilor Allen made a motion and Councilor Baker seconded to approve an agreement between the City of Tahlequah and Help-In-Crisis to expend up to \$150,000 for services to support Tahlequah residents.

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

7) Councilor Allen made a motion and Councilor Perry seconded to exit regular session and enter into Executive Session at 6:45 p.m.

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

8) Council returned from regular session at 7:39 p.m.

8a) No action required on the confidential communication related to H & G Contracting, Inc.

8b) Council Allen made a motion and Councilor Perry seconded to authorize the City Attorney to settle the claim by Brady May as discussed in Executive Session.

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

8c) Meeting adjourned at 7:40 p.m.

**MINUTES
TAHLEQUAH CITY COUNCIL
SPECIAL MEETING – AUGUST 14, 2024 – 5:15 PM
111 Cherokee Ave. Tahlequah, OK 74464**

1. MEETING CONVENED

- a) Meeting called to order by Mayor Suzanne Myers at 5:15 p.m.
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 John Tyler Hammons, City Administrator Taylor Tannehill, City Clerk Whitney Shaw, Deputy City Clerk Amber Payton, and IT Support Mario de la Hoya

- c) A Public Notice of Meeting was provided on August 12, 2024, at 3:00 p.m. at 111 S. Cherokee Ave., Tahlequah, OK 74464 as well as the City of Tahlequah website.

2. REGULAR SESSION

- a) Councilor Allen made a motion and Councilor Highers seconded to approve with modifications, the Mayor authorization to enter into an agreement with Hellas, up to 10.1 million dollars for improvements at the Anthis-Brennan Sports Complex in accordance with TOPS #230202 and #230203 and contingent upon receipt of funds from the Cherokee Nation.

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

- b) Councilor Highers made a motion and Councilor Perry seconded to reconsider the previously approved Municipal Land Lease Agreement with Tom Farmer for construction of a private hangar.

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

3. Adjourned @ 5:33 p.m.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4b
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the July 2024 Financial Statement.

Background

Regular Monthly Agenda Item.

Exhibits

1. 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”

“2024”

“Monthly Financial Statements”



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4c
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Acknowledge receipt of the July 2024 Investment Schedule.

Background

Exhibits

1. 09.03.2024 Investment Schedule for July 2024

Funding Source

Request

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

BANK	AMOUNT	PERCENTAGE	
Bank Accounts			
Reserve Operating	\$2,874,543.73	4.25%	
Armstrong			
Streets & Sidewalks	\$5,123,502.89	4.25%	
Armstrong			
General Fund Sweep	\$5,840,047.88	4.91%	
Bank First			
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
Edward Jones			
Bank Amer Na	\$124,000.00	4.80%	3/16/2026
Charlotte NC			
Bmo Harris Bk Natl	\$244,000.00	4.45%	5/24/2028
Assn			
BMW Bk North Amer	\$245,000.00	3.45%	9/9/2025
Salt Lake			
Capital One Bk USA	214,000.00	3.30%	8/12/2024
Natl Assn			
Capital One Nat'l Assn	\$31,000.00	3.40%	9/9/2024
McLean			
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk & Tr Co of	\$244,000.00	4.60%	9/21//2029
Ardmore			
Discover Bk	\$244,000.00	4.80%	8/24/2026
Greenwood Del			
Great Southn Bk Reeds	\$249,000.00	4.65%	2/28/2025
Spring			
Merchants Coml Bk St	\$128,000.00	4.60%	5/22/2028
Thomas VI			
Mizrahi Tefahot Bk Ltd	\$200,000.00	4.50%	3/7/2030
Los			
Morgan Stanley Bk N A	\$245,000.00	3.60%	9/15/2026
Salt			
Pacific Premier Bk	\$124,000.00	5.00%	9/15/2025
Irvine			
Reliabank Dakota	\$200,000.00	5.20%	1/10/2025
Estelline SD			
State Bk India Chicago	\$245,000.00	3.65%	9/20/2027
Ill			
Synchrony Bk Retail	\$243,000.00	5.25%	9/22/2025
Ctf Dep			
Toyota FINL Svgs Bk	\$150,000.00	4.60%	5/24/2029
Hend NV			
Univest Natl Bk Tr	\$249,000.00	4.50%	5/17/2027
Souderton			
Wells Fargo Bk N A	\$238,000.00	5.05%	11/15/2027
Sioux Falls			
CASH			
TOTAL	\$3,861,000.00		



Tahlequah City Council
AGENDA ITEM REPORT

Item No.	4d
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the August 2024 Check Register.

Background

Monthly consent agenda item

Exhibits

1. 09.03.2024 Check Register for August

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
08/24	08/01/2024	59514	1350	ATC Freightliner Group	110202000	378,234.00
08/24	08/01/2024	59515	11065	National Association of School	110202000	50.00
08/24	08/01/2024	59516	500	Adrian Farm Supply LLC	110202000	55.60
08/24	08/01/2024	59517	550	Advanced Workzone Services	110202000	4,550.00
08/24	08/01/2024	59518	675	Airgas Safety	110202000	878.47
08/24	08/01/2024	59519	1330	Assoc Veterinary Clinic	110202000	105.00
08/24	08/01/2024	59520	2560	Capes Custom Welding and Fabrication	110202000	952.50
08/24	08/01/2024	59521	3380	Cintas Corp #2	110202000	315.25
08/24	08/01/2024	59522	3465	CivicPlus, Inc.	110202000	11,709.88
08/24	08/01/2024	59523	4640	Dell Marketing L.P.	110202000	8,783.92
08/24	08/01/2024	59524	5250	Eastern Oklahoma Development District	110202000	2,530.00
08/24	08/01/2024	59525	6080	Fuelman of Oklahoma or	110202000	6,228.57
08/24	08/01/2024	59526	6160	Galls, Inc	110202000	184.61
08/24	08/01/2024	59527	158079	Glidewell Distributing Co, Inc.	110202000	1,320.80
08/24	08/01/2024	59528	9210	Kibois Area Transit System	110202000	50,000.00
08/24	08/01/2024	59529	157846	Lake Region Electric-Telecom	110202000	286.82
08/24	08/01/2024	59530	158388	LawnStars Landscaping, LLC	110202000	1,705.00
08/24	08/01/2024	59531	158595	Local Government Testing Consortium, LLC	110202000	2,250.00
08/24	08/01/2024	59532	10580	Mike Palmer	110202000	1,695.20
08/24	08/01/2024	59533	158608	Nationwide Trailers LLC	110202000	14,147.29
08/24	08/01/2024	59534	158614	Network Enhancement Systems, Inc	110202000	642.89
08/24	08/01/2024	59535	12000	Ok Production Ctr, Inc	110202000	4,678.66
08/24	08/01/2024	59536	12380	Osman Equipment	110202000	3,090.79
08/24	08/01/2024	59537	158530	Rhonda Norris RVT	110202000	350.00
08/24	08/01/2024	59538	158480	Robb Diesel and Automotive Repair LLC	110202000	345.88
08/24	08/01/2024	59539	14230	Sadler Paper Supply	110202000	1,009.06
08/24	08/01/2024	59540	15210	Springwater Fence LLC	110202000	1,981.00
08/24	08/01/2024	59541	15870	Tahlequah Main Street Assoc.	110202000	35,500.00
08/24	08/01/2024	59542	158550	Vann Construction	110202000	1,800.00
08/24	08/01/2024	59543	17720	Wheeler Metals, Inc	110202000	970.20
08/24	08/01/2024	59544	17750	Wight Office Machines	110202000	83.05
08/24	08/06/2024	59545	8040	J & R Equipment, LLC	110202000	269,000.00
08/24	08/08/2024	59554	1186	Applied Concepts, Inc.	110202000	11,750.00
08/24	08/08/2024	59555	3380	Cintas Corp #2	110202000	172.00
08/24	08/08/2024	59556	10990	NAFECO	110202000	940.00
08/24	08/08/2024	59557	157829	NOPFA Gas/Utilities	110202000	468.14
08/24	08/09/2024	59558	158603	Amber Payton	110202000	96.35
08/24	08/09/2024	59559	1155	APAC-Central, Inc	110202000	103,856.40
08/24	08/09/2024	59560	158045	Ascentis Corporation (Prior- Novatime)	110202000	1,454.72
08/24	08/09/2024	59561	158503	Associated Supply Co Inc	110202000	2,732.56
08/24	08/09/2024	59562	246	AT&T Mobility II LLC (FIRE)	110202000	582.49
08/24	08/09/2024	59563	158015	Capes Lawn Care	110202000	3,200.00
08/24	08/09/2024	59564	2795	Chamber of Commerce	110202000	625.00
08/24	08/09/2024	59565	3050	Cherokee County Detention	110202000	1,696.75
08/24	08/09/2024	59566	3380	Cintas Corp #2	110202000	1,242.18
08/24	08/09/2024	59567	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	213,941.03
08/24	08/09/2024	59568	158478	CORE Construction Services of Texas, Inc	110202000	94,232.71
08/24	08/09/2024	59569	4640	Dell Marketing L.P.	110202000	5,751.00
08/24	08/09/2024	59570	158178	Enterprise Fleet Management, Inc.	110202000	29,721.16
08/24	08/09/2024	59571	5505	Ergon Asphalt & Emulsions, Inc	110202000	1,797.69
08/24	08/09/2024	59572	6080	Fuelman of Oklahoma or	110202000	4,640.99
08/24	08/09/2024	59573	158079	Glidewell Distributing Co, Inc.	110202000	1,539.62
08/24	08/09/2024	59574	158459	Hammons, Hamby, and Price PLLC	110202000	4,291.67

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/24	08/09/2024	59575	7200	Help-In-Crisis, Inc	110202000	150,000.00
08/24	08/09/2024	59576	158610	Junk Removal MD	110202000	4,800.00
08/24	08/09/2024	59577	9285	KNL Holdings, LLC	110202000	10,278.10
08/24	08/09/2024	59578	9400	Lake Region Electric	110202000	3,032.30
08/24	08/09/2024	59579	158388	LawnStars Landscaping, LLC	110202000	1,695.00
08/24	08/09/2024	59580	9770	Love Bottling Company	110202000	1,569.60
08/24	08/09/2024	59581	158383	Macquarie Equipment Capital Inc.	110202000	374.00
08/24	08/09/2024	59582	11220	Newman Sign Co	110202000	4,373.69
08/24	08/09/2024	59583	158544	Newton Equipment, LLC	110202000	440.00
08/24	08/09/2024	59584	11300	Northeast OK Public Facilities	110202000	912.58
08/24	08/09/2024	59585	11310	Northeastern Glass	110202000	687.40
08/24	08/26/2024	59586	11820	Ok Firefighters Pension	110202000	.00 V
08/24	08/09/2024	59587	12275	Ok Uniform Building Code Com	110202000	96.00
08/24	08/09/2024	59588	157851	One Source Water, LLC	110202000	399.42
08/24	08/09/2024	59589	12380	Osman Equipment	110202000	4,417.53
08/24	08/09/2024	59590	12390	OTA	110202000	33.60
08/24	08/09/2024	59591	12910	Pitney Bowes	110202000	2,537.50
08/24	08/09/2024	59592	158160	Rachel Dallis	110202000	3,225.00
08/24	08/09/2024	59593	158604	Rebecca Reaume	110202000	209.02
08/24	08/09/2024	59594	158037	Revcord	110202000	1,142.25
08/24	08/09/2024	59595	158530	Rhonda Norris RVT	110202000	350.00
08/24	08/09/2024	59596	158446	Simplot Turf & Horticulture	110202000	1,420.02
08/24	08/09/2024	59597	15210	Springwater Fence LLC	110202000	2,875.00
08/24	08/09/2024	59598	15900	Tahlequah Printing Co	110202000	70.00
08/24	08/09/2024	59599	15908	Tahlequah Public Facilities Auth	110202000	320,911.54
08/24	08/09/2024	59600	17510	Waste Management	110202000	37,609.88
08/24	08/09/2024	59601	17803	William Marvin Johnson LLC	110202000	300.00
08/24	08/09/2024	59602	17960	X-Press Equipment Rental & Sales	110202000	2,071.19
08/24	08/09/2024	59603	158277	Your Health, LLC	110202000	500.00
08/24	08/12/2024	59604	158500	Quintergy, Inc.	110202000	6,750.00
08/24	08/16/2024	59605	2020	Bill John Baker II	110202000	2,200.00
08/24	08/16/2024	59606	158179	THA Hospitality, LLC	110202000	8,946.77
08/24	08/16/2024	59607	225	AT&T (Landline Bills)	110202000	345.45
08/24	08/16/2024	59608	157971	AT&T Mobility II LLC	110202000	1,775.18
08/24	08/16/2024	59609	2415	Bull Tuff Mud Company Ready Mix	110202000	612.00
08/24	08/16/2024	59610	2795	Chamber of Commerce	110202000	625.00
08/24	08/16/2024	59611	3020	Cherokee County Clerk	110202000	90.00
08/24	08/16/2024	59612	158618	Christian Ryan Abels	110202000	1,500.00
08/24	08/16/2024	59613	158617	Christian Ryan Abels/Riverrunner	110202000	500.00
08/24	08/16/2024	59614	3695	Commercial Power Solutions LLC	110202000	1,150.00
08/24	08/16/2024	59615	158437	Compliance Resource Group INC (CRG)	110202000	1,200.00
08/24	08/16/2024	59616	6080	Fuelman of Oklahoma or	110202000	5,798.53
08/24	08/16/2024	59617	6725	Green Excavation	110202000	6,380.00
08/24	08/16/2024	59618	11770	Ok Dept of Transportation	110202000	79,982.20
08/24	08/16/2024	59619	12390	OTA	110202000	1.35
08/24	08/16/2024	59620	14230	Sadler Paper Supply	110202000	633.82
08/24	08/16/2024	59621	158446	Simplot Turf & Horticulture	110202000	440.55
08/24	08/16/2024	59622	158472	Tim M Synar	110202000	3,875.00
08/24	08/16/2024	59623	16985	UniFirst Holdings Inc	110202000	85.50
08/24	08/16/2024	59624	158022	VIP Voice Services LLC	110202000	2,972.00
08/24	08/23/2024	59634	158606	A+ Pest Guard LLC	110202000	290.00
08/24	08/23/2024	59635	470	Adams Heat & Air, LLC	110202000	233.18
08/24	08/23/2024	59636	550	Advanced Workzone Services	110202000	11,327.52
08/24	08/23/2024	59637	240	AT&T Mobility II LLC (POLICE)	110202000	1,092.62
08/24	08/23/2024	59638	2794	Chamber of Commerce	110202000	20,166.67
08/24	08/23/2024	59639	3380	Cintas Corp #2	110202000	587.16
08/24	08/23/2024	59640	158452	City of Tahlequah - Emergency Reserve	110202000	50,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/24	08/23/2024	59641	3520	CLEET	110202000	6,185.75
08/24	08/23/2024	59642	158573	Crowe & Dunlevy	110202000	4,143.50
08/24	08/23/2024	59643	5505	Ergon Asphalt & Emulsions, Inc	110202000	1,116.90
08/24	08/23/2024	59644	6080	Fuelman of Oklahoma or	110202000	5,328.20
08/24	08/23/2024	59645	6160	Galls, Inc	110202000	577.89
08/24	08/23/2024	59646	6725	Green Excavation	110202000	3,750.00
08/24	08/23/2024	59647	6740	Greg's Port-A-Potties	110202000	75.00
08/24	08/23/2024	59648	158620	Jason Girdner	110202000	177.00
08/24	08/23/2024	59649	157846	Lake Region Electric-Telecom	110202000	137.88
08/24	08/23/2024	59650	158388	LawnStars Landscaping, LLC	110202000	3,780.00
08/24	08/23/2024	59651	10580	Mike Palmer	110202000	1,695.20
08/24	08/23/2024	59652	158526	Mitchell Sellers	110202000	51.87
08/24	08/23/2024	59653	11320	Northeastern State University	110202000	5,000.00
08/24	08/23/2024	59654	11920	Ok Municipal Assurance Group	110202000	121,755.00
08/24	08/23/2024	59655	12910	Pitney Bowes	110202000	171.30
08/24	08/23/2024	59656	14230	Sadler Paper Supply	110202000	733.53
08/24	08/23/2024	59657	158179	THA Hospitality, LLC	110202000	11,948.22
08/24	08/23/2024	59658	158472	Tim M Synar	110202000	337.32
08/24	08/23/2024	59659	15920	TPWA Utilities	110202000	33,305.00
08/24	08/23/2024	59660	16985	UniFirst Holdings Inc	110202000	58.95
08/24	08/23/2024	59661	158550	Vann Construction	110202000	1,500.00
08/24	08/23/2024	59662	17420	Walker Companies	110202000	89.00
08/24	08/23/2024	59663	17510	Waste Management	110202000	29,504.84
08/24	08/05/2024	20240801	158577	WEX Bank	110202000	4,653.59 M
08/24	08/08/2024	20240808	1650	BancFirst	110202000	41,540.94
08/24	08/13/2024	20240809	158577	WEX Bank	110202000	3,973.44 M
Grand Totals:						<u>2,337,648.34</u>



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4e
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Acknowledge receipt of the August 2024 Purchasing Card Statement.

Background

Exhibits

1. August 24 Pcard Statement

Funding Source

Request



ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 08-23-2024
AMOUNT DUE \$99,461.37
NEW BALANCE \$99,461.37
PAYMENT DUE ON RECEIPT

000024190 02 SP 106481116894746 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

Please tear payment coupon at perforation.

ACCOUNT MESSAGES

Your account is past due \$38,294.75. Past due amount is included in the minimum payment. Please remit immediately.

CORPORATE ACCOUNT SUMMARY

CITY OF TAHLEQUAH	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	- Credits	- Payments	New Balance
[REDACTED]								
Company Total	\$41,540.94	\$61,166.62	\$0.00	\$0.00	\$0.00	\$3,246.19	\$0.00	\$99,461.37

NEW ACTIVITY

RICKY HICKS

CREDITS
\$0.00

PURCHASES
\$50.94

CASH ADV
\$0.00

TOTAL ACTIVITY
\$50.94

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-20	24692164233103695924736	LOWES #01818* TAHLEQUAH OK	50.94

DEXTER K SCOTT

CREDITS
\$0.00

PURCHASES
\$7,395.35

CASH ADV
\$0.00

TOTAL ACTIVITY
\$7,395.35

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24431054208017185235991	O'REILLY 187 TAHLEQUAH OK	71.50
07-26	07-25	24801974207039294317405	H & H AUTO TAHLEQUAH OK	174.00

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

[REDACTED]

STATEMENT DATE

08/25/24

DISPUTED AMOUNT

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	41,540.94
PURCHASES & OTHER CHARGES	61,166.62
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	3,246.19
PAYMENTS	.00
ACCOUNT BALANCE	99,461.37

SEND BILLING INQUIRIES TO:

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

AMOUNT DUE

99,461.37



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-29	24000974212061403548169	RIVER SPIRIT HOTEL TULSA OK 0001011318 ARRIVAL: 07-28-24	358.28
07-31	07-30	24137464212300732848199	SOUTHERN TIRE MART #349 601-424-3200 AR	1,655.88
07-31	07-30	24801974212044018319821	H & H AUTO TAHLEQUAH OK	20.00
07-31	07-30	24801974212044018319839	H & H AUTO TAHLEQUAH OK	35.00
07-31	07-30	24801974212044018319847	H & H AUTO TAHLEQUAH OK	87.00
08-01	07-31	24431054214019752289569	O'REILLY 187 TAHLEQUAH OK	123.85
08-02	08-01	24801974214045969342140	H & H AUTO TAHLEQUAH OK	275.00
08-09	08-08	24431054222023226237071	O'REILLY 187 TAHLEQUAH OK	320.91
08-09	08-08	246921642221103328383387	LOWES #01818* TAHLEQUAH OK	37.96
08-12	08-09	24431064223034184081110	HARD ROCK HOTEL TULSA 9183847844 OK 0005150000000000 ARRIVAL: 08-06-24	362.52
08-12	08-09	24431064223034184082134	HARD ROCK HOTEL TULSA 9183847844 OK 0006480000000000 ARRIVAL: 08-06-24	362.52
08-12	08-09	24445004223400231591858	WM SUPERCENTER #10 TAHLEQUAH OK	36.52
08-15	08-14	24431054228025747228517	O'REILLY 187 TAHLEQUAH OK	119.99
08-16	08-15	24801974228059453324831	H & H AUTO TAHLEQUAH OK	10.00
08-16	08-15	24801974228059453324849	H & H AUTO TAHLEQUAH OK	35.00
08-16	08-15	24801974228059453324856	H & H AUTO TAHLEQUAH OK	52.00
08-16	08-15	24801974228059453324864	H & H AUTO TAHLEQUAH OK	268.00
08-16	08-15	24801974228059606075975	TAHLEQUAH LUMBER TAHLEQUAH OK	5.00
08-19	08-16	24416064229900010600013	SOONER ELECTRONICS TAHLEQUAH OK	300.00
08-19	08-16	24416064229900010600021	SOONER ELECTRONICS TAHLEQUAH OK	300.00
08-19	08-16	24416064229900010600039	SOONER ELECTRONICS TAHLEQUAH OK	310.00
08-19	08-16	24416064229900010600047	SOONER ELECTRONICS TAHLEQUAH OK	311.97
08-19	08-16	24416064229900010600054	SOONER ELECTRONICS TAHLEQUAH OK	300.00
08-19	08-16	24416064229900010600062	SOONER ELECTRONICS TAHLEQUAH OK	100.00
08-19	08-16	24431054230026651393335	O'REILLY 187 TAHLEQUAH OK	453.95
08-21	08-20	24247604233300655319536	CHARMTX 012-345-6789 NY	478.50
08-22	08-20	24750764234900014200010	MUSKOGEE COMMUNICATIONS 918-6873819 OK	430.00

DARRYL D DECKARD**CREDITS**

\$2,323.19

PURCHASES

\$5,686.97

CASH ADV

\$0.00

TOTAL ACTIVITY

\$3,363.78

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-25	24656044208030040261200	A&C FIRE EXTINGUISHER CO YUKON OK	100.00
07-29	07-25	24656044208030040261218	A&C FIRE EXTINGUISHER CO YUKON OK	176.00
07-29	07-25	24656044208030040261226	A&C FIRE EXTINGUISHER CO YUKON OK	100.00
07-29	07-25	24656044208030040261234	A&C FIRE EXTINGUISHER CO YUKON OK	207.00
08-01	07-31	24000974213071500000872	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	9.08
08-01	07-31	24692164213106232453352	LOWES #01818* TAHLEQUAH OK	69.42
08-02	08-01	24692164214107123237408	LOWES #01818* TAHLEQUAH OK	29.46
08-02	08-01	24692164214107239004080	LOWES #01818* TAHLEQUAH OK	7.97
08-02	08-01	24692164214107339612253	LOWES #01818* TAHLEQUAH OK	901.78
08-05	08-02	74692164215108287991610	LOWES #01818* TAHLEQUAH OK	901.78
08-05	08-02	24639234215900018700068	ADMIRAL EXPRESS, LLC 505-3414900 OK	148.19
08-06	08-05	24000974218099901109344	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	16.50
08-06	08-05	24270744218900019457873	ADAMS HEAT AIR LLC 918-4561429 OK	236.90
08-06	08-05	24270744218900019469035	ADAMS HEAT AIR LLC TAHLEQUAH OK	236.90
08-06	08-05	24270744218900019480545	ADAMS HEAT AIR LLC TAHLEQUAH OK	236.90
08-06	08-05	24692164218100773444727	LOWES #01818* TAHLEQUAH OK	10.99
08-07	08-06	24000974219105700054380	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	49.62
08-07	08-06	24270744219900017843495	ADAMS HEAT AIR LLC 918-4561429 OK	236.90
08-07	08-06	24270744219900019508047	ADAMS HEAT AIR LLC 918-4561429 OK	236.90
08-07	08-06	24270744219900019542152	ADAMS HEAT AIR LLC 918-4561429 OK	236.90
08-07	08-06	24270744219900019550569	ADAMS HEAT AIR LLC 918-4561429 OK	236.90
08-07	08-06	24270744219900019558901	ADAMS HEAT AIR LLC 918-4561429 OK	0.01
08-07	08-06	24431054220022325211740	O'REILLY 187 TAHLEQUAH OK	12.97
08-08	08-07	24000974220110403744482	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	6.27



