



Amended AGENDA

TAHLEQUAH CITY COUNCIL - REGULAR MEETING

Date/Time of Meeting Monday, January 6, 2025 at 5:30 PM

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

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

Join "Zoom" Meeting

Meeting ID: 885 0134 7465

Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) Invocation by Pastor Shana Dry, First United Methodist Church
- d) Flag Salute
- e) **Public Notice:** A Public Notice of meeting was provided on November 5, 2024, at 9:57 a.m. to the OK Secretary of State and an additional notice was provided on December 19, 2024, at 9:10 a.m. at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. PUBLIC INSTRUCTIONS

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

3. PUBLIC COMMENTS

Comments will be accepted from the public and individuals will be limited to 3 minutes of speaking time. The total of all comments should not exceed 15 minutes. Preference will be given to Tahlequah residents. In compliance with the Oklahoma Open Meeting Act, no action or discussion is permitted by the City Council on any issue or topic raised by a speaker during this public comment period.

4. ANNOUNCEMENTS AND PRESENTATIONS

- a) Recognition for Years of Service Employees: Brian Swim, 20 years, Tahlequah Police Dept.

- b) Recognition of the Oklahoma Municipal League 25 Years of Service Honor Roll of Service.
M'Lynn Pape and Mike Fina, OML Executive Director.
- c) Presentation by Kristy Woodard, Cherokee Nation Office of Veteran Affairs.

5. 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 December 2 and December 18, 2024, City Council meetings.
- b) Acknowledge receipt of the November 2024 Financial Statement.
- c) Acknowledge receipt of the November 2024 Investment Schedule.
- d) Acknowledge receipt of the December 2024 Check Register.
- e) Acknowledge receipt of the December 2024 Purchasing Card Statement.
- f) Acknowledge receipt of the December 2024 Open PO Report.
- g) Accept the 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.
- h) Accept the donation from Kelly Collins 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.
- i) Accept the donation from Kelly Collins in the amount of \$1,000 and amend the budget accordingly, placing the funds in the restricted donation account to be used for the Police Department.
- j) Approve the amended agreement between the City of Tahlequah and Cherokee County 911. This amendment changes the end date from December 31st, to June 30th.
- k) Approve the Municipal Court's use of the "Fresh Start Program" for the 5th year, beginning February 1, 2025 and ending April 30, 2025.
- l) Promote Jacob Bigam, Volunteer Firefighter in the Fire Department to Full Time Dispatcher in the Police Department at \$16.00 per hour, effective January 7, 2025.
- m) Accept the resignation of Adam Gaudreau, Collector in the Solid Waste Department, effective December 19, 2024.
- n) Accept the resignation (retirement) of Robert Sturm, Foreman in the Street Department, effective December 6, 2024.
- o) Accept the resignation from Bradley Hix, Labor/Operator in the Street Department, effective January 1, 2025.

6. REGULAR SESSION

- a) Discussion and possible action on items removed from the consent agenda.

- b) Discussion and possible action to affirm the appointment of Stephen Highers to the Municipal Utility Board/Tahlequah Public Works Authority.
- c) Discussion and possible action to reappoint Sherry Baker to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.
- d) Discussion and possible action to reappoint Mark Gish to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.
- e) Discussion and possible action to reappoint Scott Wright to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.
- f) Discussion and Possible Action to approve, approve with modifications, or deny authorizing the Mayor to enter into Professional Services Agreement between the City of Tahlequah and Freese & Nichols, Inc. for the purpose of including additional tasks to the current City-wide Drainage Master Plan Study being conducted. Additional Tasks include Pecan Creek Drainage Analysis, Downtown Drainage Analysis, and Drainage Criteria Update. **Planning & Development Director Paige Harjo**
- g) Discussion and Possible Action to approve, approve with modifications, or deny authorizing the Mayor to enter into a Memorandum of Agreement between the City of Tahlequah and the Cherokee Nation for the purpose of submitting a road/bridge improvement request in accordance with the guidelines established by the NATION; and, upon written notification of approval by the NATION, the CITY agrees to construct road and/or bridge projects with CITY forces and agrees to be reimbursed by the NATION for the cost of the materials upon satisfactory completion of the work from the funds allocated by the NATION for said projects. **Planning & Development Director Paige Harjo**
- h) Discussion and possible action to approve, approve with modifications, or deny authorizing the Mayor to enter into a Memorandum of Agreement between the City of Tahlequah and the Oklahoma Department of Transportation for the purpose of pedestrian/bike improvements along South Muskogee Street from Chickasaw Street to Goingsnake Street. **Planning & Development Director Paige Harjo**
- i) Discussion and possible action to approve, approve with modifications, or deny accepting the bid amount of \$3,295.00 per mowing from Kirk Lawn Care for the mowing of the specified City properties. **Parks & Recreation Superintendent Brian Speake**
- j) Discussion and possible action to approve, approve with modifications, or deny Resolution No. 01-06-2025. A Resolution to support the appointment of Taylor Tannehill to the District #2 Seat of the Board of Directors of the Oklahoma Municipal League. **City Administrator Taylor Tannehill**
- k) Discussion and possible action to approve, approve with modifications or deny authorizing the Mayor to sign a Quit Claim Deed, deeding a property located at 612 and 630 Guinn Avenue to William Berry. More particularly described as

follows: The Easterly 80 feet of Lots 3 & 4 in Block 2 Guinn Addition, City of Tahlequah, Cherokee County, State of Oklahoma. **Special Projects Director Ray Hammons**

7. EXECUTIVE SESSION

- a) Pursuant to §25-307(B)(4), confidential communications pertaining to Case # CIV-24-303-GLJ, Deboraugh Rodgers v. City of Tahlequah.
- b) Pursuant to §25-307(B)(4), confidential communications pertaining to case # CJ-24-225, Cherokee County.

8. EXIT EXECUTIVE SESSION

- a) Discussion and possible action pertaining to Case # CIV-24-303-GLJ, Deboraugh Rodgers v. City of Tahlequah. **City Attorney JT Hammons**
- b) Discussion and possible action pertaining to case # CJ-24-225, Cherokee County. **City Attorney JT Hammons**
- c) Adjourn.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5a
Meeting Date	1/6/2025
Initiator	Whitney Shaw, City Clerk
Office / Department	Administration

Item Title

Approve the minutes from the December 2 and December 18, 2024, City Council meetings.

Background

Monthly consent agenda item

Exhibits

1. 12.02.2024 Minutes-Unapproved
2. 02.18.2024 Special City Council

Funding Source

Request

MINUTES
TAHLEQUAH CITY COUNCIL
REGULAR MEETING – December 2, 2024 - 5:30 PM
111 Cherokee Ave. Tahlequah, OK 74464

1. MEETING CONVENED

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

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

- c. **Invocation:** Darrell Christopher, First Christian Church
- d. **Flag salute:** Led by Mayor Suzanne Myers
- e. **Public Notice:** November 22, 2024 at 11:15 a.m.

2. PUBLIC INSTRUCTIONS

Access Code: 810 6102 8235 **Password:** 4560651

3. PUBLIC COMMENTS

Nathan Reed with the Chamber thanked all Emergency Mgmt. Services for help with the Christmas Parade.

4. ANNOUNCEMENTS AND PRESENTATIONS

- a) Recognition for Years of Service Employees:
 Randy Tanner, Tahlequah Police Department, 25 years
 Anthony Margarit & Joe Enlow Jr., 15 yrs.-Tahlequah Fire Dept.
 Travis Miller, 25 yrs. -Tahlequah Fire Dept.
 Gary Cacy, 20 yrs.-Tahlequah Fire Dept.

5. CONSENT AGENDA

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

- a) **Moved to Regular Session by Councilor Highers.**
- b) Acknowledge receipt of the October 2024 Financial Statement.
- c) Acknowledge receipt of the October 2024 Investment Schedule.
- d) Acknowledge receipt of the November 2024 Check Register.

- e) Acknowledge receipt of the November 2024 Purchasing Card Statement.
- f) Acknowledge receipt of the November 2024 Open PO Report.
- g) Acknowledge receipt of the June 2024 Financial Statement.
- h) Acknowledge receipt of the Tahlequah Hospital Authority report for November 2024.
- i) Acknowledge receipt of the Tahlequah Area Chamber of Commerce monthly report for November 2024.
- j) Acknowledge receipt of the TACC Tourism report for November 2024.
- k) Acknowledge receipt of the Tahlequah Regional Development Authority monthly report for November 2024.
- l) Acknowledge receipt of the Eastern Oklahoma Library System Board report for November 2024.
- m) Accept two separate donations from CK Restoration, LLC, both in the amount of \$500.00 and amend the budget accordingly.
- n) Accept the donation from Shafa Enterprises Inc. (X-press Stop) both in the amount of \$1000.00 and amend the budget accordingly.
- o) Acknowledge receipt of the FY 24 TPWA Audit.
- p) Acknowledge receipt of the FY 24 TACC (for Tourism) audit.
- q) Acknowledge receipt of the FY 24 TEFA Audit.
- r) Acknowledge receipt of the FY 24 TPFA Audit.
- s) Approve an agreement between the Cherokee County Sales Tax Advisory Board/Cherokee County and the City of Tahlequah for dispatch services of county fire departments.
- t) Approve the 2025 Meeting Schedules for the following Boards, Committees, Trusts, etc. to be submitted to the Oklahoma Secretary of State: Board of Adjustment, Planning Commission.

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

6. REGULAR SESSION

- 6a)** **consent item (a):** Councilor Highers made a motion and Councilor Baker seconded to approve the minutes from November 14, 2024 and November 4, 2024 with modifications to remove the second item in consent agenda "s" and to remove the "vote line" in item "h" in the November 4, 2024 minutes.

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

- 6b)** Councilor Allen made a motion and Councilor Perry seconded to approve authorizing the Mayor to enter into a Memorandum of Understanding between the City of Tahlequah and Cherokee County 911 for the purpose of purchasing a Computer Aided Dispatch (CAD) system and requiring reimbursement using the "Transfer to Grants Account" in the General Fund and the "Reserve for Property & Right-of-Way Purchase" in the Capital Improvements Fund, amending the budget accordingly.

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

- 6c)** Councilor Highers made a motion and Councilor Perry seconded to accept the 2025 Safe Oklahoma Grant from the Oklahoma Attorney General's Office, amount of \$10,900 and amend the budget accordingly.

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

6d) Councilor Highers made a motion and Councilor Allen seconded to approve a Scope of Services and Cost Estimate of right-of-way acquisition in the amount of \$188,200.00 and enter into an agreement with Pinnacle Consulting Management Group, Inc. for right-of-way acquisitions on the Allen Road Street Improvement Project.

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

6e) Councilor Perry made a motion and Councilor Allen seconded to approve Ordinance No. 1382-2024. An ordinance amending the Tahlequah City Code, Part 14, Streets and Public Works; Chapter 14-4, Cemetery, General Provisions; by repealing Section 14-403, Cemetery Board; Providing for Codification, Severability, and Declaring an Emergency.

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

Councilor Allen made a motion and Councilor Perry seconded to approve Ordinance No. 1382-2024, as an Emergency Ordinance.

