



AGENDA

TAHLEQUAH CITY COUNCIL - SPECIAL MEETING

Date/Time of Meeting Friday, April 11, 2025 at 9:00 AM

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: 811 7156 8278
Passcode: 4560651

1. MEETING CONVENED

- a) Meeting Called to Order
- b) Roll Call
- c) **Public Notice:** A Public Notice of meeting was provided on November 7, 2023, at 11:00 a.m. to the OK Secretary of State and an additional notice was provided on April 9, 2025, at 9:00 a.m. at 111 S. Cherokee Ave. Tahlequah, OK 74464.

2. CONSENT

- a) Approve termination of Alafio Deshaun Cooper, effective April 11, 2025.

3. SPECIAL SESSION

- a) First reading and discussion and possible action to approve, approve with modifications, or deny **Ordinance No. 1386-2025**. An ordinance to repeal and or revoke Ordinance No. 1384-2025. City Administrator Taylor Tannehill
- b) First Reading and possible action to approve, approve with modification, or deny **Ordinance No. 1387-2025**. An ordinance detaching certain real property from the corporate limits of the City of Tahlequah. City Administrator Taylor Tannehill
- c) Discussion and possible action to approve, approve modifications, or deny entering into a Memorandum of Understanding with the Tahlequah Hospital Authority to transfer opioid settlement funds for a public purpose. City Administrator Taylor Tannehill
- d) Adjourn.

[MEET_FOOT]

ORDINANCE NO. 1386-2025

**AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA,
REPEALING ORDINANCE 1385-2025.**

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

SECTION 1. NEW LAW. Ordinance No. 1385-2025 is hereby repealed.

SECTION 2. NON-CODIFICATION. The City Clerk is hereby directed to not codify the provisions of this ordinance into the Tahlequah City Code of Tahlequah, Oklahoma.

SECTION 3. NOTIFICATION. The City Clerk is hereby directed to notify the Oklahoma Tax Commission and the Cherokee County Assessor's Office of the passage of and approval of this Ordinance.

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

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other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 6. EMERGENCY. It being necessary for the preservation of the public peace, health, safety and welfare, and morals, this Ordinance shall take immediately after its public as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
TAHLEQUAH, OKLAHOMA THIS ____ DAY OF _____, 2025.**

THE CITY OF TAHLEQUAH, OKLAHOMA

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2025

John Tyler Hammons, City Attorney

ORDINANCE NO. 1387-2025

**AN ORDINANCE OF THE CITY OF TAHLEQUAH, OKLAHOMA,
DETACHING CERTAIN REAL PROPERTY FROM THE CORPORATE
LIMITS OF THE CITY OF TAHLEQUAH, OKLAHOMA; PROVIDING
FOR NON-CODIFICATION, NOTIFICATION, SEVERABILITY,
REPEALER, AND DECLARING AND EMERGENCY**

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

SECTION 1. NEW LAW. The following described real property located within the corporate limits of the City of Tahlequah, Oklahoma, is hereby detached from said limits pursuant to 11 OS § 21-110(A)(1):

A tract of land lying and being a part of the N1/2 of the South ½ of Section 31, Township 17 North, Range 22 East of the Indian Base and Meridian, Cherokee County, Oklahoma, more particularly described as follows: Commencing at the NW Corner of the SW/4 of said Section 31; thence S01°49'03"E along the west line of SW/4 a distance of 17.00 feet to the Point of Beginning; thence continuing S01°49'03"E along the west line of SW/4 a distance of 1302.50 feet to the SW corner of Lot 3; thence N88°10'56"E along the south line of N/2 S/2 a distance of 1319.24 feet to the NE Corner of the SW/4 of the SW/4; thence S01°56'13"E along the east line of SW4 SW4 a distance of 495.26 feet to the SW Corner of the N/2 S/2 NW/4 SE/4 SW/4; thence N88°12'11"E along said south line N2 S2 NW SE SW a distance of 660.86 feet to the SE Corner of said N2 S2 NW SE SW; thence N01°56'48"W along the east line of N2 S2 NW SE SW a distance of 495.50 feet to the south line of the N/2 of the S/2; thence N88°10'56"E along said south line a distance of 1248.34 feet to the west right of way line of SH 51 bypass; thence on a curve to the right having a radius of 5619.58 feet a distance of 50.45 feet (Chord bearing N10°37'59"W-Chord distance of 50.45 feet) thence N0°39'51"E a distance of 100.48 feet along said right of way line; thence N16°37'05"W along right of way a distance of 396.56 feet; thence N14°17'15"W along said right of way line a distance of 771.76 feet; thence S88°07'48"W a distance of 445.07 feet; thence N°57'22"W a distance of 18.00 feet; thence S88°07'48"W a distance of 2511.92 feet to the Point of Beginning. Tract contains 100.1 acres more or less.

SECTION 2. NON-CODIFICATION. The City Clerk is hereby directed to not codify the provisions of this ordinance into the Tahlequah City Code of Tahlequah, Oklahoma.

SECTION 3. NOTIFICATION. The City Clerk is hereby directed to notify the Oklahoma Tax Commission and the Cherokee County Assessor's Office of the passage of and approval of this Ordinance.

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

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

SECTION 6. EMERGENCY. It being necessary for the preservation of the public peace, health, safety and welfare, and morals, this Ordinance shall take immediately after its public as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
TAHLEQUAH, OKLAHOMA THIS ____ DAY OF _____, 2025.**

THE CITY OF TAHLEQUAH, OKLAHOMA

Suzanne Myers, Mayor

ATTEST:

Whitney Shaw, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2025

John Tyler Hammons, City Attorney

Northeastern Health System
1400 East Downing, Tahlequah OK 74464

This Memorandum of Understanding (MOU) is entered into on this 11th day of March, 2025, by and between the **City of Tahlequah (City)** and **Northeastern Health System (NHS)**.

Purpose

The purpose of this MOU is to establish a mutual understanding regarding the use of **Opioid Abatement Settlement Funds (Funds)** to support initiatives aimed at mitigating opioid use and its effects within **Cherokee County**.

Terms of Agreement

A. Services

NHS will identify individuals who may benefit from individual or group substance abuse treatment or counseling services through its outpatient clinics, Emergency Department, or community events. The **Addiction Recovery Center (ARC)** will subcontract counseling services based on a treatment plan developed in consultation with the referred individual(s) and appropriate mental health care providers. If the referred individuals have insurance coverage, NHS may bill the insurer for services provided under the treatment plan.

B. Reporting Requirements

NHS will provide the City with quarterly reports outlining the progress of Services provided and expenses associated with the use of **Funds**.

C. Financial Commitments

The City agrees to provide funding as follows:

1. A **lump-sum payment** of **\$224,308.20** upon execution of this MOU.
2. An **annual payment** of **\$84,216.50** until Funds from the **Attorney General** cease, with payment due within **30 days of receipt of Funds by the City**.

D. Amendments

This MOU may be amended only through a **written agreement** signed by authorized representatives of both parties.

APPROVED:

City of Tahlequah

Northeastern Health System
Jim Berry, Hospital CEO

Date

11 March 2025

Date