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-08	08-07	24000974220112301315431	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	13.85
08-08	08-07	24692164220102489921655	LOWES #01818* TAHLEQUAH OK	8.78
08-08	08-07	24692164220102581633992	LOWES #01818* TAHLEQUAH OK	911.82
08-09	08-08	74270744221900017928172	ADAMS HEAT AIR LLC TAHLEQUAH OK	1,421.41 CR
08-09	08-08	24692164221103328383551	LOWES #01818* TAHLEQUAH OK	9.98
08-12	08-08	24692164222103791070965	LOWES #01818* TAHLEQUAH OK	435.00
08-14	08-13	24492164227000006381921	LIBERTYFLAGS.COM HTTPSLIBERTYF OK	245.00
08-19	08-16	24000974229164400605064	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	105.12
08-20	08-19	24000974232179702279181	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	426.25
08-20	08-19	24000974232180801398708	LOCKE SUPPLY WHC TAHLEQUA 918-4567714 OK	14.75
08-20	08-19	24692164232102648145804	LOWES #01818* TAHLEQUAH OK	12.86

PAIGE HARJO [REDACTED]	CREDITS \$0.00	PURCHASES \$770.55	CASH ADV \$0.00	TOTAL ACTIVITY \$770.55
----------------------------------	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-05	08-03	24692164217109816844463	ALOFT TULSA DOWNTOWN TULSA OK M21893 ARRIVAL: 08-03-24	356.54
08-08	08-07	24801974221052198327018	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	300.00
08-19	08-15	24198804231432089494721	APA SAN JOSE IL	114.01

BRAD HALE [REDACTED]	CREDITS \$0.00	PURCHASES \$43.12	CASH ADV \$0.00	TOTAL ACTIVITY \$43.12
--------------------------------	--------------------------	-----------------------------	---------------------------	----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-30	24193044213000015362476	FIRSTOUT RESCUE EQUIPMENT 716-8742428 NY	43.12

RYAN D YOUNG [REDACTED]	CREDITS \$0.00	PURCHASES \$25.96	CASH ADV \$0.00	TOTAL ACTIVITY \$25.96
-----------------------------------	--------------------------	-----------------------------	---------------------------	----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-12	08-09	24692164222104203284418	LOWES #01818* TAHLEQUAH OK	25.96

TIFFANY D SIEN [REDACTED]	CREDITS \$149.99	PURCHASES \$6,292.52	CASH ADV \$0.00	TOTAL ACTIVITY \$6,142.53
-------------------------------------	----------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24455014207141000023139	WAL-MART #0010 TAHLEQUAH OK	70.97
07-26	07-25	24492164207000018841346	WF* WAYFAIR4281995859 HTTPSWWW.WAYF MA	405.13
07-29	07-26	24692164208102268378545	LOWES #01818* TAHLEQUAH OK	35.88
07-30	07-30	24692164212105001102076	AMAZON MKTPL*RV3T00GA1 AMZN.COM/BILL WA	149.99
07-31	07-30	24692164212105518030927	LOWES #01818* TAHLEQUAH OK	33.00
08-01	07-31	24055224213045060312004	WITTEK GOLF SUPPLY 847-943-2399 IL	1,671.07
08-01	07-31	24269754213900012468981	BURTON POOLS AND SPAS FS 479-6483483 AR	1,845.80



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24445004213300593087986	FSP*HEARTH AND POOL TAHLEQUAH OK	461.00
08-01	07-31	24692164213105996784655	AMZN MKTP US*RV8OU2B01 AMZN.COM/BILL WA	515.94
08-01	07-31	24793384213002721570024	SHERWIN-WILLIAMS707450 TAHLEQUAH OK	237.11
08-05	08-02	74692164215108067563522	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	149.99 CR
08-05	08-02	24492164215000023973076	WF* WAYFAIR4285566749 HTTPSWWW.WAYF MA	202.56
08-05	08-04	24692164217109679702766	AMAZON MKTPL*RF9SK1HK2 AMZN.COM/BILL WA	79.99
08-20	08-19	24692164232102749546199	SQ *GLITZ AND FADED TAHLEQUAH OK	520.00
08-21	08-20	24793384233002180185021	SHERWIN-WILLIAMS707450 TAHLEQUAH OK	64.08

RAY C HAMMONS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$299.68	\$0.00	\$299.68

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-30	24000974212065601175824	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	299.68

ROCKIE S NEUGIN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$1,327.95	\$0.00	\$1,327.95

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-26	24000974208041903378990	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	8.80
07-29	07-26	24707804208027019655491	FARMERS CO-OP TAHLEQUAH OK	1,000.00
08-07	08-06	24055224219050917844666	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	46.91
08-09	08-08	24692164221103328383361	LOWES #01818* TAHLEQUAH OK	33.34
08-19	08-16	24692164229100105006209	LOWES #01818* TAHLEQUAH OK	149.00
08-19	08-16	24733094230010681008874	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	89.90

JUSTIN HACKWORTH	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$27.46	\$0.00	\$27.46

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-24	24733094207006671905631	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	7.50
08-15	08-14	24692164227108526767202	LOWES #01818* TAHLEQUAH OK	19.96

JOHN N KING	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$3,596.02	\$0.00	\$3,596.02

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-29	24692164211104060806264	AMAZON MKTPL*RV63I9T51 AMZN.COM/BILL WA	167.61
07-31	07-30	24692164212105350207682	AMAZON MKTPL*RV32N3DU0 AMZN.COM/BILL WA	721.10
08-06	08-05	24692164218100651806658	AMAZON MKTPL*RF2G08MS1 AMZN.COM/BILL WA	115.20
08-07	08-07	24204294219002095935082	5.11. INC. 866-4511726 CA	624.15
08-08	08-07	24692164220102439845442	AMAZON MKTPL*RM8BS7LK2 AMZN.COM/BILL WA	10.21
08-08	08-07	24692164221102673329466	AMAZON MKTPL*RM5BA8NY2 AMZN.COM/BILL WA	19.99
08-09	08-08	24692164221103180726368	AMAZON MKTPL*RM05W5FH0 AMZN.COM/BILL WA	907.10



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-12	08-11	24692164224105585327475	AMAZON MKTPL*RM2KU3QF2 AMZN.COM/BILL WA	59.98
08-16	08-15	24692164228108892215843	AMAZON MKTPL*RU4Z32022 AMZN.COM/BILL WA	69.86
08-16	08-15	24692164228109224676348	AMAZON MKTPL*RU2CW1PR2 AMZN.COM/BILL WA	789.37
08-19	08-16	24692164229100162924906	AMAZON MKTPL*RU8QV0TN0 AMZN.COM/BILL WA	94.50
08-23	08-22	24692164235104848758284	AMAZON MKTPL*R40DD2LJ1 AMZN.COM/BILL WA	16.95

ERIC LAMONS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$40.90	\$78.25	\$0.00	\$37.35

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-21	08-19	74733094233011161902786	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	40.90 CR
08-21	08-19	24733094233011161902773	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	40.90
08-21	08-19	24733094233011161902799	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	37.35

AARON D GARRETT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$165.18	\$0.00	\$165.18

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24000774213000018518566	TACTACAM WWW.REVEALCEL MN	13.00
08-01	07-31	24000774213000020131572	TACTACAM WWW.REVEALCEL MN	8.98
08-15	08-14	24692164227108526767368	LOWES #01818* TAHLEQUAH OK	115.84
08-19	08-16	24692164229100297128597	LOVE'S #0078 INSIDE TAHLEQUAH OK	27.36

RICHARD S COFFRON	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$139.00	\$0.00	\$139.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-09	08-08	24692164221103262248059	AMAZON MKTPL*RM0I40071 AMZN.COM/BILL WA	139.00

BRIAN F SPEAKE	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
[REDACTED]	\$0.00	\$4,239.58	\$0.00	\$4,239.58

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24692164207101193792284	LOWES #01818* TAHLEQUAH OK	99.94
07-29	07-25	24656044208030040261192	A&C FIRE EXTINGUISHER CO YUKON OK	635.00
07-30	07-29	24269754211900012268227	BURTON POOLS AND SPAS FS 479-6483483 AR	1,509.90
07-31	07-30	24269754212900012368760	BURTON POOLS AND SPAS FS 479-6483483 AR	833.78
08-05	08-02	24692164215107960077775	LOWES #01818* TAHLEQUAH OK	94.88
08-06	08-05	24421144218900011900012	SAND TECH SCREENING LLC TAHLEQUAH OK	233.44
08-06	08-05	24692164218100773444743	LOWES #01818* TAHLEQUAH OK	90.64
08-06	08-05	24765014218049979101962	4G SERVICE & SUPPLY INC TAHLEQUAH OK	480.00
08-09	08-08	24445004221300576650339	FSP*HEARTH AND POOL TAHLEQUAH OK	262.00



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY**RICK DYE****CREDITS**
\$0.00**PURCHASES**
\$2,089.86**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,089.86

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-30	24055224212044156826077	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	235.25
07-31	07-30	24431054213019298261149	O'REILLY 187 TAHLEQUAH OK	156.41
08-01	07-31	24431054214019752289577	O'REILLY 187 TAHLEQUAH OK	16.99
08-01	07-31	24692164213106059008545	AMAZON MKTPL*RF2RW1OJ2 AMZN.COM/BILL WA	376.08
08-01	07-31	24707804213027018699022	FARMERS CO-OP TAHLEQUAH OK	500.00
08-05	08-02	24692164215107949626437	AMAZON MKTPL*RF67M40I2 AMZN.COM/BILL WA	184.29
08-07	08-06	24431054220022325211757	O'REILLY 187 TAHLEQUAH OK	574.52
08-09	08-08	24193044222000012195019	WELDON PARTS MUSKOGEE MUSKOGEE OK	46.32

MANDY D KING**CREDITS**
\$0.00**PURCHASES**
\$940.00**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$940.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-20	08-19	24270744232900018600020	TAHLEQUAH PRINTING 918-4585511 OK	940.00

CASEY D BAKER**CREDITS**
\$0.00**PURCHASES**
\$1,445.31**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,445.31

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24435654207009592001771	GALLS 859-266-7227 KY	643.60
08-02	08-01	24445004215001034252944	FAMILY DOLLAR TAHLEQUAH OK	80.00
08-08	08-07	24445004221400232908244	WM SUPERCENTER #10 TAHLEQUAH OK	58.34
08-09	08-08	24692164221102994405508	AMAZON MKTPL*RM0346JA2 AMZN.COM/BILL WA	54.38
08-14	08-13	24492164226000029222558	WWW.NSUOK.EDU ATHL WWW.NSUOK.EDU OK	16.79
08-20	08-19	24000974232180801121423	LOCKE SUPPLY WE TAHLEQUAH 918-4567551 OK	24.24
08-20	08-19	24692164232102648145812	LOWES #01818* TAHLEQUAH OK	167.96
08-22	08-21	24692164234104337578533	LOWES #01818* TAHLEQUAH OK	400.00

VICKY E GREEN**CREDITS**
\$0.00**PURCHASES**
\$1,561.52**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,561.52

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24137464214001597803521	TRACTOR SUPPLY #1173 TAHLEQUAH OK	149.99
08-06	08-05	24116414218718968473347	REVIVAL ANIMAL HEALTH LLC 712-737-5555 IA	805.49
08-14	08-13	24445004227000988144293	COVETRUS NORTH AMERICA 614-761-9095 OH	431.46
08-20	08-19	24036294232712144414833	VISTAPRINT 866-207-4955 MA	57.22
08-20	08-19	24765014232063323437537	4G SERVICE & SUPPLY INC TAHLEQUAH OK	117.36

KAREN D MURPHY**CREDITS**
\$0.00**PURCHASES**
\$3,279.04**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,279.04



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-01	07-31	24198804213430617055222	PAYPAL *3CMA 7037070830 DC	930.00
08-06	08-05	24801974219050275121993	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	1,670.00
08-07	08-06	24431064219032002041791	NSU COPY ZONE TAHLEQUAH OK	37.50
08-07	08-06	24744004219900013923389	TAHLEQUAH DAILY PRESS 918-4568833 OK	199.00
08-08	08-07	24183104220900012245274	SWAIM OFFICE SUPPLIES 479-4743632 AR	188.12
08-09	08-08	24801974222053179083272	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	230.00
08-13	08-12	24445004226000969646143	WALGREENS #10785 TAHLEQUAH OK	14.04
08-20	08-19	24421144232900012700124	SAND TECH SCREENING LLC TAHLEQUAH OK	10.38

KENNETH D BARNES**CREDITS**
\$0.00**PURCHASES**
\$780.08**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$780.08

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-26	24733094209007039036521	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	36.44
07-29	07-26	24801974208040287347408	H & H AUTO TAHLEQUAH OK	184.53
07-30	07-29	24431054212018848243202	O'REILLY 187 TAHLEQUAH OK	7.39
08-12	08-11	24435654224013587001829	GALLS 859-266-7227 KY	253.39
08-14	08-13	24231684227057998000326	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	19.98
08-15	08-14	24435654227014294065104	GALLS 859-266-7227 KY	147.95
08-19	08-16	24445004230400227575833	WM SUPERCENTER #10 TAHLEQUAH OK	25.43
08-20	08-19	24692164232102868270910	LOWES #01818* TAHLEQUAH OK	54.98
08-20	08-19	24801974232063455924253	TAHLEQUAH LUMBER TAHLEQUAH OK	49.99

RANDY POWELL**CREDITS**
\$0.00**PURCHASES**
\$2,804.66**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,804.66

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-07	08-06	24011344219000034916458	AMAZON MARK* RF9FV4QM1 HTTPSAMAZON.C WA	75.76
08-08	08-08	24692164221102718350774	AMAZON.COM*RF95E8WH1 AMZN.COM/BILL WA	42.42
08-12	08-09	24011344222000075218934	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	149.90
08-15	08-14	24692164227108349643101	AMAZON MKTPL*RU2G043W2 AMZN.COM/BILL WA	18.53
08-15	08-14	24692164227108417777872	AMZN MKTP US*RUOLK0JM2 AMZN.COM/BILL WA	267.99
08-16	08-15	24767904228156400959906	DF SUPPLY INC 330-6509226 OH	282.64
08-22	08-21	24692164234104437923357	AMAZON MKTPL*R46W58M32 AMZN.COM/BILL WA	21.98
08-22	08-21	24692164234104439215240	AMAZON MKTPL*RU0390WQ0 AMZN.COM/BILL WA	253.95
08-23	08-22	24204294235001852485059	MICROSOFT*STORE 425-6816830 WA	1,691.49

ELLIOT REIF**CREDITS**
\$571.87**PURCHASES**
\$3,167.54**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,595.67

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-26	24455014208141000024128	WAL-MART #0010 TAHLEQUAH OK	182.00
07-29	07-28	24692164210103701442639	AMAZON.COM*RV4EY7H22 AMZN.COM/BILL WA	226.76
07-30	07-29	24744004211900013021208	TAHLEQUAH DAILY PRESS 918-4568833 OK	51.70
07-30	07-29	24801974212043516230555	OKLAHOMA MUNICIPAL LEAGU 405-528-7515 OK	350.00
07-31	07-30	24455014212141000039302	WAL-MART #0010 TAHLEQUAH OK	40.34
07-31	07-30	24692164212105604577153	ASSN *ORDER 888-777-7077 NC	560.00
08-06	08-05	24270744218059488504523	OKLAHOMA MUNICIPAL LEAG OKLAHOMA CITY OK	93.75
08-06	08-05	24436544219044893414728	SOCIETYFORHUMANRESOURCE 800-2837476 VA	264.00



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-06	08-05	24744004218900013823069	TAHLEQUAH DAILY PRESS 918-4568833 OK	12.15
08-08	08-07	74692164220102616615696	ASSN *ORDER 888-777-7077 NC	560.00 CR
08-09	08-08	24226384221360127679287	WAL-MART #0010 TAHLEQUAH OK	9.04
08-09	08-09	24430994222053040000171	PITNEY BOWES PI 844-256-6444 CT	488.30
08-09	08-08	24692164221103136652205	AMAZON MKTPL*RM4IV5CZ1 AMZN.COM/BILL WA	170.56
08-13	08-12	24137464226001527592885	USPS PO 3980190213 TAHLEQUAH OK	30.45
08-14	08-13	74692164226107487815642	AMZN MKTP US AMZN.COM/BILL WA	11.87 CR
08-15	08-14	24692164227108406699434	SQ *ALL DESIGNS 877-417-4551 OK	140.40
08-16	08-15	24692164228109056878491	AMAZON MKTPL*RU76X31J2 AMZN.COM/BILL WA	50.66
08-16	08-15	24692164228109329301065	AMAZON MKTPL*RU83J4GA2 AMZN.COM/BILL WA	94.25
08-20	08-19	24692164232102721936889	AMAZON MKTPL*R43R36Z12 AMZN.COM/BILL WA	39.50
08-21	08-20	24692164233103371204957	AMZN MKTP US*RU9JV19F1 AMZN.COM/BILL WA	194.99
08-22	08-21	24692164234104039129353	AMAZON MKTPL*RU0E14UT0 AMZN.COM/BILL WA	9.65
08-22	08-21	24692164234104144739823	AMZN MKTP US*RU20F3YB1 AMZN.COM/BILL WA	22.00
08-23	08-22	24431054236029170282975	O'REILLY 187 TAHLEQUAH OK	137.04

LARRY P BLACKMAN [REDACTED]	CREDITS \$0.00	PURCHASES \$1,169.77	CASH ADV \$0.00	TOTAL ACTIVITY \$1,169.77
---------------------------------------	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-30	24431054213019298261156	O'REILLY 187 TAHLEQUAH OK	105.89
07-31	07-30	24707804212027018429199	FARMERS CO-OP TAHLEQUAH OK	500.00
08-02	08-01	24707804214027019998224	FARMERS CO-OP TAHLEQUAH OK	500.00
08-16	08-15	24231684229060004935053	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	63.88

JOHN W SUTTON [REDACTED]	CREDITS \$0.00	PURCHASES \$2,123.74	CASH ADV \$0.00	TOTAL ACTIVITY \$2,123.74
------------------------------------	--------------------------	--------------------------------	---------------------------	-------------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24000974207037300057543	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	7.19
07-26	07-25	24055224207039441879250	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	211.00
07-30	07-29	24000974211059800028943	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	13.21
07-30	07-29	24000974211059801199990	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	13.62
07-31	07-30	24000974212065600004454	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	11.33
07-31	07-30	24000974212065600010436	LOCKE SUPPLY TAHLEQUAH 918-4568839 OK	30.20
08-01	07-31	24055224213045122869587	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	115.74
08-01	07-31	24137464213300754658871	CLYDES AUTOMOTIVE & TIRE TAHLEQUAH OK	934.86
08-02	08-01	24055224214046138172742	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	13.10
08-02	08-01	24137464214300847600392	CLYDES AUTOMOTIVE & TIRE TAHLEQUAH OK	200.80
08-02	08-01	24137464215001644977525	TRACTOR SUPPLY #1173 TAHLEQUAH OK	411.77
08-02	08-01	24707804214027019998372	FARMERS CO-OP TAHLEQUAH OK	21.00
08-05	08-01	24733094215008068050237	ATWOOD 40 TAHLEQUAH TAHLEQUAH OK	131.94
08-13	08-12	24326884226005554503681	ADVANCE AUTO PARTS #8116 TAHLEQUAH OK	7.98

JENNIFER D CRUWELL [REDACTED]	CREDITS \$0.00	PURCHASES \$387.95	CASH ADV \$0.00	TOTAL ACTIVITY \$387.95
---	--------------------------	------------------------------	---------------------------	-----------------------------------

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-22	08-21	24999894234900012000012	OSMAN EQUIPMENT LLC TAHLEQUAH OK	387.95



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY**WILLIAM HARRIS****CREDITS**
\$10.54**PURCHASES**
\$3,820.88**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,810.34

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-26	07-25	24765014207039415060958	PRYOR KUBOTA PRYOR OK	1,134.96
07-26	07-25	24801974207039438059681	TAHLEQUAH LUMBER TAHLEQUAH OK	50.64
07-29	07-26	24431054209017641384317	O'REILLY 187 TAHLEQUAH OK	37.25
07-31	07-31	24692164213105712579512	BURROW CONSTRUCTION LL 309-263-6301 OK	221.23
08-05	08-03	74692164216108519716362	BURROW CONSTRUCTION LL 309-263-6301 OK	10.54
08-08	08-07	24231684221052239095520	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	99.99
08-08	08-07	24431054221022774236098	O'REILLY 187 TAHLEQUAH OK	38.25
08-08	08-06	24765194220030024234400	PATE INDUSTRIAL SUPPLY IN MUSKOGEE OK	19.52
08-09	08-08	24707804221027018440716	FARMERS CO-OP TAHLEQUAH OK	860.00
08-13	08-12	24231684226057023035991	HARBOR FREIGHT TOOLS3160 TAHLEQUAH OK	108.98
08-13	08-12	24801974225056688958980	TAHLEQUAH LUMBER TAHLEQUAH OK	35.97
08-15	08-14	24941664227025615043519	DAVIS OIL CO., INC. TAHLEQUAH OK	314.35
08-19	08-16	24445004229300632758508	FSP*CHRIS'S QUICK LUBE TAHLEQUAH OK	68.42
08-19	08-16	24692164229100276596723	IN *ATLAS LAND OFFICE, IN 918-4859987 OK	500.00
08-21	08-20	24055224233064265000617	GW VAN KEPPEL-103 918-836-8851 OK	331.32

BRIAN L LAMBERT**CREDITS**
\$0.00**PURCHASES**
\$1,572.29**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$1,572.29

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-26	24137464209001676557037	TRACTOR SUPPLY #1173 TAHLEQUAH OK	42.97
07-29	07-25	24656044208030040261184	A&C FIRE EXTINGUISHER CO YUKON OK	100.00
08-12	08-08	24639234222900015400069	FLIGHT LIGHT INC. 916-3942800 CA	1,108.70
08-22	08-21	24055224234065375830495	X-PRESS EQUIPMENT RENTAL TAHLEQUAH OK	320.62

CHRIS L ARMSTRONG**CREDITS**
\$0.00**PURCHASES**
\$3,413.56**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$3,413.56

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-29	07-25	24656044208030040261176	A&C FIRE EXTINGUISHER CO YUKON OK	809.70
07-31	07-31	24692164213105687808649	SYSTEM SCALE CORP 317-876-9335 IN	1,202.15
08-01	07-31	24540454213182500022731	CHEROKE COUNTY TAG 918-4532889 OK	73.10
08-09	08-08	24692164221103328383395	LOWES #01818* TAHLEQUAH OK	210.80
08-13	08-12	24270744225900019618996	TAHLEQUAH AREA CHAMBER 918-4563742 OK	595.00
08-15	08-14	24540454227182500019129	CHEROKE COUNTY TAG 918-4532889 OK	177.91
08-16	08-14	24692164228108883668471	LOWES #01818* TAHLEQUAH OK	179.96
08-19	08-16	24607944230060884228448	X-PRESS STOP TAHLEQUAH OK	69.34
08-20	08-19	24540454232182500041803	CHEROKE COUNTY TAG 918-4532889 OK	95.60

VICKI JOHNSON**CREDITS**
\$136.72**PURCHASES**
\$2,286.31**CASH ADV**
\$0.00**TOTAL ACTIVITY**
\$2,149.59

Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-31	07-30	24765014212044023478017	4G SERVICE & SUPPLY INC TAHLEQUAH OK	59.00
08-07	08-05	24656044219030035393189	A&C FIRE EXTINGUISHER CO YUKON OK	419.30



Company Name: CITY OF TAHLEQUAH
Corporate Account Number: [REDACTED]
Statement Date: 08-23-2024

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-08	08-07	24412954220022729000040	TRUCK 1104 BATTERY 800-828-1629 MO	110.72	
08-13	08-12	24493984226016966110200	RUSH TRK CTR TULSA TULSA OK	1,595.00	
08-15	08-14	74412954227025701000043	TRUCK 1104 BATTERY GOLDEN MO	136.72	CR
08-15	08-14	24431054228025747228525	O'REILLY 187 TAHLEQUAH OK	102.29	
JOE ENLOW JR			CREDITS	PURCHASES	CASH ADV
[REDACTED]			\$12.98	\$185.58	\$0.00
				TOTAL ACTIVITY	\$172.60
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
08-07	08-06	74692164219101643521110	LOWES #01818* TAHLEQUAH OK	12.98	CR
08-07	08-06	24692164219101643520943	LOWES #01818* TAHLEQUAH OK	15.98	
08-07	08-06	24692164219101643520950	LOWES #01818* TAHLEQUAH OK	33.46	
08-16	08-15	24445004229400215216187	WM SUPERCENTER #10 TAHLEQUAH OK	96.14	
08-22	08-21	24801974234065378989915	TAHLEQUAH LUMBER TAHLEQUAH OK	40.00	



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4f
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the August 2024 Open PO Report.