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

6f) Councilor Perry made a motion and Councilor Allen seconded to approve Ordinance No. 1383-2024. An ordinance 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, Financial Disclosure; Providing for Codification; Severability, Repealer and declaring an emergency.

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

Councilor Allen made a motion and Councilor Perry seconded to approve Ordinance No. 1383-2024, as an Emergency Ordinance.

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

6g) Councilor Allen made a motion and Councilor Perry seconded to accept the lowest responsible bid and award contract for Project 2024-6004, Woodard Avenue Bridge.

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

6h) **No Action Taken.** Discussion only on the appointment and/or organization of the implementation body for the Homelessness Strategic Plan.

7) EXECUTIVE SESSION

Councilor Baker made a motion and Councilor Perry seconded to Exit Regular Session and enter Executive Session at 6:04 pm.

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

8) RETURN FROM EXECUTIVE SESSION at 7:34 p.m.

a) Approve MOU with Tahlequah Fire Department as discussed in Executive Session.

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

- b) **No action required** pertaining to confidential communications between a public body and its attorney concerning a pending investigation, claim or action.
- c) **No action required** on matters pertaining to Economic Development concerning Project Leaf.
- d) **No action required** related to Case No. CV-2024-00370, Watts vs. City of Tahlequah.
- e) **No action required** on the expenditure/obligation of the American Rescue Fund.
- f) Meeting adjourned at 8:03 p.m.

MINUTES
TAHLEQUAH CITY COUNCIL
SPECIAL MEETING – December 18, 2024 – 4:00 PM
111 Cherokee Ave. Tahlequah, OK 74464
ZOOM ID: 837 7748 3369 PASSWORD: 4560651

UNAPPROVED

A Public Notice of Meeting was provided on December 16, 2024, at 3:30 p.m. at 111 S. Cherokee Ave., Tahlequah, OK 74464 as well as the City of Tahlequah website.

-
1. Meeting called to order by Mayor Suzanne Myers at 4:07 p.m.
 2. Deputy City Clerk, Amber Payton, called the roll as follows:

Present: Councilor Ward I Danny Perry
 Councilor Ward II Keith Baker
 Councilor Ward IV Josh Allen

Not Present: Councilor Ward III Stephen Highers

Others present: Mayor Suzanne Myers, City Attorney JT Hammons, City
Administrator Taylor Tannehill, Deputy City Clerk Amber
Payton, and IT Support Kendall Collins

3. Councilor Allen made a motion and Councilor Perry seconded to obligate the remainder of the American Rescue Fund in the amount of \$98,289.16.

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

4. **NO ACTION TAKEN**

5. **NO ACTION TAKEN**

6. **NO ACTION TAKEN**

7. Councilor Allen made a motion and Councilor Perry seconded to reappoint Anna Knight to the Tahlequah Regional Development Authority for a term expiring February 2026.

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

8. Councilor Allen made a motion and Councilor Perry seconded to reappoint Josh Hutchins to the Tahlequah Regional Development Authority for a term expiring February 2026.

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

9. Councilor Allen made a motion and Councilor Perry seconded to reappoint Tony Pivec to the Tahlequah Regional Development Authority for a term expiring February 2026.

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

10. Meeting adjourned at 4:17 p.m.



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 5b
Meeting Date 1/6/2025
Initiator Rebecca White, Finance Support
Office / Department Administration

Item Title

Acknowledge receipt of the November 2024 Financial Statement.

Background

Exhibits

1. AGENDA DIGI NOTICE-Financials

Funding Source

Request

DUE TO SIZE, CONSENT
ITEM “5b” 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.	5c
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Administration

Item Title

Acknowledge receipt of the November 2024 Investment Schedule.

Background

Monthly Consent Agenda item.

Exhibits

1. 01.06.2025 Investments

Funding Source

Request

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

BANK	AMOUNT	PERCENTAGE	
<i>Bank Accounts</i>			
Reserve Operating Armstrong	\$2,987,016.19	4.25%	
Streets & Sidewalks Armstrong	\$5,392,877.29	4.25%	
General Fund Sweep Bank First	\$5,000,758.80	4.27%	
Anthis-Brennan Local Bank	\$5,733,807.29	4.69%	
BANK	MATURITY VALUE	PERCENTAGE	MATURITY DATE
<i>Edward Jones</i>			
CASH			
Bank Amer Na Charlotte NC	\$124,000.00	4.80%	3/16/2026
Bmo Harris Bk Natl Assn	\$244,000.00	4.45%	5/24/2028
BMW Bk North Amer Salt Lake	\$245,000.00	3.45%	9/9/2025
Cibc Bk USA Chicago IL	\$244,000.00	4.25%	2/24/2026
Citizens Bk & Tr Co of Ardmore	\$244,000.00	4.60%	9/21//2029
Discover Bk Greenwood Del	\$244,000.00	4.80%	8/24/2026
First Fed Svgs & Ln Assn Cent	\$245,000.00	3.95%	11/05/2027
Great Southn Bk Reeds Spring	\$249,000.00	4.65%	2/28/2025
Merchants Coml Bk St Thomas VI	\$128,000.00	4.60%	5/22/2028
Mizrahi Tefahot Bk Ltd Los	\$200,000.00	4.50%	3/7/2030
Morgan Stanley Bk N A Salt	\$245,000.00	3.60%	9/15/2026
Pacific Premier Bk Irvine	\$124,000.00	5.00%	9/15/2025
Reliabank Dakota Estelline SD	\$200,000.00	5.20%	1/10/2025
State Bk India Chicago Ill	\$245,000.00	3.65%	9/20/2027
Synchrony Bk Retail Ctf Dep	\$243,000.00	5.25%	9/22/2025
Toyota FINL Svgs Bk Hend NV	\$150,000.00	4.60%	5/24/2029
Univest Natl Bk Tr Souderton	\$249,000.00	4.50%	5/17/2027
Wells Fargo Bk N A Sioux Falls	\$238,000.00	5.05%	11/15/2027
TOTAL	\$3,861,000.00		



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5d
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the December 2024 Check Register.

Background

Regular monthly agenda item.

Exhibits

1. Dec. Check Register

Funding Source

Request

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/05/2024	60075	215	A T & T	110202000	130.41
12/24	12/05/2024	60076	389	Accurate Environmental LLC	110202000	275.00
12/24	12/05/2024	60077	500	Adrian Farm Supply LLC	110202000	45.89
12/24	12/05/2024	60078	157960	ALL Designs LLC	110202000	9,000.00
12/24	12/05/2024	60079	158635	Building & Earth Sciences Inc	110202000	17,106.75
12/24	12/05/2024	60080	2415	Bull Tuff Mud Company Ready Mix	110202000	18,330.00
12/24	12/05/2024	60081	3020	Cherokee County Clerk	110202000	54.00
12/24	12/05/2024	60082	158641	Cherokee Steel Fabricators LLC	110202000	16,493.40
12/24	12/05/2024	60083	3380	Cintas Corp #2	110202000	918.32
12/24	12/05/2024	60084	157988	Consolidated Communications	110202000	962.85
12/24	12/05/2024	60085	5090	Dub Ross Co	110202000	2,076.54
12/24	12/05/2024	60086	6080	Fuelman of Oklahoma	110202000	6,961.36
12/24	12/05/2024	60087	6840	Guy Engineering Services, Inc.	110202000	7,231.58
12/24	12/05/2024	60088	158459	Hammons, Hamby, and Price PLLC	110202000	4,291.67
12/24	12/05/2024	60089	158567	HELLAS CONSTRUCTION, INC.	110202000	468,528.22
12/24	12/05/2024	60090	8260	Jaylene Studie	110202000	80.00
12/24	12/05/2024	60091	9250	Kirby-Smith Machinery, Inc	110202000	2,876.49
12/24	12/05/2024	60092	157846	Lake Region Electric-Telecom	110202000	286.82
12/24	12/05/2024	60093	9437	Larry's Tires	110202000	80.00
12/24	12/05/2024	60094	9770	Love Bottling Company	110202000	824.40
12/24	12/05/2024	60095	158383	Macquarie Equipment Capital Inc.	110202000	374.00
12/24	12/05/2024	60096	158631	Matt Cloud	110202000	1,250.00
12/24	12/05/2024	60097	10580	Mike Palmer	110202000	1,695.20
12/24	12/05/2024	60098	158614	Network Enhancement Systems, Inc	110202000	465.07
12/24	12/05/2024	60099	157829	NOPFA Gas/Utilities	110202000	1,194.00
12/24	12/05/2024	60100	12000	Ok Production Ctr, Inc	110202000	4,678.66
12/24	12/05/2024	60101	12380	Osman Equipment	110202000	763.04
12/24	12/05/2024	60102	12390	OTA	110202000	54.30
12/24	12/05/2024	60103	158160	Rachel Dallis	110202000	4,985.00
12/24	12/05/2024	60104	158530	Rhonda Norris RVT	110202000	350.00
12/24	12/05/2024	60105	13880	Richard Smith	110202000	2,800.00
12/24	12/05/2024	60106	158574	Rush Truck Center, Tulsa	110202000	3,226.45
12/24	12/05/2024	60107	15210	Springwater Fence LLC	110202000	6,470.00
12/24	12/05/2024	60108	158639	Sunny Golloway	110202000	1,250.00
12/24	12/05/2024	60109	15870	Tahlequah Main Street Assoc.	110202000	3,000.00
12/24	12/05/2024	60110	158630	Terracon Consultants, Inc	110202000	2,800.00
12/24	12/05/2024	60111	158467	TYR Tactical LLC	110202000	61,708.92
12/24	12/05/2024	60112	16985	UniFirst Holdings Inc	110202000	442.35
12/24	12/05/2024	60113	17284	VIP Technology Solutions Group, LLC	110202000	16,056.00
12/24	12/05/2024	60114	17510	Waste Management	110202000	19,282.19
12/24	12/12/2024	60124	158606	A+ Pest Guard LLC	110202000	130.00
12/24	12/12/2024	60125	158045	Ascentis Corporation (Prior- Novatime)	110202000	759.52
12/24	12/12/2024	60126	225	AT&T (Landline Bills)	110202000	370.44
12/24	12/12/2024	60127	157971	AT&T Mobility II LLC	110202000	1,821.04
12/24	12/12/2024	60128	2795	Chamber of Commerce	110202000	625.00
12/24	12/12/2024	60129	3050	Cherokee County Detention	110202000	1,713.25
12/24	12/12/2024	60130	158641	Cherokee Steel Fabricators LLC	110202000	2,483.72
12/24	12/12/2024	60131	158587	Cheryl Ann Leeds	110202000	62.40
12/24	12/12/2024	60132	158083	City of Tahlequah-Street & Sidewalk Fund	110202000	210,196.59
12/24	12/12/2024	60133	3465	CivicPlus, Inc.	110202000	9,056.25
12/24	12/12/2024	60134	3520	CLEET	110202000	7,264.93
12/24	12/12/2024	60135	158573	Crowe & Dunlevy	110202000	10,370.26
12/24	12/12/2024	60136	6080	Fuelman of Oklahoma	110202000	3,562.36