Background

Monthly consent agenda item.

Exhibits

1. 09.03.2024 Open PO for August

Funding Source

Request

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 08/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
AIRPORT									
86073	William Marvin Johnson LLC	17803	500387	07/01/2024	3,600.00	600.00	.00	3,000.00	No
86074	Aviation Insurance Managers Inc	1480	500388	07/01/2024	2,844.00	.00	.00	2,844.00	No
86081	Syn-Tech Systems, INC.	15592	500395	07/01/2024	550.00	.00	.00	550.00	No
Total AIRPORT:					6,994.00	600.00	.00	6,394.00	
CEMETERY									
86051	Greg's Port-A-Potties	6740	500365	07/01/2024	900.00	150.00	.00	750.00	No
86058	Richard Smith	13880	500372	07/01/2024	35,000.00	.00	.00	35,000.00	No
86272	Cintas Corp #2	3380	500583	07/29/2024	464.88	193.70	.00	271.18	No
86284	BancFirst	1650	500597	07/31/2024	5,000.00	.00	.00	5,000.00	No
Total CEMETERY:					41,364.88	343.70	.00	41,021.18	
CITY AIRPORT									
86084	BancFirst	1650	500398	07/01/2024	2,000.00	.00	.00	2,000.00	No
Total CITY AIRPORT:					2,000.00	.00	.00	2,000.00	
CITY CLERK									
86086	BancFirst	1650	500400	07/01/2024	2,000.00	.00	.00	2,000.00	No
Total CITY CLERK:					2,000.00	.00	.00	2,000.00	
Compliance									
86066	County Records, Inc	3930	500380	07/01/2024	198.00	49.50	.00	148.50	No
86087	BancFirst	1650	500401	07/01/2024	5,000.00	.00	.00	5,000.00	No
86128	B&B Services	157967	500442	07/02/2024	100.00	.00	.00	100.00	No
86353	Tim M Synar	158472	500662	08/19/2024	35.00	.00	.00	35.00	No
Total Compliance:					5,333.00	49.50	.00	5,283.50	
EMERGENCY MANAGEMENT									
85388	CDL Electric Co., Inc.	2490	499745	11/08/2023	284.05	.00	.00	284.05	No
86088	BancFirst	1650	500402	07/01/2024	2,500.00	.00	.00	2,500.00	No
Total EMERGENCY MANAGEMENT:					2,784.05	.00	.00	2,784.05	
FIRE									
86093	ESO Solutions, Inc.	158477	500407	07/01/2024	4,075.00	.00	.00	4,075.00	No
86094	Lexipol LLC	158089	500408	07/01/2024	1,396.08	.00	.00	1,396.08	No
86095	Ok St Firefighters Assn	12080	500409	07/01/2024	2,240.00	.00	.00	2,240.00	No
86096	Roberts Testing Service	14020	500410	07/01/2024	1,000.00	.00	.00	1,000.00	No
86107	Pro Lawn & Landscape	13085	500421	07/02/2024	1,600.00	.00	.00	1,600.00	No
86109	Structural Technology, Inc	15445	500423	07/02/2024	700.00	.00	.00	700.00	No
86147	Sand Tech Screening LLC	14360	500461	07/08/2024	169.50	.00	.00	169.50	No
86148	Sand Tech Screening LLC	14360	500462	07/08/2024	203.00	.00	.00	203.00	No
86149	Sand Tech Screening LLC	14360	500463	07/08/2024	180.50	.00	.00	180.50	No
86150	Sand Tech Screening LLC	14360	500464	07/08/2024	252.50	.00	.00	252.50	No
86151	Sand Tech Screening LLC	14360	500465	07/08/2024	241.00	.00	.00	241.00	No
86152	Galls, Inc	6160	500466	07/08/2024	555.59	.00	.00	555.59	No
86153	Galls, Inc	6160	500467	07/08/2024	436.90	.00	.00	436.90	No
86154	Galls, Inc	6160	500468	07/08/2024	375.36	.00	.00	375.36	No
86155	Galls, Inc	6160	500469	07/08/2024	488.84	.00	.00	488.84	No
86156	Galls, Inc	6160	500470	07/08/2024	472.14	.00	.00	472.14	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 08/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86158	Sand Tech Screening LLC	14360	500472	07/08/2024	337.00	.00	.00	337.00	No
86159	Galls, Inc	6160	500473	07/08/2024	402.72	.00	.00	402.72	No
86168	Sand Tech Screening LLC	14360	500484	07/10/2024	306.00	.00	.00	306.00	No
86169	Galls, Inc	6160	500485	07/10/2024	345.72	.00	.00	345.72	No
86170	Sand Tech Screening LLC	14360	500486	07/10/2024	319.00	.00	.00	319.00	No
86171	Galls, Inc	6160	500487	07/10/2024	284.94	.00	.00	284.94	No
86172	Sand Tech Screening LLC	14360	500488	07/10/2024	306.00	.00	.00	306.00	No
86173	Galls, Inc	6160	500489	07/10/2024	440.55	.00	.00	440.55	No
86174	Sand Tech Screening LLC	14360	500490	07/10/2024	196.50	.00	.00	196.50	No
86175	Galls, Inc	6160	500491	07/10/2024	305.00	.00	.00	305.00	No
86182	Galls, Inc	6160	500499	07/10/2024	596.63	.00	.00	596.63	No
86192	Sand Tech Screening LLC	14360	500507	07/12/2024	64.00	.00	.00	64.00	No
86192	Sand Tech Screening LLC	14360	500507	07/12/2024	172.98	.00	.00	172.98	No
86195	Sand Tech Screening LLC	14360	500510	07/15/2024	266.00	.00	.00	266.00	No
86196	Galls, Inc	6160	500511	07/15/2024	450.00	.00	.00	450.00	No
86198	Robertson Overhead Doors	14030	500513	07/15/2024	2,500.00	.00	.00	2,500.00	No
86213	Galls, Inc	6160	500527	07/16/2024	430.44	.00	.00	430.44	No
86214	Galls, Inc	6160	500528	07/16/2024	239.60	.00	.00	239.60	No
86215	Galls, Inc	6160	500529	07/16/2024	415.92	.00	.00	415.92	No
86216	Galls, Inc	6160	500530	07/16/2024	492.04	.00	.00	492.04	No
86217	Galls, Inc	6160	500531	07/16/2024	283.26	.00	.00	283.26	No
86218	Galls, Inc	6160	500532	07/16/2024	513.08	.00	.00	513.08	No
86219	Sand Tech Screening LLC	14360	500533	07/16/2024	319.56	.00	.00	319.56	No
86220	Sand Tech Screening LLC	14360	500534	07/16/2024	386.00	.00	.00	386.00	No
86221	Sand Tech Screening LLC	14360	500535	07/16/2024	232.00	.00	.00	232.00	No
86222	Sand Tech Screening LLC	14360	500536	07/16/2024	254.00	.00	.00	254.00	No
86223	Sand Tech Screening LLC	14360	500537	07/16/2024	329.00	.00	.00	329.00	No
86224	Sand Tech Screening LLC	14360	500538	07/16/2024	236.92	.00	.00	236.92	No
86235	Sand Tech Screening LLC	14360	500549	07/19/2024	340.00	.00	.00	340.00	No
86236	Galls, Inc	6160	500550	07/19/2024	407.00	.00	.00	407.00	No
86281	BancFirst	1650	500594	07/31/2024	10,000.00	.00	.00	10,000.00	No
86297	NAFECO	10990	500610	08/02/2024	3,483.00	.00	.00	3,483.00	No
86316	Security Alarms Co	14580	500626	08/08/2024	13,695.00	.00	.00	13,695.00	No
86317	American Lock Shop	1020	500627	08/08/2024	5,885.27	.00	.00	5,885.27	No
86361	NAFECO	10990	500670	08/22/2024	23,582.50	.00	.00	23,582.50	No
Total FIRE:					83,204.04	.00	.00	83,204.04	
HOTEL MOTEL FUND									
86246	Chamber of Commerce	2794	500559	07/23/2024	79,916.00	6,659.67	.00	73,256.33	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,000.00	333.34	.00	3,666.66	No
86246	Chamber of Commerce	2794	500559	07/23/2024	7,000.00	583.33	.00	6,416.67	No
86246	Chamber of Commerce	2794	500559	07/23/2024	1,500.00	125.00	.00	1,375.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	108,774.00	9,064.50	.00	99,709.50	No
86246	Chamber of Commerce	2794	500559	07/23/2024	12,010.00	1,000.83	.00	11,009.17	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,800.00	400.00	.00	4,400.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	24,000.00	2,000.00	.00	22,000.00	No
Total HOTEL MOTEL FUND:					242,000.00	20,166.67	.00	221,833.33	
IT									
86090	BancFirst	1650	500404	07/01/2024	2,500.00	.00	.00	2,500.00	No
86118	Generator Supercenter	158418	500432	07/02/2024	325.00	.00	.00	325.00	No
86119	PDQ.com Corporation	157987	500433	07/02/2024	637.50	.00	.00	637.50	No
86294	Dell Marketing L.P.	4640	500607	08/02/2024	5,107.00	.00	.00	5,107.00	No
86355	Dell Marketing L.P.	4640	500665	08/19/2024	3,412.71	.00	.00	3,412.71	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total IT:					11,982.21	.00	.00	11,982.21	
LAW ENFORCEMENT									
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
85743	Ok DARE Officers Association	11700	500076	03/14/2024	321.00	.00	.00	321.00	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	16.50	.00	.00	16.50	No
86035	Galls, Inc	6160	500349	07/01/2024	880.00	.00	.00	880.00	No
86040	TYR Tactical LLC	158467	500354	07/01/2024	61,708.92	.00	.00	61,708.92	No
86114	Cintas Corp #2	3380	500428	07/02/2024	1,032.00	86.00	.00	946.00	No
86115	DroneSense, Inc	158390	500429	07/02/2024	3,400.00	.00	.00	3,400.00	No
86121	Northwest Fire Protection, Inc.	158372	500435	07/02/2024	255.00	.00	.00	255.00	No
86122	Ok Dept of Public Safety	11760	500436	07/02/2024	6,600.00	.00	.00	6,600.00	No
86239	Law Enforcement Psychological	9471	500553	07/19/2024	250.00	.00	.00	250.00	No
86249	Indian Capital Technology Center	7780	500562	07/23/2024	75.00	.00	.00	75.00	No
86283	BancFirst	1650	500596	07/31/2024	10,000.00	.00	.00	10,000.00	No
86293	Randy Jordan	13528	500606	08/02/2024	61.25	.00	.00	61.25	No
86328	Dell Marketing L.P.	4640	500638	08/12/2024	4,249.00	.00	.00	4,249.00	No
86328	Dell Marketing L.P.	4640	500638	08/12/2024	351.80	.00	.00	351.80	No
86348	Chase Reed	158423	500656	08/15/2024	88.93	.00	.00	88.93	No
86349	Cherokee County Detention	3050	500657	08/15/2024	1,500.00	.00	.00	1,500.00	No
86354	Three A Towing	16347	500663	08/19/2024	260.16	.00	.00	260.16	No
Total LAW ENFORCEMENT:					100,559.26	264.00	.00	100,295.26	
MAINTENANCE									
86287	BancFirst	1650	500600	07/31/2024	10,000.00	.00	.00	10,000.00	No
Total MAINTENANCE:					10,000.00	.00	.00	10,000.00	
MANAGERIAL									
85317	Arledge & Associates	1235	499675	10/18/2023	44,225.00	40,603.00	.00	3,622.00	No
85823	Compliance Resource Group INC	158437	500152	04/09/2024	1,200.00	.00	.00	1,200.00	No
86044	Ascentis Corporation (Prior- Novat	158045	500358	07/01/2024	9,696.00	2,250.60	.00	7,445.40	No
86045	BenefitScape	158195	500359	07/01/2024	2,245.00	.00	.00	2,245.00	No
86048	Consolidated Communications	157988	500362	07/01/2024	14,015.40	1,187.72	.00	12,827.68	No
86055	Pitney Bowes	12910	500369	07/01/2024	685.20	171.30	.00	513.90	No
86062	Hammons, Hamby, and Price PLL	158459	500376	07/01/2024	51,500.04	4,291.67	.00	47,208.37	No
86071	Your Health, LLC	158277	500385	07/01/2024	1,300.00	500.00	.00	800.00	No
86079	ECA-AST, LLC	5270	500393	07/01/2024	175.00	.00	.00	175.00	No
86079	ECA-AST, LLC	5270	500393	07/01/2024	660.00	.00	.00	660.00	No
86083	BancFirst	1650	500397	07/01/2024	10,000.00	.00	.00	10,000.00	No
86099	Ok Municipal Assurance Group	11920	500413	07/01/2024	93,226.00	23,306.50	.00	69,919.50	No
86100	Tahlequah Main Street Assoc.	15870	500414	07/01/2024	95,000.00	35,500.00	.00	59,500.00	No
86101	Chamber of Commerce	2795	500415	07/01/2024	7,500.00	1,250.00	.00	6,250.00	No
86103	Nationwide Trailers LLC	158608	500417	07/01/2024	21,451.25	.00	.00	21,451.25	No
86137	On Call Services and Rentals, LL	158324	500451	07/03/2024	1,080.00	.00	.00	1,080.00	No
86200	Cook Construction	3880	500515	07/15/2024	10,891.45	.00	.00	10,891.45	No
86225	Crowe & Dunlevy	158573	500539	07/17/2024	10,000.00	4,143.50	.00	5,856.50	No
86227	Freese and Nichols, Inc.	158489	500541	07/17/2024	439,964.21	.00	.00	439,964.21	No
86229	Guy Engineering Services, Inc.	6840	500543	07/17/2024	19,440.45	.00	.00	19,440.45	No
86247	Valbridge Property Advisors (dba)	158035	500560	07/23/2024	12,500.00	.00	.00	12,500.00	No
86254	Green Country Abstract & Title Co	157844	500566	07/24/2024	500.00	.00	.00	500.00	No
86258	A T & T	215		07/25/2024	1,497.00	124.75	.00	1,372.25	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 08/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86262	APAC-Central, Inc	1155	500572	07/25/2024	126,140.00	65,133.80	.00	61,006.20	No
86263	Local Government Testing Consor	158595	500573	07/29/2024	4,000.00	.00	.00	4,000.00	No
86264	Local Government Testing Consor	158595	500574	07/29/2024	2,800.00	.00	.00	2,800.00	No
86275	Homebase	158579	500586	07/30/2024	8,200.00	.00	.00	8,200.00	No
86336	Double M Fence Co. LLC	158107	500644	08/13/2024	16,540.00	.00	.00	16,540.00	No
86345	Rhonda Norris RVT	158530	500653	08/15/2024	1,150.00	.00	.00	1,150.00	No
86346	Elijah Spray VT	158596	500654	08/15/2024	200.00	.00	.00	200.00	No
86347	Tim M Synar	158472	500655	08/15/2024	1,400.00	.00	.00	1,400.00	No
86359	Advanced Workzone Services	550	500669	08/20/2024	6,600.00	.00	.00	6,600.00	No
Total MANAGERIAL:					1,015,782.	178,462.84	.00	837,319.16	
Multi-Departmental									
86047	Cherokee County Clerk	3020	500361	07/01/2024	1,782.00	72.00	.00	1,710.00	No
86047	Cherokee County Clerk	3020	500361	07/01/2024	1,000.00	18.00	.00	982.00	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	300.00	46.16	.00	253.84	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	3,000.00	1,518.37	.00	1,481.63	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	18,000.00	11,945.17	.00	6,054.83	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	120.00	.00	.00	120.00	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	18,000.00	8,445.64	.00	9,554.36	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	5,000.00	2,879.51	.00	2,120.49	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	500.00	328.00	.00	172.00	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	1,200.00	425.21	.00	774.79	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	400.00	44.57	.00	355.43	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	200.00	64.19	.00	135.81	No
86050	Fuelman of Oklahoma or	6080	500364	07/01/2024	1,200.00	585.48	.00	614.52	No
86060	Northeast OK Public Facilities	11300	500374	07/01/2024	25,000.00	890.50	.00	24,109.50	No
86060	Northeast OK Public Facilities	11300	500374	07/01/2024	300.00	.00	.00	300.00	No
86060	Northeast OK Public Facilities	11300	500374	07/01/2024	400.00	22.08	.00	377.92	No
86061	A & C Fire Extinguisher, Inc	170	500375	07/01/2024	100.00	.00	.00	100.00	No
86061	A & C Fire Extinguisher, Inc	170	500375	07/01/2024	366.00	.00	.00	366.00	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	3,801.72	633.62	.00	3,168.10	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.72	38.12	.00	190.60	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.72	38.12	.00	190.60	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.84	38.14	.00	190.70	No
86070	OTA	12390	500384	07/01/2024	100.00	.00	.00	100.00	No
86070	OTA	12390	500384	07/01/2024	50.00	.00	.00	50.00	No
86070	OTA	12390	500384	07/01/2024	100.00	2.40	.00	97.60	No
86070	OTA	12390	500384	07/01/2024	100.00	11.70	.00	88.30	No
86070	OTA	12390	500384	07/01/2024	100.00	5.20	.00	94.80	No
86070	OTA	12390	500384	07/01/2024	30.00	.60	.00	29.40	No
86070	OTA	12390	500384	07/01/2024	100.00	.00	.00	100.00	No
86070	OTA	12390	500384	07/01/2024	30.00	.00	.00	30.00	No
86070	OTA	12390	500384	07/01/2024	30.00	.00	.00	30.00	No
86070	OTA	12390	500384	07/01/2024	150.00	15.05	.00	134.95	No
86075	One Source Water, LLC	157851	500389	07/01/2024	500.00	104.85	.00	395.15	No
86075	One Source Water, LLC	157851	500389	07/01/2024	300.00	58.92	.00	241.08	No
86075	One Source Water, LLC	157851	500389	07/01/2024	250.00	18.97	.00	231.03	No
86075	One Source Water, LLC	157851	500389	07/01/2024	500.00	158.75	.00	341.25	No
86075	One Source Water, LLC	157851	500389	07/01/2024	500.00	57.93	.00	442.07	No
86078	Ok Dept of Labor	11740	500392	07/01/2024	225.00	.00	.00	225.00	No
86078	Ok Dept of Labor	11740	500392	07/01/2024	225.00	.00	.00	225.00	No
86098	Ok Municipal Assurance Group	11920	500412	07/01/2024	123,339.20	68,778.40	.00	54,560.80	No
86098	Ok Municipal Assurance Group	11920	500412	07/01/2024	30,834.80	17,194.60	.00	13,640.20	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	58.05	.00	441.95	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	25.00	.00	475.00	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 08/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86104	VIP Voice Services LLC	158022	500418	07/01/2024	10,188.00	1,698.00	.00	8,490.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	360.00	60.00	.00	300.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	5,736.00	956.00	.00	4,780.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	8,640.00	1,440.00	.00	7,200.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	732.00	122.00	.00	610.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,328.00	388.00	.00	1,940.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,596.00	266.00	.00	1,330.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,028.00	338.00	.00	1,690.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,892.00	482.00	.00	2,410.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,164.00	194.00	.00	970.00	No
86110	TK Elevator	16370	500424	07/02/2024	6,838.80	1,709.70	.00	5,129.10	No
86110	TK Elevator	16370	500424	07/02/2024	650.00	.00	.00	650.00	No
86110	TK Elevator	16370	500424	07/02/2024	5,594.64	1,398.66	.00	4,195.98	No
86110	TK Elevator	16370	500424	07/02/2024	650.00	.00	.00	650.00	No
86111	EPIC Office Solutions	158436	500425	07/02/2024	1,500.00	.00	.00	1,500.00	No
86111	EPIC Office Solutions	158436	500425	07/02/2024	75.00	.00	.00	75.00	No
86111	EPIC Office Solutions	158436	500425	07/02/2024	500.00	.00	.00	500.00	No
86111	EPIC Office Solutions	158436	500425	07/02/2024	360.00	.00	.00	360.00	No
86112	UniFirst Holdings Inc	16985	500426	07/02/2024	1,200.00	259.70	.00	940.30	No
86112	UniFirst Holdings Inc	16985	500426	07/02/2024	480.00	44.50	.00	435.50	No
86112	UniFirst Holdings Inc	16985	500426	07/02/2024	288.00	28.50	.00	259.50	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	780.00	130.00	.00	650.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	780.00	130.00	.00	650.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	1,200.00	200.00	.00	1,000.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	1,200.00	.00	.00	1,200.00	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	771.20	385.60	.00	385.60	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	5,557.36	2,778.68	.00	2,778.68	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	19.52	9.76	.00	9.76	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	66.60	33.30	.00	33.30	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	4,640.76	2,320.38	.00	2,320.38	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	203.68	101.84	.00	101.84	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	3,691.24	1,845.62	.00	1,845.62	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	50,685.36	25,342.68	.00	25,342.68	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	83,954.36	41,977.18	.00	41,977.18	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	17,303.60	8,651.80	.00	8,651.80	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	920.00	460.00	.00	460.00	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	54,183.44	27,091.72	.00	27,091.72	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	54,921.76	27,460.88	.00	27,460.88	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	4,072.76	2,036.38	.00	2,036.38	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	16,310.36	8,155.18	.00	8,155.18	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	1,240.92	344.70	.00	896.22	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	653.64	108.94	.00	544.70	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	653.64	108.94	.00	544.70	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	2,700.00	537.03	.00	2,162.97	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	60.00	6.58	.00	53.42	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	270.00	60.61	.00	209.39	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	240.00	38.67	.00	201.33	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	300.00	.00	.00	300.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	3,000.00	.00	.00	3,000.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	20,000.00	.00	.00	20,000.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	120.00	.00	.00	120.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	18,000.00	.00	.00	18,000.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	5,000.00	.00	.00	5,000.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	500.00	.00	.00	500.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	1,200.00	.00	.00	1,200.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	400.00	.00	.00	400.00	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	200.00	.00	.00	200.00	No
86320	Fuelman of Oklahoma or	6080	500630	08/08/2024	1,200.00	.00	.00	1,200.00	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	8,867.10	.00	.00	8,867.10	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	7,869.54	.00	.00	7,869.54	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	52,500.00	.00	.00	52,500.00	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	3,880.05	.00	.00	3,880.05	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	18,000.00	.00	.00	18,000.00	No
86334	Enterprise Fleet Management, Inc	158178	500642	08/13/2024	2,905.05	.00	.00	2,905.05	No
Total Multi-Departmental:					744,642.38	274,224.83	.00	470,417.55	
MUNICIPAL JUDGE									
86046	Bill John Baker II	2020	500360	07/01/2024	32,000.00	.00	.00	32,000.00	No
86057	Rachel Dallis	158160	500371	07/01/2024	35,000.00	3,225.00	.00	31,775.00	No
86089	BancFirst	1650	500403	07/01/2024	2,000.00	.00	.00	2,000.00	No
Total MUNICIPAL JUDGE:					69,000.00	3,225.00	.00	65,775.00	
PARKS & RECREATION									
86068	Mike Palmer	10580	500382	07/01/2024	40,684.80	5,085.60	.00	35,599.20	No
86069	LawnStars Landscaping, LLC	158388	500383	07/01/2024	37,800.00	10,960.00	.00	26,840.00	No
86117	A & C Fire Extinguisher, Inc	170	500431	07/02/2024	645.15	.00	.00	645.15	No
86127	Burton Pools and Spas, LLC	2436	500441	07/02/2024	2,343.68	.00	.00	2,343.68	No
86176	Cheryl Ann Leeds	158587	500492	07/10/2024	1,000.00	81.50	.00	918.50	No
86266	Cintas Corp #2	3380	500577	07/29/2024	1,860.00	455.23	.00	1,404.77	No
86286	BancFirst	1650	500599	07/31/2024	15,000.00	.00	.00	15,000.00	No
86295	Flint Christie	158393	500608	08/02/2024	6,501.15	.00	.00	6,501.15	No
86296	Flint Christie	158393	500609	08/02/2024	7,045.18	.00	.00	7,045.18	No
86310	Clyde's Tire & Muffler	3570	500620	08/07/2024	200.00	.00	.00	200.00	No
Total PARKS & RECREATION:					113,079.96	16,582.33	.00	96,497.63	
SOLID WASTE SERVICES									
86197	Cintas Corp #2	3380	500512	07/15/2024	10,544.05	1,417.65	.00	9,126.40	No
86211	ALL Designs LLC	157960	500525	07/16/2024	9,000.00	.00	.00	9,000.00	No
86250	N E O Fab	10970	500563	07/23/2024	36,550.00	.00	.00	36,550.00	No
86259	A & C Fire Extinguisher, Inc	170	500569	07/25/2024	1,500.00	.00	.00	1,500.00	No
86269	Waste Management	17510	500580	07/29/2024	60,000.00	29,504.84	.00	30,495.16	No
86270	BancFirst	1650	500581	07/29/2024	10,000.00	.00	.00	10,000.00	No
86274	Ok Production Ctr, Inc	12000	500585	07/30/2024	29,282.00	.00	.00	29,282.00	No
86274	Ok Production Ctr, Inc	12000	500585	07/30/2024	22,183.26	.00	.00	22,183.26	No
86298	WEX Bank	158577	500611	08/02/2024	20,000.00	8,627.03	.00	11,372.97	No
86301	Dickson Equipment Co. Inc.	158237	500614	08/05/2024	4,444.62	.00	.00	4,444.62	No
86306	KNL Holdings, LLC	9285	500617	08/06/2024	102,781.00	10,278.10	.00	92,502.90	No
86362	River City Hydraulics Inc	158599	500671	08/22/2024	27,595.38	.00	.00	27,595.38	No
86363	Osman Equipment	12380	500672	08/23/2024	1,000.00	.00	.00	1,000.00	No
86365	River City Hydraulics Inc	158599	500674	08/23/2024	3,428.08	.00	.00	3,428.08	No
86366	Muskogee Communications, Inc	10830	500675	08/23/2024	6,765.00	.00	.00	6,765.00	No
Total SOLID WASTE SERVICES:					345,073.39	49,827.62	.00	295,245.77	
STORMWATER MANAGEMENT FUND									
86065	Accurate Environmental LLC	389	500379	07/01/2024	3,300.00	275.00	.00	3,025.00	No
86091	BancFirst	1650	500405	07/01/2024	2,500.00	.00	.00	2,500.00	No
86288	Dub Ross Co	5090	500601	07/31/2024	6,778.00	.00	.00	6,778.00	No