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/12/2024	60137	158595	Local Government Testing Consortium, LLC	110202000	65.00
12/24	12/12/2024	60138	10210	Maxwell Supply	110202000	709.95
12/24	12/12/2024	60139	10830	Muskogee Communications, Inc	110202000	7,374.00
12/24	12/12/2024	60140	10990	NAFECO	110202000	4,691.79
12/24	12/12/2024	60141	11300	Northeast OK Public Facilities	110202000	374.25
12/24	12/12/2024	60142	157860	OAOA	110202000	500.00
12/24	12/12/2024	60143	12275	Ok Uniform Building Code Com	110202000	76.00
12/24	12/12/2024	60144	158324	On Call Services and Rentals, LLC	110202000	504.00
12/24	12/12/2024	60145	157851	One Source Water, LLC	110202000	235.67
12/24	12/12/2024	60146	13085	Pro Lawn & Landscape	110202000	1,598.00
12/24	12/12/2024	60147	158604	Rebecca Reaume	110202000	174.85
12/24	12/12/2024	60148	14230	Sadler Paper Supply	110202000	959.18
12/24	12/12/2024	60149	15210	Springwater Fence LLC	110202000	13,525.00
12/24	12/12/2024	60150	15908	Tahlequah Public Facilities Auth	110202000	315,294.89
12/24	12/12/2024	60151	16945	Uline, Inc.	110202000	5,540.67
12/24	12/12/2024	60152	17750	Wight Office Machines	110202000	188.51
12/24	12/19/2024	60153	158606	A+ Pest Guard LLC	110202000	100.00
12/24	12/19/2024	60154	240	AT&T Mobility II LLC (POLICE)	110202000	1,107.08
12/24	12/19/2024	60155	2020	Bill John Baker II	110202000	6,460.00
12/24	12/19/2024	60156	2010	Bill's Body Shop	110202000	4,818.25
12/24	12/19/2024	60157	158635	Building & Earth Sciences Inc	110202000	11,001.50
12/24	12/19/2024	60158	158043	Cherokee County 911	110202000	1,333.33
12/24	12/19/2024	60159	3050	Cherokee County Detention	110202000	3,107.50
12/24	12/19/2024	60160	158587	Cheryl Ann Leeds	110202000	110.40
12/24	12/19/2024	60161	3380	Cintas Corp #2	110202000	1,625.54
12/24	12/19/2024	60162	5090	Dub Ross Co	110202000	15,937.20
12/24	12/19/2024	60163	158178	Enterprise Fleet Management, Inc.	110202000	26,867.68
12/24	12/19/2024	60164	6080	Fuelman of Oklahoma	110202000	2,611.75
12/24	12/19/2024	60165	6740	Greg's Port-A-Potties	110202000	75.00
12/24	12/19/2024	60166	9050	Kelly Engineering & Assoc, Inc	110202000	5,780.00
12/24	12/19/2024	60167	9080	Kemp Stone Co, Inc	110202000	3,499.64
12/24	12/19/2024	60168	9400	Lake Region Electric	110202000	2,266.28
12/24	12/19/2024	60169	157846	Lake Region Electric-Telecom	110202000	137.88
12/24	12/19/2024	60170	10580	Mike Palmer	110202000	1,695.20
12/24	12/19/2024	60171	158530	Rhonda Norris RVT	110202000	350.00
12/24	12/19/2024	60172	14230	Sadler Paper Supply	110202000	430.25
12/24	12/19/2024	60173	15085	Southern Tire Mart, LLC	110202000	2,400.00
12/24	12/19/2024	60174	158649	Stephanie Delano	110202000	200.00
12/24	12/19/2024	60175	16039	T & K Construction	110202000	6,562.50
12/24	12/19/2024	60176	158311	Tahlequah Collision Inc	110202000	36,835.46
12/24	12/19/2024	60177	158179	THA Hospitality, LLC	110202000	12,144.30
12/24	12/19/2024	60178	157919	Third Generation Electrical, Inc.	110202000	2,000.00
12/24	12/19/2024	60179	158472	Tim M Synar	110202000	3,063.08
12/24	12/19/2024	60180	16985	UniFirst Holdings Inc	110202000	236.30
12/24	12/19/2024	60181	158022	VIP Voice Services LLC	110202000	2,972.00
12/24	12/19/2024	60182	17510	Waste Management	110202000	25,832.78
12/24	12/19/2024	60183	17803	William Marvin Johnson LLC	110202000	300.00
12/24	12/12/2024	20241125	1650	BancFirst	110202000	38,378.71
12/24	12/20/2024	20241130	158647	Kimley-Horn and Associates Inc	110202000	5,000.00 M
12/24	12/03/2024	20241203	158577	WEX Bank	110202000	2,275.42 M
12/24	12/16/2024	20241213	158577	WEX Bank	110202000	5,060.80 M
Grand Totals:						1,522,202.23

Summary by General Ledger Account Number

M = Manual Check, V = Void Check



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5e
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Administration

Item Title

Acknowledge receipt of the December 2024 Purchasing Card Statement.

Background

Regular monthly Consent Agenda item.

Exhibits

1. Pcard digi notice

Funding Source

Request

DUE TO SIZE, CONSENT
ITEM “5e” IS AVAILABLE IN
DIGITAL FORMAT ON THE
CITY WEBSITE UNDER

“Government”

“Departments”

“Finance”

“2024”

“Monthly Purchasing Card
Statements”



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5f
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Acknowledge receipt of the December 2024 Open PO Report.

Background

Regular monthly agenda item.