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total STORMWATER MANAGEMENT FUND:					12,578.00	275.00	.00	12,303.00	
STREET									
86039	Larry's Tires	9437	500353	07/01/2024	150.00	65.00	.00	85.00	No
86202	Adrian Farm Supply LLC	500	500517	07/15/2024	500.00	55.60	.00	444.40	No
86244	Adrian Farm Supply LLC	500	500557	07/22/2024	1,057.50	.00	.00	1,057.50	No
86260	BancFirst	1650	500570	07/25/2024	10,000.00	.00	.00	10,000.00	No
86291	Vann Construction	158550	500604	08/02/2024	3,600.00	.00	.00	3,600.00	No
86311	Larry's Tires	9437	500621	08/07/2024	150.00	.00	.00	150.00	No
86324	Burrow Construction LLC	2435	500634	08/08/2024	1,328.00	.00	.00	1,328.00	No
86330	Mac's Transmission Inc	158619	500640	08/12/2024	4,400.00	.00	.00	4,400.00	No
86351	Larry's Tires	9437	500659	08/19/2024	150.00	.00	.00	150.00	No
86364	Osman Equipment	12380	500673	08/23/2024	745.00	.00	.00	745.00	No
Total STREET:					22,080.50	120.60	.00	21,959.90	
STREET & ALLEY FUND									
86126	Bull Tuff Mud Company Ready Mi	2415	500440	07/02/2024	2,000.00	612.00	.00	1,388.00	No
86203	Hutchens Construction Co. (Emer	7650	500518	07/15/2024	3,250.00	.00	.00	3,250.00	No
86242	Cherokee County Board of Comm	3010	500555	07/22/2024	1,500.00	.00	.00	1,500.00	No
86318	Advanced Workzone Services	550	500628	08/08/2024	4,200.00	.00	.00	4,200.00	No
Total STREET & ALLEY FUND:					10,950.00	612.00	.00	10,338.00	
STREETS & SIDEWALKS									
86163	APAC-Central, Inc	1155	500477	07/09/2024	80,000.00	28,326.76	.00	51,673.24	No
86201	Cook Construction	3880	500516	07/15/2024	366,511.25	.00	.00	366,511.25	No
Total STREETS & SIDEWALKS:					446,511.25	28,326.76	.00	418,184.49	
Grand Totals:					3,287,918.	573,080.85	.00	2,714,838.07	



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4g
Meeting Date	9/3/2024
Initiator	Michele Collins, Finance Director
Office / Department	Finance

Item Title

Acknowledge receipt of the Fiscal Year 2022-2023 audit.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4h
Meeting Date	9/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the Tahlequah Area Chamber of Commerce's monthly report for August 2024.

Background

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

Exhibits

1. 09.03.2024 August Chamber Report

Funding Source

Request

Accept TACC monthly report.

1. 2024 TACC Community Cooperative Campaign solicitation period has ended. Contracts signed and returned total over \$160,000 for the new FY, about \$20,000 more than promised during the campaign in the prior year; positive growth continues!
2. Audit underway with NEO Accounting, deadline of November 1st.
3. Tourism Director position is out for second round of applications, interviews in the process at this time.
4. Completing some repair quotes for the Chamber; roof and HVAC are highest priorities currently.
5. Chamber team continues the Strategic Plan implementation; Jenuwyn working on shop small/shop local campaign for fall, Brent working on membership benefit growth, Jaiden working on Chamber Choice program growth, Cami working on Govt. Affairs committee and events associated as it is an election year. Continue to look through items in the plan and pushing forward for all items completed by end of 2024 calendar year.
6. 2025 is a new strategic planning year so we need to start discussions on planning the retreat!
7. Leadership Tahlequah Class 27 moving forward!
8. Candidate forums planned for the next couple months including state reps and senators and US Rep race. Will continue planning as needed for local elections in early 2025. Also planning check ins/town halls for state elected officials, Lt Gov on October 22nd at 6 pm at The Chapman Center.
9. Be sure to attend the Tailgate for the first NSU Football game! August 29th at 4 pm next to Doc Wadley Stadium.
10. Policies and Procedures approved by Bambee, Jennifer Yerton in as new Governance Chair. Now pulling Governance Committee together to discuss; includes Nathan, Jennifer, and Brandi Ross currently, anyone else interested in participating?

Upcoming Events

- a. Membership Tailgate – August 29th at 4 pm at Doc Wadley Stadium
- b. Monthly Mingle – September 6th at 8 am at Vidalia's
- c. Leadership Tahlequah – Personal Leadership Retreat, September 9th and 10th, Dinner at 6:30 pm
- d. Women in Business – Empowering Women through Education, September 11th at 11 am at The Chapman Center
- e. Chamber Classic Golf Tournament – September 27th at Cherokee Springs Golf Course, Registration 8-9 am shotgun start at 9 am
- f. MyTahlequah – September 28th registration from 8-8:30 am



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4i
Meeting Date	9/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

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

Background

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

Exhibits

1. 09.03.2024 TACC- Tourism August 2024 Report

Funding Source

Request

Accept August 2024 report.

Tourism Department Report

Highlights:

- Diamondstone Marketing
- 250 Attended Kiwanis Convention
- Connect to Tahlequah
- Christmas Market Dec. 7th and 21st

Advertising:

- Google Banner Ads
- Geotargeting
- YouTube Ads
- Streaming Ads
- Radio Ads 92.9 Tulsa (Cool Place to Be)
- Green Country website banner and footer ads
- Green Country Shop, Dine, Fun Guide
- Green Country Group Tours Guide
- Green Country Visitor's Guide
- Green Country Attractions Map
- Road Runner Fall Issue
- Travel OK State Guide
- Travel OK Fishing Guide (ECC)
- Greater Tenkiller Area Association Guide
- Texas Rangers Program
- Cotton Bowl Program

Upcoming:

- Cherokee Holiday Aug. 30, 31 Sept. 1
- Diamondstone Sept. 5,6,7
- Lt. Gov. Tourism Summit Oct. 22nd



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4j
Meeting Date	9/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Accept the Tahlequah Regional Development Authority's monthly report for August 2024.

Background

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

Exhibits

1. 09.03.2024 TRDA August 2024 Report

Funding Source

Request

Accept 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. Received a Gold Level Award for HAMMRC partnership; possible attending the conference?

Provalus

1. Renovations at Workman's site completed, touch ups and finishing items are left at this point, Provalus moved into site and working there now!
2. Exterior work almost complete, some paint and small additional items all that remains.
3. October 3rd at 1 pm to be official opening to the public with Chief Hoskin, Mayor Suzanne Myers, and CORE Executive Director Heather Turner.
4. Lease completed and approved by City Council; TRDA and Provalus approval to finalize the document.
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, Stormwater engineering bid work to begin soon; final draft of MOU with TPWA out for final approval; submitted for first round of reimbursement for milling and asphalt relay on allen and moccasin streets.
2. SITES Program with state continuing; submitted early and waiting for next steps from site selector.
3. CWELL, Taber sites have great progress and available now for showing and interested parties.
4. Everise Lease buyout approved; TRDA has site listed for \$2,250,000 or \$12.50 per sq ft lease; working with interested parties to sale or lease.

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. Working with CN Innovation Hub on Childcare Cohort for August/September, Cybersecurity Summit on October 4th, and Business Summit in November during Global Entrepreneurship week; working on small business boot camp for January/February 2025 and startup weekend in the near future as well; NSU has interest in helping with these programs as well. Presenting about data in marketing at the CN Innovation Hub.
3. Cross Industries moving slowly, but still moving.
4. Housing discussions within the community and needs continuing; Homebase study finalized and Nathan working towards a meeting with Homebase, TRDA, and City of Tahlequah to see what next steps might be.
5. Downtown hotel development continues to move forward; purchase contract approved by City Council.
6. Working with 2 retail developers on site needs and data points for our community; high interest levels, but still in beginning stages.
7. Chic-Fil-A announced to the community with their sign on the fence!
8. Awarded a Silver Award in the Real Estate Development and Reuse category; Attend conference?
9. Submitting Park for an RFI with the state and have multiple prospects interested in B&T Park and Tahlequah.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4k
Meeting Date	9/3/2024
Initiator	Nathan Reed, President/CEO
Office / Department	City of Tahlequah Authorities or Boards

Item Title

Acknowledge receipt of the 2023-2024 FY audit from Tahlequah Regional Development Authority.

Background

Exhibits

1. 09.03.2024 TRDA Audit Digi Cover

Funding Source

Request

Acknowledge receipt of the TRDA audit for 2023-2024.

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

“Government”

“Boards & Commissions”

“Tahlequah Regional Development Authority”

“Year End Financial Statements”

“2024”



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	41
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the grant award from PetCo Love in the amount of \$3,000 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/ Animal Control Vaccination Clinic.

Background

Regular Monthly Agenda Item.

Exhibits

1. 09.03.2024 Petco Award

Funding Source

Request

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.028140

Aug 12, 2024

Petco LOVE

Previous Balance:	.00
Miscellaneous - Vaccine Stipend	3,000.00
425-46-1002 ANIMAL SHELTER DONATIONS	
Total:	3,000.00
Check	Check No: 116957
Total Applied:	3,000.00
Change Tendered:	.00

08/12/2024 11:56 AM

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

petco love
A NONPROFIT CHANGING LIVES
654 Richland Hills Dr
San Antonio, TX 78245-4084

BANK OF AMERICA NT & SA
S.D. COMMERCIAL BANKING 1450

16-68/1220

CHECK NO 116957
DATE 08/07/2024
CHECK AMOUNT \$3,000.00

PAY
Three Thousand Dollars And Zero Cents*****

TO THE ORDER OF
CITY OF TAHLEQUAH
CITY OF TAHLEQUAH
111 S CHEROKEE AVE
TAHLEQUAH, OK 74464 US

VOID AFTER SIX MONTHS FROM DATE OF CHECK

Signature

EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

⑈0000116957⑈ ⑆122000661⑆ 001450808586⑈

Check Date: 08/07/2024

Check No. 116957

Invoice No	Date	Payment Description	Amount	Discount	Paid Amount
9832-080624-35	08/06/2024	Vaccine Stipend	3,000.00	0.00	3,000.00

425-46-1002

Supplier Number	Supplier Name	Total Amount	Discount Taken	Paid Amount
162954	CITY OF TAHLEQUAH	3,000.00	0.00	3,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



654 Richland Hills Dr
San Antonio, TX 78245-4084

BANK OF AMERICA NT & SA
S.D. COMMERCIAL BANKING 1450

16-66/1220

CHECK NO 116957
DATE 08/07/2024

CHECK AMOUNT \$3,000.00

PAY

Three Thousand Dollars And Zero Cents*****

TO THE ORDER OF

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

VOID AFTER SIX MONTHS FROM DATE OF CHECK

Signature

EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

0000116957 122000661 001450808586



August 7, 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 **\$3,000.00**. These funds reflect the \$3 stipend for the total of **1000** 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



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4m
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept payment from Cherokee Nation in the amount of \$7,500 and amend the budget accordingly, placing the funds in the Restricted Donation Account to be used for the Animal Shelter/Animal Control Vaccination Clinic.

Background

Monthly Agenda Item.

Exhibits

1. 09.03.2024 CN-Animal

Funding Source

Request

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

(7300)

BANK OF OKLAHOMA

1022107

DATE

Void After 90 Days
08/14/2024

AMOUNT

*****7,500.00

PAY *Seven Thousand Five Hundred and 00/100 Dollars*TO THE
ORDER
OFCITY OF TAHLEQUAH
111 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801
US

⑈01022107⑈ ⑆103900036⑆ 600819513⑈

CHEROKEE NATION
TAHLEQUAH, OKLAHOMA

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

1022107
Check Date: 08/14/24

(7300)

P.O.	Description	Invoice	Amount
875846	RABIES VACCINATIONS	24-OEH 006	\$7,500.00
425 - 60-1003 -46-1002			
TOTAL:			\$7,500.00



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4n
Meeting Date	9/3/2024
Initiator	Chris Armstrong, Superintendent
Office / Department	Solid Waste

Item Title

Approve the purchase of a 2025 Western Star 49x Semi for Solid Waste on State Contract SW035T for \$172,832.00, using GL#115-65-8701.

Background

Semi will pull waste hauler from the transfer station to Landfill in Muskogee. Lead time Jan-March.

Exhibits

1. 09.03.2024 SW Semi

Funding Source

Budget Item out of 115-65-8701

Request

Approve purchase



Purchase Agreement and Acknowledgement

PREMIER TRUCK GROUP OF TULSA

5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: 06/17/2024
Deal Packet: DE-52966
Branch: 125
Salesperson: Mike Sartin

Bill To: 248453

CITY OF TAHLEQUAH
115 S CHEROKEE AVE
TAHLEQUAH OK 74464-3801
P:(918) 456-0651

Ship To:

CITY OF TAHLEQUAH
115 S CHEROKEE AVE
TAHLEQUAH, OK 74464-3801

Stock#: HAULTRK/IN:TBD1

New 2025 WESTERN STAR 49X

Price: \$155,002.00

INSTLALL 3 LINE WET KIT TO OPERATE CUSTOMER'S WALKING FLOOR TRAILER.

\$6,500.00

WAI-4K5EW4 5 YEAR/300,000 MILE EXTENDED ENGINE WARRANTY

\$4,200.00

WAG-042 5YR EXT TOWING / FIELD SERVICE COVERAGE \$1200 CAP/OCCURENCE

\$1,910.00

WBB-500TC4: 5 YEAR/300K MILE EXTENDED CHASSIS WARRANTY

\$4,820.00

Per Unit: \$172,432.00

Total Price \$172,432.00

Documentary Fee \$400.00

Total \$172,832.00

Net Total \$172,832.00

PRICED PER OK STATE CONTRACT SW035T

Sept 9th Agenda.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.

THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE

TITLE

DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE

TITLE

DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

1. **TRADE(S).** Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.
2. **PRICING.** If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges (whether relating to commodities, raw material, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle. Further, in the case of new Daimler Vehicles, a new vehicle sales contract with fixed pricing that exceeds a fourteen-month period requires calculation to determine whether a factory invoice surcharge will apply ("DTNA Surcharge"). This potential surcharge will be calculated according to the DTNA RMS (Daimler Trucks North America Raw Material Surcharge) Calculator beginning fourteen months from the first approval date of the DTNA deal number unless otherwise agreed in writing. The rules for calculation of the DTNA Surcharge are available at the following website: www.dtna-apps.com/rmc/. Purchaser shall be responsible for paying any applicable DTNA Surcharge.
3. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
4. **CANCELLATION.** Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.
5. **TRANSFER LIMITATION.** Purchaser represents and warrants that it is the intended end-user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of delivery of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.
6. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.
7. **DELIVERY.** All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.
8. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.
9. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.
10. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehicle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.
11. **GENERAL**
- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
 - Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
 - No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
 - To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
 - This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
 - In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including reasonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of: (a) Purchaser's or others' use of the Vehicle(s) after Purchaser takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above:

Initials:



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	4o
Meeting Date	9/3/2024
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Approve the annual contract with Consolidated Communications for FY 24 - 25.

Background

Annual agenda item.

Exhibits

1. 09.03.2024 Consolidated Comms

Funding Source

Request

BUSINESS SERVICES AGREEMENT

BSA ID	TERM LENGTH
	12 Months

This Business Services Agreement is entered into by City of Tahlequah (“you” or “Customer”) and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (“we” or “CCI”) and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the “Agreement”) for the provision of the “Services” requested below. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to

this Agreement (each, an “Addendum”). Each such Addendum will be governed by and incorporated into this Agreement. This Agreement is binding on you and CCI when signed by both parties (the later dated signature being the “Effective Date”). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder.

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Location Name:	City of Tahlequah	
Address:	111 S Cherokee Tahlequah, Ok 74464	Site MRC: \$ 1,679.00 Site NRC: \$ 0.00

(a) Quantity	(b) Service	(c) Features	(d) Total of Non-Recurring Charges	(e) Per-Unit Monthly Recurring Charge	(f) Total of Monthly Recurring Charges
1	EDIA	1 Gbps symmetrical	0.00	\$ 1,504.00	\$ 1,504.00
1	Managed Router & VPN		0.00	\$ 175.00	\$ 175.00

Site Name	Site Notes
City of Tahlequah	Renew connection between 111 S Cherokee and 315 S Muskogee Ave, Tahlequah, Ok 74464

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges (“MRC”):	\$ 1,679.00
(b) Total of Non-Recurring Charges (“NRC”):	\$ 0.00

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between 5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and if you do not agree to pay such charges, this Agreement (or any applicable

Service) will be subject to cancellation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for third-party services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any

long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are responsible for all individually charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is twelve (12) months. The billing for each Service will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service termination must be submitted to us in writing. If you terminate any Service

after the Service is first made available to you and before the end of the applicable term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, you are responsible for an early termination charge equal to 100% of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of \$129.00 per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any non-recurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you; and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer-premise equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

REGULATORY JURISDICTION ATTESTATION

You must indicate whether traffic on your circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please specify the circuits ordered as either jurisdictionally interstate or intrastate.

Interstate ☐ Intrastate ☒

MARKETING

Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial,

video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision ☒

CCI REPRESENTATIVE	Customer's Legal Name
By:	By:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
	Tax ID: N/A
	CUSTOMER CONTACT INFORMATION:
	Name: Rebecca White
	Address: 111 S Cherokee Tahlequah, Ok 74464
	Business Phone: 918-456-0651
	Email Address: rwhite@tahlequah.gov

GENERAL TERMS AND CONDITIONS

1. SERVICES. These General Terms and Conditions along with the Business Services Agreement and any Addenda attached hereto constitute the Agreement between the parties for the provision of Services requested by you hereunder. You may not vary this Agreement with use of a Customer-issued purchase order, it being understood that the terms of any such purchase order will be void and/or superseded by the terms of this Agreement in the event of any conflict. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.

2. ACCESS. You agree to provide or obtain for us reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with us during installation and other work related to the provision of Service. We will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by us at or near the Service location.

3. PAYMENT. You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the **"Due Date"**). If you do not timely pay your bill, you will be responsible to pay late charges applied to the amount unpaid of one and one-half percent (1.5%) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.

4. BILL DISPUTES. If you dispute any charges stated on an invoice, you are required to notify us in writing within thirty (30) days of the date of the disputed invoice. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to us a written dispute notice as set forth above within thirty (30) days after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges will not excuse payment of the remainder of the invoice, and you agree to pay all other invoiced charges not disputed in accordance with this section by the Due Date. Upon our resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.

5. USE OF SERVICES. You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by us. Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is available at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy> and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. A violation of any applicable law or our AUP by you or any users of your Service may result in an immediate suspension or termination of Service.

6. EQUIPMENT, WIRING AND SOFTWARE. We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with us or our underlying provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and, unless purchased by you and

paid in full, you must return all CCI-provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third-party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.

7. NETWORK ADDRESSES. Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.

8. CUSTOMER-PROVIDED EQUIPMENT. You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.

9. MAINTENANCE AND SERVICE ISSUES. The information located at <https://www.consolidated.com/Trouble-Reporting> is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCI and must open a trouble ticket with us for the Service issue. To receive a credit, you must request the credit in writing within thirty (30) days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event).

and will not exceed 50% of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.

10. LIMITATION OF WARRANTIES. We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.

11. REMEDIES; LIMITS ON LIABILITY.

11.1 Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12-MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCI, any CCI affiliates nor any person or entity utilized by us to provide the Services, will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCI's liability to the maximum extent permitted by applicable laws.

11.3 No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

12. BREACH AND TERMINATION. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within ten (10) days of the date that it is due; (ii) immediately if you fail to comply with section 5 of these General Terms and Conditions; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 10 days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCI's 30-day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in the Service Order. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and such failure continues for more than 30 days after written notice from you. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us.

13. FORCE MAJEURE. We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a Force Majeure Event). This includes but is not limited to fire, flood, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.

14. INDEMNIFICATION. You hereby agree to indemnify, defend and hold CCI and any CCI affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or willful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof. You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.

15. ASSIGNMENT AND TRANSFER. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

16. NOTICES. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the first page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third (3rd) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight courier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCI, you can change your notice address on written notice to CCI in accordance with this section.

17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS. This Agreement, its formation, construction and interpretation will be governed by and construed in

accordance with the laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.

18. MISCELLANEOUS. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on

strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity. In the event of any inconsistency between these General Terms and Conditions and the terms or conditions contained in the Business Services Agreement or any Addendum, the terms of the Business Services Agreement or applicable Addendum will govern and control with respect to the applicable Service.

19. CONSENT TO SHARE INFORMATION. You give us your consent to: (i) share information with our affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions; and (ii) provide information on other CCI services.

ATTACHMENT 1

Insert any applicable Service Addenda
(there may be none)



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4p
Meeting Date 9/3/2024
Initiator _____
Office / Department Finance

Item Title

Acknowledge receipt of the Purple Wave Surplus Auction dated July 30, 2024, resulting in a deposit of \$3,025.00.

Background

Exhibits

1. 09.03.2024 Purple Wave1
2. 09.03.2024 Purple Wave2

Funding Source

Request



Purple Wave, Inc.
866-608-9283
www.purplewave.com

Settlement

240730-309346

Auction Date: 07/30/2024

Last Updated: 08/12/2024

Pay by check
City of Tahlequah, OK
111 S. Cherokee
TAHLEQUAH, OK 74464

Phone: 9185254707
Email: smyers@tahlequah.gov

**Your settlement has been processed in accordance with the terms as outlined in your auction contract.
Additional auction details can be viewed anytime by logging into your Purple Wave account.**

Bidder	Item	Qty	Description	Commissions / Fees	Amount
93354	NB9385	1	Roll-off container 12' 3" L x 96" W x 58" H <u>City of Tahlequah, OK</u> <u>Tahlequah, OK 74464</u>	0% commission G - Listing Fee Waived	\$975.00
93354	LK9675	1	Roll-off dumpster - Capacity: 12 cu. yds. 12'L x 94"W x 51"H Notes - Rust damage <u>City of Tahlequah, OK</u> <u>1851 North Douglas Avenue</u> <u>Tahlequah, OK 74464</u>	0% commission G - Listing Fee Waived	\$1,050.00
93354	NB9388	1	Roll-off container 10' 6" L x 84" W x 56" H <u>City of Tahlequah, OK</u> <u>Tahlequah, OK 74464</u>	0% commission G - Listing Fee Waived	\$1,000.00
Bid total:					\$3,025.00
		Commission	Description	Rate	Subtotal
		2	0% commission	0	\$3,025.00 \$0.00
		Fee	Description	Amount	Subtotal

Fee G	Fee	\$0.00	\$3,025.00	\$0.00
	Waived			

Tax	Description	Rate	Subtotal
-----	-------------	------	----------

Total:	\$3,025.00
--------	------------

104502 Processed and Mailed on 8/14/2024	Check	2024-08-12 17:43:55	\$3,025.00
--	-------	---------------------	------------

Balance	
Due To	\$0.00
Seller:	

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 4.028276

Aug 20, 2024

Purple Wave Auction

Previous Balance:	.00
Sanitation Enterprise Fund - Sale Of Equipment - 7/30/24	3,025.00
115-46-5000 SALE OF EQUIPMENT	
Total:	3,025.00
Check	Check No: 104502
Total Applied:	3,025.00
Change Tendered:	.00

08/20/2024 3:18 PM

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Purple Wave, Inc.
825 Levee Dr.
Manhattan, KS 66502
866-608-9283
www.purplewave.com

INTRUST BANK, NA
Wichita, KS 67202
40-2/1011

104502

08/14/2024

PAY TO THE
ORDER OF City of Tahlequah, OK

\$ **3,025.00**

Three Thousand Twenty Five Dollars

DOLLARS

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

Jul 30th Gov Consignment

Void after 180 days

Scott K. Kahan

MP

⑈ 104502 ⑈ ⑈ 101100029 ⑈

4177351 9 ⑈



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4q
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Approve the 2025 City of Tahlequah Holiday Schedule.

Background

Exhibits

1. Tahlequah City Holidays 2025

Funding Source

Request



Tahlequah City Holidays 2025

- | | |
|--------------------------------|------------------------------|
| 1. New Year's Day | Wednesday, January 1, 2025 |
| 2. Martin Luther King, Jr. Day | Monday, January 20, 2025 |
| 3. Presidents' Day | Monday, February 17, 2025 |
| 4. Memorial Day | Monday, May 26, 2025 |
| 5. Juneteenth | Thursday, June 19, 2025 |
| 6. Independence Day | Friday, July 4, 2025 |
| 7. Labor Day | Monday, September 1, 2025 |
| 8. Indigenous Peoples' Day | Monday, October 13, 2025 |
| 9. Veterans Day | Tuesday, November 11, 2025 |
| 10. Thanksgiving | Thursday, November 27, 2025 |
| 11. Thanksgiving | Friday, November 28, 2025 |
| 12. Christmas | Wednesday, December 24, 2025 |
| 13. Christmas | Thursday, December 25, 2025 |
| 14. Christmas | Friday, December 26, 2025 |



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4r
Meeting Date 9/3/2024
Initiator _____
Office / Department Compliance

Item Title

Accept appointment of Ryan Young as Floodplain Administrator, with additional duties, to be paid \$1500.00 annually effective September 2, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4s
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of Paul Youchum, School Crossing Guard in the Police Department, effective August 3, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4t
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of Kiarra Dyer, PT Laborer in the Parks and Recreation Department, effective August 14, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4u
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of Gregory Glenn, Laborer/Operator in the Street Department, effective August 26, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4v
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer Ashtin Hummingbird, Deputy Municipal Court Clerk at \$37,132 annually to Executive Administrative Assistant in the Managerial Department at \$38,600 annually, effective August 19, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4w
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer Hannah Cavin, PT Admin Assistant at \$13.00 per hour in the Managerial Department, to FT Deputy Municipal Court Clerk at \$16.50 per hour, effective August 19, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4x
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Transfer Alex Wisdom PT Laborer in the Cemetery Department to Mechanic in the Solid Waste Department at \$40,000 annually, effective September 9, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4y
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire Alex Wisdom, as a PT Laborer at \$11.13 per hour in the Cemetery Department, effective August 15, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4z
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Hire Andrew Scroggins as a Laborer/Operator in the Street Department, at \$35285.94 annually, effective September 3, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 4aa
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Terminate Andrew Braddock, Driver in the Solid Waste Department, effective September 4, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6b
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Discussion on White Ave. Stormwater project. **Councilor Keith Baker**

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6c
Meeting Date	9/3/2024
Initiator	Keith Baker, Councilman Ward 2
Office / Department	Administration

Item Title

Discussion and possible action to approve or deny looking into a software/app/program(s) that tracks all citizen requests and/or complaints from notification to final resolution that city council and administration can both follow and document citizens' concerns. **Councilor Keith Baker**

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6d
Meeting Date	9/3/2024
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

To approve, approve with modifications, or deny the acceptance of Opioid Settlement Funds from the Oklahoma State Attorney General as part of the Opioid Settlement and amend the budget accordingly. **City Administrator Taylor Tannehill**

Background

--

Exhibits

- | |
|-------------------------------|
| 1. NLPS Agreement - Tahlequah |
|-------------------------------|

Funding Source

--

Request

--



Agreement with Non-Litigating Political Subdivision

This Agreement (the “Agreement”) is entered this ____ day of 2024 by City of Tahlequah (“Recipient”) and the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State”).

WHEREAS, the State entered into a settlement agreement dated June 24, 2022, with McKesson Corporation, Cardinal Health, Inc., and Cencora, Inc. (f/k/a AmerisourceBergen Corporation) (the “Settling Distributors”) to resolve opioid-related claims against the Settling Distributors. The settlement agreement is hereinafter defined as the “Distributors Settlement Agreement” and is hereby fully incorporated into this Agreement. See Appendix A.

WHEREAS, under the Distributors Settlement Agreement, the Settling Distributors have paid and will continue to make annual payments to the State for Opioid Remediation purposes as defined in Exhibit E of the Distributor Global Settlement Agreement. See Appendix B.

WHEREAS Annual Payments under the Distributors Settlement Agreement were transferred to the Opioid Lawsuit Settlement Fund and were appropriated by the Legislature. Of that amount, \$5,869,727.23 is owed to political subdivisions that were not part of the litigation that resulted in the Distributors Settlement Agreement (“Non-Litigating Political Subdivisions” or “NLPS”) for annual payments in years 1, 2, 3, 4 and a partial payment for year 7 due to a prepayment made by Cardinal and Cencora. The amount to be paid under this Agreement is reflected in Appendix C.

WHEREAS, Recipient executed a release of claims and agreed to participate in the Distributors Settlement Agreement.

WHEREAS, the State possesses the necessary and adequate funds to satisfy the

payment under this Agreement.

NOW, THEREFORE, in consideration of Recipient's receipt of Funds, Recipient agrees as follows:

1. The Recipient has been provided with, is aware of and has reviewed the Distributors Settlement Agreement and the Act.
2. The Recipient acknowledges, understands, and is bound by all terms in this Agreement, the Settlement Agreement, and the Act. If there is a conflict between the terms of the Agreement, the Settlement Agreement, and the Act, the Settlement Agreement controls.
3. Funds awarded pursuant to the Settlement must be expended for "Opioid Remediation" as defined in the Global Distributor Settlement Agreement and in accordance with "List of Remediation Uses" in Exhibit E of the Global Distributor Settlement Agreement.
4. Recipient also agrees to expend any settlement funds received from the State consistent with the approved purposes defined in the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. §§ 30.3–30.8.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set forth below.

X_____
[Recipient]

X_____
First Assistant Attorney General, Oklahoma Office of Attorney General

DISTRIBUTORS OKLAHOMA
SETTLEMENT AGREEMENT

Table of Contents

I.	Overview	1
II.	Conditions to Effectiveness of Agreement	1
III.	Participation by Subdivisions	2
IV.	Settlement Payments	3
V.	Plaintiffs' Attorneys' Fees and Costs	4
VI.	Release	4
VII.	Miscellaneous	4
	Exhibit A Primary Subdivisions	A-1
	Exhibit B Agreed List of Litigating Subdivisions	B-1
	Exhibit C Oklahoma Payment Schedule.....	C-1
	Exhibit D ABC IRS Form 1098-F	D-1
	Exhibit E Cardinal Health IRS Form 1098-F	E-1
	Exhibit F McKesson IRS Form 1098-F	F-1
	Exhibit G Subdivision Settlement Participation Form.....	G-1
	Exhibit H Consent Judgment and Stipulation of Dismissal with Prejudice.....	H-1
	Exhibit I Distributor Global Settlement Agreement	I-1

DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT

I. Overview

This Distributors Oklahoma Settlement Agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among the State of Oklahoma, McKesson Corporation (“*McKesson*”), Cardinal Health, Inc. (“*Cardinal*”) and AmerisourceBergen Corporation (“*Amerisource*”) (collectively, the “*Agreement Parties*”) to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, the “*Settling Distributors*”).

By entering into this Agreement and except as otherwise provided for in this Agreement, the State of Oklahoma and its Participating Subdivisions agree to be bound by all terms and conditions of Exhibit I.¹ The Settling Distributors agree to treat the State of Oklahoma for all purposes as if it were a Settling State under Exhibit I and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under Exhibit I, except as specifically otherwise set forth in this Agreement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of Exhibit I and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in Exhibit I.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Exhibit I Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of Exhibit I passed before the execution of this Agreement. For that reason, (a) Settling Distributors agree to treat the State of Oklahoma as satisfying the deadlines set forth in Section VIII of Exhibit I provided that the State of Oklahoma satisfies its obligations set

¹ Exhibit I was last updated on May 27, 2022. Further updates to Exhibit I shall be deemed incorporated into this Agreement as appropriate and consistent with the terms of this agreement, and shall supersede all earlier versions of the updated provisions where appropriate.

III

forth in this Section II, and (b) the State of Oklahoma agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of Exhibit I as to the State of Oklahoma.

2. The State of Oklahoma shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of Exhibit I.

B. *Participation by Subdivisions.* This Agreement shall become effective upon one of the following conditions being satisfied:

1. One hundred percent (100%) of Litigating Subdivisions and Non-Litigating Primary Subdivisions in the State of Oklahoma must become Participating Subdivisions by September 23, 2022. For the avoidance of doubt, all Subdivisions in the State of Oklahoma that are General Purpose Governments with a population greater than 10,000 must become Participating Subdivisions by such date.

2. If the condition set forth in Section II.B.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Oklahoma. If the condition set forth by Section II.B.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Dismissal of Claims.* Provided that the conditions in Sections II.B have been satisfied, the State of Oklahoma shall file the Consent Judgment described in Section I.N of Exhibit I and attached hereto as Exhibit H ("*Oklahoma Consent Judgment*") with the District Court of Bryan County, State of Oklahoma ("*Oklahoma Court*") on or before November 1, 2022. This Section II.C supersedes the deadline for filing a Consent Judgment set forth in Section VIII.B of Exhibit I. In the event that the Court declines to enter the Oklahoma Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Oklahoma Consent Judgment shall be the effective date of this Agreement ("*Oklahoma Effective Date*").

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Oklahoma Attorney General shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Oklahoma Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Oklahoma from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

IV

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of Exhibit I, as to the State of Oklahoma, Settling Distributors and the State of Oklahoma agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as June 24, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF, VII.D and VII.E of Exhibit I, any Participating Subdivision in Oklahoma that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of Exhibit I on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of Exhibit I after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Oklahoma shall be materially identical to Exhibit G to this Agreement. Nothing in Exhibit G is intended to modify in any way either the terms of this Agreement or the terms of Exhibit I, both of which the State of Oklahoma and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit G to this Agreement, or interpreted differently from Exhibit I and this Agreement in any respect, the Exhibit I and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Oklahoma were a Settling State under Exhibit I and shall be made pursuant to the terms of Section IV of Exhibit I except that, as to the State of Oklahoma, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Oklahoma's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Oklahoma under Exhibit I ("*Oklahoma Abatement Amount*"). The maximum possible Oklahoma Abatement Amount is \$293,740,207.19, which, if all incentives are met, would be paid consistent with the schedule set forth on Exhibit C.

B. *Use of Payment.* The Oklahoma Abatement Amount paid under this Agreement shall be used as provided for in Section V.B. of Exhibit I. In addition, at least eighty-five percent (85%) of the total amount paid under this Agreement, including amounts paid under Section IV.A and amounts paid under Section V, shall be used for Opioid Remediation. Nothing herein shall affect the allocation of the Oklahoma Abatement Amount payments between the State and its Participating Subdivisions, which shall be governed by a separate State-Subdivision Agreement.

C. *Nature of Payment.* The State of Oklahoma and its Participating Subdivisions agree that payments made to the State of Oklahoma and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of Exhibit I.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Exhibit I.* Notwithstanding any contrary provision in Exhibit I, payments to cover attorneys' fees and costs under this Agreement shall be made pursuant to this Section V.

B. *State Fees and Costs.* Settling Distributors shall pay the \$6,609,154.66 Fixed Amount for the State of Oklahoma on the schedule set forth in Exhibit C; *provided, however*, that the Payment Dates for Payment Years 1 and 2 shall be December 1, 2022.

C. *Participating Litigating Subdivisions' Attorneys' Fees and Costs.* \$7,654,253.00 is the estimated share of the Contingency Fee Fund amount described in Section II.D of Exhibit R of the Global Settlement allocable to Litigating Subdivisions in the State of Oklahoma (the "Estimated Oklahoma Contingency Fee Allocation"). This reflects the Global Settlement Contingency Fee Fund model's current estimate for the allocation to Oklahoma's Litigating Subdivisions in the Global Settlement Contingency Fee Fund. The actual amount may be greater or less. Within fourteen (14) days of the execution of this Agreement, the Distributors will take such action(s) necessary to obtain permission from the Fee Panel (including through extension of time for the date of application) for counsel for Oklahoma's Litigating Subdivisions to apply to the Contingency Fee Fund of the Global Settlement. Thereafter, attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who meet the criteria set forth in Section II.G of Exhibit R of the Global Settlement may apply for the Contingency Fee Fund as set forth in Exhibit R of the Global Settlement. Nothing in Exhibit R of the Global Settlement Agreement shall be interpreted to preclude the Litigating Subdivisions from recovering fees and costs under a separate State Back-Stop Agreement with the State of Oklahoma.

VI. Release

A. *Scope.* As of the Oklahoma Effective Date, Section XI of Exhibit I is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Oklahoma Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Oklahoma and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Oklahoma Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

VII

B. *Tax Cooperation and Reporting.* The State of Oklahoma and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of Exhibit I, except (1) as set forth in the final sentence of this Section VII.B and (2) that the State of Oklahoma shall be its own Designated State and shall designate its own “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit D, Exhibit E, and Exhibit F. The State of Oklahoma and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of Exhibit I with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor’s portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the “Amount to be paid for violation or potential violation” in Box 2 of IRS Form 1098-F and each Settling Distributor’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 3 of IRS Form 1098-F, as reflected in Exhibit D, Exhibit E, and Exhibit F.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Oklahoma or a Released Entity. The State of Oklahoma may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Oklahoma Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Oklahoma Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Oklahoma and/or the Participating Subdivisions in the State of Oklahoma shall be handled as specified in Section VI of Exhibit I, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Oklahoma Consent Judgment, Settling Distributors may contact the Oklahoma Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

VII

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including all Exhibits, represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:

Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:

Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Oklahoma at:

Dawn Cash
Office of Oklahoma Attorney General
313 NE 21st Street
Oklahoma City, OK 73105
dawn.cash@oag.ok.gov

Michael Burrage

VII

Whitten Burrage LLC
512 N. Broadway Avenue, Suite 300
Oklahoma City, OK 73102
mburrage@whittenburragelaw.com

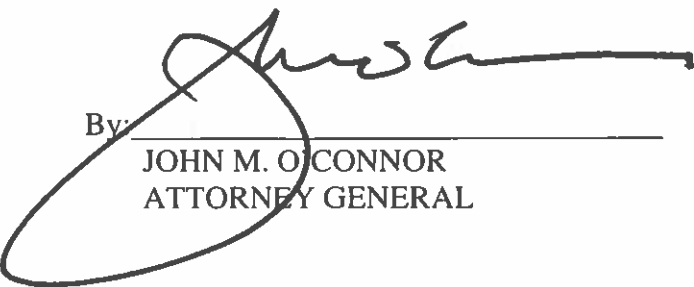
Brad Beckworth
Nix Patterson LLP
8701 Bee Cave Road
Building I, Suite 500
Austin, TX 78746
bbeckworth@nixlaw.com

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 6.24.22

STATE OF OKLAHOMA

By: 

JOHN M. O'CONNOR
ATTORNEY GENERAL

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Appendix C

Award Amount

Years 1 & 2:	\$168,433.05
Year 3:	\$84,216.51
Year 4:	\$84,216.51
Year 7:	\$57,442.13
Total:	\$394,308.20

Item No.	6e
Meeting Date	9/3/2024
Initiator	JT Hammons, City Attorney, Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible action to authorize or deny the Mayor to terminate a lease with the Tahlequah Hospital Authority on property located at 111 Cherokee Avenue. **City Administrator Taylor Tannehill/City Attorney JT Hammons**

Background

The current lease is currently set to expire on September 4th. The lease was agreed upon by the City and THA to secure debt for the construction of a new hospital in the 70's. THA has paid the debt related to the new hospital and at this point the lease is no longer needed.

Exhibits

1. CurrentLeaseTHA-COT
2. TQ - Lease Termination

Funding Source

N/A

Request

To approve the lease termination.

LEASE

THIS INDENTURE OF LEASE, made and entered into by and between the CITY OF TAHLEQUAH, Oklahoma, a municipal corporation (hereinafter called the "LESSOR"), and the Trustees of THE TAHLEQUAH HOSPITAL AUTHORITY, a public trust as hereinafter set forth (hereinafter called the "LESSEE"), WITNESSETH:

The above mentioned Authority is a public trust, for the use and benefit of the aforesaid municipal corporation, created and existing under and by virtue of a certain Declaration of Trust and an acceptance of beneficial interest thereunder by the governing body of said municipality upon behalf of the municipality, and the provisions of Sections 176 to 180, inclusive, of Title 60, Oklahoma Statutes 1961, as amended to the date hereof, and the Oklahoma Trust Act. As thereby authorized, the property demised and leased hereunder is to be held and administered by the Trustees of said Authority for the performance and furtherance of authorized or proper functions of the beneficiary municipality; and said property also is to be held, and the covenants, agreements, provisions and conditions hereinafter contained to be kept, observed and performed on the part of the LESSEE, and the rights and privileges of LESSEE hereunder are to be exercised, by the Trustees of said Authority, as such Trustees, and not otherwise.

ARTICLE I

LEASED PROPERTY

SECTION 1. Pursuant to Ordinance No. 561 passed and approved by the Mayor and Council of the municipality, on the 3rd day of June, 1974, and for and in consideration of the LEASE CONSIDERATION hereinafter contained, LESSOR has demised and leased, and hereby does demise and lease, unto LESSEE, the following property:

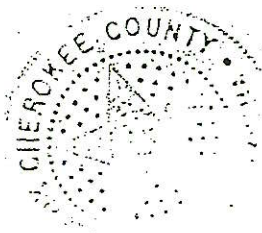
A. All of the presently-existing proprietary, and revenue-producing hospital system and facilities of the City of Tahlequah, Oklahoma, under the care, custody and management of the Mayor and City Council of the City of Tahlequah, Oklahoma, together with the following described real estate upon which the present hospital facilities is located in Cherokee County, Oklahoma, to-wit:

The West Half of Block Seventy-Seven (77)
in the City of Tahlequah, Oklahoma, according to the Official Plat thereof;

STATE OF OKLAHOMA } SS
CHEROKEE COUNTY }
FILED FOR RECORD IN MY OFFICE ON

SEP 21 1984

148
in 8
clock P.M. and recorded
At Page 778-785
MADELL CHANNAH, County Clerk
Deputy



3. Any and all proprietary and revenue-producing hospital systems and facilities, the care, custody and management of which shall be vested in the City Council or its successor, and any and all additions and/or improvements to said proprietary and revenue-producing hospital systems and facilities (including, but not limited to, each presently-existing system and facility mentioned in paragraph "A" of this Section), and any and all tangible property, real or personal, and any and all interests therein, appertaining or related to any such system and facilities or used in connection therewith, and any and all rights-of-way, easements, licenses, or other rights or privileges appertaining or related to any such system and facilities or the use thereof which may hereafter be acquired by said City or which shall, hereafter, come under the custody, management or control of the City Council or its successor:

It being the intent of this paragraph "B" that any of the foregoing, immediately upon acquisition of ownership by said City and the custody, management or control thereof by said City Council or its successor shall become and be a part of the property demised and leased hereunder.