Exhibits

1. Dec. Open PO Report

Funding Source

Request

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

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	1,800.00	.00	1,800.00	No
86074	Aviation Insurance Managers Inc	1480	500388	07/01/2024	2,844.00	.00	.00	2,844.00	No
Total AIRPORT:					6,444.00	1,800.00	.00	4,644.00	
CEMETERY									
86051	Greg's Port-A-Potties	6740	500365	07/01/2024	900.00	450.00	.00	450.00	No
86058	Richard Smith	13880	500372	07/01/2024	35,000.00	15,050.00	.00	19,950.00	No
86284	BancFirst	1650	500597	07/31/2024	5,000.00	.00	.00	5,000.00	No
86374	GKC Construction Services LLC	6460	500683	08/27/2024	225.00	.00	.00	225.00	No
86468	Cintas Corp #2	3380	500772	09/26/2024	464.88	394.26	.00	70.62	No
Total CEMETERY:					41,589.88	15,894.26	.00	25,695.62	
CITY CLERK									
86554	BancFirst	1650	500855	10/28/2024	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	99.00	.00	99.00	No
86128	B&B Services	157967	500442	07/02/2024	100.00	.00	.00	100.00	No
86556	BancFirst	1650	500857	10/28/2024	10,000.00	.00	.00	10,000.00	No
86592	Junk Removal MD	158610	500890	11/06/2024	300.00	.00	.00	300.00	No
Total Compliance:					10,598.00	99.00	.00	10,499.00	
EMERGENCY MANAGEMENT									
86088	BancFirst	1650	500402	07/01/2024	2,500.00	.00	.00	2,500.00	No
86571	Advance Auto Parts	510	500870	11/05/2024	171.50	.00	.00	171.50	No
Total EMERGENCY MANAGEMENT:					2,671.50	.00	.00	2,671.50	
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
86109	Structural Technology, Inc	15445	500423	07/02/2024	700.00	.00	.00	700.00	No
86156	Galls, Inc	6160	500470	07/08/2024	472.14	354.37	.00	117.77	No
86196	Galls, Inc	6160	500511	07/15/2024	450.00	320.91	.00	129.09	No
86215	Galls, Inc	6160	500529	07/16/2024	415.92	395.64	.00	20.28	No
86216	Galls, Inc	6160	500530	07/16/2024	492.04	429.16	.00	62.88	No
86218	Galls, Inc	6160	500532	07/16/2024	513.08	446.75	.00	66.33	No
86236	Galls, Inc	6160	500550	07/19/2024	407.00	338.04	.00	68.96	No
86361	NAFECO	10990	500670	08/22/2024	23,582.50	1,090.79	.00	22,491.71	No
86439	NAFECO	10990	500744	09/16/2024	5,012.00	.00	.00	5,012.00	No
86637	BancFirst	1650	500932	11/26/2024	10,000.00	.00	.00	10,000.00	No
86669	Pro Lawn & Landscape	13085	500962	12/12/2024	1,600.00	.00	.00	1,600.00	No
86688	AT&T Mobility II LLC (FIRE)	246		12/30/2024	638.91	.00	.00	638.91	No
Total FIRE:					51,994.67	3,375.66	.00	48,619.01	
HOTEL MOTEL FUND									
86246	Chamber of Commerce	2794	500559	07/23/2024	79,916.00	33,298.35	.00	46,617.65	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,000.00	1,666.67	.00	2,333.33	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86246	Chamber of Commerce	2794	500559	07/23/2024	7,000.00	2,916.66	.00	4,083.34	No
86246	Chamber of Commerce	2794	500559	07/23/2024	1,500.00	625.00	.00	875.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	108,774.00	45,322.50	.00	63,451.50	No
86246	Chamber of Commerce	2794	500559	07/23/2024	12,010.00	5,004.16	.00	7,005.84	No
86246	Chamber of Commerce	2794	500559	07/23/2024	4,800.00	2,000.00	.00	2,800.00	No
86246	Chamber of Commerce	2794	500559	07/23/2024	24,000.00	10,000.01	.00	13,999.99	No
Total HOTEL MOTEL FUND:					242,000.00	100,833.35	.00	141,166.65	
IT									
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
86426	BancFirst	1650	500732	09/11/2024	5,000.00	.00	.00	5,000.00	No
86642	SHI Corp	14780	500937	11/27/2024	2,286.90	.00	.00	2,286.90	No
Total IT:					8,249.40	.00	.00	8,249.40	
LAW ENFORCEMENT									
86035	Galls, Inc	6160	500349	07/01/2024	880.00	.00	.00	880.00	No
86114	Cintas Corp #2	3380	500428	07/02/2024	1,032.00	430.00	.00	602.00	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
86249	Indian Capital Technology Center	7780	500562	07/23/2024	75.00	45.00	.00	30.00	No
86370	Bill's Body Shop	2010	500679	08/26/2024	9,645.15	.00	.00	9,645.15	No
86422	Bill's Body Shop	2010	500725	09/11/2024	2,525.40	.00	.00	2,525.40	No
86437	Ultimate Training Munitions, Inc	158624	500742	09/16/2024	5,774.69	.00	.00	5,774.69	No
86547	Northeastern State University	11320	500848	10/28/2024	1,200.00	.00	.00	1,200.00	No
86638	BancFirst	1650	500933	11/26/2024	10,000.00	.00	.00	10,000.00	No
86654	Cherokee County Detention	3050	500948	12/11/2024	2,000.00	.00	.00	2,000.00	No
Total LAW ENFORCEMENT:					43,387.24	475.00	.00	42,912.24	
MAINTENANCE									
86558	BancFirst	1650	500859	10/28/2024	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
86044	Ascentis Corporation (Prior- Novat	158045	500358	07/01/2024	9,696.00	5,329.08	.00	4,366.92	No
86045	BenefitScape	158195	500359	07/01/2024	2,245.00	1,122.50	.00	1,122.50	No
86048	Consolidated Communications	157988	500362	07/01/2024	14,015.40	6,899.71	.00	7,115.69	No
86055	Pitney Bowes	12910	500369	07/01/2024	685.20	342.60	.00	342.60	No
86062	Hammons, Hamby, and Price PLL	158459	500376	07/01/2024	51,500.04	21,458.35	.00	30,041.69	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
86099	Ok Municipal Assurance Group	11920	500413	07/01/2024	93,226.00	71,836.50	.00	21,389.50	No
86100	Tahlequah Main Street Assoc.	15870	500414	07/01/2024	95,000.00	47,500.00	.00	47,500.00	No
86101	Chamber of Commerce	2795	500415	07/01/2024	7,500.00	3,750.00	.00	3,750.00	No
86200	Cook Construction	3880	500515	07/15/2024	10,891.45	.00	.00	10,891.45	No
86227	Freese and Nichols, Inc.	158489	500541	07/17/2024	439,964.21	152,086.03	.00	287,878.18	No
86229	Guy Engineering Services, Inc.	6840	500543	07/17/2024	19,440.45	12,865.56	.00	6,574.89	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	644.90	.00	852.10	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86263	Local Government Testing Consor	158595	500573	07/29/2024	4,000.00	715.00	.00	3,285.00	No
86264	Local Government Testing Consor	158595	500574	07/29/2024	2,800.00	.00	.00	2,800.00	No
86381	Susan Niehus LLC	158622	500689	08/28/2024	5,000.00	3,157.14	.00	1,842.86	No
86402	Broken Arrow Electric Supply	2355	500709	09/04/2024	789.18	.00	.00	789.18	No
86452	Arledge & Associates	1235	500757	09/20/2024	10,000.00	.00	.00	10,000.00	No
86494	James R Childers Architect Inc	158629	500799	10/07/2024	31,780.00	.00	.00	31,780.00	No
86505	Matt Cloud	158631	500810	10/09/2024	11,250.00	2,500.00	.00	8,750.00	No
86508	Kelly Engineering & Assoc, Inc	9050	500813	10/09/2024	82,460.00	5,780.00	.00	76,680.00	No
86520	Kemp Stone Co, Inc	9080	500826	10/21/2024	2,955.00	.00	.00	2,955.00	No
86544	Muskogee Sand Company, Inc	10920	500845	10/25/2024	2,280.00	.00	.00	2,280.00	No
86550	Tim M Synar	158472	500851	10/28/2024	35.00	.00	.00	35.00	No
86570	Cook & Associates Engineering In	3879	500869	11/05/2024	2,500.00	.00	.00	2,500.00	No
86596	Crowe & Dunlevy	158573	500896	11/08/2024	30,000.00	10,370.26	.00	19,629.74	No
86600	Sunny Golloway	158639	500900	11/12/2024	11,250.00	2,500.00	.00	8,750.00	No
86605	Housing Auth of the Cherokee Nat	158325	500903	11/13/2024	130,000.00	.00	.00	130,000.00	No
86605	Housing Auth of the Cherokee Nat	158325	500903	11/13/2024	40,000.00	.00	.00	40,000.00	No
86616	Kimley-Horn and Associates Inc	158647	500914	11/20/2024	200,000.00	5,000.00	.00	195,000.00	No
86624	HELLAS CONSTRUCTION, INC.	158567	500921	11/21/2024	10,054,351	1,786,103.17	.00	8,268,247.83	No
86639	BancFirst	1650	500934	11/26/2024	10,000.00	.00	.00	10,000.00	No
86646	T & K Construction	16039	500940	12/03/2024	58,750.00	.00	.00	58,750.00	No
86649	Bull Tuff Mud Company Ready Mi	2415	500943	12/04/2024	31,230.00	.00	.00	31,230.00	No
86655	Rhonda Norris RVT	158530	500949	12/11/2024	300.00	.00	.00	300.00	No
86663	Advanced Workzone Services	550	500957	12/11/2024	4,680.00	.00	.00	4,680.00	No
86664	Advanced Workzone Services	550	500958	12/11/2024	9,390.00	.00	.00	9,390.00	No
86681	Stephanie Delano	158649	500971	12/20/2024	200.00	.00	.00	200.00	No
86682	Building & Earth Sciences Inc	158635	500972	12/20/2024	1,024.25	.00	.00	1,024.25	No
86683	Rebecca Reaume	158604	500973	12/20/2024	250.00	.00	.00	250.00	No
86684	Robertson Overhead Doors	14030	500975	12/20/2024	5,900.00	.00	.00	5,900.00	No
86686	Cherokee Steel Fabricators LLC	158641	500977	12/23/2024	2,504.80	.00	.00	2,504.80	No
Total MANAGERIAL:					11,538,199	2,181,063.80	.00	9,357,136.18	
Multi-Departmental									
86047	Cherokee County Clerk	3020	500361	07/01/2024	1,782.00	324.00	.00	1,458.00	No
86047	Cherokee County Clerk	3020	500361	07/01/2024	1,000.00	168.00	.00	832.00	No
86060	Northeast OK Public Facilities	11300	500374	07/01/2024	25,000.00	2,812.84	.00	22,187.16	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	107.41	.00	292.59	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	1,952.84	.00	1,848.88	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.72	166.34	.00	62.38	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.72	166.34	.00	62.38	No
86064	Macquarie Equipment Capital Inc.	158383	500378	07/01/2024	228.84	166.38	.00	62.46	No
86070	OTA	12390	500384	07/01/2024	100.00	7.20	.00	92.80	No
86070	OTA	12390	500384	07/01/2024	50.00	4.70	.00	45.30	No
86070	OTA	12390	500384	07/01/2024	100.00	17.20	.00	82.80	No
86070	OTA	12390	500384	07/01/2024	100.00	48.65	.00	51.35	No
86070	OTA	12390	500384	07/01/2024	100.00	9.05	.00	90.95	No
86070	OTA	12390	500384	07/01/2024	30.00	.60	.00	29.40	No
86070	OTA	12390	500384	07/01/2024	100.00	.30	.00	99.70	No
86070	OTA	12390	500384	07/01/2024	30.00	29.40	.00	.60	No
86070	OTA	12390	500384	07/01/2024	30.00	.00	.00	30.00	No
86070	OTA	12390	500384	07/01/2024	150.00	106.70	.00	43.30	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

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86098	Ok Municipal Assurance Group	11920	500412	07/01/2024	123,339.20	99,613.20	.00	23,726.00	No
86098	Ok Municipal Assurance Group	11920	500412	07/01/2024	30,834.80	24,903.30	.00	5,931.50	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	195.56	.00	304.44	No
86102	Wight Office Machines	17750	500416	07/01/2024	500.00	133.18	.00	366.82	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	10,188.00	5,094.00	.00	5,094.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	360.00	180.00	.00	180.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	5,736.00	2,868.00	.00	2,868.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	8,640.00	4,320.00	.00	4,320.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	732.00	366.00	.00	366.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,328.00	1,164.00	.00	1,164.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,596.00	798.00	.00	798.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,028.00	1,014.00	.00	1,014.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	2,892.00	1,446.00	.00	1,446.00	No
86104	VIP Voice Services LLC	158022	500418	07/01/2024	1,164.00	582.00	.00	582.00	No
86110	TK Elevator	16370	500424	07/02/2024	6,838.80	3,419.40	.00	3,419.40	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	2,797.32	.00	2,797.32	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
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	780.00	390.00	.00	390.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	780.00	390.00	.00	390.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	1,200.00	300.00	.00	900.00	No
86113	A+ Pest Guard LLC	158606	500427	07/02/2024	1,200.00	65.00	.00	1,135.00	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	771.20	578.40	.00	192.80	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	5,557.36	4,168.02	.00	1,389.34	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	19.52	14.64	.00	4.88	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	66.60	49.95	.00	16.65	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	4,640.76	3,480.57	.00	1,160.19	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	203.68	152.76	.00	50.92	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	3,691.24	2,768.43	.00	922.81	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	50,685.36	38,014.02	.00	12,671.34	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	83,954.36	62,965.77	.00	20,988.59	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	17,303.60	12,977.70	.00	4,325.90	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	920.00	690.00	.00	230.00	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	54,183.44	40,637.58	.00	13,545.86	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	54,921.76	41,191.32	.00	13,730.44	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	4,072.76	3,054.57	.00	1,018.19	No
86188	Ok Municipal Assurance Group	11920	500503	07/11/2024	16,310.36	12,232.77	.00	4,077.59	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	413.64	344.70	.00	68.94	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	653.64	544.70	.00	108.94	No
86241	Lake Region Electric-Telecom	157846		07/19/2024	653.64	544.70	.00	108.94	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	2,700.00	2,105.84	.00	594.16	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	60.00	28.22	.00	31.78	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	270.00	186.49	.00	83.51	No
86267	Network Enhancement Systems, I	158614	500578	07/29/2024	240.00	180.87	.00	59.13	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	20,911.52	5,911.40	.00	15,000.12	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	18,362.26	5,246.36	.00	13,115.90	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	122,500.00	30,634.73	.00	91,865.27	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	9,053.45	2,586.70	.00	6,466.75	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	30,122.33	8,591.44	.00	21,530.89	No
86509	Enterprise Fleet Management, Inc	158178	500814	10/09/2024	6,778.45	1,936.70	.00	4,841.75	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	2,400.00	505.47	.00	1,894.53	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	600.00	240.12	.00	359.88	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	576.00	117.87	.00	458.13	No
86532	UniFirst Holdings Inc	16985	500834	10/22/2024	240.00	126.94	.00	113.06	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	300.00	146.48	.00	153.52	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	3,400.00	1,009.52	.00	2,390.48	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	20,000.00	7,426.57	.00	12,573.43	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	120.00	.00	.00	120.00	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	18,000.00	3,068.60	.00	14,931.40	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	5,000.00	701.66	.00	4,298.34	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	500.00	100.65	.00	399.35	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	1,200.00	294.48	.00	905.52	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	200.00	.00	.00	200.00	No
86537	Fuelman of Oklahoma	6080	500838	10/23/2024	1,200.00	387.51	.00	812.49	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	8,962.08	.00	.00	8,962.08	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	22,869.54	.00	.00	22,869.54	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	52,500.00	.00	.00	52,500.00	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	3,880.05	.00	.00	3,880.05	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	12,909.57	.00	.00	12,909.57	No
86566	Enterprise Fleet Management, Inc	158178	500866	11/01/2024	2,905.05	.00	.00	2,905.05	No
86584	One Source Water, LLC	157851	500882	11/06/2024	600.00	85.88	.00	514.12	No
86584	One Source Water, LLC	157851	500882	11/06/2024	180.00	13.97	.00	166.03	No
86584	One Source Water, LLC	157851	500882	11/06/2024	120.00	.00	.00	120.00	No
86584	One Source Water, LLC	157851	500882	11/06/2024	270.00	38.96	.00	231.04	No
86584	One Source Water, LLC	157851	500882	11/06/2024	720.00	96.86	.00	623.14	No
86689	TPWA Utilities	15920		12/30/2024	1,781.43	.00	.00	1,781.43	No
86689	TPWA Utilities	15920		12/30/2024	30.78	.00	.00	30.78	No
86689	TPWA Utilities	15920		12/30/2024	1,221.01	.00	.00	1,221.01	No
86689	TPWA Utilities	15920		12/30/2024	274.34	.00	.00	274.34	No
86689	TPWA Utilities	15920		12/30/2024	512.71	.00	.00	512.71	No
86689	TPWA Utilities	15920		12/30/2024	670.84	.00	.00	670.84	No
86689	TPWA Utilities	15920		12/30/2024	965.34	.00	.00	965.34	No
86689	TPWA Utilities	15920		12/30/2024	5,433.20	.00	.00	5,433.20	No
86689	TPWA Utilities	15920		12/30/2024	361.34	.00	.00	361.34	No
86689	TPWA Utilities	15920		12/30/2024	397.78	.00	.00	397.78	No
86689	TPWA Utilities	15920		12/30/2024	4,135.82	.00	.00	4,135.82	No
Total Multi-Departmental:					931,100.25	452,307.80	.00	478,792.45	
MUNICIPAL JUDGE									
86046	Bill John Baker II	2020	500360	07/01/2024	32,000.00	13,045.00	.00	18,955.00	No
86057	Rachel Dallis	158160	500371	07/01/2024	35,000.00	13,660.00	.00	21,340.00	No
86089	BancFirst	1650	500403	07/01/2024	2,000.00	.00	.00	2,000.00	No
Total MUNICIPAL JUDGE:					69,000.00	26,705.00	.00	42,295.00	
PARKS & RECREATION									
86068	Mike Palmer	10580	500382	07/01/2024	40,684.80	18,647.20	.00	22,037.60	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	589.70	.00	410.30	No
86310	Clyde's Tire & Muffler	3570	500620	08/07/2024	200.00	.00	.00	200.00	No
86467	Cintas Corp #2	3380	500771	09/26/2024	1,860.00	1,147.63	.00	712.37	No
86542	Cintas Corp #2	3380	500843	10/24/2024	1,860.00	.00	.00	1,860.00	No
86555	BancFirst	1650	500856	10/28/2024	10,000.00	.00	.00	10,000.00	No
86580	Clear Creek Golf Car & Vehicles L	158633	500879	11/05/2024	2,400.00	.00	.00	2,400.00	No