SECTION 2. Any and all property, systems and facilities purchased and/or constructed and/or installed by LESSEE with the proceeds of indebtedness incurred by LESSEE and secured by its leasehold interest therein or by its leasehold interest in and to any of the property described in Section 1 of this Article, or by the revenues (or any part thereof) from any of the property described in Section 1 of this Article, shall, immediately upon such purchase and/or construction and/or installation by LESSEE, become the property of LESSOR and become and be a part of the property demised and leased hereunder.

ARTICLE II

TERM

To have and hold the above-described LEASED PROPERTY unto LESSEE for and during the term of Fifty (50) years, commencing at 12:01 o'clock A.M. on the 4th day of SEPTEMBER, 1974, and extending to and including the 3rd day of SEPTEMBER, 2024, and so long thereafter as any indebtedness incurred by LESSEE secured by the revenues of any of the property described in Article I hereof (or any part thereof) shall remain unpaid, unless such term be terminated sooner, as hereinafter provided.

ARTICLE III

CHANGES IN LEASED PROPERTY

SECTION 1. LESSEE shall have the right to change the location of any personal property demised and leased hereunder, or to substitute, for any personal property demised and leased hereunder, other property of similar character of not less than

equal value at the time of such substitution. In the event of any such change of location or substitution under authority of this Section. LESSEE shall deliver to LESSOR a written statement describing the property so moved and the location to which the same was moved, or a description of the property for which other property was so substituted, with a description of the substitute property, as the case may be. No substitute property shall be deemed to comply with the requirements of this Section if there shall exist any lien or encumbrance whatsoever upon LESSEE's title thereto. Title to any such substitute property shall vest in LESSOR immediately upon installation and shall become and be a part of the property demised and leased hereunder.

SECTION 2. In the event that any of the property demised and leased hereunder shall become no longer useful or needful for the purpose of this Lease, and other property shall not be substituted therefor, the same shall be redelivered by LESSEE to LESSOR at the then-current location of such property. A written statement describing the property and its location furnished by LESSEE TO LESSOR shall constitute redelivery of the property by LESSEE to LESSOR, and; upon such redelivery, the property shall cease to be a part of the property demised and leased hereunder.

SECTION 3. No provision of this Article, and no action pursuant to any provision of this Article, shall operate to change the CONSIDERATION provided in Article IV of this Lease.

ARTICLE IV LEASE CONSIDERATION

The consideration for this Lease, and the demise herein contained, is and shall be the covenants, provisions and conditions contained in this LEASE to be kept, observed and performed on the part of the LESSEE, and the faithful keeping, observance and performance thereof by the LESSEE, particularly (but not exclusively) with relation to the LEASED PROPERTY: PROVIDED, that said consideration shall not be deemed to have failed, in whole, or in part, until the same shall have continued for the period prescribed after the notice provided in Article IX hereof.

ARTICLE V LEASE PURPOSE

The property described in Article I hereof is demised and leased to LESSEE for the purpose of enabling LESSEE to execute and perform, and to further the execution and performance of, public functions of LESSOR as provided in the Declaration of Trust of the above-mentioned THE TAHLEQUAH HOSPITAL AUTHORITY, and not otherwise.

ARTICLE VI COVENANTS

LESSEE hereby covenants and agrees:

(a) That it will operate and maintain, at its own cost and expense, all of the property demised and leased hereunder, in a good and efficient manner, and will protect and hold harmless the LESSOR from any loss, cost, expenses, or damage directly or indirectly connected with, or arising out of, maintenance or operation of said property.

(b) That it will comply with all valid acts, rules and regulations, orders and directions of any legislative, executive or administrative body or officer having jurisdiction applicable to said property and any part thereof, or its operation or maintenance.

(c) That it faithfully will do and perform all things necessary and parctical to accomplish the purposes of

THE TAHLEQUAH HOSPITAL AUTHORITY

in respect to Article V of this Lease, within the scope of the powers and duties set forth in the Declaration of Trust of said Authority, and within the scope of any contract securing any funded indebtedness executed by the Trustees of said Authority pursuant to said Declaration of Trust.

(d) That it will not encumber or permit to be encumbered the title of the LESSOR to any part of the leased property described in Article I of this Lease, or any substitutions hterefor, or in any manner permit any such title to said property to be charged with the payment of any obligation for the payment of any sum of money: PROVIDED, that the foregoing shall not prevent the encumbrance of the leasehold interest of the LESSEE to all or any specific portion of the leased property, or the revenues therefrom, in connection with the incurring of indebtedness authorized by the Declaration of Trust of the aforesaid Authority or by law; PROVIDED FURTHER, that if and so long as the incurring of any such indebtedness is required by applicable law to have been approved by the governing body of the LESSOR, or by the members of such governing body, no such indebtedness shall be incurred until after, and pursuant to, such approval as shall be required by such applicable law.

(e) Notwithstanding anything in this Lease appearing to the contrary, the LESSEE shall not sell any bonds or other evidences of indebtedness which shall be secured by the LEASED PROPERTY, or any part thereof, or the revenues therefrom, until the terms of such sale shall have been approved by formal action of the Mayor and Council of the LESSOR, or by such other authority of the LESSOR which may succeed to the general governmental powers presently vested in the Mayor and Council of the LESSOR.

ARTICLE VII

PROHIBITION OF LIENS

The LESSEE shall have no right or authority whatsoever to allow the title of the LESSOR to the leased property or any part thereof to be subjected to any mechanic's or materialmen's lien or other lien. All persons dealing with the LESSEE shall take notice

of the foregoing and shall look solely to the LESSEE for the payment of any indebtedness.

ARTICLE VIII

ASSIGNMENT

The LESSEE shall have no right to assign this lease: PROVIDED, that an assignment thereof involved in, or made as an incident to, encumbrance of the leasehold as permitted by the Declaration of Trust of the LESSEE, or the subleasing of the leased property or any portion thereof for or as a part of the operation thereof, shall not be construed as being prohibited hereby.

ARTICLE IX

TERMINATION

SECTION 1. This Lease, automotically shall terminate:

(a) At the end of the term as set forth in Article II and Article XII, hereof; or

(b) In the event that there shall be a default in the keeping, observance or performance of any covenant, provision or condition herein provided to be kept, observed or performed by the LESSEE, and such default shall continue for a period of ninety (90) days after notice in writing given by LESSOR to LESSEE and, if there then be any funded debt of the LESSEE, also to the trustee or trustees for such funded debt; or

(c) In the event that there shall be a failure of any additional consideration on the part of the LESSEE or a breach of any covenant or condition herein required to be performed by LESSEE and such failure or breach shall continue for a period of ninety (90) days after demand in writing for the performance thereof or compliance therewith given by LESSOR to LESSEE and, if there then be any funded debt of the LESSEE, also to the trustee or trustees for such funded debt; or

(d) In the event that all funded indebtedness incurred by the LESSEE during the term of this Lease as set forth in Article II and Article XII hereof and secured by the leasehold and/or the revenues from the leased property, or by any part of either or both, shall have been fully paid and extinguished (other than by refunding), unless the LESSOR shall, prior to such time, in writing notify LESSEE that the LESSOR elects that the provisions of this paragraph (d) shall not apply thereto.

SECTION 2. No waiver by LESSOR for any failure or breach as aforesaid shall operate as a waiver of any subsequent failure or breach of or by the LESSEE whatsoever.

SECTION 3. At the termination of this Lease as aforesaid, LESSEE shall deliver to LESSOR the LEASED PROPERTY and all substitutions therefor in good and serviceable condition, ordinary wear and natural deterioration excepted, and LESSOR shall have the right to repossess the same; whereupon, all interest of LESSEE in and to the leased property under this Lease shall, ipso facto, terminate.

SECTION 4. If applicable provisions of the Declaration of Trust of the aforesaid Authority shall be or become inoperative, for any reason prior to termination of said trust in accordance with the terms of said Declaration of Trust, this Lease shall, at the same time, be and become null and void. This provision shall be a condition subsequent only.

ARTICLE X

CONTINUING COVENANT

It is covenanted and agreed that all of the terms, stipulations conditions, covenants, provisions and agreements herein set forth shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every of the heirs, executors, administrators successors and assigns of the parties hereto and each and every of the heirs, executors, administrators, successors, and assigns thereof; and all terms, stipulations, conditions, covenants, provisions and agreements hereof shall be, and hereby are made, covenants running with the land, with respect to any and all real estate included in the leased property.

ARTICLE XI

MISCELLANEOUS

SECTION 1. Each and every consideration, term, stipulation, condition, covenant, provision and agreement of this Lease is an independent agreement between the parties; and the ineffectiveness, for any cause or reason whatsoever, of any part or parts of this Lease shall not render ineffective any of the remainder so long as there shall be a right in the LESSEE to use the leased property or any part thereof.

SECTION 2. Any notice and/or demand provided for under the terms of this Lease, or with relation thereto, may be given by mailing the same by registered or certified United States Mail, postage prepaid, and such notice and/or demand shall be deemed given or made when so deposited in the mail.

(b) Any such notice and/or demand to LESSOR shall be addressed to the LESSOR at the place where the principal office of the LESSOR then shall be located.

(c) Any such notice and/or demand to LESSEE may be addressed to any Trustee of the aforesaid Authority as shown by the last certificate concerning the personnel of the Trustee of said

Authority filed in the Office of the County Clerk of Cherokee County, Oklahoma, pursuant to the Declaration of Trust of the Authority; and the giver of such notice and/or demand shall not be required to ascertain whether or not such person theretofore had been succeeded, displaced or removed as a Trustee of the Authority, in order for such notice and/or demand to be effective hereunder.

(d) Any such notice and/or demand to a Trustee for the owners of any funded debt of the LESSEE shall be addressed to the last such Trustee as shall appear of record in the office of the County Clerk of Cherokee County, Oklahoma; and the giver of such notice and/or demand shall not be required to ascertain whether or not such trustee theretofore had been succeeded, displaced or removed, or whether or not there shall be another trustee for such funded debt, in order for such notice and/or demand to be effective hereunder.

ARTICLE XII

RENEWAL

At the expiration of the term of this Lease, the LESSEE shall have the option to renew this Lease for the same, or at the option of LESSEE, a lesser number of years expressed in Article II hereof, with such renewed lease to be on the same terms, conditions, covenants and provisions as herein contained, including this provision for renewal by giving notice in writing to LESSOR of the exercise of such option and filing a copy of said notice in the office of the County Clerk of Cherokee County, Oklahoma, not more than six months prior to the expiration of the term hereof. In the event of the exercise of such option, as aforesaid, no new writing shall be required to effect such renewal in accordance with the terms of this lease and said notice.

IN WITNESS WHEREOF, the City of Tahlequah, Oklahoma, a municipal corporation, as LESSOR, the Trustees of the Tahlequah Hospital Authority, a public trust, as LESSEE, have executed this Lease in several multiple originals all of which constitute one and the same instrument on this 3rd day of SEPTEMBER, 1974, to be effective as of the 4th day of SEPTEMBER, 1974.

ATTEST:

[Signature]
CITY CLERK.

THE CITY OF TAHLEQUAH, OKLAHOMA

BY [Signature]

MAYOR.

ATTEST:

[Signature]
SECRETARY OF TRUSTEES.

THE TAHLEQUAH HOSPITAL AUTHORITY

BY [Signature]

CHAIRMAN OF TRUSTEES.

ACKNOWLEDGMENT

STATE OF OKLAHOMA }
COUNTY OF CHEROKEE } SS.

On this 3rd day of SEPTEMBER, 1974, before me, the undersigned Notary Public in and for the above named State and County, Personally appeared John Purdy, to me known to be the identical person who executed the within and foregoing Lease upon behalf of the municipal corporation named as LESSOR therein as the Mayor of said municipal corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and seal the date above written.

MY COMMISSION EXPIRES:
July 5, 1975

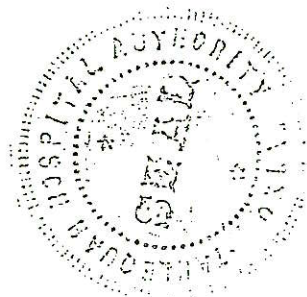
Jack Blis
NOTARY PUBLIC.

CERTIFICATE

The undersigned hereby certifies the within and foregoing instrument to be a true, correct and exact copy of the same as said instrument appears of record in the official documents and as filed with the undersigned secretary of the Tahlequah Hospital Authority, a public trust, and that the original thereof is now on file and in the possession of the undersigned in his official capacity.

Dated at Tahlequah, Oklahoma this 26th day of August, 1975.

Heckert R. Zell
SECRETARY



**LEASE TERMINATION AND MUTUAL DISCLAIMER
AND RELEASE AGREEMENT**

This Lease Termination and Mutual Disclaimer Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Tahlequah, Oklahoma, a municipal corporation ("City") and Tahlequah Hospital Authority, an Oklahoma public trust ("Authority").

RECITALS:

A. City and Authority entered into that certain lease dated September 3, 1974 and effective as of September 4, 1975, recorded on September 21, 1984 in the records of the Cherokee County Clerk in Book 69, Pages 778-785 (the "Lease"). The Lease covered real property and improvements in Cherokee County, Oklahoma, to wit:

The West Half of Block Seventy-Seven (77) in the City of
Tahlequah, Oklahoma, according to the Official Plat thereof

Such property is referenced herein as the "Old Hospital."

B. Subsequent to the effective date of the Lease, the Authority purchased in its name certain real property in Cherokee County, Oklahoma, to wit:

C. Authority subsequently constructed a new hospital facility on such real property. Such real property and improvements are referenced herein as the "New Hospital."

D. Authority has continually operated the New Hospital since its completion in ____.

E. Authority issued tax-exempt bonds to finance the construction of the New Hospital. Such bonds were secured solely by _____ and were repaid solely with operating revenues generated by the Authority's operation of the New Hospital.

F. Since the completion of the New Hospital, the Authority has not used or exercised any control over the Old Hospital building; rather, the Old Hospital building has been used for governmental purposes by the City and Cherokee County officials.

G. City and Authority hereby acknowledge and agree that City is the sole beneficiary of Authority pursuant to the Authority's Trust Indenture dated June 3, 1974, as amended (the "Trust Indenture") and is entitled to all rights of the beneficiary set forth therein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of Lease. The parties hereby mutually terminate the Lease, effective as of _____, 2024.

2. Disclaimer and Release by City. With the exception of its rights as beneficiary of the Authority under the Trust Indenture, City hereby (i) disclaims any and all interest in the New Hospital and all other property acquired by Authority subsequent to the effective date of the Lease, including but not limited to all real property, improvements, furnishings, fixtures and equipment utilized by Authority in the operation of the New Hospital and in all other healthcare services provided by Authority directly or through its affiliates; and (ii) releases any and all rights or claims it may otherwise have under the Lease or otherwise to such property.

3. Disclaimer and Release by Authority. Authority hereby (i) disclaims any and all interest in the Old Hospital and all other property owned by City, including all furnishings, fixtures and equipment utilized by City in the operation of the Old Hospital and other services provided by City, and (ii) releases any and all rights or claims it may otherwise have under the Lease or otherwise to such property.

4. Confirmation of Authority Trust Indenture. The parties acknowledge and agree that the City is the sole beneficiary of the Authority and is entitled to the rights of the beneficiary as specified in the Authority's Trust Indenture and as otherwise provided under Oklahoma law.

(Signatures on Following Page)

Dated this ____ day of August, 2024.

CITY OF TAHLEQUAH, OKLAHOMA, an
Oklahoma municipal corporation

TAHLEQUAH HOSPITAL AUTHORITY,
an Oklahoma public trust, d/b/a Northeastern
Health System

By: _____
_____, Mayor

By: _____
Brian Woodliff, President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF CHEROKEE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, _____ personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as mayor of the City of Tahlequah and acknowledged to me that he/she executed the same on behalf of the City of Tahlequah for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public, State of Oklahoma

My Commission Number:
My Commission Expires:
[SEAL]

STATE OF OKLAHOMA)
) SS:
COUNTY OF CHEROKEE)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2024 personally appeared Brian Woodliff, to me known to be the identical person who executed the within and foregoing instrument as Chief Executive Officer of Tahlequah Hospital Authority, d/b/a Northeastern Health System, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Tahlequah Hospital Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public, State of Oklahoma

My Commission Number:
My Commission Expires:
[SEAL]



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6f
Meeting Date 9/3/2024
Initiator _____
Office / Department Human Resources

Item Title

Discussion and Possible action to approve, approve with modifications, or deny the Health Benefit renewal and offerings for the plan year November 1, 2024, to October 31, 2025. **Director of Human Resources, M'Lynn Pape**

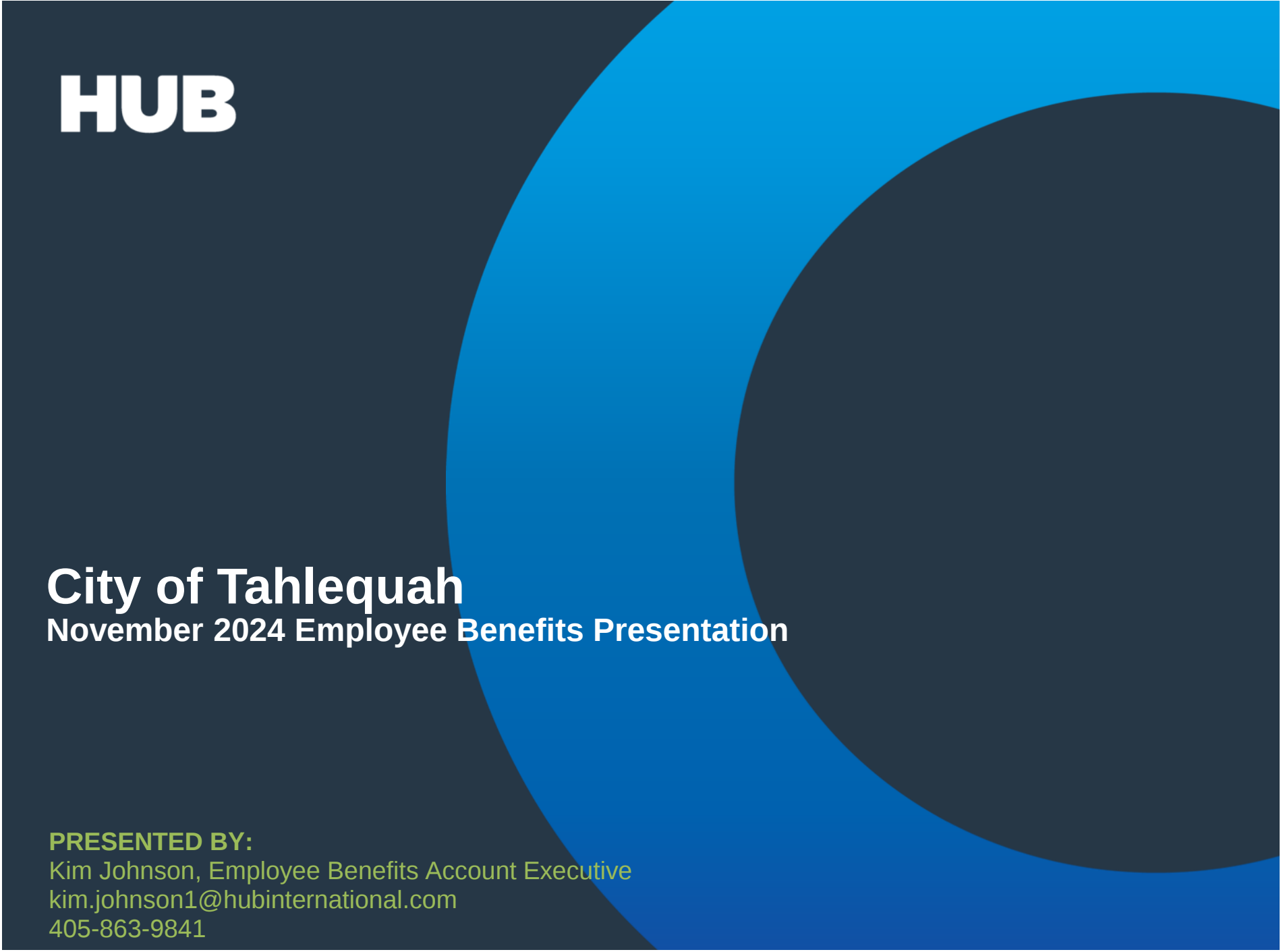
Background

Exhibits

1. 2024-2025 City of Tahlequah Employee Benefits Presentation

Funding Source

Request

The background of the slide features a dark navy blue field on the left and a vibrant blue field on the right, separated by a large, curved, overlapping shape. The word "HUB" is displayed in a bold, white, sans-serif font in the upper left corner.