Purchase Order Report
Summary Report - Open Purchase Orders
Report Dates: All - 12/24

PO Number	Vendor Name	Vendor Number	Req No	PO Date	PO Amount	Invoice Amount	Adjustments	Open Amount	Received
Total PARKS & RECREATION:					60,993.63	20,384.53	.00	40,609.10	
SOLID WASTE SERVICES									
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	39,334.35	.00	.00	39,334.35	No
86398	ATC Freightliner Group	1350	500705	09/04/2024	172,832.00	.00	.00	172,832.00	No
86483	Ok Production Ctr, Inc	12000	500788	09/30/2024	42,107.94	9,357.32	.00	32,750.62	No
86608	Fleet Fuels LLC	158609	500906	11/18/2024	2,903.15	.00	.00	2,903.15	No
86613	Waste Management	17510	500911	11/20/2024	480,000.00	72,601.18	.00	407,398.82	No
86614	Cintas Corp #2	3380	500912	11/20/2024	12,000.00	1,453.86	.00	10,546.14	No
86632	WEX Bank	158577	500927	11/25/2024	15,000.00	7,336.22	.00	7,663.78	No
86636	BancFirst	1650	500931	11/26/2024	15,000.00	.00	.00	15,000.00	No
86652	Mahaney Excavation	158350	500946	12/06/2024	23,838.00	.00	.00	23,838.00	No
86668	Fleet Fuels LLC	158609	500961	12/12/2024	2,930.15	.00	.00	2,930.15	No
86678	N E O Fab	10970	500969	12/18/2024	16,200.00	.00	.00	16,200.00	No
Total SOLID WASTE SERVICES:					924,926.59	101,026.68	.00	823,899.91	
STORMWATER MANAGEMENT FUND									
86065	Accurate Environmental LLC	389	500379	07/01/2024	3,300.00	1,375.00	.00	1,925.00	No
86673	Old Dominion Brush Company Inc	12310	500965	12/12/2024	1,460.00	.00	.00	1,460.00	No
Total STORMWATER MANAGEMENT FUND:					4,760.00	1,375.00	.00	3,385.00	
STREET									
86202	Adrian Farm Supply LLC	500	500517	07/15/2024	500.00	423.71	.00	76.29	No
86482	Larry's Tires	9437	500787	09/30/2024	300.00	150.00	.00	150.00	No
86628	Osman Equipment	12380	500924	11/22/2024	2,000.00	248.85	.00	1,751.15	No
86630	BancFirst	1650	500925	11/25/2024	8,000.00	.00	.00	8,000.00	No
86685	Greg's Port-A-Potties	6740	500976	12/20/2024	450.00	.00	.00	450.00	No
86687	BancFirst	1650	500978	12/27/2024	8,000.00	.00	.00	8,000.00	No
Total STREET:					19,250.00	822.56	.00	18,427.44	
STREET & ALLEY FUND									
86126	Bull Tuff Mud Company Ready Mi	2415	500440	07/02/2024	2,000.00	1,011.00	.00	989.00	No
86242	Cherokee County Board of Comm	3010	500555	07/22/2024	1,500.00	939.15	.00	560.85	No
86432	Bull Tuff Mud Company Ready Mi	2415	500738	09/11/2024	3,400.00	2,204.00	.00	1,196.00	No
86503	Bull Tuff Mud Company Ready Mi	2415	500808	10/08/2024	3,525.00	2,563.50	.00	961.50	No
86553	Hutchens Construction Co. (Emer	7650	500854	10/28/2024	3,250.00	.00	.00	3,250.00	No
86625	Green Excavation	6725	500922	11/21/2024	7,000.00	.00	.00	7,000.00	No
86660	T & K Construction	16039	500954	12/11/2024	4,850.00	.00	.00	4,850.00	No
86662	Bull Tuff Mud Company Ready Mi	2415	500956	12/11/2024	1,561.50	.00	.00	1,561.50	No
Total STREET & ALLEY FUND:					27,086.50	6,717.65	.00	20,368.85	
STREETS & SIDEWALKS									
86486	Ergon Asphalt & Emulsions, Inc	5505	500791	10/01/2024	2,941.80	1,343.91	.00	1,597.89	No
86670	Robinson Construction LLC	158645	500963	12/12/2024	16,000.00	.00	.00	16,000.00	No
86677	Robinson Construction LLC	158645	500968	12/18/2024	20,800.00	.00	.00	20,800.00	No
Total STREETS & SIDEWALKS:					39,741.80	1,343.91	.00	38,397.89	
Grand Totals:					14,033,993	2,914,224.20	.00	11,119,769.2	



Tahlequah City Council AGENDA ITEM REPORT

Item No.	5g
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the 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. 01.06.2024 CN Donation

Funding Source

Request

**CHEROKEE NATION**

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

ACCOUNTS
PAYABLE

(7300)

BANK OF OKLAHOMA

1038022

DATE

Void After 90 Days
11/27/2024

AMOUNT

*****7,500.00

PAY *Seven Thousand Five Hundred and 00/100 Dollars*

TO THE
ORDER
OF

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

[Signature]
By: H. W.

⑈01038022⑈

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

1038022
Check Date: 11/27/24
(7300)

P.O.	Description	Invoice	Amount
897415		25-001	\$7,500.00
TOTAL:			\$7,500.00

V: 7300



11/25/24
25-001 CN Loved Pet Rabies

City of Tahlequah
Pets for Life Team
111 S. Cherokee Ave
Tahlequah OK 74464
918-456-1241 (office)
918-822-1969 (cell)

City of Tahlequah PFL team, Humane Society of Cherokee County, FFA Tahlequah, CCSO, Marines of Tahlequah, and Cherokee Nation Office of Environmental Health provided free rabies, distemper, deworming, feed and supplies to Cherokee County pet owners on 11/16/24.

Pet Reach	302
Client Waivers Collected	170
CDIB Holder Reported	68
Reported Unaltered Pets	114
Rabies Vaccine Administered	250
Distemper/Parvo Vaccine Administered	207
FVRCP – Feline Vaccine Administered	90

Total Due- \$7,500.00

Please Make Check Payable to:

City of Tahlequah
111 S. Cherokee Ave
Tahlequah OK

Thank you for your time,
Tahlequah Pets for Life Team



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: _____

FISCAL YEAR: 24-25

Account #	Account Name	Increase	Decrease
425-46-1002	Animal Shelter/Restricted Donations	\$7,500.00	
TOTALS		\$7,500.00	

Reason for Budget Amendment:

Payment from Cherokee Nation for the Animal Shelter.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5h
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the donation from Kelly Collins 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.

Background

Donation for consent agenda item.

Exhibits

1. K.Collins, Shelter Donation

Funding Source

Request

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-456-0651

Receipt No: 6.001344

Dec 26, 2024

Kelly Collins

Previous Balance: .00
Miscellaneous - Animal Shelter Donation Fund 3,000.00
425-46-1002 ANIMAL SHELTER DONATIONS

Total: 3,000.00

Check Check No: 2043 3,000.00
Total Applied: 3,000.00

Change Tendered: .00

12/26/2024 10:35 AM

K Kelly A. Collins P.O. BOX 1340
402471 W 4000 Rd TAHLEQUAH OK
Collinsville, OK 74423 74465 12 26 24
2043
21-13/830

Pay to the order of Animal Shelter Donation Fund \$ 3000.00
Three Thousand and no/100 Dollars

CHASE
JPMorgan Chase Bank, N.A.

For Kelly Collins

2043

Security Features Details on Back.



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: _____

FISCAL YEAR: 2024-2025

Account #	Account Name	Increase	Decrease
425-46-1002	Animal Shelter/Restricted Donations	\$3,000.00	
TOTALS			

Reason for Budget Amendment:

Received a donation from Kelly Collins to be used for the Animal Shelter.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5i
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Accept the donation from Kelly Collins in the amount of \$1,000 and amend the budget accordingly, placing the funds in the restricted donation account to be used for the Police Department.

Background

Donation item for consent agenda.

Exhibits

1. K.Collins, Police Donation

Funding Source

Request

City of Tahlequah
111 S Cherokee
Tahlequah OK 74464

918-458-0651

Receipt No: 6.001343

Dec 26, 2024

Kelly Collins

Previous Balance:	.00
Donations - Police Department	1,000.00
110-46-6200 DONATIONS	
Total:	1,000.00
Check	Check No: 2044
Total Applied:	1,000.00
Change Tendered:	.00

12/26/2024 10:25 AM

K Kelly A. Collins P.O. BOX 1340
302471 W 3000 Rd
Gallinsville, OK 74421
Tahlequah OK
74465 12 26 2024
2044
21-13/830

Pay to the order of City of Tahlequah \$ 1000.00
one thousand and 00/100 Dollars

CHASE
JPMorgan Chase Bank, N.A.

For Police Donation Kelly Collins
2024



THE CITY OF
TAHLEQUAH
OKLAHOMA

BUDGET AMENDMENT FORM

REQUESTED BY: Becka

DEPARTMENT: Finance

AMENDMENT #: _____

FISCAL YEAR: 2024-2025

Account #	Account Name	Increase	Decrease
425-46-1004	Police Department/Restricted Donations	\$1,000.00	
TOTALS			

Reason for Budget Amendment:

Received a donation from Kelly Collins to be used for the Police Department.

City Administrator Signature

Date Signed

Governing Body Signature

Date Signed



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	5j
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Approve the amended agreement between the City of Tahlequah and Cherokee County 911. This amendment changes the end date from December 31st, to June 30th.

Background

Amendment to follow the City of Tahlequah fiscal year end date for all contracts, agreements, and MOUs of June 30.

Exhibits

1. GeoSafe MoU 2025 TPD

Funding Source

Request

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Cherokee County 911

and

Tahlequah Police Department

This is an agreement between “Cherokee County 911”, hereinafter called CC911 and “Tahlequah Police Department”, hereinafter called TPD

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding (“MOU”) is to clearly identify the roles and responsibilities of each party as they relate to “GeoSafe Mobile Computer Aided Dispatch Software” (“GeoSafe”).

In particular, this MOU is intended to:

- Identify each agency’s responsibilities
- Establish Cost Share amounts
- Outline basic administrative procedures
- Create uniformity regarding First Responder Emergency Management
- Promote public safety and welfare

II. BACKGROUND

It is recognized that responding agencies dispatched by CC911 would benefit from a Mobile CAD Software Product such as “GeoSafe” for a safer more accurate response to emergencies; more accurate location capabilities and better information sharing between agencies. Also recognizing that such a product is beneficial to responding agencies, we have established this MOU to cost share for the annual license agreement.

III. CC911 RESPONSIBILITIES UNDER THIS MOU

CC911 shall undertake the following activities:

- Administer the Service Agreement between GeoSafe and CC911
- Administer the Login Information for each agency
- Share our CAD data with participating agencies as permitted
- Provide basic support and information concerning GeoSafe

- Ensure the security of GeoSafe and its use for official emergency services management only
- Act as a records custodian for all GeoSafe records and data
- Promote a professional and positive atmosphere as pertaining to this project

IV. TPD RESPONSIBILITIES UNDER THIS MOU

TPD shall undertake the following activities:

- Sponsor the project by paying for one share not to exceed \$1,500.00
- Provide one contact person to be the Liaison between CC911 and TPD
- Share agencies call data including on-duty unit locations with CC911 where permissible
- Promote a professional and positive atmosphere as pertaining to this project

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification clause: Understanding that Policies, Rules, Regulations and Administrators may change during the effective date of this MOU; either party may request a change to the MOU by signed and dated written notice to the other agency. Consideration and Response will be made within 30 days of receipt to the other agency as to accept the change or not. The Response shall likewise be signed and dated.

2. Termination clause: Either party may terminate this MOU within 30 days by signed and dated written notice to the other party. No payment returns will be made if received after the effective date of the MOU.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of CC911 and TPD authorized officials. It shall be in force from July 1st to June 30, 2025.

Both Parties indicate agreement with this MOU by their signatures.

Signatures and dates

Cherokee County 911

Tahlequah Police Department

By: _____
Title: _____

By: _____
Title: _____

Date ____/____/____

Date ____/____/____



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 5k
Meeting Date 1/6/2025
Initiator _____
Office / Department Municipal Court

Item Title

Approve the Municipal Court's use of the "Fresh Start Program" for the 5th year, beginning February 1, 2025 and ending April 30, 2025.

Background

Defendants with outstanding citations and/or warrants for Failure to Pay or Failure to Appear, to be given a "Fresh Start". Defendants that pay one half of the amount of their total outstanding balance, will receive the other half waived. Program to run February 01, 2025, thru April 30, 2025.

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 51
Meeting Date 1/6/2025
Initiator _____
Office / Department Human Resources

Item Title

Promote Jacob Bigham, Volunteer Firefighter in the Fire Department to Full Time Dispatcher in the Police Department at \$16.00 per hour, effective January 7, 2025.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 5m
Meeting Date 1/6/2025
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation of Adam Gaudreau, Collector in the Solid Waste Department, effective December 19, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 5n
Meeting Date 1/6/2025
Initiator _____
Office / Department Human Resources

Item Title

Accept the resignation (retirement) of Robert Sturm, Foreman in the Street Department, effective December 6, 2024.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	50
Meeting Date	1/6/2025
Initiator	M'Lynn Pape, Director
Office / Department	Human Resources

Item Title

Accept the resignation from Bradley Hix, Labor/Operator in the Street Department, effective January 1, 2025.

Background**Exhibits**

None

Funding Source**Request**



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6b
Meeting Date 1/6/2025
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to affirm the appointment of Stephen Highers to the Municipal Utility Board/Tahlequah Public Works Authority.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6c
Meeting Date 1/6/2025
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to reappoint Sherry Baker to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.

Background

Exhibits

1. Letters of Recommendation CoT_0001

Funding Source

Request



Michael Doublehead, General Manager

P. O. Box 29
Tahlequah, OK 74465

December 23, 2024

Honorable Mayor Suzanne Myers and Tahlequah City Council Members
City of Tahlequah
111 S Cherokee Ave
Tahlequah, OK 74464

This correspondence serves as a recommendation to reappoint current Tahlequah Public Works Board Members Mr. Mark Gish, Mr. Scott Wright, and Mrs. Sherry Baker. Attached are copies of previous recommendations, and since that time, Mrs. Baker's current term, when she assumed the vacancy of Mrs. Patty Skinner, has now been completed.

Mr. Gish, Mr. Wright, and Mrs. Baker have proven to be valuable assets to our Board by contributing their time and vast business knowledge, which has built a strong financial position for TPWA. These three Board Members have been able to maintain reasonable rates for our valued utility customers, along with the "business savvy" to operate TPWA with the continued ability to provide significant funds for the benefit of the City of Tahlequah, as our partner to make our community an attractive place to maintain a business and reside.

Our records reflect that the recommended reappointments are as follows:

- a. Mr. Mark Gish has fulfilled his first term and is now eligible for his second/final full term.
- b. Mr. Scott Wright has fulfilled his first term and is now eligible for his second/final full term.
- c. Mrs. Sherry Baker has fulfilled the remaining term left by the vacancy of Mrs. Patty Skinner and now eligible to serve for her first full term.

We ask that the above-mentioned items be placed on the January 6th, 2025, Tahlequah City Council Meeting agenda for approval of reappointment of Mr. Mark Gish, Mr. Scott Wright, and Mrs. Sherry Baker to serve on the Board for the Tahlequah Public Works Authority, in order that they may continue to provide their valued service to our community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Doublehead".

Mike Doublehead General Manager
Tahlequah Public Works Authority



Michael Doublehead, General Manager

P. O. Box 29
Tahlequah, OK 74465

May 29, 2024

Honorable Mayor Suzanne Myers,

On Friday, May 17, 2024, the Tahlequah Public Works Authority Board of Trustees unanimously voted to recommend for reappointment Mr. Mark Gish. Therefore, I am pleased to recommend a reappointment of Mr. Mark Gish to serve as a member of the Tahlequah Public Works Authority Board. Mr. Gish was appointed to replace Mr. Herb Rozell (term expired May 2019) and has completed one full term. This reappointment will fulfill Mr. Gish's second term on the TPWA Board of Trustees.

Mr. Gish has proven to be a dedicated public servant to the citizens of our city and community . He is very involved with ongoing projects within our city. Additionally, Mr. Gish is a valuable board member and he provides sound business decisions, effective financial decisions, and recommendations for our entity . Mr. Gish always keeps the customers in mind in helping us define policy and procedures and working on the budget for the organization.

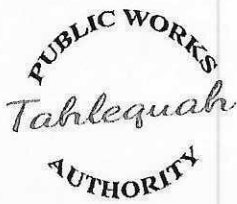
I have enjoyed working with Mr. Gish and I look forward to continuing our efforts of moving forward to improve our city and community .

Please feel free contact me with any questions or concerns regarding the recommendation of Mr. Mark Gish.

Sincerely,

A handwritten signature in black ink that reads "Michael Doublehead". The signature is stylized with a large, sweeping "M" and a long, horizontal stroke at the end.

Mike Doublehead



Michael Doublehead, General Manager

P. O. Box 29
Tahlequah, OK 74465

May 29, 2024

Honorable Mayor Suzanne Myers,

On Friday, May 17, 2024, the Tahlequah Public Works Authority Board of Trustees unanimously voted to recommend for reappointment Mr. Scott Wright. Therefore, I am pleased to recommend a reappointment of Mr. Scott Wright to serve as a member of the Tahlequah Public Works Authority Board. Mr. Wright was appointed to fill the unexpired term of Mr. Jerry Cook and has completed one full term. This reappointment will fulfill Mr. Wright's second term on the TPWA Board of Trustees.

Mr. Wright has proven to be a dedicated public servant to the citizens of our city and community . He is very involved with ongoing projects within our city. Additionally, Mr. Wright is a valuable board member and he provides sound business decisions and recommendations for our entity . Mr. Wright always keeps the customers in mind in helping us define policy and procedures for the organization.

I have enjoyed working with Mr. Wright and I look forward to continuing our efforts of moving forward to improve our city and community .

Please feel free contact me with any questions or concerns regarding the recommendation of Mr. Scott Wright.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Doublehead", written over a horizontal line.

Mike Doublehead



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6d
Meeting Date 1/6/2025
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to reappoint Mark Gish to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council **AGENDA ITEM REPORT**

Item No. 6e
Meeting Date 1/6/2025
Initiator _____
Office / Department Administration

Item Title

Discussion and possible action to reappoint Scott Wright to the Municipal Utility Board/Tahlequah Public Works Authority to an additional 5-year term.

Background

Exhibits

None

Funding Source

Request



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6f
Meeting Date	1/6/2025
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Discussion and Possible Action to approve, approve with modifications, or deny authorizing the Mayor to enter into Professional Services Agreement between the City of Tahlequah and Freese & Nichols, Inc. for the purpose of including additional tasks to the current City-wide Drainage Master Plan Study being conducted. Additional Tasks include Pecan Creek Drainage Analysis, Downtown Drainage Analysis, and Drainage Criteria Update. **Planning & Development Director Paige Harjo**

Background

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Exhibits

1. 11_2024 Progress Report
2. Stormwater Amendment 1 signed

Funding Source

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Request

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CLIENT NAME: CITY OF TAHLEQUAH

DATE: 12/01/2024

PROJECT NAME: DRAINAGE MASTER PLAN

PROJECT NO.: TAU23916

**TO: TAYLOR TANNEHILL, CITY ADMINISTRATOR
RAY HAMMONS, COMPLIANCE COORDINATOR**

PERIOD COVERED: NOV '24

FROM: KALE FARMER, PE, CFM

**CC: FILE; GREG SIMMONS, FNI PM;
RICHARD COFFRON, BUILDING
INSPECTOR; PAIGE HARJO,
PLANNING AND DEVELOPMENT
DIRECTOR**

PROJECT UPDATES:

- Refining storm sewer inventory database, reviewing survey connectivity, and identifying areas for field verification.
- Developing Storm Sewer Inventory Atlas index and sheet layout for hard copy
- Implementing and documenting proposed conditions modeling for Wheeler Addition and Mission Park
- Conceptual development of mitigation alternatives for Willis Road area and documenting in report
- Continued coordination with City and ODEM regarding additional grant funding

UPCOMING ACTIVITIES (December 2024):

- Continue development and modeling of conceptual flood mitigation alternatives and documenting in report
- Field validation of storm sewer question areas
- Continue coordination with ODEM regarding additional grant funding

PROJECT NEEDS/RISKS:

- Schedule will shift to accommodate additional scope/grant funds.