HUB

City of Tahlequah

November 2024 Employee Benefits Presentation

PRESENTED BY:

Kim Johnson, Employee Benefits Account Executive
kim.johnson1@hubinternational.com
405-863-9841

HUB International Contacts

Address

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

Benefits Consultant

Phone:

Caitlin Hinman

405-863-9829

E-Mail:

caitlin.hinman@hubinternational.com

Account Executive

Phone:

Kim Johnson

405-863-9841

E-Mail:

kim.johnson1@hubinternational.com

Account Manager

Phone:

Tiffany Dorl

405-863-9780

E-Mail:

tiffany.dorl@hubinternational.com

Plan Analyst

Phone:

Andrew McClintock

405-863-9834

E-Mail:

andrew.mcclintock@hubinternational.com

Regional Practice Leader

Phone:

Tony Ishmael

918-491-8532

E-Mail:

tony.ishmael@hubInternational.com

Line of Coverage	Current	Renewal	% Difference	Negotiated with Bundling Discounts	% Difference
Medical PPO	\$936,671	\$992,112	5.9%	\$936,714	0.0%
Dental PPO	\$52,443	\$52,443	0.0%	\$52,443	0.0%
Vision	\$14,889	\$14,889	0.0%	\$14,889	0.0%
Basic Life/ADD	\$6,024	\$6,024	0.0%	\$6,024	0.0%
Long Term Disability	\$20,430	\$20,430	0.0%	\$20,430	0.00%
Short Term Disability	\$32,043	\$34,546	7.8%	\$34,546	7.80%
Total Annual Premium	\$1,062,499	\$1,120,443		\$1,065,046	
Annual \$ Change		\$57,944		\$2,547	
Annual % Change		5.5%		0.2%	

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

Medical PPO		BCBS of OK		BCBS of OK	
November 1, 2024		Current		Renewal	
		MOBAP0083		MOBAP0083	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Network		Blue Advantage		N/A	
Overall Limits					
Deductible - Individual		\$1,000	\$1,500	\$1,000	\$1,500
Deductible - Family		\$3,000	\$4,500	\$3,000	\$4,500
Out-of-Pocket Maximum - Individual		\$3,000	\$9,000	\$3,000	\$9,000
Out-of-Pocket Maximum - Family		\$9,000	\$27,000	\$9,000	\$27,000
Services					
Physician Office Visit Copay		\$20	30% after ded	\$20	30% after ded
Specialist Office Visit Copay		\$20	30% after ded	\$20	30% after ded
Preventative Care		No charge	30% after ded	No charge	30% after ded
Lab and X-Ray		No charge	30% after ded	No charge	30% after ded
Imaging (CT, MRI, PET scans)		20% after ded	40% after ded	20% after ded	40% after ded
Inpatient Hospitalization		\$750+20% after ded	\$750+40% after ded	\$750+20% after ded	\$750+40% after ded
Outpatient Surgery		20% after ded	40% after ded	20% after ded	40% after ded
Emergency Room		\$100+20% after ded		\$100+20% after ded	
Urgent Care		\$50	30% after ded	\$50	30% after ded
Durable Medical Equipment		20% after ded	40% after ded	20% after ded	40% after ded
Prescription Drugs					
Rx Deductible		None	None	None	None
Retail		30-day supply	30-day supply	30-day supply	30-day supply
Preferred Generic		No charge / \$10	\$10	No charge / \$10	\$10
Non-Preferred Generic		\$10 / \$20	\$20	\$10 / \$20	\$20
Preferred Brand		\$35 / \$55	\$55	\$35 / \$55	\$55
Non-Preferred Brand		\$75 / \$95	\$95	\$75 / \$95	\$95
Mail Order		90-day supply	N/A	90-day supply	N/A
Preferred Generic		No charge	Not covered	No charge	Not covered
Non-Preferred Generic		\$30	Not covered	\$30	Not covered
Preferred Brand		\$105	Not covered	\$105	Not covered
Non-Preferred Brand		\$225	Not covered	\$225	Not covered
Specialty		30-day supply	30-day supply	30-day supply	30-day supply
Preferred Specialty		\$150	\$150+50% additional charge	\$150	\$150+50% additional charge
Non-Preferred Specialty		\$250	\$250+50% additional charge	\$250	\$250+50% additional charge

Monthly Rates	Lives	Current	Renewal	Negotiation w/ 2% Bundling
Employee Only	109	\$561.69	\$594.94	\$561.72
Employee + Spouse	3	\$1,341.86	\$1,421.25	\$1,341.89
Employee + Child(ren)	4	\$989.40	\$1,047.93	\$989.41
Employee + Family	5	\$1,769.70	\$1,874.41	\$1,769.75

121	
Monthly Premium	\$78,056
Annual Premium	\$936,671

Monthly Premium	\$82,676
Annual Premium	\$992,112

Annual \$ Change	\$55,441
Annual % Change	5.9%

Annual \$ Change	\$44
Annual % Change	0.0%

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

Dental PPO		BCBS of OK	
November 1, 2024		Current / Renewal	
		DONHM14	
		In-Network	Out-of-Network
Network		Blue Care	N/A
Calendar Year Maximum			
Per Member		\$1,500	\$1,000
Calendar Year Deductible			
Individual		\$50	\$50
Family		\$150	\$150
Diagnostic and Preventive			
Oral Exam		No charge	20%
Bitewing X-Rays		No charge	20%
Full Mouth X-Rays		No charge	20%
Teeth Cleaning		No charge	20%
Fluoride Treatment		No charge	20%
Sealants		No charge	20%
Basic Services			
Fillings		20%	40%
Anesthesia		20%	40%
Periodontics (Gum disease)		20%	40%
Endodontics (Root Canal)		20%	40%
Simple & Surgical Extractions		20%	40%
Major Services			
Inlays, Onlays, Crowns		50%	60%
Dental Implants		Not covered	Not covered
Prosthodontics (Bridges & Dentures)		50%	60%
Repair & Maintenance of Bridgework & Dentures		50%	60%
Orthodontics			
Benefit Percentage		Not covered	Not covered
Lifetime Maximum		Not covered	Not covered
Out-of-Network Reimbursement		MAC	
Rate Guarantee		Until 11/1/2025	
Monthly Rates	Lives	Current	Renewal
Employee Only	83	\$28.63	\$28.63
Employee + Spouse	9	\$57.26	\$57.26
Employee + Child(ren)	5	\$72.72	\$72.72
Employee + Family	10	\$111.50	\$111.50
		107	
Monthly Premium		\$4,370	\$4,370
Annual Premium		\$52,443	\$52,443
Annual \$ Change		\$0	
Annual % Change		0.0%	

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

Vision November 1, 2024		VSP Current / Renewal	
		Vision PPO	
		In-Network	Out-of-Network
		Copay	Plan pays <u>up to</u> :
Network		VSP Choice	N/A
Exam		\$20	\$45
Lenses			
Single		\$20	\$30
Bifocal		\$20	\$50
Trifocal		\$20	\$65
Lenticular		\$20	\$100
Contact Lenses*			
Medical Necessary		\$20	\$210
Elective		\$130 allowance	\$105
Frames		\$130 allowance; Featured: \$150 allowance	\$70
Frequency of Services			
Eye Examination		12 months	12 months
Lenses		12 months	12 months
Frames		12 months	12 months
Contact Lenses*		12 months	12 months
* In lieu of eyeglasses			
Rate Guarantees		Until 11/1/2026	
Monthly Rates		Lives	
Employee Only		61	
Employee + Spouse		14	
Employee + Child(ren)		6	
Employee + Family		10	
		91	
Monthly Premium		\$1,241	\$1,241
Annual Premium		\$14,889	\$14,889
Annual \$ Change			\$0
Annual % Change			0.0%

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

Basic Life and AD&D November 1, 2024		Dearborn Current / Renewal	
Eligibility:		All active full-time employees (30 hours)	
Benefit Amount			
Life Benefits		\$10,000	
AD&D Benefits		\$10,000	
Maximum Benefits		\$10,000	
Guarantee Issue Amount		\$10,000	
Benefit Reduction Schedule			
At Age 65		35%	
At Age 70		50%	
Benefits Highlights			
Accelerated Death Benefit		75% up to \$250,000	
Waiver of Premium		Included	
Conversion		Included	
Seat Belt Provision (AD&D)		Included	
Air Bag Provision (AD&D)		Included	
Repatriation Benefit		Included	
Monthly Rates			
Rate Guarantee		Until 11/1/2025	
Estimated Volume		\$1,476,500	\$1,476,500
Basic Life Rate per \$1,000		\$0.310	\$0.310
Basic AD&D Rate per \$1,000		\$0.030	\$0.030
Combined Rate		\$0.340	\$0.340
Monthly Premium		\$502	\$502
Annual Premium		\$6,024	\$6,024
Annual \$ Change		\$0	
Annual % Change		0.0%	

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

Voluntary Life November 1, 2024		Dearborn Current / Renewal	
Eligibility		All active full-time employees (30 hours)	
Employee Life Benefit			
Increments of		\$10,000	
Minimum		\$10,000	
Maximum		\$500,000	
Guarantee Issue Amount		\$150,000	
Spouse Life Benefit			
Increments of		\$5,000	
Minimum		\$5,000	
Maximum		\$150,000, not to exceed 50% of ee's amount	
Guarantee Issue Amount		\$25,000	
Dependent Child(ren) Life Benefit			
Increments of		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Minimum		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Maximum		Birth to 14 days: \$0, 15 days to 6 months: \$100, 6 months+: \$10,000	
Guarantee Issue Amount		N/A	
Benefit Reduction Schedule		% of Original Benefits	
At Age 65		35%	
At Age 70		50%	
Benefit Highlights			
Waiver of Premium		Included	
AD&D Benefit		Match Life benefits	
Conversion		Included	
Portability		Included	
Monthly Rates		Current	Renewal
Rate Guarantee		Until 11/1/2025	
Employee & Spouse Vol. Life Rate		Monthly Rates per \$1,000	
Under age 20		\$0.078	\$0.078
Age 20-24		\$0.078	\$0.078
Age 25-29		\$0.093	\$0.093
Age 30-34		\$0.124	\$0.124
Age 35-39		\$0.140	\$0.140
Age 40-44		\$0.155	\$0.155
Age 45-49		\$0.233	\$0.233
Age 50-54		\$0.358	\$0.358
Age 55-59		\$0.668	\$0.668
Age 60-64		\$1.026	\$1.026
Age 65-69		\$1.974	\$1.974
Age 70+		\$3.203	\$3.203
Dependent Child(ren) Vol. Life Rate		\$0.221	\$0.221
Employee AD&D Rate		\$0.035	\$0.035
Spouse AD&D Rate		\$0.035	\$0.035
Child(ren) AD&D Rate		\$0.035	\$0.035

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

Long Term Disability November 1, 2024		Dearborn Current / Renewal	
Eligibility:		All active full-time employees	
Benefit Highlights			
Monthly Benefit Percentage		60%	
Maximum Monthly Benefit		\$5,000	
Elimination Period		180 days	
Own Occupation		24 months	
Maximum Benefit Duration		SSNRA or ADEA	
Disability Earnings Test		80% / 60%	
Recurrent Disabilities		Included	
Mental Health/Substance Abuse Limitations		24 months	
Pre-Existing Condition		3/12	
Social Security Integration		Family	
Survivor Benefit		3 months	
Monthly Rates		Current	Renewal
Rate Guarantee		Until 11/1/2025	
Estimated Volume		\$608,032	\$608,032
Rate per \$100		\$0.280	\$0.280
Monthly Premium		\$1,702	\$1,702
Annual Premium		\$20,430	\$20,430
Annual \$ Change			\$0
Annual % Change			0.0%

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

Short Term Disability November 1, 2024	Dearborn Current / Renewal		
Eligibility	All active full-time employees (30 hours)		
Elimination Period			
Sickness	14 days		
Accident	14 days		
Benefit Highlights			
Benefit Percentage	60%		
Maximum Weekly Benefit	\$1,000		
Maximum Benefit Duration	24 weeks		
Recurrent Disability	Included		
24-Hour Coverage	No		
Pre-Existing Conditions	None		
Monthly Rates	Current	Renewal	Negotiated
Rate Guarantee	Until 11/1/2025		
Estimated Volume	\$83,445	\$83,445	\$83,445
Rate per \$10	\$0.320	\$0.352	\$0.345
Monthly Premium	\$2,670	\$2,937	\$2,879
Annual Premium	\$32,043	\$35,247	\$34,546
Annual \$ Change	\$3,204		
Annual % Change	10.0%		
	\$2,503		
	7.8%		

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



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

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

CONSULT EACH COMPANY PROPOSAL FOR SPECIFICS

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

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



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6g
Meeting Date	9/3/2024
Initiator	Taylor Tannehill, City Administrator, Ray Hammons, Coordinator
Office / Department	Administration

Item Title

Discussion and possible action to approve Change Order #1, in the amount of 96,900.00, for sanitary sewer replacement for 10" SDR 26 in place of 8" SDR 26 Muskogee Avenue Improvements Project. **Special Projects Coordinator Ray Hammons/City Administrator Taylor Tannehill**

Background

Early in the project, a manhole was identified as an encroachment on the proposed bridge box extension on the southerly bridge. After many consultations with TPWA, our inspectors and the contractors, we've come to a reasonable solution to the encroachment. Our contractors, Paragon, will provide all labor and equipment to install a new line and remove the existing manhole.

Exhibits

1. Sanitary Sewer Replacement

Funding Source

2013 Bond

Request

To approve Change Order #1.



PARAGON CONTRACTORS

Date:

8/15/2024

Quote is good for thirty (30) days

Re: Muskogee Ave. Sanitary Sewer Replacement

Paragon Contractors is pleased to submit a bid on the above referenced project.
A scope of work has been provided for your review.

The scope of our quote reflects plan sheets

SCOPE OF WORK:**FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:**

Removal of existing 8" clay pipe and replace with 8" SDR 26
from existing manhole Sta. 29+20 west side bridge A. To
existing manhole Sta. 29+84 east side Bridge A.

Approximately 130' eliminating the manhole at Sta. 29+20	1.000 LS	\$90,360.00	\$90,360.00
--	----------	-------------	-------------

For 10" SDR 26 in place of 8" SDR 26	1.000 LS	\$96,900.00	\$96,900.00
--------------------------------------	----------	-------------	-------------

Bid Total:	\$0.00
-------------------	---------------

Conditions:

1. Work schedule 10hr/day 50hr/week. Overtime beyond not calculated in pricing.
2. Mobilizations: One (1) included in quote. If we are notified to proceed with work, and arrive on site with equipment and workers, but find that the site is not ready, an additional remobilization fee may be charged. Remobilization fee is a minimum of \$4,000.00 per occurrence.
3. This quote is valid for thirty (30) days.
4. Bond rate of 1.5% is **not** included in pricing.
5. This proposal's Terms and Conditions, Pricing and exclusions to become an integral part of the contract.
6. Payment is due in full net 30 days from the date of invoice. Interest carry of 6% for late payments.

Exclusions:

1. Undercut, removal, replacement or chemical stabilization of unsuitable soils encountered below sub grade elevations.
2. Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Rock Excavation
5. Sod / Seed / Landscape / Irrigation
6. Import topsoil
7. Striping and/ or signs
8. Excavation or backfill of footings, foundations and/ or retaining walls
9. Removal or handling of hazardous materials

Any item not shown above

Sincerely,

ERIC SHEARS

Eric@ParagonTulsa.com

918-270-0037

918-582-8800

Item No.	6h
Meeting Date	9/3/2024
Initiator	Ray Hammons, Coordinator, Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible action to approve or deny Change Order #2, in the amount of \$34,620.00, for 200 Cubic Yards Controlled Low Strength Material (CLSM) for the Muskogee Avenue Improvements Project. **Special Projects Coordinator Ray Hammons/City Administrator Taylor Tannehill**

Background

The material in the change order will be used to fill pipe under the roadway section to reduce chance of future settling. The plans called for capping the pipe.

Exhibits

1. CLSM CO Muskogee

Funding Source

2013 Bond

Request

To approve Change Order #2



PARAGON
CONTRACTORS

Date:

8/28/2024

Quote is good for thirty (30) days

Re: CLSM - S Muskogee Avenue Improvements

Paragon Contractors is pleased to submit a bid on the above referenced project.
A scope of work has been provided for your review.

The scope of our quote reflects plan sheets

SCOPE OF WORK:

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

CLSM Placement (Estimated Amount \$173.10 per CY)	200 CY	\$34,620.00
---	--------	-------------

Bid Total: \$34,620.00

Conditions:

1. Work schedule 10hr/day 50hr/week. Overtime beyond not calculated in pricing.
2. Mobilizations: One (1) included in quote. If we are notified to proceed with work, and arrive on site with equipment and workers, but find that the site is not ready, an additional remobilization fee may be charged. Remobilization fee is a minimum of \$4,000.00 per occurrence.
3. This quote is valid for thirty (30) days.
4. Bond rate of 1.5% is **not** included in pricing.
5. This proposal's Terms and Conditions, Pricing and exclusions to become an integral part of the contract.
6. Payment is due in full net 30 days from the date of invoice. Interest carry of 6% for late payments.

Exclusions:

1. Undercut, removal, replacement or chemical stabilization of unsuitable soils encountered below sub grade elevations.
 2. Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
 3. Bonds
 4. Rock Excavation
 5. Sod / Seed / Landscape / Irrigation
 6. Import topsoil
 7. Striping and/ or signs
 8. Excavation or backfill of footings, foundations and/ or retaining walls
 9. Removal or handling of hazardous materials
- Any item not shown above*

Sincerely,

ERIC SHEARS

Eric@ParagonTulsa.com

918-270-0037

918-582-8800

Item No.	6i
Meeting Date	9/3/2024
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible motion to approve or deny authorization for the City Administrator to approve future change order requests for the Muskogee Avenue Improvements Project. **City Administrator Taylor Tannehill**

Background

The item is placed on the agenda to allow administrative approval of change orders as they are received either from our inspector or the contractor. The action will keep the project progressing and reduce potential delays. If authorization is granted and a change order is approved administratively, the City Administrator will provide that information to council at the next regularly scheduled meeting.

Exhibits

None

Funding Source

N/A

Request

To authorize the City Administrator to approve future change orders for the referenced project.

Item No.	6j
Meeting Date	9/3/2024
Initiator	Chris Armstrong, Superintendent
Office / Department	Administration

Item Title

FIRST READING and possible action to approve, approve with modification, or deny Ordinance 1377-2024, an ordinance of the City of Tahlequah Oklahoma amending the Tahlequah City code Part 17, Utilities; Part 17-5, Solid Waste Department Establishment, and Collection and Disposal of Solid Waste By Adding Section 17-511, Intensive Residential Developments; Providing for Codification, Severability, Repealer, and Declaring An Emergency. **Solid Waste Superintendent Chris Armstrong**

Background

Exhibits

1. Solid Waste Dumpster Ordinance 1

Funding Source

N/A

Request

First Reading

ORDINANCE NO. 1377-2024

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 17, UTILITIES; PART 17-5, SOLID WASTE DEPARTMENT ESTABLISHMENT, AND COLLECTION AND DISPOSAL OF SOLID WASTE, BY ADDING SECTION 17-511, INTENSIVE RESIDENTIAL DEVELOPMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. NEW LAW. Section 17-511 of the Tahlequah City Code is hereby added to read as follows:

Chapter 17-5 ~~Solid Waste Department Establishment, and Collection and Disposal of Solid Waste~~ Management System

Section 17-511. Intensive Residential Developments.

- A. Individual carts are prohibited for the individual units of an intensive residential development. Each intensive residential development shall be required to obtain and install such number of commercial dumpsters as the Solid Waste Department may determine, from to time, is required to satisfy the solid waste management and disposal requirements of the particular intensive residential development. Each such commercial dumpster shall be enclosed in accordance with the regulations of the Solid Waste Department.
- B. As used in this section, an “**intensive residential development**” is any residential development ~~properly classified as Multi-Family Low Density, Multi-Family Medium Density, Multi-Family High Density, or Mobile Home Park consisting of three (3) or more units on a single lot.~~

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

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

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

SECTION 5. EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and welfare of the City of Tahlequah, Oklahoma, and the inhabitants therefore, an emergency is hereby declared to exist and by reason whereof this Ordinance shall take effect and be in full force from and after its passage as provided by law.

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

THE CITY OF TAHLEQUAH, OKLAHOMA

Suzanne Myers, Mayor

(SEAL)

ATTEST:

Whitney Shaw, City Clerk

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

John Tyler Hammons, City Attorney



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6j
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Declare or Deny Ordinance No. 1377-2024 as an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6k
Meeting Date	9/3/2024
Initiator	Taylor Tannehill, City Administrator, JT Hammons, City Attorney
Office / Department	Administration

Item Title

FIRST READING and possible action to approve, approve with modifications, or deny Ordinance No. 1380-2024, and ordinance of the City of Tahlequah, Oklahoma, amending the Tahlequah City Code, Part 2, Administration and Government; Chapter 2-4, General Provisions Relating to City Officers and Employees; by adding Section 2-413, Controlled Access to the City Facilities; Providing for Codification, Severability, Repealer, and Declaring An Emergency. **City Administrator Taylor Tannehill/City Attorney JT Hammons**

Background

--

Exhibits

- | |
|--|
| 1. Controlled Access Ordinance - draft 2 |
|--|

Funding Source

--

Request

--

ORDINANCE NO. 1380-2024

AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA, AMENDING THE TAHLEQUAH CITY CODE, PART 2, ADMINISTRATION AND GOVERNMENT; CHAPTER 2-4, GENERAL PROVISIONS RELATING TO CITY OFFICERS AND EMPLOYEES; BY ADDING SECTION 2-413, CONTROLLED ACCESS TO CITY FACILITIES; PROVIDING FOR CODIFICATION, SEVERABILITY, REPEALER, AND DECLARING AN EMERGENCY.

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

SECTION 1. NEW LAW. Section 2-413 of Chapter 2-4 of Part 2 of the Tahlequah City Code is hereby amended to read as follows:

Section 2-413. Controlled Access to City Facilities

1. The Mayor, or the Mayor's designee, is hereby authorized to manage public access to areas within enclosed facilities owned, controlled, or leased by the City (hereinafter "City facilities") through the use of the use of physical barriers and/or appropriate signage. In the performance of such responsibilities and in a manner consistent with the decisions of the United States Supreme Court, the Mayor, or the Mayor's designee, shall have the authority to identify those areas of City facilities to which the public shall be permitted and those areas of City facilities to which the public is prohibited. The designation of City facilities shall be based upon the intended use of the same.
2.
 - a. Members of the public shall be prohibited from entering and/or remaining in those areas of City facilities which are intended primarily for the use of City employees in the conduct of their official business without being escorted by a City employee or officer.
 - b. It shall be unlawful and an offense for members of the public to enter and/or remain in such areas without being escorted by a City employee or officer. Any person found within a in such areas without authorization shall be considered a trespasser.
 - c. Members of the public shall be prohibited from entering and/or remaining in those areas of City facilities which are intended primarily for the use of the City Council and the various City boards and commissions to conduct their respective meetings except during those times such bodies convene a public meeting pursuant to public notice required by law. During such time as a public meeting is occurring, the public may enter and/or remain in the same so long as they are engaged in legitimate public business with City employees or officers. It shall be unlawful and an offense for members of the public to enter and/or remain in such areas for purposes other than the conduct of legitimate public business. The disruption of the work of the City employees or the interruption of a public meeting shall be deemed to not constitute legitimate public business. As used in this paragraph, the disruption of the work of City employee or the interruption of a public meeting is any activity which violates any federal, state, or local law, ordinance, rule, regulation, policy, or custom, including, but not limited to, any directive on any public sign or notice. Any person found in such areas for purposes other than the conduct of legitimate public business shall be considered a trespasser after refusing to leave upon request by any City employee or officer.
3. The Mayor, or the Mayor's designee, shall have the authority to implement procedures to regulate and control public access within City facilities in order to provide for the security of City employees and officers and to minimize potential disruptions to the work of City employees and officers.
4.
 - a. Except during such time as a public meeting is occurring, it shall be unlawful and an offense for members of the public to record the video and/or sound within City facilities. PROVIDED, the provisions of this paragraph shall not apply to legitimate law enforcement activities conducted by commissioned law enforcement officers.

- b. Any person who is observed to be recording the video and/or sound within City facilities and, after having been directed to cease the same, persists in doing so shall be considered a disruption to the work of City employees. Any City employee or officer may request any such person to immediately leave the City facility at issue. Any person who refuses to leave any City facility upon request by any City employee or officer under this paragraph shall be considered a trespasser.
- 5. The Mayor, and all other City employees and officers, are hereby authorized to warn all persons of any conduct which is prohibited by any provision of this section and to request such activity to cease. The Mayor, and all other City employees and officers, are hereby authorized to call upon law enforcement to treat as trespassers any person who refuses to depart from any City facility after a request has been made to do so pursuant to any provision of this section.

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

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

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

SECTION 5. EMERGENCY. It being necessary for the preservation of the public peace, health, safety, welfare, and morals, this Ordinance shall take immediately after its publication as provided by law.

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

THE CITY OF TAHLEQUAH, OKLAHOMA

Suzanne Myers, Mayor

(SEAL)

ATTEST:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 20____.