SCHEDULE AND UPCOMING DELIVERABLES:

<u>Task</u>	<u>Schedule</u>
Data collection and GIS inventory	Nov '23- Jun '24 Dec '24
FEMA mapped floodplain area analysis	Dec '23-May '24
Local drainage system analysis	Dec '23- Jun '24 Oct '24
Alternatives development and ranking	Apr '24- Sep '24 -Dec '24
Report development	Aug '24-Dec '24

		PROFESSIONAL SERVICES AGREEMENT	
		AMENDMENT #1	
City of Tahlequah Master Drainage Plan		FNI Project:	TAU23916
111 S. Cherokee		Client Contract:	
Tahlequah, OK 74464		Date:	12/27/2024
Project Name:	City of Tahlequah Master Drainage Plan		
Description of Services (see attachment SC for full detail):	• Develop conceptual design of a detention facility along Pecan Creek and revise models as needed to optimize the configuration. Generate revised inundation mapping. • Perform detailed H&H analysis of the downtown drainage system using PCSWMM. Develop existing conditions design discharges for the 2-, 5-, 10-, 25-, 100-, and 500- year rain events. Identify properties, buildings, and rights-of-way subject to flood risk. • Develop a conceptual mitigation alternative for the downtown area. Develop Opinions of Probable Construction Cost and rank the projects using the project ranking system developed as part of the base contract for incorporation into the CIP. Produce exhibits depicting the alternative including conceptual project schematics and pre- and post-project flood inundation maps. • Interview key staff regarding gaps in existing criteria and goals for updated manual. Review all existing City regulations related to drainage infrastructure. Develop an updated manual (not including standard construction details). • Develop narrative, tabular, and exhibit/figure content on the work done via the amendment and incorporate into the project final report.		
Deliverables:	• Hydrologic and hydraulic model output, existing conditions flood inundation mapping, and supporting digital data. • Figures with identified detention areas, conceptual project schematics, pre- and post-project flood inundation mapping, and supporting digital data. • Final, revised Drainage Criteria Manual (not including standard construction details) in digital format.		
Schedule:	Six months from Notice to Proceed to complete additional tasks and incorporate findings into Final Report.		
Compensation Type:	Lump Sum Fee		
Current Contract Amount:	\$793,746.00		
Amount of this Amendment:	\$202,500.00		
Revised Total Amount Authorized:	\$996,246.00		

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

City of Tahlequah		FREESE AND NICHOLS, INC.	
By:		By:	
Name:		Name:	Alan Hutson
Title:		Title:	Principal
Date:		Date:	12/27/2024



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6g
Meeting Date	1/6/2025
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Discussion and Possible Action to approve, approve with modifications, or deny authorizing the Mayor to enter into a Memorandum of Agreement between the City of Tahlequah and the Cherokee Nation for the purpose of submitting a road/bridge improvement request in accordance with the guidelines established by the NATION; and, upon written notification of approval by the NATION, the CITY agrees to construct road and/or bridge projects with CITY forces and agrees to be reimbursed by the NATION for the cost of the materials upon satisfactory completion of the work from the funds allocated by the NATION for said projects.
Planning & Development Director Paige Harjo

Background

Exhibits

1. MOA - CITY OF TAHLEQUAH

Funding Source

Request



GWYD DBF
CHEROKEE NATION®

P.O. Box 948 • Tahlequah, OK 74465-0948
918-453-5000 • www.cherokee.org

Office of the Chief

Chuck Hoskin Jr.
Principal Chief

Bryan Warner
Deputy Principal Chief

December 6, 2024

City of Tahlequah
Attn: Suzanne Myers, Mayor
111 S. Cherokee Ave.
Tahlequah, OK 74464

Re: Annual Memorandum of Agreement (MOA) with Cherokee Nation

Dear Mayor Myers,

Enclosed is the annual MOA that enables Cherokee Nation to work with the City of Tahlequah. Please place this document (two originals) on your next Board Members meeting for approval and signatures.

DO NOT INSERT DATE ON THE FIRST PAGE. Please return to the attention of Debby Nodine after signatures have been obtained.

If you should have any questions, please contact Debby Nodine at (918) 453-5764 or myself at (918) 453-5789.

Sincerely,



Andy Quetone,
Director

Cherokee Nation Department of Transportation

Enclosures: 2 original MOAs

AQ/dn

**MEMORANDUM OF AGREEMENT
between the CHEROKEE NATION and
CITY OF TAHLEQUAH**

This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2024, by and between Cherokee Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and the Board of CITY Commissioners of the CITY OF TAHLEQUAH, 111 S. Cherokee Ave, Tahlequah, Oklahoma 74464 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS the NATION wishes to enter into an agreement with the CITY to provide construction, improvement, right-of-way acquisition, and/or utility relocations for roads and/or bridges within said CITY, and

WHEREAS the CITY hereby affirms it is an independent entity in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described, and

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree and understand as follows, to wit:

TERM: The term of this Agreement shall be from October 01, 2024, through September 30, 2025, unless canceled or extended in writing by both parties hereto.

TRIBALLY FUNDED PROJECTS:

The CITY agrees to submit a road/bridge improvement request in accordance with the guidelines established by the NATION; and, upon written notification of approval by the NATION, the CITY agrees to construct road and/or bridge projects with CITY forces and agrees to be reimbursed by the NATION for the cost of the materials upon satisfactory completion of the work from the funds allocated by the NATION for said projects. The CITY further agrees to:

1. Grade, drain, resurface, or construct projects in accordance with Oklahoma Department of Transportation or CITY Specifications and Standards or equivalent.
2. Be entirely responsible for the initiation, environmental aspects, construction, and completion for all work associated with the projects.

3. Install permanent signs in accordance with Oklahoma Department of Transportation Specifications.
4. Install descriptive signs, provided by the NATION, at each end of the projects explaining the name of the project, funding source, etc.
5. Maintain said projects upon completion at no cost or liability to the NATION.
6. Periodic inspections and monitoring the progress of said projects by the NATION.
7. A final inspection by the NATION to determine satisfactory completion of said projects.
8. Submit an original invoice to the Cherokee Nation Department of Transportation accompanied by suitable evidence of expenditures made by the CITY in the execution of said projects.
9. The withholding of funds by the NATION should the CITY fail to complete any portion of said projects under this MOA.

FEDERALLY FUNDED REIMBURSEMENT PROJECTS:

For projects authorized by the NATION in which the CITY is hired to perform engineering or construction related activities for reimbursement of the NATION's federal funds, the CITY agrees to:

1. Comply with federal audit standards.
2. Perform any of the following activities: environmental compliance, design, right-of-way research and document preparation, right-of-way valuations, if necessary, right-of-way acquisition, and utility coordination and/or utility relocations in accordance with either federally approved standards or equivalent state standards of the Oklahoma Department of Transportation and in accordance with the scope of work approved by the NATION.
3. Submit proper invoices, along with evidence of expenditures to the NATION for reimbursement.

FEDERALLY FUNDED PASS-THROUGH PROJECTS:

For projects authorized by the NATION in which the NATION'S federal funds are utilized as a pass-through to the CITY to match CITY funding or for the CITY to comply with state obligation requirements for engineering or construction related activities, the CITY agrees to:

1. Comply with federal audit standards.
2. Perform any of the following activities: environmental compliance, design, right-of-way research and document preparation, right-of-way valuations, if necessary, right-of-way acquisition, and utility coordination and/or utility relocations in accordance with either federally approved standards or equivalent state standards of the Oklahoma Department of Transportation and in accordance with the scope of work approved by the NATION.
3. Construct road and bridge projects in accordance with the plans, specifications, and estimate approved by the NATION.
4. Install permanent signs in accordance with Oklahoma Department of Transportation Specifications.
5. Install descriptive signs, provided by the NATION, at each end of the projects explaining the name of the project, funding source, etc.
6. Maintain said projects upon completion at no cost or liability to the NATION.
7. Periodic inspections and monitoring the progress of the projects by the NATION.
8. Submit proper invoices for the payment of activities approved by the NATION.

COMPENSATION:

In consideration and compensation for services rendered by the CITY, the NATION agrees to:

1. Pay all invoices submitted by the CITY covered under this agreement.
2. Reimburse the CITY for invoices submitted under Tribally Funded Projects and Federally Funded Reimbursement Projects.
3. Make appropriate payment to the CITY for invoices submitted under Federally Funded Pass-Through Projects.

GENERAL PROVISIONS:

The following general provisions apply to this agreement:

1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee

Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflicting term(s) shall be deemed inoperative and null and void insofar as it may be in conflict with such law or statutory provision, and shall be deemed modified to conform to such rule of law or statutory provision. However, such conflict shall not operate to nullify or void the entire Agreement.

2. This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The party's further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.
3. This Agreement may be terminated or canceled by either party with or without cause, upon thirty days (30) written notice of intention to the authorized representatives of each party signed below. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the CITY only for services performed up to the date of termination and/or cancellation.
4. The NATION and the CITY hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written consent of the NATION.
5. This Agreement shall not be construed to constitute a joint venture, partnership, nor other form of agreement creating a joint liability between the parties. Each party shall be responsible and liable for the acts and omissions of its respective agents and employees.
6. The CITY certifies to the best of its knowledge and belief that neither the CITY, nor any of its principals, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state, local, or tribal agency. The CITY also certifies to the best of its knowledge and belief that it has not, within a three-year-period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (federal, state, local, or tribal) contract or subcontract; violation of federal or state antitrust statutes relating to submission of offers or commissions or embezzlement, theft, forgery, bribery, falsifications or destruction of records, and/or making false statements; and is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The CITY certifies it has not within a three-year period preceding this Agreement, had one or more contracts terminated for default by a federal, state, local, or tribal agency.

7. The parties hereto stipulate and agree the NATION is a sovereign nation in accordance with the laws of the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described. Any employee, agent, and/or representative furnished hereunder shall be deemed to be the NATION'S employee, agent, and/or representative exclusively.
8. The CITY shall, within the limitations placed on the CITY by the Oklahoma constitution and Oklahoma State Law, indemnify and hold harmless the NATION, its boards, officers, employees, agents, and subagents, individually and collectively from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the CITY'S negligent or tortuous acts or omissions in the course of the performance of this agreement.
9. The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the NATION for performance and until the CITY receives notice of availability from the NATION'S designated officer through issuance of a purchase order.
10. TERO: The Cherokee Nation shall to the greatest extent feasible give preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. All contracting is required to comply with procedures for selection of Contractors and Sub-contractors as set forth in legislation pertaining to preference to Indians in the awarding of contracts, Section 7(b) of the Indian Self-Determination Act if applicable, as well as the Cherokee Nation Acquisition Management Policies and Procedures. The successful Contractor will insert this clause in every subcontract in connection with the project
11. TAXES, FEES, ASSESSMENTS: The CITY accepts full and exclusive liability for the payment of any and all taxes and assessments which may now or hereafter be imposed by tribal, local, state, or federal governments, including without limitation, all applicable TERO fees, sales tax, use power, gross receipts, or other taxes levied with respect to materials furnished or work performed by the CITY, or payments made to the CITY through issuance of a purchase order including but not limited

to, building permits, CITY'S licenses, specialty permits required by law to be issued to the CITY, and/or transportation permits. The CITY and its subcontractor's shall, in addition to the above, comply with the NATION' S job site procedures and regulations.

All notices required hereunder shall be sent via U.S. Mail and or electronically via email, postage paid, as follows:

To the NATION: Cherokee Nation Department of Transportation
Attention: Andy Quetone, Director
P.O. Box 948
Tahlequah, OK 74465

With a copy to: Cherokee Nation Acquisition Management
Attention: Contracts Office
P.O. Box 948
Tahlequah, OK 74465

To the CITY: Board of CITY OF TAHLEQUAH
Attention: Mayor Suzanne Myers
111 S. Cherokee Ave.
Tahlequah, OK 74464

In witness whereof, the parties hereto have subscribed their names on the date set forth herein:

BOARD OF CITY COMMISSIONERS
OF CITY OF TAHLEQUAH:

Suzanne Myers, Mayor

Date

Member

Date

Member

Date

CHEROKEE NATION:

Andy Quetone, Director
Department of Transportation

Date

Michael Lynn, Executive Director
Infrastructure/Dept. of Transportation

Date

Chuck Hoskin Jr., Principal Chief
Cherokee Nation

Date

to, building permits, CITY'S licenses, specialty permits required by law to be issued to the CITY, and/or transportation permits. The CITY and its subcontractor's shall, in addition to the above, comply with the NATION' S job site procedures and regulations.

All notices required hereunder shall be sent via U.S. Mail and or electronically via email, postage paid, as follows:

To the NATION: Cherokee Nation Department of Transportation
Attention: Andy Quetone, Director
P.O. Box 948
Tahlequah, OK 74465

With a copy to: Cherokee Nation Acquisition Management
Attention: Contracts Office
P.O. Box 948
Tahlequah, OK 74465

To the CITY: Board of CITY OF TAHLEQUAH
Attention: Mayor Suzanne Myers
111 S. Cherokee Ave.
Tahlequah, OK 74464

In witness whereof, the parties hereto have subscribed their names on the date set forth herein:

BOARD OF CITY COMMISSIONERS
OF CITY OF TAHLEQUAH:

Suzanne Myers, Mayor

Date

Member

Date

Member

Date



Tahlequah City Council **AGENDA ITEM REPORT**

Item No.	6h
Meeting Date	1/6/2025
Initiator	Paige Harjo, Planning & Development Director
Office / Department	Planning & Development

Item Title

Discussion and possible action to approve, approve with modifications, or deny authorizing the Mayor to enter into a Memorandum of Agreement between the City of Tahlequah and the Oklahoma Department of Transportation for the purpose of pedestrian/bike improvements along South Muskogee Street from Chickasaw Street to Goingsnake Street. **Planning & Development Director Paige Harjo**

Background

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Exhibits

- | |
|--|
| <ol style="list-style-type: none">1. TAP Consultant Letter Instructions for Engineering Firm Selections2. Combined Urban Funding Agreement - ODOT |
|--|

Funding Source

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Request

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February 8, 2023

Consultant Selection/Contracting Options for Transportation Alternatives Projects

- 1) 100% Sponsor funded consultant contracts – Administered by Sponsor**
 - a) contracts directly with a consultant using Sponsor’s selection and contracting process
 - b) Sponsor encouraged to select from ODOT’s Pre-qualified list of TAP consultants
- 2) TAP funded consultant contracts – ODOT Administered**
 - a) ODOT Pre-Qualified TAP consultants**
 - i) Sponsor establishes a selection committee and shortlists a minimum of 3 consultants for interviews from the Department’s prequalified list:
 - ii) ODOT will schedule and facilitate the Sponsor Committee’s consultant interviews, and document the scoring and selection process.
 - iii) ODOT will submit a Task Order request for Services to the selected consultant
 - iv) Consultant will prepare a scope and fee proposal for review by sponsor and ODOT.
 - v) Upon approval of scope and negotiation of fees, ODOT will process a Task Order financing agreement with the sponsor and invoice for local matching funds.
 - vi) After the encumbrance account is established with the ODOT Comptroller, a Notice to Proceed will be issued to the consultant

If you choose option 2 (TAP funded consultant contract - ODOT administered), please use this [link](#) to submit the 3 consultants that you would like to interview from the pre-qualified list found on the next page. Please feel to review the [Online - Prequalified Consultants - Statements of Qualifications \(please note the pre-qual is two pages\)](#) to help you narrow your selection.

Interviews will be scheduled 2-4 weeks out from time ODOT receives the completed form.

Completion of all steps required in the consultant contracting process – Selection process, scope and fee development, and negotiations, sponsor agreement and matching funds, and contract financing/encumbrance process generally require 90-120 calendar days.

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

**CITY OF TAHLEQUAH: SIDEWALK ON S. MUSKOGEE AVE. FROM CHICKASAW
ST. TO GOINGSNAKE ST**

Project No.: TAP3-8641(004)TP

State Job No.: 38641(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Tahlequah**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	01	CHEROKEE	38641(04)	TAP3-8641(004)TP	PEDESTRIAN/BIKE IMPROVEMENTS	CITY OF TAHLEQUAH: SIDEWALK ON S. MUSKOGEE AVE. FROM CHICKASAW ST. TO GOINGSNAKE ST

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, TAP total estimated cost of **\$814,602**, as described below:

FUNDING SOURCE =>			TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38641(05)	Design -	\$87,000	80	\$69,600	20	\$17,400
38641(06)	Right-of-Way -	\$0			100	\$0
38641(07)	Utilities -	\$0			100	\$0
38641(04)	Construction - (With 6% Inspection)	\$1,203,815	62 up to a limit of	\$745,002	Remainder	\$458,813
Total		\$1,290,815	Total=>	\$814,602	Total=>	\$476,213

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 38641(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in

general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____,
20____, and the Department on the _____ day of _____, 20____.

THE CITY OF TAHLEQUAH

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF TAHLEQUAH

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6i
Meeting Date	1/6/2025
Initiator	Rebecca White, Finance Support
Office / Department	Finance

Item Title

Discussion and possible action to approve, approve with modifications, or deny accepting the bid amount of \$3,295.00 per mowing from Kirk Lawn Care for the mowing of the specified City properties. **Parks & Recreation Superintendent Brian Speake**

Background

Regular Session Agenda Item

Exhibits

1. Bid #2024-05 Parks Mowing

Funding Source

110-71-7200 (Parks & Rec, Professional Services)

Request

BID OPENING

Bid #2024-05 Parks Mowing

Meeting Date: Dec 19, 2024
Start Time: 9:05 am

Facilitator: Elliot Reif, Purchasing Agent

Brian Speake, Parks & Rec
- Rebecca White -

Place/Room:

Council Chambers

Company Name	Received	Required Documents	Base Bid
Kirk lawn Care		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-Kickback Affidavit ✓	\$3,295 ⁰⁰ -
Carras lawn Care		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-Kickback Affidavit ✓	\$5,050 ⁰⁰
Springwater lawn Care.		-Bid Form ✓ -Affidavit for Filing w/ Competitive Bid ✓ -Non-collusion Affidavit ✓ -Non-Kickback Affidavit ✓	\$4,560 ⁰⁰
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	
		-Bid Form -Affidavit for Filing w/ Competitive Bid -Non-collusion Affidavit -Non-Kickback Affidavit	



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6j
Meeting Date	1/6/2025
Initiator	Taylor Tannehill, City Administrator
Office / Department	Administration

Item Title

Discussion and possible action to approve, approve with modifications, or deny Resolution No. 01-06-2025. A Resolution to support the appointment of Taylor Tannehill to the District #2 Seat of the Board of Directors of the Oklahoma Municipal League. **City Administrator Taylor Tannehill**

Background

The District #2 board seat for OML is open due to the resignation of the current seat holder. The board meets on the 1st Wednesday of each month will select one nominated public official from the cities and towns represented in District #2.

Exhibits

1. OMLBoardResolution

Funding Source

N/A

Request

To approve Resolution.

RESOLUTION NO. 01-06-2025

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF TAYLOR TANNEHILL TO THE DISTRICT #2 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF TAHLEQUAH AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Tahlequah recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Tahlequah through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Tahlequah is within District #2 and as such is represented by an appointee seated within said district;

WHEREAS, the City Tahlequah has an interest and desire to resolve its support of the nomination of Taylor Tannehill for District #2 seat on the OML Board of Directors;

WHEREAS, the City of Tahlequah finds that said nomination would benefit the City of Tahlequah and the other municipalities within District #2 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

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

SECTION 1: That the City of Tahlequah unequivocally supports the nomination of Taylor Tannehill to serve as the District #2 appointee on the Board of Directors of OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Tahlequah and other municipalities within District #2 will benefit by his appointment.

SECTION 2: That should Taylor Tannehill ultimately be appointed to the OML Board of Directors, he/she is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Tahlequah.

PASSED, APPROVED AND EFFECTIVE ON THIS 6TH DAY OF JANUARY, 2025.

Suzanne Myers, Mayor

ATTEST: _____
Whitney Shaw, City Clerk

Approved as to form and legality on this 6th day of January, 2025.

John Tyler Hammons, City Attorney



Tahlequah City Council AGENDA ITEM REPORT

Item No.	6k
Meeting Date	1/6/2025
Initiator	Ray Hammons, Special Projects Director
Office / Department	Administration

Item Title

Discussion and possible action to approve, approve with modifications or deny authorizing the Mayor to sign a Quit Claim Deed, deeding a property located at 612 and 630 Guinn Avenue to William Berry. More particularly described as follows: The Easterly 80 feet of Lots 3 & 4 in Block 2 Guinn Addition, City of Tahlequah, Cherokee County, State of Oklahoma. **Special Projects Director Ray Hammons**

Background

A few months ago, the City purchased property from Mr. Berry. Unintentionally, the deed transferred 2 additional properties additional properties. This item is intended to transfer the properties back to Mr. Berry to correct that error.

Exhibits

1. BillBerryQCD

Funding Source

N/A

Request

Approve the authorization to sign.

QUIT CLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2024, between the City of Tahlequah, party of the first part, and William L. Berry, Trustee of the William L. Berry Revocable Trust, party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), to it duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all its right, title, interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in the County of Cherokee, State of Oklahoma, to-wit:

The Easterly 80 Feet of Lots 3 & 4 in Block 2 of Guinn Addition, City of Tahlequah, Cherokee County, State of Oklahoma, according to the official plat thereof

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part does hereunto set its hand the day and year above written.

Suzanne Myers, Mayor of the City of Tahlequah

Attest:

Whitney Shaw, City Clerk

STATE OF OKLAHOMA)
COUNTY OF CHEROKEE) ss:

BEFORE me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared Suzanne Myers, Mayor of the City of Tahlequah, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed and the free and voluntary act and deed of the City of Tahlequah for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public