John Tyler Hammons, City Attorney



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6k
Meeting Date 9/3/2024
Initiator _____
Office / Department Administration

Item Title

Declare or deny Ordinance No. 1380-2024 as an Emergency Ordinance; it being immediately necessary for the preservation of public peace, health, safety, welfare, and morals and should take effect immediately after its publication as provided by law.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	61
Meeting Date	9/3/2024
Initiator	Brian Speake, Superintendent
Office / Department	Parks & Recreation

Item Title

Discussion and possible action to approve, approve with modification, or deny accepting the bid amount of \$100,528.00 from D & B Rodgers Construction for the Southridge Pickleball Court, Parking Lot, and Sidewalk. **Recreation Superintendent Brian Speake**

Background

--

Exhibits

- | |
|--------------------------|
| 1. Southridge Bid Backup |
|--------------------------|

Funding Source

--

Request

--

BID OPENING

Bid #2024-3 Southridge

Meeting Date: 8/20/2024
Start Time: 9:10 AM

Facilitator: Elliot Reif (Purchasing Agent),
Brian Speake (Parks & Recreation Supervisor)

Place/Room:

Council Chambers

Company Name	Received	Required Documents	Base Bid
Weldon Construction	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 132,246.78
Vor Construction	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 236,000.00
Drycon LLC	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 143,100.00
Quality Concrete Works	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 175,500.00

Company Name	Received	Required Documents	Base Bid
Yours Land Management	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 141,720.00
D & B Rodgers	✓	-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$ 100,528.00
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-kickback Affidavit -Business Relationship Affidavit -Bid Bond	\$

BID FORM

City of Tahlequah

Bid #2024-03

Bid Name: Southridge Bid

Date and Time Bidding Period Closing: August 20, 2024 at 9:00 am

Date and Time of Opening: August 20, 2024 at 9:10 am

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

BASE BID

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

BASE BID sum of:

one hundred thousand, five hundred twenty eight Dollars (\$ 100,528⁰⁰)

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

Name of Signatory:

Grady Rodgers

Signature:

Grady Rodgers

Company:

D & B Rodgers Construction

Address:

25686 E. 810 RD Welling OK 74471

Telephone:

918-223-6385

Paul Center
NOTARY PUBLIC





Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6m
Meeting Date 9/3/2024
Initiator _____
Office / Department Finance

Item Title

Discussion and possible action to approve, approve with modification, or deny accepting the bid amount of \$68,800.00 from Next Level Roofing for the Senior Citizen's Building Roof. **Maintenance Superintendent Mark Manship**

Background

Exhibits

1. 09.03.2024 Sr. Citizens Roof Bid

Funding Source

Request

BID OPENING

Bid #2024-4 Senior Citizen's Building Roof	Meeting Date: 08/20/2024 Start Time: 10:10 AM	10:11
Facilitator: Elliot Reif (Purchasing Agent), Michele Collins (Finance Director), Mark Manship (Maintenance Supervisor)	Place/Room: Council Chambers	Council Chambers

Company Name	Received	Required Documents	Base Bid
Commercial Roof Solutions		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 74,300.00
Hartford Hills Commercial Roofing		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 99,500.00
Kennedy Roofing		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 118,500.00
Next Level Roofing		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-kickback Affidavit ✓ -Business Relationship Affidavit ✓ -Bid Bond ✓	\$ 68,800.00

BID FORM

City of Tahlequah

Bid #2024-01

Bid Name: Senior Citizen's Building Roof Bid

Date and Time Bidding Period Closing: August 20, 2024 at 10:00 am

Date and Time of Opening: August 20, 2024 at 10:10 am

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

BASE BID

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

BASE BID sum of:

Sixty-Eight Thousand Eight hundred Dollars (\$ 68,800)

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

Name of Signatory:

Zac Moore

Signature:

Zac Moore

Company:

Next Level Roofing

Address:

6515 E 153rd St S. Bixby, OK 74008

Telephone:

405-837-9807



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6n
Meeting Date	9/3/2024
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Discussion and possible action to approve, approve with modifications, or deny the Final Plat Submittal of Cherokee Subdivision at Northwest Corner of N. Cedar Avenue and East Allen Road, Tahlequah, Oklahoma. More particularly described as a tract of land lying in and being a part of the SE/4 of the SE/4 of Section 21, T17N, R22E, Cherokee County, Oklahoma, according to the official plat thereof. **Planning & Development Director Paige Harjo**

Background

Planning Commission recommends approval of a final plat submittal of Cherokee Subdivision located at Northwest corner of N. Cedar Avenue and East Allen Road.

Exhibits

1. Cherokee Subdivision Agenda, Report & Map
2. Cherokee Subdivision 2240219 Final Plat

Funding Source

--

Request

--



MEETING AGENDA

City of Tahlequah Planning Commission

Tahlequah City Hall - 111 South Cherokee Avenue

Tuesday, August 27th, 2024, at 3:00 P.M.

Planning Commission Members

Ryan Cannonie – Chairman

Andy Harris – Vice Chairman

Robert Batson – Secretary

Amber Wooten

Armondo Duke

1. **Call to Order**
2. **Roll Call**
3. **Discussion and possible action** – Approval or correction of minutes dated July 30th, 2024.
4. **Discussion and possible action** – To recommend approval, approval with modifications, or deny a ***Final Plat Submittal of Cherokee Subdivision at Northwest Corner of N. Cedar Avenue and East Allen Road, Tahlequah, Oklahoma.*** More particularly described as, A tract of land lying in and being a part of the SE/4 of the SE/4 of Section 21, T17N, R22E, Cherokee County, Oklahoma, according to the official plat thereof.
5. **Adjournment**

Posted: P Harjo

Date: 8/27/24

Time: 3:02 P.M.

City of Tahlequah

PLANNING & DEVELOPMENT STAFF REPORT

TO: City of Tahlequah City Council
FROM: Paige Harjo, Tahlequah Planning & Development Director
DATE: September 3, 2024
RE: Resolution

Recommendation: Staff and Planning Commission Recommend approval of a final plat submittal of Cherokee Subdivision.

Background

Subject Property Address: Northwest Corner of N. Cedar Avenue X East Allen Road Road,
Tahlequah, OK

Property Owner: Cherokee Nation
Owner Representative: Wallace Design Collective

Attachments

Google Map
Final Plat

Project Summary

The applicant is requesting a final plat approval for The Cherokee Subdivision.

Relationship with Zoning/City Ordinance

Owner/owner representative had to abide by all zoning/city subdivision ordinances with this project.

Staff Comments

- a. The owner/owner representative have met all of the required subdivision city zoning and subdivision city ordinances.*

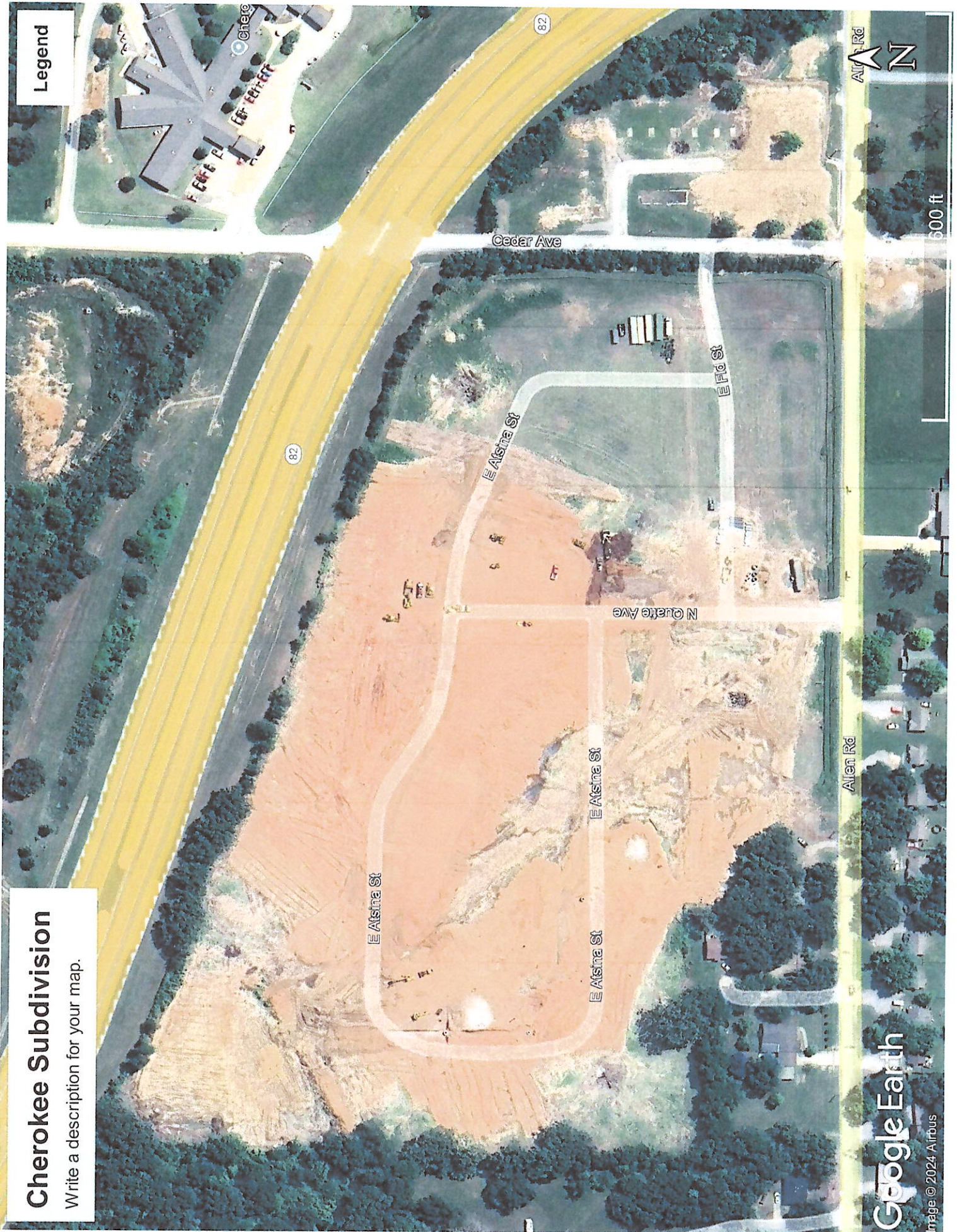
Planning Commission Discussion & Recommendation

The Planning Commission approved the recommendation.

Cherokee Subdivision

Write a description for your map.

Legend



FINAL PLAT

CHEROKEE SPKS SUBDIVISION

TAHLEQUAH, OKLAHOMA

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4 SE4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA.

OWNER

HOUSING AUTHORITY OF THE CHEROKEE NATION
P.O. BOX 1007
1500 HENSLEY DRIVE
TAHLEQUAH, OK 74465-1007
(918) 456-5482

LEGEND

U/E UTILITY EASEMENT
R/W RIGHT OF WAY
B/L BUILDING LINE
ACC ACCESS
LNA LIMITS OF NO ACCESS
BK./PG. BOOK/PAGE
P.O.B. POINT OF BEGINNING
[651] ADDRESS

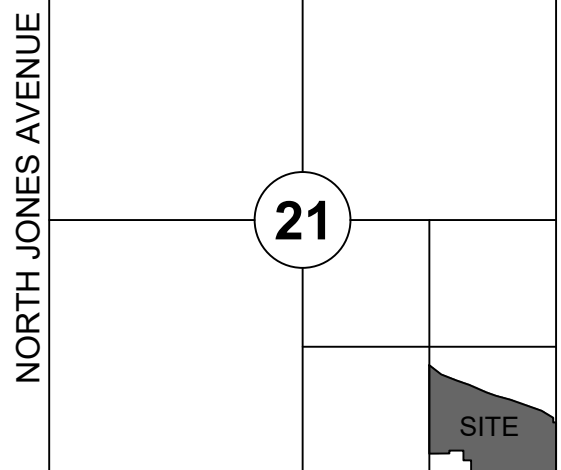
ENGINEER

WALLACE DESIGN COLLECTIVE, PC
123 NORTH MARTIN LUTHER KING JR. BLVD.
TULSA, OK 74103
(918) 584-5858
OKLAHOMA CA #1460
EXP DATE 6/30/25
LANE WOOLSEY P.E., RA
lance.woolsey@wallace.design

SURVEYOR

WALLACE DESIGN COLLECTIVE, PC
123 NORTH MARTIN LUTHER KING JR. BLVD.
TULSA, OK 74103
(918) 584-5858
OKLAHOMA CA #1460
EXP DATE 6/30/25
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design

R 22 E
WEST GRANDVIEW ROAD



Location Map
SCALE 1" = 2000'

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.31'	25.00'	90°05'41"	N46°56'31"W	35.38'
C2	123.12'	100.00'	70°32'29"	N37°09'55"W	115.49'
C3	62.48'	225.00'	15°54'37"	N80°23'28"W	62.28'
C4	123.76'	2472.52'	2°52'04"	N89°46'49"W	123.74'
C5	123.03'	175.00'	40°16'45"	N71°04'29"W	120.51'
C6	161.18'	225.00'	41°02'35"	N71°27'24"W	157.75'
C7	13.88'	15.00'	53°01'20"	S65°28'42"E	13.39'
C8	144.11'	51.50'	160°19'45"	S60°52'06"W	101.49'
C9	4.55'	15.00'	17°23'25"	S10°36'04"E	4.54'
C10	157.23'	100.00'	90°05'00"	S46°56'51"E	141.52'
C11	78.61'	50.00'	90°05'00"	S46°56'51"E	70.76'
C12	39.28'	25.00'	90°01'45"	S46°58'29"E	35.36'
C13	39.26'	25.00'	89°58'15"	N43°01'31"E	35.35'
C14	38.66'	25.00'	88°36'05"	N46°15'39"W	34.92'
C15	158.18'	225.00'	40°16'45"	N71°04'29"W	154.94'
C16	125.36'	175.00'	41°02'35"	N71°27'24"W	122.70'
C17	39.23'	25.00'	89°55'00"	S43°03'09"W	35.33'
C18	38.92'	25.00'	89°11'24"	S42°38'05"W	35.10'
C19	43.11'	175.00'	14°06'52"	S79°29'36"E	43.00'
C20	61.56'	50.00'	70°32'29"	S37°09'55"E	57.74'
C21	39.23'	25.00'	89°54'19"	S43°03'29"W	35.33'
C22	39.28'	25.00'	90°01'45"	N46°58'29"W	35.36'
C23	39.26'	25.00'	89°58'15"	N43°01'31"E	35.35'
C24	27.59'	2422.52'	0°39'09"	S89°06'44"W	27.59'

Lot Area Table (Block 1)			Lot Area Table (Block 3)		
Lot #	Area	(ACRE)	Lot #	Area	(ACRE)
1	10,890.00	0.25	1	11,601.41	0.27
2	10,890.00	0.25	2	11,601.41	0.27
3	10,890.00	0.25	3	11,601.41	0.27
4	13,579.83	0.31	4	11,601.41	0.27
5	12,611.14	0.29	5	11,601.41	0.27
6	10,890.00	0.25	Lot Area Table (Block 4)		
7	10,890.00	0.25	Lot #	Area	(ACRE)
8	11,243.48	0.26	1	12,908.51	0.30
9	12,405.87	0.28	2	12,071.41	0.28
10	13,304.33	0.31	3	14,438.05	0.33
11	18,786.50	0.43	4	11,556.12	0.27
12	14,100.29	0.32	5	11,710.84	0.27
13	14,136.33	0.32	6	11,710.84	0.27
14	15,874.14	0.36	7	11,576.56	0.27
15	17,178.29	0.39	Lot Area Table (Block 5)		
16	20,775.35	0.48	Lot #	Area	(ACRE)
17	14,910.72	0.34	1	10,890.00	0.25
18	18,396.62	0.42	2	10,890.00	0.25
19	12,778.05	0.29	3	10,890.00	0.25
Lot Area Table (Block 2)			4	10,890.00	0.25
Lot #	Area	(ACRE)	5	10,247.53	0.24
1	23,579.61	0.54	6	10,890.00	0.25
2	13,135.87	0.30	7	10,890.00	0.25
3	11,976.19	0.27	8	12,508.67	0.29
4	11,975.00	0.27	9	13,567.14	0.31
5	10,887.55	0.25	Reserve Area Table		
6	10,887.55	0.25	RESERVE	Area	(ACRE)
7	12,992.03	0.30	A	45,225.31	1.04
8	13,126.32	0.30	B	43,736.06	1.00
9	13,126.32	0.30	C	39,944.07	0.92
			D	18,999.67	0.44

East Allen Road

BRASS CAP FOUND

DEED OF DEDICATION AND RESTRICTED COVENANTS

CHEROKEE SPKS SUBDIVISION

TAHLEQUAH, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

THE HOUSING AUTHORITY OF THE CHEROKEE NATION OF OKLAHOMA, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN CHEROKEE COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-TWO (22) EAST OF THE INDIAN BASE AND MERIDIAN, CHEROKEE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE SE/4 SE/4, THENCE S88°00'38"W, ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 885.00 FEET; THENCE N01°54'10"W FOR A DISTANCE OF 138.00 FEET; THENCE S88°00'38"W FOR A DISTANCE OF 80.43 FEET; THENCE N01°53'00"W FOR A DISTANCE OF 102.00 FEET; THENCE S88°00'38"W FOR A DISTANCE OF 145.00 FEET; THENCE S01°53'00"E FOR A DISTANCE OF 30.00 FEET; THENCE S88°00'38"W FOR A DISTANCE OF 210.00 FEET TO A POINT ON THE WEST LINE OF THE SE/4 SE/4; THENCE N01°53'20"W, ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 865.33 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 82, THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 82 ON THE FOLLOWING COURSE: THENCE S71°18'19"E FOR A DISTANCE OF 131.48 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 2580.53 FEET FOR A DISTANCE OF 169.38 FEET, SAID CURVE HAVING A CHORD BEARING OF S72°07'037"E WITH A CHORD DISTANCE OF 169.35 FEET; THENCE S72°34'20"E FOR A DISTANCE OF 137.43 FEET; THENCE S68°16'59"E FOR A DISTANCE OF 200.56 FEET; THENCE S72°34'20"E FOR A DISTANCE OF 100.00 FEET; THENCE S76°7'002"E FOR A DISTANCE OF 159.48 FEET; THENCE S72°34'20"E FOR A DISTANCE OF 343.21 FEET; THENCE S60°03'20"E FOR A DISTANCE OF 144.44 FEET, SAID POINT BEING THE LAST POINT ON THE COURSE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 82; THENCE S01°53'41"E, PARALLEL WITH THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 45.70 FEET; THENCE N88°06'19"E FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF THE SE/4 SE/4; THENCE S01°53'41"E, ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 532.06 FEET TO THE POINT OF BEGINNING, CONTAINING 23.09 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FORTY-NINE LOTS, FIVE BLOCKS AND 4 RESERVES. IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "CHEROKEE SUBDIVISION ", A SUBDIVISION IN THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "THE OWNER/DEVELOPER").

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.
- THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF CHEROKEE SUBDIVISION, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. STORMWATER DETENTION AND COMMUNITY FACILITIES

- RESERVE AREAS 'A' AND 'B' FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF TAHLEQUAH, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS GENERAL UTILITY EASEMENTS, AND PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREA 'A' AND 'B' AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION. IN ADDITION, RESERVE AREA 'A' AND 'B' MAY ALSO INCLUDE USES OF COMMUNITY FACILITIES INCLUDING BUT NOT LIMITED TO BUILDINGS, RECREATIONAL FACILITIES, AND LANDSCAPING.
- STORM WATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF TAHLEQUAH AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF TAHLEQUAH ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVE AREA 'B' UNLESS APPROVED BY THE CITY OF TAHLEQUAH ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVE AREA 'A' AND 'B' UNLESS APPROVED BY THE CITY OF TAHLEQUAH ENGINEERING DEPARTMENT.
- RESERVE AREAS 'A' AND 'B' AND THE FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE OWNER THEREOF AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE FUNCTION OF ANY UTILITIES AND STORMWATER DRAINAGE, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.
- IN THE EVENT THE OWNER OF RESERVE AREAS 'A' AND 'B' SHOULD FAIL TO PROPERLY MAINTAIN RESERVE AREA 'B' OR FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF TAHLEQUAH, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.
- IN THE EVENT THE OWNER OF RESERVE AREAS 'A' AND 'B' FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TAHLEQUAH, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF TAHLEQUAH, OKLAHOMA; OR THE CITY OF TAHLEQUAH MAY ADD SUCH BILLING PRORATED UPON THE OWNERS' WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF TAHLEQUAH.

G. OPEN SPACE/PARK AREAS

- RESERVE AREAS 'C' & 'D' DESIGNATED AS OPEN SPACE/PARK AREAS FOR THE USE AND ENJOYMENT OF THE RESIDENTS OF CHEROKEE SUBDIVISION. SAID AREAS SHALL BE DEEDED TO AND MAINTAINED BY THE HOUSING AUTHORITY OF THE CHEROKEE NATION.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO BERTHA PARKER BYPASS, EAST ALLEN ROAD AND NORTH CEDAR AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE TAHLEQUAH PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF TAHLEQUAH, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF TAHLEQUAH, OKLAHOMA.

I. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS BY AND IN ACCORDANCE WITH THE CITY OF TAHLEQUAH SUBDIVISION AND DEVELOPMENT REGULATIONS AND ORDINANCES OF THE CITY OF TAHLEQUAH, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF TAHLEQUAH OKLAHOMA. THE OWNER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG THE EAST ALLEN ROAD AND NORTH CEDAR AVENUE FRONTAGES. DURING THE TIME OF CONSTRUCTION OF ANY RESIDENCE, AND PRIOR TO COMPLETION OF A RESIDENCE, EACH OWNER SHALL HAVE PROFESSIONALLY CONSTRUCTED A CONCRETE SIDEWALK WHICH IS 60 INCHES IN WIDTH WITH A MINIMUM DEPTH OF FOUR INCHES.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF TAHLEQUAH PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF TAHLEQUAH, CHEROKEE COUNTY, OKLAHOMA.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF:

HOUSING AUTHORITY OF THE CHEROKEE NATION OF OKLAHOMA HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2024.

BY: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024.

BY _____ AS _____ OF THE HOUSING AUTHORITY OF THE CHEROKEE NATION OF OKLAHOMA.

NOTARY PUBLIC

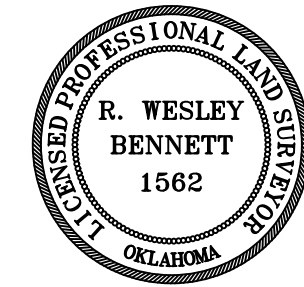
MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

[SEAL]

SURVEYOR'S CERTIFICATE

I, R. WESLEY BENNETT, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT HEREON CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 2024, AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. I FURTHER CERTIFY THAT THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.



R. WESLEY BENNETT, PLS

OK PLS 1562

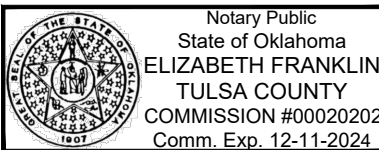
STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024

MY COMMISSION NUMBER: 00020202



CITY PLANNING COMMISSION APPROVAL

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION, TAHLEQUAH, OKLAHOMA, DO HERBY CERTIFY THAT THE SAID COMMISSION DULY APPROVED THE PLAT HERON OF THE CHEROKEE SUBDIVISION, TO THE CITY OF TAHLEQUAH, OKLAHOMA, ON THIS ____ DAY OF _____, 2024.

CHAIRMAN

ATTEST:

SECRETARY

ACCEPTANCE OF DEDICATIONS BY CITY COUNCIL

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TAHLEQUAH, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE PLAT HERON OF THE CHEROKEE SUBDIVISION, TO THE CITY OF TAHLEQUAH, OKLAHOMA, ARE HEREBY ACCEPTED.

ADOPTED BY THE MAYOR AND CITY COUNCIL, TAHLEQUAH, OKLAHOMA, THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

COUNTY TREASURE'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM DULY ELECTED, QUALIFIED AND ACTING COUNTY TREASURE OF CHEROKEE COUNTY, OKLAHOMA, AND THAT THE TAXES ARE PAID FOR THE YEAR _____ AND PRIOR YEARS ON THE LAND SHOWN AND DESCRIBED ON THE PLAT HEREOF OF THE CHEROKEE SUBDIVISION, TO THE CITY OF TAHLEQUAH, OKLAHOMA.

COUNTY TREASURER